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FILED
Superior Court of California
County of Los Angeles

DEC 11 2017

Sherri R. Carter, Executive Officer/Clerk
By Judi Lara, Deputy

6 Attorneys for Defendant and Cross-Complainant
Bloom Hergott Diemer Rosenthal LaViolette
7 Feldman Schenkman & Goodman, LLP and
Defendant Jacob A. Bloom
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9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JOHN C. DEPP, II, SCARAMANGA
BROS., INC., a California corporation;
13 L.R.D. PRODUCTIONS, INC., a
California corporation, INFINITUM
14 NIHIL, a California corporation,

15 Plaintiffs,

16 vs.

17 BLOOM HERGOTT DIEMER ROSENTHAL
LAVIOLETTE FELDMAN SCHENKMAN &
18 GOODMAN, LLP, JACOB A. BLOOM, and
19 DOES 1-30,

20 Defendants.
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CASE NO.: BC680066

**DEFENDANTS BLOOM
HERGOTT DIEMER ROSENTHAL
LAVIOLETTE FELDMAN SCHENKMAN
& GOODMAN, LLP'S AND JACOB A.
BLOOM'S ANSWER TO COMPLAINT**

Complaint Filed: October 17, 2017

Honorable Terry Green

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

12/13/2017

CIT/CASE: BC680066
LEA/DEF#:

RECEIPT #: CCH520872065
DATE PAID: 12/11/17 04:09 PM
PAYMENT: \$870.00 310
RECEIVED:

CHECK:	\$870.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00

STREET
CITY, STATE, ZIP
ADDRESS

NOV 11 17

1000
1000

1 Defendants Bloom Hergott Diemer Rosenthal LaViolette Feldman Schenkman & Goodman,
2 LLP and Jacob A. Bloom (“Defendants”) answer Plaintiffs’ unverified Complaint as follows:

3 **GENERAL DENIAL**

4 Pursuant to California Civil Procedure Code § 431.30(d), Defendants generally deny each
5 and every allegation of the Complaint. Defendants further deny that Plaintiffs are entitled to any
6 relief against Defendants and deny that Plaintiffs have sustained any injury, damage, or loss by
7 reason of any conduct, action, error or omission on the part of Defendants, or any agent, employee or
8 any other person acting under Defendants’ authority or control.

9 **AFFIRMATIVE DEFENSES**

10 Pursuant to California Civil Procedure Code § 431.30(b)(1), Defendants state the following
11 affirmative defenses to the allegations in the Complaint:

12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Failure to State a Cause Of Action)**

14 The Complaint fails to state facts sufficient to constitute any cause of action against
15 Defendants.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Statute of Limitations)**

18 Plaintiffs’ claims are barred by applicable statutes of limitations, including, but not limited
19 to, California Civil Procedure Code § 340.6 and California Business & Professions Code § 17208.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Laches)**

22 Plaintiffs’ claims are barred in whole or in part by the doctrine of laches.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 **(Estoppel)**

25 Through Plaintiffs’ conduct, representations, and omissions caused Defendants to act on his
26 behalf and estop him from asserting any claim for relief against Defendants for these actions.

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FIFTH AFFIRMATIVE DEFENSE

(Waiver)

Plaintiffs' conduct, representations, and omissions over the course of Defendants representation of Plaintiffs on multiple matters constitutes a waiver all of their claims for relief against Defendants.

SIXTH AFFIRMATIVE DEFENSE

(Fault of Others / Comparative Fault)

Plaintiffs' claims are barred because the events and happenings alleged in the complaint, as well as ensuing injuries and losses, if any, were proximately caused and contributed to by the negligence, fault, and misconduct of Plaintiffs and/or their agents and representatives (whose acts, conduct, and/or omissions are chargeable to Plaintiffs). In the alternative, any recovery by plaintiffs must be reduced by the amount of loss caused by the aforesaid acts and/or omissions of Plaintiffs and/or their agents, representatives, or attorneys.

SEVENTH AFFIRMATIVE DEFENSE

(Ratification)

Plaintiffs' claims are barred in whole or in part because Plaintiffs consented to, ratified, or acquiesced in all of the alleged acts or omissions of which they complain.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Plaintiffs' claims are barred because Plaintiffs failed, by their own actions and inactions, to use reasonable care to mitigate, minimize, or avoid any injury or loss they may have sustained as alleged in the Complaint, despite knowing of the facts alleged since as early as 1999.

NINTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Plaintiffs' acts and omissions throughout the course of Defendants' representation of Plaintiffs bar their claims under the doctrine of unclean hands.

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TENTH AFFIRMATIVE DEFENSE

(Consent)

Plaintiffs' claims are barred as a result of their consent to Defendants' acts or omissions over the course of Defendants' representation of Plaintiffs on multiple matters.

