

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION (AT DAYTON)**

JULIA STAGGS, et.al.	:	Case No. 3:17-CV-00191-TMR
Plaintiffs,	:	
vs.	:	
FUYAO GLASS AMERICA, INC.	:	<b>ANSWER OF DEFENDANT</b>
Defendant.	:	<b>FUYAO GLASS AMERICA INC. TO</b>
		<b>PLAINTIFFS' SECOND AMENDED</b>
		<b>COMPLAINT</b>

For its Answer to the Second Amended Complaint (“Second Amended Complaint”) of Plaintiff Julia Staggs (“Plaintiff Staggs”), Plaintiff John Greene (“Plaintiff Greene”) and Plaintiff Stephen Newman (“Plaintiff Newman”) (collectively “Plaintiffs”), Defendant Fuyao Glass America Inc. (“Defendant” or “Fuyao”), through counsel, responds as follows:

The numbered paragraphs in the Answer correspond to the numbered paragraphs contained in the Second Amended Complaint. To the extent not specifically admitted herein, all allegations in the Second Amended Complaint are denied. Furthermore, the section headings included herein are included only for the purposes of clarity and organization, and Defendant does not admit, but rather specifically denies, any factual or legal allegations in the headings used in the Second Amended Complaint.

**AS TO PRELIMINARY STATEMENT**

The allegations contained in the Preliminary Statement of the Second Amended Complaint are conclusions of law or statements to which no responsive pleading is required, and so they are denied.

**AS TO JURISDICTION AND VENUE**

1. The allegations contained in Paragraph 1 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

2. The allegations contained in Paragraph 2 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

3. The allegations contained in Paragraph 3 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 3 contains factual allegations, they are denied.

**AS TO PARTIES**

4. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 4 of the Second Amended Complaint, and so they are denied.

5. Defendant admits that Plaintiff Staggs was employed as a production associate at Defendant's Moraine, Ohio location from September 6, 2016 until December 14, 2017. Defendant denies the remaining allegations contained in Paragraph 5 of the Second Amended Complaint.

6. Defendant admits that in Paragraph 6 of the Second Amended Complaint that Plaintiff Staggs has characterized some of the claims Plaintiff Staggs has asserted elsewhere in the Second Amended Complaint, and denies that there are any unpaid wages owed.

7. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 7 of the Second Amended Complaint, and so they are denied.

8. Defendant admits that Plaintiff Greene was employed as a production associate from July 11, 2016 until December 6, 2016. Defendant denies the remaining allegations contained in Paragraph 8 of the Second Amended Complaint.

9. Defendant admits that in Paragraph 9 of the Second Amended Complaint that Plaintiff Greene has characterized some of the claims Plaintiff Greene has asserted elsewhere in the Second Amended Complaint, and denies that there are any unpaid wages owed.

10. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 10 of the Second Amended Complaint, and so they are denied.

11. Defendant admits that Plaintiff Newman was employed as a bending operator from December 21, 2015 until May 9, 2017. Defendant denies the remaining allegations contained in Paragraph 11 of the Second Amended Complaint.

12. Defendant admits that in Paragraph 12 of the Second Amended Complaint that Plaintiff Newman has characterized some of the claims Plaintiff Newman has asserted elsewhere in the Second Amended Complaint, and denies that there are any unpaid wages owed.

13. The allegations contained in Paragraph 13 of the Second Amended Complaint are statements to which no responsive pleading is required, and so they are denied.

14. Defendant admits the allegations contained in Paragraph 14 of the Second Amended Complaint.

15. Defendant denies that it operates multiple locations in the United States, but admits that it operates a facility in Moraine, Ohio. The remaining allegations contained in Paragraph 15 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 15 contains additional factual allegations, they are denied.

16. Defendant admits that it has had an annual gross volume of sales made or business done of not less than \$500,000. The remaining allegations contained in Paragraph 16 of the Second Amended Complaint are conclusions of law to which no responsive pleading is

required, and so they are denied. Insofar as Paragraph 16 contains additional factual allegations, they are denied.

**AS TO FACTS**

17. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

18. Defendant admits to conducting business in Moraine, Ohio. The remaining allegations contained in Paragraph 18 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

19. Defendant admits that it has been engaged in commerce or in the production of goods for commerce, and/or other business activities. The remaining allegations contained in Paragraph 19 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

20. Defendant admits that it has had annual gross volume sales and/or business in an amount not less than \$500,000.00. The remaining allegations contained in Paragraph 20 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 20 contains additional factual allegations, they are denied.

