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11 TATA AMERICA INTERNATIONAL  
CORPORATION, a New York corporation;  
12 TATA CONSULTANCY SERVICES, LTD.,  
an Indian Corporation; and TATA SONS,  
13 LTD., an Indian Corporation

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA

16  
17 GOPI VEDACHALAM and  
KANGANA BERI, on behalf of  
18 themselves and all others similarly  
situated,

19 Plaintiffs,

20 v.

21 TATA AMERICA  
22 INTERNATIONAL  
CORPORATION, a New York  
23 corporation; TATA  
CONSULTANCY SERVICES,  
24 LTD., an Indian Corporation; and  
TATA SONS, LTD., an Indian  
25 Corporation,

26 Defendants.

CASE NO. C06-0963(VRW)

**ANSWER TO FIRST AMENDED  
CLASS ACTION COMPLAINT**

Date of Filing: February 18, 2010

1 Defendants Tata America International Corporation, Tata Consultancy  
2 Services, Ltd., and Tata Sons, Ltd. (collectively referred to as “TCS” or  
3 “Defendants”), by and through their attorneys, Kelley Drye & Warren LLP, answer  
4 the First Amended Class Action Complaint dated June 5, 2006 (“Complaint”) as  
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Defendants admit that Tata Consultancy Services, Ltd., and Tata  
8 Sons, Ltd., are Indian corporations headquartered in Mumbai, India, and that Tata  
9 America International Corporation is their U.S. Subsidiary but otherwise deny the  
10 allegations contained in paragraph 1 of the Complaint.

11 2. Defendants deny the allegations contained in the first sentence of  
12 paragraph 2 of the Complaint on the grounds that the allegations state a legal  
13 conclusion to which no response is necessary, and Defendants deny that the amount  
14 of damages claimed by the proposed Classes exceeds \$5,000,000. Defendants deny  
15 that the purported Nationwide Classes each exceed 100 members, deny knowledge  
16 or information as to the citizenship of the purported class members, except admit  
17 that Tata America International Corporation is a citizen of New York. Defendants  
18 deny that the purported California Classes exceed 100 members, deny knowledge  
19 or information as to the citizenship of other purported members of the Classes,  
20 except admit that Tata America International Corporation is a New York  
21 corporation.

22 3. Defendants deny the allegations contained in paragraph 3 of the  
23 Complaint on the grounds that the allegations state a legal conclusion to which no  
24 response is necessary.

25 4. Defendants deny the allegations contained in the first sentence of  
26 paragraph 4 of the Complaint on the grounds that the allegations state a legal  
27 conclusion to which no response is necessary. Defendants deny the merit of any  
28

1 claims arising out of acts allegedly occurring in this District, except admit that TCS  
2 conducts business in this District and employs individuals in California.

3 **SUMMARY OF CLAIMS**

4 5. Defendants deny the allegations contained in paragraph 5 of the  
5 Complaint.

6 6. Defendants deny the allegations contained in paragraph 6 of the  
7 Complaint, and deny that any class exists, except admit that Plaintiffs purport to be  
8 members of and represent a nationwide class, as described in paragraph 6 of the  
9 Complaint.

10 7. Defendants deny the allegations contained in paragraph 7 of the  
11 Complaint, except admit that Plaintiffs purport to allege, on behalf of themselves  
12 and a class, that TCS did not pay them gross wages, and purport to seek the relief  
13 sought in paragraph 7. Defendants affirmatively state that any restitution of unjust  
14 enrichment that is sought is improper, as Plaintiffs' claim of unjust enrichment was  
15 dismissed pursuant to the Court's Order, dated February 4, 2010.

16 8. Defendants deny the allegations contained in paragraph 8 of the  
17 Complaint and deny that any class exists.

18 9. Defendants deny the allegations contained in paragraph 9 of the  
19 Complaint.

20 10. Defendants deny the allegations contained in paragraph 10 of the  
21 Complaint.

22 11. Defendants deny the allegations contained in paragraph 11 of the  
23 Complaint.

24 12. Defendants deny the allegations contained in paragraph 12 of the  
25 Complaint.

