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AT SEATTLE
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WESTERN DISTRICT OF WASHINGTON
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THE HONORABLE ROBERT S. LASNIK



99-CV-01227-ANS

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KHALIL NOURI, et al.,

Plaintiffs,

v.

THE BOEING COMPANY, a Delaware
corporation,

Defendant.

NO. c99-1227L

DEFENDANT'S AMENDED ANSWER
TO PLAINTIFFS' FIFTH AMENDED
CONSOLIDATED CLASS ACTION
COMPLAINT

The Boeing Company ("Boeing"), by and through its attorneys, submits its Answer to Plaintiffs' Fifth Amended Consolidated Class Action Complaint ("Plaintiffs' Fifth Amended CAC"), answering Plaintiffs' Fifth Amended CAC as follows:

I. ANSWER

1. Answering paragraph 1 of Plaintiffs' Fifth Amended CAC, Boeing admits that plaintiffs purport to bring this action as stated in paragraph 1, and except as so admitted, Boeing denies the allegations contained therein.

2. Answering paragraph 2 of Plaintiffs' Fifth Amended CAC, Boeing admits that plaintiffs purport to bring claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., and 42 U.S.C. § 1981. Boeing denies that this Court has

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1 subject matter jurisdiction over all of plaintiffs' claims brought under 42 U.S.C. § 2000e, et
2 seq., and denies the remainder of this paragraph because it constitutes a legal conclusion
3 which requires no answer. Except as so admitted, Boeing denies the allegations contained in
4 paragraph 2.
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9 3. Answering paragraph 3 of Plaintiffs' Fifth Amended CAC, the first sentence of
10 this paragraph states a legal conclusion which requires no answer, and therefore Boeing
11 denies the same. Boeing admits that its principal place of business is in Washington, but
12 denies that any unlawful acts alleged by plaintiffs occurred. Except as so admitted, Boeing
13 denies the allegations contained in paragraph 3.
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19 4. Answering paragraph 4 of Plaintiffs' Fifth Amended CAC, Boeing denies the
20 allegations contained therein.
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23 5. Answering paragraph 5 of Plaintiffs' Fifth Amended CAC, Boeing admits that
24 Lear S. Lavi was an employee of Boeing from April 26, 1991, to October 8, 1999, in Renton,
25 Washington on the 737/757 Program. Boeing further states that Lavi is classified as white,
26 according to Company records. Boeing lacks knowledge or information sufficient to form a
27 belief as to the truth or falsity of the remaining allegations in paragraph 5 and therefore denies
28 the same.
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35 6. Answering paragraph 6 of Plaintiffs' Fifth Amended CAC, Boeing admits that
36 Ahmad Golchin was employed by Boeing in Everett, Washington from February 1997 until
37 January 29, 1999, and that according to Company records, Golchin's last known address is
38 located in Marysville, Washington, and he is classified as white. Boeing further states that
39 Golchin has represented to Boeing that he was born in Iran. Boeing lacks knowledge or
40 information sufficient to form a belief as to the truth or falsity of the remaining allegations in
41 paragraph 6 and therefore denies the same.
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1 7. Answering paragraph 7 of Plaintiffs' Fifth Amended CAC, Boeing admits that
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3 Syed I. Rizvi was employed by Boeing in Everett, Washington from September 18, 1992 to
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5 March 26, 1999, and that, according to Company records, Rizvi's last known address is
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7 located in Mill Creek, Washington, and he is classified as Asian/Pacific Islander. Boeing
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9 further states that Rizvi has represented to Boeing that he was born in India. Boeing lacks
10 knowledge or information sufficient to form a belief as to the truth or falsity of the remaining
11 allegations in paragraph 7 and therefore denies the same.
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14 8. Answering paragraph 8 of Plaintiffs' Fifth Amended CAC, Boeing admits that
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16 Mike M. Taing was employed by Boeing from September 9, 1996 to April 23, 2002 in
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18 Everett, Washington. Boeing further admits that Taing has represented that he was born in
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20 Cambodia. Boeing further states that according to Company records, Taing is classified as
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22 white and his last known address is in Everett, Washington. Except as so stated, Boeing
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24 denies the remaining allegations in paragraph 8 .
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27 9. Answering paragraph 9 of Plaintiffs' Fifth Amended CAC, Boeing admits that
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29 Khalil Nouri was employed by Boeing from August 1992 to March 26, 1999, that Nouri
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31 worked at Boeing facilities located in Auburn, Renton, and Everett, Washington, and that,
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33 according to Company records, Nouri's last known address is located in Everett, Washington,
