

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF  
ALABAMA, SOUTHERN DIVISION**

<b>IFTIKHAR A. RANA,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>CASE NO.:</b>
	)	
<b>SOUTHERN NUCLEAR, a Subsidiary of</b>	)	
<b>SOUTHERN COMPANY,</b>	)	
	)	
<b>Defendants.</b>	)	

**COMPLAINT**

COMES NOW the Plaintiff, IFTIKHAR A. RANA, by and through his attorneys, and files herewith his complaint as follows:

**PARTIES**

1. Plaintiff, IFTIKHAR A. RANA, (hereinafter referred to as "Rana"), is an individual over the age of nineteen years and at all times pertinent to this complaint, was a resident of the Northern District of Alabama.

2. Defendant, SOUTHERN NUCLEAR, a Subsidiary of SOUTHERN COMPANY, (hereinafter referred to as "Southern Nuclear"), is, upon information and belief, an Alabama company and is licensed to do business in the State of Alabama with offices and facilities in the Northern District of Alabama.

**JURISDICTION AND VENUE**

3. Jurisdiction is proper in the Northern District of Alabama. Plaintiff and Defendant are residents of the Northern District of Alabama and the claims of the Plaintiff

present federal subject matter questions in accordance with 28 U.S.C.A. 1331 and the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967 (ADEA). Plaintiff duly filed a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and received a "right to sue letter" as required by the EEOC (See Exhibit 1).

**STATEMENT OF THE FACTS**

4. Plaintiff began work with the Defendant in July 1992.

5. At the time of Plaintiff's termination of employment on June 7, 2011, Plaintiff was over the age of 55 and held the position of Senior Engineer.

6. Plaintiff resigned his employment in lieu of termination on June 8, 2011, subject to an agreement entered into between Plaintiff, Plaintiff's supervisor, and Defendant's Human Resources representative.

7. The terms of the agreement with Defendant were that if Plaintiff were to resign then all Plaintiff's records to external sources, including prospective employers, would indicate that Plaintiff resigned from his job; and no derogatory or unfavorable comments would be communicated externally to any person.

8. Plaintiff's job duties dealt with access to restricted access facilities involving nuclear power and Plaintiff inquired about plant access and was assured by Defendant's representatives that Plaintiff would not be restricted in regards to plant access, nor would such information be communicated to any third party.

9. Defendant's representative agreed that should Plaintiff apply for unemployment benefits that Defendant would not oppose such application.

10. Based upon this agreement with Defendant, Plaintiff gave a written resignation of his employment on June 7, 2011, that states as follows: "I, Iftikhar A. Rana, resign my employment from Southern Nuclear, effective June 8, 2011, in lieu of termination."

11. Subsequent to resigning his employment, Defendant breached such the agreement in the following manner:

- Defendant opposed Plaintiff's application of unemployment benefits resulting in Plaintiff's denial of such benefits.
- Defendant has reported to one or more facilities involving nuclear power that Plaintiff is denied access to such facilities because of lack of trustworthiness and reliability in spite of the fact that Plaintiff had never been denied access at any facility nor been subject to any type of access review.
- Defendant, on one or more occasions, has reported to respective employers of Plaintiff that Plaintiff was denied access to nuclear facilities without escort because lack of trustworthiness and unreliability; a fact that was not true.
- Defendant reported adverse information regarding Plaintiff on Plaintiff's plant VOGTLE plant access database (PADS), reflecting unfavorable and unescorted access to termination impacting Plaintiff's trustworthiness and reliability.

12. As a result of the actions taken by the Defendant, Plaintiff has been denied employment opportunities within the nuclear industry for which he was well qualified and that but for the untrue allegations by the Defendant, such jobs would have been awarded to Plaintiff.

13. Specifically, Plaintiff was offered a job with DZ Atlantic, with a start date of November 28, 2011, that was ultimately denied because of Defendant's actions in the false

reporting to PADS, resulting in Plaintiff's denial to all Constellation Energy Nuclear Generation stations.

