

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
HARRISONBURG DIVISION**

JENNIFER BERRY,

Plaintiff,

v.

TOWN OF FRONT ROYAL, VIRGINIA,

Defendant.

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Case No.: 5:21-cv-00001

**ANSWER TO COMPLAINT**

COMES NOW defendant, Town of Front Royal, Virginia (“the Town”), by counsel, and in and for its Answer to the Complaint filed herein states, as follows:

**FIRST DEFENSE**

The Town responds to the plaintiff’s individually numbered paragraphs set forth in the Complaint, as follows:

1. In response to the allegations in paragraph 1 of the Complaint, the Town steadfastly denies that it treated plaintiff unlawfully, discriminatorily or that it retaliated against plaintiff or violated any federal or state law. The Town further denies that plaintiff is entitled to any legal or equitable relief.

2. In response to the allegations in paragraph 2 of the Complaint, the Town does not challenge jurisdiction in this court.

3. In response to the allegations contained in paragraph 3 of the Complaint, the Town does not contest venue in this court. However, to the extent that the allegations in paragraph 3 of the Complaint also assert that the Town engaged in unlawful employment practices, those allegations are expressly denied.

4. In response to the allegations in paragraph 4 of the Complaint, the Town admits that plaintiff is female, 44 years of age, that she was an employee of the Town during times relevant to the matters alleged in her Complaint, that she worked more than twelve months for the Town and had worked at least 1250 hours in the twelve months preceding the leave described in her Complaint. As far as plaintiff's residency, the Town lacks knowledge to respond. To the extent it is asserted that plaintiff is an "eligible employee under the FMLA," that is a legal conclusion to which no response is required.

5. In response to the allegations in paragraph 5 of the Complaint, the Town admits the allegations in the first sentence. The remaining allegations are legal conclusions to which no response is required.

6. The Town admits the allegations in paragraph 6 of the Complaint.

7. In response to the allegations in paragraph 7 of the Complaint, the Town admits the allegations in the first sentence. The remaining allegations are legal conclusions to which no response is required.

8. The allegations in paragraph 8 of the Complaint are legal conclusions to which no response is required.

9. In response to the allegations in paragraph 9 of the Complaint, the Town admits that plaintiff filed a charge of discrimination against it with the EEOC in April, 2020. The Town lacks knowledge of the exact filing date or whether the pandemic impacted the EEOC's processing of the charge and does not waive the right to challenge the timeliness of the filing. To the extent that paragraph 9 references and incorporates the charge of discrimination, the Town denies the allegations and assertions of plaintiff stated therein.

10. Upon information and belief, the Town admits the allegations in paragraph 10 of the Complaint.

11. The allegations in paragraph 11 of the Complaint are legal conclusions to which no response is required.

12. The allegations in paragraph 12 of the Complaint are admitted, with the caveat that from the time plaintiff was hired as Clerk to the Town Council through 2017, she worked only part-time. The position was converted to full-time in 2017. At all times plaintiff served “at the will of the Council.”

13. In response to the allegations in paragraph 13 of the Complaint, the Town denies plaintiff’s self-serving assessment that she performed her job well and met *all* legitimate expectations of the Town. While plaintiff has accurately extracted one section from her 2019 job performance evaluation, she has ignored issues with her performance of which she was well aware. Plaintiff was hired as the Clerk to Town Council on a part-time basis in 2005. The position was converted to a full-time position in 2017. For twelve (12) years, plaintiff was a part-time employee and was able to set her own hours, work from home regularly and enjoy a high amount of flexibility in her schedule. On May 17, 2018, plaintiff received her first employee evaluation as a full-time employee for her performance during 2017. Since she reported to the Town Council under the Town’s Charter, the (then) Mayor, Hollis Tharpe and (then and current) Vice Mayor Bill Sealock, (hereinafter, “Mr. Sealock”) conducted her performance evaluation. Plaintiff at that time, received a positive evaluation, including both a raise and a bonus, but Mayor Tharpe and Mr. Sealock, who conducted the evaluation on behalf of the Town Council, voiced the Town Council’s concerns about her work schedule and the full-time hours she was supposed to be working. The Town Council wanted her to be in the office on a more regular basis to serve the public, Town staff and