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35 and he is classified as white. Boeing further states that Nouri has represented to Boeing that
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37 he was born in Afghanistan. Boeing lacks knowledge or information sufficient to form a
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39 belief as to the truth or falsity of the remaining allegations in paragraph 9 and therefore denies
40 the same.
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42 10. Answering paragraph 10 of Plaintiffs' Fifth Amended CAC, Boeing admits
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44 that Raul M. Aballe was employed by Boeing from November 25, 1996 to March 26, 1999,
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46 at which time he was laid off as part of a reduction in force. Boeing admits that Aballe has
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1 represented that he was born in The Philippines and is classified in Company records as
2 Asian/Pacific Islander. Boeing further admits that Aballe first worked for Boeing in the
3 Commercial Airplane Group in Auburn Washington. Boeing lacks knowledge or information
4 sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 10
5 and therefore denies the same.
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10 11. Answering paragraph 11 of Plaintiff's Fifth Amended CAC, Boeing admits
11 that Bao Trinh was employed by Boeing in September 1997 in a Manufacturing Engineering
12 group in Everett, Washington. Boeing further admits that Trinh has represented that he is
13 Vietnamese. Except as expressly so admitted, Boeing is without information sufficient to
14 form a belief as to the truth or falsity of the allegations in paragraph 11.
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20 12. Answering paragraph 12 of Plaintiffs' Fifth Amended CAC, Boeing admits
21 that it is a corporation organized under the laws of Delaware, that it operates facilities in the
22 State of Washington and other locations, that it is an employer under 42 U.S.C. § 2000e-(b),
23 and that it does business in the Western District of Washington. Except as so admitted,
24 Boeing denies the allegations contained therein.
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30 13. Answering paragraph 13 of Plaintiffs' Fifth Amended CAC, Boeing denies the
31 allegations contained therein.
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34 14. Answering paragraph 14 of Plaintiffs' Fifth Amended CAC, Boeing denies the
35 allegations contained therein.
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38 15. Answering paragraph 15 of Plaintiffs' Fifth Amended CAC, Boeing denies the
39 allegations contained therein.
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42 16. Answering paragraph 16 of Plaintiffs' Fifth Amended CAC, Boeing admits that
43 plaintiffs seek certification of a class as stated in paragraph 16, but denies that any class
44 should be certified. Except as so admitted, Boeing denies the allegations contained therein.
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1 17. Answering paragraph 17 of Plaintiffs' Fifth Amended CAC, Boeing denies the
2 allegations contained therein.
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4 18. Answering paragraph 18 of Plaintiffs' Fifth Amended CAC, Boeing denies that
5 the class members are sufficiently numerous to make joinder of all members impracticable.
6 Boeing lacks knowledge or information sufficient to form a belief as to the truth or falsity of
7 the remaining allegations in paragraph 18 and therefore denies the same.
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9 19. Answering paragraph 19 of Plaintiffs' Fifth Amended CAC, Boeing denies the
10 allegations contained therein.
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12 20. Answering paragraph 20 of Plaintiffs' Fifth Amended CAC, Boeing denies the
13 allegations contained therein.
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15 21. Answering paragraph 21 of Plaintiffs' Fifth Amended CAC, Boeing denies the
16 allegations contained therein.
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18 22. Answering paragraph 22 of Plaintiffs' Fifth Amended CAC, Boeing denies the
19 allegations contained therein.
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21 23. Answering paragraph 23 of Plaintiffs' Fifth Amended CAC, Boeing denies the
22 allegations contained therein.
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24 24. Answering paragraph 24 of Plaintiffs' Fifth Amended CAC, Boeing states that
25 Lavi is classified as white according to Company records. Boeing admits that Lavi has
26 represented to Boeing that he received a B.S. in Industrial Engineering from the University of
27 Cincinnati in June of 1990 and that he had prior work experience as an engineer with General
28 Dynamics. Boeing lacks knowledge or information sufficient to form a belief as to the truth
29 or falsity of the remaining allegations in paragraph 24 and therefore denies the same.
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31 25. Answering paragraph 25 of Plaintiffs' Fifth Amended CAC, Boeing admits
32 that it hired Lavi in Tool Engineering in April 1991 as a technical employee in a grade 4
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1 classification. Except as expressly so admitted, Boeing denies the remaining allegations of
2 paragraph 25.