21. Defendant denies the allegations contained in Paragraph 21 of the Second Amended Complaint.

22. Defendant admits the allegations contained in Paragraph 22 of the Second Amended Complaint.

23. Defendant denies the allegations contained in Paragraph 23 of the Second Amended Complaint.

24. Defendant denies the allegations contained in Paragraph 24 of the Second Amended Complaint. Plaintiffs do not have any damages.

25. Defendant admits that Plaintiff Staggs was employed as a production associate in the Tempered Assembly department from September 6, 2016 until she was terminated on December 14, 2016. Defendant further admits that Plaintiff Staggs was paid \$12.84 per hour and that Defendant terminated Plaintiff Staggs from her employment because of unexcused absenteeism. Defendant denies the remaining allegations contained in Paragraph 25 of the Second Amended Complaint.

26. Defendant admits that Plaintiff Greene was employed as a production associate in the Tempered Pre-process department from July 11, 2016 until his employment was terminated on December 6, 2016. Defendant further admits that Plaintiff Greene was paid \$12.84 per hour. Defendant denies the remaining allegations contained in Paragraph 26 of the Second Amended Complaint.

27. Defendant admits that Plaintiff Newman was employed as a bending operator in the ARG Bending department from April 25, 2016 until May 9, 2017. Defendant admits that Plaintiff Newman's hourly rate increased over the course of his employment; Plaintiff Newman's hourly rate was \$12.84 on December 21, 2015; \$13.50 on April 25, 2016; \$15.50 on April 23, 2017; and finally \$17.50 on April 25, 2017. Defendant further admits that Defendant terminated Plaintiff Newman from his employment for violation of company policy and work rules. Defendant denies the remaining allegations contained in Paragraph 27 of the Second Amended Complaint.

28. Defendant denies the allegations contained in Paragraph 28 of the Second Amended Complaint.

29. Defendant admits that it employs approximately 1,905 salaried and production employees at its Moraine, Ohio facility. Defendant further admits that it makes glass windows for automobiles. Defendant denies the remaining allegations contained in Paragraph 29 of the Second Amended Complaint.

30. Defendant admits that it employs approximately 480 employees in its ARG Department. Defendant further admits that it employs approximately 1,443 production employees in its OEM and ARG Departments. Defendant denies the remaining allegations contained in Paragraph 30 of the Second Amended Complaint.

31. Defendant admits that Plaintiff Staggs' normal working hours on first shift were from 6:30 a.m. to 3:00 p.m. Defendant denies the remaining allegations in Paragraph 31 of the Second Amended Complaint.

32. Defendant admits that Plaintiff Greene's normal working hours on second shift were from 2:30 p.m. to 11:00 p.m. Defendant denies the remaining allegations in Paragraph 32 of the Second Amended Complaint.

33. Defendant admits that Plaintiff Newman worked third shift. Defendant denies the remaining allegations in Paragraph 33 of the Second Amended Complaint.

34. Defendant denies the allegations contained in Paragraph 34 of the Second Amended Complaint.

35. Defendant denies the allegations contained in Paragraph 35 of the Second Amended Complaint.

36. Defendant denies the allegations contained in Paragraph 36 of the Second Amended Complaint.

37. Defendant admits that, as required by operations, employees may be required to work more than forty (40) hours per week. Defendant further states that employees are paid overtime when they work more than forty (40) hours per week. Defendant denies the remaining allegations contained in Paragraph 37 of the Second Amended Complaint.

38. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 38 of the Second Amended Complaint.

39. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 39 of the Second Amended Complaint.

40. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 40 of the Second Amended Complaint.

41. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 41 of the Second Amended Complaint.

42. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are

compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 42 of the Second Amended Complaint.

43. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies the remaining allegations contained in Paragraph 43 of the Second Amended Complaint.

44. Defendant denies the allegations contained in Paragraph 44 of the Second Amended Complaint.

45. Defendant denies that it operates a rounding policy; Defendant's employees are paid based on the actual time worked based on their approved schedule. Defendant denies the remaining allegations in Paragraph 45 of the Second Amended Complaint.

46. Defendant denies that it operates a rounding policy; Defendant's employees are paid based on the actual time worked based on their approved schedule. Defendant denies the remaining allegations in Paragraph 46 of the Second Amended Complaint.

47. Defendant denies the allegations contained in Paragraph 47 of the Second Amended Complaint.

48. Defendant denies the allegations contained in Paragraph 48 of the Second Amended Complaint.

49. Defendant denies the allegations contained in Paragraph 49 of the Second Amended Complaint.

50. Defendant admits that Plaintiff Staggs and certain other employees worked on Saturday, November 26, 2016 and Sunday, November 27, 2016. Defendant admits that Plaintiff Newman worked on Sunday, November 27, 2016 only. Defendant admits that Plaintiff Greene



did not work on either day. Defendant denies the remaining allegations of Paragraph 50 of the Second Amended Complaint.

