IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

RUDOLPH A. KARLO, MARK K., MCLURE, WILLIAM S. CUNNINGHAM, JEFFREY MARIETTI, DAVID MEIXELSBERGER, BENJAMIN D. THOMPSON and RICHARD CSUKAS, on behalf of themselves and all others similarly situated,	)	Civil Action No. 2:10-cv-01283
	)	Judge Nora Barry Fischer
Plaintiffs, v.	)	
PITTSBURGH GLASS WORKS, LLC,	)	ELECTRONIC FILING
Defendant.	)	

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

ANSWER

Defendant, Pittsburgh Glass Works, LLC ("PGW"), hereby answers Plaintiffs Rudolph A. Karlo, Mark K. McLure, William S. Cunningham, Jeffrey Marietti, David Meixelsberger, Benjamin D. Thompson and Richard Csukas' (collectively "Plaintiffs" or "Named Plaintiffs") Collective Action Complaint as follows:

THE PARTIES

1. Plaintiff Rudolph A. Karlo is an individual who is currently 52 years old and resides in Creighton, Pennsylvania.

ANSWER: On information and belief, Mr. Karlo is currently 52 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 1 of the Complaint and, therefore, those allegations are denied.

2. Plaintiff Mark K. McLure is an individual who is currently 56 years old and resides in Lower Burrell, Pennsylvania.

ANSWER: On information and belief, Mr. McLure is currently 56 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 2 of the Complaint and, therefore, those allegations are denied.

3. Plaintiff William S. Cunningham is an individual who is currently 54 years old and resides in Springdale, Pennsylvania.

ANSWER: On information and belief, Mr. Cunningham is currently 54 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 3 of the Complaint and, therefore, those allegations are denied.

4. Plaintiff Jeffrey Marietti is an individual who is currently 56 years old and resides in Tarentum, Pennsylvania.

ANSWER: On information and belief, Mr. Marietti is currently 56 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 4 of the Complaint and, therefore, those allegations are denied.

5. Plaintiff David Meixelsberger is an individual who is currently 53 years old and resides in Lower Burrell, Pennsylvania.

ANSWER: On information and belief, Mr. Meixelberger is currently 53 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 5 of the Complaint and, therefore, those allegations are denied.

6. Plaintiff Benjamin D. Thompson is an individual who is currently 57 years old and resides in Greensburg, Pennsylvania.

ANSWER: On information and belief, Mr. Thompson is currently 57 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 6 of the Complaint and, therefore, those allegations are denied.

7. Plaintiff Richard Csukas is an individual who is currently 59 years old and resides in Evansville, Indiana.

ANSWER: On information and belief, Mr. Csukas is currently 59 years old. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 7 of the Complaint and, therefore, those allegations are denied.

8. Defendant PGW is a Pennsylvania limited liability corporation with its principal place of business located at 30 Isabella Street, Suite 500, Pittsburgh, Pennsylvania 15212. Before its creation in late 2008, the underlying business operations and assets of PGW were formally part of the automotive glass and services business of PPG Industries, Inc.("PPG"), which is also headquartered in Pittsburgh, Pennsylvania. PPG retains a 40% ownership interest in PGW, with the other 60% being owned by a private equity firm, Kohlberg & Company, L.L.C. ("Kohlberg").

ANSWER: PGW admits that its principal place of business is located at 30 Isabella Street, Suite 500, Pittsburgh, Pennsylvania 15212. PGW further admits that before late 2008, the business of PGW was owned by PPG Industries, Inc. PGW denies the remainder of the allegations contained in paragraph 8.

9. At all relevant times, PGW has continuously been an "employer" within the meaning of 29 U.S.C. § 623 of the ADEA.

ANSWER: PGW states that the allegations contained in paragraph 9 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, Plainitffs fail to allege what time-period is included in "all relevant times." Subject

to and notwithstanding the above, PGW states that it did not exist before October 2008. PGW admits only that it has continuously, since its formation, been any "employer" within the meaning of 29 U.S.C. § 623 of the ADEA.

10. The Representative Plaintiffs are all former employees of PGW and were previously long-time PPG employees.

ANSWER: The allegations of paragraph 10 of the Complaint are admitted in part and denied in part. PGW admits that Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas were formerly employees of PGW for varying periods of time and previously were employees of PPG. However, PGW denies that the Named Plaintiffs were employees of PGW at all relevant times. To the contrary, certain Named Plaintiffs were at certain times employees of companies other than PGW and/or were working for PGW pursuant to a contract with that other company. Separately, PGW denies that the Named Plaintiffs are representative of any purported class. PGW denies the remaining allegations of paragraph 10 of the Complaint.

11. Once the discovery process in this matter is underway, the roles of other unknown conspirators and participants in the wrongdoing identified herein will likely be revealed, and plaintiffs reserve their right to seek leave of court to further amend this Complaint to add new parties and/or new claims.

ANSWER: PGW states that the allegations contained in paragraph 11 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Subject to and notwithstanding the above, the allegations contained in paragraph 11 are denied.

NATURE OF THIS ACTION AND CORE ALLEGATIONS

12. This is an action brought by the Representative Plaintiffs, with nearly 130 years of combined experience and dedicated service to PPG and/or PGW, seeking redress on a collective basis for systemic practices engaged in by PGW resulting in discrimination against its older work

force in conducting Reductions-in-Force ("RIFs") and forced retirements over an extended period of time, which practices are continuing in nature. Plaintiffs bring this collective action on behalf of themselves and all other present and former similarly situated salaried employees (the "ADEA Class Members") against PGW for discrimination in employment, by:

a. Adopting and employing methods for evaluating, ranking and selecting employees for termination in its RIFs, which methods were highly subjective, unreliable, invalid, and served as mere pretext, resulting in the termination of disproportionately high numbers of older workers who were never informed of the clandestine criteria used to select them for termination;

b. Failing to exercise appropriate supervision or control over managers who select older workers for termination;

c. Maintaining a corporate culture which fosters and encourages pervasive ageist stereotypes, implicit age bias, and age-related animus, and which permits managers to practice age discrimination in evaluating older employees and in selecting employees for termination;

d. Failing to establish policies to ensure compliance with the requirements of ADEA, and to guard against age discrimination, and implicit age bias, including, without limitation, policies requiring proper training of supervisory employees;

e. Willfully failing to examine or evaluate, in advance of the completion of RIFs (or at any time thereafter), whether the RIFs routinely result in the elimination of a disproportionately high number of older workers, or to otherwise employ safeguards or exercise oversight of the RIF process to prevent or mitigate such discriminatory outcomes, in violation of ADEA, as well as PGW's own internal RIF policies;

f. Failing and refusing to reinstate, retrain and/or relocate older employees into positions that matched their job qualifications which became available after their termination, and failing to notify them of such positions when they became available;

g. Retaliating against employees who oppose PGW's unlawful policies, practices or procedures, in contravention of the ADEA; and

h. Extracting from employees invalid and improper waivers of claims for liability which are part of its scheme to intimidate and discriminate against older workers and attempt to prevent them from asserting valid claims under ADEA arising from their terminations.

ANSWER: PGW states that the allegations contained in paragraph 12 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by

failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, these allegations present specific items of alleged evidence out of context, contain inappropriate argument and join together separate and unrelated factual allegations. Subject to and notwithstanding the above, the PGW denies the allegations contained in paragraph 12. By

5 0 TD-.0002 wa 28 Tc 28 Tw[PGW ves of nBy)]TJ-7.7725 -2.3 TD.0012 Tc13898 Tw[purphorned clss2. P

ANSWER: PGW admits that it conducts business activity within the Commonwealth of Pennsylvania, that it maintains its principal place of business in Pennsylvania, and that personal jurisdiction is appropriate in this Court. PGW denies the remainder of the allegations of paragraph 15 of the Complaint.

16. Plaintiffs have complied with all conditions precedent to filing a suit under ADEA.

ANSWER: PGW states that the allegation contained in paragraph 16 violates the requirements of Rule 8 of the Federal Rules of Civil Procudures and the caselaw applying that rule because it fails to make a short and plain statement of the claim and provide a plausible basis for relief. Specifically, this allegation presents a baseless conclusion without any inclusion of or reference to how the Plaintiffs purport to have "complied with all conditions precedent" to anything. Subject to and notwithstanding the above, PGW denies the allegations of paragraph 16.

17. The Representative Plaintiffs each filed charges of employment discrimination based on age against PGW with the Equal Opportunity Employment Commission ("EEOC"): Messrs. Karlo, McLure, Cunningham, Thompson and Csukas filed their respective charges on January 22, 2010. Mr. Meixelsberger filed his charge on January 25, 2010. Copies of Plaintiffs' EEOC charges are attached as Exhibit A.

ANSWER: The allegations of paragraph 17 of the Complaint are admitted in part and denied in part. PGW admits that Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas filed charges with the Equal Opportunity Employment Commission ("EEOC"). On information and belief, PGW admits that Messrs. Karlo, McLure, Cunningham, Thompson and Csukas filed their respective charges on January 22, 2010 and Mr. Meixelsberger filed his charge on January 25, 2010. PGW denies that there was any basis for any charge filed by any of the Named Plaintiffs before the EEOC.

18. More than 60 days have elapsed since the Representative Plaintiffs filed charges with the EEOC.

ANSWER: The allegations of paragraph 18 of the Complaint are denied in part and admitted in part. PGW denies that the named Plaintiffs are representative of any purported class. On information and belief, the remaining allegation is admitted.

19. Each of the Representative Plaintiffs has received a Dismissal and Notice of Rights from the EEOC. Copies of these EEOC Notices are attached hereto as Exhibit B and are incorporated by reference as though fully set forth herein.

ANSWER: The allegations of paragraph 19 of the Complaint are admitted in part and denied in part. PGW admits that Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas each was issued a Dismissal and Notice of Rights from the EEOC, which are contained within Exhibit B. PGW denies that these Plaintiffs are representative of a class.

20. The Complaint was filed within 90 days of receipt of the first Dismissal and Notice of Rights issued by the EEOC to a Representative Plaintiff.

ANSWER: Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20 of the Complaint and, therefore, those allegations are denied.

VENUE

21. Venue is proper in the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391(b), as the unlawful employment acts and practices complained of by the Plaintiffs were committed or occurred, and continue to occur, within this District. Moreover, PGW maintains its principal place of business in this District, and all but one of the Representative Plaintiffs, as well as a large concentration of the Class Members, reside and/or worked for PGW in this District.

ANSWER: The allegations of paragraph 21 of the Complaint are admitted in part and denied in part. PGW admits that venue is proper in the Western District of Pennsyslvania and that it maintains its principal place of business in the District. PGW denies that the Named Plaintiffs are representative of any purported class. PGW further denies that any "unlawful

employment acts and practices" were "committed or occurred, and continue to occur." PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations regarding where Plaintiffs reside or where purported class members reside or where they worked.

22. In addition, the unlawful employment policies and practices which are the subject of this action, were and are centrally implemented and/or controlled from PGW's principal place of business in this District, and remain in effect in this District and nation-wide in continuous, systematic violation of the ADEA.

ANSWER: PGW states that the allegation contained in paragraph 22 violates the requirements of Rule 8 of the Federal Rules of Civil Procudures and the caselaw applying that rule because it fails to make a short and plain statement of the claim and provide a plausible basis for relief. Specifically, the allegation contained in paragraph 22 contains a legal conclusion that does not comply with Rule 8 and is, therefore, denied. Subject to and notwithstanding the above, the allegations of paragraph 22 of the Complaint are admitted in part and denied in part. PGW admits that it maintains its principal place of business in the District. The remaining allegations of paragraph 22 of the Complaint are denied.

