

UNITED STATES DISTRICT COURT
for the
DISTRICT OF CONNECTICUT

BECKY McCLAIN,	:	Civil Action No. 3:06-CV-01795-VRB
	:	
Plaintiff	:	
	:	
v.	:	
	:	
PFIZER INC,	:	
	:	
Defendant	:	June 22, 2009
	:	

DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES

Defendant, Pfizer Inc (“Pfizer”), hereby provides its Answer and Special Defenses to the Amended Complaint dated February 16, 2007 as follows:

FIRST COUNT: (BREACH OF ORAL CONTRACT AS TO DEFENDANT PFIZER INC;
COMMON LAW WRONGFUL TERMINATION)

1. Defendant admits that while Plaintiff was employed with Defendant, Plaintiff’s records indicated that she was a resident of Deep River, Connecticut. Defendant has insufficient information to admit or deny the remaining allegations of Paragraph 1 and leaves Plaintiff to her proof.

2. Defendant denies the allegations in Paragraph 2 but admits that Defendant’s principal place of business is in New York and that Defendant maintains a facility in Groton, Connecticut.

3. Defendant admits that this action was originally filed in the Connecticut Superior Court, Judicial District of New London and was removed to this Court. Defendant denies the allegations in Paragraph 3 as this action was removed pursuant to 28 U.S.C. §§ 1441, 1446, and 1332.

4. Defendant admits that Plaintiff was employed by Defendant from August 1995 through May 26, 2005. Defendant has insufficient information to admit or deny the remaining allegations of Paragraph 4 and leaves Plaintiff to her proof.

5. Defendant admits that Plaintiff was hired by Defendant in August 1995 to work in Lincoln, Nebraska and was subsequently transferred to Groton, Connecticut. Defendant admits the second sentence of Paragraph 5. Defendant admits that in 2000, Plaintiff moved into Pfizer's Genetic Technologies department. The last sentence of Paragraph 5 contains allegations relating to the First Count, Plaintiff's breach of contract and common law wrongful termination claims, which were dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is required, Defendant denies the allegations in the last sentence of Paragraph 5.

6. Defendant admits the allegations in Paragraph 6.

7. Defendant admits that Plaintiff received positive performance reviews through 2002 but denies the remaining allegations in the first sentence of Paragraph 7. Defendant admits the last sentence in Paragraph 7.

8. Defendant admits that Plaintiff's 2000 annual performance review stated, "Becky showed initiative and risk-taking that directly led to solving the team's most challenging technical problem." Defendant avers that the document speaks for itself. Defendant has insufficient information to admit or deny the remaining allegations of Paragraph 8 and leaves Plaintiff to her proof.

9. Defendant admits the allegations in Paragraph 9 and avers that the document speaks for itself.

10. Defendant denies the allegations in Paragraph 10.

11. Defendant has insufficient information to admit or deny the allegations in Paragraph 11 but avers that Plaintiff reported in September 2002 that she noticed a noxious odor while working with a laminar hood and began to feel nauseated and developed a headache and dry mouth.

12. Defendant has insufficient information to admit or deny the first sentence of Paragraph 12 based on the vagueness of the word "ill" and leaves Plaintiff to her proof. Defendant admits the last sentence of Paragraph 12.

13. To the extent that Plaintiff makes allegations about an "illness," Defendant has insufficient information to admit or deny the allegations based on the vagueness of the word. Defendant admits that John Hambor wrote an e-mail in April 2003 to request an investigation. Defendant denies the remaining allegations in Paragraph 13.

14. Defendant admits the allegations in Paragraph 14 and avers that the document speaks for itself.

15. Defendant denies the allegations in Paragraph 15 and avers that the document speaks for itself.

16. Defendant admits that Plaintiff, a member of Defendant's Safety Committee, continued to report safety concerns. Defendant denies the remaining allegations in Paragraph 16.

17. Defendant denies the allegations in Paragraph 17.

18. Defendant admits that Plaintiff reported that she and John Hambor had an incident on February 4, 2003 which was documented and investigated. Defendant denies the remaining allegations in Paragraph 18.

19. Defendant admits that in or about May 2003, Plaintiff continued to work in Lab B313 and requested a transfer. Defendant denies that she asked for a transfer "because of the

safety concerns and her ongoing illness.” Defendant has insufficient information to admit or deny the allegations in the second sentence of Paragraph 19 and leaves Plaintiff to her proof. Defendant admits the third sentence of Paragraph 19. Defendant denies the last sentence of Paragraph 19.

20. Defendant denies the first sentence of Paragraph 20 as Bill Blake did not work with a replication defective lentivirus in Lab B313 in 2003. Defendant admits that its safe laboratory practices require that all individuals working in the laboratory engage in safe laboratory practices, including using personal protective equipment while working in the laboratory and using the biosafety cabinets correctly. Defendant admits the last sentence of Paragraph 20 as Plaintiff was moved from Lab 313 into a different laboratory due to a department reorganization in or about December 2003.

