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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
11/04/2022 at 04:57:00 PM
Clerk of the Superior Court
By Maria Acevedo, Deputy Clerk

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF SAN DIEGO, HALL OF JUSTICE**

13 AMY SHERLOCK, an individual and on
14 behalf of her minor children, T.S. and S.S.,
15 ANDREW FLORES, an individual;

16 Plaintiffs,

17 vs.

18 GINA M. AUSTIN, an individual; AUSTIN
19 LEGALGROUP, a professional corporation,
20 LARRY GERACI, an individual, REBECCA
21 BERRY, an individual; JESSICA
22 MCELFRISH, an individual; SALAM
23 RAZUKI, an individual; NINUS MALAN, an
24 individual; FINCH, THORTON, AND
25 BARID, a limited liability partnership;
26 ABHAY SCHWEITZER, an individual and
27 dba TECHNE; JAMES (AKA JIM)
28 BARTELL, an individual; NATALIE
TRANG-MY NGUYEN, an individual,
AARON MAGAGNA, an individual;
BRADFORD HARCOURT, an individual;
SHAWN MILLER, an individual; LOGAN
STELLMACHER, an individual;
EULENTHIAS DUANE ALEXANDER, an
individual; STEPHEN LAKE, an individual,
ALLIED SPECTRUM, INC., a California
corporation, PRODIGIOUS COLLECTIVES,
LLC, a limited liability company, and DOES 1
through 50, inclusive,

Defendants.

Case No. **37-2021-0050889-CU-AT-CTL**

**GENERAL DENIAL OF DEFENDANT
STEPHEN LAKE TO THE FIRST
AMENDED COMPLAINT**

Case Filed: December 3, 2021
Department: C-75
Judge: Hon. James A. Mangione
Trial Date: None

1 **TO ALL PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 Defendant STEPHEN LAKE (“Defendant” or “LAKE”) answers the First Amended
3 Complaint (“FAC”) of Plaintiffs AMY SHERLOCK, an individual and on behalf of her minor
4 children, T.S. and S.S.) (“Plaintiff” or “SHERLOCK”) and ANDREW FLORES (“FLORES”)
5 (SHERLOCK and FLORES shall hereinafter be collectively referred to as “Plaintiffs”) as follows:

6 **GENERAL DENIAL**

7 Pursuant to the provisions of Section 431.30(d) of the California Code of Civil Procedure,
8 Defendant denies each and every allegation, both specifically and generally, of each and every cause
9 of action contained in the FAC.

10 Defendant also asserts the affirmative defenses set forth below without waiving any other
11 applicable affirmative defenses. Defendant reserves the right to assert and rely upon such other or
12 additional affirmative defenses as may become apparent or available during further investigation or
13 proceedings in this matter.

14 **AFFIRMATIVE DEFENSES**

15 Defendant asserts the following affirmative defenses. In asserting these affirmative defenses,
16 Defendant does not assume the burden of establishing any fact or proposition where that burden is
17 properly imposed on Plaintiffs.

18 **FIRST AFFIRMATIVE DEFENSE**

19 (Failure to State a Cause of Action)

20 As a separate and affirmative defense to the FAC on file herein, Defendant alleges that the
21 FAC and each cause of action therein fails to state a cause of action against Defendant.

22 **SECOND AFFIRMATIVE DEFENSE**

23 (Unclean Hands)

24 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
25 believes and thereon alleges that, to the extent Plaintiffs seek equitable relief, Plaintiffs’ inequitable
26 conduct constitutes unclean hands and therefore bars the granting of such relief to Plaintiffs herein.

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THIRD AFFIRMATIVE DEFENSE

(Laches)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs’ failure to timely and promptly act constitutes laches, and therefore bars the granting of relief to Plaintiffs herein.

FOURTH AFFIRMATIVE DEFENSE

(Offset/Setoff)

As a separate affirmative defense to the FAC on file herein, without conceding that any act of this Defendant caused damage to Plaintiffs or any other person in any respect, Defendant alleges on information and belief that it have suffered damage by reason of Plaintiffs’ conduct and that it has the right of offset if any amount of money is owed or found due to Plaintiffs by way of damages or otherwise.