51. Defendant admits that it paid Plaintiff Staggs and all other employees straight time for the non-overtime hours each employee worked on the Saturday, November 26, 2016 and Sunday, November 27, 2016 shifts. Defendant further admits that, in addition to pay for all hours worked, 49 employees were offered gift cards as thanks for the work completed on November 26 and 27. Defendant denies the remaining allegations contained in Paragraph 51 of the Second Amended Complaint.

52. Defendant denies the allegations contained in Paragraph 52 of the Second Amended Complaint.

53. Defendant admits that Plaintiff Staggs received a gift card as a thank you token for working on a day right after a holiday and when overtime pay was not legally required. Defendant denies the allegations contained in Paragraph 53 of the Second Amended Complaint.

**AS TO COLLECTIVE ACTION ALLEGATIONS**

54. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

55. Defendant admits that in Paragraph 55 of the Second Amended Complaint, Plaintiffs have characterized some of the claims Plaintiffs have asserted elsewhere in the Second Amended Complaint. The remaining allegations contained in Paragraph 55 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 55 contains factual allegations, they are denied.

56. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies that it operates a rounding policy;

Defendant's employees are paid based on the actual time worked based on their approved schedule. Defendant denies the remaining allegations contained in Paragraph 56 of the Second Amended Complaint.

57. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies that it operates a rounding policy; Defendant's employees are paid based on the actual time worked based on their approved schedule. Defendant denies the remaining allegations contained in Paragraph 57 of the Second Amended Complaint.

58. The allegations contained in Paragraph 58 of the Second Amended Complaint are conclusions of law or other statements to which no responsive pleading is required, and so they are denied.

59. Defendant admits that in Paragraph 59 of the Second Amended Complaint, Plaintiff Staggs has characterized some of the claims Plaintiff Staggs has asserted elsewhere in the Second Amended Complaint. The remaining allegations contained in Paragraph 59 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 59 contains factual allegations, they are denied.

60. Defendant denies the allegations contained in Paragraph 60 of the Second Amended Complaint.

61. Defendant denies the allegations contained in Paragraph 61 of the Second Amended Complaint.

62. The allegations contained in Paragraph 62 of the Second Amended Complaint are conclusions of law or other statements to which no responsive pleading is required, and so they are denied.

**AS TO CLASS ACTION ALLEGATIONS**

63. Defendant admits that in Paragraph 63 of the Second Amended Complaint, Plaintiffs have characterized some of the claims asserted elsewhere in the Second Amended Complaint. The remaining allegations contained in Paragraph 63 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 63 contains factual allegations, they are denied.

64. The allegations contained in Paragraph 64 of the Second Amended Complaint contain legal conclusions or statements to which no responsive pleading is required, and so they are denied.

65. The allegations contained in Paragraph 65 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

66. The allegations contained in Paragraph 66 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

67. The allegations contained in Paragraph 67 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

68. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 68 of the Second Amended Complaint, and so they are denied.

69. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 69 of the Second Amended Complaint, and so they are denied.

70. The allegations contained in Paragraph 70 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

71. The allegations contained in Paragraph 71 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

72. The allegations contained in Paragraph 72 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

73. The allegations contained in Paragraph 73 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

74. The allegations contained in Paragraph 74 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

75. The allegations contained in Paragraph 75 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

76. The allegations contained in Paragraph 76 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

77. Defendant admits that in Paragraph 77 of the Second Amended Complaint, Plaintiff Staggs has characterized some of the claims asserted elsewhere in the Second Amended Complaint. The remaining allegations contained in Paragraph 77 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 77 contains factual allegations, they are denied.

78. The allegations contained in Paragraph 78 of the Second Amended Complaint are conclusions of law or statements to which no responsive pleading is required, and so they are denied.

79. The allegations contained in Paragraph 79 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

80. The allegations contained in Paragraph 80 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

81. The allegations contained in Paragraph 81 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

82. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 82 of the Second Amended Complaint, and so they are denied.

83. Defendant lacks sufficient knowledge to admit or deny the allegations in Paragraph 83 of the Second Amended Complaint, and so they are denied.

