

FILED
Superior Court of California
County of Los Angeles

08/06/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: Breanna Bailey Deputy

1 HADARI OSHRI
2 IN PRO PER
3 4205 Via Marina
4 Marina Del Rey
5 Apt B405
6 Marina Del Rey, California 90292
7 Tel: (310) 463-37885
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SMALL CLAIMS COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – WEST DISTRICT

MATTHEW WILKINSON

Plaintiff,

v.

HADARI OSHRI,

Defendant.

Case No. 19SMSC01509

**(Assigned for all purposes to
Department S – Lisa K Sepe-
Wiesenfeld)**

**HADARI OSHRI OSHRI'S ANSWER TO
COMPLAINT**

H.O

~~_____~~
~~_____~~

COME NOW Defendant Hadari Oshri, ("OSHRI" and at times referred to as DEFENDANT" and in response to Plaintiff Matthew Wilkinson's ("PLAINTIFF") unverified Complaint ("Complaint") and answers the allegations contained therein as follows:

GENERAL DENIAL

1. Pursuant to California Code of Civil Procedure §§ 431.30(d) and (f), OSHRI generally and specifically denies each and every allegation contained in the PLAINTIFF's Complaint and each and every alleged cause of action contained therein, and denies that PLAINTIFF sustained damages in the sum or sums alleged therein or in any sums, or at

TAMBORELLI LAY GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1 all. Further, OSHRI denies that PLAINTIFF sustained any injury, damages or loss by
2 reason of any acts or omissions on the part of OSHRI or any agent, servant or employee
3 of OSHRI.

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(FAILURE TO STATE A CAUSE OF ACTION)**

6 **(AS TO ALL CAUSES OF ACTION)**

7 The Complaint, and each and every cause of action therein, fails to set forth facts
8 sufficient to constitute a cause of action against OSHRI.

9 **SECOND AFFIRMATIVE DEFENSE**

10 **(UNCLEAN HANDS)**

11 **(AS TO ALL CAUSES OF ACTION)**

12 OSHRI alleges that as a result of the acts and omissions in the matters relevant to
13 the Complaint, PLAINTIFF has unclean hands and is therefore barred from asserting any
14 claims or obtaining any relief, in whole or in part, from OSHRI.

15 **THIRD AFFIRMATIVE DEFENSE**

16 **(OFFSET)**

17 **(AS TO ALL CAUSES OF ACTION)**

18 4. OSHRI alleges that she suffered damage by reason of PLAINTIFF's
19 conduct; that she has the right of offset if any amount of money is owed to PLAINTIFF or
20 is due to PLAINTIFF by way of damages.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 **(WAIVER)**

23 **(AS TO ALL CAUSES OF ACTION)**

24 5. OSHRI is informed and believes and thereon alleges that by virtue of
25 various acts and omissions committed by or on behalf of PLAINTIFF, PLAINTIFF has
26 waived any claim and/or legal ability for recovery, if any, against OSHRI.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH AFFIRMATIVE DEFENSE

(RELEASE)

(AS TO ALL CAUSES OF ACTION)

6. OSHRI alleges that PLAINTIFF's actions constituted a full release and waiver by PLAINTIFF of any and all claims which PLAINTIFF may have against OSHRI.

SIXTH AFFIRMATIVE DEFENSE

(IN PARI DELICTO)

(AS TO ALL CAUSES OF ACTION)

7. OSHRI alleges that the claims alleged by PLAINTIFF and every purported cause of action in the Complaint are barred because PLAINTIFF has engaged in acts and courses of conduct which rendered them in pari delicto.

SEVENTH AFFIRMATIVE DEFENSE

(EQUITABLE ESTOPPEL)

(AS TO ALL CAUSES OF ACTION)

8. OSHRI alleges that the claims alleged by PLAINTIFF and every purported cause of action in the Complaint are barred by reason of acts, omissions, representations and courses of conduct by PLAINTIFF by which OSHRI was led to rely to her detriment, thereby barring, under the doctrine of equitable estoppel, any causes of action asserted by PLAINTIFF.

EIGHTH AFFIRMATIVE DEFENSE

(APPORTIONMENT)

(AS TO ALL CAUSES OF ACTION)

9. OSHRI is informed and believes and thereon alleges that the matters complained of in the Complaint were proximately caused in whole or in part, by the acts or omissions of a third party or parties or PLAINTIFF. Accordingly, the liability of responsible parties, named or unnamed, should be apportioned according to their respective degrees of fault or other legal responsibility, and the liability, if any, of OSHRI should be reduced accordingly.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NINTH AFFIRMATIVE DEFENSE

(MUTUAL MISTAKE)

(AS TO ALL CAUSES OF ACTION)

10. OSHRI is informed and believes and thereon alleges that if there presently exists or ever existed, any or all of the alleged rights, claims or obligations which PLAINTIFF seeks by way of his Complaint, that said claims or obligations are unenforceable by reason of mutual mistake.

