

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

KRUNALI PAREKH,

Plaintiff,

Index No. 155465/2018

-against-

DENTONS US LLP and ALTON DELANE, in his
individual and professional capacities,

Defendant.

DEFENDANT ALTON DELANE’S ANSWER AND AFFIRMATIVE DEFENSES

Defendant Alton Delane (“Mr. Delane”), by and through his undersigned attorneys, Kasowitz Benson Torres LLP, respectfully submits the following Answer to the Complaint of Krunali Parekh (“Ms. Parekh”) in the above-captioned action as follows:

PRELIMINARY STATEMENT

This action is a cynical and malicious attempt by Ms. Parekh and her attorneys to fabricate a narrative of sexual harassment through the use of lies, exaggerations, omissions and inflammatory language. At no time did Mr. Delane ever engage in unwelcome or harassing conduct toward Ms. Parekh. Documentary and electronic evidence, including Ms. Parekh’s emails and text messages, belie Ms. Parekh’s baseless allegations.

Ms. Parekh’s allegations that Mr. Delane subjected her to unwelcome attention will be disproved by the evidence. For instance, while Ms. Parekh claims Mr. Delane called her to request that she meet him at a sushi restaurant for a work “debriefing,” an email shows that it was Ms. Parekh who invited Mr. Delane to that sushi restaurant, indeed, on a Saturday night. Other e-mail and text message exchanges that Ms. Parekh makes only partial reference to, or which she blatantly distorts, evidence further lies. Further omissions from her narrative, such as an unprompted text message from Ms. Parekh to Mr. Delane attaching a photograph of herself in

a bikini, were intentional as they do not fit into her manufactured claims of harassment. Her claims are false and meritless.

Ms. Parekh and her attorney's references to the #MeToo movement in the Complaint are a contemptible attempt to misappropriate the legacy, struggle and suffering of women who have actually experienced sexual harassment. Mr. Delane rejects any such comparison. Ms. Parekh is a liar and an opportunist whose claims will fail.

SPECIFIC DENIALS¹

1. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 1 of the Complaint.
2. Mr. Delane denies the allegations contained in paragraph 2 of the Complaint.
3. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3 of the Complaint.
4. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 4 of the Complaint.
5. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Complaint.
6. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the Complaint.
7. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7 of the Complaint.

¹ Except as otherwise specifically admitted herein, Mr. Delane denies each and every allegation contained in the Complaint. The headings contained within the Complaint are not substantive allegations to which a response is required. To the extent a response is required, Mr. Delane denies the allegations.

JURISDICTION AND VENUE

8. The allegations contained in paragraph 8 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Mr. Delane denies the allegations contained in paragraph 8 of the Complaint.

9. The allegations contained in paragraph 9 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Mr. Delane denies the allegations contained in paragraph 9 of the Complaint.

10. The allegations contained in paragraph 10 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Mr. Delane denies the allegations contained in paragraph 10 of the Complaint.

11. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 11 of the Complaint.

12. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12 of the Complaint.

PARTIES

13. The allegations contained in paragraph 13 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Mr. Delane denies the allegations contained in paragraph 13 of the Complaint, except admits that Ms. Parekh is a female Business Development Specialist at Dentons US LLP (“Dentons”).

14. The allegations contained in paragraph 14 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14 of the Complaint.

15. Mr. Delane denies the allegations contained in paragraph 15 of the Complaint, except admits that he is a male and was the Managing Director of Dentons' Venture Technology Group.

FACTUAL ALLEGATIONS

16. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16 of the Complaint.

17. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17 of the Complaint.

18. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 18 of the Complaint.

19. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 19 of the Complaint.

20. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 20 of the Complaint, except admits that Ms. Parekh worked for Dentons as a Business Development Specialist for the Corporate Practice Group prior to and while working with the Venture Technology Group.

21. Mr. Delane denies the allegations contained in paragraph 21 of the Complaint that Ms. Parekh is "in the exclusive position of servicing a dual role." Mr. Delane admits that Ms. Parekh splits her time between the Corporate and Venture Technology Groups at Dentons.

