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CLERK SUPERIOR COURT
SAN DIEGO COUNTY CA

MAY 11 2017

Darryl Cotton, *In pro se*
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Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LARRY GERACI, an individual,
Plaintiff,

vs.

DARRYL COTTON, an individual; and
DOES 1 through 10, inclusive,
Defendant.

CASE NO.: 37-2017-00010073-CU-BC-CTL

Judge: The Honorable Joel Wohlfeil
Dept. C-73

DEFENDANT'S ANSWER TO PLAINTIFF'S
COMPLAINT

Defendant Darryl Cotton ("Defendant" or "Cotton") hereby answers the unverified Complaint filed by Larry Geraci ("Plaintiff" or "Geraci") as follows:

GENERAL DENIAL

1. Under and pursuant to the provisions of California Code of Civil Procedure, specifically, Section 431.30 thereof, Defendant generally denies each and every allegation of said unverified Complaint, and the whole thereof, and each and every allegation of each and every cause of action alleged therein. Defendant further denies that as a direct or proximate result of any acts or omissions on the part of Defendant, Plaintiff sustained or suffered injury or damage in any amount, or in any form whatsoever, as stated in the Complaint.

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AFFIRMATIVE DEFENSES

2. Defendant denies that he has breached any legal, equitable or contractual obligation owed to Plaintiff and asserts that at all times material hereto he acted in good faith and in compliance with all applicable laws.

3. Plaintiff's claims are barred in whole or in part because there was no mutuality of assent and/or a meeting of the minds to form the agreement as alleged in Plaintiff's Complaint.

4. Plaintiff's claims are barred in whole or in part because Defendant is the sole and rightful owner of the Property.

5. Plaintiff's claims are barred in whole or in part by Plaintiff's failure to comply with the actual terms and conditions of their agreement reached on November 2nd, 2016.

6. Defendant denies that he has caused Plaintiff to suffer any damages and affirmatively alleges that any alleged damages incurred by Plaintiff were directly and/or proximately caused by Plaintiff's and/or his agents own willful, reckless, intentional and/or negligent acts.

7. Plaintiff's damages, if any, were caused in whole or in part by his failure to mitigate his damages.

8. Any and all damages purportedly sustained by Plaintiff arising out of the subject matter of the Complaint are offset, in whole or in part, by the damages sustained by Defendant as a result of Plaintiff's actions and/or omissions.

9. Circumstances under which Plaintiff requests injunctive relief do not entitle him to any relief.

10. Plaintiff's claims are barred in whole or in part because any agreement the parties reached is excused by one or more of the following: unjust enrichment, lack of consideration, failure of consideration, failure of performance, breach of condition precedent, prior breach by Plaintiff, prevention, unilateral mistake, hindrance and/or frustration of purpose.

1 11. Plaintiff's claims are barred in whole or in part on the grounds of common law
2 fraud/fraudulent misrepresentation by Plaintiff's actions.

3 12. Plaintiff's claims are barred in whole or in part because any alleged agreement the parties may
4 have had may be avoided by Defendant on the grounds of fraud in the inducement.

5 13. Plaintiff's allegations in the Complaint are barred to the extent that there are contractual or
6 statutory pre-prerequisites and/or conditions that were not satisfied by Plaintiff prior to bringing this
7 action.
8

9 14. Defendant alleges that the purported agreement at issue between Plaintiff and Defendant
10 contains vague, overbroad, unclear and/or ambiguous terms or conditions.

11 15. Plaintiff's claims are barred in whole or in part by the doctrine(s) of unclean hands, waiver,
12 estoppel, breach of implied covenant of good faith and fair dealing and/or laches.
13

14 16. Defendant reserves the right to assert additional affirmative defenses upon the discovery and
15 the determination of the applicability thereof.
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17 PRAYER FOR RELIEF

18 WHEREFORE, Defendant, having fully answered Plaintiff's Complaint, respectfully requests
19 of the Court judgment in his favor as follows:

20 a. That Plaintiff take nothing by his Complaint and that the same be dismissed with
21 prejudice;

22 b. For a judicial determination and declaration that Plaintiff is not the rightful owner of
23 the Property and does not have any valid and enforceable right, title or interest in Defendant's
24 property at issue herein;

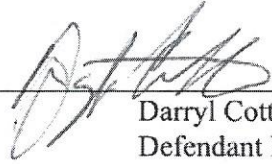
25 c. For an award of general, compensatory and/or special damages in favor of Defendant
26 to be proven at trial;

27 d. For cost of suit incurred herein, including reasonable legal fees; and
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1 e. For such other and further relief as the Court deems just and proper.
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3 RESPECTFULLY SUBMITTED

4 Dated: May 8, 2017.
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7 Darryl Cotton,
8 Defendant Pro Se
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