ELEVENTH AFFIRMATIVE DEFENSE

(Setoff and Recoupment)

Without conceding that Defendants' acts, statements, or omissions caused damage to Plaintiffs, Defendants allege that they are entitled to setoff and recoup against any judgement that may be entered for the Plaintiffs any sums that Plaintiffs owe to Defendants or recover from other sources.

TWELFTH AFFIRMATIVE DEFENSE

(Punitive Damages Improper)

Neither the Complaint, nor any of Plaintiffs' causes of action, state facts sufficient to constitute a claim for punitive damages against Defendants. Plaintiffs' claims for punitive or exemplary damages and the statutory authority, including but not limited to California Civil Code § 3294, pursuant to which Plaintiffs seek punitive damages, are barred, invalid on their face or as applied to Defendants, or reduced by applicable law or statute. In the alternative, Plaintiffs' claims for punitive damages are improper to the extent they violate the due process protections afforded by the Fifth and Fourteenth Amendments of the United States Constitution and the standards set forth in *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (2003), *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996), *TXO Prod. Corp. v. Alliance Res., Inc.*, 509 U.S. 443 (1993), and *Pacific Mutual Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991).

THIRTEENTH AFFIRMATIVE DEFENSE

(Business Practice Not Unlawful)

Defendants' business practices as alleged in the Complaint are not "unlawful" within the meaning of California Business and Professions Code sections 17200 et seq. Defendants have complied with all applicable laws and regulations.

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12/13/2017

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FOURTEENTH AFFIRMATIVE DEFENSE

(Business Practice Not Fraudulent)

Defendants' business practices as alleged in the Complaint are not "fraudulent" within the meaning of California Business and Professions Code Sections 17200 et seq.

FIFTEENTH AFFIRMATIVE DEFENSE

(Business Practice Not Unfair)

Defendants' business practices as alleged in the Complaint are not "unfair" within the meaning of California Business and Professions Code Sections 17200 et seq.

SIXTEENTH AFFIRMATIVE DEFENSE

(Lack of UCL Standing)

Plaintiffs have not suffered an injury sufficient to confer standing under the Unfair Competition Law, California Business and Professions Code sections 17200 et seq.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Quantum Meruit)

Plaintiffs' ability to recover is barred because Defendants are entitled to collect a reasonable fee for providing legal services to Plaintiffs.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

Plaintiffs Scaramanga Bros., Inc., L.R.D. Productions, Inc., and Infinitum Nihil lack standing to sue and are not real parties in interest as to some or all of their causes of action and are thereby precluded from any recovery.

NINETEENTH AFFIRMATIVE DEFENSE

(Improper Plaintiffs)

Plaintiffs Scaramanga Bros., Inc. and L.R.D. Productions, Inc., and Infinitum Nihil cannot state a cause of action under California Business and Professions Code § 6148 because they are corporations.

1 **TWENTIETH AFFIRMATIVE DEFENSE**

2 **(Additional Defenses)**

3 Defendants presently have insufficient knowledge or insufficient information upon which to
4 form a belief as to whether they may have additional, yet unasserted, affirmative defenses.

5 Defendants specifically give notice that they intend to rely upon such other defenses as may become
6 available by law, or pursuant to statute, or during any further discovery proceedings of this case, and
7 hereby reserves the right to amend its Answer and assert such defenses.

8 **PRAYER FOR RELIEF**

9 WHEREFORE. Defendants Bloom Hergott Diemer Rosenthal LaViolette Feldman
10 Schenkman & Goodman, LLP and Jacob A. Bloom pray for judgment in their favor and against
11 Plaintiffs, costs of suit, and such other and further relief as the Court deems just and proper.
12

13 DATED: December 11, 2017

14 REED SMITH LLP

15
16 By: _____

17 Kurt C. Peterson
18 Peter J. Kennedy
19 Mathew M. Wrenshall
20 Attorneys for Defendant and Cross-Complainant
21 Bloom Hergott Diemer Rosenthal LaViolette
22 Feldman Schenkman & Goodman, LLP and
23 Defendant Jacob A. Bloom
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PROOF OF SERVICE

John C. Depp, II, et al v. Bloom, et al.
Los Angeles Superior Court Case No. BC680066

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900 Los Angeles, CA 90071. On December 11, 2017, I served the following document(s) by the method indicated below:

**DEFENDANTS BLOOM HERGOTT DIEMER ROSENTHAL LAVIOLETTE FELDMAN
SCHENKMAN & GOODMAN, LLP'S AND JACOB A. BLOOM'S ANSWER TO
COMPLAINT**

by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.

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Ali M. Abugheida
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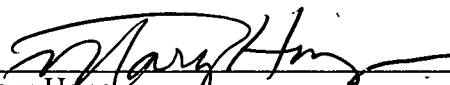
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 11, 2017, at Los Angeles, California.



Mary Hong

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12/13/2017