the Town Council and to post those hours so that those stakeholders would know when she would be in the office. The evaluation states, “[y]our work schedule should be posted on Town calendar or digital scheduler, door to office to advise town staff, visitors, council members and Mayor of stated work hours” and the first item listed in her “performance goals” for the upcoming year was, a “Visual Schedule” that was “required” “immediately.”. Plaintiff became angry at the request to post her hours and refused to post her schedule as discussed in and required by her evaluation. In 2019, the following year, the issue of plaintiff working more regular hours that the public, Town staff and the Town Council could count on continued. There was also concern that she was working part-time hours, while being paid a full-time salary. Once again, the Town Council believed that if they were better able to keep track of plaintiff’s work schedule, they could ensure that she was working on a full-time basis. Their concerns are reflected in her 2019 (for the year 2018) performance evaluation, which states “[w]ork hours/days need to be posted (sic) These days & hours need to be adhered to (sic) regular basis (work at home, vacation and others) (sic) Her non-office hours (working from home is a sensitive area for other staff members).” Again, her evaluation was positive, but one of her two goals was, “[w]hen leaving the office please post date and time of return.” The evaluation also states, “[n]on-cooperative attitude may be felt when approached with tasks she deems not doable or not wanting to do.” Plaintiff fought Town Council’s efforts to hold her accountable for her full-time salary and to keep track of her whereabouts during working hours. These actions by plaintiff reflect that she refused to even attempt to meet legitimate expectations of the Town.

14. The Town admits the allegations in paragraph 14 of the Complaint.

15. The Town denies the allegations in paragraph 15 of the Complaint. Plaintiff did not allege any misconduct by Sealock until August 15, 2019, more than two and a half years after she

claims that Sealock began to subject her to sexually harassing and discriminatory conduct. In fact, Sealock was one of the two persons who conducted plaintiff's performance evaluation in May of 2018, and plaintiff never suggested that he should not do so because of any purported misconduct. It was not until August 15, 2019, that plaintiff alleged misconduct by Sealock. Even when plaintiff did raise her purported concerns on August 15, 2019, what she stated was "I have been so confused by the conduct of one of our Councilmen *over the last year*." (emphasis added). Now, to further bolster the fabricated claims against Sealock and the Town, plaintiff contends that Sealock's inappropriate behavior started in January, 2017. The Town maintains that plaintiff has fabricated the allegations against Sealock as leverage against the Town and attempt to not have to do that which was being asked of her.

16. In response to the allegations in paragraph 16 of the Complaint, it is likely true that plaintiff would set up the conference room before Council meetings. The Town lacks knowledge as to when Sealock would arrive for the meetings. However, the Town vehemently denies the allegations of misconduct which plaintiff attributes to Sealock. Again, prior to August 15, 2019, plaintiff made no complaint about any alleged inappropriate behavior by Sealock.

17. The Town denies the allegations in paragraph 17 of the Complaint, except that it admits that it did and does have a "zero tolerance" policy toward sexual harassment, which it strictly enforces. As an example, when the interim mayor was notified on August 15, 2019 of plaintiff's claims, an investigation was immediately instituted.

18. The Town denies the allegations in paragraph 18 of the Complaint. Had Sealock been inappropriately touching plaintiff as she asserts, plaintiff was required to immediately comply with the Town Code and Employee Handbook by reporting the matter to her supervisor or other appropriate officials and/or requesting information and assistance from human resources or the

Town attorney. Not only did plaintiff not do any of these things, but the Town understands that she never said a word about Sealock's purported conduct to any employee until August 15, 2019, years after she claims the conduct began. In addition, plaintiff did not begin working in her office, as alleged, to avoid alleged unwelcome touching by Sealock. In fact, plaintiff told Bush and Laura McIntosh ("McIntosh") on August 16, 2019, that she wasn't uncomfortable by Sealock's alleged actions and was not nervous to be in a room with him.

19. The Town denies the allegations in paragraph 19 of the Complaint. Sealock has never attempted to hug plaintiff or otherwise inappropriately touch her or any other Town employee.

20. The Town denies the allegations in paragraph 20 of the Complaint. The "incident" which plaintiff describes did not occur. At one point prior to August 15, 2019, plaintiff knelt down to get drinks from a refrigerator which was located under a table. She was getting the drinks to set out for Council members to drink during a meeting. As Sealock walked toward where plaintiff was located, she began to stand up. Sealock reached his arm out and gently touched plaintiff's shoulder to prevent her from standing up and crashing into him. Despite plaintiff's insistence that Matt Tederick ("Tederick") was not employed and did not see the "incident," that is false. He was interim Mayor at the time and clearly recollects what he observed.

