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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JANE DOE,)	Case No. CVR12100419 CVRI2100419
)	
Plaintiff,)	Assigned for All Purposes to:
)	Hon. Judge Chad Firetag
vs.)	
)	DEFENDANT KATHLEEN DENISE
CHURCH OF JESUS CHRIST OF LATTER-)	BINGLEY'S ANSWER TO THE
DAY SAINTS, STEVEN ROBERT)	UNVERIFIED SECOND AMENDED
FITZGERALD, KATHLEEN DENISE)	COMPLAINT OF PLAINTIFF
BINGLEY, and DOES 1 through 100,)	
Inclusive.)	Complaint Filed: January 28, 2021
)	
Defendants.)	
)	

Defendant KATHLEEN DENISE BINGLEY, ("Defendant") hereby answers the
unverified Second Amended Complaint for Damages ("Complaint") filed by Plaintiff JANE
DOE, ("Plaintiff") as follows:

GENERAL DENIAL

Under the provisions of § 431.30(d) of the Code of Civil Procedure, Defendant
generally and specifically denies each, every and all of the allegations contained in the
unverified Complaint and each cause of action of the Complaint and whole thereof and denies
that Plaintiff was injured or damaged as alleged, or at all.

1 **AFFIRMATIVE DEFENSES**

2 By way of affirmative defenses to the allegations of the First Amended Complaint
3 (“Complaint”) herein, Defendant alleges as follows:

4 **FIRST AFFIRMATIVE DEFENSE**

5 1. Plaintiff’s Complaint as a whole, and each purported cause of action alleged
6 therein, fails to state facts sufficient to constitute a cause of action against Defendant.

7 **SECOND AFFIRMATIVE DEFENSE**

8 2. To the extent discovery may disclose a basis for such defense, any recovery on
9 Plaintiff’s Complaint, or any purported cause of action alleged therein, is barred by the
10 applicable statutes of limitation including, but not limited to, Code of Civil Procedure § 337,
11 338, and 343; and Government Code §§ 12960 and 12965.

12 **THIRD AFFIRMATIVE DEFENSE**

13 3. To the extent discovery may disclose a basis for such defense, any recovery on
14 Plaintiff’s Complaint, or any purported cause of action alleged therein, is barred under the
15 equitable doctrines of waiver and estoppel.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 4. To the extent discovery may disclose a basis for such defense, any recovery on
18 Plaintiff’s Complaint, or any purported cause of action alleged therein, is barred in that
19 Plaintiff’s alleged injuries or damages, if any, were not caused by the acts or omissions of
20 Defendant.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 5. Defendant alleges that each cause of action is barred by the independent,
23 intervening, superseding acts of other parties.

24 **SIXTH AFFIRMATIVE DEFENSE**

25 6. Each and every alleged act of Defendant was not outrageous, intentional or
26 reckless and Plaintiff has not suffered severe emotional distress, or any at all, as a result of
27 Defendant’s alleged conduct.
28

1 **SEVENTH AFFIRMATIVE DEFENSE**

2 7. The allegations contained in Plaintiff's Complaint, or any purported causes of
3 action therein, fail to state any cause[s] of action upon which relief can be granted, including
4 with respect to punitive damages, mental suffering, attorneys' fees or pre-judgment interest.

5 **EIGHTH AFFIRMATIVE DEFENSE**

6 8. Defendant alleges that Plaintiff has failed to act reasonably to mitigate the
7 damages which she alleged in this action.

8 **NINTH AFFIRMATIVE DEFENSE**

9 9. To the extent discovery may disclose a basis for such defense, any recovery on
10 Plaintiff's Complaint, or any purported cause of action alleged therein is barred in whole or in
11 part because the alleged damages were actually or proximately caused by other individuals or
12 entities for whom Defendant is not legally responsible.

13 **TENTH AFFIRMATIVE DEFENSE**

14 10. The liability of Defendant for non-economic damages claimed by Plaintiff is
15 limited by Civil Code § 1431.1 et seq.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 11. Defendant alleges that if this answering Defendant is found responsible in
18 damages to Plaintiff or some other party, whether as alleged or otherwise, then Defendant is
19 informed and believes, and on that basis alleges that the liability will be predicated upon the
20 active conduct of other parties, whether by negligence, in tort or otherwise, which unlawful
21 conduct proximately caused the alleged incident and that the Complaint against Defendant is
22 barred by that active and affirmative conduct.

23 **TWELFTH AFFIRMATIVE DEFENSE**

24 12. Defendant alleges that all claims against this answering Defendant are
25 barred, in whole or in part, by estoppel.
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1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 13. Defendant alleges that Plaintiff's causes of action are barred in that any
3 alleged act or omission was intervened and/or superseded by the acts and omissions of others,
4 named and unnamed, and/or its agents, which were the sole cause of injury, damage or loss,
5 of any, which Defendant expressly denies, to Plaintiff.

6 **FOURTEENTH AFFIRMATIVE DEFENSE**

7 14. Defendant alleges that the alleged incident and damages complained of by
8 Plaintiff, if any there actually were, said incident and damages being expressly denied by this
9 answering Defendant, were proximately caused by the negligence of firms, persons,
10 corporations, or entities other than this answering Defendant, and said negligence
11 comparatively reduces the percentage of any fault, if it should be found that this answering
12 Defendant was negligent, which Defendant expressly denies.

