

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-INTERVENOR
ASHLEY ALFORD'S FIRST AMENDED COMPLAINT IN INTERVENTION**

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/Intervenor Ashley Alford's First Amended Complaint in Intervention ("Plaintiff-Intervenor's Complaint") as follows:

PARTIES

1.

Answering the allegations contained in Paragraph 1 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as to Plaintiff-Intervenor Ashley Alford's ("Plaintiff-Intervenor")

residence and/or citizenship, and therefore, denies same. Except as specifically stated herein, the remaining allegations contained in Paragraph 1 of Plaintiff-Intervenor's Complaint are denied.

2.

Answering the allegations contained in Paragraph 2 of Plaintiff-Intervenor's Complaint, Aarons admits that it is a Georgia corporation with its principal place of business located at 309 East Paces Ferry Road, N.E., Atlanta, Georgia 30305. Except as specifically admitted herein, the remaining allegations contained in Paragraph 2 of Plaintiff-Intervenor's Complaint are denied.

3.

Answering the allegations contained in Paragraph 3 of the Plaintiff-Intervenor's Complaint, Aarons admits that it is a corporation, duly registered to conduct business in the State of Illinois and does conduct business in the State of Illinois, including St. Clair County, Illinois. Except as specifically admitted herein, the remaining allegations contained in Paragraph 3 of Plaintiff-Intervenor's Complaint are denied.

4.

Answering the allegations contained in Paragraph 4 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as

to Defendant Richard Moore's residence and/or citizenship at all times relevant to Plaintiff-Intervenor's Complaint, and therefore, denies same. Except as specifically stated herein, the remaining allegations contained in Paragraph 4 of Plaintiff-Intervenor's Complaint are denied.

5.

Answering the allegations contained in Paragraph 5 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as to Defendant Brad Martin's residence and/or citizenship at all times relevant to Plaintiff-Intervenor's Complaint, and therefore, denies same. Except as specifically stated herein, the remaining allegations contained in Paragraph 5 of Plaintiff-Intervenor's Complaint are denied.

GENERAL ALLEGATIONS

6.

Answering the allegations contained in Paragraph 6 of Plaintiff-Intervenor's Complaint, Aarons admits it is a corporation doing business as Aaron's Sales and Lease Ownership. Except as specifically admitted herein, the remaining allegations contained in Paragraph 6 of Plaintiff-Intervenor's Complaint are denied.

7.

Answering the allegations contained in Paragraph 7 of Plaintiff-Intervenor's Complaint, Aarons admits it owns and operates a store located at 2035 West Highway 50, Fairview Heights, St. Clair County, Illinois, 62208. Except as specifically admitted herein, the remaining allegations contained in Paragraph 7 of Plaintiff-Intervenor's Complaint are denied.

8.

Answering the allegations contained in Paragraph 8 of Plaintiff-Intervenor's Complaint, Aarons admits that Defendant Richard Moore was employed by Aarons as a General Manager at the store located at 2035 West Highway 50, Fairview Heights, Illinois, 62208 from on or about September 7, 2005 through on or about November 20, 2006, but was suspended pending an investigation effective from October 13, 2006 through November 20, 2006. Except as specifically admitted herein, the remaining allegations contained in Paragraph 8 of Plaintiff-Intervenor's Complaint are denied.

9.

Answering the allegations contained in Paragraph 9 of Plaintiff-Intervenor's Complaint, Aarons admits that Plaintiff-Intervenor was employed by Aarons as a Customer Service Representative at the store located at 2035 West Highway 50,

Fairview Heights, Illinois, 62208 from on or about October 31, 2005 through on or about April 9, 2007. Except as specifically admitted herein, the remaining allegations contained in Paragraph 9 of Plaintiff-Intervenor's Complaint are denied.

10.

Aarons denies the allegations contained in Paragraph 10 of Plaintiff-Intervenor's Complaint.

11.

Aarons denies the allegations contained in Paragraph 11 of Plaintiff-Intervenor's Complaint.

12.

Aarons denies the allegations contained in Paragraph 12 of Plaintiff-Intervenor's Complaint.

13.

