

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DR. CAROLINE DIAZ,)
)
 Plaintiff,)
)
 v.)
)
 THE WESTMINSTER)
 SCHOOLS, INC., KELLEY DAY,)
 AND CHRISTA HANSEN,)
)
 Defendants.)
 _____)

CIVIL ACTION FILE NO.
1:22-cv-02707-TCB-RGV
JURY TRIAL DEMANDED

**DEFENDANTS’ ANSWER AND DEFENSES TO PLAINTIFF’S
COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF**

COME NOW The Westminster Schools, Inc. (“Westminster” or the “School”), Kelly Day (“Day”), and Christa Hansen (“Hansen”) (hereinafter collectively referred to as the “Defendants”) and hereby file their Answer and Defenses to Plaintiff’s Complaint for Damages and Equitable Relief, showing this Court as follows:

FIRST DEFENSE

Defendants assert the following affirmative and additional defenses, but Defendants expressly aver that they do not assume the burden of proof with respect

to any such defense(s), except as otherwise required by applicable law or rule with respect to the particular defense(s) asserted.

SECOND DEFENSE

Plaintiff's Complaint should be dismissed in its entirety on the grounds that it fails to state any claim upon which relief can be granted.

THIRD DEFENSE

Plaintiff's Complaint should be dismissed, in whole or in part, on the grounds that some of Plaintiff's claims are barred by the applicable statute of limitations or repose or are otherwise untimely, both as to relief and as to evidence to be received in this action.

FOURTH DEFENSE

To the extent that Plaintiff failed to meet all of the conditions precedent, other procedural requirements, and/or necessary jurisdictional prerequisites prior to filing this lawsuit, Plaintiff's claims are barred as a matter of law.

FIFTH DEFENSE

Plaintiff's Complaint should be dismissed, in whole or in part, on the grounds that Plaintiff failed to exhaust her administrative remedies.

SIXTH DEFENSE

To the extent that some or all of Plaintiff's claims arose more than 180 days prior to the filing of her Charge of Discrimination with the Equal Employment Opportunity Commission (the "EEOC"), those claims are time-barred as a matter of law.

SEVENTH DEFENSE

Plaintiff's claims of discrimination and/or retaliation are barred to the extent they exceed the scope of Plaintiff's underlying EEOC Charge of Discrimination.

EIGHTH DEFENSE

This Court lacks jurisdiction over any of Plaintiff's claims containing allegations not encompassed within Plaintiff's underlying EEOC Charge of Discrimination.

NINTH DEFENSE

Plaintiff's job performance, qualifications (or lack thereof), other conduct by her, and/or legitimate business reasons precipitated the decisions or actions taken by Defendants with regard to Plaintiff's employment and of which she now complains.

TENTH DEFENSE

Plaintiff failed to engage in any conduct protected by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* ("Title VII"), or 42

U.S.C. § 1981 (“Section 1981”), and, accordingly, Plaintiff’s claims for alleged unlawful retaliation fail as a matter of law.

ELEVENTH DEFENSE

Plaintiff’s claims of discrimination and retaliation are barred because Plaintiff cannot show any intent on the part of the Defendants to discriminate and/or retaliate unlawfully against Plaintiff.

TWELFTH DEFENSE

Plaintiff’s claims of discrimination and retaliation are barred because no actions of Defendants regarding Plaintiff’s employment were motivated by any discriminatory and/or retaliatory animus.

THIRTEENTH DEFENSE

Plaintiff’s claims of discrimination and retaliation are barred because any actions of Defendants regarding Plaintiff’s employment were taken for legitimate, non-discriminatory, non-retaliatory reasons and not for any unlawful purpose.

FOURTEENTH DEFENSE

Plaintiff’s claims of discrimination and/or retaliation are barred because any actions of Defendants regarding Plaintiff’s employment were just and proper, made consistent with business necessity, not for any unlawful purpose, taken for fair and

honest business reasons, taken in good faith and without malice, constituted a legitimate exercise of managerial discretion, and were privileged under the law.

FIFTEENTH DEFENSE

Mses. Day and Hansen expressly deny that they acted in any manner that violated Plaintiff's rights or caused Plaintiff harm, including engaging in any unlawful discrimination and/or retaliation.