FIFTH AFFIRMATIVE DEFENSE

(Waiver)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs were engaged in conduct that constitutes a waiver of each of Plaintiffs’ rights, if any, that Plaintiffs allege were violated. By reason of said waiver, Defendant is excused from further performance of the obligations under any theory of liability alleged in the FAC.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that, by reason of Plaintiffs’ conduct, which conduct constitutes a breach of contract, tortious conduct, waiver, unclean hands, and/or laches, Plaintiffs are estopped to assert any right to relief.

SEVENTH AFFIRMATIVE DEFENSE

(Equitable Estoppel)

As a separate affirmative defense to the FAC on file herein, Defendant is informed and

1 believes and thereon alleges that the FAC and each and every cause of action contained therein is
2 barred by reason of the acts, omissions, representations and/or courses of conduct engaged in by
3 Plaintiffs that Defendant was led to rely on to his detriment, thereby barring under the doctrine of
4 equitable estoppel any causes of action asserted by Plaintiffs against Defendant.

5 **EIGHTH AFFIRMATIVE DEFENSE**

6 (Consent)

7 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
8 believes and thereon alleges that pursuant to the express provisions of the agreements alleged in the
9 FAC, Plaintiffs knowingly and voluntarily consented to the very risk that it is now complaining of,
10 and therefore Plaintiffs' claims are barred.

11 **NINTH AFFIRMATIVE DEFENSE**

12 (Unjust Enrichment)

13 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
14 believes and thereon alleges that the FAC and each cause of action are barred by the application of
15 the doctrine of unjust enrichment by the acts, conduct or representations of Plaintiffs.

16 **TENTH AFFIRMATIVE DEFENSE**

17 (Res Judicata/Collateral Estoppel)

18 As a separate affirmative defense to the FAC on file herein, Defendant is informed and
19 believes and thereon alleges that Plaintiffs are barred from asserting the allegations in its FAC by
20 and through the doctrines of res judicata and/or collateral estoppel.

21 **ELEVENTH AFFIRMATIVE DEFENSE**

22 (Failure to Mitigate Damages)

23 As a separate affirmative defense to the FAC on file herein, Defendant is informed and
24 believes and thereon alleges that, if Plaintiffs have sustained any damages as a result of the incidents
25 set forth in the FAC, Plaintiffs have failed to mitigate or minimize those damages, and any recovery
26 by Plaintiffs as a result of these damages should be reduced or barred accordingly.

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TWELFTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs’ FAC, and each cause of action alleged therein, is barred by the applicable statute of limitations, including, without limitation, California Code of Civil Procedure sections 335-349.4.

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to Exercise Ordinary Care)

As a separate affirmative defense to the FAC, Defendant alleges that, at all times and places alleged in said FAC, Plaintiffs failed to exercise ordinary and reasonable care on its own behalf, and such negligence and carelessness was a proximate cause of some or all of Plaintiffs’ alleged injuries and damages, if any, and Plaintiffs’ recovery should therefore be barred or reduced according to law, up to and including the whole thereof.

FOURTEENTH AFFIRMATIVE DEFENSE

(Uncertainty)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that the cause of action in the FAC is uncertain and ambiguous as to Plaintiffs’ claim for damages against Defendants.

FIFTEENTH AFFIRMATIVE DEFENSE

(Lack of Equity)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that any recovery by Plaintiffs would be unjust and inequitable under the circumstances of the case.

SIXTEENTH AFFIRMATIVE DEFENSE

(Prior Breach of Contract)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Defendant has been excused from performance, if any, of any contract alleged by Plaintiffs as a result of Plaintiffs’ own prior breach of said contract.

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SEVENTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs lack standing to assert claims against Defendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Mootness)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs’ causes of action are moot.

NINETEENTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that Plaintiffs’ claims are barred by the statute of frauds.

TWENTIETH AFFIRMATIVE DEFENSE

(Contractual Limitations)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that, at all times mentioned, Plaintiffs’ claims are barred to the extent they conflict with the express provisions of the Plaintiffs’ governing documents, which sets forth the entire agreement between the parties.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that, if Plaintiffs have sustained any damages as a result of the incidents set forth in the FAC, Plaintiffs have failed to mitigate or minimize those damages, and any recovery by Plaintiffs as a result of these damages should be reduced or barred accordingly.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Conditions Precedent)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that any obligation on the part of Defendant was subject to various terms

1 and conditions precedent; that these terms and conditions precedent have not occurred; and that,
2 accordingly, Defendant has no obligation to Plaintiffs.