26 **THE PARTIES**

27 13. Defendants deny knowledge or information sufficient to form a  
28 belief as to the truth of the allegations contained in the first sentence of paragraph

1 13 of the Complaint. Defendants deny the allegations contained in the second  
2 sentence of paragraph 13 on the grounds that it states a legal conclusion, to which  
3 no response is necessary. Defendants deny the allegations contained in the  
4 remainder of paragraph 13 of the Complaint, except admit the allegation that  
5 Plaintiff Vedachalam began working for Tata Consultancy Services in Bangalore,  
6 India in 1997; admit that in April 2000 Tata Consultancy Services deputed  
7 Mr. Vedachalam to the United States; and admit the allegation that Mr.  
8 Vedachalam worked from 2000 to 2003 in Hayward, California as a TCS project  
9 manager for Target.

10 14. Defendants deny knowledge or information sufficient to form a  
11 belief as to the truth of the allegations contained in the first sentence of paragraph  
12 14 of the Complaint. Defendants deny the allegation contained in the second  
13 sentence of paragraph 14 of the Complaint on the grounds that it states a legal  
14 conclusion, to which no response is necessary. Defendants deny the remainder of  
15 the allegations contained in paragraph 14 of the Complaint, except admit the  
16 allegation that Defendant Beri began working for TCS in New Delhi, India in 2001  
17 and admit that in April 2003 Ms. Beri was deputed to the United States.

18 15. Defendants deny the allegations contained in paragraph 15 of the  
19 Complaint, except admit that Tata America's principal place of business is in New  
20 York, New York, and affirmatively state that Defendant Tata Consultancy Services,  
21 Ltd. operates in certain locations in the State of California and the United States.

22 16. Defendants deny the allegations contained in paragraph 16 of the  
23 Complaint, except admit that Defendant Tata Consultancy Services, Ltd. is an  
24 Indian corporation with its principal place of business in Mumbai, India.

25 17. Defendants admit the allegations contained in paragraph 17 of the  
26 Complaint.

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1                   **STATEMENT OF FACTS APPLICABLE TO ALL CLAIMS**

2           **A.    TCS's Deputation of Its Employees to the United States**

3           18.       Defendants deny the allegations contained in paragraph 18 of the  
4 Complaint.

5           19.       Defendants deny the allegations contained in paragraph 19 of the  
6 Complaint.

7           20.       Defendants deny the allegations contained in paragraph 20 of the  
8 Compliant, except admit that certain TCS employees in the United States are  
9 granted visas.

10          21.       Defendants deny the allegations contained in paragraph 21 of the  
11 Complaint and refer the Court to the referenced agreement for a complete and  
12 accurate statement of its terms.

13          22.       Defendants deny the allegations contained in paragraph 22 of the  
14 Complaint and refer the Court to the referenced agreement for a complete and  
15 accurate statement of its terms.

16          23.       Defendants deny the allegations contained in paragraph 23 of the  
17 Complaint.

18           **B.    TCS's Operations**

19          24.       Defendants deny the allegations contained in paragraph 24 of the  
20 Complaint, except admit that TCS is an information technologies  
21 outsourcing/consulting company, whose parent company is Tata Sons; admit that  
22 Tata America is a U.S. subsidiary of TCS; and admit that Tata America has offices  
23 in the specifically identified locations listed in paragraph 24 of the Complaint.

24          25.       Defendants deny knowledge or information sufficient to form a  
25 belief as to the truth of the allegations contained in paragraph 25 of the Complaint.

26                   **CLASS ALLEGATIONS**

27          26.       Defendants deny the allegations contained in paragraph 26 of the  
28 Compliant, deny that any class exists, and further deny that the requirements for

1 formation of such a class have been met under Fed. R. Civ. P. 23(a), (b)(2), and  
2 (b)(3).

3 **II. NATIONWIDE CLASSES**

4 **A. Nationwide Class A**

5 27. Defendants deny the allegations contained in paragraph 27 of the  
6 Complaint, and deny that any class exists.

7 28. Defendants deny the allegations contained in paragraph 28 of the  
8 Complaint and refer the Court to the referenced agreement for a complete and  
9 accurate statement of its terms.

10 29. Defendants deny the allegations contained in paragraph 29 of the  
11 Complaint.

12 30. Defendants deny the allegations contained in paragraph 30 of the  
13 Complaint, refer the Court to the referenced documents for a complete and accurate  
14 statement of their contents, and affirmatively state that Plaintiff Vedachalam was  
15 paid all amounts that were due and owed to him.

16 31. Defendants deny the allegations contained in paragraph 31 of the  
17 Complaint.

18 32. Defendants deny the allegations contained in paragraph 32 of the  
19 Complaint.