TENTH AFFIRMATIVE DEFENSE

(NONJOINDER)

(AS TO ALL CAUSES OF ACTION)

11. OSHRI hereby alleges and thereon believes that there is a nonjoinder of a party defendant, in absence of which complete relief cannot be accorded among those who are already parties and/or that the non-joined party defendant claims an interest relating to the subject of this action and is so situated that the disposition of this action may impair or impede its ability to protect that interest and/or that the absence of the non-joined party defendant leaves persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of its claimed interest.

ELEVENTH AFFIRMATIVE DEFENSE

(EXERCISE OF MANAGEMENT DISCRETION/GOOD FAITH)

(AS TO ALL CAUSES OF ACTION)

12. Without admitting that PLAINTIFF has sustained any damage or detriment, or that OSHRI is liable to PLAINTIFF in any manner whatsoever for any of the purported causes of action in the Complaint, OSHRI is informed and believes and thereon allege that at all times herein, any alleged conduct by her constituted a just and proper exercise of management discretion, undertaken for a fair and honest reason without malice or unlawful motive, and regulated by good faith under the circumstances that existed at the time, with a reasonable belief that such actions were lawful, and, therefore, OSHRI is not

1 liable for the damages sustained by PLAINTIFF, if any.

2 **TWELFTH AFFIRMATIVE DEFENSE**

3 **(REASONABLE DILIGENCE)**

4 **(AS TO ALL CAUSES OF ACTION)**

5 13. Without admitting that PLAINTIFF has sustained any damage or detriment,
6 or that OSHRI is liable to PLAINTIFF in any manner whatsoever for any of the purported
7 causes of action in the Complaint, OSHRI is informed and believes and thereon alleges
8 that at all times herein, with respect to any duties owed to PLAINTIFF, OSHRI exercised
9 reasonable diligence in an effort to discharge any such duty.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 **(LACK OF CONSIDERATION)**

12 **(AS TO ALL CAUSES OF ACTION)**

13 14. PLAINTIFF is barred from recovering any damages or other relief by reason
14 of the lack and/or inadequacy of consideration that defeats the effectiveness of any
15 purported contract/duty alleged between the parties and/or excuses any performance on
16 the part of OSHRI vis-a-vis PLAINTIFF.

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

18 **(ACCORD AND SATISFACTION)**

19 **(AS TO ALL CAUSES OF ACTION)**

20 15. PLAINTIFF and OSHRI reached an accord and satisfaction on PLAINTIFF's
21 claims herein, and by reason thereof PLAINTIFF claims are barred.

22 **FIFTEENTH AFFIRMATIVE DEFENSE**

23 **(FRUSTRATION OF PURPOSE)**

24 **(AS TO ALL CAUSES OF ACTION)**

25 16. Through no fault of OSHRI, the purposes recognized by both PLAINTIFF
26 and OSHRI as the basis for the contract(s) have been fundamentally frustrated and
27 defeated. Accordingly, PLAINTIFF's claims are without merit.

28

TAMBORRELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIXTEENTH AFFIRMATIVE DEFENSE

(LEGITIMATE BUSINESS REASON FOR CONDUCT)

(AS TO ALL CAUSES OF ACTION)

17. Without admitting PLAINTIFF has sustained any damage or detriment, or that OSHRI is liable to PLAINTIFF in any manner whatsoever for any of the purported causes of action in the Complaint, OSHRI is informed and believes and thereon alleges that at all times herein, they had legitimate business reasons for her conduct relating to PLAINTIFF.

SEVENTEENTH AFFIRMATIVE DEFENSE

(UNCERTAINTY)

(AS TO ALL CAUSES OF ACTION)

18. The Complaint, and each cause of action alleged therein, is fatally uncertain.

EIGHTEENTH AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE)

(AS TO ALL CAUSES OF ACTION)

19. OSHRI is informed and believes and thereon alleges that PLAINTIFF, by its conduct, has failed to mitigate its damages and losses, if any, as alleged in the Complaint, and such failure to mitigate damages completely bars or reduces the damages claimed against OSHRI.