3 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

4 (Express Assumption of Risk)

5 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
6 believes and thereon alleges that Plaintiffs knew about the risk that it is now complaining of, and
7 voluntarily undertook the risk that led to the injuries or damages complained of in Plaintiffs' FAC
8 as demonstrated by the express provisions of the governing documents.

9 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

10 (Performance Excused)

11 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
12 believes and thereon alleges that Plaintiffs materially breached the alleged governing documents, by
13 reason of which, Defendant has been excused from any duty they may have had or any obligations
14 they may have had to perform as set forth in the alleged agreement(s) with Plaintiffs.

15 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

16 (Comparative Negligence)

17 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
18 believes and thereon alleges that, if Plaintiffs suffered or incurred any obligation, loss or liability for
19 any loss, damage or injury as alleged in the FAC, such liability and obligations for such loss, damage
20 and/or injury were proximately caused by and contributed to solely by Plaintiffs by failing to conduct
21 itself in a manner ordinarily expected for reasonably prudent persons in the conduct of their own
22 affairs. As such, Plaintiffs' damages, injuries, or losses are attributable solely to Plaintiffs' own
23 negligence or conduct.

24 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

25 (Intervening or Superseding Acts of Others)

26 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
27 believes and thereon alleges that, if Plaintiffs have suffered or sustained any obligation, liability for
28 any loss, damage or injury as alleged in the FAC, such obligation, loss, damage or injury was

1 proximately caused or contributed to by the wrongful, tortious, negligent or other breaching acts and
2 conduct of parties, persons or entities other than Defendant, and that such wrongful acts or conduct
3 were an intervening or superseding cause of any damage, loss, injury or obligation that is the subject
4 of the FAC.

5 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

6 (Comparative Fault)

7 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
8 believes and thereon alleges that at all times mentioned in the FAC, the Plaintiffs so carelessly,
9 recklessly, and negligently conducted and maintained itself so as to cause and contribute in some
10 way to the alleged incident and to the damages, if any, alleged to have been sustained by Plaintiffs.
11 Therefore, Plaintiffs' recovery herein as to any damage and injuries by Plaintiffs, if any, shall be
12 diminished to the extent such injury and damages were proximately caused by the negligence of
13 Plaintiffs.

14 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

15 (Fault of Other Persons)

16 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
17 believes and thereon alleges that any acts and happenings in connection with the allegations
18 contained in the FAC were proximately caused and contributed to by the negligence and other legal
19 fault of Plaintiffs, and were further proximately caused and contributed to by the negligent and other
20 legal fault of persons and entities other than Defendant, and that if Plaintiffs recover any sum
21 whatsoever herein, such amount must be reduced in proportion to the extent that the Plaintiffs' own
22 negligence and other legal fault caused or contributed to said harm, and that if there is a verdict
23 against Defendant, said verdict should be in proportion to Defendant's pro-rata responsibility and,
24 to the extent that it is necessary, Defendant may be entitled to partial indemnity from others on a
25 comparative fault basis.

26 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

27 (Several Liability)

28 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and

1 believes and thereon alleges that Plaintiffs' injuries and damages, if any, were proximately caused
2 and contributed to by the negligence and other legal fault of persons and entities other than
3 Defendant. Accordingly, if there is a verdict in favor of the Plaintiffs and against Defendant for said
4 damages, the liability, if any, of Defendant for said damages shall be several only and shall not be
5 joint, and Defendant shall be liable only for the amount of damages allocated to Defendant in direct
6 proportion to Defendant's percentage of fault. Moreover, Defendant's liability, if any, shall be set
7 forth in a separate judgment rendered against Defendant for that amount of damages that is in direct
8 proportion to Defendant's percentage of fault, if any.

9 **THIRTIETH AFFIRMATIVE DEFENSE**

10 (Damages Speculative)

11 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
12 believes and thereon alleges that Plaintiffs' injuries and damages, if any, are speculative.
13 Accordingly, Plaintiffs are not entitled to judgment to the extent its damages claims are speculative.

14 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

15 (Failure to Perform)

16 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
17 believes and thereon alleges that Plaintiffs are precluded from relief due to its own failure to perform.

