

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

SKYWEST AIRLINES, INC.,

Defendant.

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Civil Action No. 3:22-cv-01807-C

DEFENDANT SKYWEST AIRLINES, INC.’S ORIGINAL ANSWER AND
AFFIRMATIVE DEFENSES

COMES NOW, Defendant SkyWest Airlines, Inc. and files this Original Answer and Affirmative Defenses to Plaintiff Equal Employment Opportunity Commission’s Original Complaint (“Plaintiff”). In support of same, Defendant would respectfully show the Court the following:

JURISDICTION AND VENUE

1. In response to Paragraph 1, Defendant admits that Plaintiff brought this action under Title VII of the Civil Rights Act and this Court has jurisdiction over claims brought under 42 U.S.C. 2000e-5(f)(3) and 28 U.S.C. §1331 of Title VII of the Civil Rights Act.

2. In response to Paragraph 2, Defendant admits that it is located in this judicial district and it does not challenge venue in this forum. Except as so specifically admitted, Defendant denies the remaining allegations.

PARTIES

3. Defendant admits that the Equal Employment Opportunity Commission is the agency of the United States of America charged with the administration, interpretation and enforcement of Title VII and is expressly authorized to bring this action by Sections 706(f)(1) and (3) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

4. Defendant admits the allegations in Paragraph 4.

5. Defendant admits the allegations in Paragraph 5.

ADMINISTRATIVE PROCEDURES

6. Defendant admits the allegations in Paragraph 6.

7. Defendant admits Plaintiff issued a Letter of Determination on or about March 30, 2022, and the parties engaged in informal methods of conciliation with no success. Defendant denies the remaining allegations in Paragraph 7.

8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and therefore denies them.

9. Defendant admits the allegations in Paragraph 9.

10. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and therefore denies them.

STATEMENT OF CLAIMS

15. Defendant denies the allegations in Paragraph 15.

16. Defendant admits the allegations in Paragraph 16.

17. In response to Paragraph 17, Defendant admits that Sarah Budd was an employee of Defendant and worked as a Parts Clerk on or about August 22, 2019. Defendant denies the remaining allegations in Paragraph 17.

18. Defendant denies the allegations in Paragraph 18.

19. In response to Paragraph 19, Defendant admits Sarah Budd worked in the Parts and Maintenance Department. Defendant denies the remaining allegations in Paragraph 19.

20. Defendant denies the allegations in Paragraph 20.

21. Defendant denies the allegations in Paragraph 21.

22. In response to Paragraph 22, Defendant admits that Sarah Budd mentioned feeling uncomfortable based upon verbal banter between other employees. Defendant denies the remaining allegations in Paragraph 22.

23. In response to Paragraph 23, Defendant admits that Plaintiff took an unpaid leave of absence. Defendant denies the remaining allegations in Paragraph 23.

24. Defendant denies the allegations in Paragraph 24.

25. Defendant denies the allegations in Paragraph 25.

26. Defendant denies the allegations in Paragraph 26.

27. In response to Paragraph 27, Defendant admits Sarah Budd filed a formal grievance on December 16, 2019.

28. In response to Paragraph 28, Defendant admits Sarah Budd was interviewed by the Employee Relations Manager on or about December 17, 2019. Defendant denies the remaining allegations in Paragraph 28.

29. Defendant denies the allegations in Paragraph 29.

30. Defendant denies the allegations in Paragraph 30.

31. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 and therefore denies them.

32. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 and therefore denies them.

33. Defendant denies the allegations in Paragraph 33.

34. Defendant denies the allegations in Paragraph 34.

35. Defendant denies the allegations in Paragraph 35.

PRAYER FOR RELIEF

A. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

B. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

C. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

D. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

E. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

F. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

G. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

H. Defendant denies that Plaintiff is entitled to any judgment or relief requested and denies all allegations contained therein.

AS TO ALL ALLEGATIONS NOT SPECIFICALLY ADMITTED

All allegations in the Complaint not specifically admitted are hereby denied.

AFFIRMATIVE DEFENSES

Pursuant to Rule 8(c) of the FEDERAL RULES OF CIVIL PROCEDURE (“FRCP”), Defendant sets forth the following matters constituting an avoidance or affirmative defense.

1. The Complaint, in whole or in part, fails to state a claim upon which relief can be granted as a matter of law and/or fact.
2. Plaintiff’s claims, in whole or in part, are barred by the applicable limitations periods.
3. Some or all of the claims asserted by the Complaint are barred by the equitable doctrines of laches, waiver, estoppel and/or unclean hands.
4. Defendant states on information and belief that Plaintiff failed to mitigate her injuries, losses, or damages, if any, suffered as a result of the incident and facts set forth in Plaintiff’s Complaint.
5. If Plaintiff was injured as alleged in the Complaint, Plaintiff was injured by the acts or omissions of persons or organizations other than Defendant, whom were neither under the control of, nor in the employ of, Defendant.

6. Plaintiff's claims against Defendant are frivolous and groundless, entitling Defendant to recover attorney's fee and costs incurred in this case.

7. Although Defendant denies any liability to Plaintiff, in the event benefits are awarded to Plaintiff, Plaintiff's remedies are limited under Title VII of the Civil Rights Act.

8. Plaintiff's claims are barred as a matter of law as the Complaint makes numerous blatantly false claims.

9. Plaintiff's Complaint does not state the underlying claims made against Defendant with sufficient particularity to enable Defendant to determine all of its defenses (including defenses based upon the terms, conditions or exclusions of the alleged Plan at issue). Defendant therefore reserves its right to assert all applicable defenses to the Complaint once the precise nature of such claims are determined through discovery or otherwise.

DEFENDANT'S PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

- a. That Plaintiff takes nothing by virtue of its Complaint against Defendant;
- b. That Plaintiff's Complaint, and all claims asserted therein, be dismissed with prejudice to the re-filing of same;
- c. For costs and disbursements incurred herein, including attorneys' fees; and
- d. For such other relief as the Court may deem appropriate or as may be permitted by law or equity.

Respectfully submitted,

**GORDON REES
SCULLY MANSUKHANI, LLP**

/s/ Liz E. Drumm

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**ATTORNEY FOR DEFENDANT
SKYWEST AIRLINES, INC.**

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served via the Court's CM/ECF system per Local Rule CV-5 on October 14, 2022.

/s/ Liz E. Drumm

LIZ E. DRUMM