**COUNT ONE – Tortious Interference with business relations**

14. Plaintiff hereby incorporates by reference each of the allegations contained in paragraphs 1 through 13 above.

15. Plaintiff was offered a job with DZ Atlantic, which was withdrawn by that company because of Defendant's actions in falsely reporting unfavorable or unescorted access determination impacting Plaintiff's trustworthiness and reliability.

16. Defendant was aware of Plaintiff's experience and access in the nuclear industry at the time it made such false accusations regarding Plaintiff to a third party.

17. Defendant was aware that Plaintiff would be applying for jobs which would fit his experience and other qualifications, all of which would require unescorted access to nuclear facilities.

18. Plaintiff brought to Defendant's attention the fact that Plaintiff had been offered a job by DC Atlantic, and that Defendant's false report to PADS was resulting in the job offer being extended to Plaintiff being withdrawn if the false report to PADS was not removed by Defendant.

19. Despite Plaintiff bringing this matter to Defendant's attention, Defendant failed and refused to withdraw its false report regarding Plaintiff resulting in the job offer by DZ Atlantic being withdrawn for Plaintiff.

20. Defendant's actions were wanton, spiteful and/or malicious towards Plaintiff. Defendant had no legitimate purpose in interfering with Plaintiff's employment opportunities with DZ Atlantic.

21. Plaintiff has been substantially damaged by Defendant's action, suffering loss of pay, benefits, and mental anguish.

**COUNT TWO – Breach of Contract**

22. Plaintiff hereby incorporates by reference each of the allegations contained in paragraphs 1 through 21 above.

23. On June 7, 2011, Plaintiff and Defendant entered into an agreement concerning Plaintiff's termination. 24. Defendant willfully, intentionally and maliciously violated each of the terms of its agreement with the Plaintiff, despite the fact that Plaintiff honored the terms of his agreement with the Defendant.

25. In consideration of the above referenced terms and by resigning his employment, rather than disputing the basis for Defendant's stated intent to terminate Plaintiff's employment, Plaintiff relied to his detriment on the representations of the Defendant. 28. As a result of Defendant's willful, intentional, negligent and/or malicious violation of the contract between the Plaintiff and Defendant, Plaintiff has been damaged, suffering loss of unemployment benefits as well as employment opportunities, specifically DZ Atlantic, which has resulted in loss of pay, benefits and mental anguish.

**COUNT THREE – Defamation**

26. Plaintiff hereby incorporates by reference each of the allegations contained in paragraphs 1 through 25 above.

27. Defendant libeled Plaintiff by the publishing of the false and malicious report of lack of trustworthiness and reliability denying plant access to nuclear facilities and Defendant filed documents to a third party, PADS, resulting in the finding that Plaintiff was denied unescorted access to nuclear facilities as a direct result of false and fabricated reporting by Defendant to such agency(ies).

28. Defendant libeled and/or slandered and/or otherwise defamed Plaintiff's character and reputation, particularly in the employment context with third parties, including prospective employers, by communicating to such individuals that Plaintiff was terminated and/or was otherwise unreliable and untrustworthy, which was false and fabricated, as Defendant was aware that Plaintiff had resigned his employment.

29. As a result of Defendant's false and malicious actions, Plaintiff has been subjected to disgrace, withdrawal of employment opportunities, and otherwise damaged because of Defendant's malicious conduct.

30. Defendant made these false and malicious publications and cannot assert truth as defense, as Defendant knowingly and willfully failed to report to external third party sources that Plaintiff resigned his employment, instead falsely reporting matters that led to Plaintiff being denied access to nuclear facilities, which in effect denied Plaintiff employment within his experience, education and qualifications.

31. As a result of Defendant's willful and intentional defamation of Plaintiff's character, Plaintiff has been damaged, suffering loss of pay, benefits and mental anguish.

**COUNT FOUR: Violation of Title VII of the Civil Rights Act of 1964 (Title VII)**

32. Plaintiff hereby incorporates by reference each of the allegations contained in paragraphs 1 through 31 above.

33. Plaintiff was denied continued employment opportunities and Defendant interfered with Plaintiff's efforts to seek employment in his chosen field of nuclear engineering due to his national origin (Pakistani) and religion (Muslim).

