

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

FILED

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U.S. DISTRICT COURT  
N.D. OF ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

R&J ENTERPRISES, d/b/a International  
House of Pancakes, et al.,

Defendants.

Civil Action Number CV-02-C-2314-S

**AMENDED ANSWER OF STRATEGIC OUTSOURCING, INC.**

Defendant Strategic Outsourcing, Inc. ("SOI") amends its answer to the Plaintiff's complaint to read as follows.

**NATURE OF THE ACTION**

1. SOI denies the allegations of Paragraph 1 and demands proof thereof.

**JURISDICTION AND VENUE**

2. SOI admits the Court has jurisdiction over the Plaintiff's claims, but denies the substantive allegations of the Plaintiff's claims.
3. SOI admits the Court has jurisdiction over the Plaintiff's claims, but denies the substantive allegations of the Plaintiff's claims.

**PARTIES**

4. SOI denies the EEOC has authority to bring this action against it. To the extent this allegation applies to the other Defendants, SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

5. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

6. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

7. SOI admits it has more than fifteen employees and does business in Alabama through its subsidiary, Summit Services, Inc. All other allegations are denied.

8. SOI objects to the Plaintiff's use of the word "collective" in this allegation and denies it is an employer "collective" with the other Defendants. SOI admits it is engaged in an industry affecting commerce. With respect to the other Defendants, SOI is without knowledge or information sufficient to form a belief as to the truth of this averment.

9. SOI denies the allegations of Paragraph 9 and demands proof thereof.

**STATEMENT OF CLAIMS**

10. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

11. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

12. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

13. SOI is without knowledge or information sufficient to form a belief as to the truth of this averment. Therefore, it is denied.

14. SOI denies the allegations of Paragraph 14 and demands proof thereof.

15. SOI denies the allegations of Paragraph 15 and demands proof thereof.

16. SOI denies the allegations of Paragraph 16 and demands proof thereof.

17. SOI denies the allegations of Paragraph 17 and demands proof thereof.

18. SOI denies the allegations of Paragraph 18 and demands proof thereof.

19. SOI denies the allegations of Paragraph 19 and demands proof thereof.

### **FIRST DEFENSE**

SOI pleads failure to exhaust administrative remedies.

### **SECOND DEFENSE**

SOI pleads the EEOC failed to comply with 42 U.S.C. § 2000e-5(b) in that it failed to give SOI timely notice of the charge, failed to investigate (at least with respect to SOI), and failed to engage in good faith efforts at conciliation. See Equal Employment Opportunity Commission v. American Nat'l Bank, 652 F.2d 1766 (4<sup>th</sup> Cir. 1981), rehearing denied 680 F.2d 965, cert. denied 459 U.S. 923.

**THIRD DEFENSE**

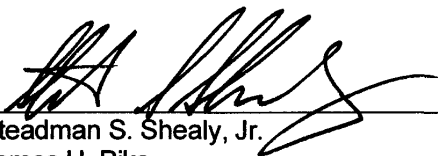
SOI pleads the charging parties and the EEOC failed to comply with the statutory prerequisites of Title VII before suit was filed.

**FOURTH DEFENSE**

SOI pleads it promptly took such measures as were within its control when it learned of the complaints against the restaurant.

**FIFTH DEFENSE**

SOI pleads it exercised reasonable care to prevent and correct promptly any sexually harassing behavior, and the employees at issue failed to take advantage of any preventive or corrective opportunities provided by SOI or to avoid harm otherwise. See Faragher v. City of Boca Raton, 524 U.S. 775 (1998).

  
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Inc.

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**CERTIFICATE OF SERVICE**

I, James H. Pike, certify that on March 11, 2003, I mailed a copy of this document to the following person(s) with postage prepaid:

Charles E. Guerrier  
Mildred Byrd  
Naomi Hilton Archer  
Equal Employment Opportunity Commission  
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Of Counsel