

1 Anthony J. Ellrod (State Bar No. 136574)  
[aje@manningllp.com](mailto:aje@manningllp.com)  
2 Natalya Vasyuk (State Bar No. 307419)  
[ndv@manningllp.com](mailto:ndv@manningllp.com)  
3 **MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
4 801 S. Figueroa St, 15<sup>th</sup> Floor  
Los Angeles, California 90017-3012  
5 Telephone: (213) 624-6900  
Facsimile: (213) 624-6999  
6 Attorneys for Plaintiff WILLIAM JAMES MITCHELL

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT- STANLEY MOSK**

10 WILLIAM JAMES MITCHELL,  
11 Plaintiff,

12 v.

13 TWIN GALAXIES, LLC,  
14 Defendants.

Case No. 19STCV12592  
[The Hon. WENDY CHANG - DEPT. 36]

**WILLIAM MITCHELL'S ANSWER TO  
TWIN GALAXIES, LLC'S CROSS-  
COMPLAINT**

Action Filed: 4/11/2019

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16 TWIN GALAXIES, LLC,  
17 Cross-Complainant,

18 v.

19 WILLIAM JAMES MITCHELL; WALTER  
20 DAY; Roes 1-25,  
21 Cross-Defendants.

22  
23 Pursuant to Sections 431.10, *et seq.*, of the California Code of Civil Procedure, Cross-  
24 Defendant William Mitchell ("Cross-Defendant") answers the Cross-Complaint of Cross-  
25 Complainant Twin Galaxies, LLC ("Cross-Complainant"). Cross-Defendant denies, both generally  
26 and specifically, each and every allegation of the Cross-Complaint and denies that Cross-  
27 Complainant is entitled to any relief whatsoever.

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**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
Attorneys at Law

1 **AFFIRMATIVE DEFENSES**

2 Cross-Defendant pleads the following separate defenses. Cross-Defendant reserves the right  
3 to assert additional affirmative defenses that discovery indicates are proper.

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Failure to State a Claim)**

6 1. As a separate and first affirmative defense to the Cross-Complaint, and to the  
7 purported causes of action set forth therein, Cross-Defendant alleges that the Cross-Complaint  
8 fails to state facts sufficient to constitute a cause of action.

9 **SECOND AFFIRMATIVE DEFENSE**

10 **(All Obligations Performed)**

11 2. As a separate and second affirmative defense to the Cross-Complaint and each  
12 purported cause of action contained therein, Cross-Defendant alleges that Cross-Defendant has  
13 fully and/or substantially performed any and all obligations it may have had to Cross-  
14 Complainant.

15 **THIRD AFFIRMATIVE DEFENSE**

16 **(Adequate Remedy at Law)**

17 3. As a separate and third affirmative defense to the Cross-Complaint and each  
18 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant has  
19 an adequate remedy at law.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 **(Attorneys' Fees Barred)**

22 4. As a separate and fourth affirmative defense to the Cross-Complaint and each  
23 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant's  
24 claim for attorneys' fees is barred by the provisions of California Code of Civil Procedure § 1021.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 **(Authorization)**

27 5. As a separate and fifth affirmative defense to the Cross-Complaint and each  
28 purported cause of action contained therein, Cross-Defendant alleges that by virtue of the acts of

1 the Cross-Complainant, and/or the persons and/or entities acting on its behalf, Cross-Complainant  
2 is barred from prosecuting the purported causes of action set forth in the Cross-Complaint by the  
3 doctrine of authorization.

4 **SIXTH AFFIRMATIVE DEFENSE**

5 **(Breach of Contract)**

6 6. As a separate and sixth affirmative defense to the Cross-Complaint and each  
7 purported cause of action contained therein, Cross-Defendant alleges that any obligations owed by  
8 him under any alleged contract were excused by Cross-Complainant's breach of the alleged  
9 contract.

10 **SEVENTH AFFIRMATIVE DEFENSE**

11 **(Business Judgment)**

12 7. As a separate and seventh affirmative defense to the Cross-Complaint and each  
13 purported cause of action contained therein, Cross-Defendant alleges that the actions taken by  
14 Cross-Defendant were the exercise of reasonable business judgment.