22. Mr. Delane denies the allegations contained in paragraph 22 of the Complaint, except admits that Ms. Parekh assisted him with the development of pitches and collateral materials and managing the budget for the Venture Technology Group.

23. Mr. Delane denies the allegations contained in paragraph 23 of the Complaint,

and avers that Ms. Parekh assisted him with the development of marketing campaigns for the Venture Technology Group.

24. Mr. Delane denies the allegations contained in paragraph 24 of the Complaint, and avers that Ms. Parekh's primary role in the Venture Technology Group was to assist him with managing the events and sponsorships and to manage the logistics and administrative tasks associated with these events.

25. Mr. Delane denies the allegations contained in paragraph 25 of the Complaint.

26. Mr. Delane denies the allegations contained in paragraph 26 of the Complaint, except Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 26 of the Complaint to the extent Ms. Parekh is referencing her work outside of the Venture Technology Group.

27. Mr. Delane denies the allegations contained in paragraph 27 of the Complaint, except admits that he oversaw Ms. Parekh's work in the Venture Technology Group.

28. Mr. Delane denies the allegations contained in paragraph 28 of the Complaint.

29. Mr. Delane admits the allegations contained in paragraph 29 of the Complaint.

30. Mr. Delane denies the allegations contained in paragraph 30 of the Complaint

31. Mr. Delane denies the allegations contained in paragraph 31 of the Complaint.

32. Mr. Delane denies the allegations contained in paragraph 32 of the Complaint.

33. Mr. Delane denies the allegations contained in paragraph 33 of the Complaint.

34. Mr. Delane denies the allegations contained in paragraph 34 of the Complaint.

35. Mr. Delane denies the allegations contained in paragraph 35 of the Complaint.

36. Mr. Delane denies the allegations contained in paragraph 36 of the Complaint.

37. Mr. Delane denies the allegations contained in paragraph 37 of the Complaint.

38. Mr. Delane denies the allegations contained in paragraph 38 of the Complaint.

39. Mr. Delane denies the allegations contained in paragraph 39 of the Complaint.

40. Mr. Delane denies the allegations contained in paragraph 40 of the Complaint.

41. Mr. Delane denies the allegations contained in paragraph 41 of the Complaint.

42. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 42 of the Complaint.

43. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 43 of the Complaint.

44. Mr. Delane denies the allegations contained in paragraph 44 of the Complaint.

45. Mr. Delane denies the allegations contained in paragraph 45 of the Complaint.

46. Mr. Delane denies the allegations contained in paragraph 46 of the Complaint.

47. Mr. Delane denies the allegations contained in paragraph 47 of the Complaint.

48. Mr. Delane denies the allegations contained in paragraph 48 of the Complaint.

49. Mr. Delane denies the allegations contained in paragraph 49 of the Complaint.

50. Mr. Delane denies the allegations contained in paragraph 50 of the Complaint.

51. Mr. Delane denies the allegations contained in paragraph 51 of the Complaint.

52. Mr. Delane denies the allegations contained in paragraph 52 of the Complaint.

53. Mr. Delane denies the allegations contained in paragraph 53 of the Complaint, except admits that he and Ms. Parekh attended a holiday party for CSC on or about December 5, 2017.

54. Mr. Delane denies the allegations contained in paragraph 54 of the Complaint.

55. Mr. Delane denies the allegations contained in paragraph 55 of the Complaint.

56. Mr. Delane admits the allegations contained in paragraph 56 of the Complaint.

- 57. Mr. Delane denies the allegations contained in paragraph 57 of the Complaint.
- 58. Mr. Delane denies the allegations contained in paragraph 58 of the Complaint.
- 59. Mr. Delane denies the allegations contained in paragraph 59 of the Complaint.
- 60. Mr. Delane denies the allegations contained in paragraph 60 of the Complaint.
- 61. Mr. Delane denies the allegations contained in paragraph 61 of the Complaint.
- 62. Mr. Delane denies the allegations contained in paragraph 62 of the Complaint.
- 63. Mr. Delane denies the allegations contained in paragraph 63 of the Complaint.
- 64. Mr. Delane denies the allegations contained in paragraph 64 of the Complaint.
- 65. Mr. Delane denies the allegations contained in paragraph 65 of the Complaint.
- 66. Mr. Delane denies the allegation contained in paragraph 66 of the Complaint that

Ms. Parekh was tasked with running an event on April 27, 2018. Mr. Delane admits the remaining allegations contained in paragraph 66 of the Complaint.