23. Because a large number of the illegal terminations by PGW took place in Pittsburgh and because PGW is headquartered in Pittsburgh, this District is an appropriate forum for this collective action.

ANSWER: Defendants states that the allegations contained in paragraph 23 of the Complaint violate the requirements of Rule 8 of the Federal Rules of Civil Procedure because they fail to make a short and plain statement of the claim and provide a plausible basis for relief. To the contrary, the facts alleged in paragraph 23 are wholly irrelevant to any claim or issue in this case. Subject to and notwithstanding the above, PGW denies the allegations of paragraph 23 of the Complaint.

FACTUAL BACKGROUND

Mr. Karlo's Tenure at PGW

24. Mr. Karlo began working for PPG Industries, Inc., whose automotive glass division was the predecessor to Defendant PGW, on October 9, 1978 as a Construction and Maintenance Research Specialist II.

ANSWER: The allegations of paragraph 24 of the Complaint are admitted in part and denied in part. On information and belief, it is admitted that Mr. Karlo's hire date for PPG was October 9, 1978, however, the accuracy of that date is subject to further investigation. PGW denies that PPG Industries, Inc. was the "predecessor" to PGW. Regarding the remaining allegations of paragraph 24, PGW states that it was formed in early October, 2008 and information regarding employment of any of the Named Plaintiffs is only available to PGW in files and records that existed before PGW's formation. Thus, at present, PGW lacks information sufficient to form a belief as to the truth or falsity of facts relating to the historical employment relationship between the Named Plaintiffs and PGW. PGW anticipates that such information will be uncovered during investigation and discovery in this matter, but states that it currently lacks information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 24 of the Complaint.

25. In 1983, Mr. Karlo was promoted to Construction and Maintenance Research Specialist I and continued to work in that position until 1990.

ANSWER: PGW states that the allegations contained in paragraph 25 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer,

Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25 of the Complaint.

26. Mr. Karlo continued to receive several promotions over the subsequent years: to Senior Technical Assistant in 1990; to Engineering Specialist in 1995; and finally, to Senior Engineering Specialist in 2001, a position which he continued to fill following the transition of the automotive glass division to PGW.

ANSWER: PGW states that the allegations contained in paragraph 26 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 26 of the Complaint.

27. During Mr. Karlo's career with PPG, he worked with different teams of PPG personnel to develop eight shared patents related to glass processes that have inured to the benefit of PPG and its 40%-owned subsidiary, Defendant PGW.

ANSWER: PGW denies that PGW is a "40%-owned subsidiary" of PPG. PGW states that the allegations contained in paragraph 27 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or

information sufficient to form a belief about the truth of the allegations in paragraph 27 of the Complaint.

28. Throughout his more than 30-year career with PPG and/or PGW, Mr. Karlo received consistently positive performance reviews, commendations and awards, commensurate increases to his salary, bonuses (known at PPG as "Personal Performance Grants") and, as described above, multiple promotions.

ANSWER: PGW states that the allegations contained in paragraph 28 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical reviews, commendations and awards are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 28 of the Complaint.

29. In the last decade or so of Mr. Karlo's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"). Prior to the implementation of the P&LP process, which relies on highly subjective criteria which are not easy to quantify, PPG had employed a numeric system involving more objective criteria, known as "Accountability."

ANSWER: PGW states that the allegations contained in paragraph 29 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these

facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 29 of the Complaint.

30. A review of Mr. Karlo's P&LP and Accountability documents dating back to

ANSWER: The allegations of paragraph 31 of the Complaint are admitted in part and denied in part as stated. On information and belief, it is admitted that Mr. Karlo was 51 years of age when his employment was terminated. PGW states that the allegations contained in paragraph 31 regarding Mr. Karlo's employment with PPG violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 31 of the Complaint regarding Mr. Karlo's employment with PPG. PGW states that Mr. Karlo did not receive any formal review during his employment with PGW and, thus, denies the allegations of paragraph 31 regarding any review from PGW. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Karlo was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Karlo was offered a severance payment and he accepted that payment.

Mr. McLure's Tenure at PGW

32. In 1974, Mr. McLure started his career with PPG as a contract employee at the Glass Research & Technology Laboratory ("GRTL") facility, a division of PPG. On September 1, 1975, Mr. McLure became a full-time, direct PPG employee at the GRTL facility.

ANSWER: PGW states that the allegations contained in paragraph 32 regarding Mr. McLure's employment with PPG violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and nothwithstanding the above, the allegations of paragraph 32 of the Complaint are admitted in part and denied in part. On information and belief, it is admitted that Mr. McLure's original hire date with PPG was September 1, 1975, and his latest hire date with PPG was October 12, 1981 however, the accuracy of those dates is subject to further investigation. For the same reasons discussed in paragraph 24 of this Answer, PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 32 of the Complaint.

33. While at the GRTL facility, Mr. McLure was involved in projects related to fiberglass production. Thus, when PPG closed the GRTL facility in 1980, it transferred Mr. McLure to its Fiberglass Research facility in RIDC Park in O'Hara Township, Pennsylvania.

ANSWER: PGW states that the allegations contained in paragraph 33 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer,

Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 33 of the Complaint.

34. In 1990, Mr. McLure was promoted to the position of Senior Technician for the Fiberglass Reinforcement Group. Although this group was based out of the RIDC Park location, Mr. McLure's position entailed significant travel time to service different PPG facilities, particularly a PPG facility located in Shelby, North Carolina.

ANSWER: PGW states that the allegations contained in paragraph 34 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 34 of the Complaint.

35. On June 1, 1999, PPG closed the RIDC Park facility. At that time, Mr. McLure was slated to be transferred permanently to Shelby, North Carolina. However, rather than relocate, Mr. McLure pursued another opportunity within PPG.

ANSWER: PGW states that the allegations contained in paragraph 35 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 35 of the Complaint.

36. Mr. McLure was hired by the Automotive Glass/OEM Products Group at PPG's Harmarville, Pennsylvania facility. As an employee of the automotive glass division of PPG - and later as a separate entity, Defendant PGW—Mr. McLure was responsible for conducting validation testing, traveling to satellite facilities for problem-solving and troubleshooting, and providing customer support and technical service directly to customers at their facilities.

ANSWER: PGW states that the allegations contained in paragraph 36 relating to Mr. McLure's employment with PPG violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 36 relating to Mr. McLure's employment with PPG. PGW admits that Mr. McLure had the duties alleged in paragraph 36 during his employment with PGW.

37. Throughout his tenure with PPG and/or PGW Mr. McLure was a dedicated and hard-working employee. He consistently received positive performance evaluations, which denoted that he either met or exceeded job requirements.

ANSWER: PGW states that the allegations contained in paragraph 37 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph relating to Mr. McLure's employment with PPG and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Furthermore,

as it pertains to his time as an employee of PGW, the level to which Mr. McLure was "dedicated" or "hard-working" is an inappropriate allegation for a complaint and all such allegations are, therefore, denied. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 37 relating to Mr. McLure's employment with PPG.

38. Mr. McLure also received regular salary increases, bonuses and multiple awards and commendations for his service to his employer, and is a named contributor on a patent developed for PPG.

ANSWER: PGW states that the allegations contained in paragraph 38 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee salary increases, bonuses and/or awards are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 38 of the Complaint.

39. Despite his contributions to PPG and/or PGW over a career spanning more than 34 years, Mr. McLure was terminated by PGW without notice or warning on March 31, 2010 at the age of 55.

ANSWER: The allegations of paragraph 39 of the Complaint are admitted in part and denied in part as stated. On information and belief, it is admitted that Mr. McLure was 55 years

of age when his employment was terminated. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. McLure was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. McLure was offered a severance payment and he accepted that payment. The remaining allegations of paragraph 39 are denied.

Mr. Cunningham's Tenure with PGW

40. Mr. Cunningham began his career with PPG as a contract employee at PPG's Glass Research & Development Center in Harmarville, Pennsylvania.

ANSWER: PGW states that the allegations contained in paragraph 40 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40 of the Complaint.

41. In April 1996, Mr. Cunningham applied for a position with PPG's automotive glass division and was hired on as a direct, full-time PPG employee.

ANSWER: PGW states that the allegations contained in paragraph 41 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by

failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, the allegations of paragraph 41 of the Complaint are admitted in part and denied in part. On information and belief, it is admitted that Mr. Cunningham's original hire date with PPG was in 1996, however, that exact date is an issue for further investigation and discovery. For the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 41 of the Complaint.

42. Mr. Cunningham's work at PPG was largely devoted to the Laminated Glass Project which he saw through from its initial product validation study through every aspect of testing until the final product, known as Sungate Coated Laminate, was ready for production at PPG's manufacturing facilities in Crestline, Ohio and Tipton, Pennsylvania. Mr. Cunningham continued to be responsible for monitoring and supporting the launch efforts at these two facilities.

ANSWER: PGW states that the allegations contained in paragraph 42 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 42 of the Complaint.

43. Based on Mr. Cunningham's considerable contributions to the Sungate Coated Laminate process, he was promoted on September 1, 2004 to the position of Senior Technical Assistant in the OEM New Product & Process Development Group. The announcement of his promotion was accompanied by numerous accolades acknowledging that Mr. Cunningham had

"made significant contributions to the recent success of two key automotive product/process developments" and had made "important technical contributions, technology transfer, productivity improvements and training of manufacturing personnel that led to the success."

ANSWER: PGW states that the allegations contained in paragraph 43 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons

failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph regarding Mr. Cunningham's employment with PPG and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 45 of the Complaint that related to Mr. Cunningham's employment with PPG. PGW states that Mr. Cunningham never received a formal review during his employment with PGW and, therefore, PGW denies the remaining allegations of paragraph 45.

46. Despite this demonstrated record of success, Mr. Cunningham was terminated by PGW on March 31, 2010 at the age of 53.

ANSWER: The allegations of paragraph 46 of the Complaint are admitted in part and denied in part as stated. On information and belief, Mr. Cunningham was 53 years of age when his employment was terminated. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Cunningham was included in the group of individuals whose employment with PGW was terminated. At the

time of his termination Mr. Cunningham was offered a severance payment and he accepted that payment. The remaining allegations of paragraph 46 are denied.

Mr. Marietti's Tenure at PGW

47. Mr. Marietti began his career at PPG as a contract employee in the construction and maintenance shop at PPG's Harmarville automotive glass facility in 1984.

ANSWER: The allegations of paragraph 47 of the Complaint are admitted in part and denied in part. On information and belief, it is admitted that Mr. Marietti's original hire date with PPG was in 1984, however, the exact date is subject to further investigation. For the same reasons discussed in paragraph 24 of this Answer, PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 47 of the Complaint.

48. In 1990, Mr. Marietti transferred to the Mold Shop at the Harmarville facility, where he was then responsible for building tooling and doing division maintenance.

ANSWER: PGW states that the allegations contained in paragraph 48 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48 of the Complaint.

49. In 1994, Mr. Marietti became a direct PPG employee. He continued to work in the Mold Shop, but was given a PPG title of Construction & Maintenance ("C&M") Research Specialist II.

ANSWER: PGW states that the allegations contained in paragraph 30 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 49 of the Complaint.

50. Mr. Marietti was promoted to C&M Research Specialist I in 1996 and was again promoted in 2002 to the position of Senior C&M Specialist in the OEM Technology Transfer Group.