SIXTEENTH DEFENSE

Westminster expressly denies that it or any employee under its supervision acted in any manner that violated Plaintiff's rights or caused Plaintiff harm, including engaging in any unlawful discrimination and/or retaliation. If any employee of Westminster engaged in conduct that violated Plaintiff's rights or caused Plaintiff harm, such conduct occurred entirely outside the scope of that employee's employment and without the actual or implied knowledge of Westminster and without its consent. Westminster neither knew nor had any reason to know of any such alleged conduct and Westminster did not authorize, direct, participate in, engage in, ratify, or tolerate any such conduct but instead prohibited such conduct. Actions entirely outside the course and scope of any such employee's employment may not be attributed or imputed to Westminster through the principles

of agency, respondent superior, or otherwise and, accordingly, Plaintiff's claims against Westminster are barred.

SEVENTEENTH DEFENSE

Defendants exercised reasonable care to prevent and promptly correct any complaints of discriminatory and/or retaliatory conduct made by Plaintiff, if any.

EIGHTEENTH DEFENSE

Plaintiff is not entitled to any of the relief sought by her in this action because even assuming, *arguendo*, that Defendants were found to have considered any impermissible factors in any of their employment decisions or actions with respect to Plaintiff, which Defendants explicitly deny, none of Defendants' employment decisions or actions with respect to Plaintiff were motivated by any such impermissible factors.

NINETEENTH DEFENSE

Plaintiff is not entitled to any of the relief sought by her in this action because even assuming, *arguendo*, that Defendants were found to have considered any impermissible factors in any of their employment decisions or actions with respect to Plaintiff, which Defendants explicitly deny, Defendants would have made the same employment decisions or taken the same employment actions with respect to Plaintiff regardless of any such impermissible factors.

TWENTIETH DEFENSE

At all times pertinent to Plaintiff's Complaint, Westminster maintained and enforced a strong written policy against discrimination and retaliation that provided preventative and corrective provisions. Plaintiff unreasonably failed to take advantage of the preventative and corrective opportunities that Westminster provided, and, as such, Plaintiff failed to avoid harm otherwise.

TWENTY-FIRST DEFENSE

Plaintiff's claims for alleged unlawful retaliation fail because even assuming, *arguendo*, that Plaintiff is able to demonstrate that Plaintiff's alleged protected activity was a motivating factor in any business decision challenged by Plaintiff, which Defendants explicitly deny, Defendants aver they would have made the same business decisions absent any consideration of the alleged protected activity.

TWENTY-SECOND DEFENSE

Plaintiff's claims for alleged unlawful retaliation fail because even assuming, *arguendo*, that Plaintiff is able to demonstrate that Plaintiff's alleged protected activity was a motivating factor in any business decisions challenged by Plaintiff, which Defendants explicitly deny, Defendants aver they acted in good faith and had reasonable grounds for believing they were not violating the law.

TWENTY-THIRD DEFENSE

Plaintiff's breach of contract claim is barred, in whole or in part, because Westminster breached no legally recognized duties or obligations owed to Plaintiff, contractual or otherwise.

TWENTY-FOURTH DEFENSE

Plaintiff's breach of contract claim should be dismissed, in whole or in part, because Plaintiff's claim is barred by the applicable statute of frauds and/or the parol evidence rule.

TWENTY-FIFTH DEFENSE

Plaintiff's breach of contract claim is barred by her failure to satisfy one or more conditions precedent.

TWENTY-SIXTH DEFENSE

Plaintiff's breach of contract claim fails because of one or more of the following: lack of mutuality of obligation, lack of mutuality of assent, lack of mutuality of remedy, and/or lack of mutuality generally.

TWENTY-SEVENTH DEFENSE

Plaintiff's breach of contract claim should be dismissed because Westminster substantially complied with the terms and conditions of any such employment contract.

TWENTY-EIGHTH DEFENSE

Plaintiff's Complaint should be dismissed, in whole or in part, on the grounds that Plaintiff is estopped by her own acts, omissions, representations, and/or courses of conduct from asserting the causes of action upon which she seeks relief.

TWENTY-NINTH DEFENSE

Plaintiff's claims are barred by one or more of the equitable doctrines of laches, estoppel, waiver, and unclean hands.

THIRTIETH DEFENSE

Plaintiff has not suffered irreparable harm and Defendants have not engaged in a violation of the law through a practice, policy, or pattern of conduct so as to entitle Plaintiff to equitable or injunctive relief. In the event that Plaintiff is found to be entitled to any such relief, which Defendants explicitly deny, Defendants aver that Plaintiff has adequate remedies at law.