Aarons denies the allegations contained in Paragraph 13 of Plaintiff-Intervenor's Complaint.

14.

Aarons denies the allegations contained in Paragraph 14 of Plaintiff-Intervenor's Complaint.

15.

Aarons denies the allegations contained in Paragraph 15 of Plaintiff-Intervenor's Complaint.

JURISDICTION AND VENUE

16.

Answering the allegations contained in Paragraph 16 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 16 is a mere statement of jurisdiction to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 16 are denied.

17.

Answering the allegations contained in Paragraph 17 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 17 is a mere statement of jurisdiction to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 17 are denied.

18.

Answering the allegations contained in Paragraph 18 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 18 is a mere statement of jurisdiction to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 18 are denied.

19.

Answering the allegations contained in Paragraph 19 of Plaintiff-Intervenor's Complaint, Aarons denies that it has committed any unlawful employment practices in the Southern District of Illinois against Plaintiff-Intervenor. Further answering Paragraph 19, Aarons states that Paragraph 19 is a mere statement of jurisdiction to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 19 are denied.

20.

Answering the allegations contained in Paragraph 20 of Plaintiff-Intervenor's Complaint, Aarons states that the allegations in Paragraph 20 are a mere statement of venue to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 20 are denied.

COUNT I - COMMON LAW ASSAULT

Aarons states that Count I - Common Law Assault does not allege claims against Aarons, and therefore, requires no answer from Aarons. To the extent that any such response is warranted, however, Aarons responds as follows to each of individually numbered paragraphs in Plaintiff-Intervenor's Complaint.

21.

Answering Paragraph 21 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 20 of Plaintiff-Intervenor's Complaint.

22.

Aarons denies the allegations contained in Paragraph 22 of Plaintiff-Intervenor's Complaint.

23.

Aarons denies the allegations contained in Paragraph 23 of Plaintiff-Intervenor's Complaint.

24.

Aarons denies the allegations contained in Paragraph 24 of Plaintiff-Intervenor's Complaint.

25.

Aarons denies the allegations contained in Paragraph 25 of Plaintiff-Intervenor's Complaint.

26.

Answering the allegations contained in Paragraph 26 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as to whether Plaintiff-Intervenor had previously been referred to as "Trixie" or "Trix," and therefore, denies same. Except as

specifically admitted herein, the remaining allegations contained in Paragraph 26 are denied.

27.

Aarons denies the allegations contained in Paragraph 27 of Plaintiff-Intervenor's Complaint.

28.

Aarons denies the allegations contained in Paragraph 28 of Plaintiff-Intervenor's Complaint.

29.

Aarons denies the allegations contained in Paragraph 29 of Plaintiff-Intervenor's Complaint.

30.

Aarons denies the allegations contained in Paragraph 28 of Plaintiff-Intervenor's Complaint.

31.

Aarons denies the allegations contained in Paragraph 31 of Plaintiff-Intervenor's Complaint.

32.

Aarons denies the allegations contained in Paragraph 32 of Plaintiff-Intervenor's Complaint.

33.

Aarons denies the allegations contained in Paragraph 33 of Plaintiff-Intervenor's Complaint.

34.

Aarons denies the allegations contained in Paragraph 34 of Plaintiff-Intervenor's Complaint.

35.

Aarons denies the allegations contained in Paragraph 35 of Plaintiff-Intervenor's Complaint.

36.

Aarons denies the allegations contained in Paragraph 36 of Plaintiff/Intervenor's Complaint.

37.

Aarons denies the allegations contained in Paragraph 37 of Plaintiff-Intervenor's Complaint.

38.

Aarons denies the allegations contained in Paragraph 38 of Plaintiff-Intervenor's Complaint.

39.

Aarons denies the allegations contained in Paragraph 39 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 39 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT II - COMMON LAW BATTERY

Aarons states that Count II - Common Law Battery does not allege claims against Aarons, and therefore, requires no answer from Aarons. To the extent that any such response is warranted, however, Aarons responds as follows to each of individually numbered paragraphs in Plaintiff-Intervenor's Complaint.

40.

