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MIRA ESTE PROPERTIES LLC, and
6 ROSELLE PROPERTIES LLC

FILED
CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

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CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10
11 SALAM RAZUKI, an individual)
12 Plaintiff)

13 vs)

14 NINUS MALAN, an individual; CHRIS)
15 HAKIM, an individual; MONARCH)
MANAGEMENT CONSULTING, INC.,)
16 California corporation; SAN DIEGO)
UNITED HOLDINGS GROUP, LLC, a)
17 California limited liability company; FLIP)
MANAGEMENT, LLC, a California limited)
18 liability company; MIRA ESTE)
PROPERTIES LLC, a California limited)
19 liability company; ROSELLE PROPERTIES,)
LLC, a California limited liability company;)
20 BALBOA AVE COOPERATIVE, a)
California nonprofit mutual benefit)
21 corporation; CALIFORNIA CANNABIS)
GROUP, a California nonprofit mutual)
22 benefit corporation; DEVILISH DELIGHTS,)
INC. a California nonprofit mutual benefit)
23 corporation; and DOES 1-100, inclusive;)

24 Defendants.)
25)
26)
27)

Case No.: 37-2018-00034229-CU-BC-CTL

(Unlimited Civil Action)

**ANSWER OF DEFENDANTS CHRIS
HAKIM, MIRA ESTE PROPERTIES LLC,
AND ROSELLE PROPERTIES LLC TO
UNVERIFIED FIRST AMENDED
COMPLAINT**

Dept.: C-67

I/C Judge: Hon. Eddie C. Sturgeon

Complaint Filed: July 10, 2018

Trial Date: Not Set

IMAGED FILE

1 COMES NOW, defendants CHRIS HAKIM, MIRA ESTE PROPERTIES LLC, and
2 ROSELLE PROPERTIES LLC, and severing themselves from their Co-Defendants, answer the
3 unverified First Amended Complaint for Damages ("Complaint") on file herein by denying, pursuant
4 to Code of Civil Procedure Section 431.30(d), generally and specifically each and all allegations
5 thereof.
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7 **FIRST AFFIRMATIVE DEFENSE**
(Failure to State Cause of Action)

8 As a further, separate and First Affirmative Defense, Defendants allege that the Complaint,
9 and each and every purported cause of action therein alleged, fails to state facts sufficient to
10 constitute a cause of action against these answering Defendants.
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12 **SECOND AFFIRMATIVE DEFENSE**
(Comparative Negligence)

13 As a further, separate and Second Affirmative Defense, Defendants allege that the
14 Complaint, and each and every purported cause of action therein alleged, are barred by reason that
15 at the time and place of the incidents alleged, Plaintiff or his agents did not exercise ordinary and
16 reasonable care, caution or prudence to avoid such incidents or to protect themselves from damage
17 or injury, and the resulting damage, if any, sustained by Plaintiff and/or his agents was proximately
18 caused and contributed to by the comparative negligence of Plaintiff and/or his agents.
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20 **THIRD AFFIRMATIVE DEFENSE**
(Breach by Plaintiff)

21 As a further, separate and Third Affirmative Defense, Defendants allege that the Complaint,
22 and each and every purported cause of action therein alleged, are barred by reason that any failure
23 on the part of these answering Defendants to perform the obligations as alleged in said Complaint
24 are excused by the breaches of Plaintiff and/or his agents or representatives in failing, refusing and
25

1 neglecting to perform their obligations under the subject statutes and/or agreements and/or
2 otherwise, which performance by Plaintiff and/or his agents was and is a condition precedent to any
3 obligation of these answering Defendants.
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5 **FOURTH AFFIRMATIVE DEFENSE**
6 (Privilege)

7 As a further, separate and Fourth Affirmative Defense, Defendants allege that the
8 Complaint, and each and every purported cause of action therein alleged, is barred by reason that
9 the alleged acts and conduct of these answering Defendants were and are privileged.

10 **FIFTH AFFIRMATIVE DEFENSE**
11 (Statute of Limitations)

12 As a further, separate and Fifth Affirmative Defense, these answering Defendants allege that
13 the Complaint, and each and every purported cause of action therein alleged, are barred by the
14 Statute of Limitations, including but not limited to Code of Civil Procedure Sections 337, 338, 339,
15 340, and 343.

