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11 *Joseph Lonsdale*

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 ELISE CLOUGHERTY,
16 Plaintiff,

17 v.

18 JOSEPH LONSDALE
19 Defendant.

20 JOSEPH LONSDALE,
21 Counterclaimant

22 v.

23 ELISE CLOUGHERTY
24 Counter-Defendant.
25

Case No. 3:15-cv-00382-WHA

JOSEPH LONSDALE'S ANSWER

JURY DEMAND

CMC: Thursdays
Time: 11:00 a.m.
Courtroom: 8 (19th Floor)
Judge: Hon. William H. Alsup

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1 Defendant and Counterclaimant Joseph Lonsdale, by and through his undersigned
2 attorneys, files this Answer to Plaintiff and Counter-Defendant Elise Clougherty's Complaint, and
3 alleges as follows:

4 1. Mr. Lonsdale admits that he is a successful and well-known Silicon Valley
5 entrepreneur and venture capitalist who had a romantic relationship with Ms. Clougherty lasting
6 approximately from February 2012 to February 2013. Mr. Lonsdale admits that Ms. Clougherty
7 was an undergraduate student at Stanford University and is approximately nine years younger than
8 Mr. Lonsdale. Mr. Lonsdale denies the remaining allegations in paragraph 1.

9 2. Denied.

10 3. Denied.

11 4. Mr. Lonsdale denies that he imposed any "abuse" on Ms. Clougherty. Otherwise,
12 Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the allegations in
13 paragraph 4, and thus denies them.

14 5. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
15 allegations in paragraph 5, and thus denies them.

16 6. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
17 allegations in paragraph 6, and thus denies them.

18 7. No response is required of Mr. Lonsdale to the extent that the allegations in
19 paragraph 7 state conclusions of law. To the extent a response is necessary, Mr. Lonsdale lacks
20 knowledge or information sufficient to form a belief as to the allegations in paragraph 7, and thus
21 denies them.

22 8. No response is required of Mr. Lonsdale to the extent that the allegations in
23 paragraph 8 state conclusions of law. To the extent a response is necessary, Mr. Lonsdale admits
24 that he is an adult male who resides in San Mateo in the State of California and has resided in
25 California during all relevant times.

26 9. Admitted.

27 10. Admitted.

28 11. No response is required of Mr. Lonsdale to the extent that the allegations in

1 paragraph 11 state conclusions of law. Nonetheless, Mr. Lonsdale admits that there is diversity of
2 citizenship between Ms. Clougherty and Mr. Lonsdale and that she has alleged claims that exceed
3 \$75,000.

4 12. No response is required of Mr. Lonsdale because the allegations in paragraph 12
5 state conclusions of law.

6 13. No response is required of Mr. Lonsdale to the extent that the allegations in
7 paragraph 13 state conclusions of law. To the extent a response is required, Mr. Lonsdale admits
8 that he is a citizen and resident of California.

9 14. No response is required of Mr. Lonsdale to the extent that the allegations in
10 paragraph 14 state conclusions of law. This allegation is also moot as the Formation 8 entities
11 have been dismissed.

12 15. No response is required of Mr. Lonsdale because the allegations in paragraph 15
13 state conclusions of law.

14 16. No response is required of Mr. Lonsdale to the extent that the allegations in
15 paragraph 16 state conclusions of law. Nonetheless, Mr. Lonsdale admits that he resides in San
16 Mateo County.

17 17. Admitted.

18 18. Admitted.

19 19. Mr. Lonsdale admits that Ms. Clougherty graduated from Thomas Jefferson High
20 School for Science and Technology. Mr. Lonsdale lacks knowledge or information sufficient to
21 form a belief as to the remaining allegations in paragraph 19, and thus denies them.

22 20. Mr. Lonsdale admits that Ms. Clougherty is bright and that her physical appearance
23 is as described in paragraph 20. Mr. Lonsdale lacks knowledge or information sufficient to form a
24 belief as to the allegations regarding Ms. Clougherty's work for Ford Models in paragraph 20, and
25 thus denies them.