Answering Paragraph 40 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 39 of Plaintiff-Intervenor's Complaint.

41.

Aarons denies the allegations contained in Paragraph 41 of Plaintiff-Intervenor's Complaint.

42.

Aarons denies the allegations contained in Paragraph 42 of Plaintiff-Intervenor's Complaint.

43.

Aarons denies the allegations contained in Paragraph 43 of Plaintiff-Intervenor's Complaint.

44.

Aarons denies the allegations contained in Paragraph 44 of Plaintiff-Intervenor's Complaint.

45.

Answering the allegations contained in Paragraph 45 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as to whether Plaintiff-Intervenor had previously been referred to as "Trixie" or "Trix," and therefore, denies same. Except as specifically stated herein, the remaining allegations contained in Paragraph 45 are denied.

46.

Aarons denies the allegations contained in Paragraph 46 of Plaintiff-Intervenor's Complaint.

47.

Aarons denies the allegations contained in Paragraph 47 of Plaintiff-Intervenor's Complaint.

48.

Aarons denies the allegations contained in Paragraph 48 of Plaintiff-Intervenor's Complaint.

49.

Aarons denies the allegations contained in Paragraph 49 of Plaintiff-Intervenor's Complaint.

50.

Aarons denies the allegations contained in Paragraph 50 of Plaintiff-Intervenor's Complaint.

51.

Aarons denies the allegations contained in Paragraph 51 of Plaintiff-Intervenor's Complaint.

52.

Aarons denies the allegations contained in Paragraph 52 of Plaintiff-Intervenor's Complaint.

53.

Aarons denies the allegations contained in Paragraph 53 of Plaintiff-Intervenor's Complaint.

54.

Aarons denies the allegations contained in Paragraph 54 of Plaintiff-Intervenor's Complaint.

55.

Aarons denies the allegations contained in Paragraph 55 of Plaintiff-Intervenor's Complaint.

56.

Aarons denies the allegations contained in Paragraph 56 of Plaintiff-Intervenor's Complaint.

57.

Aarons denies the allegations contained in Paragraph 57 of Plaintiff-Intervenor's Complaint.

58.

Aarons denies the allegations contained in Paragraph 58 of Plaintiff-Intervenor's Complaint.

59.

Aarons denies the allegations contained in Paragraph 59 of Plaintiff-Intervenor's Complaint.

60.

Aarons denies the allegations contained in Paragraph 60 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 60 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT III - NEGLIGENT HIRING

61.

Answering Paragraph 61 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 60 of Plaintiff-Intervenor's Complaint.

62.

Answering Paragraph 62 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 62 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to the hiring and training of individuals. Except as specifically

stated herein, Aarons denies the remaining allegations contained in Paragraph 61 of Plaintiff-Intervenor's Complaint.

63.

Answering Paragraph 63 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 63 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to conducting background checks and interviewing supervisory candidates. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 61 of Plaintiff-Intervenor's Complaint.

64.

Answering Paragraph 64 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 64 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to the hiring of individuals. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 64 of Plaintiff-Intervenor's Complaint.

65.

Answering Paragraph 65 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 65 calls for a legal conclusion to

which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to the hiring of individuals. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 65 of Plaintiff-Intervenor's Complaint.

66.

Aarons denies the allegations contained in Paragraph 66 of Plaintiff-Intervenor's Complaint, including subparagraphs (a) through (d).

67.

Aarons denies the allegations contained in Paragraph 67 of Plaintiff-Intervenor's Complaint.

68.

Aarons denies the allegations contained in Paragraph 68 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 68 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT IV - NEGLIGENT RETENTION

69.

Answering Paragraph 69 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set

forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 69 of Plaintiff-Intervenor's Complaint.

70.

Aarons denies the allegations contained in Paragraph 70 of Plaintiff-Intervenor's Complaint.

71.

Aarons denies the allegations contained in Paragraph 71 of Plaintiff-Intervenor's Complaint.

72.

Aarons denies the allegations contained in Paragraph 72 of Plaintiff-Intervenor's Complaint.

73.

Aarons denies the allegations contained in Paragraph 73 of Plaintiff-Intervenor's Complaint.

