

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CHRISTOPHER BRUMMER,

Plaintiff,

Index No.: 153583/2015

-against-

BENJAMIN WEY, FNL MEDIA LLC, AND
NYG CAPITAL LLC d/b/a NEW YORK GLOBAL
GROUP,

Defendants.

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BENJAMIN WEY,

Counter-Claim Plaintiff,

-against-

CHRISTOPHER BRUMMER,

Counter-Claim Defendant.

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**VERIFIED AMENDED ANSWER AND COUNTER-CLAIMS
OF DEFENDANT/COUNTER-CLAIM PLAINTIFF BENJAMIN WEY**

Defendant/counter-claim plaintiff Benjamin Wey (“Mr. Wey”), by his attorneys, Oved & Oved LLP, hereby answers the amended complaint of plaintiff Christopher Brummer (“Brummer”) (the “Complaint”) and Mr. Wey asserts counter-claims against counter-claim defendant Brummer, upon information and belief, as follows:

COUNTER-CLAIMS

1. Counter-claim defendant Brummer, a peevish academic who holds a degree in “Germanic Studies,” which according to the University of Chicago’s website, is about studying “...German philosophical tradition, opera, theater and performance studies, cinema studies, psychoanalysis...” and “...strengths in Scandinavian Studies and Yiddish language and

literature,” touts himself as a self-proclaimed “expert” in finance and commodities. But in truth, he has never worked in either industry.

2. In order to pad his resume so that he could benefit from political appointments to advance his career, advance his own self-interest, and personally enrich himself, Brummer, on December 29, 2014, authored and published a 36-page hatchet piece attacking and defaming counter-claim plaintiff Mr. Wey while working for the Financial Industry Regulatory Authority Inc.’s (“FINRA”) in-house review panel, the National Adjudicatory Council (“FINRA NAC”) in connection with the disciplinary proceeding of two investment brokers, Talman Harris and William Scholander (the “FINRA NAC Decision”).

3. The intentional misstatements and purposefully distorted, manipulated, and manufactured assertions by Brummer about Mr. Wey in the FINRA NAC Decision were calculated by Brummer to intentionally injure Mr. Wey in his profession by deliberately and systematically imputing criminal conduct to him and intentionally misportaying Mr. Wey as a corrupt, deceitful, dishonest, and untrustworthy business person who engaged in criminal conduct such as securities fraud, market manipulation, and bribery.

4. In addition, Brummer has continued this defamatory campaign on his own online personal profile on his Georgetown University Internet page where he has been deliberately publishing and disseminating additional false, manipulative statements about Mr. Wey to further defame him.

5. Brummer’s malicious defamation of Mr. Wey has misled law enforcement authorities and grossly injured Mr. Wey in business, trade, and profession, the false and his defamatory statements have caused actual pecuniary damage to Mr. Wey in the form of at least \$10 million dollars in attorney’s fees and expenses resulting from made-up charges brought

against Mr. Wey, lost business opportunities because of the decimation and utter destruction of Mr. Wey's firm, and irreparable damage and emotional suffering brought to Mr. Wey, and his family.

6. These counter-claims seek damages for defamation against Brummer for his malicious misconduct.

FACTS

7. On December 29, 2014, Brummer authored the FINRA NAC Decision, which Brummer wrote and knew would be made available to the public, attract publicity, and be published on FINRA's website. The FINRA NAC Decision stated that two investment brokers, William Scholander and Talman Harris, violated Section 10(b) of the Securities Exchange Act of 1934, Rule 10b-5 thereunder, FINRA Rules 2020 and 2010, and nonexistent and unpublished so-called NASD Rules such as "NASD Rule 3030" by "selling Deer [Consumer Products, Inc. ("Deer")] securities to their customers without disclosing to their customers that they had recently received a \$350,000 fee for advisory services from Deer."

8. According to FINRA's published statistics on its website, FINRA is a self-regulatory member organization, a club that operates like a "Sam's Club" or "COSTCO." FINRA publishes and enforces a set of membership rules that its body of 634,000 investment broker members are required to follow. FINRA has authority over its specific members who have agreed by written contracts to: (1) pay FINRA yearly membership fees; and (2) be subject to FINRA's rules and procedures. FINRA only has disciplinary authority over its fee-paying members, and the application of its membership rules only exists as the result of a member's written membership contract with FINRA. The ultimate penalty FINRA can impose on a

member is to bar the individual from association with FINRA—an expulsion from the FINRA club.

