

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHERIE SANTAI

vs.

FRED BEANS FORD, INC., FRED  
BEANS HYUNDAI, FRED BEANS,  
Individually and on behalf of Fred Beans  
Ford, Inc., and ELIZABETH BEANS  
GILBERT, Individually and on behalf of  
Fred Beans Ford, Inc.

Civil Action No. 10-2367

15 16 2010

AUG 16 2010

MICHAEL E. KONZ, Clerk  
By \_\_\_\_\_ Dep. Clerk

**DEFENDANT'S FRED BEANS FORD, INC. (Incorrectly Identified As "Fred Beans Hyundai") Fred Beans, Individually and on Behalf of Fred Beans Ford, Inc. and Elizabeth Beans Gilbert, Individually and on Behalf of Fred Beans Ford, Inc.**  
**ANSWER TO PLAINTIFF'S COMPLAINT**

**JURISDICTION AND VENUE**

1. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.

2. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required. Jurisdiction is not being challenged.

3. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.

4. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.

5. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.

6. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required. Venue is not being challenged.

**PARTIES**

7. Admitted upon information and belief.
8. Admitted.
9. Admitted.
10. Denied. Fred Beans Hyundai is a d/b/a for Defendant Fred Beans Ford, Inc.
11. Denied as stated. Defendant, Fred Beans, President of Defendant Fred Beans Ford, Inc., is an entity which conducts business at 876 North Easton Road, Suite 611 & Sawmill Road in Doylestown, Pennsylvania and other locations within the Commonwealth. Fred Beans Ford, Inc., principal shareholder is Fred Beans Holdings, Inc.
12. Admitted.

**ADMINISTRATIVE PROCEEDINGS**

13. Admitted.
14. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.
15. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.
16. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.
17. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required.

**FACTS**

18. Denied as stated. It is admitted that plaintiff was hired by Fred Beans Cadillac-Oldsmobile Inc, in 1994. Fred Beans Cadillac-Oldsmobile Inc., was a subsidiary of Fred Beans Ford, Inc.

19. Denied as stated. It is admitted that plaintiff was promoted; however, she was employed by Fred Beans Cadillac-Oldsmobile, Inc. a subsidiary of Fred Beans Ford, Inc.

20. Denied as stated. Plaintiff as hired as an assistant service manager for Fred Beans Chevrolet, Inc. and subsequently hired by Fred Beans Motors, Inc.'s Mitsubishi franchise. Fred Beans Motors, Inc. is a subsidiary of Fred Beans Ford, Inc., Mitsubishi franchise

21. Denied. It is admitted that in July of 2006 Plaintiff was hired in the position of service manager for Fred Beans Ford, Inc.'s Hyundai dealership.

22. Denied. It is specifically denied that Plaintiff was terminated on the basis for pregnancy.

23. Denied. Plaintiff's direct report was Matthew Tucker, General Manager of Fred Beans Ford, Inc.'s Hyundai dealership.

24. Denied. It is specifically denied that Plaintiff's employment was "exemplary".

25. Denied. Defendant was unable to admit or deny the allegations contained in this paragraph inasmuch as they seek a knowledge of the psyche of Plaintiff.

26. Denied. Defendant was unable to admit or deny the allegations contained in this paragraph inasmuch as they seek a knowledge of the psyche of Plaintiff.

27. Denied.

28. Denied. Answering defendant after reasonable inquiry is unable to admit or deny the allegation as phrased.

29. Admitted.

30. Admitted.

31. Denied. Defendants do not know "when" Plaintiff became pregnant, however it is admitted that she announced she was pregnant during the spring of 2008.

32. Denied. It is specifically denied that Defendant Beans reacted "with a look of disgust" or that he felt Plaintiff "let him down" by getting pregnant.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied as stated. It is admitted that Defendant Gilbert inquired into whether plaintiff had made contingency plans for the service department in the event Plaintiff had to take maternity leave earlier than expected.

39. Denied. Plaintiff was involved with the hiring of an assistant service manager for the Hyundai dealership owned and operated by Fred Beans Ford, Inc. The remaining allegations are denied.

40. Denied.

41. Admitted.

42. Denied. It is admitted that a number of employees were terminated on October 21, 2008. Plaintiff's blanket characterization regarding the essentialness of the positions relative to hers is denied.

43. Admitted.

44. Denied as stated. It is admitted that Defendant Fred Beans made the ultimate decision to lay off Plaintiff. The remaining allegations are denied.