THIRTY-FIRST DEFENSE

Defendants deny that Plaintiff suffered any pain and suffering, emotional, psychological, and/or physical damage whatsoever as a result of any alleged actions taken by Defendants, and any pain and suffering, emotional, psychological, or physical conditions suffered by Plaintiff are attributable to causes wholly

independent of any of Defendants' employment decisions or actions as so alleged by Plaintiff.

THIRTY-SECOND DEFENSE

Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff failed, refused, and/or neglected to mitigate or avoid the damages alleged in Plaintiff's Complaint.

THIRTY-THIRD DEFENSE

Plaintiff's claims are barred to the extent that she petitioned for bankruptcy under either Chapter 7 or Chapter 13 of the United States Bankruptcy Code but failed to disclose potential claims against Defendants as required by applicable bankruptcy laws.

THIRTY-FOURTH DEFENSE

Defendants are entitled to a set off against Plaintiff's claims for damages for amounts that Plaintiff did or could have received or earned through reasonable efforts.

THIRTY-FIFTH DEFENSE

Plaintiff's alleged damages for lost earnings, if any, should be reduced by the amount of earnings, interim or otherwise, that Plaintiff received following the conclusion of her employment with Westminster.

THIRTY-SIXTH DEFENSE

Defendants acted in good faith in all of their dealings with Plaintiff, and Defendants never acted willfully, wantonly, maliciously, or with reckless indifference to Plaintiff's protected rights. Any alleged unlawful conduct was contrary to Defendants' good faith efforts to comply with the statutes referenced herein and applicable law.

THIRTY-SEVENTH DEFENSE

Plaintiff's claims for compensatory and punitive damages are subject to the limitations imposed by 42 U.S.C. § 1981a to the extent permissible by law.

THIRTY-EIGHTH DEFENSE

Plaintiff's claim for punitive damages is unconstitutional as a violation of the Due Process Clause of the United States Constitution or otherwise.

THIRTY-NINTH DEFENSE

Plaintiff failed to plead sufficient facts to set forth a claim for punitive damages against Defendants under federal law or otherwise.

FORTIETH DEFENSE

Plaintiff's claims for punitive relief are barred inasmuch as Plaintiff cannot establish that Defendants showed such willful misconduct, malice, fraud,

wantonness, oppression, or that entire want of care that would raise a presumption of indifference to the consequences of such purported conduct.

FORTY-FIRST DEFENSE

Defendants are entitled to an award of their attorneys' fees and costs of litigation because Plaintiff's claims are factually and legally frivolous.

FORTY-SECOND DEFENSE

Defendants reserve the right to assert that some or all of Plaintiff's claims are barred by the after-acquired evidence doctrine.

FORTY-THIRD DEFENSE

Plaintiff's claims should be dismissed, in whole or in part, because no wrongful act, omission, conduct, or activity on the part of Defendants proximately caused any alleged injury or damage to Plaintiff.

FORTY-FOURTH DEFENSE

Defendants reserve the right to amend or to add any additional affirmative or other defenses that are not now known, but that may become known during the course of discovery, and to seek attorneys' fees and costs under any applicable statute or law in connection with the same, including, but not limited to, the statutes referenced herein.

FORTY-FIFTH DEFENSE

Defendants answer the individually enumerated paragraphs of Plaintiff's Complaint as follows:

INTRODUCTION

1.

Defendants admit that Plaintiff purports to bring an action asserting alleged discrimination and retaliation claims pursuant to Title VII and Section 1981. Defendants deny each and every remaining allegation contained in Paragraph 1 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

2.

Defendants admit that in or about February 2015, Plaintiff, a female, began her employment as the Preschool Director at Westminster, a Christian, independent day school. Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the allegations contained in Paragraph 2 of Plaintiff's Complaint regarding Plaintiff's descent, and, accordingly, Defendants deny those allegations in their entirety. Defendants deny each and every remaining allegation contained in Paragraph 2 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

3.

Defendants admit that Westminster terminated Plaintiff's employment on May 4, 2021. Defendants deny each and every remaining allegation contained in Paragraph 3 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

4.

Defendants admit that Plaintiff purports to bring an action asserting alleged discrimination and retaliation claims pursuant to Title VII and Section 1981 and a state law breach of contract claim. Defendants admit that Plaintiff purports to seek alleged back pay and the lost economic benefits of her employment, compensatory and punitive damages, reasonable attorneys' fees and costs of litigation, and all other relief this Court may deem just. Defendants deny each and every remaining allegation contained in Paragraph 4 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

JURISDICTION AND VENUE

5.