9. FINRA is not a law enforcement agency. Outside the sphere of FINRA’s 634,000 members, the rest of the American population—more than 330 million people—are not bound by FINRA’s rules. FINRA has no jurisdiction over them or their conduct. In fact, FINRA has zero authority or power over the American public who have not entered into formal written contracts with FINRA to join the FINRA club.

10. FINRA’s conduct, including its enforcement procedures are not and cannot be above the law. There is no law in the United States that permits FINRA or FINRA representatives to engage in criminal conduct, including the crime of making false statements to law enforcement about the lives of private citizens who are not FINRA members.

11. But this is exactly what Brummer, who believes he is above the law, has done with impunity—specifically, he has defamed non-FINRA members, conducted fraudulent and politically driven actions in collusion with FINRA, and lied to the Securities Exchange Commission (“SEC”), the Department of Justice (“DOJ”), and Federal Bureau of Investigation (“FBI”) agents to serve his own self-interest at the expense of the public and, in particular, nonmembers of FINRA.

12. Mr. Wey is a private American citizen and a New York business executive. He is not an investment broker or FINRA member, nor is he affiliated with any FINRA-member firms. Like the rest of the American public, Mr. Wey is not subject to FINRA’s supervision, or jurisdiction, or beholden to its disciplinary authority.

13. But, in the FINRA NAC Decision, Brummer, along with his co-conspirators Charles Senatore, Alan Lawhead, Robert Colby, and Michael Garawski, made a series of false

and malicious statements about Mr. Wey and attorney Robert Newman, an accomplished former Sullivan & Cromwell securities lawyer who is also not a FINRA member, that Brummer knew were false at the time he made them and that were intended by Brummer to be understood, and were understood, by reasonable readers as meaning that Messrs. Wey and Newman participated in, and were guilty of, the crimes of money laundering, wire fraud, securities fraud involving Deer Consumer Products Inc.'s stocks and other securities, and various types of serious unlawful conduct with respect to the trading of securities.

14. In addition to falsely and maliciously making statements to mislead the public into believing that Messrs. Wey and Newman were guilty of securities fraud and other serious unlawful conduct, Brummer's false statements about Mr. Wey in the FINRA NAC Decision were calculated to injure Mr. Wey in his occupation and profession as a financier who, for nearly twenty years, advised private and public companies with respect to capital formation, job creation, and project funding. The FINRA NAC Decision intentionally, recklessly, and wantonly published a false narrative repeatedly targeting Mr. Wey by miscasting him as the so-called "mastermind" of allegedly serious illegal conduct that was related to the FINRA NAC Decision, and maliciously mislabeled Mr. Wey as a "promoter" of Deer stock for the purpose of furthering the false and defamatory labeling of Mr. Wey by FINRA in other of its publications as being a "stock promoter" of "Chinese" companies.

15. Brummer and FINRA NAC's false accusations, particularly those that were made about Mr. Wey, were knowingly and maliciously fabricated, notwithstanding broad public knowledge (including years of SEC filings) that Deer is in fact the world's largest manufacturer of juicers and blenders with a 30-year corporate history, not a penny stock, as falsely portrayed by Brummer and FINRA NAC.

16. Conveniently and selectively omitted by Brummer from the FINRA NAC Decision, was that the highly profitable Deer makes products for more than 100 famous household brands such as “Hamilton Beach,” “Mr. Coffee,” “Betty Crocker,” “Magic Bullet,” “De’Longhi,” and “KitchenAid.” Deer was listed on the coveted NASDAQ Global Select Market, NASDAQ’s highest listing tier, where the shares of blue-chip companies such as Apple, Intel, and Microsoft also trade.

17. Financially, Deer paid enviable, generous quarterly cash dividends to its public shareholders, yielding 9% a year. It had more than \$200 million in net assets (including about \$100 million in cash), without any long-term debt. According to Bloomberg, Deer’s strong fundamentals attracted tremendous daily trading volumes on NASDAQ—worth billions of dollars and hundreds of millions of shares exchanged hands during its years of listing on NASDAQ.

