

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and)	
)	CIVIL ACTION NO.
ASHLEY ALFORD,)	3:08-cv-00683-MJR-DGW
)	
Plaintiff-Intervenor,)	
)	
v.)	
)	
AARON RENTS, INC. d/b/a AARON)	
SALES AND LEASE OWNERSHIP,)	
RICHARD MOORE, AND BRAD MARKIN,)	
)	
Defendants.)	

**DEFENDANT AARON RENTS, INC.'S ANSWER TO PLAINTIFF EQUAL
EMPLOYMENT OPPORTUNITY COMMISSION'S COMPLAINT**

COMES NOW Defendant Aaron Rents, Inc. ("Aarons"), by its undersigned counsel, and pursuant to Rule 12(a) of the Federal Rules of Civil Procedure, hereby submits its Answer to Plaintiff Equal Employment Opportunity Commission's Complaint ("Complaint") as follows:

COMPLAINT

Answering the unnumbered paragraphs immediately under the heading "Nature of the Action" of the Complaint, Aarons denies that Ashley Alford was adversely affected by any unlawful employment practices of Aarons under Title VII of the Civil Rights Act of 1964, Title I of the Civil Rights Act of 1991, or

any other federal and/or state law. Except as specifically responded to herein, the remaining allegations contained in the unnumbered paragraphs located immediately under the heading "Nature of the Action" are denied.

JURISDICTION AND VENUE

1.

Answering Paragraph 1 of the Complaint, Aarons admits that Plaintiff purports to bring this action under Federal law, including sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-5(f)(1) and (3) ("Title VII"), but denies that it has violated these or any other laws. The remaining allegations in Paragraph 1 are a mere statement of jurisdiction, to which a responsive pleading is neither necessary nor proper. To the extent that a response is warranted, except as specifically admitted herein, the allegations in Paragraph 1 of the Complaint are denied.

2.

Answering Paragraph 2 of the Complaint, Aarons denies that it has committed any unlawful employment practices regarding the allegations contained in Plaintiff's Complaint, and therefore, denies that Plaintiff and/or Ms. Alford has a valid cause of action. To the extent that Plaintiff alleges a violation of Title VII, Aarons admits that the alleged unlawful employment practices occurred in this venue. Except as specifically

admitted herein, the allegations in Paragraph 2 of the Complaint are denied.

PARTIES

3.

Answering Paragraph 3 of the Complaint, Aarons admits that Plaintiff is authorized by statute under certain circumstances to bring a civil action for alleged violations of Title VII. Except as specifically admitted herein, the allegations in Paragraph 3 of the Complaint are denied.

4.

Answering Paragraph 4 of the Complaint, Aarons admits that from October 31, 2005 through April 9, 2007, it was doing business in the State of Illinois and the city of Fairview Heights, at which time it employed at least 15 employees. Except as specifically admitted herein, the allegations in Paragraph 4 of the Complaint are denied.

5.

Answering Paragraph 5 of the Complaint, Aarons states that the allegation that it has continuously been an employer engaged in an industry affecting commerce under Section 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g), and (h) is a legal conclusion, to which a responsive pleading is neither necessary nor proper. To the extent that a response is warranted, the allegations contained in Paragraph 5 are denied.

STATEMENT OF CLAIMS

6.

Answering Paragraph 6 of the Complaint, Aarons admits that more than thirty days prior to the institution of the lawsuit, Ashley Alford filed a charge with the Equal Employment Opportunity Commission alleging violations of Title VII by Aarons. Except as specifically responded to herein, the allegations in Paragraph 6 of the Complaint are denied.

7.

Aarons denies the allegations contained in Paragraph 7 of the Complaint, including subparagraphs (a) through (c).

8.

Aarons denies the allegations contained in Paragraph 8 of the Complaint.

9.

Aarons denies the allegations contained in Paragraph 9 of the Complaint, including all underlying assumptions.

10.

Aarons denies the allegations contained in Paragraph 10 of the Complaint.

PRAYER FOR RELIEF

Answering the unnumbered WHEREFORE clause immediately following Paragraph 10 of the Complaint, including paragraphs (A) through (G), Aarons denies that Plaintiff and/or Ashley

Alford is entitled to the relief requested therein or any relief at all.

Aarons sets forth its Affirmative Defenses as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint, or parts thereof, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of consent, waiver, estoppel, justification, laches, license, unclean hands, after-acquired evidence, and/or accord and satisfaction. Plaintiff's claims may also be barred, in whole or in part, to the extent Ashley Alford and/or Plaintiff has failed to satisfy all statutory prerequisites required under applicable law.

THIRD AFFIRMATIVE DEFENSE

Aarons has complied with all applicable Federal and State laws and regulations and has acted in good faith at all times relevant hereto.

