

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARKUS MEYENHOFER and
ANDREW RAGLAND,

Plaintiffs,

v.

LARSEN & TOUBRO INFOTECH LTD., and
LARSEN & TOUBRO INFOTECH LLC,

Defendants.

Case No. 1-19-cv-9349 (ajj)

**LARSEN & TOUBRO INFOTECH
LIMITED'S AND LARSEN &
TOUBRO INFOTECH LLC'S
ANSWER TO AMENDED
COMPLAINT**

Complaint Filed: October 9, 2019
Amended Complaint filed: December
19, 2019

DEFENDANTS LARSEN & TOUBRO INFOTECH LIMITED AND LARSEN & TOUBRO INFOTECH LLC'S ANSWER TO AMENDED COMPLAINT

Defendants Larsen & Toubro Infotech Limited and Larsen & Toubro Infotech LLC (collectively, "LTI") answer the Amended Complaint ("Complaint") as follows:

1. Defendants admit that Larsen & Toubro Infotech Limited is an Indian company that provides information technology ("IT") software and other consulting services to clients in the United States and internationally, and that Larsen & Toubro Infotech LLC is a wholly owned subsidiary of Larsen & Toubro Infotech Limited, but denies the remainder of the allegations in paragraph 1, inclusive of all subparts.

2. Defendants deny the allegations in paragraph 2.

3. Defendants lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 3 and deny them on that basis.

4. Defendants lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 4 and deny them on that basis.

5. Defendants admit the allegations in paragraph 5.

6. Defendants admit the allegations in paragraph 6.

7. Defendants state that paragraph 7 is a legal conclusion to which no response is necessary.

8. Defendants state that paragraph 8 is a legal conclusion to which no response is necessary.

9. Defendants state that most of the first sentence and portions of the rest of paragraph 9 are legal conclusions to which no response is necessary. Defendants deny the remainder of the allegations in paragraph 9, except admit that LTI has business

contacts in this District, and Ragland serviced Iconix Brand Group, Inc. in Manhattan prior to his termination.

10. Defendants deny the allegations in paragraph 10 except that LTI's revenue in the past fiscal year was over \$1.35 billion.

11. Defendants deny the allegations in paragraph 11 except admit that LTI contracts with companies for its services, sometimes staffs projects with existing employees and new hires if necessary, and when an employee's project comes to an end they are placed in an unallocated status.

12. Defendants deny the allegations in paragraph 12 except admit that LTI's workforce is comprised of both locally hired employees and expats.

13. Defendants deny the allegations in paragraph 13.

14. Defendants deny the allegations in paragraph 14 or lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 14 and deny them on that basis to the extent such allegations are not legal conclusions.

15. Defendants deny the allegations in paragraph 15 of the Complaint.

16. Defendants deny the allegations in paragraph 16 of the Complaint.

17. Defendants deny the allegations in paragraph 17 of the Complaint, except admit that a federal investigation has been initiated.

18. Defendants deny the allegations in paragraph 18 of the Complaint, except admit that federal agents executed a search warrant.

19. Defendants deny the allegations in paragraph 19 of the Complaint.

20. Defendants deny the allegations in paragraph 20 of the Complaint, except Defendants admit that LTI secures visas for some of its employees in the United States who are South Asian and/or Indian.

21. Defendants deny the allegations in paragraph 21 of the Complaint.

22. Defendants deny the allegations in paragraph 22 of the Complaint, except admit that LTI has an employee appraisal process, and that some of its managerial and

supervisory positions are filled by South Asians and Indians.

23. Defendants deny the allegations in paragraph 23 of the Complaint.

24. Defendants deny the allegations in paragraph 24 of the Complaint.

25. Defendants deny the allegations in paragraph 25 of the Complaint.

26. Defendants lack sufficient information to form a belief as to the truth of plaintiffs' allegations in paragraph 26 and deny them on that basis.

27. Defendants deny that Meyenhofer worked for LTI, admit that Meyenhofer was recruited by Employfy, admit the third sentence of paragraph 27 of the Complaint, and either deny the remainder of the allegations in paragraph 27 of the Complaint or lack sufficient information to form a belief as to the truth of the remainder of the allegations of paragraph 27 of the Complaint and deny them on that basis.

28. Defendants deny the allegations in paragraph 28 of the Complaint.

29. Defendants admit that Meyenhofer spent a few weeks at an LTI office in New Jersey, and worked at Broadridge thereafter. Defendants lack sufficient information to form a belief as to the truth of the remaining allegations in paragraph 29 of the Complaint and them on that basis.