18. About 40% of Deer was owned by sophisticated institutional investors, such as Janus Capital, Oppenheimer Funds, and Guardian Insurance, representing some of the largest mutual funds and retirement systems in the world. Multiple independent Wall Street investment banks issued “Buy” ratings on the “DEER” stock. Deer is also one of “Asia’s Top 200 growth companies” ranked by Forbes.

19. Deer has never been accused of committing corporate malfeasance of any sort by any government authority in the world. It was a solid company, not a “pump and dump” penny stock.

20. Neither had Deer paid any money to Scholander or Harris in exchange for them, as alleged in the completely made-up charges by Brummer and FINRA NAC that they were

“selling Deer [Consumer Products, Inc.] securities to their customers without disclosing to their customers that they had recently received a \$350,000 fee for advisory services from Deer.”

21. As revealed in Deer’s corporate records and bank statements, Scholander and Harris were not paid a penny by Deer, let alone \$350,000. Further, Bloomberg data shows their retail clients’ trading volume in Deer was a drop in the ocean that had zero impact on Deer’s stock trading in the market. It was “de minimis,” described in a sworn statement to FINRA made by the president of Scholander/Harris’ brokerage firm. Yet in the presence of these glaring facts, Brummer and FINRA NAC fabricated false charges that specifically and explicitly implicated Messrs. Wey and Newman.

22. To deliberately inflict more pain and suffering on Messrs. Wey and Newman, despite strong opposition in several letters to FINRA from their attorneys, on May 11, 2015, all of Brummer’s defamatory statements about Mr. Wey that were contained in his FINRA NAC Decision were republished in FINRA’s brief in opposition to Scholander and Harris’ appeal to the SEC and their Motion to Stay Review of the FINRA Decision, and eliminated any doubt that Brummer’s defamatory statements in the FINRA NAC Decision were about and concerning Mr. Wey.

23. FINRA’s Brief in Opposition to the Application for Review explicitly and purposefully restated and developed all of these false statements with direct references to Mr. Wey, and was permanently published on the Internet as well as directly to third parties including the government, resulting in irreparable harm to Messrs. Wey and Newman, their businesses, and their families. At all times, FINRA and Brummer knew the allegations to be false, and made them for the purposes of their own professional and political benefit. The false statements directly and groundlessly implicated Mr. Wey in a fabricated securities fraud scheme that would

become the subject of an erroneous indictment by the DOJ which was later voluntarily withdrawn.

24. Specifically, Brummer and FINRA falsely stated that “through [the allegedly corrupt brokers] longstanding business relationship with Benjamin Wey (‘Wey’) and Robert Newman (‘Newman’), a relationship that continued to be quite lucrative during the relevant period, Wey and Newman promoted the stocks of Chinese companies like DEER.”

25. The tirade of false accusations and lies by FINRA and Brummer, which were published to multiple third parties, continued with their false statements that Mr. Wey was intimately involved in the creation of a brokerage firm established to commit securities fraud. Specifically, FINRA and Brummer stated that “Wey and Newman were both involved in developing the acquisition plans [for a brokerage allegedly set up to manipulate Deer stock], either by suggesting the joint acquisition in the first place or discussing the logistics of facilitating it.”

26. To further maliciously establish the false narrative that Mr. Wey was the “mastermind” behind an international manipulation of Deer stock, Brummer and FINRA caused the following false statement to be published to multiple third parties: “At the same time the plans to acquire First Merger [the allegedly fraudulent brokerage targeted by FINRA] were developing, Scholander’s and Harris’s business relationship with Wey and Newman yielded more work for DEER that generated a \$350,000 fee. In early November 2009, Wey facilitated a trip by Scholander, along with Maureen Gearty, to China to visit DEER’s offices.”

27. Brummer and FINRA continued their purposefully fabricated false narrative by falsely implicating Mr. Wey with securities fraud, stating: “Shortly thereafter, the new First Merger branch office opened on Wall Street, and Wey’s company, New York Global Group,

moved its offices to the same building,” that “DEER was being promoted by Wey and Newman, with whom applicants had a longstanding, lucrative business relationship,” and that the allegedly fraudulent securities sales that occurred “arose from [the brokers’] longstanding and lucrative relationship with Wey and Newman, the promoters of DEER securities.” This statement was also published to multiple third parties, and led to substantial reputational and pecuniary harm.