26 21. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
27 allegations in paragraph 21, and thus denies them.

28 22. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the

1 allegations in paragraph 22, and thus denies them.

2 23. Admitted.

3 24. Mr. Lonsdale admits that he is a 2003 graduate of Stanford University and that
4 while at Stanford he served as the Editor-in-Chief of the Stanford Review. Mr. Lonsdale denies
5 the remaining allegations in paragraph 24.

6 25. Mr. Lonsdale admits that he co-founded Palantir Technologies, a multi-billion
7 dollar software company. Mr. Lonsdale admits that he has been involved in numerous other
8 successful Internet start-ups, including PayPal, and has also worked for Clarium Capital, a global
9 macro hedge fund. Mr. Lonsdale denies the remaining allegations in paragraph 25.

10 26. Admitted.

11 27. Admitted.

12 28. Denied.

13 29. Mr. Lonsdale admits that that he served as a founding Chairman of the Seasteading
14 Institute, but lacks knowledge or information sufficient to form a belief as to the accuracy of the
15 source or the accuracy of the quoted language in Paragraph 29, and thus denies the remaining
16 allegations in Paragraph 29.

17 30. Admitted.

18 31. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
19 allegations in paragraph 31, and thus denies them.

20 32. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
21 allegations in paragraph 32, and thus denies them.

22 33. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
23 allegations in paragraph 33, and thus denies them.

24 34. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
25 allegations in paragraph 34, and thus denies them.

26 35. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
27 allegations in paragraph 35, and thus denies them.

28 36. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the

1 allegations in paragraph 36, and thus denies them.

2 37. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
3 allegations in paragraph 37, and thus denies them.

4 38. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
5 allegations in paragraph 38, and thus denies them.

6 39. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
7 allegations in paragraph 39, and thus denies them.

8 40. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
9 allegations in paragraph 40, and thus denies them.

10 41. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
11 allegations in paragraph 41, and thus denies them.

12 42. Mr. Lonsdale admits that he first met Ms. Clougherty over email in or around the
13 winter of 2010-11 when a mutual acquaintance introduced them and that they met in a bar in New
14 York City in or around January 2011. Mr. Lonsdale denies the remaining allegations in paragraph
15 42.

16 43. Mr. Lonsdale admits that he met Ms. Clougherty in Palo Alto in or around the
17 spring of 2011 and they corresponded afterwards about technology entrepreneurship and Internet
18 start-ups, among other topics. Mr. Lonsdale admits that in or around October 2011, Mr. Lonsdale
19 and Ms. Clougherty met at a bar in Palo Alto. Mr. Lonsdale denies the remaining allegations in
20 paragraph 43.

21 44. Mr. Lonsdale admits that he volunteered to serve as a mentor in a class called High
22 Technology Entrepreneurship. Mr. Lonsdale denies the remaining allegations in paragraph 44.

23 45. Mr. Lonsdale admits that Ms. Clougherty met Mr. Lonsdale at his Addepar office
24 on or about January 24, 2012. Mr. Lonsdale denies the remaining allegations in paragraph 45.

25 46. Denied.

26 47. Denied.

27 48. Denied.

28 49. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the

1 allegations in paragraph 49, and thus denies them.

2 50. Mr. Lonsdale admits that he learned Ms. Clougherty was planning to visit Europe
3 around the same time he would be visiting Europe and invited Ms. Clougherty to join him in
4 London and Rome in or around February or March 2012. Mr. Lonsdale denies the remaining
5 allegations in paragraph 50.

6 51. Mr. Lonsdale denies the allegations regarding the events in the hotel room. Mr.
7 Lonsdale lacks knowledge or information sufficient to form a belief as to the allegations regarding
8 what occurred in Spain in paragraph 51, and thus denies them.

9 52. Mr. Lonsdale admits that he continued to date Ms. Clougherty for months after the
10 trip to Rome, that he would sometimes visit her in her dorm room or pick her up and take her to
11 his house or to a hotel, sometimes for the entire weekend, and that they went on several trips
12 together. Mr. Lonsdale denies the remaining allegations in paragraph 52.