21. Defendant admits that Plaintiff was given her 2003 annual performance review in or about January 2004. Defendant denies the remaining allegations of Paragraph 21.

22. Defendant admits that Plaintiff took a medical leave of absence from February 24, 2004 through June 24, 2004. Defendant denies that Plaintiff took a medical leave of absence from June 25, 2004 through October 2004. Defendant avers that sleep problems, insomnia, testing to rule out multiple sclerosis, and cervical disc disease were among the reasons stated for Plaintiff’s request for a medical leave of absence. Defendant has insufficient information to admit or deny the remaining allegations in the first sentence of Paragraph 22 and leaves Plaintiff to her proof. Defendant admits that Plaintiff was told that she would be placed on unpaid leave effective October 16, 2004 and would be deemed to have abandoned her job on October 26, 2004 if she did not return to work. Defendant denies the remaining allegations in Paragraph 22.

23. Paragraph 23 is comprised of allegations relating to the First Count, Plaintiff’s

breach of contract and common law wrongful termination claims, which was dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is required, Defendant denies the allegations in Paragraph 23 but avers that Defendant does not retaliate against employees who raise health and safety concerns.

24. Paragraph 24 is comprised of allegations relating to the First Count, Plaintiff's breach of contract and common law wrongful termination claims, which were dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is required, Defendant denies that Plaintiff was wrongfully discharged.

25. Paragraph 25 is comprised of allegations relating to the First Count, Plaintiff's breach of contract and common law wrongful termination claims, which were dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is required, Defendant denies that Plaintiff was wrongfully discharged.

SECOND COUNT: (Connecticut General Statutes § 31-51m)

1-25. Responses to Paragraphs 1-25 of the First Count of the Amended Complaint are incorporated as if fully set forth herein.

26. Defendant has insufficient information to admit or deny the allegations in Paragraph 26 and leaves Plaintiff to her proof.

27. Defendant admits that Plaintiff exhausted her administrative remedies with OSHA. Defendant denies the remaining allegations in Paragraph 27 and avers that the final decision was dated March 2, 2006 and that the September 27, 2006 decision was merely an explanation of the March 2, 2006 decision.

28. Defendant denies the allegations in Paragraph 28.

THIRD COUNT: (Connecticut General Statutes § 31-51q)

1-28. Responses to Paragraphs 1-28 of the Second Count of the Amended Complaint are incorporated as if fully set forth herein, except for Paragraphs 6-18 and the first sentence in Paragraph 19 as those paragraphs contain allegations relating to facts that occurred prior to October 11, 2003, which were dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is necessary, Defendant's responses to Paragraphs 1-28 of the Second Count are incorporated as if fully set herein.

29. Defendant denies the allegations in Paragraph 29.

30. Defendant denies the allegations in Paragraph 30.

31. Paragraph 31 contains allegations relating to facts that occurred prior to October 11, 2003, which were dismissed pursuant to this Court's March 7, 2008 Order. Specifically, any allegation related to a performance review prior to October 11, 2003 is improper and no response is necessary. To the extent that a response is required, Defendant denies that Plaintiff's performance appraisals were retaliatory. Defendant denies the remaining allegations in Paragraph 31.

32. Defendant denies the allegations in Paragraph 32.

FOURTH COUNT: (PROMISSORY ESTOPPEL)

1-27. Paragraphs 1-27 of the Fourth Count contain allegations relating to Plaintiff's promissory estoppel claim which was dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is necessary, Defendant's responses to Paragraphs 1-25 of the First Count are incorporated as if fully set herein and Defendant denies the allegations within Paragraphs 26-27 of the Fourth Count.

FIFTH COUNT: (DEFAMATION OF CHARACTER)

1-26 and 30. Paragraphs 1-26 and 30 of the Fifth Count contain allegations relating to Plaintiff's defamation of character claim which was dismissed pursuant to this Court's March 7, 2008 Order.¹ As such, no response is required. To the extent that a response is necessary, Defendant's responses to Paragraphs 1-25 of the First Count are incorporated as if fully set herein and Defendant denies the allegations within Paragraphs 26 and 30 of the Fifth Count.

SIXTH COUNT: (NEGLIGENT MISREPRESENTATION)

1-30. Paragraphs 1-30 of the Sixth Count contain allegations relating to Plaintiff's negligent misrepresentation claim which was dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is necessary, Defendant's responses to Paragraphs 1-25 of the First Count are incorporated as if fully set herein and Defendant denies the allegations within Paragraphs 26-30 of the Sixth Count.