34. As a result of Defendant's willful and intentional discrimination as to national origin and religion, Plaintiff has been damaged, suffering loss of pay, benefits and mental anguish.

**COUNT FIVE: Violation of the Age Discrimination in Employment Act of 1967 (ADEA)**

35. Plaintiff hereby incorporates by reference each of the allegations contained in paragraphs 1 through 34 above.

36. Plaintiff was denied continued employment opportunities and Defendant interfered with Plaintiff's efforts to seek employment in his chosen field of nuclear engineering due to his age.

37. As a result of Defendant's willful and intentional discrimination as to his age, Plaintiff has been damaged, suffering loss of pay, benefits and mental anguish.

**PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff prays for the following relief:

- A. Back pay, nominal damages, special damages, front pay, compensatory and punitive damages;
- B. Any and all statutory damages due in accordance with the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967 (ADEA)
- C. Attorneys' fees and costs; and,
- D. Any different or additional relief as may be determined by the Court to which Plaintiff is entitled.

Respectfully submitted,

/s/ E. Kirk Wood

E. Kirk Wood, Esq.  
Wood Law Firm, LLC  
P. O. Box 382434  
Birmingham, Alabama 35238-2434  
Telephone: (205) 612-0243  
Facsimile: (866) 747-3905  
ekirkwood1@bellsouth.net

**JURY TRIAL DEMAND**

Plaintiffs hereby demand a trial by struck jury on all issues so triable.

/s/ E. Kirk Wood

E. Kirk Wood, Esq.



**PLEASE SERVE DEFENDANT VIA CERTIFIED MAIL WITH A COPY OF THE  
SUMMONS AND COMPLAINT AS FOLLOWS:**

SOUTHERN NUCLEAR  
c/o CSC Lawyers Incorporation Svc, Inc.  
150 South Perry Street  
Montgomery, AL 36104

EEOC Form 161 (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Iftikhar Ahmed Rana  
c/o E. Kirk Wood, Esq.  
WOOD LAW FIRM LLC  
Post Office Box 382434  
Birmingham, Alabama 35238-2434

From: Birmingham District Office  
Ridge Park Place  
Suite 2000  
1130 22nd Street, South  
Birmingham, Alabama 35205

On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.	EEOC Representative	Telephone No.
420 2012 00531	Leon P. Jones, Investigator	(205) 212-2141

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with the EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state) \_\_\_\_\_

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS from your receipt of this Notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

  
Delner Franklin-Thomas  
Director

8/21/2012  
(Date Mailed)

Enclosure(s)

cc: Sharon Dawkins  
Labor Relations Coordinator  
SOUTHERN NUCLEAR OPERATING COMPANY, INC.  
Post Office Box 1295  
Birmingham, Alabama 35201-1295

Enclosure with EEOC  
Form 161 (11/09)

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10 -- not 12/1/10** -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**IFTIKHAR A. RANA,** )  
 )  
 **Plaintiff,** )  
 )  
 **v.** )  
 )  
 **SOUTHERN NUCLEAR, a Subsidiary** )  
 **of SOUTHERN COMPANY,** )  
 )  
 **Defendant.** )

**CIVIL ACTION NO.  
2:12-cv-03912-AKK**

**ANSWER**

Defendant Southern Nuclear Operating Company, Inc. (“Southern Nuclear” or “Defendant”) answers the allegations in Plaintiff Iftikhar Rana’s Complaint as follows:

**PARTIES**

1. Admitted, based on information and belief.
2. Admitted, except that Southern Nuclear is a Delaware Corporation.

**JURISDICTION AND VENUE**

3. Admitted that jurisdiction and venue are proper in the Northern District of Alabama. Denied that all of Plaintiff’s federal claims were submitted to the EEOC.

