

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JONATHAN COBB,

Plaintiff,

v.

GOOGLE, INC.; and  
WORKFORCELOGIC USA;

Defendant.

CASE NO. 1:08-CV-0483-MHS

**DEFENDANT WORKFORCELOGIC'S ANSWER TO PLAINTIFF'S  
FIRST AMENDED COMPLAINT AND AFFIRMATIVE DEFENSES**

Pursuant to Rule 12 of the Federal Rules of Civil Procedure, Defendant WorkforceLogic (“Defendant WorkforceLogic” or “WorkforceLogic”) hereby answers Plaintiff Jonathan Cobb’s (Plaintiff) First Amended Complaint and denies each and every allegation not specifically admitted herein. In response to the numbered paragraphs of Plaintiff’s Complaint, WorkforceLogic answers as follows:

1.

Answering paragraph 1 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the statement.

2.

Answering paragraph 2 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis, denies all of the allegations.

3.

Answering paragraph 3 of the First Amended Complaint, WorkforceLogic denies that “USA” is part of its business name but otherwise admits the allegations contained in this paragraph.

4.

Answering paragraph 4 of the First Amended Complaint, WorkforceLogic admits that the Court has jurisdiction over it. WorkforceLogic is ignorant of the truth or falsity of the allegations contained in paragraph 4 with respect to Defendant Google, Inc., and on that basis, denies those allegations. WorkforceLogic also denies each and every remaining allegation of paragraph 4 except as specifically admitted above.

5.

Answering paragraph 5 of the First Amended Complaint, WorkforceLogic admits that the Court has jurisdiction over it. WorkforceLogic is ignorant of the truth or falsity of the allegations contained

in paragraph 5 with respect to Defendant Google, Inc., and on that basis, denies those allegations. WorkforceLogic also denies each and every remaining allegation of paragraph 4 except as specifically admitted above.

6.

Answering paragraph 6 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

7.

Answering paragraph 7 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

8.

Answering paragraph 8 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

9.

Answering paragraph 9 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

10.

Answering paragraph 10 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

11.

Answering paragraph 11 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

12.

Answering paragraph 12 of the First Amended Complaint, WorkforceLogic admits that Plaintiff worked as a contractor at Google through WorkforceLogic beginning in 2006. WorkforceLogic is ignorant of the truth or falsity of the remaining allegations and on that basis, denies all of the allegations.

13.

Answering paragraph 13 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

14.

Answering paragraph 14 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

15.

Answering paragraph 15 of the First Amended Complaint, WorkforceLogic admits that Plaintiff completed certain information as part of his application for contractor work. Except as specifically admitted, WorkforceLogic is ignorant of the truth or falsity of the remaining allegations and on that basis denies those remaining allegations in this paragraph.

16.

Answering paragraph 16 of the First Amended Complaint, WorkforceLogic incorporates its answers in paragraphs 1 through 15 above in their entirety.

17.

Answering paragraph 17 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

18.

Answering paragraph 18 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

19.

Answering paragraph 19 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

20.

Answering paragraph 20 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

21.

Answering paragraph 21 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

22.

Answering paragraph 22 of the First Amended Complaint, WorkforceLogic denies that it “has acted in bad faith, has been stubbornly

litigious and has put Plaintiff to unnecessary trouble and expense.” WorkforceLogic also denies Plaintiff’s allegation that he is entitled to recover his reasonable attorneys’ fees and expenses of litigation.

23.

Answering paragraph 23 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

24.

Answering paragraph 24 of the First Amended Complaint, WorkforceLogic incorporates its answers in paragraphs 1 through 23 above in their entirety.

25.

Answering paragraph 25 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

26.

Answering paragraph 26 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

27.

Answering paragraph 27 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

28.

Answering paragraph 28 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

29.

Answering paragraph 29 of the First Amended Complaint, WorkforceLogic incorporates its answers in paragraphs 1 through 28 above in their entirety.

30.

Answering paragraph 30 of the First Amended Complaint, WorkforceLogic admits that it was retained by Google to hire individuals in Georgia and elsewhere to perform services benefiting Google, admits that Plaintiff applied, and that Plaintiff completed application papers. Except as specifically admitted, WorkforceLogic denies the remaining allegations of paragraph 30.



31.

Answering paragraph 31 of the First Amended Complaint, WorkforceLogic admits that Plaintiff completed application papers. Except as specifically admitted, WorkforceLogic is ignorant of the truth or falsity of the remaining allegations and on that basis denies each and every one of them.

32.

Answering paragraph 32 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations directed at Google and on that basis denies them. WorkforceLogic also denies the allegations to the extent they are directed at WorkforceLogic.

33.

Answering paragraph 33 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations directed at Google and on that basis denies them. WorkforceLogic also denies the allegations to the extent they are directed at WorkforceLogic.

34.

