

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF MISSISSIPPI  
WESTERN DIVISION

UNITED STATES OF AMERICA

PLAINTIFF

v.

CIVIL ACTION NO. 3:06cv61

FIRST NATIONAL BANK OF PONTOTOC  
and WILLIAM W. ANDERSON

DEFENDANTS

**FIRST NATIONAL BANK OF PONTOTOC'S  
ANSWER TO AMENDED COMPLAINT AND CROSS-CLAIM**

Defendant First National Bank of Pontotoc (the "Bank") answers the United States' Amended Complaint as follows:

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

The Plaintiff has failed to state a claim against the Bank upon which relief can be granted.

**Second Affirmative Defense**

The Plaintiff's claims and causes of action are barred in whole or in part due to the Plaintiff's failure to comply with the statute of limitations.

**Third Affirmative Defense**

The Plaintiff's claims and causes of action are barred in whole or in part due to waiver, payment and/or release.

**Fourth Affirmative Defense**

The Plaintiff's claims and causes of action are barred in whole or in part due to accord and satisfaction.

**Fifth Affirmative Defense**

The Plaintiff's claims are barred in whole or in part by the doctrines of laches, waiver or estoppel.

Sixth Affirmative Defense

To the extent that Anderson engaged in any unlawful conduct, such conduct, if it occurred, was outside the course and scope of Anderson's employment with the Bank and was undertaken without the knowledge or consent of the Bank. Accordingly, the Bank is not liable for such conduct, if it occurred.

ANSWER

The Bank responds to and answers each separate paragraph of the Amended Complaint as follows:

1. Paragraph 1 of the Amended Complaint does not require a response from the Bank. However, to the extent that a response is required, the Bank denies the allegations contained in Paragraph 1 of the Amended Complaint.
2. The Bank admits that jurisdiction and venue are proper.
3. The Bank admits the allegations contained in Paragraph 3 of the Amended Complaint.
4. The Bank admits the allegations contained in Paragraph 4 of the Amended Complaint.
5. Paragraph 5 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 5 imply any wrongdoing or liability as to the Bank, those allegations are denied.
6. Paragraph 6 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 6 imply any wrongdoing or liability as to the Bank, those allegations are denied.

7. The Bank denies that Anderson was employed by the Bank as a branch manager from 1993 to 2004. Otherwise, the Bank admits the allegations contained in paragraph 7 of the Amended Complaint.

8. Paragraph 8 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 8 imply any wrongdoing or liability as to the Bank, those allegations are denied.

9. Paragraph 9 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 9 imply any wrongdoing or liability as to the Bank, those allegations are denied.

10. Paragraph 10 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 10 imply any wrongdoing or liability as to the Bank, those allegations are denied.

11. Paragraph 11 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 11 imply any wrongdoing or liability as to the Bank, those allegations are denied.

12. The Bank denies the allegations contained in the first sentence of Paragraph 12 of the Amended Complaint. The Bank is without sufficient knowledge to admit or deny the allegations contained in the second sentence of Paragraph 12 and therefore deny the same. The last sentence of Paragraph 12 purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in the final sentence of Paragraph 12 imply any wrongdoing or liability as to the Bank, those allegations are denied.

13. The Bank denies the allegations contained in Paragraph 13 of the Amended Complaint.

14. Paragraph 14 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 14 imply any wrongdoing or liability as to the Bank, those allegations are denied. Further, the Bank specifically denies that it discriminated against any Bank customer or potential customer on the basis of sex.

15. Paragraph 15 of the Amended Complaint purports to state a legal conclusion to which the Bank is not required to respond. However, to the extent the allegations contained in Paragraph 15 imply any wrongdoing or liability as to the Bank, those allegations are denied.

16. The Bank denies the allegations contained in Paragraph 16 of the Amended Complaint.

17. The Bank denies the allegations contained in Paragraph 17 of the Amended Complaint.

18. The Bank denies the remaining allegations contained in the Plaintiff's Amended Complaint beginning with the final, unnumbered paragraph starting with the words, "WHEREFORE, The United States." Further, the Bank denies that the Plaintiff is entitled to any relief whatsoever from the Bank.

19. Any and all remaining allegations contained in the Amended Complaint not expressly admitted, controverted, or specifically denied are hereby denied.

**CROSS-CLAIM AGAINST DEFENDANT WILLIAM W. ANDERSON**

1. If Anderson is found to have acted inappropriately, as the Plaintiff has alleged, the Bank is not liable for any wrongdoing on Anderson's part.

2. Far from intentionally, willfully, and recklessly disregarding the rights of others, the Bank took immediate and aggressive action upon learning of any wrongdoing. Such action

consisted of the termination of Anderson's employment, compensation to the alleged victim, and implementation of additional policies and procedures to prevent any future wrongdoings.

3. The allegations of wrongdoing are specific to Anderson. No other employee of the Bank has been accused of or, to the Bank's knowledge, has committed or, is suspected of having committed wrongdoing. Thus, if any liability is imposed on the Bank, it will be directly and proximately caused by Anderson's actions.

4. Anderson is therefore liable to the Bank in an amount to be determined by the Court.

WHEREFORE, PREMISES CONSIDERED, the Bank respectfully requests that the Amended Complaint be dismissed with prejudice, that the Bank be awarded its costs and attorneys' fees expended in this matter, and for such further and other relief in its favor as this Court deems proper and just. In the alternative, if the Court finds the Plaintiff is entitled to recovery from the Bank, First National Bank of Pontotoc demands judgment against co-Defendant William D. Anderson in an amount equal to that which the Court finds the Bank liable.

THIS, the 25th day of July.

Respectfully submitted,

FIRST NATIONAL BANK OF PONTOTOC

By Its Attorneys,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC

By:           s/W. Davis Frye            
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**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

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I also certify that I have mailed by U.S. Mail, first class postage prepaid, the foregoing to the following non-ECF participant:

Scott Yeoman  
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Pontotoc, MS 38863-0337

THIS, the 25th day of July, 2007.

s/W. Davis Frye  
W. DAVIS FRYE