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PICTURES HOME ENTERTAINMENT INC.,
6 COLUMBIA TRISTAR HOME
ENTERTAINMENT, and STUDIO PAYROLL
7 SERVICES, INC.

FILED
Superior Court of California
County of Los Angeles

MAR 22 2016

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10 CENTRAL DISTRICT

11 AMY HELLER, an individual,
12 Plaintiff,

CASE NO. BC 602284

13 v.

ANSWER TO COMPLAINT AND
AFFIRMATIVE DEFENSES

14 SONY PICTURES ENTERTAINMENT,
15 INC., a Delaware corporation; SONY
PICTURES HOME ENTERTAINMENT,
16 INC., a Delaware corporation; COL TRISTAR
HOME ENTERTAINMENT, an entity of
17 unknown form doing business in California;
ANDREWS INTERNATIONAL, INC., a
18 Delaware corporation; STUDIO PAYROLL
SERVICES, INC., a California corporation;
19 and DOES 1 through 50, inclusive;;

File Date: November 24, 2015
Trial Date: TBD

20 Defendants.

CIT/CASE: BC602284
LEA/DEF#: RECEIVED: 310
RECEIPT #: CCH195707041
DATE PAID: 03/22/16 02:03 PM
PAYMENT: \$1,740.00
CHECK: \$1,740.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

03/24/2016

28 Mitchell
Silberberg &
Knupp LLP

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ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES

1 Defendants SONY PICTURES ENTERTAINMENT INC., SONY PICTURES HOME
2 ENTERTAINMENT INC., COLUMBIA TRISTAR HOME ENTERTAINMENT and STUDIO
3 PAYROLL SERVICES, INC. (collectively, "Defendants") hereby submit this Answer and
4 Affirmative Defenses ("Answer") for themselves and no one else in response to the Complaint for
5 Damages filed by Plaintiff AMY HELLER ("Plaintiff").

6 **GENERAL DENIAL**

7 Pursuant to Code of Civil Procedure § 431.30(d), Defendants generally and specifically
8 deny each and every allegation in the Complaint, and each cause of action in the Complaint, and
9 deny that Plaintiff has been injured or damaged as alleged, or at all. Defendants further deny that
10 Plaintiff is entitled to the relief sought in the Complaint, or to any relief at all.

11 **AFFIRMATIVE DEFENSES**

12 Defendants submit the following affirmative defenses to the Complaint, and each and
13 every cause of action, claim or common count alleged therein, without assuming or undertaking
14 any burden, or burdens of proof, not otherwise assigned to it by law:

15 **FIRST AFFIRMATIVE DEFENSE**

16 **(FAILURE TO STATE A CLAIM)**

17 1. Neither the Complaint nor any cause of action contained therein states sufficient
18 facts to constitute a cause of action against Defendants, or any of them.

19
20 **SECOND AFFIRMATIVE DEFENSE**

21 **(SUPERSEDING EVENTS)**

22 2. Plaintiff's claims are barred, in whole or in part, to the extent any harm or damages
23 suffered by plaintiff's was caused by the intervening, supervening, or superseding acts of third-
24 parties.

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THIRD AFFIRMATIVE DEFENSE

(NO PROXIMATE CAUSE)

3. Plaintiff's claims are barred, in whole or in part, by a lack of actual or proximate cause.

FOURTH AFFIRMATIVE DEFENSE AFFIRMATIVE DEFENSE

(COMPARATIVE NEGLIGENCE)

4. Plaintiff's claims are barred, in whole or in part, by the doctrine of comparative negligence.

FIFTH AFFIRMATIVE DEFENSE FIFTH AFFIRMATIVE DEFENSE

(COMPARATIVE FAULT)

5. Plaintiff's claims are barred, in whole or in part, by the comparative fault of Plaintiff and of third parties.

SIXTH AFFIRMATIVE DEFENSE SIXTH AFFIRMATIVE DEFENSE

(APPORTIONMENT OF FAULT)

