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ATTACHMENT 1 TO GENERAL DENIAL

(Failure to State a Cause of Action)

**AS AND FOR A FIRST AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that the complaint and each cause of action thereof fails to state a cause of action.

(Statute of Limitations)

**AS AND FOR A SECOND AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that each and every cause of action is barred by the applicable statute of limitations.

(Latches)

**AS AND FOR A THIRD AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that each and every cause of action is barred by the doctrine of latches

(Failure to Exhaust Remedies)

**AS AND FOR A FOURTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that Plaintiff has failed to exhaust administrative and/or contractual remedies.

(Rescission)

**AS AND FOR A FIFTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that the underlying contract - if any - was rescinded or is subject to rescission pursuant to each of the subsections of Cal. Civil Code §1689(b), including but not limited to fraud in the inducement, duress, and mistake.

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(Payment)

**AS AND FOR A SIXTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that the amount owing on the contract, if any, was paid in full or in part.

(Offset/Recoupment)

**AS AND FOR A SEVENTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that Plaintiff's claims are offset by any damages recoverable by Defendant. The amount of offset which Defendants are entitled to recoup will be according to proof at trial.

(Waiver)

**AS AND FOR AN EIGHTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that Plaintiff has waived - in whole or in part - its right to recover on the alleged contract.

(Estoppel)

**AS AND FOR A NINTH AND SEPARATE AFFIRMATIVE DEFENSE,**

Defendant alleges that Plaintiff is estopped from recovering on the alleged contract.