

ORIGINAL

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11 Attorneys for Defendants KIMBERLY NOEL  
12 KARDASHIAN, KHLOE KARDASHIAN,  
13 KOURTNEY MARY KARDASHIAN, ROBERT  
14 KARDASHIAN, JR., DASH and SMOOCH

**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 05 2008

JOHN A. CLARKE, CLERK

BY SHAUNTA WESLEY, DEPUTY

Fees paid on 4/2/08 \$1,900.00

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

12 SONJA NORWOOD, an individual,

13 Plaintiff,

14 vs.

15 KIMBERLY NOEL KARDASHIAN, an  
16 individual; KHLOE KARDASHIAN, an  
17 individual; KOURTNEY MARY  
18 KARDASHIAN, an individual; ROBERT  
19 KARDASHIAN, JR., an individual; DASH, an  
20 unknown corporate entity or d/b/a; SMOOCH,  
21 an unknown corporate entity or d/b/a; and  
22 DOES I through 100, inclusive,

23 Defendants.

CASE NO. BC 384786

ANSWER TO COMPLAINT

Assigned to Hon. Aurelio Munoz, Dept 47

Action Filed: February 4, 2008  
Trial Date: None Set

1 Defendants KIMBERLY NOEL KARDASHIAN, KHLOE KARDASHIAN,  
 2 KOURTNEY MARY KARDASHIAN, ROBERT KARDASHIAN, JR., DASH and SMOOCH  
 3 (collectively "Defendants") respond to the Complaint ("Complaint") of SONJA NORWOOD  
 4 ("Plaintiff") in this action as follows:

5 **GENERAL DENIAL**

6 1. Under the provisions of Section 431.30(d) of the California Code of Civil  
 7 Procedure, Defendants, for themselves and no other defendants, deny generally and specifically  
 8 each and every allegation contained in the Complaint, and the whole thereof, and deny that  
 9 Plaintiff has sustained any injury or loss by reason of any act or omission on the part of the  
 10 Defendants and deny that Plaintiff has been damaged in any amount whatsoever.

11 **FIRST AFFIRMATIVE DEFENSE**

12 (Failure to State a Claim)

13 2. The Complaint and each and every claim therein fail to state claims upon which  
 14 relief can be granted.

15 **SECOND AFFIRMATIVE DEFENSE**

16 (Unclean Hands)

17 3. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiff's  
 18 claims are barred in whole or in part by their unclean hands.

19 **THIRD AFFIRMATIVE DEFENSE**

20 (Estoppel)

21 4. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiff's  
 22 claims are barred in whole or in part by the doctrine of estoppel.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 (Laches)

25 5. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiff's  
 26 claims are barred in whole or in part by the doctrine of laches.

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**FIFTH AFFIRMATIVE DEFENSE**

(Waiver)

6. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiff has waived any and all of the alleged rights asserted in the Complaint and in each and every claim therein.

**SIXTH AFFIRMATIVE DEFENSE**

(Lack of Damages)

7. Plaintiff's claims are barred because Plaintiff suffered neither damages nor injury, and any damages or injury alleged is attributable to causes other than any asserted acts or omissions of Defendants.

**SEVENTH AFFIRMATIVE DEFENSE**

(Plaintiff's Own Actions Caused Any Loss)

8. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiffs are barred from all relief sought in the Complaint on the ground that any alleged loss or damage Plaintiff has suffered was caused by Plaintiff's own actions.

**EIGHTH AFFIRMATIVE DEFENSE**

(Acquiescence)

9. The claims in the Complaint are barred in whole or in part because the conduct alleged was undertaken, if at all, with Plaintiff's knowledge, acquiescence, ratification, approval, and/or consent.

**NINTH AFFIRMATIVE DEFENSE**

(Failure to Mitigate)

10. As a result of Plaintiff's knowledge, conduct, words and/or actions, Plaintiff's claims for monetary relief are barred or limited because Plaintiff failed to exercise reasonable care and diligence to mitigate its alleged damages.