21. The Town denies the allegations in paragraph 21 of the Complaint. The Town further notes that plaintiff claims she "complained about Mr. Sealock's unwanted attention and touchings," but fails to assert when or to whom. Simply put, it was not until August 15, 2019 that plaintiff ever complained about Sealock's alleged conduct, at which time she complained to Julie Bush ("Bush") and Chris Holloway ("Holloway"). In fact, in her email to Holloway on August 15, 2019 detailing her purported concerns about Sealock, plaintiff expressly stated, "Please note, that

I have *never* approached Council or any Supervisor for issues similar to this.” (emphasis in original). Plaintiff’s claims, at the time first made, were taken seriously, Sealock was advised to have no contact with plaintiff, and an immediate investigation was launched. The investigation revealed that the claims by plaintiff were completely unfounded.

22. The Town denies the allegations in paragraph 22 of the Complaint. Plaintiff never told Bush or anyone at the Town that Sealock was purportedly harassing her prior to August 15, 2019. Bush is the Town’s Director of Human Resources, and it is her job to document and follow up on any claim of harassment. Had plaintiff complained about Sealock prior to August 15, 2019, which she did not, Bush would have investigated the complaint in the same manner as she did when plaintiff raised the issue on August 15, 2019.

23. The Town denies the allegations in paragraph 23 of the Complaint. As to her 2018 evaluation, the Town notes that the plaintiff, again, parses out the favorable portion of her evaluation (i.e., “At her 2018 evaluation, which overall was good *with regard to her performance*”) (emphasis added) in an attempt to bolster her overall performance. What actually occurred at the 2018 evaluation is outlined in response to paragraph 13 above. During the evaluation, Sealock never told plaintiff that she needed to be at her desk at all times and act as a receptionist. Rather, plaintiff was advised that she needed to be in the office on a more regular basis to serve the public, Town staff and the Town Council and needed to post when she was not planning to be present. Plaintiff became inexplicably upset by this reasonable request and stated she was not a secretary for the Town.

24. The Town denies the allegations in paragraph 24 of the Complaint. Sealock and Tharpe did not engage in a conversation with plaintiff regarding sexism, and there is no merit to

plaintiff's unsubstantiated and completely fabricated allegation that "it was well-known that Mr. Sealock was a misogynist." Plaintiff's personal attacks on Sealock are made out of whole cloth.

25. The Town denies the allegations in paragraph 25 of the Complaint, as pled. Plaintiff did not allege any misconduct by Sealock until August 15, 2019. The Town maintains that, to gain an advantage against it and attempt to not have to do that which was being asked of her, plaintiff fabricated the allegations against Sealock. The Town also notes that although plaintiff claims that she "made it clear to the Town that Mr. Sealock directed inappropriate comments to her, and that he had also touched her inappropriately," plaintiff fails to identify to whom she communicated at the Town or when. That is because she did not do so in 2018, as alleged. She admits as much in her August 15, 2019 email to Holloway.

26. The Town denies the allegations in paragraph 26 of the Complaint. Sealock did not make the comments attributed to him, and plaintiff never suggested he did.

27. The Town denies the allegations in paragraph 27 of the Complaint.

28. In response to the allegations in paragraph 28 of the Complaint, the Town understands that Mayor Tharpe was indicted, as alleged. That indictment has nothing to do with this litigation and is gratuitously inserted in the Complaint. The Town denies that Sealock instructed the plaintiff, because the instruction would be better received from a woman, to tell Mayor Tharpe not to attend the April 15, 2019 Council meeting.

29. In response to the allegations in paragraph 29 of the Complaint, upon information and belief, plaintiff, as Town Clerk, did advise Mayor Tharpe that it might be best if he did not attend the April 15, 2019 Council meeting. Mayor Tharpe did resign the following week.

30. The Town denies the allegations in paragraph 30 of the Complaint.



31. In response to the allegations in paragraph 31 of the Complaint, the Town does not comment on matters which occur in closed session as it is legally improper and impermissible. In addition, the allegations are again gratuitous as the alleged memes were not directed to plaintiff, nor is it alleged that Mayor Tharpe shared the alleged memes in his official capacity.