84. The allegations contained in Paragraph 84 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

85. The allegations contained in Paragraph 85 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

86. The allegations contained in Paragraph 86 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

87. The allegations contained in Paragraph 87 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

88. The allegations contained in Paragraph 88 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

89. The allegations contained in Paragraph 89 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

90. The allegations contained in Paragraph 90 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

**AS TO CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**FLSA - Collective Action for Unpaid Overtime**

91. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

92. Defendant admits that Plaintiff Staggs was employed from September 6, 2016 until December 14, 2016. Defendant further admits that Plaintiff Greene was employed from July 11, 2016 until December 6, 2016. Defendant further admits that Plaintiff Newman was employed from December 21, 2015 until May 10, 2017. Defendant denies the remaining allegations contained in Paragraph 92 of the Second Amended Complaint.

93. Defendant admits that in Paragraph 93 of the Second Amended Complaint, Plaintiffs have characterized some of the claims Plaintiffs have asserted elsewhere in the Second Amended Complaint.

94. The allegations contained in Paragraph 94 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

95. Defendant admits that Plaintiff Staggs was employed from September 6, 2016 until December 14, 2016. Defendant further admits that Plaintiff Greene was employed from July 11, 2016 until December 6, 2016. Defendant further admits that Plaintiff Newman was employed from December 21, 2015 until May 10, 2017. Defendant further admits that Plaintiffs Staggs, Greene and Newman were employed at the Moraine, Ohio location. Defendant denies the remaining allegations contained in Paragraph 95 of the Second Amended Complaint.

96. Defendant admits that Plaintiffs Staggs, Greene and Newman were non-exempt employees and paid on an hourly basis. Defendant denies the remaining allegations contained in Paragraph 96 of the Second Amended Complaint.

97. Defendant admits that its employees may be required to work in excess of forty (40) hours in a week. Defendant further states that when non-exempt employees, including Plaintiffs, were required to work more than forty (40) hours in a week, they were compensated at time-and-one-half. Defendant denies the remaining allegations contained in Paragraph 97 of the Second Amended Complaint.

98. The allegations contained in Paragraph 98 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 98 contains factual allegations, they are denied.

99. The allegations contained in Paragraph 99 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 99 contains factual allegations, they are denied.

100. Defendant admits that its employees may be required to work in excess of forty (40) hours in a week. Defendant further states that when non-exempt employees, including Plaintiffs, were required to work more than forty (40) hours in a week, they were compensated at time-and-one-half. Defendant denies the remaining allegations contained in Paragraph 100 of the Second Amended Complaint.

101. The allegations contained in Paragraph 101 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 101 contains factual allegations, they are denied.

102. The allegations contained in Paragraph 102 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Defendant further denies that Plaintiffs are entitled to any of the relief sought. Insofar as Paragraph 102 contains factual allegations, they are denied.

103. The allegations contained in Paragraph 103 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Defendant further denies that Plaintiffs are entitled to any of the relief sought.

**AS TO SECOND CAUSE OF ACTION**  
**R.C. 4111.03 -- Rule 23 Class Action for Unpaid Overtime**

104. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

105. The allegations contained in Paragraph 105 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

106. Defendant admits that Plaintiff Staggs was employed from September 6, 2016 until December 14, 2016. Defendant further admits that Plaintiff Greene was employed from July 11, 2016 until December 6, 2016. Defendant further admits that Plaintiff Newman was employed from December 21, 2015 until May 10, 2017. The remaining allegations contained in Paragraph 106 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

107. The allegations contained in Paragraph 107 of the Second Amended Complaint are conclusions of law or statements to which no responsive pleading is required, and so they are denied.

108. Defendant denies the allegations contained in Paragraph 108 of the Second Amended Complaint.

109. Defendant admits that it utilizes a 30-minute auto-deduct program for meal breaks. Defendant states further that when employees work through meal breaks, they are compensated for that time worked. Defendant denies that it operates a rounding policy; Defendant's employees are paid based on the actual time worked based on their approved



schedule. Defendant denies the remaining allegations contained in Paragraph 109 of the Second Amended Complaint.

110. The allegations contained in Paragraph 110 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

111. Defendant denies the allegations contained in Paragraph 111 of the Second Amended Complaint.

112. The allegations contained in Paragraph 112 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Defendant further denies that Plaintiffs are entitled to any of the relief sought.

**AS TO THIRD CAUSE OF ACTION**

**R.C. 4113.15 -- Rule 23 Class Action for Violations of Ohio's Prompt Pay Act ("OPPA")**

113. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

114. Defendant admits that Plaintiff Staggs was employed from September 6, 2016 until December 14, 2016. Defendant further admits that Plaintiff Greene was employed from July 11, 2016 until December 6, 2016. Defendant further admits that Plaintiff Newman was employed from December 21, 2015 until May 10, 2017. Defendant denies the remaining allegations contained in Paragraph 114 of the Second Amended Complaint.