28. Both in FINRA’s Brief in Opposition to the Application for Review, and through their own interactions with and publication to the government and other third parties, Brummer and FINRA, using the statements above, substantially stated the same false representations made in the FINRA NAC Decision as referenced above, including that Mr. Wey was a central figure to “fraud” in the sale of Deer securities.

29. The false accusations and allegations of fraud against Mr. Wey led to substantial reputational and pecuniary harm.

30. Brummer and FINRA’s lies to FBI agents, as well as SEC and DOJ officials relating to a “broker bribery” involving Scholander/Harris and Deer, were specifically relied upon by the DOJ prosecutors in their now voluntarily-withdrawn indictment accusing Mr. Wey of securities fraud, which stated: “For example, on multiple occasions, Wey caused two retail brokers [Harris, Scholander] located in Manhattan to solicit their customers to buy shares of common stock of the Issuers . . . so as to artificially maintain the stock price of each Issuer.”

31. Federal prosecutors from the Southern District of New York repeatedly stated in court papers that their “broker bribery” criminal charge against Mr. Wey was specifically based on representations and narratives fed to law enforcement by FINRA—predicated on the FINRA NAC Decision authored by Brummer.

32. Brummer's malicious attack on Mr. Wey also spread to his personal activities outside FINRA. On or around December 2, 2015, Brummer wrote and maliciously published additional false statements and other manipulated and distorted facts that were selectively arranged on his own professional profile on Georgetown University Law Center's website that defamed Mr. Wey by giving the misimpression that (i) Mr. Wey has been attacking Brummer online, and (ii) when taken together with the other statements that are contained therein, falsely were intended to, and were understood by reasonable readers to mean that (a) Mr. Wey's business associates fraudulently marketed Deer securities and (b) Mr. Wey was engaged, or at minimum complicit, in criminal activity.

33. Brummer states in his public profile:

Notably, Professor Brummer and his colleagues became targets of extensive defamatory online attacks by Wall Street financier Benjamin Wey in retaliation for sanctioning his business associates for fraudulently marketing securities of Deer Consumer Products Inc. Since then, Mr. Wey has been arrested and charged by the US Department of Justice with money laundering, wire fraud and securities fraud involving Deer stocks and other securities. Mr. Wey's associates were also later arrested and indicted for other federal securities law violations in Cleveland, Ohio.

34. After a two-year ordeal and many millions of dollars spent on legal fees and other expenses, on August 8, 2017, the DOJ voluntarily dismissed its indictment against Mr. Wey. On September 1, 2017, the SEC followed suit by dropping all charges against Mr. Wey and Mr. Newman. Mr. Wey was vindicated, but at catastrophic cost to himself and his family. He was exonerated of fabricated charges instigated by Brummer and his rigged FINRA NAC Decision.

35. Yet after the government dismissals, Brummer edited his defamatory profile on his Georgetown University website in a failed attempt to cover his dirty tracks.

36. However, Brummer's statements remain defamatory.

37. Brummer's profile page now states, in equally false and libelous fashion, as follows:

Notably, Professor Brummer and his colleagues became targets of extensive defamatory online attacks by Wall Street financier Benjamin Wey in retaliation for Professor Brummer's role in barring his business associates for fraudulently marketing securities of Deer Consumer Products Inc. Since then, Mr. Wey has been arrested and charged by the US Department of Justice with money laundering, wire fraud and securities fraud involving Deer stocks and other securities. Mr. Wey's associates were also later arrested and found guilty of other federal securities law violations in Cleveland, Ohio.

38. Because Brummer's intention is to maliciously defame Mr. Wey, Brummer has intentionally, maliciously misrepresented—to this day—the fact that the charges that he is referring to have been voluntarily dismissed by the United States Government, deliberately omitting the material fact that Mr. Wey has been vindicated.

39. In addition to the fact that Brummer's defamatory statements, in and of themselves, falsely implicated Mr. Wey in criminal activity, misled law enforcement authorities, and grossly injured Mr. Wey in business, trade, and profession, the false and defamatory statements caused actual pecuniary damage to Mr. Wey in the form of at least \$10 million dollars in attorney's fees and expenses resulting from made-up charges brought against Mr. Wey, lost business opportunities because of the decimation and utter destruction of Mr. Wey's firm, and irreparable damage and emotional suffering brought to Mr. Wey and his family.