Defendants admit that Plaintiff's Title VII and Section 1981 claims present questions arising under federal law. Defendants deny each and every remaining

allegation contained in Paragraph 5 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

6.

Defendants admit that venue is proper in this Court. Defendants deny each and every remaining allegation contained in Paragraph 6 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

7.

Defendants aver that the EEOC's Notice of Right to Sue speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 7 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

PARTIES

8.

Defendants admit that Plaintiff is female. Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the remaining allegations contained in Paragraph 8 of Plaintiff's Complaint, and, accordingly, Defendants deny those allegations in their entirety. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

9.

Defendants admit the allegations contained in Paragraph 9 of Plaintiff's Complaint, but Defendants deny any and all liability to Plaintiff whatsoever.

10.

Defendants admit that Kelly Day was one of Plaintiff's supervisors during Plaintiff's employment at Westminster. Defendants deny each and every remaining allegation contained in Paragraph 10 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

11.

Defendants admit that Christa Hansen worked in Westminster's Human Resources Department at all times relevant to Plaintiff's Complaint. Defendants deny each and every remaining allegation contained in Paragraph 11 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

FACTS

Dr. Diaz's employment with Westminster

12.

Defendants admit that Plaintiff is female. Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint, and,

accordingly, Defendants deny those allegations in their entirety. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

13.

Defendants admit that from in or about February 2015 to the period through and including May 4, 2021, Westminster employed Dr. Diaz as its Preschool Director. Defendants deny each and every remaining allegation contained in Paragraph 13 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

14.

Defendants deny the allegations contained in Paragraph 14 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

15.

Defendants admit the allegations contained in Paragraph 15 of Plaintiff's Complaint, but Defendants deny any and all liability to Plaintiff whatsoever.

16.

Defendants admit that Plaintiff's resume indicates that she holds a Bachelor of Arts degree from De La Salle University in Manila, The Philippines. Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the remaining allegations contained in Paragraph 16 of Plaintiff's

Complaint, and, accordingly, Defendants deny those allegations in their entirety. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

17.

Defendants admit that, for academic year 2020-2021, Westminster employed Plaintiff on an at-will basis pursuant to the terms of a Staff Employment Contract, which speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 17 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Defendant Day's discriminatory comments and conduct¹

18.

Defendants admit that in or about November 2019, Ms. Day became Dr. Diaz's day-to-day supervisor. Defendants deny each and every remaining allegation contained in Paragraph 18 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

¹ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

19.

Defendants admit that Ms. Day is a Caucasian female and that she is a citizen of the United States. Defendants deny each and every remaining allegation contained in Paragraph 19 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

20.

Defendants deny the allegations contained in Paragraph 20 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

21.

Defendants aver that the April 16, 2020 *Education Week* magazine piece authored by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 21 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

22.

Defendants deny the allegations contained in Paragraph 22 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

*Dr. Diaz complains to Hansen about Day*²

23.

Defendants deny the allegations contained in Paragraph 23 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

24.

Defendants deny the allegations contained in Paragraph 24 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

25.

Defendants deny the allegations contained in Paragraph 25 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

26.

Defendants deny the allegations contained in Paragraph 26 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

27.

Defendants deny the allegations contained in Paragraph 27 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

² To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

28.

Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

29.

Defendants deny the allegations contained in Paragraph 29 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Day continues to discriminate against Dr. Diaz and other Asian teachers³

30.

Defendants deny the allegations contained in Paragraph 30 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

31.

Defendants admit that, in spring 2021, Westminster's Office of Human Resources conducted a salary audit for all employees assigned to Westminster's Preschool. Defendants deny each and every remaining allegation contained in Paragraph 31 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

³ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

32.

Defendants deny the allegations contained in Paragraph 32 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

33.

Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

34.

Defendants deny the allegations contained in Paragraph 34 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

35.

Defendants deny the allegations contained in Paragraph 35 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

36.

Defendants deny the allegations contained in Paragraph 36 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

37.

Defendants deny the allegations contained in Paragraph 37 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

38.

Defendants deny the allegations contained in Paragraph 38 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

39.

Defendants deny the allegations contained in Paragraph 39 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

40.