**STATEMENT OF THE FACTS**

4. Admitted.

5. Admitted.
6. Denied.
7. Denied.
8. Denied.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Denied.

**COUNT ONE –**  
**TORTUOUS INTERFERENCE WITH BUSINESS RELATIONS**

14. Defendant reasserts and incorporates its responses to paragraphs 1-13 of the Complaint as if fully set forth herein.

15. Denied.
16. Denied.
17. Denied.
18. Denied.
19. Denied.
20. Denied.
21. Denied.

**COUNT TWO – BREACH OF CONTRACT**

22. Defendant reasserts and incorporates its responses to paragraphs 1-21 of the Complaint as if fully set forth herein.

23. Denied.

24. Denied.

25. Denied.

28.[sic]Denied.

**COUNT THREE – DEFAMATION**

26. Defendant reasserts and incorporates its responses to paragraphs 1-28 [sic] of the Complaint as if fully set forth herein.

27. Denied

28. Denied.

29. Denied.

30. Denied.

31. Denied.

**COUNT FOUR – VIOLATION OF TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964 (TITLE VII)**

32. Defendant reasserts and incorporates its responses to paragraphs 1-31 of the Complaint as if fully set forth herein.

33. Denied.

34. Denied.

**COUNT FIVE – VIOLATION OF THE AGE DISCRIMINATION  
IN DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)**

35. Defendant reasserts and incorporates its responses to paragraphs 1-34 of the Complaint as if fully set forth herein.

36. Denied.

37. Denied.

Defendant denies that Plaintiff is entitled to any of the relief requested in the “Prayer for Relief” on Page 8 of the Complaint or requested elsewhere in the Complaint.

**AFFIRMATIVE DEFENSES**

1. Except as specifically admitted herein, Defendant denies each and every allegation of the Complaint and demands strict proof thereof, denies that it is liable to Plaintiff in any respect, and denies that Plaintiff is entitled to any of the relief requested in the Complaint.

2. To the extent Plaintiff has failed to satisfy the administrative prerequisites, jurisdictional or otherwise, to maintaining some or all of the claims asserted, those claims are barred.

3. Some or all of the Plaintiff’s claims are barred or limited by the applicable statute of limitations.



4. Some or all of the Plaintiff's claims are barred by the doctrines of waiver, unclean hands, estoppel, and/or laches.

5. Defendant at all times acted in good faith and without discriminatory or retaliatory intent.

6. Any alleged discriminatory or retaliatory decisions by Defendant or its employees or agents would be contrary to its good faith efforts to comply with the law.

7. All of Defendant's decisions and actions were undertaken for legitimate, non-discriminatory, non-retaliatory reasons. Alternatively, Defendant's decisions and/or actions would have been undertaken even had the Plaintiff not been in the alleged protected status.

8. Defendant's actions were based on reasonable factors other than age.

9. On information and belief, Plaintiff has failed to mitigate his damages, if any.

10. To the extent the nature and scope of the Plaintiff's Complaint exceeds the scope of his charges filed with the EEOC, his claims are barred.

11. Defendant exercised reasonable care to prevent and correct promptly any discriminatory or harassing behavior in the workplace, including, but not limited to, having a well-established policy on equal employment and sexual harassment, having a well-established open door/grievance procedure, and

providing complainants with several avenues of redress. Plaintiff unreasonably failed to take advantage of the preventative and corrective measures provided by Defendant, including, but not limited to, by failing to file a complaint of harassment and/or by failing to notify management otherwise of any alleged discriminatory or harassing behavior.

12. Plaintiff's claims are barred in whole or in part by the doctrine of contributory or comparative negligence, in that the alleged damages sustained by Plaintiff were, at least in part, caused by the actions of the Plaintiff himself and resulted from Plaintiff's own negligence or resulted from some other superseding or intervening cause.

13. Plaintiff voluntarily and expressly assumed the risk of any and all losses, damages, and injuries of which he now complains.

14. Any damages which Plaintiff may have suffered, which Defendant continues to deny, were the direct and proximate result of the acts or omission of third parties over whom Defendant had no control.

15. Defendant did not authorize, condone, or ratify any alleged conduct or statements.

16. Defendant avers that the wrongs and damages alleged in the Complaint were caused solely by the acts and/or omission of persons and/or entities for whom or which Defendant is not responsible, including the Plaintiff's.