AS AND FOR THE FIRST COUNTER-CLAIM
(Defamation Per Se)

40. Mr. Wey incorporates the preceding paragraphs as if fully restated herein.

41. The statements made by Brummer about Mr. Wey are false and defamatory, are not the subject of any privilege, and are publicly viewable by many third parties.

42. Brummer had actual knowledge that the information he published about Mr. Wey was false and he knew or should have known that the information he published about Mr. Wey was false and defamatory.

43. The published false statements charge Mr. Wey with a serious crime, and are of the type that tend to, and did, in fact, injure Mr. Wey in his trade, business, and profession, and impute salacious and immoral conduct to Mr. Wey.

44. The published false statements related to Mr. Wey are defamatory *per se* because they were intended to be understood, and were understood, by reasonable readers as stating that Mr. Wey engaged in serious and felonious criminal conduct.

45. The published false comments were made with the intent to harm Mr. Wey and with actual malice.

46. As such, these statements have also injured Mr. Wey in his profession.

47. Brummer's false statements were widely read and discussed by the public at large, by the business, governmental, and financial communities in both the United States and internationally, and by colleagues, friends, and family of Mr. Wey and clients of his firm, New York Global Group ("NYG").

48. Brummer's unlawful conduct has caused and will continue to cause Mr. Wey imminent, irreparable injuries for which there are no adequate legal remedies.

49. Because Brummer has placed Mr. Wey's personal character and reputation publicly at issue, Mr. Wey is entitled to a declaratory judgment that Brummer's statements pertaining to Mr. Wey are false.

50. As a consequence of Brummer's conduct, Mr. Wey's reputation has been injured, and Mr. Wey has suffered economic loss, as previously described.

51. As a consequence of Brummer's misconduct, Mr. Wey has been damaged in an amount exceeding the jurisdictional requirements of this Court and is entitled to an award of compensatory and punitive damages in an amount to be determined at trial

AS AND FOR THE SECOND COUNTER-CLAIM
(Defamation)

52. Mr. Wey incorporates the preceding paragraphs as if fully restated herein.

53. The statements published by Brummer about Mr. Wey are false and defamatory, are not the subject of any privilege, and are publicly viewable by many third parties.

54. Brummer had actual knowledge that the information he published about Mr. Wey was false and he knew or should have known that the information he published about Mr. Wey was false and defamatory.

55. The published false comments were made with the intent to harm Mr. Wey and with actual malice.

56. Brummer's unlawful conduct has caused and will continue to cause Mr. Wey imminent, irreparable injuries for which there are no adequate legal remedies.

57. Because Brummer has placed Mr. Wey's personal character and reputation publicly at issue, Mr. Wey is entitled to a declaratory judgment that Brummer's statements are false.

58. As a consequence of Brummer's conduct, Mr. Wey's reputation has been injured, and Mr. Wey has suffered economic loss, as previously described.

59. Due to the publication of the Brummer's defamatory and false statements, which directly, willfully, and maliciously attacked the integrity and honesty of Mr. Wey, Mr. Wey has been damaged in an amount exceeding the jurisdictional requirements of this Court and is

entitled to an award of compensatory and punitive damages in an amount to be determined at trial.

**VERIFIED AMENDED ANSWER AND
AFFIRMATIVE DEFENSES TO THE AMENDED COMPLAINT**

60. Denies the allegations contained in paragraph 1 of the Complaint.

61. Denies the allegations contained in paragraph 2 of the Complaint, and specifically denies that Brummer is entitled to such or any other relief whatsoever from Mr. Wey.

62. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.

63. Neither admits or denies the allegations contained in paragraph 4 of the Complaint, as they are directed at defendant NYG.

64. Neither admits or denies the allegations contained in paragraph 5 of the Complaint, as they are directed at defendants NYG and FNL Media LLC ("FNL").

65. Neither admits or denies the allegations contained in paragraph 6 of the Complaint, as they are directed at defendants NYG and FNL.

66. Denies the allegations contained in paragraph 7 of the Complaint, except admits that Mr. Wey is the CEO of NYG and resides in New York.