20 33. Defendants deny that TCS has any obligation to pay Beri any sums  
21 and accordingly denies the allegations in paragraph 33 of the Complaint.

22 34. Defendants deny the allegations contained in paragraph 34 of the  
23 Complaint and affirmatively state that the plaintiffs were paid all amounts due and  
24 owed to them.

25 35. Defendants deny the allegations contained in paragraph 35 of the  
26 Complaint.

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1           **B.     Nationwide Class B**

2           36.       Defendants deny the allegations contained in paragraph 36 of the  
3 Complaint, and deny that any class exists.

4           37.       Defendants deny the allegations contained in paragraph 37 of the  
5 Complaint, except admit that Plaintiff Vedachalam was paid on a monthly basis.

6           38.       Defendants admit the allegations contained in paragraph 38 of the  
7 Complaint.

8           39.       Defendants deny the allegations contained in paragraph 39 of the  
9 Complaint.

10          40.       Defendants deny the allegations contained in paragraph 40 of the  
11 Complaint, refer the Court to the referenced document for a complete and accurate  
12 statement of its content, and admit that Plaintiff Vedachalam received tax refund  
13 checks issued in plaintiff's name and endorsed those refund checks over to TCS.

14          41.       Defendants deny the allegations contained in paragraph 41 of the  
15 Complaint.

16          42.       Defendants deny the allegations contained in paragraph 42 of the  
17 Complaint.

18          43.       Defendants deny the allegations contained in paragraph 43 of the  
19 Complaint, except admit that TCS received tax refund checks from certain  
20 employees, endorsed for TCS's benefit, and affirmatively state that Plaintiffs were  
21 paid all amounts due and owed to them.

22          44.       Defendants deny the allegations contained in paragraph 44 of the  
23 Complaint, but affirmatively state that Plaintiff Vedachalam has been paid all  
24 amounts due and owed to him.

25          45.       Defendants deny the allegations contained in paragraph 45 of the  
26 Complaint.

27          46.       Defendants deny the allegations contained in paragraph 46 of the  
28 Complaint.

1           47.           Defendants deny the allegations contained in paragraph 47 of the  
2 Complaint.

3           **C.    Suitability Of The Nationwide Classes for Certification**

4           48.           Defendants deny the allegations contained in paragraph 48 of the  
5 Complaint.

6           49.           Defendants deny the allegations contained in paragraph 49 of the  
7 Complaint.

8           50.           Defendants deny the allegations contained in paragraph 50 of the  
9 Complaint.

10          51.           Defendants deny the allegations contained in paragraph 51 of the  
11 Complaint.

12          52.           Defendants deny the allegations contained in paragraph 52 of the  
13 Complaint.

14          53.           Defendants deny the allegations contained in paragraph 53 of the  
15 Complaint.

16           **III.   CALIFORNIA CLASSES**

17           **A.    California Class A**

18          54.           Defendants deny the allegations contained in paragraph 54 of the  
19 Complaint, and deny that any class exists.

20          55.           Defendants deny the allegations contained in paragraph 55 of the  
21 Complaint.

22          56.           Defendants deny the allegations contained in paragraph 56 of the  
23 Complaint.

24          57.           Defendants deny the allegations contained in paragraph 57 of the  
25 Complaint.

26          58.           Defendants deny the allegations contained in paragraph 58 of the  
27 Complaint.

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1           59.           Defendants deny the allegations contained in paragraph 59 of the  
2 Complaint.

3           60.           Defendants deny the allegations contained in paragraph 60 of the  
4 Complaint.

5           **B.       California Class B**

6           61.           Defendants deny the allegations contained in paragraph 61 of the  
7 Complaint, and deny that any class exists.

8           62.           Defendants deny the allegations contained in paragraph 62 of the  
9 Complaint.

10          63.           Defendants deny the allegations contained in paragraph 63 of the  
11 Complaint, except admit that for a period of time Plaintiff Beri worked for TCS  
12 under the title Assistant Systems Engineer.

13          64.           Defendants deny the allegations contained in paragraph 64 of the  
14 Complaint.

15          **C.       California Class C**

16          65.           Defendants deny the allegations contained in paragraph 65 of the  
17 Complaint, and deny that any class exists.

18          66.           Defendants deny the allegations contained in paragraph 66 of the  
19 Complaint.

20          67.           Defendants deny the allegations contained in paragraph 67 of the  
21 Complaint.

22          68.           Defendants deny the allegations contained in paragraph 68 of the  
23 Complaint.