6. Plaintiff's claims are barred, in whole or in part, by the doctrine of apportionment of fault.

SEVENTH AFFIRMATIVE DEFENSE

(NO COMPENSABLE INJURY)

7. Plaintiff has suffered no compensable injury.

EIGHTH AFFIRMATIVE DEFENSE

(NECESSARY PARTIES)

8. Plaintiff has failed to join necessary and/or indispensable parties.

NINTH AFFIRMATIVE DEFENSE

(AVOIDABLE CONSEQUENCES)

9. By unreasonably publicizing the matters of which she complains, Plaintiff failed to avoid damages she claims to have suffered. Accordingly, Plaintiff is not entitled to recover any damages as prayed for in the Complaint on the grounds that such damages could have been avoided under the doctrine of avoidable consequences.

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TENTH AFFIRMATIVE DEFENSE

(WAIVER)

10. Plaintiff may not seek relief from this Court as her claims are subject to the doctrine of waiver.

ELEVENTH AFFIRMATIVE DEFENSE

(ESTOPPEL)

11. Plaintiff may not seek relief from this Court as her claims are subject to the doctrine of estoppel.

TWELFTH AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

12. Plaintiff has failed to mitigate her damages, and to the extent of such failure to mitigate, any damages awarded to Plaintiff must be reduced accordingly.

THIRTEENTH AFFIRMATIVE DEFENSE

(WORKERS' COMPENSATION PREEMPTION)

13. The Complaint, and every cause of action therein, fails to state facts sufficient to constitute any cause of action over which this Court has jurisdiction in that, to the extent Plaintiff allegedly suffered workplace injuries, or was disadvantaged in employment allegedly because of such injuries, the exclusive remedy for her purported injuries is workers' compensation, as provided in Labor Code Section 132a and Labor Code Section 3600, et seq.

FOURTEENTH AFFIRMATIVE DEFENSE

(WORKERS' COMPENSATION SET-OFF)

14. Even if the California Workers' Compensation laws did not provide the exclusive remedy for Plaintiff's claims, any civil damages to which Plaintiff may be entitled must be offset by any award or settlement received under the Workers' Compensation laws.

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FIFTEENTH AFFIRMATIVE DEFENSE
(FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES)

15. Plaintiff's claims are barred to the extent Plaintiff has failed to exhaust her administrative remedies, including but not limited to remedies before the Workers' Compensation Appeals Board.

SIXTEENTH AFFIRMATIVE DEFENSE
(STATUTE OF LIMITATIONS)

16. To the extent any of the complained of conduct occurred outside the applicable limitations period, Plaintiff's claims are barred in whole or in part by the applicable statutes of limitations, including but not limited to, the two year statute of limitations applicable to claims for intentional torts contained in California Code of Civil Procedure ("CCP") section 335.1 and the one year statute of limitations for libel and slander claims contained in CCP section 340(c).

SEVENTEENTH AFFIRMATIVE DEFENSE
(OFFSET)

17. Any amounts recovered by Plaintiff must be set off by amounts owed by Plaintiff, if any, to Defendants, and any amounts received by Plaintiff as income or payments from other sources.

EIGHTEENTH AFFIRMATIVE DEFENSE
(ECONOMIC LOSS DOCTRINE)

18. Plaintiff's claims and/or right to recovery are barred by the economic loss doctrine.

NINETEENTH AFFIRMATIVE DEFENSE
(RELEASE)

19. Plaintiff's causes of action are barred, in whole or in part, by the doctrines of release, discharge, accord and satisfaction, and covenant not to sue by virtue of, without limitation, the Acknowledgment and Release that Plaintiff signed effective May 28, 2014.