ANSWER: PGW states that the allegations contained in paragraph 50 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 50 of the Complaint.

51. In 2003, although his job title did not change, Mr. Marietti was given greater responsibility and was, essentially, performing the job functions of a Technical Assistant, a role in which he continued after the transition to PGW.

ANSWER: PGW admits that Mr. Marietti served as a Technical Assistant with PGW. PGW states that the remaining allegations contained in paragraph 51 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to

provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 51 of the Complaint.

52. Over the course of his career as a PPG employee, Mr. Marietti received high ratings on his P&LPs, and never during his tenure with PPG and/or PGW did he receive a poor performance review.

ANSWER: PGW states that the allegations contained in paragraph 52 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph regarding Mr. Marietti's employment with PPG. Thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 52 of the Complaint regarding Mr. Marietti's employment with PPG. PGW states that Mr. Marietti never received a formal review during his employment with PGW and, therefore, PGW denies the remaining allegations of paragraph 52.

53. Mr. Marietti was abruptly terminated, without explanation, by PGW on March 31, 2009 at the age of 55.

ANSWER: The allegations of paragraph 53 are admitted in part and denied in part. PGW admits that Mr. Marietti's employment was terminated on March 31, 2009 and, on information and belief, that Mr. Marietti was 55 years old at the time. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Marietti was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Marietti was offered a severance payment and he accepted that payment. The remaining allegations of paragraph 53 are denied.

Mr. Meixelsberger's Tenure at PGW

54. Mr. Meixelsberger began his career with PPG in 1987.

ANSWER: On information and belief, PGW admits that Mr. Meixelsberger was hired by PPG in 1987, however, the exact date of his hiring is subject to further investigation.

55. Over the course of the next 22 years, Mr. Meixelsberger came to be regarded as one of the industry's leading experts in the windshield bending process.

ANSWER: PGW states that the allegations contained in paragraph 55 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evalutations are irrelevant to any issue in this matter because standards

change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 55 of the Complaint.

56. Although it was customary for employees in Mr. Meixelsberger's job classification to work in tandem with a research engineer, Mr. Meixelsberger was routinely trusted to address production issues alone while working in PPG's various production plants.

ANSWER: PGW states that the allegations contained in paragraph 56 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee performance as alleged herein is irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 56 of the Complaint.

57. Throughout his tenure at both PPG and PGW, Mr. Meixelsberger received excellent performance evaluations and commendations for a job well done. In fact, at one point, Mr. Meixelsberger was hand-selected by Gary Cannon - who at the time had just been named the Director of Manufacturing Technology - to serve in a specialized manufacturing group made up of five employees plucked out of the automotive division at PPG's Harmarville facility.

ANSWER: PGW states that the allegations contained in paragraph 57 regarding Mr. Meixelsberger's employment with PPG violate the requirements of Rule 8 of the Federal Rules

of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee performance as alleged herein is irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 57 of the Complaint regarding Mr. Meixelsberger's employment with PPG. PGW states that, during his employment with PGW, Mr. Meixelsberger did not receive any formal reviews and, therefore, PGW denies the remaining allegations of paragraph 57.

58. In fact, Mr. Meixelsberger was consistently in high demand at PPG's facilities around the country because of his well-known expertise and demonstrated record of success. Even though this demand meant significant travel, long work days and time away from his family, Mr. Meixelsberger never faltered in his commitment to PPG and/or PGW.

ANSWER: PGW states that the allegations contained in paragraph 58 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee evaluations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Further, there is no factual basis to support the

proposition that Mr. Meixelsberger "never faltered in his commitment to PGW" and PGW, therefore, denies that allegation. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 56 of the Complaint regarding Mr. Meixelsberger's employment with PPG.

59. However, despite Mr. Meixelsberger's track-record of valuable contributions, first to PPG and then to PGW, on March 31, 2009, he was terminated by PGW, without explanation, at the age of 52.

ANSWER: PGW states that the allegations contained in paragraph 59 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, the allegations of paragraph 59 are admitted in part and denied in part. PGW admits that Mr. Meixelsberger's employment was terminated on March 31, 2009 and, on information and belief, that Mr. Meixelsberger was 52 years old at the time. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Meixelsberger was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Meixelsberger was offered a severance payment and he accepted that payment. For the same reasons stated in paragraph 24, PGW lacks

knowledge or information sufficient to form a belief as to the "value" of Mr. Meixelsberger's "contributions" to PPG. The remaining allegations of paragraph 59 are denied.

Mr. Thompson's Tenure at PGW

60. Mr. Thompson began his career with PPG as a part-time employee, while attending college, in June 1971 at PPG's Works 25 facility in Greensburg, Pennsylvania.

ANSWER: The allegations of paragraph 60 of the Complaint are admitted in part and denied in part. On information and belief, PGW admits that Mr. Thompson originally began working with PPG in 1971. PGW states that the allegations contained in paragraph 60 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 60 of the Complaint.

61. Although Mr. Thompson's part-time position was eliminated in January 1972, a few short months later, in April 1972, Mr. Thompson was hired by PPG as a permanent production employee at the Greensburg facility

ANSWER: PGW states that the allegations contained in paragraph 61 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer,

Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61 of the Complaint.

62. Mr. Thompson continued his employment at the Greensburg facility until it was closed in January 1994. During his tenure at that location, he held various positions in the production and warehouse departments and was involved in a variety of projects, committees and work teams. He also served as a production supervisor for seven years.

ANSWER: PGW states that the allegations contained in paragraph 62 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 62 of the Complaint.

63. While at the Greensburg facility, Mr. Thompson was regularly awarded the maximum yearly salary increases, along with additional merit-based performance increases.

ANSWER: PGW states that the allegations contained in paragraph 63 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 63 of the Complaint.

64. In September 1996, Mr. Thompson was retained as a bender operator at PPG's Works 1 facility in Creighton, Pennsylvania. The bender operator holds one of the highest paid positions in production at PPG.

ANSWER: PGW states that the allegations contained in paragraph 64 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 64 of the Complaint.

65. Not long after starting at Creighton, Mr. Thompson was offered the position of hourly Production Supervisor in March 1997.

ANSWER: PGW states that the allegations contained in paragraph 65 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 65 of the Complaint.

66. In 2000, Mr. Thompson was made a salaried Production Supervisor.

ANSWER: PGW states that the allegations contained in paragraph 66 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by

failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 66 of the Complaint.

67. In 2003, Mr. Thompson was again promoted, this time to the position of Shift Supervisor, and in 2004, he was asked by the Plant Manager to take on additional responsibilities assisting the plant's Lean Practitioner.

ANSWER: PGW states that the allegations contained in paragraph 67 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 67 of the Complaint.

68. Between 2006 and 2008, during the time PPG was seeking a buyer for its automotive glass division, before it entered into the joint venture with Kohlberg to form PGW, Mr. Thompson served as a Warehouse Supervisor, a Final Supervisor and the Ergonomics Team Leader.

ANSWER: PGW states that the allegations contained in paragraph 68 regarding Mr. Thompson's employment with PPG violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of

the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68 of the Complaint regarding Mr. Thompson's employment with PPG. PGW denies that Kohlberg and PPG ever entered into any "joint venture."

69. Throughout his time at the Creighton facility, Mr. Thompson received various awards and commendations, served on the Safety team and was involved in employee training and environmental health.

ANSWER: PGW states that the allegations contained in paragraph 61 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee awards and commendations are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61 of the Complaint.

70. Unlike his fellow Plaintiffs, Mr. Thompson's job title and job duties changed in the wake of the formation of and transition to PGW. In November 2008, Mr. Thompson was told that he was being reassigned to a supposedly newly created position - Storeroom Supervisor and Maintenance Planner. Although Mr. Thompson was told that this new role was an acknowledgment of his superior skills and expe

ANSWER: PGW admits that Mr. Thompson was given the job title of Storeroom Supervisor and Maintenance Planner. PGW denies the remaining allegations of paragraph 70 of the Complaint.

71. Mr. Thompson's skepticism, in part, arose from the fact that this so-called "new" position was, in fact, was comprised of job duties nearly identical to a previously existing position formerly filled by another employee Phyllis Ligda. Ms. Ligda, at the age of approximately 56, previously had been terminated, supposedly because her job had been eliminated during a "re-organization" in the glass division.

ANSWER: For the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71 of the Complaint relating to the prior employment and duties of Phyllis Ligda and, therefore, those allegations are denied. PGW also states that paragraph 71 violates Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule. Specifically, this paragraph is compound and states irrelevant and hyperbolic allegations unnecessary to establish any claim or to provide a plausible basis for relief. While PGW lacks knowledge or information sufficient to form a belief about the truth of the allegation in paragraph 72 of the Complaint about Mr. Thompson's "skepticism" and, on that basis, denies the allegations; PGW further states that Mr. Thompson lacked any factual basis for his concern and, therefore denies the allegations of paragraph 72.

72. Given that Mr. Thompson was, himself, just 56 years-old and the oldest tenured production supervisor, he had concerns that essentially he was being phased out.

ANSWER: While PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 72 of the Complaint about Mr. Thompson's "concerns" and, on that basis, denies the allegations; PGW further states that Mr. Thompson lacked any factual basis for his concern and, therefore denies the allegations of paragraph 72.

73. This concern only increased when PGW retained new, younger employees—or made younger temporary employees full-time salaried employees—to fill the production supervisory role that Thompson had been forced to vacate when he was relegated to the storeroom position.

ANSWER: While Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 73 of the Complaint about "this concern" and, on that basis, denies the allegations; PGW further states that Mr. Thompson lacked any factual basis for his concern and, therefore denies the allegation of paragraph 73.

74. In the weeks that followed, Mr. Thompson was repeatedly called upon to fill in as a production supervisor when other employees were absent or increased production warranted additional assistance. Mr. Thompson willingly and gladly fulfilled these duties, which he had ably accomplished during his many successful years as a production supervisor.

ANSWER: Defendant PGW admits that, from time to time, Mr. Thompson served as a production supervisor. To the extent the remaining allegations of paragraph 74 of the Complaint seek to characterize Mr. Thompson's performance or the reasons for his service as a production supervisor, PGW denies the same.

75. Then, on March 31, 2009, like Phyllis Ligda before him, Mr. Thompson was told that his position with PGW had been eliminated and he was terminated from employment at the age of 56.

ANSWER: The allegations of paragraph 75 of the Complaint are admitted in part and denied in part. It is admitted that Mr. Thompson's employment was terminated on March 31, 2009. On information and belief, it is admitted that Mr. Thompson was age 56. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and

Mr. Thompson was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Thompson was offered a severance payment and he accepted that payment. For the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 75 of the Complaint regarding Phyllis Ligda's employment with PPG and, therefore, those allegations are denied. PGW denies the remaining allegations of paragraph 75.

Mr. Csukas' Tenure at PGW

76. Mr. Csukas started working at PPG as a member of the controller Trainee Program (in Computer Systems & Finance) in June of 1973. The position was located at PPG's Creighton, Pennsylvania facility.

ANSWER: The allegations of paragraph 76 of the Complaint are admitted in part and denied in part. On information and belief, it is admitted that Mr. Csukas began working for PPG in 1973, however, the exact date of his hire is subject to further investigation. PGW states that the allegations contained in paragraph 76 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 76 of the Complaint.

77. In March, 1974, Mr. Csukas was promoted to the position of General Accountant for PPG's flat glass facility in Wichita Falls, Texas.

ANSWER: PGW states that the allegations contained in paragraph 77 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 77 of the Complaint.