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4 26. Answering paragraph 26 of Plaintiffs' Fifth Amended CAC, Boeing denies the
5 allegations contained therein.
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7 27. Answering paragraph 27 of Plaintiffs' Fifth Amended CAC, Boeing admits the
8 allegations contained therein.
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10 28. Answering paragraph 28 of Plaintiffs' Fifth Amended CAC, Boeing admits
11 that Lavi transferred to the 757-300 program in June 1996, that Lavi transferred to the I&R
12 Outplant Tool Engineering group in September 1997, and that Lavi was given the
13 opportunity to serve as I&R Chairman, while maintaining some Outplant duties. Except as
14 expressly so admitted, Boeing denies the remaining allegations of paragraph 28.
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16 29. Answering paragraph 29 of Plaintiffs' Fifth Amended CAC, Boeing admits
17 that, effective March 3, 1998, Lavi was classified as a professional engineer with a primary
18 skill code of MA1 and a grade level of W12. Except as expressly so admitted, Boeing denies
19 the remaining allegations of paragraph 29.
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21 30. Answering paragraph 30 of Plaintiffs' Fifth Amended CAC, Boeing admits
22 that Lavi filed a complaint with Boeing's Equal Employment Opportunity Office in May
23 1999, alleging that in February 1999, first-level supervisor Rick Roppel had, in a crew
24 meeting, said to an employee "Paul, I can't tell if you're sleeping or awake, maybe you need a
25 toothpick to keep your eyes pryed[sic] open," and that the employee to whom this was
26 addressed was classified as Asian/Pacific Islander according to Company records. Boeing
27 further admits that during the investigation of Lavi's complaint, Roppel stated that he said to
28 the employee, who appeared to be sleeping, something to the effect of "I couldn't tell if your
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1 eyes were open or not." Except as expressly so admitted, Boeing denies the remaining
2 allegations of paragraph 30.
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4 31. Answering paragraph 31 of Plaintiffs' Fifth Amended CAC, Boeing denies the
5 allegations therein.
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8 32. Answering paragraph 32 of Plaintiffs' Fifth Amended CAC, Boeing admits
9 that Lavi received a notice of potential layoff under the Worker Adjustment and Retraining
10 Notification Act, in August 1999. Boeing denies the remaining allegations of paragraph 32.
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13 33. Answering paragraph 33 of Plaintiffs' Fifth Amended CAC, Boeing admits
14 that on February 2, 2000, it received a notice from the Equal Employment Opportunity
15 Commission of a discrimination charge filed by Lavi. Except as expressly so admitted Boeing
16 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
17 remaining allegations of paragraph 33 and therefore denies the same.
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23 34. Answering paragraph 34 of Plaintiffs' Fifth Amended CAC, Boeing admits
24 that Golchin has represented to Boeing that he was born in Iran, that he received a Bachelor
25 of Science degree in Civil and Environmental Engineering from the University of Utah in June
26 1993, and that he was employed by the State of Utah Department of Environmental Quality
27 as an Environmental Support Specialist and an Environmental Engineer Tech from 1993 to
28 1997. Except as so admitted, Boeing lacks knowledge or information sufficient to form a
29 belief as to the truth or falsity of the allegations in paragraph 34 and therefore denies the
30 same.
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40 35. Answering paragraph 35 of Plaintiffs' Fifth Amended CAC, Boeing admits
41 that it hired Golchin in February 1997 as a Grade 10 Manufacturing Engineer (skill code
42 MM6), that Grade 10 is the lowest grade listed in the CBA applicable to engineers, that
43 Golchin's initial salary was \$37,000 per year, and that he was automatically assigned a
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1 retention rating of R3 at the time of his hire under the CBA, like all new hires in his
2 bargaining unit. Except as so admitted, Boeing denies the allegations contained in Paragraph
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6 36. Answering paragraph 36 of Plaintiffs' Fifth Amended CAC, Boeing admits
7 that Golchin was assigned a retention rating of R2 in October 1997. Except as so admitted,
8 Boeing denies the remaining allegations contained in paragraph 36.
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10 37. Answering paragraph 37 of Plaintiffs' Fifth Amended CAC, Boeing admits
11 that around July 1998, the group in which Golchin had been working was reorganized, and
12 that as a result, Golchin and several other employees (classified as white and otherwise
13 according to Company records) began working under supervisor Gary Rubino on the 44
14 section and other sections of the 747 model airplane. Except as so admitted, Boeing denies
15 the remaining allegations contained in paragraph 37.
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18 38. Answering paragraph 38 of Plaintiffs' Fifth Amended CAC, Boeing admits
19 that in October 1998, Golchin received a retention rating of R3, and that under the CBA
20 applicable to Golchin's employment, R3s in a given primary skill code typically are laid off