FOURTH AFFIRMATIVE DEFENSE

Neither Plaintiff nor Ashley Alford is entitled to recover damages, including compensatory or punitive, under any facts or theories set forth in the Complaint. Furthermore, neither Plaintiff nor Ashley Alford is entitled to any of the relief, equitable, declaratory, or legal, requested in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

All or part of Plaintiff's Complaint is barred by Ashley Alford's failure to follow Aarons' effective Non-Discrimination and Sexual Harassment Policy of which she had full knowledge. Specifically, Aarons exercised reasonable care to prevent and correct promptly any unlawfully harassing behavior and Ashley Alford unreasonably failed to take advantage of any preventive or corrective opportunities provided by Aarons or to avoid harm otherwise.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff cannot establish a causal connection between any damages as alleged and any improper conduct on the part of Aarons.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint may be barred, in whole or in part, by Aarons having promptly and effectively remediated any and all conduct reported by Ashley Alford as discriminatory and/or retaliatory.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint may be barred, in whole or in part, by the applicable limitations periods.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint may be barred, in whole or in part, by Ashley Alford's failure to notify Aarons of any conduct which she found objectionable.

TENTH AFFIRMATIVE DEFENSE

Ashley Alford has failed to mitigate her alleged damages as required by law.

ELEVENTH AFFIRMATIVE DEFENSE

Any damages that Ashley Alford suffered were the direct and proximate result of her own actions or inactions, including, but not limited to, her own negligence or assumption of the relevant risks.

TWELFTH AFFIRMATIVE DEFENSE

Any injuries or damages alleged by Plaintiff and/or Ashley Alford, if any, were the result of new, independent, intervening, or superseding causes that are unrelated to any conduct of Aarons, and as a result, any action on the part of Aarons was not the proximate or producing cause of any alleged injuries or damages Ashley Alford claims to have suffered.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred or reduced by the fact that Ashley Alford consented to, welcomed, and/or voluntarily participated in any statements or conduct complained of in this action.

FOURTEENTH AFFIRMATIVE DEFENSE

Ashley Alford did not exercise due caution and care with respect to the matters alleged in the Complaint and if, in fact, Ashley Alford suffered any damage or injury, she contributed in whole or in part to such damage or injury, and, therefore, any remedy or recovery to which Plaintiff and/or Ashley Alford might otherwise be entitled must be denied or reduced accordingly.

FIFTEENTH AFFIRMATIVE DEFENSE

Any discriminatory employment decisions by Aarons' managerial agents were contrary to Aarons' good-faith efforts to comply with Title VII of the Civil Rights Act of 1964, as amended.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to recover damages under any facts or theories set forth in the Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

Aarons hereby reserves the right to amend this Answer or add additional affirmative defenses, or to withdraw affirmative defenses, after reasonable opportunity for appropriate discovery.

WHEREFORE, having fully answered the allegations in Plaintiff's Complaint, Aarons requests that the Court enter an order dismissing the Complaint in its entirety with prejudice, awarding Aarons its costs and expenses, including reasonable

attorneys' fees, and awarding Aarons other relief as this Court deems just and proper.

Respectfully submitted this 1st day of December, 2008.

s/Alisa P. Cleek
Alisa P. Cleek - Lead Counsel
Georgia Bar No. 581063
(*Pro hac vice* pending)

s/Elliott M. Friedman
Elliott M. Friedman
Georgia Bar No. 277566
(*Pro hac vice* pending)

ELARBEE, THOMPSON, SAPP & WILSON, LLP
229 Peachtree Street, NE
800 International Tower
Atlanta, Georgia 30303
Telephone: (404) 659-6700
Facsimile: (404) 222-9718
Email: cleek@elarbeethompson.com
friedman@elarbeethompson.com

s/Shari R. Rhode
Shari R. Rhode
Illinois Bar No. 02324598

s/Kristen Glasford
Kristen Glasford
Illinois Bar No. 06281800

RHODE & JACKSON, P.C.
1405 West Main Street
Carbondale, Illinois 62901
Telephone: (888) 619-6766
Facsimile: (618) 529-8582
Email: srhode@rhodeandjackson.com
kglasford@rhodeandjackson.com

Attorneys for Defendant Aaron Rents, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and)	
)	
ASHLEY ALFORD,)	
)	
Plaintiff-Intervenor,)	
)	
v.)	CIVIL ACTION NO.
)	3:08-cv-00683-MJR-DGW
)	
AARON RENTS, INC. d/b/a AARON)	
SALES AND LEASE OWNERSHIP,)	
RICHARD MOORE, AND BRAD MARKIN,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2008, I electronically filed the foregoing **DEFENDANT AARON RENTS, INC.'S ANSWER TO PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S COMPLAINT** with the Clerk of Court using the CM/ECF system which will automatically send notification of such filing to the following:

Barbara A. Seely
Jan Shelly
Judy L. Cates

s/Shari R. Rhode _____
Shari R. Rhode
Illinois Bar No. 02324598

RHODE & JACKSON, P.C.
1405 West Main Street
Carbondale, Illinois 62901
Telephone: (888) 619-6766
Facsimile: (618) 529-8582
Email: srhode@rhodeandjackson.com

Attorneys for Defendant Aaron Rents, Inc.