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11	Attorneys for Defendant John Wayne Lewandowski						
12	IN THE UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA						
13		CI OF CALIFORNIA					
14	MARIO LAVANDEIRA, dba PEREZ	Case No.: CV-08-3074-GHK					
15	HILTON,) JUDGE GEORGE H. KING) ANSWER OF DEFENDANT JOHN <u>LEWANDOWSKI TO PLAINTIFF'S</u>					
16	Plaintiff,						
17	v						
18	JONATHAN WAYNE LEWANDOWSKI, ET	FIRST AMENDED COMPLAINT					
19	AL.,	(JURY DEMAND ENDORSED HEREON)					
20	Defendants.						
21							
22	For his Answer to Plaintiff's First Amended Complaint, Defendant Jonathan Wayne						
23	Lewandowski, aka Jonathan Jaxson, aka Jonathan Taylor states for his answer to Plaintiff's						
24	Complaint:						
25	INTRODUCTION						
26		ations set forth in Paragraph 1 of Plaintiff's					
27		ations set forth in Laragraph 1 of Frantin's					
28	Complaint.						
		1 Answer of Defendant John Lewandowski to Plaintiff's First Amended Complaint					

Lewandowski denies the allegations set forth in Paragraph 2 of Plaintiff's Complaint.

3. Lewandowski is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of Plaintiff's Complaint.

4. Lewandowski admits that he is the former publicist of the musical group The Backstreet Boys. Further answering, Lewandowski denies the remaining allegations set forth in Paragraph 4 of Plaintiff's Complaint.

PRELIMINARY ALLEGATIONS

5. Lewandowski is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 of Plaintiff's Complaint.

6. Lewandowski admits that he is a resident of the State of Florida. Lewandowski is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 6 of Plaintiff's Complaint.

7. Lewandowski denies the allegations set forth in Paragraph 7 of Plaintiff's Complaint.

Lewandowski denies the allegations set forth in Paragraph 8 of Plaintiff's Complaint.

9. Lewandowski denies the allegations set forth in Paragraph 9 of Plaintiff's Complaint.

10. Lewandowski is without knowledge or information sufficient to form a belief as to whether or not the Los Angeles County Superior Court "is the proper court for trial of this matter" as set forth in Paragraph 10 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 10 of Plaintiff's Complaint.

<u>FIRST CAUSE OF ACTION</u> (For libel against all Defendants)

Lewandowski reasserts and realleges his answers and responses to Paragraphs 1 of Plaintiff's Complaint as if herein fully restated.

12. Lewandowski denies the allegations set forth in Paragraph 12 of Plaintiff's Complaint and states in response to each subparagraph of Paragraph 12 as follows:

a. Lewandowski admits to stating his opinion that Plaintiff had "used" him. Lewandowski denies the remaining allegations set forth in Paragraph 12(a) of Plaintiff's Complaint.

b. Lewandowski admits that he sent videos of himself to Plaintiff.
Lewandowski denies the remaining allegations set forth in Paragraph 12(b) of Plaintiff's Complaint.

c. Lewandowski admits to stating his opinion that Plaintiff had "used" him.
Lewandowski denies the remaining allegations set forth in Paragraph 12(c) of Plaintiff's Complaint.

d. Lewandowski admits that he sent tapes and/or photographs of himself to
Plaintiff. Lewandowski denies the remaining allegations set forth in Paragraph
12(d) of Plaintiff's Complaint.

e. Lewandowski admits to stating his opinion that Plaintiff had "manipulated" him. Lewandowski denies the remaining allegations set forth in Paragraph 12(e) of Plaintiff's Complaint.

f. Lewandowski admits stating the opinion set forth in Paragraph 12(f) of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 12(f) of Plaintiff's Complaint.