16 **SIXTH AFFIRMATIVE DEFENSE**
17 (Waiver)

18 As a further, separate and Sixth Affirmative Defense, Defendants allege that the Complaint,
19 and each and every purported cause of action therein alleged, are barred by reason that Plaintiff
20 and/or his agents waived any and all rights it may have had under the purported agreement or
21 agreements and/or statute or statutes by failing, refusing, and neglecting to properly perform their
22 obligations thereunder and by undertaking other conduct, the exact nature of which will be inserted
23 herein by amendment or proved at the time of trial.

24 **SEVENTH AFFIRMATIVE DEFENSE**
25 (Estoppel)

26 As a further, separate and Seventh Affirmative Defense, Defendants allege that the
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1 Complaint, and each and every purported cause of action therein alleged, are barred in that Plaintiff
2 and/or his agents are estopped to assert any breach of any obligations by these answering
3 Defendants by reason of the affirmative malfeasance, misfeasance, or intentional misconduct of
4 Plaintiff and/or his agents, which conduct or omissions estops them from asserting any breach of
5 obligation by these answering Defendants.
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7 **EIGHTH AFFIRMATIVE DEFENSE**
8 (Failure to Give Adequate Notice)

9 As a further, separate and Eighth Affirmative Defense, Defendants allege that the
10 Complaint, and each and every purported cause of action therein alleged, are barred by reason that
11 Plaintiff and/or his agents failed to give reasonable, timely, sufficient and adequate notice relative to
12 the alleged damage or injury complained of, and that by reason thereof, the Complaint and each and
13 every cause of action alleged therein are barred as against these answering Defendants.

14 **NINTH AFFIRMATIVE DEFENSE**
15 (Lack of Basis for Remedies Alleged)

16 As a further, separate and Ninth Affirmative Defense, these answering Defendants allege
17 that the injuries and damages complained of by Plaintiff do not accurately reflect the actual injuries
18 and damages, if any, sustained by Plaintiff, and by reason thereof, the remedies requested by
19 Plaintiff are barred.

20 **TENTH AFFIRMATIVE DEFENSE**
21 (Third-Party Negligence)

22 As a further, separate and Tenth Affirmative Defense, these answering Defendants allege
23 that the losses and damages complained of by Plaintiff, if any, were proximately caused by the sole
24 negligence, acts, omissions and faults of parties, individuals and organizations other than these
25 answering Defendants.
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ELEVENTH AFFIRMATIVE DEFENSE
(Lack of Compliance with Statutory Obligations)

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As a further, separate and Eleventh Affirmative Defense, these answering Defendants allege that Plaintiff and/or his agents have failed to comply with the applicable statutory provisions for asserting the causes of action alleged in the Complaint, and accordingly, are barred from asserting said claims in this action.

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TWELFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)

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As a further, separate and Twelfth Affirmative Defense, these answering Defendants allege that the Complaint, and each and every purported cause of action therein alleged, is barred by reason of the failure to mitigate damages and injuries by Plaintiff and/or his agents.

THIRTEENTH AFFIRMATIVE DEFENSE
(Laches)

As a further, separate and Thirteenth Affirmative Defense, Defendants allege that the Complaint, and each and every purported cause of action therein alleged, is barred by reason that Plaintiff and/or his agents delayed an unreasonable period of time before asserting any purported rights under said statute or statutes or agreement or agreements, which delay has been prejudicial to Defendants. That by reason thereof, and based on the doctrine of laches, said causes of action alleged in the Complaint are barred.

FOURTEENTH AFFIRMATIVE DEFENSE
(Assumption of Risk)

As a further, separate and Fourteenth Affirmative Defense, Defendants allege that the Complaint, and each and every purported cause of action therein alleged, are barred by reason that Plaintiff and/or his agents, with full knowledge of all risks attendant thereto, voluntarily and knowingly assumed any and all risks attendant upon the conduct referred to in said Complaint, and all purported damages alleged to be related thereto were proximately caused thereby. Alternatively,

1 Defendants allege that any damages suffered by Plaintiff should be reduced based upon the
2 comparative fault, negligence, and carelessness of Plaintiff and/or his agents.