32. The Town denies the allegations in paragraph 32 of the Complaint.

33. The Town denies the allegations in paragraph 33 of the Complaint. Further, plaintiff was an at-will employee and her position was not guaranteed for life even if her performance was top notch.

34. The Town denies the allegations in paragraph 34 of the Complaint. And, again, plaintiff fails to identify to whom she allegedly “made it clear” that Sealock’s conduct was sexist and harassing. That is because Sealock did not do what is asserted and plaintiff did not lodge any complaint until August 15, 2019.

35. The Town denies the allegations in paragraph 35 of the Complaint, as pled. The Town has already addressed the issues with plaintiff’s performance above.

36. The Town denies the allegations in paragraph 36 of the Complaint, as pled. Tederick (then interim Mayor) and Town Council wanted to consider plaintiff to serve as the Public Information Officer (PIO) for the Town. Sealock, knowing this, approached plaintiff to request that she take an “internet” class to gain the additional skills needed to perform the duties of PIO—specifically, digital and social media marketing. Plaintiff refused the request, and the PIO responsibility was given to another Town employee who had past job history of media, video editing and marketing. Although he serves as the official PIO for the Town, a committee of persons, all of whom are female, support the PIO and perform its functions.

37. In response to the allegations in paragraph 37 of the Complaint, the Town admits that plaintiff complained about Sealock to Holloway on August 15, 2019. That was the first time she did so, and Holloway immediately relayed the complaint to Tederick who immediately directed Bush to begin an investigation. The remaining allegations are denied.

38. In response to the allegations in paragraph 38 of the Complaint, the Town admits that Holloway requested that plaintiff send him an email documenting her complaint as it pertained to Sealock.

39. In response to the allegations in paragraph 39 of the Complaint, the Town lacks knowledge to respond. However, to the extent such statements were made, they appear to be consistent with the Town's desire for plaintiff to assume the POI duties and take a class to gain the skills necessary to do so. Plaintiff rejected the request in any event.

40. The Town denies the allegations in paragraph 40 of the Complaint.

41. The Town denies the allegations in paragraph 41 of the Complaint. Holloway did what he was required to do after receiving plaintiff's purported complaints about Sealock. He passed them on to those who were in a position to investigate them. The investigation revealed that the complaints are fabricated and unfounded.

42. In response to the allegations in paragraph 42 of the Complaint, they are denied as pled. The Town submits that Holloway was a social friend of plaintiff. They had known each other more than thirty (30) years as of 2019. Plaintiff had even dated Holloway's brother in the past. Several days after August 15, 2019, Holloway was at the Town office and stopped in to see plaintiff, as he often did because of their friendship. Plaintiff seemed to have something on her mind, so Holloway asked her if she wanted to take a walk. As they walked, Holloway said very little. He primarily listened. Plaintiff reiterated her allegations against Sealock during the walk and

also raised concerns about her performance evaluation, which was upcoming. Holloway felt that plaintiff was relieved after the walk.

43. The Town denies the allegations in paragraph 43 of the Complaint. Plaintiff was not “ushered” anywhere by Holloway, rather she left the building to take a walk with someone who had been a long term friend. It was not a notable event. Holloway did not state what is attributed to him or words to that effect.

44. The Town denies the allegations in paragraph 44 of the Complaint. Holloway has expressed to the Town that he is dumbfounded and upset at plaintiff’s fabricated allegations against him by a person he considered a long time friend.

45. The Town denies the allegations in paragraph 45 of the Complaint. Holloway has expressed to the Town that he is dumbfounded and upset at plaintiff’s fabricated allegations against him by a person he considered a long time friend.

46. In response to the allegations in paragraph 46 of the Complaint, the Town admits that plaintiff met with Bush after lodging a complaint against Seacock on August 15, 2019. The Town further admits that Bush assured plaintiff that an investigation would be conducted and plaintiff would be contacted thereafter. Otherwise, the allegations in paragraph 46 of the Complaint are denied, as pled.

47. In response to the allegations in paragraph 47 of the Complaint, Doug Napier (“Napier”) sent plaintiff an email on August 19, 2019 advising only that there are time limits to file a claim with the EEOC, and he provided her with information regarding the same which is located on the EEOC website. Other than that, he told plaintiff that he could not provide legal advice to plaintiff because he was employed by Town Council. He urged plaintiff to hire her own counsel. All other allegations are denied.