30. Defendants deny the allegations in paragraph 30 of the Complaint.

31. Defendants deny the allegations in paragraph 31 of the Complaint.

32. Defendants deny the allegations in paragraph 32 of the Complaint.

33. Defendants deny the allegations in paragraph 33 of the Complaint.

34. Defendants deny the allegations in paragraph 34 of the Complaint, except admit that Meyenhofer was informed that his position with Broadridge would be coming to an end.

35. Defendants deny the allegations in paragraph 35 of the Complaint.

36. Defendants deny the allegations in paragraph 36 of the Complaint.

37. Defendants lack sufficient information to form a belief as to the allegations in paragraph 37 of the Complaint and deny them on that basis.

38. Defendants deny the allegations in paragraph 38 of the Complaint, except Defendants admit that LTI hired Ragland in January 2018 to service LTI client Iconix Brand Group, Inc.

39. Defendants deny the allegations in paragraph 39 of the Complaint except admit that Ragland reported to Pius Joseph and K Vishal Shivaswamy.

40. Defendants deny the allegations in paragraph 40 of the Complaint.

41. Defendants deny allegations in paragraph 41 of the Complaint.

42. Defendants deny the allegations in paragraph 42 of the Complaint.

43. Defendants deny the allegations in paragraph 43 of the Complaint except admit that LTI informed Ragland that the project for Iconix Brand Group would be coming to an end, he would become unallocated as a result and he would need to secure another position.

44. Defendants deny the allegations in paragraph 44 of the Complaint except admit that Ragland remained unallocated for several weeks.

45. Defendants deny the allegations in paragraph 45 of the Complaint, except admit that LTI terminated Ragland's employment on or about March 8, 2019.

46. Defendants deny LTI has discriminatory employment practices and deny that plaintiffs have standing to seek an injunction or other prospective relief. As to the remainder of the allegations in paragraph 46 of the Complaint, Defendants lack sufficient information to form a belief as to their truth and deny them on that basis.

47. Defendants deny the allegations in paragraph 47 of the Complaint.

48. Defendants deny the allegations in paragraph 48 of the Complaint.

49. Defendants deny the allegations in paragraph 49 of the Complaint.

50. Defendants deny the allegations in paragraph 50 of the Complaint.

51. Defendants deny the allegations in paragraph 51 of the Complaint.

52. Defendants deny the allegations in paragraph 52 of the Complaint.

53. Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants deny the allegations in paragraph 54 of the Complaint.

COUNT ONE

55. Defendants re-allege the allegations in paragraphs 1 through 54 as if fully set forth herein.

56. Defendants lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 56, except admit that plaintiffs purport to proceed as set forth therein.

57. Defendants deny the allegations in paragraph 57 of the Complaint.

58. Defendants deny the allegations in paragraph 58 of the Complaint.

59. Defendants deny the allegations in paragraph 59 of the Complaint.

60. Defendants deny the allegations in paragraph 60 of the Complaint.

COUNT TWO

61. Defendants re-allege the allegations in paragraphs 1 through 60 as if fully set forth herein.

62. Defendants lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 62, except admit that plaintiffs purport to proceed as set forth therein.

63. Defendants deny the allegations in paragraph 63 of the Complaint.

64. Defendants deny the allegations in paragraph 64 of the Complaint.

65. Defendants deny the allegations in paragraph 65 of the Complaint.

COUNT THREE

66. Defendants re-allege the allegations in paragraphs 1 through 65 as if fully set forth herein.

67. Defendants lack information sufficient to form a belief as to the truth of plaintiffs' allegations in paragraph 67, except admit that plaintiffs purport to proceed as set forth therein.

68. Defendants deny the allegations in paragraph 68 of the Complaint.

69. Defendants deny the allegations in paragraph 69 of the Complaint.

PRAYER FOR RELIEF

Defendants deny that plaintiffs and/or the purported class they seek to represent are entitled to any damages or relief and pray for judgment against plaintiffs as follows:

1. That plaintiffs recover nothing from their Amended Complaint;
2. For costs and legal fees of the suit herein;
3. For a declaration that plaintiffs lack standing to seek injunctive or other prospective relief; and

For such other and further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. Defendants allege that the Complaint, and each count contained therein, fails to state a claim for which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Lack of Standing)

2. Defendants allege that plaintiffs lack standing to prosecute one or more claims.

THIRD AFFIRMATIVE DEFENSE

(Statute of Limitations)

3. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitation, to the extent the class period exceeds the applicable limitations period for civil and/or administrative claims.

FOURTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative/Procedural Remedies)

4. Defendants allege that plaintiffs' claims are barred, in whole or in part, to the extent they failed to exhaust applicable administrative remedies or seek to pursue claims outside the scope of such charges.