74.

Aarons denies the allegations contained in Paragraph 74 of Plaintiff-Intervenor's Complaint.

75.

Aarons denies the allegations contained in Paragraph 75 of Plaintiff-Intervenor's Complaint.

76.

Aarons denies the allegations contained in Paragraph 76 of Plaintiff-Intervenor's Complaint.

77.

Aarons denies the allegations contained in Paragraph 77 of Plaintiff-Intervenor's Complaint.

78.

Aarons denies the allegations contained in Paragraph 78 of Plaintiff-Intervenor's Complaint.

79.

Aarons denies the allegations contained in Paragraph 79 of Plaintiff-Intervenor's Complaint.

80.

Aarons denies the allegations contained in Paragraph 80 of Plaintiff-Intervenor's Complaint.

81.

Answering Paragraph 81 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 81 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to ensuring that employees are fit for their position. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 81 of Plaintiff-Intervenor's Complaint.

82.

Aarons denies the allegations contained in Paragraph 82 of Plaintiff-Intervenor's Complaint, including subparagraphs (a) through (d).

83.

Aarons denies the allegations contained in Paragraph 83 of Plaintiff-Intervenor's Complaint.

84.

Aarons denies the allegations contained in Paragraph 84 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 84 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT V - NEGLIGENT SUPERVISION

85.

Answering Paragraph 85 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 84 of Plaintiff-Intervenor's Complaint.

86.

Aarons denies the allegations contained in Paragraph 86 of Plaintiff-Intervenor's Complaint.

87.

Aarons denies the allegations contained in Paragraph 87 of Plaintiff-Intervenor's Complaint.

88.

Aarons denies the allegations contained in Paragraph 88 of Plaintiff-Intervenor's Complaint.

89.

Aarons denies the allegations contained in Paragraph 89 of Plaintiff-Intervenor's Complaint.

90.

Aarons denies the allegations contained in Paragraph 90 of Plaintiff-Intervenor's Complaint.

91.

Aarons denies the allegations contained in Paragraph 91 of Plaintiff-Intervenor's Complaint.

92.

Answering Paragraph 92 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 92 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to supervising employees. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 92 of Plaintiff-Intervenor's Complaint.

93.

Aarons denies the allegations contained in Paragraph 93 of Plaintiff-Intervenor's Complaint, including subparagraphs (a) through (d).

94.

Aarons denies the allegations contained in Paragraph 94 of Plaintiff-Intervenor's Complaint.

95.

Aarons denies the allegations contained in Paragraph 95 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 95 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT VI - NEGLIGENT INVESTIGATING OF A SEXUAL HARASSMENT CLAIM

96.

Answering Paragraph 96 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 95 of Plaintiff-Intervenor's Complaint.

97.

Aarons denies the allegations contained in Paragraph 97 of Plaintiff-Intervenor's Complaint.

98.

Aarons denies the allegations contained in Paragraph 98 of Plaintiff-Intervenor's Complaint.

99.

Aarons denies the allegations contained in Paragraph 99 of Plaintiff-Intervenor's Complaint.

100.

Aarons denies the allegations contained in Paragraph 100 of Plaintiff-Intervenor's Complaint.

101.

Aarons denies the allegations contained in Paragraph 101 of Plaintiff-Intervenor's Complaint.

102.

Aarons denies the allegations contained in Paragraph 102 of Plaintiff-Intervenor's Complaint.

103.

Aarons denies the allegations contained in Paragraph 103 of Plaintiff-Intervenor's Complaint.

104.

Aarons denies the allegations contained in Paragraph 104 of Plaintiff-Intervenor's Complaint.

105.

Answering Paragraph 105 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 105 calls for a legal

conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to investigating allegations of sexual harassment. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 105 of Plaintiff-Intervenor's Complaint.

106.

Aarons denies the allegations contained in Paragraph 106 of Plaintiff-Intervenor's Complaint, including subparagraphs (a) through (i).

107.

Aarons denies the allegations contained in Paragraph 107 of Plaintiff-Intervenor's Complaint.

108.