1		g. Lewandowski admits stating the opinion set forth in Paragraph 12(g) of				
2		Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in				
3	Paragraph 12(g) of Plaintiff's Complaint.					
4	12					
5	13.	Lewandowski denies the allegations set forth in Paragraph 13 of Plaintiff's				
6	Complaint.					
7	14.	Lewandowski denies the allegations set forth in Paragraph 14 of Plaintiff's				
8	Complaint.					
9 10	15.	Lewandowski is without knowledge or information sufficient to form a belief as				
11	to the allegati	ions set forth in Paragraph 15 of Plaintiff's Complaint.				
12	16.	Lewandowski denies the allegations set forth in Paragraph 16 of Plaintiff's				
13	Complaint.					
14	17.	Lewandowski denies the allegations set forth in Paragraph 17 of Plaintiff's				
15	Complaint.					
16 17	18.	Lewandowski denies the allegations set forth in Paragraph 18 of Plaintiff's				
18	Complaint.					
19		SECOND CAUSE OF ACTION				
20		(For slander against all Defendants)				
21	19.	Lewandowski reasserts and realleges his answers and responses to Paragraphs 1-				
22	 18 of Plaintif	f's Complaint as if herein fully restated.				
23						
24	20.	Lewandowski denies the allegations set forth in Paragraph 20 of Plaintiff's				
25	Complaint.					
26	21.	Lewandowski denies the allegations set forth in Paragraph 21 of Plaintiff's				
27	Complaint.					
28						
		4 Answer of Defendant John Lewandowski to Plaintiff's First Amended Complaint				

22.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	22	of	Plaintiff's
Complaint.											
23.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	23	of	Plaintiff's
Complaint.											
24.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	24	of	Plaintiff's
Complaint.											
25.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	25	of	Plaintiff's
Complaint.											
26.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	26	of	Plaintiff's
Complaint.											
				<u>CAUSE OF</u> r against all							
27.	Lewandowski	reassert	s and	d realleges h	nis a	nswers	s ar	d response	s to	Par	agraphs 1-
26 of Plaintiff's Complaint as if herein fully restated.											
28.	Lewandowski	admits	to p	articipating	in a	radio	int	erview on o	or al	bout	t April 11,
2008. Witho	ut a transcript of	f the rad	lio ir	nterview sett	ing	forth t	he	exact staten	nent	s m	ade during
that radio interview, Lewandowski is without knowledge or information sufficient to form a											
belief as to th	ne quoted materi	al and r	emai	ning allegat	ions	set fo	rth	in Paragrap	h 28	8 of	`Plaintiff's
Complaint.											
29.	Lewandowski	is witho	out k	nowledge of	r inf	ormati	ion	sufficient t	o fo	rm	a belief as
to the remaining allegations set forth in Paragraph 29 of Plaintiff's Complaint.											
30.	Lewandowski	denies	the	allegations	set	forth	in	Paragraph	30	of	Plaintiff's
Complaint.											

31. Lewandowski denies the allegations set forth in Paragraph 31 of Plaintiff's Complaint.

32. Lewandowski denies the allegations set forth in Paragraph 32 of Plaintiff's Complaint.

 Lewandowski denies the allegations set forth in Paragraph 33 of Plaintiff's Complaint.

34. Lewandowski denies the allegations set forth in Paragraph 34 of Plaintiff's Complaint.

FOURTH CAUSE OF ACTION (For invasion of privacy – intrusion, against all Defendants)

35. Lewandowski reasserts and realleges his answers and responses to Paragraphs 1-34 of Plaintiff's Complaint as if herein fully restated.

36. Lewandowski admits that the post quoted in Paragraph 36 of Plaintiff's Complaint appeared on Lewandowski's blog. Lewandowski denies the remaining allegations set forth in Paragraph 37 of Plaintiff's Complaint.

37. Lewandowski admits that the post quoted in Paragraph 37 of Plaintiff's Complaint appeared on Lewandowski's blog. Lewandowski denies the remaining allegations set forth in Paragraph 37 of Plaintiff's Complaint.

 Lewandowski denies the allegations set forth in Paragraph 38 of Plaintiff's Complaint.