21 before R2s and R1s in that primary skill code, if layoffs become necessary within that primary
22 skill code. Except as so admitted, Boeing denies the remaining allegations contained in
23 paragraph 38.
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25 39. Answering paragraph 39 of Plaintiffs' Fifth Amended CAC, Boeing admits
26 that in November 1998, Golchin and several other employees (both classified as white and
27 otherwise according to Company records) began working under the supervision of Larry
28 Pirone on the 46 section. Except as so admitted, Boeing denies the remaining allegations
29 contained in paragraph 39.
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1 40. Answering paragraph 40 of Plaintiffs' Fifth Amended CAC, Boeing admits
2 that on November 25, 1998, Golchin and other employees (both classified as white and
3 otherwise according to Company records) were issued notices under the Worker Adjustment
4 and Retraining Notification Act indicating that they could be laid off. Boeing further admits
5 that on January 29, 1999, Golchin was laid off. Except as so admitted, Boeing denies the
6 remaining allegations contained in paragraph 40.
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10 41. Answering paragraph 41 of Plaintiffs' Fifth Amended CAC, Boeing denies the
11 allegations contained therein.
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16 42. Answering paragraph 42 of Plaintiffs' Fifth Amended CAC, Boeing states that
17 on February 19, 1999, it received a notice from the EEOC of a charge of discrimination filed
18 by Golchin, and that Boeing received notice from the EEOC that it issued a Notice of Right
19 to Sue on Golchin's charge on August 31, 1999. Except as so admitted, Boeing denies the
20 remaining allegations contained in paragraph 42.
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26 43. Answering paragraph 43 of Plaintiffs' Fifth Amended CAC, Boeing states that
27 Rizvi has represented to Boeing that he was born in India, that he received a B.S. in
28 Electrical Engineering in 1967 from Western States College of Engineering in Inglewood,
29 California, and that he had prior work experience at McDonnell Douglas, Rockwell
30 International and Ford Aerospace. Boeing lacks knowledge or information sufficient to form
31 a belief as to the truth or falsity of the remaining allegations in paragraph 43 and therefore
32 denies the same.
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40 44. Answering paragraph 44 of Plaintiffs' Fifth Amended CAC, Boeing admits
41 that it hired Rizvi in September 1992 as a Tool Designer – Assembly, Installation, and Test
42 Tooling with job classification MXT105 (a technical position). Boeing further admits that in
43 July 1996, Rizvi's job title became Tool Engineering Specialist 2, and his job classification
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1 became MWJW35. Except as so admitted, Boeing denies the allegations contained in
2 paragraph 44.
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4 45. Answering paragraph 45 of Plaintiffs' Fifth Amended CAC, Boeing states that
5 Rizvi's employment with McDonnell Douglas and Rockwell International was calculated into
6 Rizvi's years of service with Boeing. Except as so admitted, Boeing denies the allegations
7 contained in paragraph 45.
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10 46. Answering paragraph 46 of Plaintiffs' Fifth Amended CAC, Boeing denies the
11 allegations contained therein.
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14 47. Answering paragraph 47 of Plaintiffs' Fifth Amended CAC, Boeing admits
15 that Rizvi was assigned to organization U-3863 from September 1992 to March 1998.
16 Boeing further admits that Rizvi had several supervisors during that time period, including
17 William Cooper, and that his supervisors were classified as white according to Company
18 records. Boeing further admits that Cooper supervised Rizvi from approximately September
19 1992 through approximately September 1996. Except as so admitted, Boeing denies the
20 allegations contained in paragraph 47.
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23 48. Answering paragraph 48 of Plaintiffs' Fifth Amended CAC, Boeing admits
24 that in 1998, it reduced headcount in its 777 Program, and that in March 1998, Rizvi
25 transferred into the Fuselage Assembly Improvement Team ("FAIT") within the 747 Program
26 of the Tool Engineering Organization, organization T-B370, under the supervision of
27 Richard G. Billieu. Boeing further admits that Rizvi was the only employee from the 777
28 Program who transferred to the 747 FAIT at that time, and that other employees from the
29 777 Program transferred to other areas, including the 747 Program, the 767 Program and the
30 Flightline. Except as so admitted, Boeing denies the allegations contained in paragraph 48.
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1 49. Answering paragraph 49 of Plaintiffs' Fifth Amended CAC, Boeing admits
2 that Rizvi was laid off in March 1999, that he had worked in T-B370 for one year prior to his
3 layoff, that he had a retention rating of R2 at the time of his layoff, and that under the CBA
4 for technical employees applicable to Rizvi's employment, R3s in a given job classification
5 typically are laid off before R2s and R1s in that classification, if layoffs become necessary
6 within that classification. Except as so admitted, Boeing denies the allegations contained in
7 paragraph 49.