17. Plaintiff's claims are barred by the doctrine of *in pari delicto*.

18. To the extent Defendant interfered with Plaintiff's contract or business relations, which it denies, any such interference was justified.

19. Some or all of Plaintiff's claims are barred by the defense of truth.

20. Some or all of Plaintiff's claims are barred under the substantial truth doctrine.

21. Defendant was privileged to make the alleged statements.

22. Some or all of Plaintiff's claims are barred because Plaintiff consented to Defendant's actions.

23. Some or all of Plaintiff's claims are barred by accord and satisfaction.

24. Defendant pleads acquiescence on the part of Plaintiff.

25. The amount of any compensatory or punitive damage award that Plaintiff might recover from Defendant is subject to 42 U.S.C. § 1981a, Alabama Code § 6-11-20 et seq., or other applicable caps on damages.

26. Plaintiff's claims for punitive damages violate the Defendant's United States and Alabama constitutional protection from, including without limitation, excessive fines, cruel and unusual punishment, denial of due process, and denial of equal protection of the law.

27. Plaintiff's claims for punitive damages are barred further because the acts, if any, and omissions, if any, of the Defendant, which are specifically denied,

fail to rise to the level required to sustain an award of punitive damages; were trivial and isolated; were not motivated by evil intent or discrimination; do not evidence a malicious, oppressive, or fraudulent intent to deny Plaintiff his protected rights or to harass or to otherwise discriminate against Plaintiff; and are not so wanton or willful as to support an award of punitive damages.

28. Defendant did not act recklessly or with indifference to the federally protected rights of Plaintiff. Hence, Plaintiff cannot recover punitive damages against Defendant.

29. Defendant is not liable for punitive damages because the individuals who allegedly committed the acts and omissions alleged in the Complaint were not employed in such a capacity that their actions may be imputed to the Defendant.

30. To the extent Plaintiff is seeking liquidated damages such damages are barred in whole or in part because Defendant acted in good faith and nonrecklessly believed that any act or omission giving rise to such claims was not a violation of the ADEA.

31. Plaintiff's claims are limited because any alleged non-compliance with the ADEA by Defendant was not willful.

32. Defendant reserves the right to supplement its Answer to raise additional factual and legal defenses as they may become known through discovery and during the proceedings in this case.

WHEREFORE, Defendant prays that judgment be entered in its favor and against the Plaintiff and that the Plaintiff be assessed with the costs and attorney's fees associated with this case and such other and further relief as the Court may deem appropriate.

*s/ Ginny B. Willcox*

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One of the Attorneys for Defendant,  
Southern Nuclear Operating Company

**OF COUNSEL:**

Brent T. Cobb (COB020)  
Ginny B. Willcox (WIL408)  
BALCH & BINGHAM LLP  
Post Office Box 306  
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Email: [bcobb@balch.com](mailto:bcobb@balch.com)  
Email: [gwillcox@balch.com](mailto:gwillcox@balch.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing and/or that a copy of the foregoing has been served upon the following by placing a copy of same in the United States mail, properly addressed and postage prepaid, on this the 26th day of December, 2012:

E. Kirk Wood, Esq.  
Wood Law Firm, LLC  
P.O. Box 382434  
Birmingham, Alabama 35238-2434

*s/ Ginny B. Willcox*  
\_\_\_\_\_  
OF COUNSEL



5. Admitted.
6. Denied.
7. Denied.
8. Denied.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Denied.

**COUNT ONE –**  
**TORTUOUS INTERFERENCE WITH BUSINESS RELATIONS**

14. Defendant reasserts and incorporates its responses to paragraphs 1-13 of the Complaint as if fully set forth herein.

15. Denied.
16. Denied.
17. Denied.
18. Denied.
19. Denied.
20. Denied.
21. Denied.



**COUNT TWO – BREACH OF CONTRACT**

22. Defendant reasserts and incorporates its responses to paragraphs 1-21 of the Complaint as if fully set forth herein.

23. Denied.

24. Denied.

25. Denied.

28.[sic]Denied.