**TENTH AFFIRMATIVE DEFENSE**

(Speculative Damages)

11. Plaintiff cannot recover any of the damages alleged in the Complaint because such

1 damages, if any, are too speculative to be recoverable at law.

2 **ELEVENTH AFFIRMATIVE DEFENSE**

3 (Remoteness of Damages)

4 12. Plaintiff's First Cause of Action for breach of written contract is barred in whole or  
5 in part under California Civil Code § 3301.

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 (Bad Faith)

8 13. The Complaint is barred in whole or in part because Plaintiff brought this suit in  
9 bad faith, and the claims it assert against Defendants are malicious and frivolous.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 (Vague, Ambiguous and Uncertain)

12 14. The Complaint and each purported cause of action therein, is vague, ambiguous  
13 and uncertain.

14 **FOURTEENTH AFFIRMATIVE DEFENSE**

15 (Contributory and/or Comparative Bad Faith)

16 15. Plaintiff's claims are barred in whole or in part, by the doctrines of contributory  
17 and/or comparative bad faith.

18 **FIFTEENTH AFFIRMATIVE DEFENSE**

19 (No Cognizable Damage or Harm)

20 16. Plaintiff's Complaint, and each and every purported cause of action alleged therein,  
21 is barred because Plaintiff has not suffered any cognizable damage or harm as a result of any act or  
22 omission of Defendants.

23 **SIXTEENTH AFFIRMATIVE DEFENSE**

24 (Statute of Limitations)

25 17. Plaintiff's Complaint, and each and every purported cause of action alleged therein,  
26 is barred by the applicable statute of limitations, including without limitation, California Code of  
27 Civil Procedure sections 337 and 339.

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**EIGHTEENTH AFFIRMATIVE DEFENSE**

(Cal.Civ.Code § 1747.10)

18. Plaintiff's Complaint, and each and every purported cause of action alleged therein, is barred to the extent that Plaintiff failed to avail herself of her rights under Cal. Civ. Code § 1747.10.

**NINETEENTH AFFIRMATIVE DEFENSE**

(Reservation of Rights)

19. Defendants have insufficient information upon which to form a belief as to whether they may have additional unstated affirmative defenses. Defendants reserve the right to assert additional affirmative defenses in the event discovery indicates that they are appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Defendants respectfully pray for judgment against Plaintiff, as follows:

1. That Plaintiff take nothing by way of its Complaint, and that judgment be rendered in favor of the Defendants and against Plaintiff; and
2. For such other and further relief as the Court deems just and proper.

DATED: May 5, 2008

KINSELLA WEITZMAN ISER KUMP &  
ALDISERT LLP

By:

Jeremiah T. Reynolds  
Attorneys for Defendants KIMBERLY NOEL  
KARDASHIAN, KHLOE KARDASHIAN,  
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**PRAYER FOR RELIEF**

WHEREFORE, Defendants respectfully pray for judgment against Plaintiff, as follows:

1. That Plaintiff take nothing by way of its Complaint, and that judgment be rendered in favor of the Defendants and against Plaintiff; and
2. For such other and further relief as the Court deems just and proper.

DATED: May 2, 2008

KINSELLA WEITZMAN ISER KUMP &  
ALDISERT LLP

By: 

Jeremiah T. Reynolds  
Attorneys for Defendants KIMBERLY NOEL  
KARDASHIAN, KHLOE KARDASHIAN,  
KOURTNEY MARY KARDASHIAN, ROBERT  
KARDASHIAN, JR., DASH and SMOOCH

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**PROOF OF SERVICE**

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**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, California 90401.


On May 2, 2008, I served the following document(s) described as **ANSWER TO COMPLAINT** on the interested parties in this action as follows:

Ed McPherson, Esq.  
Pierre Pine, Esq.  
McPherson & Associates  
1801 Century Park East, 24<sup>th</sup> Floor  
Los Angeles, CA 90067  
*(Attorneys for Plaintiff Sonja Norwood)*

**BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

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

Executed on May 2, 2008, at Santa Monica, California.

  
Jentry H Collins

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