8 50. Answering paragraph 50 of Plaintiffs' Fifth Amended CAC, Boeing admits
9 since Rizvi received notice of his impending layoff on January 22, 1999, there have been
10 employees who transferred into Organization T-B370 who are classified as white according
11 to Company records, and some employees who transferred into T-B370 worked in T-B370
12 after the date of Rizvi's layoff. Except as so admitted, Boeing denies the allegations
13 contained in paragraph 50.

14 51. Answering paragraph 51 of Plaintiffs' Fifth Amended CAC, Boeing states that
15 on January 4, 2000, it received from the EEOC a notice of a charge of discrimination filed by
16 Rizvi. Except as so admitted, Boeing denies the remaining allegations contained in paragraph
17 51.

18 52. Answering paragraph 52 of Plaintiffs' Fifth Amended CAC, Boeing admits
19 that Taing has represented to Boeing that he received a degree in Industrial Engineering from
20 the University of Washington in June of 1993, that he worked at Federated Logistics as an
21 Industrial Engineer from September 1993 to May 1996, and that he was born in Cambodia.
22 Except as expressly so admitted, Boeing lacks knowledge or information sufficient to form a
23 belief as to the truth or falsity of the remaining allegations in paragraph 52 and therefore
24 denies the same.

1 53. Answering paragraph 53 of Plaintiffs' Fifth Amended CAC, Boeing admits
2 that Taing began working at Boeing as a Manufacturing Engineering Planner I, in job
3 classification NHJS33, a technical position. Boeing denies the remaining allegations of
4 paragraph 53.
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8 54. Answering paragraph 54 of Plaintiffs' Fifth Amended CAC, Boeing admits
9 that under the CBA for technical employees, R3s in a given job classification typically are laid
10 off before R2s and R1s in that classification, if layoffs become necessary within that
11 classification. Boeing further admits that according to information Larry Milzarek provided
12 to Boeing, he does not have an engineering degree and that Milzarek is classified as white
13 according to Company records. Except as so expressly admitted, Boeing denies the
14 allegations in paragraph 54.
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17 55. Answering paragraph 55 of Plaintiffs' Fifth Amended CAC, Boeing has no
18 record of Taing receiving Certificates of Achievement from Boeing and therefore denies the
19 same.
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22 56. Answering paragraph 56 of Plaintiffs' Fifth Amended CAC, Boeing admits
23 that on January 4, 2000, Boeing received notice from the Equal Employment Opportunity
24 Commission of a charge by Taing. Except as expressly so admitted, Boeing denies the
25 allegations in paragraph 56.
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28 57. Answering paragraph 57 of Plaintiffs' Fifth Amended CAC, Boeing states that
29 Nouri has represented to Boeing that he was born in Afghanistan, that he received an A.A.
30 degree in mechanical drafting from Pasadena City College, and that he received a Bachelor's
31 of Science in Mechanical Engineering from Pasadena City College and Polytechnic
32 University. Boeing lacks knowledge or information sufficient to form a belief as to the truth
33 or falsity of the remaining allegations in paragraph 57 and therefore denies the same.
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1 58. Answering paragraph 58 of Plaintiffs' Fifth Amended CAC, Boeing states that
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3 Nouri has represented to Boeing that prior to his employment with Boeing in 1992, he
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5 obtained experience in tool design. Boeing admits that it hired Nouri in August 1992 as a
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7 Tool Designer with job classification MXT104 (a technical position) in its Fabrication
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9 Division in Auburn, Washington. Except as so admitted, Boeing denies the allegations
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11 contained in paragraph 58.

12 59. Answering paragraph 59 of Plaintiffs' Fifth Amended CAC, Boeing admits
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14 that in February 1996, Nouri transferred to the 777 Program within the Tool Engineering
15
16 Organization in Everett, Washington, and that in July 1996, Nouri's job classification became
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18 MWJW35. Except as so admitted, Boeing denies the allegations contained in paragraph 59.
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20 60. Answering paragraph 60 of Plaintiffs' Fifth Amended CAC, Boeing admits
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22 when it hired Nouri, he was automatically assigned a retention rating of R3, like all new hires
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24 in his bargaining unit, under the under the CBA for technical employees applicable to Nouri's
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26 employment, and that R3s in a given job classification typically are laid off before R2s and
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28 R1s in that classification, if layoffs become necessary within that classification. Boeing
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30 further admits that in May 1996, Nouri was assigned an R2 retention rating, and that in July
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32 1997, Nouri was assigned an R3 retention rating. Boeing further admits that Nouri appealed
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34 his July 1997 retention rating, and in September 1997, Nouri was assigned an R2 retention
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36 rating. Boeing further admits that in November 1998, Nouri was assigned an R3 retention