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 **(Comparative Fault)**

17 8. As a separate and eighth affirmative defense to the Cross-Complaint and each  
18 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant's  
19 damages, if any, were caused by the primary negligence and/or acquiescence in the acts and  
20 omissions alleged in the Cross-Complaint by the Cross-Complainant, and Cross-Complainant's  
21 agents, employees, representatives, relatives, heirs, assigns, attorneys, and/or any others acting on  
22 Cross-Complainant's behalf. By reason thereof, Cross-Complainant is not entitled to damages or  
23 any other relief whatsoever as against Cross-Defendant.

24 **NINTH AFFIRMATIVE DEFENSE**

25 **(Compliance with the Law)**

26 9. As a separate and ninth affirmative defense to the Cross-Complaint and each  
27 purported cause of action contained therein, Cross-Defendant alleges that the actions taken by  
28 Cross-Defendant were in full compliance with the law.

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**TENTH AFFIRMATIVE DEFENSE**

**(Consent)**

10. As a separate and tenth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant is barred from prosecuting the purported causes of action set forth in the Cross-Complaint because Cross-Complainant, and/or the persons and/or entities acting on its behalf, consented to and acquiesced in the subject conduct.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

11. As a separate and eleventh affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant is barred in whole or in part from prosecuting the purported causes of action set forth in the Cross-Complaint by the doctrine of estoppel.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Extra-Contractual Damages Barred)**

12. As a separate and twelfth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant's claims for extra-contractual damages are barred by the provisions of California Insurance Code, Section 10111.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Serve Notice)**

13. As a separate and thirteenth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that each cause of action is barred because Cross-Complainant failed to serve a timely notice.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Fraud)**

14. As a fourteenth separate and affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that negligent and/or

1 intentional misrepresentations were made by Cross-Complainant's employees to Cross-Defendant  
2 such that Cross-Defendant was induced to enter into the contract with Cross-Complainant and/or  
3 induced to continue performance under the contract with Cross-Complainant, which Cross-  
4 Defendant would not have done absent such misrepresentations.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**

6 **(Justification/Excuse)**

7 15. As a separate and fifteenth affirmative defense to the Cross-Complaint and each  
8 purported cause of action contained therein, Cross-Defendant alleges that by virtue of the acts of  
9 the Cross-Complainant, and/or the persons and/or entities acting on its behalf, Cross-Complainant  
10 is barred from prosecuting the purported causes of action set forth in the Cross-Complaint because  
11 the acts and/or omissions alleged in the Cross-Complaint were justified and/or excused.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 **(Laches)**

14 16. As a separate and sixteenth affirmative defense to the Cross-Complaint and each  
15 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant is  
16 barred in whole or in part from prosecuting the purported causes of action set forth in the Cross-  
17 Complaint by the doctrine of laches.

18 **SEVENTEENTH AFFIRMATIVE DEFENSE**

19 **(Lack of Deception)**

20 17. As a separate and seventeenth affirmative defense to the Cross-Complaint and each  
21 purported cause of action contained therein, Cross-Defendant alleges that the actions taken by it  
22 were not deceptive.

23 **EIGHTEENTH AFFIRMATIVE DEFENSE**

24 **(Lack of Standing)**

25 18. As a separate and eighteenth affirmative defense to the Cross-Complaint and each  
26 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant  
27 lacks standing to prosecute the purported claims set forth in the Cross-Complaint.

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**NINETEENTH AFFIRMATIVE DEFENSE**

**(No Injury or Damage)**

19. As a separate and nineteenth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant has not been injured or damaged as a proximate result of any act or omission for which Cross-Defendant is responsible.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(No Malicious Intent)**

20. As a separate and twentieth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Defendant did not act with malicious intent to deprive any person of any Constitutional right or to cause any other injury and therefore is not liable.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Prior Material Breach)**

21. As a separate and twenty-first affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that the purported causes of action asserted in the Cross-Complaint are barred by reason of the prior material breach of the agreement or agreements by Cross-Complainant upon which it bases the Cross-Complaint.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(Punitive Damages Barred)**

22. As a separate and twenty-second affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant's alleged claim for punitive damages is barred by the provisions of California Civil Code Sections 3294 and 3295.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Ratification)**

23. As a separate and twenty-third affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that by virtue of the acts of

1 the Cross-Complainant, and/or the persons and/or entities acting on its behalf, Cross-Complainant  
2 is barred from prosecuting the purported causes of action set forth in the Cross-Complaint by the  
3 doctrine of ratification.

