

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

OTIS AND FIONA OLMAN,

Plaintiffs,

v.

Case No. 8-16-CV-00637

FULL MOON SPORTS, INC.,
& BRUCE BELCHER
Defendants

**ANSWER AND COUNTERCLAIM
OF DEFENDANT FULL MOON SPORTS, INC.**

1. Admitted.
2. Defendant admits that it is incorporated in Delaware and that it has its principal place of business in Georgia. Defendant further admits that the Court has jurisdiction of Plaintiffs' ADEA claims. Defendant is without knowledge or information sufficient to admit or deny the remainder of Plaintiffs' jurisdictional allegations.
3. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 3.

Parties

4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

General Allegations

8. Admitted.
9. Defendant admits Olman became store manager in 2004 but denies the Jacksonville store was a marginally profitable business.
10. Admitted.
11. Denied insofar as Plaintiffs imply Olman was responsible for the Jacksonville store's increased profitability.

NOTICE
NUMBERING

RULE
8(b)(5)

RULE
8(b)(4)

12. Admitted.
13. Admitted.
14. Admitted.
15. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 15.
16. Admitted.
17. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 17.
18. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 18.
19. Denied.
20. Denied.
21. Admitted.
22. Admitted.
23. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 23, insofar as they are based on conversations between Belcher and Olman.
24. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 24, insofar as they are based on conversations between Belcher and Olman.
25. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 25, insofar as they are based on conversations between Belcher and Olman. Defendant admits Fiona Olman was terminated.
26. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 26, insofar as they are based on conversations between Belcher and Olman.
27. Denied.
28. Defendant admits that Olman wrote a letter to Full Moon's president and that Full Moon's president responded to the letter. Defendant admits that Full Moon terminated Olman. Defendant admits that Olman refused to sign a release. Defendant denies the remaining allegations of this paragraph to the extent they are inconsistent with the referenced documents.
29. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 29 insofar as they are based on conversations between Shockley and Olman. The remaining allegations are denied.

30. Defendant is without knowledge or information sufficient to admit or deny the allegations in paragraph 30.

COUNT ONE:

31. Defendant re-alleges its responses to paragraphs 8–30.
32. Defendant admits that Olman was 53 years of age when Defendant commenced its corporate downsizing. The remaining allegations are denied.
33. Defendant admits that Olman was replaced by a 32-year-old manager and later terminated. The remaining allegations are denied.
34. Denied.
35. Denied.
36. Denied.
37. Denied

COUNT TWO:

38. Defendant re-alleges its responses to paragraphs 8–30.
39. Defendant denies allegations that it violated the ADEA.
40. Denied.
41. Denied.

COUNT THREE:

42. Defendant re-alleges its responses to paragraphs 8–30.
43. Denied.

COUNT FOUR:

44. Defendant re-alleges its responses to paragraphs 8–30.
45. Denied.

COUNT FIVE:

46. Defendant re-alleges its responses to paragraphs 8-30.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.

COUNT SIX:

52. Defendant re-alleges its responses to paragraphs 8-30.
53. Denied.
54. Denied.
55. Denied.
56. Denied.
57. Denied.

COUNT SEVEN:

58. Defendant re-alleges its responses to paragraphs 8-30.
59. Denied.

FIRST AFFIRMATIVE DEFENSE

60. Full Moon based all employment decisions affecting the plaintiffs on reasonable factors other than age.

SECOND AFFIRMATIVE DEFENSE

61. Fiona Olman previously executed a release waiving all claims of liability against defendant Full Moon Sports, Inc.

**DEFENDANT'S COUNTERCLAIM FOR CONVERSION
AGAINST OTIS OLMAN**

RULE
8(a)(1)

62. The Court has supplemental jurisdiction of this counterclaim for conversion because it arises out the same occurrences alleged in Otis Olman's complaint, namely his termination by Full Moon and its reasons for his termination.
63. Early on the morning of March 6, 2015, prior to the opening of the Jacksonville store, Otis Olman was observed loading expensive kayaks and related equipment onto the vehicle of his son.
64. Subsequent review of store records indicates that neither Otis Olman nor his son paid the store for this merchandise, or otherwise made any record that this merchandise had been removed from store premises.
65. Based upon information and belief, Otis Olman has converted store merchandise on several occasions during the time he served as a store manager, including the occasion alleged in paragraphs 63-64.

Therefore, defendant Full Moon Sports, Inc. demands of Otis Olman compensatory damages, punitive damages, costs and attorney's fees.

Respectfully submitted,

Harrison Ames, Esq.

Lord, Howe & Mercy, P.A.
Counsel for Full Moon Sports, Inc.
[Additional information omitted]

April 19, 2016

[Certificate of Service omitted]