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38 rating, and that in March 1999, Nouri was laid off. Except as so admitted, Boeing denies the
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40 allegations contained in paragraph 60.
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42 61. Answering paragraph 61 of Plaintiffs' Fifth Amended CAC, Boeing denies the
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44 allegations contained therein.
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1 62. Answering paragraph 62 of Plaintiffs' Fifth Amended CAC, Boeing states that
2 it has no record of Nouri receiving letters of commendation recognizing his work
3 performance and therefore denies the same.
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6 63. Answering paragraph 63 of Plaintiffs' Fifth Amended CAC, Boeing denies the
7 allegations contained therein.
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10 64. Answering paragraph 64 of Plaintiffs' Fifth Amended CAC, Boeing admits
11 that Nouri worked in the 777 Program of the Tool Engineering Organization in Everett,
12 Washington, from February 1996 through July 1997. Boeing further admits that in
13 Spring 1996, Nouri complained to his manager at the time that a co-worker, Mike Dennis,
14 had made a comment about Middle-Easterners not brushing their teeth. Boeing further
15 admits that in late 1996, Nouri complained to his manager at the time, Pam Brooks, that a
16 co-worker, Dan Luckey, had called Nouri a name that Nouri found offensive. Boeing further
17 admits that in August 1997, Nouri filed a complaint with Boeing's internal EEO office,
18 alleging that Mr. Dennis had said "Middle-Easterners don't brush their teeth," and that Mr.
19 Luckey had referred to Nouri as "towel head." Except as so admitted, Boeing denies the
20 allegations contained in paragraph 64.
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23 65. Answering paragraph 65 of Plaintiffs' Fifth Amended CAC, Boeing admits
24 that Nouri requested and received a transfer to the 767-400 Body Structures Tool
25 Engineering Organization, effective August 4, 1997. Except as so admitted, Boeing denies
26 the allegations contained in paragraph 65.
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29 66. Answering paragraph 66 of Plaintiff's Fifth Amended CAC, Boeing denies the
30 allegations contained therein, except that it admits that Nouri was assigned a retention rating
31 of R3 in November 1998.
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1 67. Answering paragraph 67 of Plaintiffs' Fifth Amended CAC, Boeing admits
2 that when Nouri worked in the 767 Program, Nouri complained to his manager at the time,
3 Paul Anderson, that a picture of a camel had been left on his desk, and that one of Nouri's
4 co-workers had referred to Nouri as an Arab. Except as so admitted, Boeing denies the
5 allegations contained in paragraph 67.
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10 68. Answering paragraph 68 of Plaintiffs' Fifth Amended CAC, Boeing admits
11 that Nouri was assigned to a new cubicle. Except as so admitted, Boeing denies the
12 allegations in paragraph 68.
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16 69. Answering paragraph 69 of Plaintiffs' Fifth Amended CAC, Boeing admits
17 that as of March 1998, there were eleven technical employees, including Nouri, in the 767-
18 400 Body Structures Tool Engineering Organization. Boeing admits that of the eleven
19 technical employees in this organization in March 1998, two were classified as Asian/Pacific
20 Islander, one was classified as African-American, and eight (including Nouri) were classified
21 as white, according to Company records. One employee classified as Asian/Pacific Islander
22 was laid off in March 1999. Except as so admitted, Boeing denies the allegations contained
23 in paragraph 69.
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32 70. Answering paragraph 70 of Plaintiffs' Fifth Amended CAC, Boeing states that
33 on January 4, 1999, it received a notice of charge of discrimination from the EEOC filed by
34 Nouri, and that Boeing received notice that the EEOC issued a Notice of Right to Sue on
35 Nouri's charge on May 13, 1999. Except as so admitted, Boeing denies the remaining
36 allegations contained in paragraph 70.
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42 71. Answering paragraph 71 of Plaintiffs' Fifth Amended CAC, Boeing states that
43 Aballe has represented to Boeing that he was born in the Philippines. Boeing lacks
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1 knowledge or information sufficient to form a belief as to the truth or falsity of the remaining
2 allegations in paragraph 71 and therefore denies the same.
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4 72. Answering paragraph 72 of Plaintiffs' Fifth Amended CAC, Boeing states that
5 Aballe represented to Boeing that he received a Bachelor of Science degree in Mechanical
6 Engineering from Cebu Institute of Technology in 1972. Boeing lacks knowledge or
7 information sufficient to form a belief as to the truth or falsity of the remaining allegations in
8 paragraph 72 and therefore denies the same.
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10 73. Answering paragraph 73 of Plaintiffs' Fifth Amended CAC, Boeing states that
11 it hired Aballe in November 1996 into the pay code 2T position of Plastics Assembler B and
12 assigned him to work in Boeing Commercial Airplane Group in Auburn, Washington.
13 Boeing further states that in April 1998, Mr. Aballe became a Quality Assurance Planner 2,
14 also a position in pay code 2T. Boeing lacks knowledge or information sufficient to form a
15 belief as to the truth or falsity of the remaining allegations in paragraph 73 and therefore
16 denies the same.
17