24          69.           Defendants deny the allegations contained in paragraph 69 of the  
25 Complaint.

26          70.           Defendants deny the allegations contained in paragraph 70 of the  
27 Complaint.  
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1 Plaintiffs' third claim for relief for unjust enrichment.

2 **CAUSES OF ACTION UNDER OTHER STATE LAWS**

3 104. Defendants deny the allegations contained in paragraph 104 of the  
4 Complaint, and affirmatively state that any claims for conversion or unjust  
5 enrichment were dismissed, pursuant to the Court's Order, dated February 4, 2010.

6 **FOURTH CLAIM FOR RELIEF**

7 **VIOLATION OF CAL. LABOR CODE § 221**

8 **(By Plaintiffs on behalf of themselves and proposed California Class A)**

9 105. Defendants reallege and incorporate by reference their responses to  
10 paragraphs 1 through 104 of the Complaint, as if set forth fully herein.

11 106. Defendants deny the allegations contained in paragraph 106 of the  
12 Complaint, deny that a class exists, and deny that the requirements for class  
13 formation have been established.

14 107. Defendants deny the allegations contained in paragraph 107 of the  
15 Complaint, deny that a class exists and deny that the requirements for class  
16 formation have been established. Defendants affirmatively state that any proposed  
17 class period begins from February 14, 2002, pursuant to the Court's Order, dated  
18 February 4, 2010, which states that a claim for violation of Cal. Labor Code §221 is  
19 subject to a four year statute of limitations, and, as such, held that "the statute of  
20 limitations bars any claim accruing before February 14, 2002 for Vedachalam and  
21 any causes of action accruing before June 5, 2002 for Beri."

22 108. Defendants deny the allegations contained in paragraph 108 of the  
23 Complaint and refer the Court to California Labor Code § 221 for a complete and  
24 accurate statement of its content.

25 109. Defendants deny the allegations contained in paragraph 109 of the  
26 Complaint and refer the Court to California Labor Code § 1171.5(a) for a complete  
27 and accurate statement of its content.

28

1 110. Defendants deny the allegations contained in paragraph 110 of the  
2 Complaint.

3 111. Defendants deny that Plaintiffs are entitled to any relief requested  
4 in paragraph 111 of the Complaint.

5 **FIFTH CLAIM FOR RELIEF**

6 **VIOLATION OF CAL. WAGE ORDER NO. 4; CAL. LABOR CODE**

7 **§§ 510, 1194**

8 **(By Plaintiff Beri on behalf of herself and proposed California Class B)**

9 112. Defendants reallege and incorporate by reference their responses to  
10 paragraphs 1 through 111 of the Complaint, as if set forth fully herein.

11 113. Defendants deny the allegations contained in paragraph 113 of the  
12 Complaint and Defendants affirmatively state that, pursuant to the Court's Order,  
13 dated February 4, 2010, the proposed class period for Defendant Beri's claims  
14 begins on June 5, 2002.

15 114. Defendants deny the allegations contained in paragraph 114 of the  
16 Complaint on the grounds that the allegations state a legal conclusion to which no  
17 response is necessary.

18 115. Defendants deny the allegations contained in paragraph 115 of the  
19 Complaint.

20 116. Defendants deny the allegations contained in paragraph 116 of the  
21 Complaint.

22 117. Defendants deny the allegations contained in paragraph 117 of the  
23 Complaint.

24 118. Defendants deny that Plaintiffs are entitled to any relief requested  
25 in paragraph 118 of the Complaint.

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**SIXTH CLAIM FOR RELIEF**

**VIOLATION OF CAL. LABOR CODE §§ 201-203**

**(By Plaintiff Beri on behalf of herself and proposed California Class C)**

119. Defendants reallege and incorporate by reference their responses to paragraphs 1 through 118 of the Complaint, as if set forth fully herein.

120. Defendants deny the allegations contained in paragraph 120 of the Complaint, deny that any class exists, and deny that the requirements for class formation have been established.

121. Defendants deny the allegations contained in paragraph 121 of the Complaint and deny that the proposed class time period for Plaintiff Beri and California Class C is from February 14, 2002, as stated in paragraph 121 of the Complaint. Defendants affirmatively state that, pursuant to the Court's Order, dated February 4, 2010, the proposed class period for California Class C claims arising under §§201-203 are subject to a three year statute of limitations, and, as such, the proposed class period for Defendant Beri begins on June 5, 2003.