78. Three years later, in 1977, Mr. Csukas returned to Pennsylvania to take the position of Project Accountant at PPG's Greensburg facility for automotive replacement windshield fabrication.

ANSWER: PGW states that the allegations contained in paragraph 78 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 78 of the Complaint.

79. In July 1978, Mr. Csukas was promoted to Supervisor of Cost Accounting for PPG's flat glass facility in Meadville, Pennsylvania, where he was responsible for all of the activities related to the cost accounting function at the plant, as well as for managing three controller trainees.

ANSWER: PGW states that the allegations contained in paragraph 79 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by

failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 79 of the Complaint.

80. In 1981, Mr. Csukas was given another promotion, to the position of Financial Analyst in the Glass Controllers Department, located at PPG's general office headquarters in downtown Pittsburgh.

ANSWER: PGW states that the allegations contained in paragraph 80 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee promotions are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 80 of the Complaint.

81. A few years later, in March, 1984, Mr. Csukas was elevated to the role of Director of Information & Financial Services and was moved to PPG's automotive fabrication plant in Evansville, Indiana. As the Director, Mr. Csukas managed the entire Accounting & Information Systems departments and supervised eight direct reports.

ANSWER: PGW states that the allegations contained in paragraph 81 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 81 of the Complaint.

82. Mr. Csukas continued in the Director position at the Evansville facility until 1994. However, in 1985, not long after assuming that role, PPG asked Mr. Csukas to take on certain additional responsibilities by assuming the leadership position for the Quality Leadership Team. In that capacity, Mr. Csukas attended the Phillip Crosby Quality College and was certified as a Quality Education System trainer/facilitator. Thereafter, Mr. Csukas became responsible for managing the QES training efforts (which involved 10 hour sessions) for 450 employees at the plant.

ANSWER: PGW states that the allegations contained in paragraph 82 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as it presents specific alleged facts out of context, contains inappropriate argument, and joins together separate and unrelated factual allegations that fail to provide a short and concise statement of Plaintiffs' claim or a plausible basis for relief. Moreover, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 82 of the Complaint.

83. Realizing that he had a real talent for and strong interest in quality control and efficiency management at PPG, in November, 1994, Mr. Csukas applied for and was awarded the position of Manager of Breakthrough Process in the Automotive OEM Quality Department. In this job, Mr. Csukas was certified as a Breakthrough Process trainer/facilitator by a consulting company Rath & Strong. Thereafter, he conducted over 60 Breakthrough teams throughout the Automotive OEM business unit, collectively achieving productivity improvements valued in excess of $15 Million in savings to PPG. Mr. Csukas' efforts also opened up new business opportunities for the company.

ANSWER: PGW states that the allegations contained in paragraph 83 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as it presents specific alleged facts out of context, contains inappropriate argument, and joins together separate and unrelated factual allegations that fail to provide a short and concise statement of Plaintiffs' claim or a plausible basis for relief. Moreover, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 83 of the Complaint.

84. In November, 1997, Mr. Csukas became the Manager of Value Focus for Enterprise Excellence & Quality. He was certified as a Rapid Improvement Workshop trainer/facilitator by a consulting company, Delta Point Corporation, and conducted over 70 workshops throughout the automotive business unit, and achieved savings for PPG upward of $8 Million from productivity improvements.

ANSWER: PGW states that the allegations contained in paragraph 84 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Subject to and

notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 84 of the Complaint.

85. While in this latest managerial role, Mr. Csukas was designated as PPG's representative at the Bluegrass Automotive Manufacturing Association ("BAMA"), which is sponsored by Toyota. Ultimately, Mr. Csukas became the Chair of the BAMA Heartland Region 6 group in 2006.

ANSWER: PGW states that the allegations contained in paragraph 85 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee promotions are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 85 of the Complaint.

86. As the Manager of Value Focus for Enterprise Excellence & Quality, Mr. Csukas reported to a director position initially held by John Banks. When Banks retired in or about 2004, Mr. Csukas was an obvious candidate for Mr. Bank's replacement. However, PPG passed over Mr. Csukas and appointed Dave King, a man nearly 10 years his junior with far less experience or expertise in quality control or productivity/efficiency analysis and management.

ANSWER: PGW states that the allegations contained in paragraph 86 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief.

Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee promotions are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 86 of the Complaint.

87. Despite being unfairly denied this opportunity for advancement, Mr. Csukas continued as a dedicated and well regarded PPG employee until 2008 when, by virtue of PPG's partial sale of its interests in the automotive glass division to Kohlberg, he became an employee of PGW - with the same job title and job functions.

ANSWER: PGW states that the allegations contained in paragraph 87 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee promotions are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 87 of the Complaint regarding Mr. Csukas' employment with PPG. PGW admits that Mr. Csukas was

employed by PGW at the formation of PGW in October, 2008. PGW denies the remaining allegations of paragraph 87.

88. Although he had a well-established track record of top performance and measurable success in making the business operate more efficiently and had historically saved the company tens of millions of dollars, Mr. Csukas was terminated by PGW on March 30, 2009 at the age of 58.

ANSWER: The allegations contained in paragraph 88 are admitted in part and denied in part. PGW admits that Mr. Csukas was terminated by PGW on March 30, 2009. On information and belief, PGW admits that Mr. Csukas was 58 years old at the time of his termination. PGW states that the allegations contained in paragraph 88 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim or a plausible basis for relief. Specifically, PGW did not exist at the time of the facts alleged in this paragraph and, thus, these facts are completely irrelevant to any issue in this case or claim against PGW. Moreover, historical employee "track-record"s and "performance" as alleged herein are irrelevant to any issue in this matter because standards change over time so that, regardless of past reviews, present performance, skills and ability may dictate a completely different outcome. Subject to and notwithstanding the above, for the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 88 of the Complaint regarding Mr. Csukas' employment with PPG. PGW further admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the

company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Csukas was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Csukas was offered a severance payment and he accepted that payment.

The Joint Venture Between PPG and Kolberg to Form PGW

89. Upon information and belief, at some point in 2006, PPG formed an intention to divest itself, in full or in part, of its automotive glass division.

ANSWER: PGW states that the allegations contained in paragraph 89 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter and lack any relevance to any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 89 and, therefore, those allegations are denied.

90. At that time, PPG instituted a "transfer freeze" in automotive glass, which meant that all the employees in that division were supposedly barred from applying for open positions in other business units at PPG. Employees in the automotive glass division were told that they were essentially human capital, an "asset of the automotive glass division and, as such, would be sold with them," because whatever company acquired the division would need good personnel in place after the sale. PPG further emphasized to its employees in automotive glass that it was marketing the division as a "world class company" with an experienced research organization possessing fine-tuned skills and expertise.

ANSWER: PGW states that the allegations contained in paragraph 90 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter and lack any relevance to

any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 90 and, therefore, those allegations are denied.

91. During this time, PPG also dispensed with the P&LP employee evaluative process, which was declared by PPG Management to be "non-essential." Employees were instructed to stay focused on working hard and making improvements in the business in order to make it marketable to prospective buyers.

ANSWER: PGW states that the allegations contained in paragraph 91 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter and lack any relevance to any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 91 and, therefore, those allegations are denied.

92. In 2007, PPG originally brokered a deal for the sale of the automotive glass division to a California-based firm, Platinum Equity. However, in the last days of December 2007, the sale was abruptly cancelled by the prospective purchaser.

ANSWER: The allegations of paragraph 92 of the Complaint are admitted in part and denied in part. It is admitted that PPG was pursuing the sale of the automotive glass division with Platinum Equity and that the sale was not closed. PGW states that the allegations contained in paragraph 92 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter

and lack any relevance to any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 92 and, therefore, those allegations are denied.

93. Thereafter, PPG leadership discontinued open discussions with its employees about the possible sale of the business unit, in part, because the failed deal with Platinum Equity had spawned litigation between the two organizations in which Platinum Equity alleged that PPG had made fraudulent misrepresentations in connection with the failed sale.

ANSWER: The allegations of paragraph 93 of the Complaint are admitted in part and denied in part. On information and belief, PGW admits PPG did not complete any sale to Platinum Equity and that PPG and Platinum Equity are involved in a dispute regarding that planned transaction. PGW states that the allegations contained in paragraph 93 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter and lack any relevance to any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 93 and, therefore, those allegations are denied.

94. PPG, however, clearly remained determined to negotiate some deal whereby it would divest itself of its automotive glass division.

ANSWER: PGW states that the allegations contained in paragraph 94 violate the requirements of Rule 8 of the Federal Rules of Civil Procedure and caselaw applying that rule by failing to provide a short and plain statement of Plaintiffs' claim as they present alleged facts regarding a company that is not the subject of any claim in this matter and lack any relevance to

any issue or claim against PGW. Thus, these allegations fail to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW states that it lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 94 and, therefore, those allegations are denied.

95. Some time in 2008, PPG began negotiations with Kohlberg, which culminated in a joint venture agreement between the two entities, pursuant to which PPG retained a 40% ownership interest in automotive glass and Kohlberg acquired the remaining 60% ownership interest. In November 2008, PPG and Kohlberg established a jointly owned successor entity – PGW.

ANSWER: The allegations of paragraph 95 are admitted in part and denied in part as stated. It is admitted that at the beginning of October, 2008, PPG sold the automotive glass and services business to a new company and that PGW was formed on that same day. PGW denies that PPG owns 40% of PGW or that Kolberg owns 60% of PGW. PGW denies that PGW is "a jointly owned successor entity" to the PPG automotive glass business.

96. Following the formation of PGW, the general operations of the business remained the same. The former PPG employees essentially worked for the same supervisors, managers and other leadership personnel.

ANSWER: PGW admits that immediately following the formation of PGW, its employees, in general, continued to work for the same supervisors and managers. PGW denies the remaining allegations of paragraph 96.

97. However, there were certain notable changes. Even as rumors that PGW intended to conduct a RIF or multiple RIFs arose, PGW began populating the production facilities with younger, less experienced workers, who were provided with minimal training. The more seasoned employees found themselves being marginalized.

ANSWER: The allegations of paragraph 97 of the Complaint are denied.

98. In or about early December 2008, PGW held a mandatory meeting for all employees at which they described its intent to engage in a so-called "forced ranking" process.

ANSWER: Denied.

99. At that time, PGW management (which was comprised of the same individuals as the management team in place when the automotive glass division was still exclusively part of PPG) indicated that the forced rating and ranking process was being implemented in order to make decisions about employee raises and promotions.

ANSWER: Denied.

100. It was unclear to most employees how the rating and ranking could be effectuated, given that employee evaluations had not been performed by PPG since 2006 and were not resumed by PGW after its formation. PGW did little to offer much of an explanation of the mechanics of the ranking process beyond advising employees that their respective supervisors would gather together in a single meeting and attempt to simply rate and rank all the employees against each other.

ANSWER: PGW states that paragraph 100 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead including compound and unrelated allegations that fail to provide a plausible basi(m)8.

ANSWER: PGW states that paragraph 101 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead including compound and unrelated allegations a plausible basis for relief. Subject to and notwithstanding the above, PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 101 of the Complaint regarding any "salary freeze" allegedly in place before the formation of PGW and, therefore, those allegations are denied. PGW also lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 101 regarding what "was welcome news to many employees" or what "some employees . . . silently questioned" and, therefore, denies the same. PGW denies the remaining allegations of paragraph 101.

102. In late December 2008, Plaintiffs' suspicions that the forced ranking might actually be used for a more nefarious purpose were sadly confirmed when PGW unexpectedly conducted a RIF among employees at several facilities.