18 74. Answering paragraph 74 of Plaintiffs' Fifth Amended CAC, Boeing denies the
19 allegations contained therein.
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21 75. Answering paragraph 75 of Plaintiffs' Fifth Amended CAC, Boeing admits
22 that Mr. Aballe received a salary increase in 1998, but denies that it was his only salary
23 increase during his time at Boeing. Boeing lacks information sufficient to form a belief as to
24 the truth or falsity of Aballe's allegation that his 1998 salary increase came at a time when his
25 supervisor was African-American. Except as stated above, Boeing denies the allegations in
26 paragraph 75.
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28 76. Answering paragraph 76 of Plaintiffs' Fifth Amended CAC, Boeing admits
29 that Aballe complained to supervisor Donald Smith about the workplace habits of his co-
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1 worker Steve Dixon but denies that Aballe suggested that his race or national origin played a
2 role. Boeing specifically denies that Aballe told Smith that Dixon called him a "FLIP."
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4 Boeing lacks information sufficient to form a belief as to the truth or falsity of the remaining
5 allegations in paragraph 76 and therefore denies the same.
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9 77. Answering paragraph 77 of Plaintiffs' Fifth Amended CAC, Boeing has no
10 record of Aballe receiving letters of appreciation and awards for his performance and
11 therefore denies the same. Boeing denies the remaining allegations in paragraph 77.
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14 78. Answering paragraph 78 of Plaintiffs' Fifth Amended CAC, Boeing admits
15 that in the application process, Trinh represented to Boeing that he was born in Vietnam and
16 that he received a degree in Mechanical Engineering from St. Martin College in 1997.
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18 Except as expressly so admitted, Boeing is without sufficient information to form a belief as
19 to the truth or falsity of the allegations in paragraph 78 and therefore denies the same.
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24 79. Answering paragraph 79 of Plaintiffs' Fifth Amended CAC, Boeing admits
25 that it hired Trinh in 1997 and assigned him as a pay code 4 engineer to a Manufacturing
26 Engineering group in Everett, Washington. Except as expressly so admitted, Boeing denies
27 the allegations of paragraph 79.
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32 80. Answering paragraph 80 of Plaintiffs' Fifth Amended CAC, Boeing denies the
33 allegations contained therein.
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36 81. Answering paragraph 81 of Plaintiffs' Fifth Amended CAC, Boeing denies the
37 allegations of paragraph 81.
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40 82. Answering paragraph 82 of Plaintiffs' Fifth Amended CAC, Boeing denies the
41 allegations of paragraph 82.
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44 83. Answering paragraph 83 of Plaintiffs' Fifth Amended CAC, Boeing admits
45 that Trinh was assigned a retention rating of R3 upon entry into the company, that in 1998,
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1 he was assigned an R2 rating, and that in December 1999, he was assigned an R3 rating.
2 Boeing further admits that Trinh's grade level was initially 10 and is now (under a new
3 classification system) level 2. Except as expressly so admitted, Boeing denies the allegations
4 of paragraph 83.
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8 84. Answering paragraph 84 of Plaintiffs' Fifth Amended CAC, Boeing admits
9 that Frank ("Kearney") Williston commended him on his work ethic. Boeing further admits
10 that Trinh was a productive member of his team and that he was given engineering
11 assignments, which tended to be more difficult. Except as expressly so admitted, Boeing is
12 without sufficient information to form a belief as to the truth or falsity of the allegations in
13 paragraph 84 and therefore denies the same.
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20 85. Answering paragraph 85 of Plaintiffs' Fifth Amended CAC, Boeing admits
21 that Trinh was a valuable member of the Problem Resolution Team. Upon information and
22 belief, Boeing admits that Trinh has received thank you notes from customers. Except as
23 expressly so admitted, Boeing denies the allegations of paragraph 85.
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28 86. Answering paragraph 86, Boeing realleges its answers to paragraphs 1
29 through 94.
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32 87. Answering paragraph 87 of Plaintiffs' Fifth Amended CAC, Boeing denies the
33 allegations contained therein.
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36 88. Answering paragraph 88 of Plaintiffs' Fifth Amended CAC, Boeing denies the
37 allegations contained therein.
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40 89. Answering paragraph 89 of Plaintiffs' Fifth Amended CAC, Boeing denies the
41 allegations contained therein.
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44 90. Answering paragraph 90 of Plaintiffs' Fifth Amended CAC, Boeing realleges
45 its answers to paragraphs 1 through 94.
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1 91. Answering paragraph 91 of Plaintiffs' Fifth Amended CAC, Boeing denies the
2 allegations contained therein.
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4 92. Answering paragraph 92 of Plaintiffs' Fifth Amended CAC, Boeing denies the
5 allegations contained therein.
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8 93. Answering paragraph 93 of Plaintiffs' Fifth Amended CAC, Boeing denies the
9 allegations contained therein.
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12 94. Answering paragraph 94 of Plaintiffs' Fifth Amended CAC, Boeing denies the
13 allegations contained therein.
14
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16 95. Answering paragraph 95 of Plaintiffs' Fifth Amended CAC, Boeing realleges
17 its answers to paragraphs 1 through 94.
18
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20 96. Answering paragraph 96 of Plaintiffs' Fifth Amended CAC, Boeing denies the
21 allegations contained therein.
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24 97. Answering paragraph 97 of Plaintiffs' Fifth Amended CAC, Boeing denies the
25 allegations contained therein.
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28 98. Answering paragraph 98 of Plaintiffs' Fifth Amended CAC, Boeing denies the
29 allegations contained therein.
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32 99. Answering paragraph 99 of Plaintiffs' Fifth Amended CAC, Boeing denies the
33 allegations contained therein.
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38 In answer to the Prayer for Relief, Boeing states that plaintiffs' prayer for relief is a
39 statement of their legal position for which no answer is required, however, Boeing denies that
40 plaintiffs are entitled to any relief whatsoever.
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44 In answer to the Jury Trial Demand, plaintiffs' demand for a jury trial is a statement of
45 their legal position for which no answer is required.
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II. DEFENSES AND AFFIRMATIVE DEFENSES