- 67. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 67 of the Complaint.
- 68. Mr. Delane denies the allegations contained in paragraph 68 of the Complaint.
- 69. Mr. Delane denies the allegations contained in paragraph 69 of the Complaint.
- 70. Mr. Delane denies the allegations contained in paragraph 70 of the Complaint.
- 71. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 71 of the Complaint.
- 72. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 72 of the Complaint.
- 73. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 73 of the Complaint.

74. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 74 of the Complaint.

75. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 75 of the Complaint.

76. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 76 of the Complaint.

77. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 77 of the Complaint.

78. Mr. Delane denies and/or denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 78 of the Complaint.

79. Mr. Delane admits that Ms. Parekh and Mr. Delane were both present at an event on the date in question, but denies and/or denies knowledge sufficient to form a belief as to the truth or falsity of the other allegations contained in paragraph 79 of the Complaint.

80. Mr. Delane denies the allegations contained in paragraph 80 of the Complaint.

81. Mr. Delane denies the allegations contained in paragraph 81 of the Complaint.

82. Mr. Delane denies the allegations contained in paragraph 82 of the Complaint.

83. Mr. Delane denies the allegations contained in paragraph 83 of the Complaint.

84. Mr. Delane denies the allegations contained in paragraph 84 of the Complaint.

85. Mr. Delane denies the allegations contained in paragraph 85 of the Complaint.

86. Mr. Delane denies the allegations contained in paragraph 86 of the Complaint.

87. Mr. Delane denies the allegations contained in paragraph 87 of the Complaint.

88. Mr. Delane denies the allegations contained in paragraph 88 of the Complaint.

89. Mr. Delane denies the allegations contained in paragraph 89 of the Complaint.

90. Mr. Delane denies the allegations contained in paragraph 90 of the Complaint.

91. Mr. Delane denies the allegations contained in paragraph 91 of the Complaint.

92. Mr. Delane denies the allegations contained in paragraph 92 of the Complaint.

93. Mr. Delane denies the allegations contained in paragraph 93 of the Complaint.

94. Mr. Delane denies the allegations contained in paragraph 94 of the Complaint.

95. Mr. Delane denies the allegations contained in paragraph 95 of the Complaint.

96. Mr. Delane denies the allegations contained in paragraph 96 of the Complaint.

97. Mr. Delane denies the allegations contained in paragraph 97 of the Complaint.

98. Mr. Delane denies the allegations contained in paragraph 98 of the Complaint.

99. Mr. Delane denies the allegations contained in paragraph 99 of the Complaint.

100. Mr. Delane denies the allegations contained in paragraph 100 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 100 of the Complaint.

101. Mr. Delane denies the allegations contained in paragraph 101 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 101 of the Complaint.

102. Mr. Delane denies the allegations contained in paragraph 102 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 102 of the Complaint.

103. Mr. Delane denies the allegations contained in paragraph 103 of the Complaint,

and avers that he accidentally texted Ms. Parekh the word “Refinery” when searching for texts with that term and immediately thereafter texted the words “Please disregard” to Ms. Parekh.

104. Mr. Delane denies the allegations contained in paragraph 104 of the Complaint.

105. Mr. Delane denies the allegations contained in paragraph 105 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her and/or made her feel unsafe at work. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 105 of the Complaint.

106. Mr. Delane denies the allegations contained in paragraph 106 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 106 of the Complaint, except admits that he spoke with Dentons on or about June 6, 2018.

107. Mr. Delane denies the allegations contained in paragraph 107 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed her. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 107 of the Complaint.