ANSWER: PGW states that paragraph 102 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations of "suspicions," "nefarious purposes" and "unexpected conduct" that do not present a plausible basis for relief. Subject to and notwithstanding the above, it is admitted only that PGW conducted a reduction in force in December 2008 involving employees at several facilities. The remaining allegations of paragraph 102 of the Complaint are denied.

103. Then, over a two-day period in March 2009, PGW conducted another RIF, affecting more than 100 employees working in a number of different facilities, including each of the Representative Plaintiffs.

ANSWER: The allegations of paragraph 103 are admitted in part and denied in part. It is admitted that PGW effected a lawful reduction in force in March 2009 for the purpose of

preserving the financial health and the employment of a Pittsburgh-based business and that the reduction affected approximately 100 employees in a number of different facilities and that the Named Plaintiffs were terminated at that time. It is denied that Plaintiffs are representative of a class.

Mr. Csukas' Termination by PGW

104. Of the Representative Plaintiffs, Mr. Csukas was the first to be terminated.

ANSWER: The allegations of paragraph 104 of the Complaint are admitted in part and denied in part. It is admitted that Mr. Csukas was terminated on March 30, 2009 as opposed to March 31, 2009. It is denied that Mr. Csukas or any of the other Plaintiffs is a proper representative of a class.

105. On March 30, 2009, Mr. Csukas was summoned to an office at the Evansville, Indiana facility where he was met by PGW supervisor (and former PPG supervisor), Dave King. Immediately upon Mr. Csukas' entry into the office, King unceremoniously tried to hand Mr. Csukas an envelope with his name on it.

ANSWER: PGW states that paragraph 106 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations of "summon[ing]" to any office and "unceremonious" attempts to hand over an envelope that do nothing to establish a plausible basis for relief. Subject to and notwithstanding the above, the allegations of paragraph 105 of the Complaint are admitted in part and denied in part as stated. It is admitted that Mr. King met with Mr. Csukas in an office at the Evansville, Indiana, facility and handed him paperwork in connection with the termination of his employment. The characterizations in paragraph 105 are denied.

106. Mr. Csukas was initially reluctant to take the envelope, when no explanation as to its contents had been offered by King, although Mr. Csukas suspected in that moment that he was being terminated.

ANSWER: PGW states that paragraph 106 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead presenting hyperbolic characterizations that do nothing to establish a plausible basis for relief. Subject to and notwithstanding the above, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 106 of the Complaint and, therefore, those allegations are denied.

107. After he had succeeded in getting Mr. Csukas to physically take possession of the documents, King told him that his job had been "eliminated."

ANSWER: PGW states that paragraph 107 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead presenting hyperbolic characterizations that do nothing to establish a plausible basis for relief. Subject to and notwithstanding the above, PGW admits only that Mr. King informed Mr. Csukas that he had been terminated. PGW denies the remaining characterizations contained in paragraph 107.

108. When Mr. Csukas challenged that explanation, stating that he thought it "impossible" that his job would be eliminated given that his function had become even more critical in the face of the downturn in the economy, King responded only that Mr. Csukas' job had been eliminated and that his termination was "not based on performance."

ANSWER: PGW states that paragraph 108 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead presenting hyperbolic characterizations that do nothing to establish a plausible basis for relief. Subject to and notwithstanding the above, the allegations in paragraph 108 are admitted in part and denied in part as stated. It is admitted that as the result of

an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Csukas was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Csukas was offered a severance payment and he accepted that payment. Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations about what Mr. Csukas thought and, therefore, those allegations are denied and PGW denies all remaining allegations.

109. Among the papers that were provided to Mr. Csukas in this termination session with King was a severance agreement, which Mr. Csukas was expected to sign in order to get his full severance. The agreement also came with a document entitled "Information Regarding Employment Termination Program," which stated that it was attaching a list of the job titles and ages of all those who were terminated in the RIF, and a similar list for all those who were retained. What Mr. Csukas did not immediately realize was that the lists of employees provided to him were missing every other page.

ANSWER: PGW states that paragraph 109 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead presenting hyperbolic characterizations that do nothing to establish a plausible basis for relief. Subject to and notwithstanding, the allegations of paragraph 109 of the Complaint are admitted in part and denied in part. It is admitted that Mr. King presented Mr. Csukas with a severance agreement that he was expected to sign before being paid his full severance amount, and it is admitted that Mr. Csukas also was given a copy of a document that included job titles and ages for all of those subject to the reduction in force and all of those who were not subject to the reduction in force. Defendant PGW lacks knowledge or

information sufficient to form a belief about the truth of the allegation about what Mr. Csukas did not realize and, therefore, that allegation is denied. All remaining allegations in paragraph 109 are denied.

110. After more than 35 years with the organization, that comprised the sum total of the information provided to Mr. Csukas when he was terminated by PGW.

ANSWER: The allegations in paragraph 110 of the Complaint are denied.

Mr. Thompson's Termination by PGW

111. On March 31, 2009, Mr. Thompson was called into a meeting with the Creighton Plant Manager, Craig Barnett, and the Human Resources Manager, Myrtle Smith (both of whom had occupied those positions at PPG before the formation of PGW). At this meeting, Mr. Thompson was told that he was being terminated because the "new" position into which he had been involuntarily transferred had been eliminated.

ANSWER: PGW states that paragraph 111 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead presenting hyperbolic characterizations that do nothing to establish a plausible basis for relief. Subject to and notwithstanding, the allegations of paragraph 111 of the Complaint are admitted in part and denied in part. For the same reasons discussed in paragraph 24 of this Answer, Defendant PGW lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 111 of the Complaint regarding any individual's employment with PPG and, therefore, those allegations are denied. PGW admits that Mr. Thompson was terminated on March 31, 2009 and that Mr. Barnett and Ms. Smith were present at that meeting. PGW denies the remaining allegations contained in paragraph 111 of the Complaint.

112. When Mr. Thompson inquired whether he was being let go because of something he did—or something he failed to do—the PGW representatives assured him that the decision had nothing to do with job performance and simply repeated that his position had been eliminated.

ANSWER: PGW states that paragraph 112 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations that do nothing to present a plausible basis for relief. Thus, PGW denies these allegations. Moreover, to the extent the allegations of paragraph 112 allege any particular reason for Mr. Thompson's termination, those allegations are also denied. PGW admits that as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could. As a result, PGW was unfortunately forced to undertake a reduction in force and Mr. Thompson was included in the group of individuals whose employment with PGW was terminated. At the time of his termination Mr. Thompson was offered a severance payment and he accepted that payment.

113. Mr. Thompson specifically asked why it was he had been selected to be terminated from a position that PGW had forced him to take, while the person then occupying the position from which he had been displaced just months before was retained. Mr. Thompson received no answer to this question.

ANSWER: PGW states that paragraph 113 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations that do nothing to provide a plausible basis for relief. Thus, PGW denies these allegations. Moreover, to the extent the allegations of paragraph 113 allege any particular reason for Mr. Thompson's termination, those allegations are also denied.

114. Instead, Barnette and Smith presented Mr. Thompson with a document entitled Separation Agreement and Release which stated that he would receive a lump sum severance payment of $76,962.09 if he signed the Agreement and release any and all claims against PGW. Sixteen days later, Smith called Mr. Thompson and informed him that PGW had made a calculation error and that his lump sum payment would be reduced by $22,000, but that it would still require him to sign the agreement and waive his claims.

ANSWER: Defendant PGW admits that Mr. Thompson was provided a document entitled Separation Agreement and Release. The Separation Agreement and Release is the best evidence of what the document states and, to the extent, the statements contained in paragraph 114 of the Complaint inaccurately reflect the text of that document, PGW denies the allegations of paragraph 114. PGW further admits that Mr. Thompson was initially informed that the severance payment he would receive was $76,962.09 and that Mr. Thompson was later informed that his severance payment had been calculated incorrectly and that he would receive $54,203.54. PGW denies that any "lump-sum" payment was to be made. PGW denies the remaining allegations of paragraph 114.

115. Notably, Mr. Thompson was not provided with any of the "Information Regarding Employment Termination Program," including the accompanying lists, which was given to Mr. Csukas, despite the fact that PGW was engaging in a full-scale RIF across its organization and had, in fact, terminated three other employees at the Creighton facility (including two in their fifties) on the same day that Mr. Thompson was terminated.

ANSWER: The allegations of paragraph 115 of the Complaint are denied.

PGW's Termination of Messrs. Karlo, McLure, Cunningham, Marietti and Meixelsberger

116. On the same day that Mr. Thompson was terminated, and the day after Mr. Csukas was terminated, the other Representative Plaintiffs were also terminated by PGW.

ANSWER: PGW states that paragraph 116 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations that do nothing to present a plausible basis for relief. Subject to and notwithstanding the above, PGW admits that

Messrs. Karlo, McLure, Cunningham, Marietti and Meixelsberger's employment relationship with PGW was terminated on March 31, 2009. It is denied that any of these Plaintiffs are representative of a class.

117. Because many of its employees travel to other facilities and/or customer plants as part of their job duties, PGW took steps to insure that all those to be affected by the RIF would be on-site for their termination sessions. On March 26, 2009, Jim Schwartz sent out an email on behalf of Gary Cannon (the Director of Manufacturing) to all of the auto-glass associates commanding them to be present at the facility on Tuesday, March 31 and Wednesday, April 1, 2009 for mandatory "organizational meetings."

ANSWER:Tj/TT2 1Tf3 0TD 0 Tc 0 Tw 0 Tz 0 TL 0 Tr 0 Ts 0 TG W* tetes hat aartagap 1ol

119. However, because PPG - and thereafter PGW - historically conducted its termination sessions in the morning, by the afternoon, Messrs. Karlo, McLure, Cunningham, Marietti and Meixelsberger began to believe that they had been spared in the latest round of RIFs at PGW.

ANSWER: PGW states that paragraph 119 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing hyperbolic characterizations and irrelevant allegations about the Named Plaintiffs' beliefs that do nothing to present a plausible basis for relief. As a result, PGW denies these allegations. Subject to and notwithstanding the above, PGW further states that it lacks knowledge or information as to the truth of the allegations of paragraph 119 of the Complaint and, therefore, those allegations are denied.

120. At approximately 3:00 on the afternoon of March 31, 2009, these five Representative Plaintiffs were summoned to a meeting with Gary Cannon and each of their respective upper-level Supervisors (Phil Sturman, Julie Bernas and Jim Schwartz). None of their immediate supervisors were present, nor was anyone there from Human Resources.

ANSWER: The allegations of paragraph 120 of the Complaint are admitted in part and denied in part. Only to the extent that "these five" refers to the individuals identified in paragraph 119, PGW admits that they attended a meeting with the named management representatives on the stated date at approximately the stated time. It is denied that any of these Plaintiffs is representative of a class. Moreover, it is denied that "none of their immediate supervisors were present."

121. Cannon immediately explained that there had been a delay due to last minute ministerial problems and that the "lawyers were working on the paperwork," but that the five of them were in fact losing their jobs.

ANSWER: PGW states that paragraph 121 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument that does nothing to present a plausible

basis for relief. Subject to and notwithstanding the foregoing, the allegations of paragraph 121 of the Complaint are admitted in part and denied in part. The characterization of what Mr. Cannon allegedly said is denied. Only to the extent that "the five of them" refers to the individuals identified in paragraph 119, is it admitted that they were informed that they were subject to the reduction in force and that they would be losing their jobs.