13 53. Denied.

14 54. Denied.

15 55. Denied.

16 56. Denied.

17 57. Denied.

18 58. Denied.

19 59. Mr. Lonsdale admits that Ms. Clougherty wrote Mr. Lonsdale numerous emails and
20 love letters. Mr. Lonsdale denies the remaining allegations in paragraph 59.

21 60. Denied.

22 61. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
23 allegations in paragraph 62, and thus denies them.

24 62. Denied.

25 63. Mr. Lonsdale admits that he and Ms. Clougherty went to a public park on or about
26 February 22, 2013. Mr. Lonsdale denies the remaining allegations in paragraph 63.

27 64. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
28 allegations in paragraph 64, and thus denies them.

1 65. Mr. Lonsdale denies that Ms. Clougherty suffered “trauma . . . at the hands of Mr.
2 Lonsdale. Mr. Lonsdale otherwise lacks knowledge or information sufficient to form a belief as to
3 the allegations in paragraph 65, and thus denies them.

4 66. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
5 allegations in paragraph 66, and thus denies them.

6 67. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
7 allegations in paragraph 67, and thus denies them.

8 68. Mr. Lonsdale lacks knowledge or information sufficient to form a belief as to the
9 allegations in paragraph 68, and thus denies them.

10 69. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
11 fully stated herein.

12 70. No response is required of Mr. Lonsdale to the extent that the allegations in
13 paragraph 70 state conclusions of law.

14 71. Denied.

15 72. Denied.

16 73. Denied.

17 74. Denied.

18 75. Denied.

19 76. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
20 fully stated herein.

21 77. Denied.

22 78. Denied.

23 79. Denied.

24 80. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
25 fully stated herein.

26 81. No response is required of Mr. Lonsdale to the extent that the allegations in
27 paragraph 81 state conclusions of law.

28 82. No response is required of Mr. Lonsdale to the extent that the allegations in

1 paragraph 82 state conclusions of law. To the extent a response is required, Mr. Lonsdale admits
2 that he and Ms. Clougherty dated between February 2012 and February 2013.

3 83. Denied.

4 84. Denied.

5 85. Denied.

6 86. Denied.

7 87. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
8 fully stated herein.

9 88. No response is required of Mr. Lonsdale because the allegations in paragraph 88
10 state conclusions of law.

11 89. Denied.

12 90. Denied.

13 91. Denied.

14 92. Denied.

15 93. Denied.

16 94. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
17 fully stated herein.

18 95. No response is required of Mr. Lonsdale because the allegations in paragraph 95
19 state conclusions of law.

20 96. Denied.

21 97. Denied.

22 98. Denied.

23 99. Denied.

24 100. Denied.

25 101. Denied.

26 102. Denied.

27 103. Denied.

28 104. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if

1 fully stated herein.

2 105. Denied.

3 106. Denied.

4 107. Denied.

5 108. Denied.

6 109. Denied.

7 110. Denied.

8 111. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
9 fully stated herein.

10 112. Denied.

11 113. Denied.

12 114. Denied.

13 115. Denied.

14 116. Denied.

15 117. Denied.

16 118. Mr. Lonsdale incorporates by reference his responses to all prior allegations as if
17 fully stated herein.

18 119. No response is required of Mr. Lonsdale to the extent that the allegations in
19 paragraph 119 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

20 120. No response is required of Mr. Lonsdale to the extent that the allegations in
21 paragraph 120 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

22 121. No response is required of Mr. Lonsdale to the extent that the allegations in
23 paragraph 121 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

24 122. No response is required of Mr. Lonsdale to the extent that the allegations in
25 paragraph 122 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

26 123. No response is required of Mr. Lonsdale to the extent that the allegations in
27 paragraph 123 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

28 124. No response is required of Mr. Lonsdale to the extent that the allegations in

1 paragraph 124 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

2 125. No response is required of Mr. Lonsdale to the extent that the allegations in
3 paragraph 125 are directed at Formation 8. Nonetheless, Mr. Lonsdale denies them.