39. Lewandowski denies the allegations set forth in Paragraph 39 of Plaintiff's Complaint.

40. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 40

of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 40 of Plaintiff's Complaint.

41. Lewandowski denies the allegations set forth in Paragraph 41 of Plaintiff's Complaint.

42. Lewandowski denies the allegations set forth in Paragraph 42 of Plaintiff's Complaint.

FIFTH CAUSE OF ACTION

(For invasion of privacy – public disclosure of private facts against all Defendants)

43. Lewandowski reasserts and realleges his answers and responses to Paragraphs 1-42 of Plaintiff's Complaint as if herein fully restated.

44. Lewandowski denies the allegations set forth in Paragraph 44 of Plaintiff's Complaint.

45. Lewandowski denies the allegations set forth in Paragraph 45 of Plaintiff's Complaint.

46. Lewandowski denies the allegations set forth in Paragraph 46 of Plaintiff's Complaint.

47. Lewandowski denies the allegations set forth in Paragraph 47 of Plaintiff's Complaint.

48. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 48 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 48 of Plaintiff's Complaint.

49. Lewandowski denies the allegations set forth in Paragraph 49 of Plaintiff's Complaint.

Answer of Defendant John Lewandowski to Plaintiff's First Amended Complaint

50. Lewandowski denies the allegations set forth in Paragraph 50 of Plaintiff's Complaint.

SIXTH CAUSE OF ACTION (For civil harassment against all Defendants)

51. Lewandowski reasserts and realleges his answers and responses to Paragraphs 1-50 of Plaintiff's Complaint as if herein fully restated.

52. Lewandowski denies the allegations set forth in Paragraph 52 of Plaintiff's Complaint.

53. Lewandowski denies the allegations set forth in Paragraph 53 of Plaintiff's Complaint.

54. Lewandowski denies the allegations set forth in Paragraph 54 of Plaintiff's Complaint.

55. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 55 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 55 of Plaintiff's Complaint.

56. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 56 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 56 of Plaintiff's Complaint.

57. Lewandowski denies the allegations set forth in Paragraph 57 of Plaintiff's Complaint.

SEVENTH CAUSE OF ACTION (For intentional infliction of emotional distress against all Defendants)

58. Lewandowski reasserts and realleges his answers and responses to Paragraphs 1-57 of Plaintiff's Complaint as if herein fully restated.

59. Lewandowski denies the allegations set forth in Paragraph 59 of Plaintiff's Complaint.

60. Lewandowski denies the allegations set forth in Paragraph 60 of Plaintiff's Complaint.

61. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 61 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 61 of Plaintiff's Complaint.

62. Lewandowski denies the allegations set forth in Paragraph 62 of Plaintiff's Complaint.

63. Lewandowski is without knowledge or information sufficient to form a belief as to how Plaintiff uses, and/or to what use Plaintiff puts, his cell phone as set forth in Paragraph 63 of Plaintiff's Complaint. Lewandowski denies the remaining allegations set forth in Paragraph 63 of Plaintiff's Complaint.

64. Lewandowski denies the allegations set forth in Paragraph 64 of Plaintiff's Complaint.

65. Lewandowski denies any allegations contained in the Prayer for Relief following Paragraph 65 of Plaintiff's Complaint.