122. Defendants deny the allegations contained in paragraph 122 of the Complaint and refer the Court to California Labor Code § 201(a) for a complete and accurate statement of its content.

123. Defendants deny the allegations contained in paragraph 123 of the Complaint and refer the Court to California Labor Code § 202(a) for a complete and accurate statement of its content.

124. Defendants deny the allegations contained in paragraph 124 of the Complaint and refer the Court to California Labor Code § 203 for a complete and accurate statement of its content.

125. Defendants deny the allegations contained in paragraph 125 of the Complaint and refer the Court to California Labor Code § 1171.5(a) for a complete and accurate statement of its content.







1 143. Defendants deny the allegations contained in paragraph 143 of the  
2 Complaint and refer the Court to California Labor Code § 1171.5(a) for a complete  
3 and accurate statement of its content.

4 144. Defendants deny the allegations contained in paragraph 144 of the  
5 Complaint related to a claim of violation of California Labor Code §226.  
6 Defendants need not make any response to Plaintiffs' claim for relief under  
7 California Labor Code §1174, as set out in paragraph 144 of the Complaint,  
8 because, pursuant to the Court's Order, dated February 4, 2010, the Court dismissed  
9 Plaintiffs' claim under that statute.

10 145. Defendants deny that Plaintiffs are entitled to any relief requested  
11 in paragraph 145 of the Complaint.

12 **NINTH CLAIM FOR RELIEF**

13 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS**

14 **CODE §17200**

15 **(By Plaintiffs on behalf of themselves and the proposed California**  
16 **Classes that they respectively represent)**

17 146. Defendants reallege and incorporate by reference their responses to  
18 paragraphs 1 through 145 of the Complaint, as if set forth fully herein.

19 147. Defendants deny the allegations contained in paragraph 147 of the  
20 Complaint, deny that any classes exist and deny that the requirements for class  
21 formation have been established.

22 148. Defendants deny the allegations contained in paragraph 148 of the  
23 Complaint.

24 149. Defendants deny the allegations contained in paragraph 149 of the  
25 Complaint.

26 150. Defendants deny the allegations contained in paragraph 150 of the  
27 Complaint.

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1 151. Defendants deny the allegations contained in paragraph 151 of the  
2 Complaint.

3 152. Defendants deny the allegations contained in paragraph 152 of the  
4 Complaint.

5 153. Defendants deny the allegations contained in paragraph 153 of the  
6 Complaint.

7 154. Defendants deny the allegations contained in paragraph 154 of the  
8 Complaint.

9 155. Defendants deny the allegations contained in paragraph 155 of the  
10 Complaint.

11 156. Defendants deny that Plaintiffs are entitled to any relief requested  
12 in paragraph 156 of the Complaint.

13 **RELIEF ALLEGATIONS**

14 157. Defendants deny the relief requested in paragraph 157 of the  
15 Complaint.

16 158. Defendants deny the relief requested in paragraph 158 of the  
17 Complaint.

18 159. Defendants deny the relief requested in paragraph 159 of the  
19 Complaint.

20 **PRAYER FOR RELIEF**

21 160. Defendants deny that Plaintiffs are entitled to any prayer for relief  
22 requested in paragraphs 160 through 167 of the Complaint.

23 **AFFIRMATIVE AND OTHER DEFENSES**

24 **AS AND FOR THEIR FIRST DEFENSE**

25 1. Plaintiffs fail to state a claim upon which relief may be granted.

26 **AS AND FOR THEIR SECOND DEFENSE**

27 2. Plaintiffs' claims are barred by the doctrine of waiver.  
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**AS AND FOR THEIR THIRD DEFENSE**