Defendants deny the allegations contained in Paragraph 40 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Dr. Diaz engages in more protected activity and publishes an article opposing anti-Asian racism and discriminatory treatment of Asians in the workplace⁴

41.

Defendants aver that the March 22, 2021 *Education Week* magazine piece authored by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 41 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

⁴ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

42.

Defendants aver that the March 22, 2021 *Education Week* magazine piece written by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 42 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

43.

Defendants aver that the March 22, 2021 *Education Week* magazine piece written by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 43 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

44.

Defendants aver that the March 22, 2021 *Education Week* magazine piece written by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 44 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

45.

Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the allegations contained in Paragraph 45 of Plaintiff's Complaint, and, accordingly, Defendants deny those allegations in their

entirety. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

46.

Defendants are without knowledge or information sufficient so as to form a belief as to the truth or veracity of the allegations contained in Paragraph 46 of Plaintiff's Complaint, and, accordingly, Defendants deny those allegations in their entirety. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

47.

Defendants deny the allegations contained in Paragraph 47 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

48.

Defendants deny the allegations contained in Paragraph 48 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

49.

Defendants deny the allegations contained in Paragraph 49 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

50.

Defendants deny the allegations contained in Paragraph 50 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

51.

Defendants deny the allegations contained in Paragraph 51 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

52.

Defendants deny the allegations contained in Paragraph 52 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Westminster terminates Dr. Diaz on pretextual grounds⁵

53.

Defendants admit that Westminster terminated Plaintiff's employment on May 4, 2021. Defendants deny each and every remaining allegation contained in Paragraph 53 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

⁵ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

54.

Defendants deny the allegations contained in Paragraph 54 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

55.

Defendants deny the allegations contained in Paragraph 55 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

56.

Defendants deny the allegations contained in Paragraph 56 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

57.

Defendants deny the allegations contained in Paragraph 57 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

58.

Defendants admit that Plaintiff cried during the meeting in which Westminster informed Plaintiff of its decision to terminate her employment. Defendants deny each and every remaining allegation contained in Paragraph 58 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Westminster breaches Dr. Diaz's contract and further discriminates and retaliates against her through her salary and pay⁶

59.

Defendants aver that Plaintiff's Staff Employment Contract for academic year 2020-2021 speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 59 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

60.

Defendants admit that Westminster's ten-month employees are paid their full academic year compensation pro rata over a period of twelve months. Defendants deny each and every remaining allegation contained in Paragraph 60 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

61.

Defendants aver that Plaintiff's Staff Employment Contract for academic year 2020-2021 speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 61 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

⁶ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

62.

Defendants deny the allegations contained in Paragraph 62 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

63.

Defendants deny the allegations contained in Paragraph 63 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

64.

Defendants deny the allegations contained in Paragraph 64 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

65.

Defendants aver that the February 26, 2021 letter from the Chair of Westminster's Board of Trustees to the School's faculty and staff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 65 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

66.

Defendants deny the allegations contained in Paragraph 66 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

67.

Defendants admit that at all times during Plaintiff's employment, Plaintiff may have been eligible for a \$5,000 educational stipend subject to the terms and conditions of Westminster's Small Family Educational Assistance Program (SEAP). Defendants deny each and every remaining allegation contained in Paragraph 67 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

68.

Defendants admit that during the course of Plaintiff's employment, Defendants became aware that Plaintiff was enrolled in a doctoral program at Georgia State University. Defendants deny each and every remaining allegation contained in Paragraph 68 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

69.

Defendants admit that Plaintiff received a \$5,000 educational stipend for use during academic year 2019-2020. Defendants deny each and every remaining allegation contained in Paragraph 69 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

70.

Defendants deny the allegations contained in Paragraph 70 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

71.

Defendants aver that Plaintiff's Staff Employment Contract for academic year 2020-2021 speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 71 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

72.

Defendants deny the allegations contained in Paragraph 72 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

73.

Defendants admit that Plaintiff provided Westminster with a copy of a transcript from her doctoral program. Defendants deny each and every remaining allegation contained in Paragraph 73 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

74.

Defendants aver that the promissory note referenced by Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph

74 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

75.

Defendants deny the allegations contained in Paragraph 75 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

76.

Defendants deny the allegations contained in Paragraph 76 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

Westminster threatens Dr. Diaz and her 11-year-old son's enrollment following termination⁷

77.

Defendants deny the allegations contained in Paragraph 77 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

78.

