

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

**JEREMY COLLIER**

**Plaintiff,**

**v.**

**BELL TEXTRON, INC.**

**Defendant.**

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**CIVIL ACTION NO. 4:22-CV-01088-O**

**DEFENDANT’S ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Bell Textron, Inc. files this Original Answer to Plaintiff’s First Amended Complaint as follows:

1. The statements in paragraph 1 set forth the alleged statutory basis for Plaintiff’s claims. Such statements require no response. To the extent any response is required, Defendant denies that it engaged in any unlawful employment practice with regard to Plaintiff.

2. The statements in paragraph 2 set forth the categories of damages Plaintiff seeks. Such statements require no response.

3. The statements contained in paragraph 3 set forth the domicile of Plaintiff and require no response.

4. The statements contained in paragraph 4 set forth the name, domicile, and identity of Defendant’s registered agent and require no response.

5. Defendant admits the statements in paragraph 5 setting forth jurisdiction under the ADA. Defendant denies the remaining allegations in this paragraph, including that any state law claims have been pled.

6. Defendant admits the statements in paragraph 6 setting forth venue. Defendant denies the remaining allegations in this paragraph.

7. The statements in paragraph 7 set forth an allegation that Plaintiff timely filed a charge of employment discrimination against Defendant with the Equal Employment Opportunity Commission (“EEOC”). Defendant admits that Plaintiff filed the Charge within 300 days of the date of his separation.

8. Defendant admits the statements contained in paragraph 8.

9. Defendant denies the statements contained in paragraph 9.

10. With regard to the statements contained in paragraph 10, Defendant admits that Plaintiff began his employment in March of 2000. Defendant denies that the remaining facts set forth in this paragraph are accurate. Plaintiff’s last date of employment was February 5, 2022, and he was not a Plant Protection Officer at the time of his separation.

11. With regard to the statements contained in paragraph 11, Defendant admits that Plaintiff was in the Army for a time before he began his employment with Bell. Defendant is without sufficient information to admit or deny the remaining allegations.

12. With regard to the statements contained in paragraph 12, Defendant is without sufficient information to admit or deny these allegations.

13. With regard to the statements contained in paragraph 13, Defendant admits that Plaintiff submitted a request at the end of 2021/beginning of 2022 that he be allowed to bring his dog to work and that he presented this request via a form entitled “Reasonable Accommodation Request Form.” Defendant denies the remaining allegations in paragraph 13.

14. Defendant denies the allegations contained in paragraph 14.

15. Defendant denies the allegations contained in paragraph 15.

16. The statement in paragraph 16 incorporates other paragraphs in the Complaint and requires no response. To the extent a response is required, Defendant denies the allegations in such paragraphs as set forth above.

17. With regard to the statements contained in paragraph 17, Defendant admits that Plaintiff was an employee during the relevant time period, but denies the remaining allegations in this paragraph.

18. Defendant admits the allegations contained in paragraph 18.

19. Defendant denies the allegations contained in paragraph 19.

20. Defendant admits that Plaintiff filed a Charge of Discrimination with the EEOC within 300 days of the date of his separation. Defendant denies that Plaintiff's First Amended Complaint was filed within 90 days of the date the EEOC issued a Notice of Right to Sue.

21. Defendant denies the allegations contained in paragraph 21.

22. Defendant denies the allegations contained in paragraph 22.

23. Defendant denies the allegations contained in paragraph 23.

24. Defendant denies the allegations contained in paragraph 24.

25. Paragraph 25 sets forth a category of damages Plaintiff seeks to recover. The statement does not require a response, however, to the extent a response is required, Defendant denies that Plaintiff is entitled to the damages sought.

26. Paragraph 26 sets forth a category of damages Plaintiff seeks to recover. The statement does not require a response, however, to the extent a response is required, Defendant denies that Plaintiff is entitled to the damages sought.

27. The statement in paragraph 27 incorporates other paragraphs in the Complaint and requires no response. To the extent a response is required, Defendant denies the allegations in such paragraphs as set forth above.

28. Paragraph 28 contains a prayer and a recitation of the categories of damages Plaintiff is seeking and does not require a response. To the extent any response is required, Defendant denies liability and further denies that Plaintiff is entitled to any damages.