4 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

5 **(Statute of Limitations)**

6 24. As a separate and twenty-fourth affirmative defense to the Cross-Complaint and  
7 each purported cause of action contained therein, Cross-Defendant alleges that the purported  
8 causes of action asserted in the Cross-Complaint are barred by such statutes of limitation as may  
9 be applicable, including, but not limited to, California Code of Civil Procedure Sections 335,  
10 335.1, 336, 337, 338, 339, 340, 340.5, 340.9, 343, 344 and 474.

11 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

12 **(Unclean Hands)**

13 25. As a separate and twenty-fifth affirmative defense to the Cross-Complaint and each  
14 purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant is  
15 barred in whole or in part from prosecuting the purported causes of action set forth in the Cross-  
16 Complaint by the doctrine of unclean hands.

17 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

18 **(Waiver and Estoppel)**

19 26. As a separate and twenty-sixth affirmative defense to the Cross-Complaint and  
20 each purported cause of action contained therein, Cross-Defendant alleges that as a result of its  
21 own acts and/or omissions, Cross-Complainant has waived any right which it may have had to  
22 recover, and/or is estopped from recovering, any relief sought against Cross-Defendant.

23 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

24 **(Waiver)**

25 27. As a separate and twenty-seventh affirmative defense to the Cross-Complaint and  
26 each purported cause of action contained therein, Cross-Defendant alleges that Cross-Complainant  
27 is barred in whole or in part from prosecuting the purported causes of action set forth in the Cross-  
28 Complaint by the doctrine of waiver.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Ongoing Investigation)**

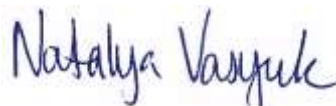
28. As a separate and twenty-eighth affirmative defense to the Cross-Complaint and each purported cause of action contained therein, Cross-Defendant alleges that he has not yet completed a thorough investigation or study or completed the discovery of all the facts and circumstances of the subject matter of the Cross-Complaint and, accordingly, reserves the right to amend, modify, revise or supplement his answer and to plead such other defenses and take such other further actions as he may deem proper and necessary in his defense upon completion of said investigation and/or study.

WHEREFORE, Cross-Defendant prays for relief as follows:

1. That the Cross-Complaint be dismissed, with prejudice and in its entirety;
2. That Cross-Complainant take nothing by reason of this Cross-Complaint and that judgment be entered against Cross-Complainant and in favor of Cross-Defendant;
3. That Cross-Defendant be awarded his costs incurred in defending this action;
4. That Cross-Defendant be granted such other and further relief as the Court may deem just and proper.

DATED: March 17, 2022

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

By:   
\_\_\_\_\_  
Anthony Ellrod  
Natalya Vasyuk  
Attorneys for Plaintiff WILLIAM JAMES  
MITCHELL



1 **DEMAND FOR JURY TRIAL**

2 Cross-Defendant, William Mitchell, hereby demands trial of this matter by jury.

3 DATED: March 17, 2022

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

4  
5 By: 

6 Anthony Ellrod  
7 Natalya Vasyuk  
8 Attorneys for Plaintiff WILLIAM JAMES  
9 MITCHELL

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11 MANNING & KASS  
12 ELLROD, RAMIREZ, TRESTER LLP  
13 ATTORNEYS AT LAW  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 S. Figueroa St, 15th Floor, Los Angeles, CA 90017-3012.

On March 17, 2022, I served true copies of the following document(s) described as **WILLIAM MITCHELL'S ANSWER TO TWIN GALAXIES, LLC'S CROSS-COMPLAINT** on the interested parties in this action as follows:

David Tashroudian, Esq. Mona Tashroudian, Esq. TASHROUDIAN LAW GROUP, APC 12400 Ventura Blvd. Suite 300 Studio City, CA 91604 Telephone: (818) 561-7381 Facsimile: (818) 561-7381 Email: <a href="mailto:david@tashlawgroup.com">david@tashlawgroup.com</a> Email: <a href="mailto:mona@tashlawgroup.com">mona@tashlawgroup.com</a>	Attorney for Defendants Twin Galaxies
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**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address JCC@manningllp.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 17, 2022, at Los Angeles, California.



Julie Contreras