**COUNT THREE – DEFAMATION**

26. Defendant reasserts and incorporates its responses to paragraphs 1-28 [sic] of the Complaint as if fully set forth herein.

27. Denied

28. Denied.

29. Denied.

30. Denied.

31. Denied.

**COUNT FOUR – VIOLATION OF TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964 (TITLE VII)**

32. Defendant reasserts and incorporates its responses to paragraphs 1-31 of the Complaint as if fully set forth herein.

33. Denied.

34. Denied.

**COUNT FIVE – VIOLATION OF THE AGE DISCRIMINATION  
IN DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)**

35. Defendant reasserts and incorporates its responses to paragraphs 1-34 of the Complaint as if fully set forth herein.

36. Denied.

37. Denied.

Defendant denies that Plaintiff is entitled to any of the relief requested in the “Prayer for Relief” on Page 8 of the Complaint or requested elsewhere in the Complaint.

**AFFIRMATIVE DEFENSES**

1. Except as specifically admitted herein, Defendant denies each and every allegation of the Complaint and demands strict proof thereof, denies that it is liable to Plaintiff in any respect, and denies that Plaintiff is entitled to any of the relief requested in the Complaint.

2. To the extent Plaintiff has failed to satisfy the administrative prerequisites, jurisdictional or otherwise, to maintaining some or all of the claims asserted, those claims are barred.

3. Some or all of the Plaintiff's claims are barred or limited by the applicable statute of limitations.

4. Some or all of the Plaintiff's claims are barred by the doctrines of waiver, unclean hands, estoppel, and/or laches.

5. Defendant at all times acted in good faith and without discriminatory or retaliatory intent.

6. Any alleged discriminatory or retaliatory decisions by Defendant or its employees or agents would be contrary to its good faith efforts to comply with the law.

7. All of Defendant's decisions and actions were undertaken for legitimate, non-discriminatory, non-retaliatory reasons. Alternatively, Defendant's decisions and/or actions would have been undertaken even had the Plaintiff not been in the alleged protected status.

8. Defendant's actions were based on reasonable factors other than age.

9. On information and belief, Plaintiff has failed to mitigate his damages, if any.

10. To the extent the nature and scope of the Plaintiff's Complaint exceeds the scope of his charges filed with the EEOC, his claims are barred.

11. Defendant exercised reasonable care to prevent and correct promptly any discriminatory or harassing behavior in the workplace, including, but not limited to, having a well-established policy on equal employment and sexual harassment, having a well-established open door/grievance procedure, and

providing complainants with several avenues of redress. Plaintiff unreasonably failed to take advantage of the preventative and corrective measures provided by Defendant, including, but not limited to, by failing to file a complaint of harassment and/or by failing to notify management otherwise of any alleged discriminatory or harassing behavior.

12. Plaintiff's claims are barred in whole or in part by the doctrine of contributory or comparative negligence, in that the alleged damages sustained by Plaintiff were, at least in part, caused by the actions of the Plaintiff himself and resulted from Plaintiff's own negligence or resulted from some other superseding or intervening cause.

13. Plaintiff voluntarily and expressly assumed the risk of any and all losses, damages, and injuries of which he now complains.

14. Any damages which Plaintiff may have suffered, which Defendant continues to deny, were the direct and proximate result of the acts or omission of third parties over whom Defendant had no control.

15. Defendant did not authorize, condone, or ratify any alleged conduct or statements.

16. Defendant avers that the wrongs and damages alleged in the Complaint were caused solely by the acts and/or omission of persons and/or entities for whom or which Defendant is not responsible, including the Plaintiff's.

17. Plaintiff's claims are barred by the doctrine of *in pari delicto*.

18. To the extent Defendant interfered with Plaintiff's contract or business relations, which it denies, any such interference was justified.

19. The alleged agreement or contract made the basis of Plaintiff's Complaint is void for illegality and/or violation of public policy.

