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6 Attorneys for Defendant
7 MAMI MATSUURA-BERHOW

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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11 **MIA TRETТА, through her guardian ad
litem Tiffany Shepis-Tretta,**

12 **Plaintiff,**

13 vs.

14 **TERRANCE J. OSMAN, an individual
a/k/a 1911builders.com; MAMI
15 MATSURA- BERHOW, an individual; and
16 DOES 1 - 50,**

17 **Defendants.**

Case No. 20STCV48910
[Assigned to Hon. Stephen P. Pfahler]

**DEFENDANT MAMI MATSUURA-
BERHOW’S ANSWER TO PLAINTIFF
MIA TRETТА’S “COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF”**

Complaint Filed: December 22, 2020
Trial Date: Not Assigned

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19 Defendant MAMI MATSUURA-BERHOW (“Defendant” or “Ms. Matsuura-Berhow”),
20 erroneously named and sued herein as Mami Matsura-Berhow, hereby answers the unverified
21 “Complaint for Damages and Injunctive Relief” (the “Complaint”) filed herein by Plaintiff MIA
22 TRETТА, through her guardian ad litem Tiffany Shepis-Tretta (“Plaintiff” or “Ms. Tretta”) on or
23 about December 22, 2020, as follows:

24 **GENERAL DENIAL**

25 Pursuant to Code of Civil Procedure §431.30(b, d), Defendant denies each and every
26 material allegation of the Complaint, and each purported cause of action contained therein. Without
27 limiting the generality of the foregoing, Defendant denies that Plaintiff has been damaged in any
28 amount, or at all, by reason of any act or omission of Defendant, and Defendant denies that Plaintiff

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1 is entitled to any legal or equitable relief whatsoever against Defendant.

2 **AFFIRMATIVE DEFENSES**

3 Defendant asserts the following affirmative defenses. By doing so, Defendant shall not be
4 deemed to have assumed any evidentiary burden of proof or persuasion that would otherwise be the
5 burden of Plaintiff. Further, Defendant cannot anticipate all affirmative defenses that may be
6 applicable at this time. Defendant reserves the right to assert additional affirmative defenses, upon
7 discovery and investigation in this matter, if and to the extent that such additional affirmative
8 defenses are applicable.

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(No Claim for Relief Stated)**

11 1. The Complaint, and the purported cause of action alleged against Defendant
12 contained therein, fail to state facts sufficient to constitute a claim for relief against Defendant.

13 **SECOND AFFIRMATIVE DEFENSE**

14 **(Third Party Liability)**

15 2. Plaintiff's injuries and damages, if any, were caused or contributed to by the
16 negligent or intentional acts or omissions of other individuals or entities over whom Defendant had
17 no control or right of control, and for whom Defendant is not responsible. Accordingly, Plaintiff's
18 recovery, if any, should be diminished or barred in accordance with law.

19 **THIRD AFFIRMATIVE DEFENSE**

20 **(Intervening Acts)**

21 3. Plaintiff's recovery against Defendant should be reduced to that extent that any
22 damage proven to have been sustained by Plaintiff was the direct and proximate result of
23 independent, intervening and/or superseding conduct of independent third parties.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Laches)**

26 4. The Complaint, and the purported cause of action against Defendant contained
27 therein, are barred under the doctrine of laches.

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FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

5. The Complaint, and the purported cause of action against Defendant contained therein, are barred as Plaintiff failed to mitigate her damages as required by law.

WHEREFORE, Defendant prays for judgment as follows:

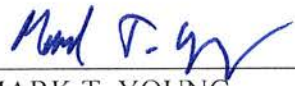
1. That Plaintiff takes nothing by her Complaint;
2. That Judgment be entered in favor of Defendant and against Plaintiff;
3. That Defendant recovers her costs of suit and reasonable expenses incurred herein;

and

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

Dated: May 28, 2021

DONAHOE YOUNG & WILLIAMS LLP

By: 
MARK T. YOUNG
TAYLOR F. WILLIAMS-MONIZ
LUCAS E. ROWE
NATHANIEL P. MARK
Attorneys for Defendant
MAMI MATSUURA-BERHOW

PROOF OF SERVICE BY ELECTRONIC SERVICE AND MAIL
(F.R.Civ.P. Rule 5(b); U.S.D.C., C.D. Cal. Local Rule 5-3)
(Cal. Code of Civ. Proc. §§1005, 1010.6, 1013, 1013a; Cal. Rules of Court 2.251)

I, the undersigned, declare as follows: I am over the age of 18 years. I am not a party to the within action. I am employed in Los Angeles County in the offices of a member of the bar licensed to practice before this court, to whose direction this service is made. My business address is 25152 Springfield Court, Suite 345, Valencia, California 91355.

On May 28, 2021, I served the **“DEFENDANT MAMI MATSUURA-BERHOW’S ANSWER TO PLAINTIFF MIA TRETТА’S ‘COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF’”** on the interested parties in this action as follows:

By Electronic Service: I electronically served the document(s) described above on recipients designated on the Zachs Legal Services website (<http://efile.zachslegalservices.com/cabeta>) pursuant to the Court Order establishing and authorizing electronic service of documents.

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LAW OFFICE OF ADRIENNE D. COHEN
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By General Logistics Systems (“GLS”): I placed a true and correct copy of the document in a sealed envelope marked for next business day delivery and addressed as follows:

I placed said envelope into a collection box for GLS before the posted time for the last collection from said box (8:00 p.m.) on _____.

By Mail: I placed a true and correct copy of the document in a sealed envelope addressed as follows:

The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepare at Valencia, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing stated in this affidavit.

Executed on May 28, 2021, at Valencia, California.

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



Yvonne Sanchez