SEVENTH COUNT: (FAILURE TO KEEP SAFE WORK ENVIRONMENT)

1-31. Paragraphs 1-31 contain allegations relating to Plaintiff's failure to keep a safe work environment claim which was dismissed pursuant to this Court's March 7, 2008 Order. As such, no response is required. To the extent that a response is necessary, Defendant's responses to Paragraphs 1-30 of the Sixth Count are incorporated as if fully set herein and Defendant denies the allegations within Paragraph 31 of the Seventh Count.

EIGHTH COUNT: (WILLFUL AND WANTON MISCONDUCT)

1-30. Responses to Paragraphs 1-30 of the Sixth Count of the Amended Complaint are incorporated as if fully set forth herein.

31. Defendant denies the allegations in Paragraph 31.

¹ There is no Paragraph 27, 28, or 29 in the Fifth Count.

32. Defendant denies the allegations in Paragraph 32.
33. Defendant denies the allegations in Paragraph 33.
34. Defendant denies the allegations in Paragraph 34.
35. Defendant denies the allegations in Paragraph 35.
36. Defendant denies the allegations in Paragraph 36.
37. Defendant denies the allegations in Paragraph 37.
38. Defendant denies the allegations in Paragraph 38.
39. Defendant denies the allegations in Paragraph 39.

AFFIRMATIVE DEFENSES²

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief can be granted as a matter of fact and/or law.

OTHER DEFENSES

AS AND FOR A FIRST DEFENSE

Any employment relationship that may have existed between Plaintiff and Defendant was at-will and Plaintiff could be terminated at any time, with or without cause.

² Defendant asserts the following affirmative and other defenses without assuming any burden of production or proof that it would not otherwise have.

AS AND FOR A SECOND DEFENSE

Plaintiff knowingly terminated her employment with Defendant by abandoning her position.

AS AND FOR A THIRD DEFENSE

At all times relevant hereto, Defendant acted in good faith and did not violate any rights which may be secured to the Plaintiff under any federal, state or local laws, rules, regulations, guidelines or common law.

AS AND FOR A FOURTH DEFENSE

Plaintiff's Complaint should be dismissed because all actions taken by Defendant with respect to Plaintiff were undertaken in good faith and for legitimate business reasons.

AS AND FOR A FIFTH DEFENSE

Plaintiff fails to state a claim in whole or in part upon which compensatory, punitive, attorney's fees, costs, and/or money damages may be awarded.

AS AND FOR A SIXTH DEFENSE

Plaintiff's claims are barred because the complained of conduct was not discriminatory or retaliatory.

AS AND FOR A SEVENTH DEFENSE

Defendant did not make any representations to Plaintiff which it knew or should have known to be false.

AS AND FOR AN EIGHTH DEFENSE

Defendant was under no legal obligation to hold Plaintiff's job open for her.

AS AND FOR A NINTH DEFENSE

Plaintiff's claims are barred by the exclusivity provisions of the workers' compensation statute.

AS AND FOR A TENTH DEFENSE

Defendant did not expose Plaintiff to human infectious agents, as alleged by Plaintiff.

AS AND FOR AN ELEVENTH DEFENSE

Defendant did not intend any harm to Plaintiff.

AS AND FOR A TWELFTH DEFENSE

Plaintiff did not suffer any damages attributable to any actions of Defendant.

AS AND FOR A THIRTEENTH DEFENSE:

Defendant made good faith efforts to comply with the anti-discrimination and anti-retaliation laws as to Plaintiff and is not liable for punitive damages.

AS AND FOR A FOURTEENTH DEFENSE

Plaintiff's claims for damages are barred or reduced by her failure to mitigate any alleged damages by using reasonable diligence to seek and obtain comparable employment.

AS AND FOR A FIFTEENTH DEFENSE

Defendant did not know or could not have known that, as a result of its conduct, Plaintiff would suffer emotional distress.

AS AND FOR A SIXTEENTH DEFENSE

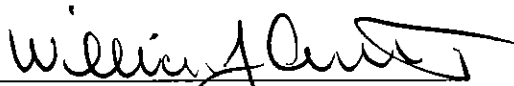
Plaintiff raised concerns related to her employment and personal medical issues.

AS AND FOR A SEVENTEENTH DEFENSE

Defendant reserves the right to amend its answer, to add additional or other

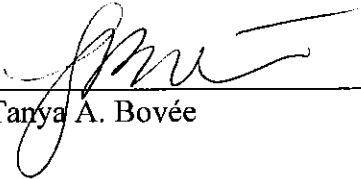
affirmative defenses, to delete or withdraw defenses, and to add other claims as they may become necessary after reasonable opportunity for appropriate discovery.

DEFENDANT,
PFIZER INC

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CERTIFICATION OF SERVICE

I hereby certify that on June 22, 2009, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.



Tanya A. Bovée

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