1 **AFFIRMATIVE DEFENSES** 2 FIRST AFFIRMATIVE DEFENSE 3 1. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in 4 part, because Plaintiff cannot prove the falsity of any alleged statement made by Defendant. 5 **SECOND AFFIRMATIVE DEFENSE** 6 7 2. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in 8 part, because any alleged defamatory statements set forth in Plaintiff's Complaint were, at all 9 times applicable to Plaintiff's Complaint, true. 10 THIRD AFFIRMATIVE DEFENSE 11 3. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in 12 13 part, because any alleged defamatory statement set forth in Plaintiff's Complaint were, at all 14 times applicable to Plaintiff's Complaint, permitted as any such alleged statements were subject 15 to a privilege, absolute or qualified. 16 FOURTH AFFIRMATIVE DEFENSE 17 18 4. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in 19 part, because any alleged defamatory statement set forth in Plaintiff's Complaint were non-20 actionable opinion. 21 FIFTH AFFIRMATIVE DEFENSE 22 5. Defendant affirmatively alleges that Plaintiff's Complaint fails to set forth a cause 23 24 of action upon which relief may be granted. 25 **SIXTH AFFIRMATIVE DEFENSE** 26 6. Defendant affirmatively alleges that Plaintiff's Complaint is barred as this Court 27 lacks personal jurisdiction over Defendant. 28 10 Answer of Defendant John Lewandowski

to Plaintiff's First Amended Complaint

SEVENTH AFFIRMATIVE DEFENSE

7. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, because any alleged defamatory statement set forth in Plaintiff's Complaint were retracted in such a manner such that Plaintiff suffered no damages and/or any good reputation claimed by Plaintiff was not harmed, but was enhanced by such retraction.

EIGHTH AFFIRMATIVE DEFENSE

8. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, because any alleged defamatory statements set forth in Plaintiff's Complaint were made with Plaintiff's implied or express consent.

NINTH AFFIRMATIVE DEFENSE

9. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, by the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

10. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, by his own comparative negligence.

ELEVENTH AFFIRMATIVE DEFENSE

11. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, by the doctrine of primary assumption of the risk.

TWELFTH AFFIRMATIVE DEFENSE

12. Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in part, by the doctrine of implied assumption of the risk.

11 Answer of Defendant John Lewandowski to Plaintiff's First Amended Complaint

1		THIRTEENTH AFFIRMATIVE DEFENSE				
2	13.	Defendant affirmatively alleges that Plaintiff's Complaint is barred, in whole or in				
3	part, by the negligence of third parties over whom Defendant has no custody or control.					
5		FOURTEENTH AFFIRMATIVE DEFENSE				
6	14.	Defendant affirmatively alleges that Plaintiff has not been damaged as a result of				
7	any alleged a	actions or inactions of Defendant.				
8	FIFTEENTH AFFIRMATIVE DEFENSE					
9	15.	Defendant affirmatively alleges that Plaintiff's claims are barred by Plaintiff's				
.1	failure to mitigate damages or that the damages must be reduced by the Plaintiff's failure to					
.2	mitigate dam	ages.				
.3		SIXTEENTH AFFIRMATIVE DEFENSE				
.4	16.	Defendant affirmatively alleges that Plaintiff's claims are barred by the doctrine				
5	of waiver.					
.7		SEVENTEENTH AFFIRMATIVE DEFENSE				
.8	17.	Defendant affirmatively alleges that Plaintiff's claims are barred by the doctrine				
9	of estoppel.					
20 21		EIGHTEENTH AFFIRMATIVE DEFENSE				
22	18.	Defendant affirmatively alleges that Plaintiff's claims are barred by the doctrine				
23	of unclean ha	ands.				
24		NINETEENTH AFFIRMATIVE DEFENSE				
25	19.	Defendant affirmatively alleges that Plaintiff's claims are barred by the doctrine				
26 27	of laches.					
2 7						
		12 Answer of Defendant John Lewandowski to Plaintiff's First Amended Complaint				

TWENTIETH AFFIRMATIVE DEFENSE

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20. Defendant respectfully reserves the right to amend his Answer to add such additional affirmative defenses, cross-claims, counterclaims, and/or third-party complaints as may be disclosed during the course of the captioned matter. Respectfully submitted,

<u> Isl John M. Heffernan</u>

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Counsel for Defendant John Lewandowski

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Defendant demands a trial by jury on all issues so triable of right by a jury.

<u>Ist John M. Heffernan</u> One of the Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served, via the Court's electronic filing system on June 2, 2008. Notice of this filing will be sent to all Parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Isl John M. Heffernan One of the Attorneys for the Defendant