1. Plaintiffs lack standing to raise some or all of the claims of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied.

2. The types of claims alleged by plaintiffs on behalf of themselves and the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied, are matters in which individual questions predominate, and accordingly, are not appropriate for class treatment.

3. Certain of the plaintiffs' claims and of the claims of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied, are barred in whole or in part by the relevant statute of limitations and equitable doctrines of laches, waiver, and estoppel.

4. Plaintiffs' claims on behalf of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied, are barred by plaintiffs' failure to meet the mandatory requirements of Fed. R. Civ. P. 23(a) and (b).

5. The claims alleged by the named plaintiffs are neither common nor typical of those, if any, of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied.

6. Plaintiffs are inadequate representatives of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied.

7. Certain of the interests of plaintiffs, or of some of them, are in conflict with the interests of all or certain sub-groups of the members of the alleged class of persons that plaintiffs purport to represent, the existence of which is expressly denied.

8. In the event that the Court or a jury should ever conclude that race, skin color, ancestry and/or national origin was a motivating factor in any of the employment

1 decisions challenged by plaintiffs, which Boeing expressly denies, Boeing affirmatively avers
2 that the same decisions would have been made absent consideration of any impermissible
3 factor(s).
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6 9. Plaintiffs have failed to identify a pattern or practice of discrimination against
7 plaintiffs.
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10 10. Plaintiffs have not identified any discrete employment practice or selection
11 device which allegedly has any adverse impact upon "Asian-Americans" as plaintiffs define
12 that term. Plaintiffs' complaint therefore fails to state a claim for adverse impact
13 discrimination under Title VII.
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18 11. Plaintiffs' claims and the claims of the members of the alleged class plaintiffs
19 purport to represent, the existence of which is expressly denied, are barred, in whole or in
20 part, for failure to comply with and exhaust administrative and/or contractual remedies.
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24 12. Plaintiffs' Title VII claims are barred to the extent their allegations are not
25 substantially identical to the claims in the administrative complaints filed by plaintiffs with the
26 Equal Employment Opportunity Commission and/or the applicable state or local
27 administrative agencies.
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32 13. This Court lacks subject matter jurisdiction over plaintiffs' claims brought
33 under 42 U.S.C. § 2000e, et seq.
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37 14. Boeing denies that race, skin color, ancestry and/or national origin or any
38 other impermissible factor played any role in Boeing's various assignment, compensation,
39 classification, retention indexing, or promotion policies, or in any other of defendant's policies
40 or procedures that plaintiffs are or may be challenging.
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45 15. Insofar as any employment policy or procedure has a statistically significant
46 adverse impact on the alleged class of persons plaintiffs purport to represent, the existence of
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1 which Boeing expressly denies, such policies or practices nevertheless are lawful because they
2 are job-related for the positions in question and consistent with business necessity.
3

4 16. If any selection device utilized by Boeing had any adverse unlawful impact on
5 the alleged class of persons plaintiffs purport to represent, which Boeing expressly denies,
6 such consequences were not intentional.
7
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9 17. Boeing has a policy against harassment and a reasonable and available
10 procedure for handling complaints thereof, which provides for prompt and effective
11 responsive action. To the extent plaintiffs unreasonably failed to utilize or otherwise avail
12 themselves of this policy and procedure, their claims of alleged hostile work environment are
13 barred.
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16 18. Plaintiffs' claims are barred and/or they have suffered no damages because
17 Boeing exercised reasonable care to prevent and promptly correct any harassing behavior.
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20 19. Plaintiffs and members of the alleged class of persons that plaintiffs purport to
21 represent, the existence of which is expressly denied, failed to mitigate their alleged losses.
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24 20. Boeing has not engaged in unlawful intentional discrimination with respect to
25 plaintiffs and Boeing cannot be liable for compensatory or punitive damages.
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28 21. The entitlement to any relief which otherwise may be due in this case to
29 plaintiffs and the members of the alleged class of persons that plaintiffs purport to represent,
30 the existence of which is expressly denied, is limited by the after-acquired evidence doctrine.
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33 22. Plaintiffs' claims are barred for failure to state a claim upon which relief may
34 be granted.
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37 23. With respect to the putative class defined in Plaintiffs' complaint, the existence
38 of which is expressly denied, the complaint fails to state a claim.
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1 24. Some of plaintiffs' claims may be barred by the doctrine of accord and
2 satisfaction and/or settlement and release.
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5 **III. PRAYER FOR RELIEF**

6 WHEREFORE, having fully answered Plaintiffs' Fifth Amended Consolidated Class
7 Action Complaint, Boeing prays as follows:
8

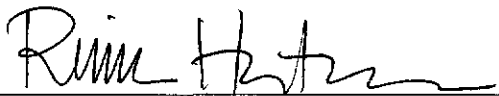
9 A. That the Fifth Amended Consolidated Class Action Complaint be dismissed
10 with prejudice;
11

12 B. That Boeing be awarded its costs and attorneys' fees; and
13

14 C. That the Court award Boeing such other and further relief as the Court deems
15 just and equitable.
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17

18 DATED: August 13, 2003.
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20

21
22 **PERKINS COIE LLP**

23
24 By 

25 Jeffrey A. Hollingsworth, WSBA #11853

26 Rima F. Hartman, WSBA #25714

27 Attorneys for Defendant The Boeing Company
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CERTIFICATE OF SERVICE


I certify that on August 13, 2003, I caused to be served a copy of the attached Defendant's Amended Answer to Plaintiffs' Fifth Amended Consolidated Class Action Complaint upon the following by the methods indicated:

Mr. Steven J. Toll (Hand-Delivered)
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5516 - 17th Avenue NW
Seattle, WA 98107

Signed at Seattle, Washington, this 13th day of August, 2003.


Steve Herchelrode