Defendants deny the allegations contained in Paragraph 78 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

⁷ To the extent Plaintiff's section heading is intended to recite purported allegations of fact, Defendants deny each and every allegation contained in Plaintiff's section heading. Answering further, Defendants deny any and all liability to Plaintiff whatsoever.

79.

Defendants admit that Plaintiff withdrew her son from Westminster in or about May 2021. Defendants deny each and every remaining allegation contained in Paragraph 79 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

80.

Defendants aver that the May 12, 2021 letter from Westminster's counsel to Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 80 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

81.

Defendants aver that the May 12, 2021 letter from Westminster's counsel to Plaintiff speaks for itself. Defendants deny each and every remaining allegation contained in Paragraph 81 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

82.

Defendants deny the allegations contained in Paragraph 82 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

83.

Defendants deny the allegations contained in Paragraph 83 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

84.

Defendants deny the allegations contained in Paragraph 84 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

COUNT I

Race and National Origin Discrimination in Violation of 42 U.S.C. § 1981
(Against all Defendants)

85.

Defendants repeat, re-allege, and re-aver each and every response to the allegations contained in each of the individually numbered Paragraphs 1 through 84 hereinabove as if fully set forth herein.

86.

Defendants deny the allegations contained in Paragraph 86 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

87.

Defendants deny the allegations contained in Paragraph 87 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

88.

Defendants deny the allegations contained in Paragraph 88 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

89.

Defendants deny the allegations contained in Paragraph 89 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

90.

Defendants deny the allegations contained in Paragraph 90 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

91.

Defendants deny the allegations contained in Paragraph 91 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

92.

Defendants deny the allegations contained in Paragraph 92 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

93.

Defendants deny the allegations contained in Paragraph 93 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

94.

Defendants deny the allegations contained in Paragraph 94 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

95.

Defendants deny the allegations contained in Paragraph 95 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

96.

Defendants deny the allegations contained in Paragraph 96 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

COUNT II

Race and National Origin Discrimination in Violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Against Defendant Westminster)

97.

Defendants repeat, re-allege, and re-aver each and every response to the allegations contained in each of the individually numbered Paragraphs 1 through 96 hereinabove as if fully set forth herein.

98.

Defendants deny the allegations contained in Paragraph 98 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

99.

Defendants deny the allegations contained in Paragraph 99 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

100.

Defendants deny the allegations contained in Paragraph 100 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

101.

Defendants deny the allegations contained in Paragraph 101 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

102.

Defendants deny the allegations contained in Paragraph 102 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

103.

Defendants deny the allegations contained in Paragraph 103 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

104.

Defendants deny the allegations contained in Paragraph 104 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

105.

Defendants deny the allegations contained in Paragraph 105 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

106.

Defendants deny the allegations contained in Paragraph 106 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

107.

Defendants deny the allegations contained in Paragraph 107 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

108.

Defendants deny the allegations contained in Paragraph 108 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

COUNT III
Retaliation in Violation of 42 U.S.C. § 1981
(Against All Defendants)

109.

Defendants repeat, re-allege, and re-aver each and every response to the allegations contained in each of the individually numbered Paragraphs 1 through 108 hereinabove as if fully set forth herein.

110.

Defendants deny the allegations contained in Paragraph 110 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

111.

Defendants deny the allegations contained in Paragraph 111 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

112.

Defendants deny the allegations contained in Paragraph 112 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

113.

Defendants deny the allegations contained in Paragraph 113 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

114.

Defendants deny the allegations contained in Paragraph 114 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

115.

Defendants deny the allegations contained in Paragraph 115 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

116.

Defendants deny the allegations contained in Paragraph 116 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

117.

Defendants deny the allegations contained in Paragraph 117 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

118.

Defendants deny the allegations contained in Paragraph 118 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

119.

Defendants deny the allegations contained in Paragraph 119 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

120.

Defendants deny the allegations contained in Paragraph 120 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

121.

Defendants deny the allegations contained in Paragraph 121 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

122.

Defendants deny the allegations contained in Paragraph 122 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

COUNT IV
Retaliation in Violation of Title VII
of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.
(Against Defendant Westminster)

123.

Defendants repeat, re-allege, and re-aver each and every response to the allegations contained in each of the individually numbered Paragraphs 1 through 122 hereinabove as if fully set forth herein.

124.

Defendants deny the allegations contained in Paragraph 124 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

125.