NINETEENTH AFFIRMATIVE DEFENSE

(LACHES)

(AS TO ALL CAUSES OF ACTION)

20. OSHRI is informed and believes and thereon alleges that by virtue of various acts and omissions committed by or on behalf of PLAINTIFF, PLAINTIFF's recovery, if any, is barred or reduced under the doctrine of laches.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1580
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TWENTIETH AFFIRMATIVE DEFENSE

(COMPARATIVE FAULT)

(AS TO ALL CAUSES OF ACTION)

21. OSHRI is informed and believes and thereon alleges that PLAINTIFF has failed to exercise reasonable and ordinary care and/or were otherwise at fault in preventing the alleged damages set forth in the Complaint. OSHRI is further informed and believes and thereon alleges, that the damages sustained by PLAINTIFF, if any, were legally caused in whole or in part by PLAINTIFF, or its agents, servants, employees and/or representatives and therefore PLAINTIFF's recovery, if any, against OSHRI should be barred or reduced in accordance with the percentage of PLAINTIFF's comparative fault.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(FAULT OF ANOTHER)

(AS TO ALL CAUSES OF ACTION)

22. OSHRI is informed and believes and thereon alleges that third persons, both parties and not parties to this action, were careless, negligent, and/or otherwise at fault in and about the matters alleged in the Complaint and that said carelessness, negligence, and/or wrongful conduct on the part of said persons caused, and/or contributed to PLAINTIFF's damages, if any. As such, any damages awarded to PLAINTIFF shall be recoverable from such persons in direct proportions to the respective degree of fault contributed by such persons.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(EXCESSIVE AMOUNTS DUE AND OWING)

(AS TO ALL CAUSES OF ACTION)

23. OSHRI is informed and believes and thereon alleges that the amounts claimed by PLAINTIFF as due and owing are excessive and therefore PLAINTIFF's claims are barred and/or should be reduced in accordance with proof at time of trial.

TAMBIARELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TWENTY-THIRD AFFIRMATIVE DEFENSE

(STATUTE(S) OF LIMITATIONS)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

24. OSHRI alleges that PLAINTIFF's claims are barred by the applicable statute(s) of limitations, including, but not limited to, CCP §§ 337, 339, 343 and/or 344.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(PAROL EVIDENCE RULE)

(AS TO ALL CAUSES OF ACTION)

25. To the extent PLAINTIFF seek recovery on any alleged oral modification(s) of, or understanding(s) or agreement(s) not described in the contract alleged in the Complaint, said recovery is barred by reason of the Parol Evidence Rule.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(DEFAULT / MATERIAL BREACH / PLAINTIFF FAILURE TO PERFORM)

(AS TO ALL CAUSES OF ACTION)

26. OSHRI alleges that PLAINTIFF has failed to perform its obligations and duties under the terms of the Contract(s) alleged in PLAINTIFF's Complaint, and were and are therefore in default and/or material breach thereof. OSHRI further alleges that said default and/or material breach caused OSHRI delay or disruption and to incur other additional costs and expenses in amounts not quantified at this time but capable of calculation and subject to proof at time of trial, such that PLAINTIFF's recovery, if any, should be offset against OSHRI's damages, losses, additional costs and expenses.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(INTERVENING AND/OR SUPERSEDING CAUSES)

(AS TO ALL CAUSES OF ACTION)

27. OSHRI alleges that the injuries, losses and/or damages of which PLAINTIFF complains were proximately caused by or contributed to by the acts of other persons and/or other entities and that said acts were intervening and/or superseding causes of the injuries and damages, if any, of which PLAINTIFF complains, thus barring

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1 PLAINTIFF from any recovery against OSHRI.

2 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

3 **(OSHRI'S PERFORMANCE)**

4 **(AS TO ALL CAUSES OF ACTION)**

5 28. OSHRI has timely and fully performed all of her obligations, if any, in
6 connection with the causes of action alleged in the Complaint.

7 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

8 **(STATUTE OF FRAUDS)**

9 **(AS TO ALL CAUSES OF ACTION)**

10 29. Without admitting that PLAINTIFF sustained any damage or detriment or
11 that OSHRI is liable in any manner for the causes of action alleged in the Complaint,
12 OSHRI alleges that any implied contract said to exist between PLAINTIFF and OSHRI is
13 barred by the statute of frauds.