122. Thereafter, Cannon simply read from a script and informed the Representative Plaintiffs present in the meeting that they were being eliminated. At no time did Cannon offer any explanation for how or why they were selected for termination.

ANSWER: PGW states that paragraph 122 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument that does nothing to present a plausible basis for relief. Subject to and notwithstanding the foregoing, allegations of paragraph 122 of the Complaint are admitted in part and denied in part. PGW denies that Mr. Cannon "simply read from a script." PGW further denies that any of these Plaintiffs is representative of a class. PGW admits that the Named Plaintiffs were informed that their employment was being terminated. To the extent they seek to characterize what was said at the meeting, PGW denies the remaining allegations of paragraph 122.

123. Instead, each of these Plaintiffs was handed a package of documents—only after Cannon excused himself several times from the session to try to collect all the proper paperwork from the printer - including, among other things, a Separation Agreement and Release, as well as a document entitled "Information Regarding Employment Termination Program" which stated that it was attaching a list of the job titles and ages of all those who were terminated in the RIF, and a similar list for all those who were retained.

ANSWER: The allegations of paragraph 123 of the Complaint are admitted in part and denied in part as stated. PGW admits that Messrs. Karlo, Cunningham, McLure, Meixelberger and Marietti were given documents, including a Separation Agreement and Release and

Information Regarding Employment Agreement and Release. All remaining allegations of paragraph 123 are denied as stated.

124. Each of the Representative Plaintiffs found it, not only degrading, but also stressful and confusing to have to sit in a room with their other terminated coworkers while they waited for PGW representatives to try to gather all the termination papers with which they were supposed to be provided. Moreover, there was no human resources representative present to answer questions about the documents and what they were intended to convey.

ANSWER: PGW states that paragraph 124 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Therefore, these allegations are denied. Subject to and notwithstanding the foregoing, the allegations of paragraph 124 are admitted in part and denied in part. It is admitted that no human resources representative was present in this particular meeting. Defendant PGW lacks knowledge or information as to the truth of the remaining allegations of paragraph 124 of the Complaint and, therefore, those allegations are denied.

125. With nearly 130 years of combined experience and dedicated service to PPG and/or PGW, Messrs. Karlo, McLure, Cunningham, Marietti and Meixelsberger were summarily dismissed, without any explanation, among a flurry of shuffling papers that might have been almost humorous were it not for the tragic circumstances of their lost careers.

ANSWER: PGW states that paragraph 125 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to provide a plausible basis for relief. Subject to and notwithstanding the above, PGW denies the allegation of paragraph 125.

PGW's RIF Was Conducted in a Manner Giving Rise to an Inference of Age Discrimination

126. PGW uniformly concealed from the Representative Plaintiffs - and presumably all other employees terminated in the RIFs it has conducted - the basis by which they were selected for termination

ANSWER: PGW states that paragraph 126 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Subject to and notwithstanding the above, PGW denies the allegations of paragraph 126.

127. At no time has PGW articulated for its current or former employees (including the Representative Plaintiffs) the selection criteria utilized in conducting the RIF. Even as it attempted to extract waivers of ADEA claims, PGW failed to apprise its terminated employees of the factors relied upon in selecting them for termination, in direct contravention of the OWBPA and its supporting regulations. (In fact, given that PGW has not been forthcoming about these factors or criteria, the Representative Plaintiffs specifically reserve the right to amend their claims to address any further unlawfulness that might be revealed when the selection process is revealed more fully through the discovery process.)

ANSWER: PGW states that paragraph 127 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Subject to and notwithstanding the above, PGW denies the allegation of paragraph 127. PGW further denies that any of these Plaintiffs is representative of a class.

128. To date, the Representative Plaintiffs are at a loss to understand how and why they were selected, particularly given the fact that there had been almost no formal review process at PPG for nearly two years prior to the formation of PGW, and no such process at all after PGW became their employer.

ANSWER: PGW states that paragraph 128 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to

present a plausible basis for relief. Subject to and notwithstanding the above, the allegations of paragraph 123 of the Complaint are admitted in part and denied in part as stated. Defendant PGW admits that it did not institute a formal review process in late 2008. PGW lacks knowledge or information as to the truth of the remaining allegations of paragraph 128 of the Complaint and, therefore, those allegations are denied.

129. This absence of data regarding employee performance, which, if the selection process is to be considered legitimate at all, must have been present, would alone raise the inference that improper considerations, such as age, may have been at work.

ANSWER: The allegations of paragraph 129 of the Complaint are denied.

130. Moreover, despite the general discontinuation of employee evaluations as a "non-essential" function or process, there were at least a handful of preferred PPG/PGW employees who were specifically instructed to complete the P&LP process by their supervisor, Jim Willey. Willey revealed this information to another PGW employee, John Bender, but immediately attempted to retreat from his comment, indicating that he had "said too much."

ANSWER: PGW states that paragraph 127 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Moreover, the allegations of paragraph 130 are completely irrelevant to any of the claims in this matter and are inappropriate for this pleading. Subject to and notwithstanding the above, PGW denies the allegations of paragraph 127.

131. Similarly, the "transfer freeze" that was purportedly imposed on all employees of the automotive glass division during the time leading up to the sale was not uniformly applied. A number of younger employees were spared the RIF because they were permitted to pursue other opportunities at PPG, while the chance to transfer was specifically denied to the older, Representative Plaintiffs - and perhaps others who were also ultimately terminated in the RIFs conducted by PGW.

ANSWER: Defendant PGW denies that "the chance to transfer was specifically denied to the older" Named Plaintiffs or that the Named Plaintiffs are representative of any class.

Moreover, PGW lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of paragraph 131 regarding PPG's conduct and, therefore, those allegations are denied.

132. Specifically, the Representative Plaintiffs are aware, at a minimum that Debby Almasy, Dennis O'Shaughnessy, Gary Donowski, Dave Claasen, Bob Evans, Harry Nasaab, and Steve Harman were spared because they were not subject to the transfer freeze.

ANSWER: The allegations of paragraph 132 of the Complaint are denied.

133. By contrast, a number of the Representative Plaintiffs were repeatedly told that they would not be permitted to seek alternative employment elsewhere in PPG. In fact, when Mr. Csukas expressly pointed out this inconsistency to his superior, Dave King, King responded that "there is a fence around the automotive business with a few holes in it." To which Mr. Csukas replied that he could only presume that he was "too old to get through one of those holes."

ANSWER: The allegations of paragraph 133 of the Complaint are denied.

134. In addition to concealing the method by which employees were selected for termination or retention, PGW also provided the unsupported and fabricated explanation to many of the Representative Plaintiffs that their jobs had been "eliminated." In most instances, this proffered explanation - the only one given by PGW - is demonstrably false.

ANSWER: The allegations of paragraph 134 of the Complaint are denied.

135. For example, with respect to the position last held by Mr. Csukas - Manager of Value Focus for Enterprise Excellence & Quality - PGW claimed that the job had been eliminated. In reality, PGW moved a younger employee, Mark Soderberg into the position, which it had renamed "Manager of Enterprise Excellence" in an attempt to conceal the falsity of its statements to Mr. Csukas at his termination session. However, the job duties for the two positions are identical

ANSWER: The allegations of paragraph 135 of the Complaint are denied.

136. A similar bait-and-switch occurred with respect to the work that had previously been performed by Mr. Thompson. After his termination, Mr. Thompson learned that the day he was let go Ed Watson, the man who had replaced him as Final Supervisor (before Mr. Thompson was moved into the storeroom position that had purportedly been "eliminated" when it was held by Ms. Ligda) had also been terminated. Instead of moving Mr. Thompson back to his prior position, PGW replaced Mr. Watson with another employee, Chuck Weleski, who had been transferred from his position as CVS Supervisor. Weleski's prior position of CVS Supervisor was filled by Bob Pinchock, who was simultaneously given responsibilities for the storeroom

functions that were previously being managed by Ms. Ligda and then Mr. Thompson. Upon information and belief, Mr. Pinchock, similar to Ms. Ligda and Mr. Thompson before him, has since been terminated. That position is now filled by Bill Sickenberger. Thus, the revolving door from the storeroom to unemployment continues to turn at PGW.

ANSWER: PGW states that paragraph 136 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Subject to and notwithstanding the above, PGW admits that Bill Sickenberger is employed with PGW and has the title of CVS Supervisor Storeroom. PGW further admits that Chuck Weleski is employed with PGW and has the title of Production Supervisor Line 1. PGW states that Ed Watson is working with PGW as a contractor and that Bob Pincock is currently employed with PGW. The remaining allegations of paragraph 136 of the Complaint are denied.

137. Likewise, the critical job functions being performed by Mr. Karlo with respect to managing the mold shop bending rolls are still being performed. In fact, after terminating Mr. Karlo, while retaining younger employees to whom PGW hoped to transition his work, PGW came to realize that it had lost a valuable and experienced employee. Thereafter, PGW re-hired Mr. Karlo as a contract employee through an agency in order to avail itself of the knowledge and experience it had been so quick to toss away. However, when Mr. Karlo refused to withdraw his charge of discrimination against PGW, the defendant summarily dismissed him again after the EEOC closed its investigation and notified Mr. Karlo of his right to proceed with his claims before this Court.

ANSWER: PGW states that paragraph 137 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Subject to and notwithstanding the above, the allegations of paragraph 137 are admitted in part and denied in part. PGW admits that Mr. Karlo was employed by a company named Belcan and, on behalf of that company, did work on a contract

basis after the termination of his employment with PGW. The remaining allegations of paragraph 137 are denied.

138. Similarly, Mr. McLure was later retained as a contract employee after PGW discovered that it could not make do with the younger employees it elected to retain in the RIF. Like Mr. Karlo, Mr. McLure was again terminated by PGW after the EEOC close its investigation and notified him of his right to sue.

ANSWER: PGW states that paragraph 138 violates Rule 8 of the Federal Rules of Civil Procedure and the caselaw applying that rule by failing to provide a short and concise statement of a claim and instead providing pure argument and hyperbole that does nothing to present a plausible basis for relief. Subject to and notwithstanding the above, the allegations of paragraph 138 are admitted in part and denied in part. PGW admits that Mr. McLure did contract work for PGW through an agency after the termination of his employment with PGW. The remaining allegations of paragraph 138 are denied.

139. Mr. Meixelsberger was also called back to PGW service when the employees retained in his stead were unable to perform his job functions satisfactorily. Fortunately, Mr. Meixelsberger was able to retain alternative employment, so PGW was not given the opportunity to retaliate against him further for his participation in this lawsuit.

ANSWER: PGW admits that Mr. Meixelsberger had been considered as a possible contractor for some work to be performed for PGW. The remaining allegations of paragraph 139 of the Complaint are denied.

140. PGW's own documents support a conclusion that an unlawful age bias is at play in its RIF decisions. The decisional unit information, complete versions of which were not provided to any of the Representative Plaintiffs with their respective Separation Agreement and Release documents, reveal that the RIF had a more deleterious impact on the older members of the PGW workforce, affecting them in far greater numbers than would be likely to occur in the absence of some unlawful bias.

ANSWER: PGW denies the allegations of paragraph 140 of the Complaint. PGW further denies that these Plaintiffs are representative of a class.

PGW's Invalid and Unenforceable Waiver Agreements

141. The Representative Plaintiffs anticipate that PGW will attempt to shield its unlawful conduct from this Court's scrutiny by arguing that the Plaintiffs have waived their ADEA claims by signing Separation Agreements.