20. Some or all of Plaintiff's claims are barred by the defense of truth.

21. Some or all of Plaintiff's claims are barred under the substantial truth doctrine.

22. Alternatively, Defendant retracted any allegedly defamatory statements.

23. Defendant was privileged to make the alleged statements and did not act with actual malice.

24. Some or all of Plaintiff's claims are barred because Plaintiff consented to Defendant's actions.

25. Some or all of Plaintiff's claims are barred by accord and satisfaction.

26. Defendant pleads acquiescence on the part of Plaintiff.

27. Alternatively, Defendant pleads ratification on the part of Plaintiff.

28. Defendant asserts that any allegedly defamatory statements made by Defendant were not published as required by Alabama law.

29. The amount of any compensatory or punitive damage award that Plaintiff might recover from Defendant is subject to 42 U.S.C. § 1981a, Alabama Code § 6-11-20 et seq., or other applicable caps on damages.

30. Plaintiff's claims for punitive damages violate the Defendant's United States and Alabama constitutional protection from, including without limitation, excessive fines, cruel and unusual punishment, denial of due process, and denial of equal protection of the law.

31. Plaintiff's claims for punitive damages are barred further because the acts, if any, and omissions, if any, of the Defendant, which are specifically denied, fail to rise to the level required to sustain an award of punitive damages; were trivial and isolated; were not motivated by evil intent or discrimination; do not evidence a malicious, oppressive, or fraudulent intent to deny Plaintiff his protected rights or to harass or to otherwise discriminate against Plaintiff; and are not so wanton or willful as to support an award of punitive damages.

32. Defendant did not act recklessly or with indifference to the federally protected rights of Plaintiff. Hence, Plaintiff cannot recover punitive damages against Defendant.

33. Defendant is not liable for punitive damages because the individuals who allegedly committed the acts and omissions alleged in the Complaint were not employed in such a capacity that their actions may be imputed to the Defendant.

34. To the extent Plaintiff is seeking liquidated damages such damages are barred in whole or in part because Defendant acted in good faith and nonrecklessly believed that any act or omission giving rise to such claims was not a violation of the ADEA.

35. Plaintiff's claims are limited because any alleged non-compliance with the ADEA by Defendant was not willful.

36. Defendant reserves the right to supplement its Answer to raise additional factual and legal defenses as they may become known through discovery and during the proceedings in this case.

WHEREFORE, Defendant prays that judgment be entered in its favor and against the Plaintiff and that the Plaintiff be assessed with the costs and attorney's fees associated with this case and such other and further relief as the Court may deem appropriate.

/s/ Ginny B. Willcox

One of the Attorneys for Defendant  
Southern Nuclear Operating Company

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**CERTIFICATE OF SERVICE**

I hereby certify that I have electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing and/or that a copy of the foregoing has been served upon the following by placing a copy of same in the United States mail, properly addressed and postage prepaid, on this the 18th day of April, 2013:

E. Kirk Wood, Esq.  
Wood Law Firm, LLC  
P.O. Box 382434  
Birmingham, Alabama 35238-2434

*/s/ Ginny B. Willcox*

\_\_\_\_\_  
OF COUNSEL




**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>IFTIKHAR RANA,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>CIVIL ACTION NO.</b>
<b>v.</b>	)	<b>2:12-cv-3912-AKK</b>
	)	
<b>SOUTHERN NUCLEAR OPERATING COMPANY, INC.,</b>	)	<b>JOINT MOTION</b>
	)	
<b>Defendant.</b>	)	

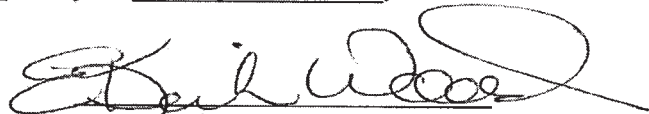
**JOINT STIPULATION OF DISMISSAL**

The parties, by and through their counsel, hereby give notice to the Court that they have stipulated and agreed that the lawsuit be dismissed with prejudice, costs taxed as paid.

Respectfully submitted this 28 th day of October, 2013

  
 Attorney for Defendant,  
**Southern Nuclear Operating Co.,  
 Inc.**

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