13 **FIFTEENTH AFFIRMATIVE DEFENSE**

14 15. Defendant alleges that if it should be found that this answering Defendant is
15 in any way liable, which Defendant expressly denies, the liability of this answering
16 Defendant for non-economic damages shall be several only and shall not be joint. This
17 answering Defendant shall be liable for the amount of non-economic damages, allocated to
18 Defendant only in direct proportion to Defendant's percentage of fault.

19 Because the Complaint is couched in conclusory terms, Defendant cannot fully
20 anticipate all defenses that may be applicable to this action. Accordingly, Defendant reserves
21 her right to amend or add additional affirmative defenses that may become known.

22 WHEREFORE, Defendant prays for Judgment as follows:

23 1. That Plaintiff take nothing by reason of her Complaint on file herein as against
24 Defendant;

25 2. That the Complaint be dismissed in its entirety with prejudice as against
26 Defendant; and

27 //

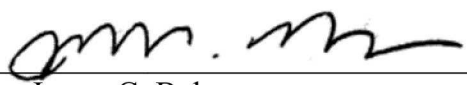
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3. For such other and further relief as the Court may deem just and proper.

Dated: October 4, 2021

BOHM, WILDISH & MATSEN, LLP

BY: 
James G. Bohm
Attorneys for Defendant
Kathleen Denise Bingley

PROOF OF SERVICE

Jane Doe v. Church of Jesus Christ of Latter-Day Saints, et al
(County of Riverside Superior Court Case No. *CVR12100419*)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am over 18 years of age and not a party to this action. My business address is 695 Town Center Drive, Suite 700, Costa Mesa, California 92626. On **Monday, October 4, 2021**, I served the following document(s):

- **DEFENDANT KATHLEEN DENISE BINGLEY'S ANSWER TO THE UNVERIFIED SECOND AMENDED COMPLAINT OF PLAINTIFF**

I served the above-referenced document(s) on the following person(s) in the following manner:

<p>Gary A. Dordick, Esq. Golnar Monfared, Esq. Cristina Reynosa, Paralegal Dordick Law Corporation 509 South Beverly Drive Beverly Hills, CA 90121 T: 310-551-0949; F: 855-299-4444 gary@dordicklaw.com Golnar@dordicklaw.com cristina@dordicklaw.com</p> <p><i>Attorneys for Plaintiff</i></p>	<p>Mark Flores, Esq. Crane Flores, LLP 15 West Carrillo Street, Suite 310 Santa Barbara, CA 93101 T: 805-564-8181; F: 805-456-4433 mkflores@cflawyers.com</p> <p><i>Attorneys for Plaintiff</i></p>
<p>Robert D. Crockett, Esq. Lisa Dearden Trépanier, Esq. CROCKETT & ASSOCIATES 23929 Valencia Blvd., Suite 303 Valencia, California 91355 Telephone: (323) 487-1101 Facsimile: (323) 843-9711 bob@bobcrockettlaw.com lisatrepanier@bobcrockettlaw.com</p> <p><i>Attorneys for Defendant</i> The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole and Corporation of the President of the San Diego California Stake of the Church of Jesus Christ of latter-Day Saints, a California corporation</p>	

☐ **By U.S. Mail:** I enclosed this/these document(s) in a sealed envelope or package addressed to the person(s) at the address(es) above and placed the envelope for collection and mailing following

our ordinary business practices. I am readily familiar with our firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Costa Mesa, California.

☐ **BY OVERNIGHT MAIL:** I am readily familiar with the practice of the Bohm Wildish & Matsen, LLP. for the collection and processing of correspondence for overnight delivery and known that the document(s) described herein will be deposited in a box or other facility regularly maintained by overnight mail service for overnight delivery.

☐ **BY FACSIMILE WHERE INDICATED:** The above-referenced document was transmitted by facsimile transmission and the transmission was reported as complete and without error. Pursuant to C.R.C. 2009(I), I caused the transmitting facsimile machine to issue properly a transmission report, a copy of which is attached to this Declaration.

☒ **BY E-MAIL/ELECTRONIC TRANSMISSION:** On **Monday, October 4, 2021**, I caused the above-referenced document(s) to be transmitted by electronic mail from lli@bohmwildish.com to the e-mail address(es) of the addressee(s) pursuant to Rule 2.251 of the California Rules of Court. The transmission was complete and without error and I did not receive, within reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **ELECTRONIC SERVICE [e-Service] VIA FIRST LEGAL / FILE & SERVEEXPRESS / ONELEGAL:** On **Monday, October 4, 2021**, I caused the above-referenced document(s) to be electronically served by submitting the electronic version of the document(s) to **FIRST LEGAL / FILE & SERVEEXPRESS / ONELEGAL**, through their web interface at www.FirstLegal.com / www.secure.fileandservexpress.com / www.OneLegal.com, which caused the documents to be sent by electronic transmission to the addressee(s) listed on the service list. The transmission was reported as complete and without error.

☐ **BY PERSONAL SERVICE:** I caused the above-referenced documents to be personally delivered to the addresses listed on the attached Service List by close of business on _____.

I declare under penalty of perjury under the laws of the State of California that the above statements are true and correct. Executed on **Monday, October 4, 2021** at Costa Mesa, California.



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