Answering paragraph 34 of the First Amended Complaint, WorkforceLogic denies that it has acted in bad faith, denies that it has been

stubbornly litigious and denies that it has put Plaintiff to unnecessary trouble and expense. WorkforceLogic also denies Plaintiff's allegation that he is entitled to recover his reasonable attorneys' fees and expenses of litigation. WorkforceLogic is ignorant of the truth or falsity of the allegations directed at Google and on that basis denies them.

35.

Answering paragraph 35 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations directed at Google and on that basis denies them. WorkforceLogic also denies the allegations to the extent they are directed at WorkforceLogic.

36.

Answering paragraph 36 of the First Amended Complaint, WorkforceLogic incorporates its answers in paragraphs 1 through 35 above in their entirety.

37.

Answering paragraph 37 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

38.

Answering paragraph 38 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

39.

Answering paragraph 39 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

40.

Answering paragraph 40 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

41.

Answering paragraph 41 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

42.

Answering paragraph 42 of the First Amended Complaint, WorkforceLogic incorporates its answers to paragraphs 1 through 41 above in their entirety.

43.

Answering paragraph 43 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

44.

Answering paragraph 44 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

45.

Answering paragraph 45 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

46.

Answering paragraph 46 of the First Amended Complaint, WorkforceLogic denies that it “has acted in bad faith, has been stubbornly litigious and has put Plaintiff to unnecessary trouble and expense.”

WorkforceLogic also denies Plaintiff's allegation that he is entitled to recover his reasonable attorneys' fees and expenses of litigation.

47.

Answering paragraph 47 of the First Amended Complaint, WorkforceLogic is ignorant of the truth or falsity of the allegations and on that basis denies each and every one of them.

**AFFIRMATIVE and ADDITIONAL DEFENSES**

Answering further, and by way of defense, WorkforceLogic states as follows:

1.

Plaintiff's First Amended Complaint fails to state a claim upon which relief may be granted to the extent that it fails to allege each and every element of each and every cause of action Plaintiff attempts to raise.

2.

WorkforceLogic acted at all times in good faith.

3.

To the extent that WorkforceLogic or any of WorkforceLogic's agents or employees engaged in any of the conduct that violated federal or state law, such actions were outside the scope of his/her employment, were contrary to

the policies and directives of WorkforceLogic, and not done in the furtherance of WorkforceLogic's business interests.

4.

There is no causal relationship between Plaintiff's allegations and any alleged damages.

5.

Plaintiff's claims are barred in whole or in part under the doctrine of laches.

6.

Plaintiff's claims are barred in whole or in part under the doctrine of waiver.

7.

Plaintiff's claims are barred in whole or in part under the doctrine of estoppel.

8.

Plaintiff's claims are barred in whole or in part under the doctrine of unclean hands.

9.

Plaintiff's claims for monetary relief and damages are barred to the extent that Plaintiff failed to mitigate his damages, if any.

10.

Plaintiff's claim for punitive damages is barred because WorkforceLogic did not engage in any conduct which would rise to the level required to sustain an award of punitive damages.

11.

Even assuming that Plaintiff's allegations were sufficient to warrant an award of punitive damages (and they are not), an award of punitive damages is precluded by Defendant's good faith efforts to comply with applicable law.

12.

To the extent that Plaintiff engaged in misconduct, violation of Company policies, or other conduct that would have resulted in his termination from employment, or would have precluded him from obtaining employment with Defendant, had Defendant discovered such conduct, Plaintiff is barred in whole or in part, from recovering a remedy.

13.

The applicable statute(s) of limitations, in whole or in part, may bar Plaintiff's claim.

14.

Plaintiff's claims are barred in whole or in part by Plaintiff's failure to exhaust available remedies and/or utilize WorkforceLogic's dispute resolution procedures.

15.

Plaintiff's claims are barred pursuant to applicable law pertaining to the ownership and assignment of confidential and proprietary information, including all inventions, by employees to employers as well as by agreement of same in the Temporary Employment Agreement for Non-Exempt Employees signed by Plaintiff.

16.

WorkforceLogic reserves the right to assert any additional affirmative defenses as established by the facts of this case.



17.

To the extent that any allegations contained in Plaintiff's Complaint have not been specifically addressed herein, Defendant denies each and every such allegation contained in Plaintiff's Complaint.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant WorkforceLogic respectfully requests that the Complaint be dismissed in its entirety with prejudice and that Defendant be awarded all costs and attorneys' fees incurred in the defense of this action and such further relief as the Court deems just and proper.

Respectfully submitted this 28th day of March 2008.

s/ Charlotte K. McClusky  
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***CERTIFICATE OF SERVICE***

I hereby certify that, on this 28th day of March 2008, I electronically filed a copy of the foregoing with the Clerk of the Court using the CM/ECF system which will provide notice to counsel of record.

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