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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DESIREE GUERRIERE TOWNSEND,
an individual,

Plaintiff,

vs.

MARIO LOPEZ, an individual; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 25NNCV04089

[Assigned to Hon. Ashfaq G. Chowdhury,
Dept. E]

**DEFENDANT MARIO LOPEZ'
ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Action Filed: Jun 13, 2025

1 Defendant, MARIO LOPEZ, (hereinafter "Defendant") hereby answers the First Amended
2 Complaint by Plaintiff, DESIREE GUERRIERE TOWNSEND.

3 Under the provisions of Section 431.30 of the Code of Civil Procedure, answering Defendant
4 denies each and every allegation therein, and further denies that Plaintiff suffered injury or damages
5 in any sum alleged, to be alleged, or at all.

6 Further, Defendant affirmatively alleges as follows:

7 **AFFIRMATIVE DEFENSES**

8 Without waiving or excusing Plaintiff's burden of proof, or admitting that any of the
9 following are, in fact, defenses upon which Defendant has any burden of proof, as opposed to
10 denials of matters as to which Plaintiff has the burden of proof, or that Defendant has any burden of
11 proof at all, Defendant hereby asserts the following separate and independent affirmative defenses:

12 **FIRST AFFIRMATIVE DEFENSE**

13 (Failure to State a Cause of Action)

14 1. As and for a first, separate and distinct affirmative defense, Defendant alleges that the
15 Complaint, and each and every allegation, cause of action, or claim for relief contained therein, fails
16 to allege facts sufficient to constitute a cause of action or claim.

17 **SECOND AFFIRMATIVE DEFENSE**

18 (Failure to Mitigate Damages)

19 2. As and for a second, separate and distinct affirmative defense, Defendant is
20 informed and believe and based thereon alleges that to the extent Plaintiff has suffered damages, if
21 any, Plaintiff in the exercise of reasonable diligence, could and should have mitigated the same, and
22 as a result of its failure and refusal to exercise such reasonable diligence, Plaintiff has not mitigated
23 such alleged damages, thereby releasing Defendant from any and all liability to Plaintiff. By reason
24 thereof, Plaintiff is barred, in whole or in part, from recovering any damages whatsoever from the
25 Answering Defendant

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THIRD AFFIRMATIVE DEFENSE

(Plaintiff's Conduct as a Bar to Recovery)

3. As and for a third, separate and distinct affirmative defense, Plaintiff, with full and complete knowledge and understanding of the facts and circumstances, voluntarily participated in, consented to, approved of, and ratified, any and all conduct of the Defendant of which Plaintiff complains. Plaintiff is therefore barred and precluded from any recovery against Defendant herein.

FOURTH AFFIRMATIVE DEFENSE

(Waiver)

4. As and for a fourth, separate and distinct affirmative defense, Plaintiff is barred and precluded, in whole or in part, from any recovery against Defendant herein by the doctrine of waiver.

FIFTH AFFIRMATIVE DEFENSE

(Justification)

5. As and for a fifth, separate and distinct affirmative defense, Defendant alleges that the conduct of the Defendant of which Plaintiff complains was fair and reasonable under the circumstances.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

6. As and for a sixth, separate and distinct affirmative defense, Plaintiff is estopped from asserting liability or seeking recovery, in whole or in part, against Defendant herein.

SEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

7. As and for a seventh, separate and distinct affirmative defense, Defendant alleges that Plaintiff's Complaint is barred in whole or in part by the doctrine of unclean hands.

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EIGHTH AFFIRMATIVE DEFENSE

(Laches)

8. As and for an eighth, separate and distinct affirmative defense, Defendant alleges the Plaintiff's Complaint is barred, in whole or in part by the doctrine of laches.

NINTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

9. As and for a ninth, separate and distinct affirmative defense, Defendant alleges that each and all of the purported causes of action asserted by the Plaintiff in the Complaint are barred by the applicable statutes of limitation, as set forth in California Civil Code Section 337, *et seq.*, and/or other such statutes of limitations as may be applicable.

TENTH AFFIRMATIVE DEFENSE

(First Amendment)

10. As and for a tenth, separate and distinct affirmative defense, Defendant alleges that any representations or omissions alleged in the Complaint were protected by Defendant's First Amendment Rights to Freedom of Speech.