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4 **FIFTEENTH AFFIRMATIVE DEFENSE**
(Unclean Hands/In pari delicto)

5 As a further, separate and Fifteenth Affirmative Defense, Defendants allege that the
6 Complaint, and each and every purported cause of action therein alleged, are barred in that Plaintiff
7 and/or his agents are guilty of wrongful misconduct and/or omissions in connection with the
8 transaction(s) or event(s) forming the basis of this litigation and should therefore be barred from all
9 legal or equitable relief requested in the Complaint or otherwise by reason of their unclean hands
10 and by the doctrine of in pari delicto.

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12 **SIXTEENTH AFFIRMATIVE DEFENSE**
(Lack of Privity)

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14 As a further, separate and Sixteenth Affirmative Defense, these answering Defendants allege
15 that the Complaint, and each and every purported cause of action therein alleged, are barred in that
16 Plaintiff was not and is not in privity of contract with these answering Defendants.

17 **SEVENTENTH AFFIRMATIVE DEFENSE**
(Reasonable Grounds for Actions)

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19 As a further, separate and Seventeenth Affirmative Defense, Defendants allege that penalties
20 and/or punitive damages should be denied or reduced because any acts or omissions of
21 Defendants were in good faith and Defendant had reasonable grounds for believing that the acts
22 or omissions did not violate any statutes or other laws relating to the matters alleged in the
23 Complaint.
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1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 (Good Faith)

3 As a further, separate and Eighteenth Affirmative Defense, these answering Defendants
4 allege that the Complaint and each and every purported claim therein alleged are barred in that each
5 and every act and/or omission alleged against these answering Defendants was done or omitted in
6 good faith and in conformity with the law, that defendant had reasonable grounds for believing
7 that its conduct did not violate any provision of the purported applicable codes of the State of
8 California, and that any purported violation of any statute or statutes as alleged in the Complaint
9 was unintentional.

10 **NINETEENTH AFFIRMATIVE DEFENSE**

11 (Statute of Frauds)

12 As a further, separate and Nineteenth Affirmative Defense, Defendants allege that the
13 Complaint, and each and every purported cause of action therein alleged, is barred by the Statute of
14 Frauds, including but not limited to Civil Code Section 1624.

15 **TWENTIETH AFFIRMATIVE DEFENSE**

16 (Accord and Satisfaction)

17 As a further, separate and Twentieth Affirmative Defense, Defendants allege that prior to
18 the commencement of the within action, a bona fide dispute existed between real party in interest
19 and defendant as to the matters alleged in the Complaint, and prior to the commencement of the
20 within action, plaintiff and these answering Defendants entered into an accord and satisfaction,
21 by the terms of which any and all obligations allegedly owed by these answering Defendants
22 were satisfied and discharged, and that by reason thereof, the Complaint, and each and every
23 purported cause of action therein alleged, are barred.

24 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

25 (Ratification)

1 As a further, separate and Twenty First Affirmative Defense, Defendants allege that Plaintiff
2 acknowledged, ratified, consented to and acquiesced in the alleged acts or omissions, if any, of these
3 answering Defendants, thus barring plaintiff from any relief as prayed for herein.
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5 **TWENTY-SECOND AFFIRMATIVE DEFENSE**
6 (Intervening/Supervening Acts)

7 As a further, separate and Twenty Second Affirmative Defense, Defendants allege that
8 plaintiff is barred from recovery because any injuries or damages alleged by plaintiff, if any, were
9 the result of new, independent, intervening, or superseding causes that are unrelated to any conduct
10 of the defendants. Any action on the part of these answering Defendants was not the proximate or
11 producing cause of any alleged injuries or damages plaintiff claims were sustained. Such
12 intervening acts or omissions require that any recovery in favor of plaintiff must be apportioned
13 among all parties and entities responsible for plaintiff's damages, if any.

14 **TWENTY-THIRD AFFIRMATIVE DEFENSE**
15 (Discharge of Duties)

16 Defendants are informed and believes and thereon allege that, prior to the commencement of
17 this action, Defendants duly performed, paid, satisfied, and/or otherwise discharged all of their
18 duties and obligations arising out of applicable law. Therefore Defendants allege that any alleged
19 failure to perform any statutory or other obligations was excused and/or prevented by the actions
20 and/or omissions of plaintiff and/or other parties.

