

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

United States Courts
Southern District of Texas
FILED

MAY 19 2004

Michael N. Milby, Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §

Plaintiff §

and §

TINA S. ROBERSON, §

Plaintiff-Intervenor §

v. §

KEY ENERGY SERVICES, INC., §

Defendant. §

CIVIL ACTION NO. C-03-331

JURY

KEY ENERGY SERVICES, INC.'S ANSWER TO PLAINTIFF-INTERVENOR'S
FIRST AMENDED ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Defendant BROOKS WELL SERVICING, INC. D/B/A KEY ENERGY SERVICES, INC., GULF COAST DIVISION ("Defendant" or "Key Energy") files this its Answer to Plaintiff-Intervenor's First Amended Original Complaint ("Intervenor's Complaint"), and would respectfully show unto the Honorable Court the following:

I.
FIRST DEFENSE

1. Key Energy answers the allegations contained within the separately numbered paragraphs of Intervenor's Complaint as follows:

2. To the extent that a response to the averments contained in Paragraph 1, titled "Nature of Action," is required or permitted, Key Energy denies those averments.

3. Key Energy admits the averments contained in Paragraph 2 of Intervenor's Complaint.

4. Key Energy admits the averments contained in Paragraph 3 of Intervenor's Complaint.

5. With regard to Paragraph 4 of Intervenor's Complaint, Key Energy denies that any unlawful employment practices were committed within this Court's jurisdiction, but admits that venue is proper within this District and Division.

6. Key Energy denies the averments contained in Paragraph 5 of Intervenor's Complaint.

7. Key Energy denies the averments contained in Paragraph 6 of Intervenor's Complaint.

8. Key Energy denies the averments contained in Paragraph 7 of Intervenor's Complaint.

9. Key Energy denies the averments contained in Paragraph 8 of Intervenor's Complaint.

10. Key Energy denies the averments contained in Paragraph 9 of Intervenor's Complaint.

11. Key Energy denies the averments contained in Paragraph 10 of Intervenor's Complaint.

12. Key Energy denies the averments contained in Paragraph 11 of Intervenor's Complaint.

13. Key Energy denies the averments contained in Paragraph 12 of Intervenor's Complaint.

14. To the extent that a response to the averments contained in Paragraph 13 is required or permitted, Key Energy denies those averments.

15. Key Energy denies the averments contained in Paragraph 14 of Intervenor's Complaint.

16. Key Energy denies the averments contained in Paragraph 15 of Intervenor's Complaint.

17. Key Energy denies the averments contained in Paragraph 16 of Intervenor's Complaint.

18. No response to Plaintiff's Jury Trial Demand paragraph is required or permitted. Furthermore, to the extent that a response to subparagraphs 1-11 of paragraph 17 are permitted or required, Key Energy denies those averments

II.

SECOND DEFENSE

19. Key Energy alleges and avers that Plaintiff-Intervenor has failed to mitigate her damages.

III.

THIRD DEFENSE

20. Alternatively, Key Energy alleges and avers that the claims upon which Intervenor's Complaint are based are barred by the applicable statutes of limitations.

IV.

FOURTH DEFENSE

21. Alternatively, Key Energy further alleges and avers that it exercised reasonable care to prevent and/or correct promptly any alleged sexual harassment or discrimination.

V.

FIFTH DEFENSE

22. Alternatively, Key Energy further alleges and avers that Plaintiff unreasonably failed to take advantage of any preventative or corrective opportunities provided by Key Energy.

VI.

SIXTH DEFENSE

23. Alternatively, Key Energy further alleges and avers that the claims upon which Intervenor's Complaint are based are barred by the doctrine of waiver.

VII.

SEVENTH DEFENSE

24. Alternatively, Key Energy further alleges and avers that the claims upon which Intervenor's Complaint are based are barred by the doctrine of estoppel.

VIII.

EIGHTH DEFENSE

25. Alternatively, Key Energy further alleges and avers that the claims upon which Intervenor's Complaint are based are barred by the doctrine of laches.

IX.

NINTH DEFENSE

26. Alternatively, Key Energy further alleges and avers that Intervener has failed to exhaust her administrative remedies.

WHEREFORE, PREMISES CONSIDERED, Defendant Brooks Well Service, Inc. d/b/a Key Energy Services, Inc., Gulf Coast Division prays that upon final trial and hearing in this case, it have judgment in accordance with the law and facts as determined by this Honorable Court, that it have its costs of court expended herein, and that it deny the relief sought by Plaintiff-Intervener, and for all such other and further relief, at law and in equity, to which this Defendant may be justly entitled.

Respectfully submitted,

RATHWELL & NIZIALEK, P.C.

BY: Teresa L. De Ford (wp)

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**ATTORNEY-IN-CHARGE FOR DEFENDANT
BROOKS WELL SERVICING, INC. d/b/a KEY
ENERGY SERVICES, INC., GULF COAST
DIVISION**

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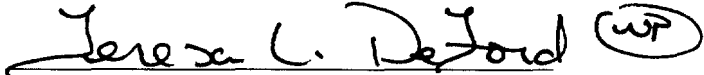
CERTIFICATE OF SERVICE

I do certify that a true and correct copy of the foregoing instrument has been forwarded to all counsel of record via certified mail, return receipt requested, facsimile, and/or regular mail on this 19th day of May 2004, properly addressed as follows:

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