48. The Town denies the allegations in paragraph 48 of the Complaint. In fact, plaintiff had a second meeting with Bush and McIntosh on August 19, 2019. On August 21, 2019, Tederick sent a letter to plaintiff advising that her complaints were taken seriously and outlining the steps which were being taken to investigate her claims. Thereafter, on August 23, 2019, Napier was in touch with plaintiff as the investigation continued. Councilman Letasha Thompson also had communications with the plaintiff during and about the investigation on September 6, 2019. Around this time, plaintiff “lawyered up,” and it was difficult to engage in discussions with plaintiff as she insisted on running everything by her lawyer. When the Town completed its investigation, which was thorough, it notified plaintiff that it found her complaints to be unsubstantiated.

49. The Town denies the allegations in paragraph 49 of the Complaint. The Town further states that it is incredible that plaintiff would allege that she was subjected to “a barrage of retaliatory conduct” while there was an ongoing investigation into her complaints about Sealock, without *ever once* raising that claim with the Town. Her allegations are simply untrue.

50. The allegations in paragraph 50 of the Complaint are non-sensical and flatly denied. Plaintiff has asserted that she informed Holloway of her accusations against Sealock *during* a walk on August 15, 2019. Plaintiff claims that Holloway asked her to send him an email outlining her concerns, which she did after the walk. It was *after* sending that email that Council was informed by plaintiff of alleged threats to her job. Thus, it is impossible to claim, as plaintiff does, that Holloway engaged in “on-going retaliation, hyperscrutiny, and bursts of anger” during a walk because of Council’s knowledge that her job had allegedly been threatened. By plaintiff’s own pleading, Council did not yet have that knowledge when she was on a walk with Holloway.

51. The Town denies the allegations in paragraph 51 of the Complaint. That being said, plaintiff did resist the Town's directive that she maintain normal work hours at the office.

52. The Town denies the allegations in paragraph 52 of the Complaint. Tederick made no such comments about Sealock, In fact, it was plaintiff, at her meeting with Town officials on August 15, 2019, who declared that Sealock was "stressed."

53. The Town denies the allegations in paragraph 53 of the Complaint. Tederick never was told by plaintiff that she thought she had been retaliated against by any person. Tederick was the person who immediately ordered an investigation after plaintiff's August 15, 2019 complaints, that investigation was ongoing, and Tederick would have immediately taken action had plaintiff advised him that she believed that she was being retaliated against. This simply never occurred.

54. The Town denies the allegations in paragraph 54 of the Complaint, as pled. Under the Code of Virginia 2.2-3712(I), minutes are not required in closed sessions and therefore it is unnecessary for the Town Clerk to attend closed sessions. Plaintiff was never ousted from closed sessions or the entire building due to her gender or any discriminatory reason.

55. In response to the allegations in paragraph 55 of the Complaint, the allegations are so vague that a response cannot be formulated. It is unknown who plaintiff asserts gave her the supposed instruction, when that occurred or who the "other staff" members are to whom plaintiff refers.

56. In response to the allegations in paragraph 56 of the Complaint, they are denied, as pled. Plaintiff was a full-time employee who was expected to work a full-time and consistent schedule. She had been informed of this at her evaluation in May of 2018, but had not accomplished this as of 2019. On August 22, 2019, plaintiff was again evaluated and the inconsistency in her work schedule was again discussed. She was given the leeway to provide the

Town with a proposed work schedule. She failed to do so. As a result, on September 6, 2019, Tederick sent plaintiff a letter advising that her work hours had been set as 8:00 a.m. to 4:30 p.m., Monday through Friday, with an hour for lunch. Plaintiff responded by sending an email to Council the next day advising of tasks she would no longer do since she had to keep a normal work schedule and letting Council know that she would no longer respond to them or citizens during her “off” hours. Plaintiff was never questioned about proper use of FMLA leave as she suggests.

57. The allegations in paragraph 57 of the Complaint are not true. In May of 2018, as part of her first evaluation after becoming employed full-time, plaintiff was directed to put a sign on her office door if she would not be in to keep the town staff, visitors, council members and Mayor apprised. The suggestion that this request had something to do with her complaints in 2019 or her gender or that there were male employees similarly situated to her who did not have to do the same lacks any merit.