67. The allegations contained in paragraph 8 of the Complaint contain conclusions of law, and therefore no response is required. To the extent, if any, a response is deemed to be required, Mr. Wey denies the allegations contained therein, except admits that Brummer purports to base venue on the reasons set forth therein.

68. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint.

69. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint.

70. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint.

71. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint.

72. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint, except refers to the written decisions referenced therein for the true and complete contents thereof.¹

73. Denies the allegations contained in paragraph 14 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

74. Denies the allegations contained in paragraph 15 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

75. Denies the allegations contained in paragraph 16 of the Complaint, including all subparagraphs thereof, except refers to the document referenced therein for the true and complete contents thereof.

76. Denies the allegations contained in paragraph 17 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

77. Denies the allegations contained in paragraph 18 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

¹ To the extent that the headings contained in the Complaint contain allegations of fact, Mr. Wey denies any such allegations.

78. Denies the allegations contained in paragraph 19 of the Complaint, including all subparagraphs thereof, except refers to the document referenced therein for the true and complete contents thereof.

79. Denies the allegations contained in paragraph 20 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

80. Denies the allegations contained in paragraph 21 of the Complaint, including all subparagraphs thereof, except refers to the document referenced therein for the true and complete contents thereof.

81. Denies the allegations contained in paragraph 22 of the Complaint.

82. Denies the allegations contained in paragraph 23 of the Complaint, including all subparagraphs thereof, except refers to the document referenced therein for the true and complete contents thereof.

83. Denies the allegations contained in paragraph 24 of the Complaint, including all subparagraphs thereof, except refers to the documents referenced therein for the true and complete contents thereof.

84. Denies the allegations contained in paragraph 25 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

85. Denies the allegations contained in paragraph 26 of the Complaint, including all subparagraphs thereof, except refers to the documents referenced therein for the true and complete contents thereof.

86. Denies the allegations contained in paragraph 27 of the Complaint, except refers to the websites referenced therein for the true and complete contents thereof.

87. Denies the allegations contained in paragraph 28 of the Complaint, except refers to the websites referenced therein for the true and complete contents thereof.

88. Denies the allegations contained in paragraph 29 of the Complaint.

89. Denies the allegations contained in paragraph 30 of the Complaint, including all subparagraphs thereof, except refers to the document referenced therein for the true and complete contents thereof.

90. Denies the allegations contained in paragraph 31 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

91. Denies the allegations contained in paragraph 32 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

92. Denies the allegations contained in paragraph 33 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

93. Denies the allegations contained in paragraph 34 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

94. Denies the allegations contained in paragraph 35 of the Complaint.

95. Denies the allegations contained in paragraph 36 of the Complaint.

96. Denies the allegations contained in paragraph 37 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

97. Denies the allegations contained in paragraph 38 of the Complaint, except refers to publicly filed records.

98. Denies the allegations contained in paragraph 39 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

99. Denies the allegations contained in paragraph 40 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

100. Denies the allegations contained in paragraph 41 of the Complaint.

101. Denies the allegations contained in paragraph 42 of the Complaint, including all subparagraphs thereof, except refers to the documents referenced therein for the true and complete contents thereof.

102. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint.

103. Denies the allegations contained in paragraph 44 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

104. Denies the allegations contained in paragraph 45 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

105. Denies the allegations contained in paragraph 46 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

106. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

107. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

108. Denies the allegations contained in paragraph 49 of the Complaint, except refers to the document referenced therein for the true and complete contents thereof.

109. Denies the allegations contained in paragraph 50 of the Complaint, except refers to publicly filed documents.

110. Denies the allegations contained in paragraph 51 of the Complaint, except refers to the documents referenced therein for the true and complete contents thereof.

111. Denies the allegations contained in paragraph 52 of the Complaint.

112. Denies the allegations contained in paragraph 53 of the Complaint.

113. Denies the allegations contained in paragraph 54 of the Complaint.

114. Denies the allegations contained in paragraph 55 of the Complaint.

115. Denies the allegations contained in paragraph 56 of the Complaint.

116. Denies the allegations contained in paragraph 57 of the Complaint.

117. Denies the allegations contained in paragraph 58 of the Complaint.

118. Denies the allegations contained in paragraph 59 of the Complaint.

119. Denies the allegations contained in paragraph 60 of the Complaint.

120. Mr. Wey repeats and realleges each and every admission and denial in response to those paragraphs of the Complaint referred to in paragraph 61 thereof as though fully set forth herein.