ANSWER: PGW admits only that Plaintiffs have waived their ADEA claims by signing valid Separation Agreements. PGW denies all remaining allegations of paragraph 141 of the Complaint.

142. PGW has already invoked these agreements, which do not contain valid or enforceable ADEA waivers, to dissuade the EEOC investigation from conducting a thorough or complete investigation, in direct contravention of the OWBPA, 29 U.S.C. § 626(f)(4).

ANSWER: PGW admits that it has referred to the named plantiffs' separation agreements in proceedings before the EEOC. PGW denies the remaining allegations of paragraph 142 of the Complaint.

143. As the Representative Plaintiffs have already explained to the EEOC, the Separation Agreements fail to comply with the OWBPA in a number of respects. See Plaintiffs' May 27, 2010, Letter to EEOC, attached as Exhibit C, which is incorporated by reference as though fully set forth herein.

ANSWER: PGW denies allegations of paragraph 143 of the Complaint.

144. Principally, the Separation Agreements failed to provide the Representative Plaintiffs with complete decisional unit information for the group termination program conducted in the RIF, as required by 29 U.S.C. § 626(f)(l)(H). Mr. Thompson was not provided any such information, despite the fact that he was terminated at the same time as more than 100 other PGW employees, including the Representative Plaintiffs. The other Representative Plaintiffs were given only half of the requisite information, as the decisional unit information that PGW purported to provide to them was missing every other page. Thus, the waivers in the Separation Agreements are wholly invalid and entirely unenforceable as to the Plaintiffs' ADEA claims.

ANSWER: The allegations of paragraph 144 of the Complaint are denied.

145. The Representative Plaintiffs bring this action as a collective action under the ADEA pursuant to section 216(b) of the Fair Labor Standards Act, 29 U.S.C. § 216(b) ("FLSA").

ANSWER: PGW admits only that Plaintiffs purport to bring this action as a collective action under the ADEA pursuant to section 216(b). PGW, however, denies that this action may be brought as a collective action and denies that these Plaintiffs are representative of a class. All remaining allegations of paragraph 145 are denied.

146. The Representative Plaintiffs have instituted claims for disparate treatment and disparate impact pursuant to ADEA arising out of the previously described systemic practices engaged in by PGW to discriminate against its older work force in conducting RIFs.

ANSWER: The allegations of paragraph 146 of the Complaint are admitted in part and denied in part. PGW admits only that Plaintiffs purport to assert claims for disparate treatment and disparate impact pursuant to the ADEA. All remaining allegations of paragraph 146 are denied. It is specifically denied that PGW engaged in "systemic practices" or discrimination. It is also specifically denied that the Named Plaintiffs are representative of any purported class.

147. Pursuant to Section 216(b) of the FLSA, the Representative Plaintiffs bring this ADEA claim on behalf of themselves and all former salaried employees of PGW whose employment with PGW within the United States was terminated by PGW and who were at least 50 years of age at the time of such termination (the "ADEA Class Members").

ANSWER: PGW admits only that Plaintiffs purport to bring this action pursuant to Section 216(b) of the FLSA on behalf of themselves and others. All remaining allegations of paragraph 147 of the Complaint are denied. It is specifically denied that these Plaintiffs are representative of a class, that the "ADEA Class Members" are similarly situated, and/or that this litigation can appropriately be brought as a collective or class action.

148. The Representative Plaintiffs and the ADEA Class Members are similarly situated in that they have been the victims of the challenged policies, practices and procedures through which PGW has violated the ADEA.

ANSWER: The allegations of paragraph 148 of the Complaint are denied.

149. Under Section 216(b), ADEA Class Members must specifically opt-in to this collective action in order to be benefited or bound by the outcome. Thus, this Court need not

make any inquiries beyond whether the Representative Plaintiffs and the ADEA Class Members are similarly situated.

ANSWER: The allegations of paragraph 149 of the Complaint state legal conclusions to which no response is required; however, to the extent that a response is deemed to be necessary, the allegations are denied.

COUNT I

Disparate Treatment Under the
Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*

150. Plaintiffs hereby repeat and incorporate by reference the allegations of Paragraphs 1 through 149 above as if fully set forth herein.

ANSWER: Defendant PGW's answers to paragraphs 1 through 149 of the Complaint are incorporated herein by reference as if fully set forth.

151. Because the Representative Plaintiffs ranged in age from 51 to 58 years-old at the time of their terminations, the Representative Plaintiffs are all members of a class of individuals protected under the ADEA.

ANSWER: PGW admits that the ADEA potentially protects individuals, including those aged 51 to 58-years-old. PGW denies that the Named Plaintiffs are representative of any class of individuals or that they have been the object of any action that invokes the protections of the ADEA.

152. Each of the Representative Plaintiffs was well-qualified for his position with PGW and had a demonstrated and well-established record of success with the company prior to termination.

ANSWER: The allegations of paragraph 152 are admitted in part and denied in part. PGW admits that Plaintiffs were qualified for their respective positions. All remaining allegations of paragraph 152 are denied.

153. Each of the Representative Plaintiffs suffered an adverse employment action when his employment was terminated by PGW, while other, substantially younger employees

were treated more favorably - either because they were retained by PGW, were permitted to transfer to positions at PPG in order to continue in employment, or were hired to replace the older workers terminated in the RIF.

ANSWER: The allegations of paragraph 153 of the Complaint are denied.

154. Thus, each of the Representative Plaintiffs' termination occurred under circumstances giving rise to an inference that PGW terminated them because of their age, in violation of the ADEA, 29 U.S.C. § 621, et seq.

ANSWER: The allegations of paragraph 154 of the Complaint are denied.

155. To date, PPG has not offered any explanation for its decision to terminate the Representative Plaintiffs and other older workers in the March 2009 RIF, other than to state that their positions had been eliminated. However, the job duties being performed by each of the Representative Plaintiffs were critical to the ongoing operations of PGW. Therefore, while their job titles may have been "eliminated," their job functions certainly were not. Thus, this stated explanation for the terminations of the Representative Plaintiffs was merely a pretext designed to disguise PGW's true motive - the elimination of older workers.

ANSWER: The allegations of paragraph 155 of the Complaint are denied.

156. PGW has similarly discriminated against all ADEA Class Members in the terms and conditions of employment, on the basis of their age, in violation of ADEA

ANSWER: The allegations of paragraph 156 of the Complaint are denied. It is further denied that these Plaintiffs are representative of a class, that the "ADEA Class Members" are similarly situated, and/or that this litigation can appropriately be brought as a collective or class action.

157. As a consequence of the unlawful policy, pattern and practice, and unlawful conduct of PGW as described herein, Representative Plaintiffs and ADEA Class Members have suffered damages in the form of lost compensation and seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated damages, and such other relief as the Court may deem appropriate.

ANSWER: PGW denies the allegations of paragraph 157 of the Complaint. PGW further denies that these Plaintiffs are representative of a class, that the "ADEA Class Members"

are similarly situated, and/or that this litigation can appropriately be brought as a class action. PGW further denies that Plaintiffs are entitled to the relief they seek.

WHEREFORE, Defendant PGW denies that Plaintiffs are entitled to any of the relief they seek and respectfully requests that Count I be dismissed with prejudice and that judgment be entered in favor of Defendant Pittsburgh Glass Works with an award of attorneys' fees, expenses, and court costs, and other relief that the Court deems to be just.

COUNT II

Disparate Impact Under the
Age Discrimination in Employment Act, 29 U.S.C.§ 621, *et seq.*

158. Plaintiffs hereby repeat and incorporate by reference the allegations of Paragraphs 1 through 149 above as if fully set forth herein.

ANSWER: Defendant PGW's answers to paragraphs 1 through 157 of the Complaint are incorporated herein by reference as if fully set forth.

159. The Representative Plaintiffs are members of a protected class under the ADEA.

ANSWER: PGW admits that the ADEA potentially provides protection to individuals including those aged 51 to 58. PGW denies that the Named Plaintiffs are representative of any class of individuals or that they have been the object of any action that invokes the protections of the ADEA.

160. Each of the Representative Plaintiffs suffered an adverse employment action when his employment was terminated by PGW in a RIF, while younger employees were treated more favorably.

ANSWER: PGW denies the allegations of paragraph 160 of the Complaint.

161. Upon information and belief, in identifying the Representative Plaintiffs and other PGW employees for termination in the RIF, PGW utilized selection criteria that appear neutral on their face, but which, based on the outcome of the selection process, clearly had an adverse impact on older workers.

ANSWER: PGW denies the allegations of paragraph 161 of the Complaint.

162. Moreover, PGW utilized subjective and standard-less evaluation practices in a secretive and inherently unfair, unreliable and invalid RIF ranking process which were applied unchecked by any established ADEA compliance policies or training programs, and failed to properly credit the employees' historical performance and length of tenure with the company.

ANSWER: PGW denies the allegations of paragraph 162 of the Complaint.

163. The group termination information which should have been provided to each of the Representative Plaintiffs at the time of his termination - but which, as discussed above, was incomplete, thereby invalidating any waiver - will demonstrate that the selection process had a demonstrably significant impact upon older workers during the RIF.

ANSWER: PGW denies the allegations of paragraph 163 of the Complaint.

164. Plaintiffs plead that their terminations were the direct result of the application of one or more facially neutral policies that had a disparate impact on older workers.

ANSWER: The allegations of paragraph 164 of the Complaint are admitted in part and denied in part. It is admitted that Plaintiffs purport to plead these allegations, but it is denied that the allegations have any basis in fact or law and, therefore, the allegations of paragraph 164 are denied.

165. As a consequence of PGW's unlawful and secretive use of policies or selection criteria that have a disproportionate effect on older workers, the Representative Plaintiffs - and other ADEA Class Members—have suffered damages in the form of lost compensation and, therefore, seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated damages, and such other relief as the Court may deem appropriate.

ANSWER: PGW denies the allegations of paragraph 165 of the Complaint. PGW further denies that these Plaintiffs are representative of a class, that Plaintiffs are similarly situated to purported members of a class, and/or that this litigation can appropriately be brought as a collective or class action. PGW further denies that Plaintiffs are entitled to the relief they seek.

WHEREFORE, Defendant PGW denies that Plaintiffs are entitled to any of the relief they seek and respectfully requests that Count II be dismissed with prejudice and that judgment be entered in favor of Defendant Pittsburgh Glass Works with an award of attorneys' fees, expenses, and court costs, and other relief that the Court deems to be just.

COUNT III

(Plaintiffs Karlo and McLure v. PGW)
Retaliation Under the
Age Discrimination in Employment Act, 29 U.S.C. § 623(d)

166. Plaintiffs hereby repeat and incorporate by reference the allegations of Paragraphs 1 through 165 above as if fully set forth herein.

ANSWER: Defendant PGW's answers to paragraphs 1 through 165 of the Complaint are incorporated herein by reference as if fully set forth.

167. As described above, in January 2010, the Representative Plaintiffs filed charges of discrimination with the EEOC, complaining of and opposing employment practices at PGW as violations of the ADEA. As such, they were engaging in activity that is protected under the ADEA.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

168. While those charges were pending, Plaintiffs Karlo and McLure were then working for PGW, albeit as employees of a subcontractor, rather than for PGW directly.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

169. PGW was well aware during this time that Messrs. Karlo and McLure, along with the other five Representative Plaintiffs, had initiated an EEOC investigation into their charges of discrimination.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

170. Apparently emboldened by the EEOC's decision to dismiss those charges without further investigation, based on PGW's assertion of its invalid release agreements as an obstacle to any resolution of the claims, shortly after the EEOC Notices of Dismissal and Rights, attached as Exhibit B, were issued, PGW caused Plaintiffs Karlo and McLure to be terminated from their contract positions.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

171. Specifically, Plaintiff Karlo was told, prior to his termination, that he would be considered for a full-time position directly with PGW if he would "make the whole thing go away."