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TWENTIETH AFFIRMATIVE DEFENSE

(ACCORD AND SATISFACTION)

20. The Complaint, and each alleged cause of action contained therein, is barred, in whole or in part, by the doctrine of accord and satisfaction by virtue of, without limitation, the Acknowledgment and Release that Plaintiff signed effective May 28, 2014.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(PRIVILEGE AND JUSTIFICATION)

21. The acts and statements of Defendants herein were privileged or justified, in whole or in part, as a matter of California and/or federal law, including, but not limited to, Article I, Section 2(a) of the California Constitution, the First and Fourteenth Amendments to the United States Constitution, and California Civil Code sections 44 through 48, and cannot, therefore, give rise to liability herein. For example, without limitation, such statements constitute communications between interested persons without malice.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(SINGLE PUBLICATION RULE)

22. Plaintiff's claims are barred, in whole or in part, by the Single Publication Rule. Cal. Civil Code Section 3425.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(LEGITIMATE BUSINESS JUDGMENT)

23. Any and all conduct of which Plaintiff complains, which is attributed to Defendants and/or which Defendants undertook, was a just and proper exercise of discretion and business judgment, undertaken for a fair and honest reason and regulated by good faith under the circumstances then existing.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(GOOD FAITH)

24. The Complaint in its entirety and each and every cause of action alleged therein is barred because all actions of Defendants as alleged therein were privileged, undertaken in good faith, and/or undertaken in the exercise of reasonable business judgment.

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TWENTY-FIFTH AFFIRMATIVE DEFENSE
(TRUTH/OPINION)

25. Plaintiff's claims are barred, in whole or in part, on the ground that, at all relevant times, any statements or conduct by Defendants and the reasonable implications thereof constituted the truth. Alternatively, any such statements constitute non-actionable opinion.

TWENTY-SIXTH AFFIRMATIVE DEFENSE
(NO PUBLICATION)

26. Defendants did not publish the matters of which Plaintiff complains and therefore may not be held responsible therefor.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE
(AFTER-ACQUIRED EVIDENCE)

27. Plaintiff's claims are barred or reduced, in whole or in part, by the after-acquired evidence of Plaintiff's misconduct that has been, or may be, discovered.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE
(OUTSIDE THE COURSE AND SCOPE OF EMPLOYMENT)

28. If any unlawful acts took place, they took place outside the course and scope of agency with Defendant, and any such behavior was not known to Defendant, and was not ratified or condoned by Defendant.

TWENTY-NINTH AFFIRMATIVE DEFENSE
(NO LIABILITY FOR ACTS OF OTHER DEFENDANTS)

29. Defendants are not responsible for any act or omission of any other defendant(s) named in the Complaint because the acts and omissions alleged to have been committed by any such other defendants, if they occurred at all, were not in the course and scope of employment, were not known to Defendants, and were not ratified or condoned by Defendants.

THIRTIETH AFFIRMATIVE DEFENSE
(NO ENTITLEMENT TO COMPENSATORY DAMAGES)

30. Plaintiff is not entitled to compensatory damages of any kind or in any amount whatsoever.

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THIRTY-FIRST AFFIRMATIVE DEFENSE
(FAILURE TO STATE A CLAIM FOR PUNITIVE DAMAGES)

31. Plaintiff's claim for punitive damages is barred in that she has failed to plead facts sufficient to support allegations of malice, oppression, fraud and despicable conduct; in addition, any acts alleged to have been conducted by an agent of Defendants were not conducted by an officer, director or "managing agent" of Defendants.

THIRTY-SECOND AFFIRMATIVE DEFENSE
(DUE PROCESS/EXCESSIVE FINE VIOLATION)

32. Any award of punitive damages, as sought by Plaintiff, would violate the due process and excessive fine clauses of the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution, therefore barring Plaintiff from any and all such recovery.

THIRTY-THIRD AFFIRMATIVE DEFENSE
(NO WILLFULNESS OR MALICIOUSNESS)

33. Plaintiff is not entitled to any penalties or punitive, exemplary or liquidated damages because at all relevant times, Defendants acted without willfulness or malice.