Aarons denies the allegations contained in Paragraph 108 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 108 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT VII - NEGLIGENT REPAIR

109.

Answering Paragraph 109 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 108 of Plaintiff-Intervenor's Complaint.

110.

Aarons denies the allegations contained in Paragraph 110 of Plaintiff-Intervenor's Complaint.

111.

Aarons denies the allegations contained in Paragraph 111 of Plaintiff-Intervenor's Complaint.

112.

Aarons denies the allegations contained in Paragraph 112 of Plaintiff-Intervenor's Complaint.

113.

Aarons denies the allegations contained in Paragraph 113 of Plaintiff-Intervenor's Complaint.

114.

Aarons denies the allegations contained in Paragraph 114 of Plaintiff-Intervenor's Complaint.

115.

Aarons denies the allegations contained in Paragraph 115 of Plaintiff-Intervenor's Complaint.

116.

Aarons denies the allegations contained in Paragraph 116 of Plaintiff-Intervenor's Complaint.

117.

Aarons denies the allegations contained in Paragraph 117 of Plaintiff-Intervenor's Complaint.

118.

Aarons denies the allegations contained in Paragraph 118 of Plaintiff-Intervenor's Complaint.

119.

Answering Paragraph 119 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 119 calls for a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, Aarons admits that it has complied with any legal obligations that it has with regard to maintaining a safe working environment. Except as specifically stated herein, Aarons denies the remaining allegations contained in Paragraph 119 of Plaintiff-Intervenor's Complaint.

120.

Aarons denies the allegations contained in Paragraph 120 of Plaintiff-Intervenor's Complaint, including subparagraph (a) through (b).

121.

Aarons denies the allegations contained in Paragraph 121 of Plaintiff-Intervenor's Complaint.

122.

Aarons denies the allegations contained in Paragraph 122 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 122 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT VIII - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

123.

Answering Paragraph 123 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 122 of Plaintiff-Intervenor's Complaint.

124.

Aarons denies the allegations contained in Paragraph 124 of Plaintiff-Intervenor's Complaint.

125.

Aarons denies the allegations contained in Paragraph 125 of Plaintiff-Intervenor's Complaint.

126.

Aarons denies the allegations contained in Paragraph 126 of Plaintiff-Intervenor's Complaint.

127.

Aarons denies the allegations contained in Paragraph 127 of Plaintiff-Intervenor's Complaint.

128.

Aarons denies the allegations contained in Paragraph 128 of Plaintiff-Intervenor's Complaint.

129.

Aarons denies the allegations contained in Paragraph 129 of Plaintiff-Intervenor's Complaint.

130.

Aarons denies the allegations contained in Paragraph 130 of Plaintiff-Intervenor's Complaint.

131.

Aarons denies the allegations contained in Paragraph 131 of Plaintiff-Intervenor's Complaint.

132.

Aarons denies the allegations contained in Paragraph 132 of Plaintiff-Intervenor's Complaint.

133.

Aarons denies the allegations contained in Paragraph 133 of Plaintiff-Intervenor's Complaint.

134.

Aarons denies the allegations contained in Paragraph 134 of Plaintiff-Intervenor's Complaint.

135.

Aarons denies the allegations contained in Paragraph 135 of Plaintiff-Intervenor's Complaint.

136.

Aarons denies the allegations contained in Paragraph 136 of Plaintiff-Intervenor's Complaint.

137.

Aarons denies the allegations contained in Paragraph 137 of Plaintiff-Intervenor's Complaint.

138.

Aarons denies the allegations contained in Paragraph 138 of Plaintiff-Intervenor's Complaint.

139.

Aarons denies the allegations contained in Paragraph 139 of Plaintiff-Intervenor's Complaint.

140.

Aarons denies the allegations contained in Paragraph 140 of Plaintiff-Intervenor's Complaint.

141.

Aarons denies the allegations contained in Paragraph 141 of Plaintiff-Intervenor's Complaint.

142.

Aarons denies the allegations contained in Paragraph 142 of Plaintiff-Intervenor's Complaint.

143.

Aarons denies the allegations contained in Paragraph 143 of Plaintiff-Intervenor's Complaint.