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

172. The timing of these second terminations by PGW, coming as they do on the heels of the EEOC's decision not to pursue the matter further, but before the filing of this Complaint, supports not only a finding of a direct nexus between these Plaintiffs' protected activity and the adverse employment action, but also the conclusion that PGW hoped to discourage the Representative Plaintiffs from filing this lawsuit.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

173. PGW has discriminated against Plaintiffs Karlo and McLure because they have opposed PGW's unlawful and discriminatory conduct, because they filed charges with the EEOC, and because PGW anticipated that they would further pursue their claims by filing this Complaint.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

174. As a consequence of PGW' s unlawful retaliation against Plaintiffs Karlo and McLure for the exercise of their rights under the ADEA, Plaintiffs Karlo and McClure have suffered damages in the form of lost compensation and, therefore, seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated damages, emotional distress, punitive damages, and such other relief as the Court may deem appropriate.

ANSWER: Count III of Plaintiff's Complaint is the subject of a motion to dismiss that is being filed herewith. As a result, no answer to the allegations contained in this paragraph is required at this time. In the event that Count III is not dismissed, PGW will provide an answer to these allegations as necessary.

WHEREFORE, Defendant PGW denies that Plaintiffs are entitled to any of the relief they seek and respectfully requests that the relief sought by Plaintiffs in its Prayer for Relief, including subparagraphs (a.) through (k.) be denied. Defendant PGW respectfully requests that Plaintiffs' Collective Action Complaint be dismissed with prejudice and that judgment be

entered in favor of Defendant Pittsburgh Glass Works with an award of attorneys' fees, expenses, and court costs, and other relief that the Court deems to be just.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The claims of Plaintiffs and others purported to be similarly situated ("Purported Class Members") are barred in whole or in part by the doctrines of waiver and/or release, at least in part, because each of Plaintiffs and Purported Class Members signed agreements that released PGW from any claims of the sort brought here, affirmatively agreed not to bring any lawsuit against PGW stating the claims contained in Plaintiffs' Complaint, and received severance payments and benefits packages in exhange for those relseases and promises.

SECOND DEFENSE

The claims of the Plaintiffs and Purported Class Members are barred in whole or in part by the doctrines of equitable estoppel and/or laches because the Plaintiffs and Purported Class Members have released their rights to bring the suit alleged in Plaintiffs' Complaint, failed to revoke their release agreements and agrteements not to sue, and accepted severance payments and benefits before bringing any claims.

THIRD DEFENSE

The claims of the Plaintiffs and Purported Class Members are barred in whole or in part by the doctrine of ratification.

FOURTH DEFENSE

The claims of Plaintiffs and Purported Class Members are barred in whole or in part because PGW's actions were based on reasonable factors other than the age of any Plaintiffs or Purported Class Members.

FIFTH DEFENSE

The claims of the Plaintiffs and Purported Class Members are barred in whole or in part by failure to fulfill and exhaust applicable jurisdictional and administrative prerequisites.

SIXTH DEFENSE

The claims of any Purported Class Members are barred in while or in part by the applicable statute(s) of limitations.

SEVENTH DEFENSE

The claims of Plaintiffs and Purported Class Members are barred in whole or in part by failure to mitigate damages.

EIGHTH DEFENSE

The claims of the Plaintiffs and Purported Class Members are barred in whole or in part by failure to meet the requirements to maintain a collective action pursuant to 29 U.S.C. § 216.

NINTH DEFENSE

The claims of the Plaintiffs and Purported Class Members are barred in whole or in part because they lack standing or are otherwise not entitled to bring, maintain or participate in a collective action.

TENTH DEFENSE

PGW's actions were taken in good faith with reasonable grounds to believe such conduct comported with the ADEA.

ELEVENTH DEFENSE

PGW would be entitled to restitution, setoff, and/or recoupment of any damages awarded to Plaintiffs and Purported Class Members.

COUNTERCLAIM

PGW asserts as its counterclaim against each of the Named Plaintiffs as follows:

1. The Court has supplemental jurisdiction over this counterclaim under 28 U.S.C. § 1367(a).

2. Venue is proper for this counterclaim because it is ancillary to the claims brought by Plaintiffs.

3. Plaintiffs Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas were each employees at PGW.

4. In late-March 2009, as the result of an unprecedented downturn in the world economy and based on the prospect that the "Big Three" U.S. car manufacturers (some of PGW's largest customers) were in serious danger of going into bankruptcy or completely ceasing to do business, PGW was forced to take decisive action to maintain the financial viability of the company and preserve as many jobs as it could.

5. As part of that action, PGW was unfortunately forced to undertake a reduction in force and Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas were included in the group of individuals whose employment with PGW was terminated.

6. At the time of their terminations each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas was offered a severance payment pursuant to a "Separation Agreement and Release."

7. Soon after their terminations, each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas knowingly and voluntarily executed valid and enforceable "Separation Agreement[s] and Release[s]" that provided that each of them would

receive severance benefits and payments to which they otherwise were not entitled in exchange for releases of any claims against PGW.

8. After executing those Release Agreements, none of the Named Plaintiffs ever revoked their acceptance of the terms of those agreements.

9. The Release Agreements state, in part at paragraph 6:

> By signing this Agreement, and in exchange for the severance benefits described in paragraph 5 above, Employee, on behalf of him/herself, his/her family members (heirs), and anyone else who would have the right to sue on his/her behalf or in his/her place ("successors and assigns"),
>
> a. forever waives (gives up) and releases the Company from all complaints, causes of action and claims against the Company that have arisen or could have arisen as of the date Employee signs this Agreement and specifically terminates any and all obligations of the Company under any employee or employment agreement. This waivers and release includes, but is not limited to, any claim at common law, any claim under . . . the Age Discrimination in Employment Act of 1967, any other claim under any federal, state or local statute, rule, regulation, ordinance or law, and any claim for wrongful (illegal) termination. This waiver and release covers such claims regardless of whether the Employee was ever aware of their existence or has ever asserted or raised them.

10. Thus, each of the Named Plaintiffs released the claims they now assert in this civil action on their own behalf and purportedly on behalf of Purported Class Members.

11. The Release Agreements also contain material representations of fact, including but not limited to the fact that each of the Plaintiffs had "read and understands [the] Agreement, and voluntarily signs it of Employee's own free will without coercion or duress."

12. PGW justifiably relied on these promises, releases, and material representations of fact in providing substantial severance payments and other benefits to Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas in exchange for their execution, without revocation, of the Release Agreements.

13. In the "Separation Agreements," each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas was informed of the "Severance Plan" being offered to them.

14. Specifically, the Release Agreements state that "[i]n exchange for benefits available under the Pittsburgh Glass Works Salaried Severance Plan ("Severance Plan"), Employee intends both to release the Company from liability to the fullest extent the law permits and to fulfill his/her other promises in this Agreement."

15. Under the Severance Plan, upon the termination of their employment, Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas were eligible to receive specified severance payments, paid in monthly payments, in exchange for their execution (without revocation) of the Release Agreements.

16. Employees that were to be terminated were informed that, in the event they did not sign the Release Agreement, they would not receive any severance payments or non-cash benefits.

17. Each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas executed their Release Agreement and were paid the following severance amounts:

Karlo	$52,549.00
McLure	$44,591.00
Cunningham	$19,218.00
Marietti	$25,505.00
Meixelsberger	$37,940.00
Thompson	$54,203.54

Csukas $90,948.00

COUNT I

Breach of Contract

18. PGW repeats, realleges and incorporates all allegations contained in paragraphs 1 through 15 of this Counterclaim as if fully restated.

19. The Release Agreements, including the promises not to sue they contain, are binding, valid and enforceable contracts.

20. PGW performed its obligations, pursuant to the Release Agreements, by making all required payments and providing the benefits it agreed to provide to the Named Plaintiffs.

21. By filing their Collective Action Complaint and pursuing this civil action, Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas have breached their contractual obligations owed to PGW.

22. Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas are liable to PGW for compensatory damages equal to the consideration PGW paid them in exchange for the enforceable promises, releases and representations they made in the Release Agreements, which they have breached.

23. To the extent that other Plaintiffs join this action after signing (and not revoking) release agreements substantially the same as those signed (and not revoked) by Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas, and after receiving severance payments and other benefits from PGW, they are liable to PGW for compensatory damages equal to the consideration PGW paid them in exchange for enforceable promises and releases.

WHEREFORE, Defendant/Counter-Plaintiff PGW prays that this Court enter judgment in its favor and against Plaintiffs/Counter-Defendants for compensatory damages in an amount to be determined at trial, plus prejudgment interest, costs, and such other and further relief as this Court deems just and appropriate under the circumstances.

COUNT II

Unjust Enrichment/Restitution

24. PGW repeats, re-alleges and incorporates all allegations contained in paragraphs 1 through 15 of this Counterclaim as if fully restated.

25. PGW made monthly-installment payments to each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas. Those monthly installment payments totaled as follows:

Karlo	$52,549.00
McLure	$44,591.00
Cunningham	$19,218.00
Marietti	$25,505.00
Meixelsberger	$37,940.00
Thompson	$54,203.54
Csukas	$90,948.00

26. PGW further provided to each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas continuing medical, dental, basic life and basic accidental death and dismemberment insurance for at least a period of eight months when each of the individuals were not working for PGW as employees.

27. All of those benefits were provided to each of Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas in reliance on the expectation that they would refrain from instituting any lawsuit of the sort that has been initiated in this matter.

28. PGW justifiably relied on the Named Plaintiffs' promises, releases, and material representations of fact in providing substantial severance payments and other benefits to them in exchange for those promises, releasees and material representations of fact.

29. Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas obtained from PGW the benefits described above despite the fact that each of them has refused to refrain from brining this lawsuit against PGW and, thus, failed to honor the promises that PGW relied upon in providing payments and benefits to the Named Plaintiffs.

30. Because of this, it would be inequitable for Messrs. Karlo, McLure, Cunningham, Marietti, Meixelsberger, Thompson and Csukas to accept and retain the benefits described above without fulfilling their promise not to initiate this lawsuit against PGW.

31. Thus, PGW is entitled to have returned the amounts paid to each of the Named Plaintiffs or provided to them in the form of benefits.

WHEREFORE, Defendant/Counter-Plaintiff PGW prays that this Court enter judgment in its favor and against Plaintiffs/Counter-Defendants for restitution in an amount to be determined by this court, plus prejudgment interest, costs and such other and further relief as this Court deems just and appropriate under the circumstances.

/s/ Robert B. Cottington
Robert B. Cottington
PA51164
rcottington@cohenlaw.com
Nancy L. Heilman

PA51121
nheilman@cohenlaw.com
COHEN & GRIGSBY, P.C.
625 Liberty Avenue
Pittsburgh, PA 15222-3152
(412) 297-4677 (Telephone)
(412) 209-1906 (Direct Fax)

Counsel for Defendant

Dated: November 29, 2010

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer and Affirmative Defenses has been served upon counsel of record by the Court's ECF system, this 29 day of November, 2010, addressed as follows:

Bruce C. Fox, Esq.
bruce.fox@obermayer.com

Melissa L. Evans, Esq.
melissa.evans@obermayer.com

/s/ David S. Becker