4 The remaining paragraphs contain prayers for relief to which no response is required. To
5 the extent a response is required, Mr. Lonsdale denies that Ms. Clougherty is entitled to relief.

6 **FIRST AFFIRMATIVE DEFENSE**

7 Ms. Clougherty has failed to state a claim upon which relief may be granted. Mr. Lonsdale
8 incorporates by reference all the allegations in his Amended Counterclaims.

9 **SECOND AFFIRMATIVE DEFENSE**

10 Ms. Clougherty's claims are barred in whole or in part by the statute of limitations. Mr.
11 Lonsdale incorporates by reference all the allegations in his Amended Counterclaims.

12 **THIRD AFFIRMATIVE DEFENSE**

13 To the extent that Mr. Lonsdale and Ms. Clougherty engaged in sexual contact or
14 intercourse during their year-long relationship, Ms. Clougherty consented to each sexual contact or
15 intercourse with by Mr. Lonsdale. Mr. Lonsdale incorporates by reference all the allegations in
16 his Amended Counterclaims.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 Ms. Clougherty's claims are barred in whole or in part by the doctrines of laches, waiver,
19 and estoppel based on her continued relationship with Mr. Lonsdale after the alleged sexual
20 misconduct and unreasonable delay in bringing this lawsuit. Mr. Lonsdale incorporates by
21 reference all the allegations in his Amended Counterclaims.

22 **FIFTH AFFIRMATIVE DEFENSE**

23 As to Count V for sexual harassment, to the extent that it is based on conduct that occurred
24 during Ms. Clougherty's alleged time as an intern at Formation 8, she has failed to timely exhaust
25 administrative remedies, and thus her claim is barred. Mr. Lonsdale incorporates by reference all
26 the allegations in his Amended Counterclaims.

27 **SIXTH AFFIRMATIVE DEFENSE**

28 Ms. Clougherty has not suffered an injury as a result of conduct by Mr. Lonsdale, and any

1 injury suffered by Ms. Clougherty is a result of other intervening factors such as mental illness,
2 prior alleged sexual assault by third parties, or other conduct by third parties. Mr. Lonsdale
3 incorporates by reference all the allegations in his Amended Counterclaims.

4 **SEVENTH AFFIRMATIVE DEFENSE**

5 Ms. Clougherty's claims and recovery are barred by equity, including, but not limited to,
6 the doctrine of unclean hands. Mr. Lonsdale incorporates by reference all the allegations in his
7 Amended Counterclaims.

8 **EIGHTH AFFIRMATIVE DEFENSE**

9 Ms. Clougherty has failed to state a claim upon which punitive damages may be awarded.

10 **NINTH AFFIRMATIVE DEFENSE**

11 Ms. Clougherty has failed to state a claim upon which attorneys' fees and costs may be
12 awarded.

13 **TENTH AFFIRMATIVE DEFENSE**

14 Mr. Lonsdale reserves the right to plead additional affirmative defenses as additional
15 information becomes available.

16 **PRAYER**

17 WHEREFORE, Mr. Lonsdale prays that:

- 18 1. Ms. Clougherty take nothing by reason of her complaint and that judgment be rendered in
19 favor of Mr. Lonsdale;
20 2. Mr. Lonsdale be awarded reasonable attorneys' fees and costs for defense of this suit; and
21 3. For such other and further relief as the Court deems just and proper.
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JURY DEMAND

Defendant and Counterclaimant Joseph Lonsdale hereby demands a jury trial on all issues contained herein.

Respectfully submitted,

Dated: March 31, 2015

By: /s/ Orin Snyder

Kristen Dumont (SBN 191554)
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Brenda Sharton (*pro hac vice* pending)
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Defendant/Counterclaimant:
Joseph Lonsdale

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CERTIFICATE OF SERVICE

I, Orin Snyder, hereby certify that a copy of the foregoing document, filed through the CM/ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies shall be served by first class mail postage prepaid on all counsel who are not served through the CM/ECF system on March 31, 2015.

Dated: March 31, 2015

/s/ Orin Snyder

Orin Snyder