144.

Aarons denies the allegations contained in Paragraph 144 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 144 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT IX - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Aarons states that Count IX - Intentional Infliction of Emotional Distress does not allege claims against Aarons, and therefore, requires no answer from Aarons. To the extent that any such response is warranted, however, Aarons responds as follows to each of individually numbered paragraphs in Plaintiff-Intervenor's Complaint.

145.

Answering Paragraph 145 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 144 of Plaintiff-Intervenor's Complaint.

146.

Aarons denies the allegations contained in Paragraph 146 of Plaintiff-Intervenor's Complaint.

147.

Aarons denies the allegations contained in Paragraph 147 of Plaintiff-Intervenor's Complaint.

148.

Aarons denies the allegations contained in Paragraph 148 of Plaintiff-Intervenor's Complaint.

149.

Aarons denies the allegations contained in Paragraph 149 of Plaintiff-Intervenor's Complaint.

150.

Aarons denies the allegations contained in Paragraph 150 of Plaintiff-Intervenor's Complaint.

151.

Aarons denies the allegations contained in Paragraph 151 of Plaintiff-Intervenor's Complaint.

152.

Aarons denies the allegations contained in Paragraph 152 of Plaintiff-Intervenor's Complaint.

153.

Aarons denies the allegations contained in Paragraph 153 of Plaintiff-Intervenor's Complaint.

154.

Aarons denies the allegations contained in Paragraph 154 of Plaintiff-Intervenor's Complaint.

155.

Aarons denies the allegations contained in Paragraph 155 of Plaintiff-Intervenor's Complaint.

156.

Aarons denies the allegations contained in Paragraph 156 of Plaintiff-Intervenor's Complaint.

157.

Aarons denies the allegations contained in Paragraph 157 of Plaintiff-Intervenor's Complaint.

158.

Aarons denies the allegations contained in Paragraph 158 of Plaintiff-Intervenor's Complaint.

159.

Aarons denies the allegations contained in Paragraph 159 of Plaintiff-Intervenor's Complaint.

160.

Aarons denies the allegations contained in Paragraph 160 of Plaintiff-Intervenor's Complaint.

161.

Aarons denies the allegations contained in Paragraph 161 of Plaintiff-Intervenor's Complaint.

162.

Aarons denies the allegations contained in Paragraph 162 of Plaintiff-Intervenor's Complaint.

163.

Aarons denies the allegations contained in Paragraph 163 of Plaintiff-Intervenor's Complaint.

164.

Aarons denies the allegations contained in Paragraph 164 of Plaintiff-Intervenor's Complaint.

165.

Aarons denies the allegations contained in Paragraph 165 of Plaintiff-Intervenor's Complaint.

166.

Aarons denies the allegations contained in Paragraph 166 of Plaintiff-Intervenor's Complaint.

167.

Aarons denies the allegations contained in Paragraph 165 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 167 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT X - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

168.

Answering Paragraph 168 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 167 of Plaintiff-Intervenor's Complaint.

169.

Aarons denies the allegations contained in Paragraph 169 of Plaintiff-Intervenor's Complaint.

170.

Aarons denies the allegations contained in Paragraph 170 of Plaintiff-Intervenor's Complaint.

171.

Aarons denies the allegations contained in Paragraph 171 of Plaintiff-Intervenor's Complaint.

172.

Aarons denies the allegations contained in Paragraph 172 of Plaintiff-Intervenor's Complaint.

173.

Aarons denies the allegations contained in Paragraph 173 of Plaintiff-Intervenor's Complaint.

174.

Aarons denies the allegations contained in Paragraph 174 of Plaintiff-Intervenor's Complaint.

175.

Aarons denies the allegations contained in Paragraph 175 of Plaintiff-Intervenor's Complaint.

176.

Aarons denies the allegations contained in Paragraph 176 of Plaintiff-Intervenor's Complaint.

177.

Aarons denies the allegations contained in Paragraph 177 of Plaintiff-Intervenor's Complaint.

178.

Aarons denies the allegations contained in Paragraph 178 of Plaintiff-Intervenor's Complaint.