ELEVENTH AFFIRMATIVE DEFENSE

(Statements of Opinion)

11. As and for an eleventh, separate and distinct affirmative defense, Defendant alleges that Plaintiff's claims are barred because Defendant's statements were purely opinions, and not statements of fact, and no reasonable person who heard the statements would have interpreted them as anything but opinions.

TWELFTH AFFIRMATIVE DEFENSE

(Scope of employment)

12. As and for a twelfth, separate and distinct affirmative defense, Defendant alleges that he was acting as an agent for his employer or a third-party entity, and that any statements at issue were not his, but that of the employer or third-party for whom he was performing labor or services.

THIRTEENTH AFFIRMATIVE DEFENSE

(Excuse)

13. As and for a thirteenth, separate and distinct affirmative defense, Defendants allege that any conduct by Defendants under any duty purportedly alleged in the Complaint was excused by the acts or omissions of the Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

(Release and Discharge)

14. As and for a fourteenth, separate and distinct affirmative defense, Defendants allege that the claims asserted in the Complaint are barred because, by reason of the acts and omissions of the Plaintiff, Plaintiff has released and discharged Defendant from any liability.

FIFTEENTH AFFIRMATIVE DEFENSE

(Ratification)

15. As and for a fifteenth, separate and distinct affirmative defense, Defendants allege that Plaintiff's claims are barred by the doctrine of ratification.

SIXTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

16. Defendant is informed and believes, and on that basis alleges that the Complaint is barred, in whole or in part, because Plaintiff lacks standing to bring any claim alleged in the Complaint against Defendant.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Intervening/Superseding Actions)

17. The injuries and damages allegedly suffered by Plaintiff, if there were any, were a direct and legal result of the intervening and superseding actions by third parties, whether named or unnamed, and not Defendant.

**RESERVATION OF RIGHTS TO AMEND ANSWER TO ALLEGE FURTHER AND
ADDITIONAL AFFIRMATIVE DEFENSES**

Defendant alleges that it may have additional defenses that cannot be articulated due to Plaintiff's failure to particularize their claims, due to Plaintiff's failure to provide more specific

1 information concerning the nature of the damage claims and claims for certain costs which Plaintiff
2 alleges Defendant may share some responsibility. Defendant therefore reserves the right to assert
3 additional defenses upon further particularization of Plaintiff's claims, upon discovery of further
4 information concerning the alleged damage claims and claims for costs, and upon the development
5 of other pertinent information.

6 Defendant reserves the right to amend its answer herein, including the addition of affirmative
7 defenses after pleading and discovery in preparation for trial.

8 WHEREFORE, Defendant prays as follows:

- 9 1. That PLAINTIFF take nothing by this action;
 - 10 2. That PLAINTIFF'S Complaint and each purported cause of action therein be
11 dismissed with prejudice;
 - 12 3. That DEFENDANT be awarded the costs of suit incurred, including attorney's fees
13 where applicable; and
 - 14 4. For such other and further relief as the Court deems just and proper.
- 15
16
17

18 Dated: August 12, 2025

Respectfully submitted,

GERAGOS & GERAGOS, APC

By: /s/ Dev Das

MARK GERAGOS

ALEXANDRA KAZARIAN

DEV DAS

Attorneys for Mario Lopez

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 644 South Figueroa Street Los Angeles, California 90017-3411.

On August 12, 2025, I served the foregoing document described as:

DEFENDANT MARIO LOPEZ' ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

on the interested parties listed below:

Desiree Townsend
2901 Ocean Park Blvd., Suite 201
Santa Monica, CA 90405
desiree@sparktrademarks.com

Attorney for Defendant, Mario Lopez

Said service was made by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated above AND,

- ☒ (U.S. MAIL) Placing the envelope for collection and mailing on the date and at our business address following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- ☒ (BY ELECTRONIC TRANSMISSION) I caused the above-described document to be transmitted by electronic transmission.

Executed on August 12, 2025, at Los Angeles, California 90017.

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

/s/ Tony Benitez

TONY BENITEZ