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8 Attorneys for Defendant
9 DIRECTV, Inc., THE DIRECTV GROUP, Inc.,
10 DIRECTV HOLDINGS, LLC, and
11 DOES 1 through 100

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 LBM PROPERTIES, LLC (“LBM”), a
15 California Limited Liability Company,
16 POSAMAR, LLC (“Posamar”), a California
17 Limited Liability Company, AMILA, LLC
18 (“Amila”), a California Limited Liability
19 Company and GEORGE KEFALAS, an
20 Individual, on behalf of themselves and all other
21 similarly situated;

22 Plaintiffs,

23 v.

24 DIRECTV, Inc. , a Delaware corporation, THE
25 DIRECTV GROUP, Inc., a Delaware
26 Corporation, DIRECTV HOLDINGS, LLC, a
27 California Limited Liability Company, and
28 DOES 1 through 100,

Defendants.

LASC Case No. BC540043

**DEFENDANT’S ANSWER AND
AFFIRMATIVE DEFENSES TO THE
CLASS ACTION COMPLAINT**

Judge: Hon. Kenneth R. Freeman
Dept: 310

Action Filed: March 20, 2014

1 Defendant DIRECTV, LLC, erroneously sued as DIRECTV, Inc., The DIRECTV Group
2 Inc., and DIRECTV Holdings, LLC (“DIRECTV” or “Defendant”) hereby answers the
3 Complaint of Plaintiffs LBM Properties, LLC, Posamar, LLC and Amila, LLC (collectively the
4 “Plaintiffs”) on both an individual and class-wide basis, as follows.

5 **GENERAL DENIAL**

6 Pursuant to California Code of Civil Procedure § 431.30(d), DIRECTV generally denies
7 every allegation contained in the Complaint and further denies that Plaintiffs are entitled to any
8 equitable or monetary relief, or are otherwise entitled to any relief whether or not sought in the
9 Complaint.

10 **AFFIRMATIVE DEFENSES**

11 DIRECTV pleads the following separate affirmative defenses to the Complaint.

12 **FIRST AFFIRMATIVE DEFENSE**

13 (Failure to State a Cause of Action)

14 1. Each cause of action asserted in the Complaint fails to allege facts sufficient to
15 state a cause of action against DIRECTV.

16 **SECOND AFFIRMATIVE DEFENSE**

17 (Consent)

18 2. The claims of the Plaintiffs or one or more members of the class they seek to
19 represent are barred because they consented to allow DIRECTV’s equipment to be installed on
20 their property.

21 **THIRD AFFIRMATIVE DEFENSE**

22 (Statute of Limitations)

23 3. The claims of the Plaintiffs or one or more members of the class they seek to
24 represent are barred in whole or in part by the statute of limitations.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 (Waiver and Estoppel)

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28

(Actions Not Unfair)

11. The claims of the Plaintiffs or one or more members of the class they seek to represent are barred in whole or in part because the actions of DIRECTV complained of in the Complaint, if made or undertaken at all, are not unfair, within the meaning of the Unfair Competition Law, § 17200 et seq and the utility of the practices outweigh any harms.

TWELFTH AFFIRMATIVE DEFENSE

(Safe Harbor)

12. DIRECTV's conduct and practices are authorized by law as to Plaintiffs or one or more members of the class they seek to represent and are therefore immunized from attack.

THIRTEENTH AFFIRMATIVE DEFENSE

(Superseding or Intervening Acts and Omissions)

13. The claims of the Plaintiffs or one or more members of the class they seek to represent are barred in whole or in part because any damages or other injury allegedly sustained by Plaintiffs or other putative class members were legally or proximately caused and contributed by persons or entities other than DIRECTV, including others who have not been joined in this matter.

FOURTEENTH AFFIRMATIVE DEFENSE

(Negligence of Plaintiffs)

14. The claims of the Plaintiffs were legally and proximately caused and contributed to by the negligence, fault, assumption or risk, and other culpable conduct of plaintiffs, and plaintiffs, recovery in this action must be diminished in the proportion that such conduct contributed to the alleged damages of plaintiffs.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

15. Plaintiffs and certain putative class members failed to mitigate their damages, if any, in the manner and to the extent required by law and plaintiffs' recovery, if any, must be reduced in proportion to the amount attributable to plaintiffs' failure to mitigate damages.

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SIXTEENTH AFFIRMATIVE DEFENSE

(No Legal Duties)

16. Plaintiffs and certain putative class members claims are barred, in whole or in part, because DIRECTV did not have a legal relationship or otherwise owe a legal duty to Plaintiffs or to the class members they seek to represent.

SEVENTEENTH AFFIRMATIVE DEFENSE

(No Class Action)

17. Plaintiffs cannot maintain this action as a class action and thus this action is improperly brought as a class action.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Invalid Class)

18. This action is barred, in whole or in part, because the putative classes are overbroad and the putative class members are not entitled to any recovery.

NINETEENTH AFFIRMATIVE DEFENSE

(Subsequently Discovered Defenses)

19. DIRECTV alleges as an affirmative defense that it intends to rely upon such other defenses as may become legally available hereafter or become apparent during discovery proceedings in this case and hereby reserves it right to amend its answer to assert any such defenses.

Dated: October 21, 2015

MAYER BROWN LLP
JOHN NADOLENCO

By: 

John Nadolenco
Attorneys for Defendant
DIRECTV, Inc., THE DIRECTV GROUP, Inc.,
DIRECTV HOLDINGS, LLC, and
DOES 1 through 100

1 **PROOF OF SERVICE**

2 I, Simoné Hernandez, declare:

3 I am employed in Los Angeles County, California. I am over the age of eighteen years
4 and not a party to the within-entitled action. My business address is Mayer Brown LLP, 350
5 South Grand Avenue, 25th Floor, Los Angeles, California 90071-1503. On October 21, 2015, I
6 served a copy of the within document(s):

7 **DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES TO THE**
8 **CLASS ACTION COMPLAINT**

9 by placing the document(s) listed above in a sealed envelope with postage thereon
10 fully prepaid, in the United States mail at Los Angeles, California addressed as set
11 forth below. I am readily familiar with the firm's practice of collection and
12 processing correspondence for mailing. Under that practice it would be deposited
with the U.S. Postal Service on that same day with postage thereon fully prepaid in
the ordinary course of business. I am aware that on motion of the party served,
service is presumed invalid if postal cancellation date or postage meter date is
more than one day after date of deposit for mailing in affidavit.

13
14 Bramson, Plutzik, Mahler & Birkhaeuser, LLP *Attorneys for Plaintiffs*
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17 Izard Nobel LLP
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29 South Main Street, Suite 215
20 West Hartford, CT 06107

21 I declare under penalty of perjury under the laws of the United States of America that the
22 above is true and correct.

23 Executed on October 21, 2015, at Los Angeles, California.

24
25 
Simoné Hernandez