179.

Aarons denies the allegations contained in Paragraph 179 of Plaintiff-Intervenor's Complaint.

180.

Aarons denies the allegations contained in Paragraph 180 of Plaintiff-Intervenor's Complaint.

181.

Aarons denies the allegations contained in Paragraph 181 of Plaintiff-Intervenor's Complaint.

182.

Aarons denies the allegations contained in Paragraph 182 of Plaintiff-Intervenor's Complaint.

183.

Aarons denies the allegations contained in Paragraph 183 of Plaintiff-Intervenor's Complaint.

184.

Aarons denies the allegations contained in Paragraph 184 of Plaintiff-Intervenor's Complaint.

185.

Aarons denies the allegations contained in Paragraph 185 of Plaintiff-Intervenor's Complaint.

186.

Aarons denies the allegations contained in Paragraph 186 of Plaintiff-Intervenor's Complaint.

187.

Aarons denies the allegations contained in Paragraph 187 of Plaintiff-Intervenor's Complaint.

188.

Aarons denies the allegations contained in Paragraph 188 of Plaintiff-Intervenor's Complaint.

189.

Aarons denies the allegations contained in Paragraph 189 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 189 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT XI - RETALIATION

190.

Answering Paragraph 190 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 189 of Plaintiff-Intervenor's Complaint.

191.

Answering the allegations contained in Paragraph 191 of Plaintiff-Intervenor's Complaint, Aarons states that it is without knowledge or information sufficient to form a belief as to whether Plaintiff-Intervenor was attending college at the time she began working for Aarons in or about October 2005, and therefore, denies same. Except as specifically stated herein, the remaining allegations contained in Paragraph 191 are denied.

192.

Aarons denies the allegations contained in Paragraph 192 of Plaintiff-Intervenor's Complaint.

193.

Aarons denies the allegations contained in Paragraph 193 of Plaintiff-Intervenor's Complaint.

194.

Aarons denies the allegations contained in Paragraph 194 of Plaintiff-Intervenor's Complaint.

195.

Aarons denies the allegations contained in Paragraph 195 of Plaintiff-Intervenor's Complaint.

196.

Answering the allegations contained in Paragraph 196 of Plaintiff-Intervenor's Complaint, Aarons admits that Plaintiff-Intervenor filed a charge of discrimination with the Equal Employment Opportunity Commission on or about February 15, 2007, the language of which speaks for itself. Except as specifically stated herein, the remaining allegations contained in Paragraph 196 are denied.

197.

Answering the allegations contained in Paragraph 197 of Plaintiff-Intervenor's Complaint, Aarons admits that Plaintiff-Intervenor filed a charge of discrimination with the Equal

Employment Opportunity Commission on or about February 15, 2007, the language of which speaks for itself. Except as specifically stated herein, the remaining allegations contained in Paragraph 197 are denied.

198.

Aarons denies the allegations contained in Paragraph 198 of Plaintiff-Intervenor's Complaint.

199.

Aarons denies the allegations contained in Paragraph 199 of Plaintiff-Intervenor's Complaint.

200.

Aarons denies the allegations contained in Paragraph 200 of Plaintiff-Intervenor's Complaint.

201.

Aarons denies the allegations contained in Paragraph 201 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 201 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

COUNT XII - SEXUAL HARASSMENT

202.

Answering Paragraph 202 of Plaintiff-Intervenor's Complaint, Aarons realleges and incorporates by reference, as if

fully set forth herein, its Affirmative Defenses and its responses to Paragraphs 1 through 201 of Plaintiff-Intervenor's Complaint.

203.

Answering the allegations contained in Paragraph 203 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 203 is a mere statement of Plaintiff's claims to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 203 are denied.

204.

Aarons denies the allegations contained in Paragraph 204 of Plaintiff-Intervenor's Complaint.

205.

Answering the allegations contained in Paragraph 205 of Plaintiff-Intervenor's Complaint, Aarons states that Paragraph 205 states a legal conclusion to which a responsive pleading is neither necessary nor proper. To the extent a response is warranted, the allegations contained in Paragraph 205 are denied.