3. Plaintiffs' claims are barred by the doctrine of laches.

**AS AND FOR THEIR FOURTH DEFENSE**

4. Plaintiffs' claims are barred by the doctrine of estoppel.

**AS AND FOR THEIR FIFTH DEFENSE**

5. Defendants at all times acted in good faith.

**AS AND FOR THEIR SIXTH DEFENSE**

6. Some or all of Plaintiffs' claims are barred, in whole or in part, by applicable statutes of limitations.

**AS AND FOR THEIR SEVENTH DEFENSE**

7. Plaintiffs failed to mitigate any damages.

**AS AND FOR THEIR EIGHTH DEFENSE**

8. To the extent Plaintiffs suffered any damages, they were a contributory causes of said damages.

**AS AND FOR THEIR NINTH DEFENSE**

9. Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

**AS AND FOR THEIR TENTH DEFENSE**

10. Plaintiffs' claims are barred by the doctrine of ratification.

**AS AND FOR THEIR ELEVENTH DEFENSE**

11. Plaintiffs' claims are barred because plaintiffs have suffered no injury or damages.

**AS AND FOR THEIR TWELFTH DEFENSE**

12. Plaintiffs' claims are barred by the doctrine of impossibility.

**AS AND FOR THEIR THIRTEENTH DEFENSE**

13. Any injury or damages allegedly suffered by plaintiffs were caused by Plaintiffs' own voluntary actions.

1                                    **AS AND FOR THEIR FOURTEENTH DEFENSE**

2            14.            Plaintiffs' claims are barred because they have been paid all  
3 amounts due and owed to them.

4                                    **AS AND FOR THEIR FIFTEENTH DEFENSE**

5            15.            Defendants appropriately classified Plaintiffs as exempt from  
6 overtime pay under the California Labor Code.

7                                    **AS AND FOR THEIR SIXTEENTH DEFENSE**

8            16.            Defendants did not commit any unfair or unlawful acts toward  
9 Plaintiffs.

10                                  **AS AND FOR THEIR SEVENTEENTH DEFENSE**

11           17.           Plaintiffs' claims are barred because they voluntarily agreed to  
12 TCS's tax payment and refund program.

13                                  **AS AND FOR THEIR EIGHTEENTH DEFENSE**

14           18.           Plaintiffs' claims are barred, in whole or in part, due to the  
15 discovery of after-acquired evidence.

16                                  **AS AND FOR THEIR NINETEENTH DEFENSE**

17           19.           Plaintiffs' claims are barred, in whole or in part, by the doctrine of  
18 unclean hands.

19                                  **AS AND FOR THEIR TWENTIETH DEFENSE**

20           20.           Plaintiffs' claims are barred, in whole or in part, to the extent that  
21 any award in this action would constitute unjust enrichment or result in multiple  
22 recovery to Plaintiffs.

23                                  **AS AND FOR THEIR TWENTY-FIRST DEFENSE**

24           21.           Plaintiffs' claims are barred, in whole or in part, in that all  
25 conditions precedent to the Plaintiffs' alleged recovery have not occurred.

26                                  **AS AND FOR THEIR TWENTY-SECOND DEFENSE**

27           22.           Plaintiffs' claims are barred, in whole or in part, in that if any  
28 agreement existed between Plaintiffs and Defendants, any failure by any Defendant

1 to perform a condition, covenant or term of such agreement was the result of acts  
2 by Plaintiffs' and/or Plaintiffs' assignors which prevented and/or excused  
3 Defendants' performance.

4 **AS AND FOR THEIR TWENTY-THIRD DEFENSE**

5 23. Plaintiffs' claims are barred, in whole or in part, to the extent that  
6 Plaintiffs have failed to mitigate their damages and other alleged losses as required  
7 by law, and are otherwise offset by the amount of any pay or benefits received by  
8 Plaintiffs as provided by law.

9 **AS AND FOR THEIR TWENTY-FOURTH DEFENSE**

10 24. Plaintiffs' claims are barred, in whole or in part, to the extent  
11 Plaintiffs have failed to exhaust their administrative and/or procedural remedies  
12 with respect to their claims.

13 **AS AND FOR THEIR TWENTY-FIFTH DEFENSE**

14 25. Plaintiffs' claims are barred, in whole or in part, as a good faith  
15 dispute exists as to whether the amounts claimed by Plaintiffs are owed.

16 **PRAYER**

17 **WHEREFORE**, Defendants demand a trial by jury and pray that:

18 1. Plaintiffs' First Amended Complaint be dismissed in its entirety  
19 with prejudice, and that Plaintiffs take nothing by virtue of this action.

20 2. Defendants be awarded their attorneys' fees and costs of suit  
21 incurred herein; and

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

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Dated: February 18, 2010

LOEB & LOEB LLP

By: /s/ Michelle M. La Mar  
Michelle M. La Mar  
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AMERICA INTERNATIONAL  
CORPORATION; TATA  
CONSULTANCY SERVICES,  
LTD.; and TATA SONS, LTD

Dated: February 18, 2010

KELLEY DRYE & WARREN LLP

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INTERNATIONAL  
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CONSULTANCY SERVICES,  
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