115. The allegations contained in Paragraph 115 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

116. The allegations contained in Paragraph 116 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

117. Defendant denies the allegations contained in Paragraph 117 of the Second Amended Complaint.

118. Defendant denies the allegations contained in Paragraph 118 of the Second Amended Complaint.

119. The allegations contained in Paragraph 119 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

**AS TO FOURTH CAUSE OF ACTION**  
**Recordkeeping Violations of the Ohio Wage Law**

120. Defendant incorporates its responses to the paragraphs above as if fully set forth herein.

121. The allegations contained in Paragraph 121 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

122. The allegations contained in Paragraph 122 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

123. The allegations contained in Paragraph 123 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied.

124. The allegations contained in Paragraph 124 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 124 contains factual allegations, they are denied.

125. The allegations contained in Paragraph 125 of the Second Amended Complaint are conclusions of law to which no responsive pleading is required, and so they are denied. Insofar as Paragraph 124 contains factual allegations, they are denied.

**PRAYER FOR RELIEF**

Defendant expressly denies that Plaintiffs are entitled to any of the relief sought in the Prayer for Relief, Paragraphs A-L, inclusive.

**AFFIRMATIVE DEFENSES**

Defendant denies each and every allegation contained in the Second Amended Complaint which has not heretofore already been expressly admitted, qualified, or denied or as to which there has not been a response and offers the following affirmative defenses.

**FIRST AFFIRMATIVE DEFENSE**

One or more of the counts in the Second Amended Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs' claims, in whole or in part, are barred by the applicable statutes of limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs, by their conduct, are estopped from asserting any cause of action against Defendant.

**FOURTH AFFIRMATIVE DEFENSE**

The Second Amended Complaint, and each cause of action alleged therein, is barred by the doctrine of waiver.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs delayed inexcusably and unreasonably in the filing of this action causing substantial prejudice to Defendant and, thus, Plaintiffs' claims are barred by the equitable doctrine of laches.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs are not entitled to any penalty claimed for violation of any statute since, at all relevant times, Defendant did not knowingly and intentionally fail to comply with a statute, but rather acted in good faith and had reasonable grounds for believing that it did not violate the statute.

**SEVENTH AFFIRMATIVE DEFENSE**

The penalties Plaintiffs claim are excessive and thus violate Defendant's rights under the state and federal Constitutions.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to mitigate or avoid damages or other alleged consequences, if any, as required by law.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiffs are precluded from maintaining the claims asserted in the Second Amended Complaint to the extent that Plaintiffs or the putative class members engaged in conduct showing unclean hands.

**TENTH AFFIRMATIVE DEFENSE**

Otherwise compensable time was *de minimis*.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' Second Amended Complaint, and each purported cause of action alleged therein, is barred for lack of subject matter jurisdiction to the extent Plaintiffs and putative members of the purported class lack standing to bring their claims in either an individual, class or representative capacity.

**TWELFTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the putative members of the purported class for injunctive and other equitable relief are barred to the extent Plaintiffs are former employees and thus have no standing to seek injunctive or other equitable relief.

**THIRTEENTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the putative members of the purported class are barred to the extent that Plaintiffs or any putative class member have released such claims.

**FOURTEENTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the putative members of the purported class are barred in that they have received all compensation to which they are entitled under the FLSA and any other applicable law or basis.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs unreasonably failed to take advantage of any preventive or corrective opportunities provided or to otherwise avoid harm.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs and the alleged “FLSA Class Members” are not sufficiently similar for the basis of a Collective Action under the FLSA.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

There is insufficient numerosity, commonality, typicality, or representation as relating to Plaintiffs and the alleged “Rule 23 Class” for an alleged Class Action under Fed. R. Civ. P. 23.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Each and every action taken by Defendant was undertaken in good faith and in full compliance with all applicable laws, rules, regulations, and agreements.

**NINETEENTH AFFIRMATIVE DEFENSE**

Defendant had honesty of intention and no actual or constructive notice of an alleged FLSA violation, and had reasonable grounds to believe that its conduct complied with the FLSA.

**ADDITIONAL DEFENSES**

Defendant gives notice that it intends to rely on such other defenses as may become available during the discovery proceedings in this case and hereby reserves the right to amend this Answer in order to assert such defenses.

WHEREFORE, Defendant Fuyao Glass America, Inc. requests that the Second Amended Complaint be dismissed, that judgment be entered in its favor, that it be awarded Court costs, including reasonable attorneys' fees, and any other relief to which it may be entitled.

Respectfully submitted,

*/s/M. Scott Young*

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*Attorneys for Defendant*

*Fuyao Glass America Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 15, 2017 a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties in this case by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

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