206.

Answering the allegations contained in Paragraph 206 of Plaintiff-Intervenor's Complaint, Aarons admits that more than thirty days elapsed between the filing of Ashley Alford's charge

of discrimination with the Equal Employment Opportunity Commission and the institution of this lawsuit by the Equal Employment Opportunity Commission. Further answering, Aarons denies that all conditions precedent to the institution of this lawsuit have been fulfilled, as Plaintiff's allegations herein are beyond the scope of the allegations in the charge of discrimination. Additionally, some of the allegations in the charge of discrimination occurred more than 300 days prior to the filing of the charge of discrimination. Except as specifically stated herein, the remaining allegations contained in Paragraph 206 of Plaintiff-Intervenor's Complaint are denied.

207.

Aarons denies the allegations contained in Paragraph 207 of Plaintiff-Intervenor's Complaint, including subparagraph (a) through (c).

208.

Aarons denies the allegations contained in Paragraph 208 of Plaintiff-Intervenor's Complaint.

209.

Aarons denies the allegations contained in Paragraph 209 of Plaintiff-Intervenor's Complaint.

210.

Aarons denies the allegations contained in Paragraph 210 of Plaintiff-Intervenor's Complaint.

Answering the WHEREFORE clause immediately following Paragraph 210 of Plaintiff-Intervenor's Complaint, Aarons denies that Plaintiff-Intervenor is entitled to the relief requested therein or any relief at all.

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

Plaintiff-Intervenor's claims are barred by the doctrines of consent, waiver, estoppel, justification, laches, license, unclean hands, after-acquired evidence, and/or accord and satisfaction.

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. Aarons has not intentionally or willfully violated Plaintiff-Intervenor's rights in any manner or acted maliciously or with reckless indifference with respect to Plaintiff-Intervenor or any aspect of her employment. At no time has Aarons acted with any intent to injure Plaintiff-Intervenor.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff-Intervenor is not entitled to recover damages, including compensatory or punitive, under any facts or theories

set forth in the Complaint. Furthermore, Plaintiff-Intervenor is not entitled to any of the relief, equitable, declaratory, or legal, requested in Plaintiff-Intervenor's Complaint.

FIFTH AFFIRMATIVE DEFENSE

All or part of Plaintiff-Intervenor's Complaint is barred by Plaintiff-Intervenor'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 Plaintiff-Intervenor unreasonably failed to take advantage of any preventive or corrective opportunities provided by Aarons or to avoid harm otherwise.

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

Plaintiff-Intervenor has failed to mitigate her alleged damages as required by law.

ELEVENTH AFFIRMATIVE DEFENSE

Any damages that Plaintiff-Intervenor 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-Intervenor, 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 Plaintiff-Intervenor claims to have suffered.

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff-Intervenor did not exercise due caution and care with respect to the matters alleged in the Complaint and if, in fact, Plaintiff-Intervenor 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-Intervenor might otherwise be entitled must be denied or reduced accordingly.

FIFTEENTH AFFIRMATIVE DEFENSE

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

SIXTEENTH AFFIRMATIVE DEFENSE

To the extent any employee, manager, supervisor, director or officer of Aarons engaged in any unlawful conduct as alleged in Plaintiff-Intervenor's Complaint, such actions were outside the scope and course of their employment and were not in furtherance of Aarons' business.

SEVENTEENTH 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.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff-Intervenor's Complaint in Intervention is subject to dismissal due to insufficiency of process and/or service of process.

NINETEENTH AFFIRMATIVE DEFENSE

Defendant is not liable to Plaintiff-Intervenor on her claims of assault and battery because Plaintiff-Intervenor led Defendant to reasonably believe that she consented to the alleged contact by Defendant and the alleged contact by Defendant was the same or was substantially similar to that consented to by Plaintiff-Intervenor.

TWENTIETH 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-Intervenor's Complaint, Aarons requests that the Court enter an order dismissing the Plaintiff-Intervenor's 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
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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-INTERVENOR ASHLEY ALFORD'S FIRST AMENDED COMPLAINT IN INTERVENTION** 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

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