58. The Town denies the allegations in paragraph 58 of the Complaint.

59. The Town denies the allegations in paragraph 59 of the Complaint, as pled.

60. The Town denies the allegations in paragraph 60 of the Complaint, as pled.

61. The Town denies the allegations in paragraph 61 of the Complaint, as pled.

62. The Town denies the allegations in paragraph 62 of the Complaint. The “position” to which plaintiff refers is the assumption of PIO duties, as described above. It required plaintiff to take a class which Sealock discussed with plaintiff, and plaintiff refused to take. Only after plaintiff rejected assuming the PIO duties did the Town identify another individual to assume those responsibilities. The Town also refers to its response to paragraph 36 in response hereto.

63. The Town denies the allegations in paragraph 63 of the Complaint. See response to paragraphs 36 and 62.

64. The Town denies the allegations in paragraph 64 of the Complaint. See response to paragraph 48.

65. In response to the allegations in paragraph 65 of the Complaint, the Town admits that plaintiff contacted Council member Letesha Thompson on at least one occasion. The Town is not in a position to respond to plaintiff's assertions as to why she made contact, what she hoped to accomplish or how plaintiff interpreted Council member Thompson's response to plaintiff's contact. The Town states, however, that to the extent that plaintiff insinuates that she had valid complaints, that is denied.

66. In response to the allegations in paragraph 66 of the Complaint, the referenced report speaks for itself and the Town denies any allegations inconsistent therewith. To the extent that plaintiff attempts to characterize the report and investigation as incomplete, dismissive, a sham, etc..., those allegations are categorically denied. It is also denied that there was a delay in providing plaintiff a copy of the report to allow the Town to implement a retaliatory hostile work environment against plaintiff. And, again, plaintiff never advised anyone at the Town that she felt that she was subjected to retaliation. That is because it did not occur.

67. Upon information and belief, the allegations in paragraph 67 of the Complaint are admitted.

68. The Town denies the allegations in paragraph 68 of the Complaint.

69. In response to the allegations in paragraph 69 of the Complaint, the Town admits the allegations in the first two sentences. The remaining allegations and characterizations are denied. The Town is a small, with a population of around 15,000 residents. When Tederick became the Interim Town Manager (from his role as Interim Mayor), one of his first orders of business was to improve the Town's financial position and prepare the Fiscal Year 2021 ("FY 2021")

budget. Like other small towns in Virginia, the Town of Front Royal was faced with the predicament that it either needed to increase taxes and fees or cut spending in order to pay for much needed infrastructure improvements totaling \$29.2 million dollars. At an open Town Council meeting on February 3, 2020, Tederick publicly announced the decision to “rightsize” the workforce. Town Council ultimately approved the FY 2021 budget that included the reduction of expenditures on certain staff positions on June 8, 2020. The “rightsizing” of town staff positions resulted in ten full and part-time (10) positions either being eliminated, or in the case of the Town Clerk’s position—reduced from a full-time position to a part-time position and the duties absorbed by two (2) current employees. The reduction in the Clerk’s position from full-time to part-time saved the Town almost \$75,000 annually. The total revenue saved for FY 2021 as a result of the Town’s “rightsizing” effort was over \$346,000 annually. The effort also saved the Town revenue in the last fiscal year (FY 2020) of over \$132,000.

70. In response to the allegations in paragraph 70 of the Complaint, the Town admits plaintiff had previously been Clerk to Council on a part-time basis. However, she could not have returned to a part-time position without cost to the Town. As far as plaintiff’s contention as to her job performance, the Town has addressed that extensively above and relies upon what it has already pled.

71. The Town denies the allegations in paragraph 71 of the Complaint.

72. The Town denies the allegations in paragraph 72 of the Complaint.

73. The Town denies the allegations in paragraph 73 of the Complaint. In fact, according to what plaintiff told the Town, Sealock’s alleged conduct did not upset her or cause her stress, it just “pissed her off.”



74. In response to the allegations contained in paragraph 74, the Town incorporates its responses to paragraphs 1-73 as if fully set forth herein.