121. Denies the allegations contained in paragraph 62 of the Complaint.

122. Denies the allegations contained in paragraph 63 of the Complaint.

123. Denies the allegations contained in paragraph 64 of the Complaint.

124. Denies the allegations contained in paragraph 65 of the Complaint.

125. Denies the allegations contained in paragraph 66 of the Complaint.

126. Denies the allegations contained in paragraph 67 of the Complaint.

127. Denies the allegations contained in paragraph 68 of the Complaint.

128. Denies the allegations contained in paragraph 69 of the Complaint, and specifically denies that Brummer is entitled to such or any other relief whatsoever from Mr. Wey.

129. Mr. Wey repeats and realleges each and every admission and denial in response to those paragraphs of the Complaint referred to in paragraph 70 thereof as though fully set forth herein.

130. Denies the allegations contained in paragraph 71 of the Complaint.

131. Denies the allegations contained in paragraph 72 of the Complaint.

132. Denies the allegations contained in paragraph 73 of the Complaint.

133. Denies the allegations contained in paragraph 74 of the Complaint.

134. Denies the allegations contained in paragraph 75 of the Complaint.

135. Denies the allegations contained in paragraph 76 of the Complaint.

136. Denies the allegations contained in paragraph 77 of the Complaint, and specifically denies that Brummer is entitled to such or any other relief whatsoever from Mr. Wey.

137. Mr. Wey repeats and realleges each and every admission and denial in response to those paragraphs of the Complaint referred to in paragraph 78 thereof as though fully set forth herein.

138. Denies the allegations contained in paragraph 79 of the Complaint.

139. Denies the allegations contained in paragraph 80 of the Complaint.

140. Denies the allegations contained in paragraph 81 of the Complaint.

141. Denies the allegations contained in paragraph 82 of the Complaint, and specifically denies that Brummer is entitled to such or any other relief whatsoever from Mr. Wey.

142. Denies each and every allegation set forth in the WHEREFORE paragraph, and specifically denies that Brummer is entitled to the relief stated therein or any other relief against Mr. Wey.

143. Denies each and every other allegation contained in the Complaint not expressly admitted in this Amended Answer.

FIRST AFFIRMATIVE DEFENSE

144. Brummer's claims, in whole or in part, fail to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

145. Brummer's claims are barred because the statements complained of are too loose, figurative, hyperbolic, or otherwise incapable of defamatory meaning.

THIRD AFFIRMATIVE DEFENSE

146. Brummer's claims are barred by the single publication rule.

FOURTH AFFIRMATIVE DEFENSE

147. Brummer's claims are barred by the statute of limitations.

FIFTH AFFIRMATIVE DEFENSE

148. Brummer's claims are barred because the statements in the Complaint were published on matters of public concern about public officials and public figures and are therefore privileged.

SIXTH AFFIRMATIVE DEFENSE

149. Brummer's claims are barred because the statements in the Complaint were made without actual or common law malice.

SEVENTH AFFIRMATIVE DEFENSE

150. Brummer's claims are barred because the statements in the Complaint were made without malice, gross negligence, or irresponsibility.

EIGHTH AFFIRMATIVE DEFENSE

151. Brummer's claims are barred by the doctrines of waiver, estoppel, or laches.

NINTH AFFIRMATIVE DEFENSE

152. Brummer's claims are barred because Brummer has not suffered any damage to his reputation or otherwise.

TENTH AFFIRMATIVE DEFENSE

153. Brummer's claims are barred because the statements in the Complaint are protected as fair comment and opinion.

ELEVENTH AFFIRMATIVE DEFENSE

154. Brummer's claims are barred because the statements in the Complaint are privileged as reports of official proceedings under section 74 of the New York Civil Rights Law.

TWELFTH AFFIRMATIVE DEFENSE

155. Brummer's claims are barred because the statements in the Complaint lack any defamatory meaning.

THIRTEENTH AFFIRMATIVE DEFENSE

156. Brummer's claims are barred because the statements in the Complaint are true or substantially true.

FOURTEENTH AFFIRMATIVE DEFENSE

157. Brummer's claims are barred by qualified or absolute privilege.

FIFTEENTH AFFIRMATIVE DEFENSE

158. Brummer's claims are barred because Mr. Wey is immune from suit pursuant to the safe harbor provisions of the Communications Decency Act, 47 U.S.C. § 230(c).