14 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

15 **(FAILURE TO TAKE ADVANTAGE OF PREVENTATIVE OR CORRECTIVE**

16 **OPPORTUNITIES)**

17 **(AS TO ALL CAUSES OF ACTION)**

18 30. Without admitting that PLAINTIFF has sustained any damage or detriment,
19 or that OSHRI is liable to PLAINTIFF in any manner whatsoever for any of the purported
20 causes of action in the Complaint, OSHRI is informed and believes and thereon alleges
21 that PLAINTIFF unreasonably failed to take advantage of preventative and corrective
22 opportunities thereby precluding recovery, and further, that OSHRI exercised reasonable
23 care.

24 **THIRTIETH AFFIRMATIVE DEFENSE**

25 **(OSHRI'S GOOD FAITH PERFORMANCE)**

26 **(AS TO ALL CAUSES OF ACTION)**

27 31. OSHRI has timely and fully performed all of her obligations pursuant to the
28 contract/duty so as to advance its purpose, and have not acted in any manner so as to

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1580
WOODLAND HILLS, CALIFORNIA 91367

1 deprive PLAINTIFF of the benefits of the contract.

2 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

3 **(IMPROPER RELIANCE)**

4 **(AS TO ALL CAUSES OF ACTION)**

5 32. OSHRI alleges that it was unreasonable to expect a substantial change of
6 position on the part of PLAINTIFF, either by act or forbearance, in reliance on any
7 promise, if actually made, by OSHRI.

8 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

9 **(NO MISREPRESENTATION OF MATERIAL FACT)**

10 **(AS TO ALL CAUSES OF ACTION)**

11 33. OSHRI alleges that he, at all times pertinent, and if at all, communicated
12 openly and accurately with PLAINTIFF, such that no misrepresentation of material fact or
13 omission thereof was communicated to PLAINTIFF.

14 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

15 **(CONDITIONS OF PERFORMANCE HAVE NOT OCCURRED)**

16 **(AS TO ALL CAUSES OF ACTION)**

17 34. Without admitting that PLAINTIFF sustained any damages or detriment, or
18 that OSHRI is liable to PLAINTIFF in any manner whatsoever for the purported cause(s)
19 of action in the Complaint, OSHRI alleges that she has no obligation to perform any
20 contractual duties arising from the contract(s) because all relevant necessary express
21 and implied conditions to such performance have not occurred.

22 **THIRTY- FOURTH AFFIRMATIVE DEFENSE**

23 **(RELEASE)**

24 **(AS TO ALL CAUSES OF ACTION)**

25 35. OSHRI is informed and believes and thereon alleges, that PLAINTIFF
26 released all claims or portions thereof for payment which form the basis of PLAINTIFF
27 Complaint and therefore such claims are barred in whole or in part as a matter of law.

28

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(NO CAPACITY TO SUE)

(AS TO ALL CAUSES OF ACTION)

36. OSHRI is informed and believes and thereon alleges that PLAINTIFF does not have the capacity to sue OSHRI or appear in this action for all or some of the damages alleged in the Complaint, and each and every alleged cause of action contained therein.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

(LACK OF REASONABLE AND JUSTIFIABLE RELIANCE)

(AS TO ALL CAUSES OF ACTION)

37. PLAINTIFF did not reasonably nor justifiably rely on any act or conduct allegedly undertaken by OSHRI with respect to the matters which are the subject of the Complaint, but rather relied on its/her own judgment and/or representation of third parties such that OSHRI is not liable to PLAINTIFF in any regard as alleged in the Complaint.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(FULL DISCLOSURE)

(AS TO ALL CAUSES OF ACTION)

38. As a separate affirmative defense and without admitting the truth of any allegation thereof, OSHRI alleges that she and/or others on her behalf, if at all, fully disclosed to PLAINTIFF or its agents any and all matters required to be disclosed.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(SOPHISTICATED BUSINESS AND CONSULATION PERSON)

(AS TO ALL CAUSES OF ACTION)

39. As a separate affirmative defense and without admitting the truth of any allegation thereof OSHRI is informed and believes and thereon allege that PLAINTIFF was seasoned and experienced in Business and acted as sophisticated investor.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRTY-NINTH AFFIRMATIVE DEFENSE

(CLAIMS BARRED BY CONTRACT)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

40. Without admitting that PLAINTIFF sustained any damages or detriment, or that OSHRI is liable to PLAINTIFF in any manner whatsoever for the purported cause(s) of action in the Complaint, OSHRI alleges that PLAINTIFF's claims are barred by the express terms of the contract(s).

FORTIETH AFFIRMATIVE DEFENSE

(OSHRI ACTED FAIRLY AND LAWFULLY)

(AS TO ALL CAUSES OF ACTION)

41. OSHRI alleges that she, at all times pertinent, engaged in a pattern and practice of acting with the escrow company so as to fully execute and perform. OSHRI's acts were at all times fair, lawful and lacking in any auspices of fraud.