18 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

19 (Nonjoinder of Parties)

20 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
21 believes and thereon alleges that the relief sought by Plaintiffs requires the acts and consent of
22 person(s) or entity(ies) who are not before the Court. Accordingly, Plaintiffs are not entitled to the
23 relief sought in its FAC.

24 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

25 (Res Judicata/Collateral Estoppel)

26 As a separate and affirmative defense to the FAC on file herein, Defendant is informed and
27 believes and thereon alleges that Plaintiffs' FAC is barred under the doctrines of res judicata and/or
28 collateral estoppel.

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THIRTY-FOURTH AFFIRMATIVE DEFENSE

(Release)

As a separate affirmative defense to the Complaint on file herein, Defendant alleges that Plaintiffs' actions constituted a full release by Plaintiffs of any and all claims which it may have had against this answering Defendant.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Full Performance)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that its full performance of any agreement or act required of it, such that any exist, constitutes a fulfillment of each and every duty and obligation by Defendant to Plaintiffs.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

(Ratification)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs, by its acts, conduct, and/or omissions, has ratified the acts, conduct, and omissions, if any, of Defendant such that Plaintiffs are barred from seeking relief from any of this Defendant.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(Failure to Satisfy Preliminary Notice)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs have failed to satisfy the requirement of a preliminary notice, certificate of merit, demand, or claim prior to commencement of this suit and, thus, the FAC is barred.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(Election of Remedies)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs' FAC, and each cause of action alleged therein, is barred and precluded by the doctrine of election of remedies because Plaintiffs seek mutually inconsistent remedies resulting in prejudice to Defendants.

THIRTY-NINTH AFFIRMATIVE DEFENSE

(Equal Dignities Rule)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs'

1 claims are barred by the equal dignities rule, codified in part in Civil Code § 2309.

2 **FORTIETH AFFIRMATIVE DEFENSE**

3 (Lack or Inadequacy of Consideration)

4 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs
5 are barred from recovering any damages or other relief by reason of the lack or inadequacy of
6 consideration that defeats the effectiveness of the contract, if any, between the parties.

7 **FORTY-FIRST AFFIRMATIVE DEFENSE**

8 (Failure of Consideration)

9 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs
10 are barred from recovering any damages or other relief by reason of the failure of consideration that
11 defeats the effectiveness of the contract between the parties.

12 **FORTY-SECOND AFFIRMATIVE DEFENSE**

13 (Lack of Contract)

14 As a separate affirmative defense to the FAC on file herein, Defendant alleges that some or
15 all of them did not enter into a valid and binding contract with Plaintiffs as alleged in the FAC.

16 **FORTY-THIRD AFFIRMATIVE DEFENSE**

17 (Unenforceable Contract)

18 As a separate affirmative defense to the FAC on file herein, Defendant alleges that the
19 contract(s) alleged by Plaintiffs in the FAC are illegal, void, or otherwise unenforceable as to
20 Defendant.

21 **FORTY-FOURTH AFFIRMATIVE DEFENSE**

22 (Adequacy of Remedy at Law)

23 As a separate affirmative defense to the FAC on file herein, Defendant alleges that the injury
24 or damage suffered by Plaintiffs, if any, would be adequately compensated in an action at law for
25 damages; thus, Plaintiffs have a complete and adequate remedy at law and is not entitled to seek
26 equitable relief.

27 **FORTY-FIFTH AFFIRMATIVE DEFENSE**

28 (Defective/Incomplete Performance by Plaintiff)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs

1 have failed to perform in a complete and satisfactory manner in accordance with plans and
2 specifications as represented by Plaintiffs to Defendant and/or that Plaintiffs have overcharged for
3 its services.

4 **FORTY-SIXTH AFFIRMATIVE DEFENSE**

5 (Negligent Performance by Plaintiff)

6 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs
7 have negligently performed the work promised by Plaintiffs to Defendant.

8 **FORTY-SEVENTH AFFIRMATIVE DEFENSE**

9 (Defective/Incomplete Performance by Plaintiff)

10 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiff
11 has failed to perform in accordance with plans and specifications as represented by Plaintiffs to
12 Defendant.

13 **FORTY-EIGHTH AFFIRMATIVE DEFENSE**

14 (Excessive Amount Charged)

15 As a separate affirmative defense to the FAC on file herein, Defendant alleges that the
16 amount charged by Plaintiffs is excessive.