45. Admitted.

46. Denied. Plaintiff's position was eliminated after evaluation of the Hyundai

Dealership's operating figures.

47. Admitted.

48. Denied. The exit report is a written document whose contents speak for itself.

49. Denied.

50. Denied.

51. Denied as stated.

52. Denied. Answering defendant is without sufficient knowledge to admit or deny this allegation. By way of further answer, it is admitted that automated messages were sent to various customers following a prepared script.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied. The allegations contained in this paragraph constitute conclusions of law as to which no responsive pleading is required. By way of further answer, Defendant offered to reinstate/recall plaintiff to her prior position.

#### CONSTRUCTION AT LAW

58. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

59. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

60. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

61. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

**COUNT I**  
**VIOLATION OF TITLE VII PREGNANCY DISCRIMINATION**

62. Answering Defendant incorporates by reference the answer to paragraphs 1 through 61 inclusive, as fully as though the same were here set forth at length.

63. Denied. It is specifically denied that Defendants discriminated against Plaintiff.

64. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

65. Denied. The allegations contained in this law constitute conclusions of law to which no responsive pleading is required.

WHEREFORE, Answering Defendant prays that Plaintiff's Complaint be dismissed with prejudice or that judgment be rendered wholly in favor of Answering Defendant.

**COUNT II**  
**VIOLATION OF PHRA PREGNANCY DETERMINATION**

66. Answering Defendant incorporates by reference the answer to paragraphs 1 through 65 inclusive, as fully as though the same were here set forth at length.

67. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

68. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

69. Denied.

70. Denied. It is specifically denied that Plaintiff's "position" was filled by a person outside her protective class and/or with less experience.

71. Deny. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

WHEREFORE, Answering Defendant prays that Plaintiff's Complaint be dismissed with prejudice or that judgment be rendered wholly in favor of Answering Defendant.

**COUNT III**  
**VIOLATION OF PHRA SEX DISCRIMINATION**

72. Answering Defendant incorporates by reference the answer to paragraphs 1 through 71 inclusive, as fully as though the same were here set forth at length.

73. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required. Defendant specifically denies that Plaintiff was discriminated against on the basis of her sex.

74. Denied. It is specifically denied that Plaintiff was “replaced by a less qualified male”.

75. Denied. The allegations contained in this paragraph constitute conclusions of law to which no responsive pleading is required.

WHEREFORE, Answering Defendant prays that Plaintiff's Complaint be dismissed with prejudice or that judgment be rendered wholly in favor of Answering Defendant.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

The claims in whole or in part contained in Plaintiff's Complaint should be dismissed based upon the applicable Statute of Limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate her damages all of which are denied.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff was terminated for legitimate business reasons unrelated to any alleged retaliation.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff has/may have failed to exhaust his administrative remedies.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff has failed to perform self-help or follow internal reporting remedies.

**SEVENTH AFFIRMATIVE DEFENSE**

Rights of action asserted in the Complaint are barred, in whole or in part, by the doctrines of waiver and estoppel.

**EIGHTH AFFIRMATIVE DEFENSE**

Rights of Action asserted in the Complaint may be barred in whole or in part by Plaintiffs' failure to exhaust administrative remedies.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's remedies are limited pursuant to the terms and conditions of the Arbitration Agreement attached hereto as Exhibit "A."

**TENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiff has failed to fully comply with the statutory prerequisites to maintain some or all of this action.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' failed to perform self-help or follow internal reporting remedies

**TWELFTH AFFIRMATIVE DEFENSE**

Defendant took no discriminatory or unlawful action toward Plaintiff.

**JURY DEMANDED**

A jury trial is demanded as to all triable issues



WHEREFORE, Answering Defendant prays that Plaintiff's Complaint be dismissed with prejudice and/or that judgment be rendered wholly in favor of Answering Defendant.

Respectfully Submitted,

/s/ William E. Dengler

WILLIAM E. DENGLER, ESQUIRE

Attorney for Defendants

Fred Beans Ford Inc. Incorrectly Identified As  
"Fred Beans Hyundai", Fred Beans, Individually  
and on Behalf of Fred Beans Ford, Inc. and  
Elizabeth Beans Gilbert, Individually and on Behalf  
of Fred Beans Ford, Inc.

Attorney I.D. No.: 72696

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Dated: 8/11/10