## II. DEFENSES

29. Plaintiff fails to state a claim upon which relief may be granted.

30. Defendant asserts that it had legitimate business justifications for all actions taken, that such actions were in good faith, and that Defendant had reasonable and non-discriminatory/non-retaliatory good cause for its actions. Plaintiff's claims are barred by the business judgment rule. Defendant had a job-related business necessity for the decisions made that form the basis of Plaintiff's claims.

31. Defendant alleges that Plaintiff was an "at will" employee and was not terminated for any impermissible reason(s).

32. Plaintiff was not discharged because of his alleged disability. Defendant denies that it took any adverse employment action against Plaintiff because of his alleged disability or any perceived disability.

33. Defendant asserts that Plaintiff's termination was the result of a reduction in force. This is a legitimate, non-discriminatory reason for a discharge that Plaintiff will not be able to rebut.

34. All employment decisions made by Defendant related to Plaintiff were not made on the basis of any illegal discrimination or retaliation.

35. Plaintiff could have, by reasonable effort, mitigated the damages alleged by securing similar employment that was readily available, including regression rights that Plaintiff voluntarily elected not to pursue. Plaintiff has totally failed to mitigate his damages. Thus, Plaintiff's damages, if any, should be reduced by the amount that Plaintiff could reasonably have mitigated by proper action and by the amount, if any, that Plaintiff has mitigated damages. To the

extent permitted by law, Plaintiff is not entitled to recover any damages insofar as he has failed to mitigate his damages.

36. Plaintiff may not recover any damages or any other relief for any period of time during which he was unable to work or perform services for Defendant.

37. Defendant exercised reasonable care to prevent and promptly correct any acts alleged to constitute retaliation by promulgating policies against retaliation. These policies were distributed to all employees and at all times were available.

38. Defendant denies that Plaintiff requested a reasonable accommodation and that it failed to provide Plaintiff with a reasonable accommodation. Further, Plaintiff was not entitled to any reasonable accommodation. Pleading in the alternative, to the extent that Plaintiff does permissibly raise a viable claim with regard to reasonable accommodation, Defendant will show that Plaintiff's proposed reasonable accommodation was not reasonable and/or would pose an undue hardship on Defendant. Pleading further in the alternative, Defendant denies that a reasonable accommodation was refused, and/or available.

39. Plaintiff was not regarded as having an impairment or disability by Defendant or any of Defendant's employees.

40. Plaintiff did not have a disability as defined by the Americans with Disabilities Act.

41. Plaintiff's claims are barred in whole or in part to the extent he failed to exhaust administrative remedies.

42. Plaintiff's claims are barred in whole or in part to the extent they exceed the scope of the allegations contained in a timely-filed Charge of Discrimination.

43. Plaintiff's claims are barred in whole or in part to the extent they are outside the applicable limitations period(s).

44. Defendant denies that Plaintiff was subject to any discriminatory or retaliatory employment practices but states that, if such practice is found, the same employment decision would have been made in the absence of any improper motive.

45. Defendant hereby asserts its right to invoke any and all caps on damages, in the unlikely event that any are so found, pursuant to any applicable federal or state statute or common law decision as is appropriate and permissible pursuant to the claims made by the Plaintiff herein.

46. To the extent Plaintiff seeks punitive damages, such request is barred by the due process clauses of the United States Constitution and amendments thereto, and by the due process clause of the Texas Constitution.

47. Defendant is not liable for liquidated damages because it has at all times acted in good faith and made a good faith effort to comply with discrimination laws.

48. Defendant alleges that Plaintiff's allegations are frivolous, groundless, or unreasonable thus entitling Defendant to an award of reasonable attorney's fees and expert witness fees.

49. Defendant denies that it violated the ADA.

50. Defendant reserves the right to assert additional affirmative defenses as established by the facts of this case.

### **III. PRAYER**

WHEREFORE, Defendant requests that this action be dismissed with prejudice, that the Court enter judgment against Plaintiff and in favor of Defendant, that Defendant be awarded its costs of suit, including reasonable attorney's fees, and that the Court grant Defendant such further relief as is appropriate.

Respectfully submitted,

By: /s/ Caroline C. Harrison  
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**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

The undersigned hereby acknowledges that a true and correct copy of the above-mentioned document was e-filed and sent by the ECF system to counsel for Plaintiff on this the 30th day of January, 2023 as follows:

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/s/ Caroline C. Harrison  
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