17 **FORTY-NINTH AFFIRMATIVE DEFENSE**

18 (Fraud/Misrepresentation)

19 As a separate affirmative defense to the FAC on file herein, Defendant alleges that he was
20 induced into entering the contract with Plaintiff based on the fraud and/or misrepresentation(s) of
21 Plaintiffs.

22 **FIFTIETH AFFIRMATIVE DEFENSE**

23 (No Benefit)

24 As a separate affirmative defense to the FAC on file herein, Defendant alleges that, through
25 no fault of his own, he has received no benefit from the materials or services, if any, rendered by
26 Plaintiffs.

27 **FIFTY-FIRST AFFIRMATIVE DEFENSE**

28 (Failure of Performance)

As a separate affirmative defense to the FAC on file herein, Defendant alleges that no

1 services were actually rendered to Defendant which would serve as a basis for recovery by Plaintiffs
2 under the FAC.

3 **FIFTY-SECOND AFFIRMATIVE DEFENSE**

4 (No Specificity)

5 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs
6 fail to state any cause of action with the requisite specificity.

7 **FIFTY-THIRD AFFIRMATIVE DEFENSE**

8 (Waiver)

9 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs'
10 claims and allegations against Defendant has been waived or released, or has become barred or
11 unenforceable, such that the enforcement of those claims and allegations would result in unjust
12 enrichment to Plaintiffs.

13 **FIFTY-FOURTH AFFIRMATIVE DEFENSE**

14 (Breach of Contract)

15 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs
16 have materially breached its contract with Defendant, if any, thereby relieving Defendant from any
17 further performance thereof and exculpating Defendant from liability.

18 **FIFTY-FIFTH AFFIRMATIVE DEFENSE**

19 (Assumption of Risk)

20 As a separate affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs,
21 with full knowledge of the matters set forth in the FAC, voluntarily assumed the risk, injury, harm,
22 or danger, if any there were.

23 **FIFTY-SIXTH AFFIRMATIVE DEFENSE**

24 (Excuse)

25 As a separate affirmative defense to the FAC on file herein, Defendant alleges that his
26 performance under any contract with Plaintiffs, if any, was excused including through *inter alia*
27 changed circumstances, unforeseen events, impossibility, third-party interference, pursuant to Civil
28 Code § 1511, and/or as a result of Plaintiffs' breach or anticipatory breach.

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FIFTY-SEVENTH AFFIRMATIVE DEFENSE

(Parol Evidence)

As a separate affirmative defense to the FAC on file herein, Defendant allege that Plaintiffs' causes of action in its FAC is barred by the parol evidence rule.

FIFTY-EIGHTH AFFIRMATIVE DEFENSE

(Claims Subject to Arbitration)

As a separate and affirmative defense to the FAC on file herein, Defendant alleges that Plaintiffs' claims, and each of them, are subject to a written arbitration agreement and therefor Plaintiffs should be compelled to arbitrate its claims against Defendant. To the extent that Plaintiffs have any claim(s) that fall outside the scope of the arbitration agreement, litigation of such claim(s) should be stayed pending the arbitration of all arbitrable claims.

FIFTY-NINTH AFFIRMATIVE DEFENSE

(Reservation of Right to Arbitrate)

As a separate and affirmative defense to the FAC on file herein, Defendant reserves his right to arbitrate this dispute.

SIXTIETH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

As a separate and affirmative defense to the FAC on file herein, Defendant is informed and believes and thereon alleges that they have not completed their investigation, analysis and discovery in this matter and such investigation, analysis and discovery are ongoing. In the event Defendant's analysis, investigation or continuing discovery reveals additional affirmative defenses, Defendant reserves the right to amend their answer as set forth and plead additional affirmative defenses revealed by further analysis, investigation and/or discovery.

WHEREFORE, Defendant pray as follows:


1. That Plaintiffs take nothing by way of its First Amended Complaint;
2. That the First Amended Complaint be dismissed with prejudice and that judgment be awarded in favor of these answering Defendant;

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- 3. For costs of suit incurred herein;
- 4. For reasonable attorney's fees; and
- 5. For such other relief as may be just, equitable and proper.

Dated: November 4, 2022

BLAKE LAW FIRM

By:  _____
STEVEN W. BLAKE, ESQ.
ANDREW E. HALL, ESQ.
Attorneys for Defendant
STEPHEN LAKE