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Attorney for Defendant

Harry Potter

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR

FOR THE COUNTY OF SONOMA

HERMIONE GRANGER, ) CASE NO. 454545

)

Plaintiff, ) **ANSWER OF DEFENDANT**

Harry Potter

) **TO COMPLAINT OF PLAINTIFF**

v. ) Hermione Granger

)

HARRY POTTER, )

)

Defendants. )

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Defendant, Harry Potter for themselves and no other Defendant, denies and alleges as follows:

1. Pursuant to the provision of section 431.30(d) of the California Code of Civil Procedure, Defendant, Harry Potter denies, both generally and specifically, each, every and all of the allegations of Plaintiff, Hermione Granger and each and every cause of action contained therein, and the whole thereof; this Answering Defendant further denies that Plaintiff was damaged and/or injured in any sum or sums, or at all, by reason of any negligent act and/or omission to, or any other conduct on the part of this Answering Defendant, or any of their agents and/or employees.

FURTHER, AS SEPARATE AFFIRMATIVE DEFENSES to each and every cause of action of the complaint, this Answering Defendant is informed and believes, and on such information and belief alleges as follows:

**FIRST AFFIRMATIVE DEFENSE**

2. As a first, separate, and affirmative defense, this Answering Defendant alleges that the Plaintiff's complaint and each cause of action contained therein fails to state facts sufficient to constitute a cause of action against this Answering Defendant. This affirmative defense is for the purpose of avoiding any waiver of the affirmative defense and is based on information and belief. This affirmative defense is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

**SECOND AFFIRMATIVE DEFENSE**

3. As a second, separate, and affirmative defense to the unverified Complaint on file herein, these answering Defendants allege that the action sued on herein is barred by the provisions of Civil Code Sections 1624(b), 1624(c) and 1624(d), in that the contract sued on is for the building and site remodeling, trade services, labor and materials of real property and is invalid unless subscribed by the party sought to be charged.

**THIRD AFFIRMATIVE DEFENSE**

4. As a third, separate, and affirmative defense to the unverified Complaint on file herein, these answering Defendants allege that they have incurred damages by reason of Plaintiff's conduct and that it has the right of offset of any amount of monies owed to Plaintiff by way of damages.

**FOURTH AFFIRMATIVE DEFENSE**

5. As a fourth, separate, and affirmative defense to the unverified Complaint on file herein, these answering Defendants allege that Plaintiff's actions constituted a full release by Plaintiff of any and all claims which he may have had against these answering Defendants.

**FIFTH AFFIRMATIVE DEFENSE**

6. As a fifth, separate, and affirmative defense to the unverified Complaint on file herein, these answering Defendants allege that Plaintiff herein, and each and every cause of action contained in the unverified Complaint, is barred because Plaintiff has engaged in acts and courses of conduct which render him in pari delicto.

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WAYNE, PRINCE & JONES LLP

/s/ Cassie Ainsworth

Cassie Ainsworth

Of attorneys for Defendant