75. The allegations in paragraph 75 of the Complaint are legal conclusions to which no response is required.

76. The allegations in paragraph 76 of the Complaint are legal conclusions to which no response is required.

77. The Town denies the allegations in paragraph 77 of the Complaint.

78. The Town denies the allegations in paragraph 78 of the Complaint.

79. The Town denies the allegations in paragraph 79 of the Complaint.

80. The Town denies the allegations in paragraph 80 of the Complaint.

81. The Town denies the allegations in paragraph 81 of the Complaint.

82. The Town denies the allegations in paragraph 82 of the Complaint.

83. The Town denies the allegations in paragraph 83 of the Complaint.

84. The Town denies the allegations in paragraph 84 of the Complaint.

85. The Town denies the allegations in paragraph 85 of the Complaint.

86. In response to the allegations contained in paragraph 86, the Town incorporates its responses to paragraphs 1-85 as if fully set forth herein.

87. The Town denies the allegations in paragraph 87 of the Complaint.

88. The Town denies the allegations in paragraph 88 of the Complaint.

89. The Town denies the allegations in paragraph 89 of the Complaint, to include all lettered subsections.

90. The Town denies the allegations in paragraph 90 of the Complaint.

91. The Town denies the allegations in paragraph 91 of the Complaint.

92. The Town denies the allegations in paragraph 92 of the Complaint.

93. In response to the allegations contained in paragraph 93, the Town incorporates its responses to paragraphs 1-92 as if fully set forth herein.

94. The Town denies the allegations in paragraph 94 of the Complaint.

95. The Town denies the allegations in paragraph 95 of the Complaint.

96. The Town denies the allegations in paragraph 96 of the Complaint.

97. The Town denies the allegations in paragraph 97 of the Complaint.

98. The Town denies the allegations in paragraph 98 of the Complaint.

99. The Town denies the allegations in paragraph 99 of the Complaint.

100. In response to the allegations contained in paragraph 100, the Town incorporates its responses to paragraphs 1-99 as if fully set forth herein.

101. The allegations in paragraph 101 of the Complaint are legal conclusions to which no response is required.

102. The allegations in paragraph 102 of the Complaint are legal conclusions to which no response is required.

103. The allegations in paragraph 103 of the Complaint are legal conclusions to which no response is required.

104. The allegations in paragraph 104 of the Complaint are legal conclusions to which no response is required.

105. The Town denies the allegations in paragraph 105 of the Complaint, as pled.

106. The Town denies the allegations in paragraph 106 of the Complaint, as pled and insinuated.

107. The Town denies the allegations in paragraph 107 of the Complaint.

- 108. The Town denies the allegations in paragraph 108 of the Complaint.
- 109. The Town denies the allegations in paragraph 109 of the Complaint.
- 110. The Town denies the allegations in paragraph 110 of the Complaint.
- 111. The Town denies the allegations in paragraph 111 of the Complaint.
- 112. The Town denies the allegations in paragraph 112 of the Complaint.
- 113. The Town denies the allegations in paragraph 113 of the Complaint.
- 114. Any allegation not previously addressed and responded to herein above is denied.
- 115. The Town demands strict proof of all allegations asserted by plaintiff.

#### **SECOND DEFENSE**

116. The Town reserves the right to rely upon any and all affirmative defenses which become known through discovery and/or through evidence presented at trial including, and, without waiver at this time, the affirmative defenses of statute of limitations and failure to mitigate damages.

#### **THIRD DEFENSE**

117. The Town denies that the plaintiff was injured or damaged in the manner or to the extent alleged and demands strict proof of all damages and injuries claimed in this litigation.

#### **FOURTH DEFENSE**

118. The Town denies that the plaintiff suffered any violation of federally protected rights.

#### **FIFTH DEFENSE**

119. The Town denies that the Complaint sets forth facts which establish a cause of action against it.

### **JURY DEMAND**

120. The Town demands a trial by jury on all issues.

WHEREFORE, having answered the Complaint, the defendant, Town of Front Royal, Virginia, by counsel, prays that the Complaint be dismissed and that it be awarded costs expended, and such other and further relief as the court may deem appropriate in the matter.

Respectfully submitted,  
**TOWN OF FRONT ROYAL, VIRGINIA**  
By Counsel

/s/

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*Counsel for Defendant*

### **CERTIFICATE OF SERVICE**

I hereby certify that on the 29<sup>th</sup> day of January, 2021, I electronically filed the foregoing pleading with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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