Defendants deny the allegations contained in Paragraph 125 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

126.

Defendants deny the allegations contained in Paragraph 126 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

127.

Defendants deny the allegations contained in Paragraph 127 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

128.

Defendants deny the allegations contained in Paragraph 128 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

129.

Defendants deny the allegations contained in Paragraph 129 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

130.

Defendants deny the allegations contained in Paragraph 130 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

131.

Defendants deny the allegations contained in Paragraph 131 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

132.

Defendants deny the allegations contained in Paragraph 132 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

133.

Defendants deny the allegations contained in Paragraph 133 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

134.

Defendants deny the allegations contained in Paragraph 134 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

135.

Defendants deny the allegations contained in Paragraph 135 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

136.

Defendants deny the allegations contained in Paragraph 136 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

COUNT V
Breach of Contract
(Against Defendant Westminster)

137.

Defendants repeat, re-allege, and re-aver each and every response to the allegations contained in each of the individually numbered Paragraphs 1 through 136 hereinabove as if fully set forth herein.

138.

Defendants deny the allegations contained in Paragraph 138 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

139.

Defendants deny the allegations contained in Paragraph 139 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

140.

Defendants deny the allegations contained in Paragraph 140 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

141.

Defendants deny the allegations contained in Paragraph 141 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

142.

Defendants deny the allegations contained in Paragraph 142 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

143.

Defendants deny the allegations contained in Paragraph 143 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

144.

Defendants deny the allegations contained in Paragraph 144 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

145.

Defendants deny the allegations contained in Paragraph 145 of Plaintiff's Complaint, and Defendants deny any and all liability to Plaintiff whatsoever.

PRAYER FOR RELIEF

In response to the Paragraph beginning with "WHEREFORE" on page 34 of Plaintiff's Complaint, Defendants deny that Plaintiff is entitled to any of the relief sought through that Paragraph, including Subparagraphs A – I thereof (but excluding Plaintiff's demand for a jury trial), and Defendants state affirmatively that Plaintiff is not entitled to any relief in this action whatsoever, whether at law, in equity, or otherwise.

Defendants hereby deny any and all liability to Plaintiff. Any allegation not responded to above is hereby denied.

WHEREFORE, having answered the Complaint for Damages and Equitable Relief of Plaintiff Dr. Caroline Diaz, Defendants The Westminster Schools, Inc., Kelly Day, and Christa Hansen respectfully request that this Court enter judgment in their favor and against Plaintiff; that Plaintiff take nothing by reason of her

Complaint; that this action be dismissed, with prejudice, on its merits as a matter of law; that all costs be cast against Plaintiff; and that Defendants be awarded their reasonable attorneys' fees, expenses, and costs, as well as any other relief to which they are entitled to receive at law, in equity, or otherwise.

This 19th day of September, 2022.

Respectfully submitted,

HOLLAND & KNIGHT LLP

s/ Joshua I. Bosin

Joshua I. Bosin

Georgia Bar No. 143054

MacKenzie E. Gansert

Georgia Bar No. 824281

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Counsel for Defendants
The Westminster Schools, Inc.,
Kelley Day, and Christa Hansen

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

| | | |
|-----------------------------------|---|------------------------------|
| DR. CAROLINE DIAZ, |) | |
| |) | |
| Plaintiff, |) | |
| |) | CIVIL ACTION FILE NO. |
| v. |) | |
| |) | 1:22-cv-02707-TCB-RGV |
| THE WESTMINSTER |) | |
| SCHOOLS, INC., KELLEY DAY, |) | JURY TRIAL DEMANDED |
| AND CHRISTA HANSEN, |) | |
| |) | |
| Defendants. |) | |
| |) | |

CERTIFICATE OF SERVICE

I hereby certify that on this day I served a true and correct copy of the within and foregoing **DEFENDANTS’ ANSWER AND DEFENSES TO PLAINTIFF’S COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF** with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following Counsel of Record:

Anita K. Balasubramanian, Esq.
Andrew R. Tate, Esq.
Buckley Beal, LLP
Bank of America Plaza, Suite 3900
600 Peachtree Street NE
Atlanta, Georgia 30308
E-Mail: abala@buckleybeal.com
E-Mail: atate@buckleybeal.com

This 19th day of September, 2022.

s/ Joshua I. Bosin
Joshua I. Bosin
Georgia Bar No. 143054