108. Mr. Delane denies the allegations contained in paragraph 108 of the Complaint to the extent Ms. Parekh alleges that he sexually harassed and/or acted inappropriately towards another employee at Dentons. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 108 of the Complaint.

109. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 109 of the Complaint.

110. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 110 of the Complaint.

111. Mr. Delane denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 111 of the Complaint.

FIRST CAUSE OF ACTION
(Discrimination in Violation of NYSHRL)
Against All Defendants

112. Mr. Delane repeats and realleges his responses to the allegations contained in paragraphs 1 through 112 with the same force and effect as if set forth fully herein.

113. Mr. Delane denies the allegations contained in paragraph 113 of the Complaint.

114. Mr. Delane denies the allegations contained in paragraph 114 of the Complaint.

SECOND CAUSE OF ACTION
(Discrimination in Violation of NYCHRL)
Against All Defendants

115. Mr. Delane repeats and realleges his responses to the allegations contained in paragraphs 1 through 115 with the same force and effect as if set forth fully herein.

116. Mr. Delane denies the allegations contained in paragraph 116 of the Complaint.

117. Mr. Delane denies the allegations contained in paragraph 117 of the Complaint.

118. Mr. Delane denies the allegations contained in paragraph 118 of the Complaint.

PRAYER FOR RELIEF

Mr. Delane denies that Ms. Parekh is entitled to any relief, whether injunctive, declaratory, monetary, compensatory, punitive, equitable, costs and/or fees relating to this matter, or in any other form sought by Ms. Parekh in her Prayer for Relief.

JURY DEMAND

Mr. Delane denies the Ms. Parekh is entitled to a trial by jury.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Ms. Parekh fails to state a claim for which relief can be granted.

Second Affirmative Defense

Ms. Parekh has not suffered legally cognizable damages.

Third Affirmative Defense

Ms. Parekh's claims are barred, in whole or in part, by the doctrine of consent

Fourth Affirmative Defense

All or some of Ms. Parekh's claims are barred in that Ms. Parekh, by reason of her own conduct and actions, has waived any right to assert the claims set forth in her Complaint.

Fifth Affirmative Defense

At all times relevant to this action, Mr. Delane acted lawfully and in good faith without intent to deny Ms. Parekh any rights whatsoever and without intent to discriminate or harass on the basis of sex, gender, or any other unlawful reason.

Sixth Affirmative Defense

Ms. Parekh has failed to state a claim for the recovery of punitive damages upon which relief may be granted.

Seventh Affirmative Defense

Ms. Parekh cannot demonstrate severe and pervasive conduct that altered the terms and conditions of her employment.

Eighth Affirmative Defense

Ms. Parekh's claims are barred, in whole or in part, by the equitable doctrines of estoppel, laches, and/or unclean hands.

Ninth Affirmative Defense

Ms. Parekh deprived Defendants the opportunity to conduct a full and complete investigation and take prompt remedial action.

Tenth Affirmative Defense

Ms. Parekh's own conduct caused, in whole or in part, whatever damages she purports to have suffered.

Eleventh Affirmative Defense

Ms. Parekh's claims are barred, in whole or in part, because the conduct alleged in the Complaint is not more than petty slights and trivial inconveniences.

Twelfth Affirmative Defense

Ms. Parekh's are barred to the extent that she has failed to satisfy the administrative, statutory, and/or jurisdictional prerequisites for the commencement of this action.

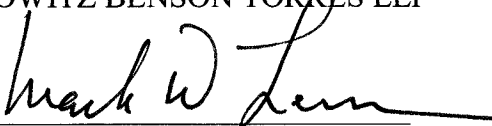
Reservation of Rights

Mr. Delane intends to rely upon any other defense that may become available during the proceedings in this case, and hereby reserves his right to amend the Answer to assert such defense(s).

WHEREFORE, Mr. Delane respectfully requests that this Court enter judgment dismissing Ms. Parekh's claims against Mr. Delane in their entirety.

Dated: New York, New York
July 23, 2018

KASOWITZ BENSON TORRES LLP

By: 

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