THIRTY-FOURTH AFFIRMATIVE DEFENSE
(NO ENTITLEMENT TO PREJUDGMENT INTEREST)

34. Plaintiff is not entitled to any prejudgment interest in any amount whatsoever from Defendant.

THIRTY-FIFTH AFFIRMATIVE DEFENSE
(ADEQUATE LEGAL REMEDY)

35. Plaintiff has an adequate remedy at law and, therefore, all claims for equitable relief are inapplicable.

THIRTY-SIXTH AFFIRMATIVE DEFENSE
(NO INJUNCTIVE RELIEF)

36. Plaintiff fails to allege any basis upon which injunctive relief would be available.

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THIRTY-SEVENTH AFFIRMATIVE DEFENSE
(RESERVATION OF RIGHTS)

37. Defendants do not presently know all of the facts and circumstances respecting Plaintiff's claims. Defendants reserve the right to amend this Answer should it later discover facts demonstrating the existence of additional affirmative defenses.

PRAYER FOR RELIEF:

WHEREFORE, Defendants pray for judgment as follows:

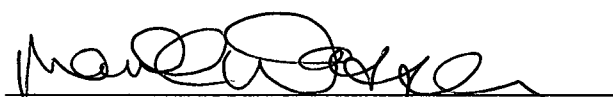
1. That judgment be entered in favor of Defendants and against Plaintiff;
2. That the Complaint be dismissed in its entirety with prejudice;
3. That Defendants be awarded their attorneys' fees, expert fees, and costs of suit incurred herein; and

For such other and further relief as the Court may deem proper.

DATED: March 22, 2016

Respectfully submitted,

MITCHELL SILBERBERG & KNUPP LLP
MARK A. WASSERMAN

By: 
Mark A. Wasserman
Attorneys for Defendants

03/22/2016

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles , State of California, I am over the age of
4 eighteen years and am not a party to this action; my business address is Mitchell Silberberg &
5 Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683, and my business
6 email address is sxm@msk.com.

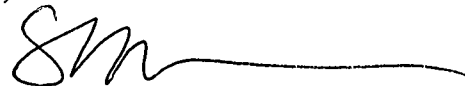
7 On March 22, 2016, I served a copy of the foregoing document(s) described as **ANSWER
8 TO COMPLAINT AND AFFIRMATIVE DEFENSES** on the interested parties in this action at
9 their last known address as set forth below by taking the action described below:

<p>8 David M. deRubertis 9 Alyssa K. Schabloski 10 The deRubertis Law Firm, APC 11 4219 Coldwater Canyon Avenue 12 Studio City, California 91604 13 Phone: (818)761-2322 14 FAX: (818) 761 -2323 15 E-mail: David@deRubertisLaw.com 16 E-mail: Alyssa@deRubertisLaw.com</p>	<p>Attorney for Plaintiff</p>
<p>13 Kathy Hunt 14 Manning & Kass, Ellrod, Ramirez, Trester LLP 15 801 South Figueroa Street, 15th Floor 16 Los Angeles, CA 90017 17 Phone: (213) 624-6900 18 E-mail: KAK@manningllp.com</p>	<p>Attorneys for Defendant Andrews International, Inc.</p>

19 **BY PLACING FOR COLLECTION AND MAILING:** I placed the above-mentioned
20 document(s) in sealed envelope(s) addressed as set forth above, and placed the envelope(s)
21 for collection and mailing following ordinary business practices. I am readily familiar
22 with the firm's practice for collection and processing of correspondence for mailing with
23 the United States Postal Service. Under that practice it would be deposited with the U.S.
24 Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic
25 Boulevard, Los Angeles, California 90064-1683 in the ordinary course of business.

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

28 Executed on March 22, 2016, at Los Angeles, California.



Suzanne Montgomery

03/24/2016