

ORIGINAL

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CLERK CAMERON S. BURKE  
IDAHO

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO**

AHMAD GOLRANGI,

Plaintiff,

vs.

ROMAR ELECTRIC, INC., and  
McALVAIN CONSTRUCTION, INC.

Defendants.

Case No: CIV 04-225-S-BLW

**ANSWER OF MCALVAIN  
CONSTRUCTION, INC.**

COMES NOW the Defendant McAlvain Construction, Inc., by and through its attorneys of record, Merrily Munther of the firm Penland Munther Goodrum, Chartered, and for answer to the Complaint on file herein admits, denies and alleges as follows:

**FIRST DEFENSE**

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

**SECOND DEFENSE**

1. Defendant denies each and every allegation of Plaintiff's Complaint not

herein expressly and specifically admitted.

2. Defendant admits the allegations of paragraphs I and II of the Complaint.

3. Defendant denies that Plaintiff was ever employed by this Defendant and is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations of paragraph 3 of the Complaint and, therefore, denies each and every such allegation.

4. Defendant admits the allegations of paragraphs IV and V of the Complaint.

5. Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations of paragraphs VI, VII and VIII of the Complaint and, therefore, denies each and every such allegation.

6. Defendant admits that Romar Electric Company, Inc., was a subcontractor at the construction site. Defendant denies the remaining allegations of paragraph IX of the Complaint.

7. Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations of paragraph X and, therefore, denies the same, except that Defendant denies that Allen Lang made any statement about the Plaintiff during the discussion in the electrical room.

8. Defendant admits that Mr. Lang made a phone call to Romar's foreman after Mr. Golrangi disrupted the work of the drywall crew in the electrical room. Defendant is without sufficient information or knowledge to form a belief as to the truth of the remaining

allegations of paragraph XI of the Complaint and, therefore, denies each and every such allegation.

9. Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations of paragraph XII of the Complaint and, therefore denies the same.

10. Defendant realleges and incorporates by this reference in response to the allegations of paragraph XIII of the Complaint, its responses to the allegations incorporated in said paragraph by reference.

11. Defendant denies the allegations of paragraphs XIV, XV, XVI and XVII of the Complaint.

#### **THIRD DEFENSE**

Plaintiff's Complaint fails to set forth a claim for which relief may be granted.

#### **FOURTH DEFENSE**

Plaintiff's claims may be barred, in whole or in part, by Plaintiff's own conduct.

#### **FIFTH DEFENSE**

The conduct described within Plaintiff's Complaint was proximately caused, if at all, by the acts or omissions of third parties over whom Defendant had no control.

#### **SIXTH DEFENSE**

Plaintiff's damages, if any, are limited by the provisions of Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, and/or the Idaho Human Rights Act.

**SEVENTH DEFENSE**

Defendant acted at all times relevant to the Complaint in good faith with regard to Plaintiff, had reasonable grounds for believing that its actions were not in violation of any law, and acted for legitimate and nondiscriminatory reasons.

**EIGHTH DEFENSE**

Plaintiff did not experience an adverse employment action based on race and/or national origin discrimination.

**NINTH DEFENSE**

The actions and damages alleged within Plaintiff's Complaint were proximately caused, if at all, by Plaintiff's own acts or omissions.

**TENTH DEFENSE**

Plaintiff is barred from recovery, in whole or in part, for failing to mitigate his damages.

**ELEVENTH DEFENSE**

Defendant prohibited discrimination based on race, national origin or other status in a protected class and made good faith efforts to inform employees of its anti-discrimination policy.

**TWELFTH DEFENSE**

Plaintiff's claims are barred by the principles of the doctrine of waiver.

**THIRTEENTH DEFENSE**

Plaintiff's claims are barred by the principles of the doctrine of estoppel.

**FOURTEENTH DEFENSE**

By virtue of pleading a "defense" above, Defendant does not admit that said defense is an "affirmative defense" within the meaning of applicable law, and Defendant does not thereby

assume the burden of proof not otherwise imposed upon it as a matter of law. In addition, in asserting any of the above defenses, Defendant does not admit any fault, responsibility, liability or damage, but, to the contrary, expressly denies the same.

**ATTORNEY FEES**

Defendant has been required to retain the services of the law firm of Penland Munther Goodrum, Chartered, to defend against the within action and is entitled to recover reasonable attorney fees and costs of suit pursuant to Title 42 United States Code §2000e-5(k).

WHEREFORE, Defendant prays:

1. That Plaintiff take nothing by his Complaint, and that the Complaint in this action be dismissed with prejudice;
2. For its costs and reasonable attorney fees; and
3. For such other and further relief as the Court deems proper.

Dated this 2<sup>nd</sup> day of June, 2004.

PENLAND MUNTHER GOODRUM, CHTD.

By   
Merrily Munther, of the Firm

CERTIFICATE OF SERVICE

I, the undersigned, certify that on the 2<sup>nd</sup> day of June, 2004, caused a true and correct copy of the foregoing to be forwarded with all required charges prepaid, by the method(s) indicated below, in accordance with the Rules of Civil Procedure, to the following person(s):

Chris Kronberg, Esq.  
Bowen & Bailey, LLP  
P.O. Box 1007  
Boise, Idaho 83701-1007  
Facsimile No. (208) 344-9670

Hand Delivery	_____
U.S. Mail	_____ X _____
Facsimile	_____
Overnight Mail	_____

  
Merrily Munther