FIFTH AFFIRMATIVE DEFENSE

(Mitigation/Offset)

5. Defendants allege that plaintiffs' claims are barred, in whole or in part, to the extent that any of them failed to mitigate damages and other alleged losses as required by law. Moreover, any such damages must be offset by the amount of any benefits any plaintiff has already received as provided by law.

SIXTH AFFIRMATIVE DEFENSE

(Lack of Proximate Cause)

6. Defendants allege that plaintiffs' injuries and damages, if any, were directly and proximately caused by the acts, omissions and/or negligence of plaintiffs and/or other persons and/or entities other than Defendants. Defendants have no control over such persons and/or entities, and the conduct of such persons and/or entities constitutes an intervening and superseding cause of the alleged injuries and damages.

SEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

7. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

(Frivolous Action)

8. Defendants allege that plaintiffs' claims are frivolous and without foundation in fact. Furthermore, this lawsuit is being pursued by plaintiffs in bad faith and for vexatious reasons and for the purpose of harassing Defendants. Accordingly, Defendants are entitled to recover their attorneys' fees and the appropriate costs and expenses in defending this action.

NINTH AFFIRMATIVE DEFENSE

(Good Faith)

9. Defendants allege that they implemented policies and programs prohibiting all forms of discrimination in good faith and with reasonable belief it did not, in any manner directly or indirectly, perform any act, or fail to perform any act, which would violate any of plaintiffs' alleged rights.

TENTH AFFIRMATIVE DEFENSE

(Laches)

10. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

ELEVENTH AFFIRMATIVE DEFENSE

(Workers' Compensation Exclusivity)

11. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the New York Workers' Compensation Act or another state's equivalent.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

12. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

(Waiver)

13. Defendants allege that plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

FOURTEENTH AFFIRMATIVE DEFENSE

(Business Reasons/Business Necessity)

14. Defendants allege that plaintiffs' claims are barred, in whole or in part, because the acts or omissions, if any, of Defendant were taken for legitimate, non-discriminatory reasons and/or in furtherance of legitimate business interests.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

15. Defendants allege that plaintiffs' claims fail to allege facts which if proven, would entitle plaintiffs to recover punitive damages against Defendants. Defendants also alleges that they acted in good faith. Recovery of any such punitive damages would violate applicable laws, including Defendants' due process.

SIXTEENTH AFFIRMATIVE DEFENSE

(After-Acquired Evidence)

16. Defendants allege that any recovery on plaintiffs' claims is barred, in whole or in part, due to the discovery of after-acquired evidence.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Failure To Utilize Internal Grievance Procedures)

17. Defendants allege that plaintiffs' claims are barred, in whole or in part, to the extent that any plaintiff failed to avail themselves of Defendants' internal complaint procedures.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Reasonable Care)

18. Defendants allege that plaintiffs' claims are barred, in whole or in part, because Defendants exercised reasonable care to prevent and correct any alleged discriminatory and/or retaliatory conduct, if any.

NINETEENTH AFFIRMATIVE DEFENSE

(Bona Fide Occupational Qualification)

19. Defendants allege that plaintiffs' claims are barred, in whole or in part, to the extent each decision at issue was made based on a bona fide occupational qualification.

TWENTIETH AFFIRMATIVE DEFENSE

(Mixed Motive)

20. Plaintiffs' claims and request for relief are barred in whole or in part to the extent they are subject to the mixed motive defense.

TWENTY FIRST AFFIRMATIVE DEFENSE

(No Class Action)

21. Plaintiffs are not entitled to certification of this action as a class action because the purported class is not so numerous that joinder of its members is impracticable, questions of law or fact are not common to the class, plaintiffs' claims are not typical of the claims or defenses of the purported class, plaintiffs will not fairly and adequately protect the interests of the class, and the requirements of Fed. R. Civ. P. 23(b) are not met in this case.

TWENTY SECOND AFFIRMATIVE DEFENSE

(Release/Arbitration)

22. Plaintiffs' claims are barred to the extent any plaintiff has released any claim or has agreed to arbitration of such claims.

Dated: January 27, 2021

LOEB & LOEB LLP
MICHELLE M. LA MAR
TERRY D. GARNETT
BRADLEY J. RABOIN

By: /s/ Michelle M. La Mar

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*Attorneys for Larsen & Toubro Infotech Ltd.
and Larsen & Toubro Infotech LLC*

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on all counsel of record by electronic service through the Clerk of the Court's CM/ECF filing system on January 27, 2021.

Dated: January 27, 2021

/s/ Michelle M. La Mar

Michelle M. La Mar