FORTY FIRST AFFIRMATIVE DEFENSE

(UNDUE INFLUENCE)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

42. OSHRI alleges that at all times pertinent, Plaintiff's Complaint and each cause of action alleged therein against OSHRI, fails because OSHRI claims that no contract was created because she was unfairly pressured by PLAINTIFF into consenting to the contract. OSHRI further alleges OSHRI had a relationship with PLAINTIFF of trust and confidence as well as was suffering from weakness of mind and financial pressure and life security as well as distress and PLAINTIFF induced and/or pressured OSHRI into consenting to the contract; and OSHRI would not otherwise have consented to the contract.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY SECOND AFFIRMATIVE DEFENSE

(FRAUD AND DECEIT)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

43. OSHRI alleges that, at all times pertinent, Plaintiff's Complaint and each cause of action alleged therein against OSHRI, fails because All or part of the contract or transaction resulted from fraud, deceit or misrepresentation by PLAINTIFF.

FORTY THIRD AFFIRMATIVE DEFENSE

(GOOD FAITH)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

44. OSHRI alleges that, Plaintiff's Complaint and each cause of action alleged therein against OSHRI, fails because OSHRI's actions were consistent with her legal obligations, if any, and were justified and effected in good faith.

FORTY FOURTH AFFIRMATIVE DEFENSE

(COMPLIANCE WITH THE LAW)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

45. OSHRI alleges that, Plaintiff's Complaint and each cause of action alleged therein against OSHRI, fails because OSHRI's actions were consistent with her legal obligations, if any, and were in full compliance with the law.

FORTY FIFTH AFFIRMATIVE DEFENSE

(UNCONCIONABLE CONTRACT)

(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

46. OSHRI alleges that at all times pertinent, Plaintiff's Complaint and each cause of action alleged therein against OSHRI, fails because OSHRI claims that no contract was created because the terms and conditions drafted by PLAINTIFF were unconscionable and in violation of Civil Code section 1679.5.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY SIXTH AFFIRMATIVE DEFENSE
(RESERVATION OF FURTHER AFFIRMATIVE DEFENSES)
(AS TO ALL CAUSES OF ACTION ALLEGED AGAINST OSHRI)

47. OSHRI presently has insufficient knowledge or information on which to form a belief as to whether she may have additional, as yet unstated affirmative defenses available. OSHRI reserves herein the right to assert additional affirmative defenses in the event that discovery or investigation indicates that they would be appropriate.

PRAYER

WHEREFORE, OSHRI prays for judgment against PLAINTIFF as follows:

1. That PLAINTIFF take nothing by way of his Complaint as against OSHRI;
2. For attorneys' fees, litigation costs, and other permitted expenses and/or damages, including consultant and/or expert fees, as provided for by the agreement(s) and/or law;
3. For costs of suit incurred herein; and
4. For such other further relief as the Court may deem just and proper.

DATED: August 6, 2019

Respectfully submitted,

By: DocuSigned by:
Hadari
 Hadari Oshri In Pro Per
 |

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 4205 Via Marina Marina Del Rey Apt B405 Marina Del Rey, California 90292

On August 6, 2019, I served the foregoing document described as:

HADARI OSHRI ANSWER TO PLAINTIFF'S COMPLAINT

on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

(BY MAIL) That the above-entitled document was placed in a sealed envelope and deposited for collection and mailing on the date stated above, following such ordinary practices, and in such manner as to cause it to be deposited with the United States Postal Service that same day, with postage thereon fully prepaid, in the ordinary course of business, addressed as indicated above.

(BY E-MAIL) I caused such document to be e-mailed to the addressee.
mwilkinson63@gmail.com>

(BY FACSIMILE TRANSMISSION) I caused such document to be faxed to the addressee.

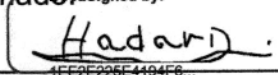
(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

(BY EXPRESS MAIL, CCP 1013(c,d) I caused such envelope with postage thereon fully prepaid to be placed in the box regularly maintained by the express service carrier, Federal Express, at 21700 Oxnard Street, Suite 1590, Woodland Hills, California, copies of the routing slips attached hereto.

Executed on the August 6, 2019 at Marina Del Rey, California.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Signed by:

Hadari Oshri

**PROOF OF SERVICE
WILKINSON V OSHRI**

SERVICE LIST

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Matthew Wilkinson
801 Polaris
Apt 303
Columbus Ohio 90292

mwilkinson63@gmail.com>

Plaintiff

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367