SIXTEENTH AFFIRMATIVE DEFENSE

159. Brummer's claims are barred for failure to join an indispensable party.

SEVENTEENTH AFFIRMATIVE DEFENSE

160. To the extent Brummer has received other benefits and/or awards attributable to an injury for which he seeks compensation in this action, such benefits and/or awards should offset, in whole or in part, any award he receives here for the same injury.

EIGHTEENTH AFFIRMATIVE DEFENSE

161. Brummer's claims are barred, in whole or in part, because Brummer has not suffered any damages.

NINETEENTH AFFIRMATIVE DEFENSE

162. Brummer's claims are barred, in whole or in part, by Brummer's failure to mitigate his claimed damages, his entitlement to which being expressly denied.

TWENTIETH AFFIRMATIVE DEFENSE

163. Brummer's alleged injuries and/or damages, his entitlement to which being expressly denied, were caused by Brummer's own actions, omissions, or conduct.

TWENTY-FIRST AFFIRMATIVE DEFENSE

164. Brummer's claims are barred to the extent of Brummer's fraud, fraudulent inducement, bad faith, misrepresentations, and/or unclean hands.

TWENTY-SECOND AFFIRMATIVE DEFENSE

165. The allegations set forth in the Complaint against Mr. Wey are false, frivolous and groundless and Mr. Wey reserves the right to seek sanctions, attorneys' fees, and costs pursuant to 22 NYCRR 130-1.1(a) and any other applicable statute.

TWENTY-THIRD AFFIRMATIVE DEFENSE

166. Brummer's claims are barred because the statements in the Complaint are absolutely protected by the Constitutions of the United States and the State of New York.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

167. Brummer's claims are barred by his lack of standing to assert them.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

168. Brummer's claims are barred because the Court lacks personal jurisdiction over Mr. Wey.

RESERVATION OF RIGHTS

169. Mr. Wey gives notice that he intends to rely on any additional affirmative defenses or claims that become available or apparent during discovery and thus reserves the right to amend this Amended Answer to assert such additional defenses or claims.

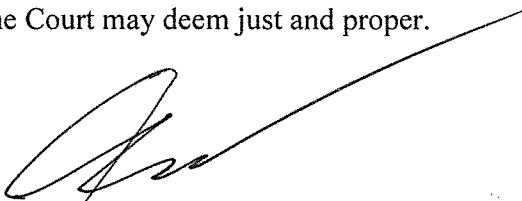
PRAYER FOR RELIEF

WHEREFORE, Mr. Wey seeks judgment against Brummer as follows:

- (i) Dismissal of the Complaint in its entirety with prejudice;
- (ii) Costs and disbursements incurred in this suit;
- (iii) A judgment in Mr. Wey's favor and against Brummer for defamation per se and defamation;
- (iv) An award of compensatory and punitive damages for the harm caused to Mr. Wey;

- (v) Declaratory judgment that Brummer's statements posted on the FINRA, SEC, and Georgetown University websites are false;
- (vi) Reasonable attorneys' fees to the full extent permitted by applicable law; and
- (vii) Such other and further relief as the Court may deem just and proper.

Dated: New York, New York
October 2, 2017



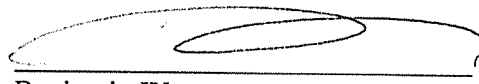
Darren Oved, Esq.
Edward C. Wipper, Esq.
OVED & OVED LLP
Attorneys for Benjamin Wey
401 Greenwich Street
New York, NY 10013
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VERIFICATION

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

Benjamin Wey hereby affirms under the penalties of perjury the following:

1. I am a defendant in the above-captioned action.
2. I have read and know the contents of the foregoing VERIFIED AMENDED ANSWER & COUNTERCLAIMS (the "Answer") and the same are true and correct to the best of my knowledge, information and belief.
3. The grounds for my belief as to all matters in the Answer are personal knowledge of the facts set forth therein.


Benjamin Wey

Dated: New York, New York
October 2, 2017