21 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**
22 (Impossibility)

23 Defendants allege that any duty or obligation they may have had to perform to the benefit of
24 plaintiff were rendered impossible to perform due to the conduct of plaintiff or other persons and
25 facts outside of Defendant's control.
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1 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**
2 (Legitimate, Good Faith Business Reasons)

3 Defendants' actions involving Plaintiff, if any, were based solely on legitimate, good- faith,
4 non-discriminatory business reasons.

5 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**
6 (Injuries Caused by Others)

7 Defendants allege that any injuries or damages alleged by plaintiff, if any, were caused, in
8 whole or in part, by the acts or omissions of others, for whose conduct Defendants are not
9 responsible.

10 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**
11 (Additional Defenses)

12 Defendants allege that they may have other, separate, and additional defenses of which they
13 are not presently aware, and hereby reserve the right to assert them by amendment to this answer, as
14 allowed and permitted under California law.

15 WHEREFORE, defendants pray as follows:

- 16 1. That plaintiff takes nothing by way of its suit;
17 2. For reasonable attorney's fees and costs of suit incurred herein; and,
18 3. For such other and further relief as the court deems proper.

19 Gorla, Weber & Jarvis

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21 Dated: October 1, 2018

22 Charles F. Gorla
23 Attorneys for Defendants
24 CHRIS HAKIM,
25 MIRA ESTE PROPERTIES LLC,
26 and ROSELLE PROPERTIES LLC,
27

2018 OCT 1 PM 2:33

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CLERK OF SUPERIOR COURT
CENTRAL DIVISION

2018 OCT -1 P 3: 56

Attorneys for Defendant
Chris Hakim

CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

SALAM RAZUKI, an individual

Plaintiff,

vs

NINUS MALAN, an individual; CHRIS
HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC.,
California corporation; SAN DIEGO
UNITED HOLDINGS GROUP, LLC, a
California limited liability company; FLIP
MANAGEMENT, LLC, a California limited
liability company; MIRA ESTE
PROPERTIES LLC, a California limited
liability company; ROSELLE PROPERTIES,
LLC, a California limited liability company;
BALBOA AVE COOPERATIVE, a
California nonprofit mutual benefit
corporation; CALIFORNIA CANNABIS
GROUP, a California nonprofit mutual
benefit corporation; DEVILISH DELIGHTS,
INC. a California nonprofit mutual benefit
corporation; and DOES 1-100, inclusive;

Defendants.

AND RELATED CROSS-ACTIONS.

Case No.: 37-2018-00034229-CU-BC-CTL

(Unlimited Civil Action)

PROOF OF SERVICE

Dept.: C-67

I/C Judge: Hon. Eddie C. Sturgeon

Complaint Filed: July 10, 2018

Trial Date: Not Set

IMAGED FILE

1 I, Charles F. Gorla, declare that: I am, and was at the time of service of the papers herein
2 referred to, over the age of eighteen years, not a party to this action, and am employed in the County
3 of San Diego, California, in which County the within mentioned mailing occurred. My business
4 address is 1011 Camino del Rio South, Suite 210, San Diego, California 92108.

5 I served the following document(s):

- 6 • Answer of Chris Hakim, Mira Este Properties, LLC, and Roselle Properties LLC
- 7 • to First Amended Complaint
- 8 • Cross-Complaint of Chris Hakim, Mira Este Properties, LLC, and Roselle Properties LLC

9 on the following addressees:

10 Steven A. Elia (steve@elialaw.com) 11 Marua Griffin (maura@elialaw.com) 12 James Joseph (james@elialaw.com) 13 Law Offices of Steven Elia 14 2221 Camino del Rio S., #207 15 San Diego, CA 92108 16 Tel. (619) 444-2244 17 Fax (619) 440-2233 18 Attorneys for Plaintiff	Robert Fuller (rfullerAnelsonhardiman.com) Salvatore J. Zimmitt (szimmitt@nelsonhardiman.com) Nelson Hardiman LLP 11835 West Olympic Blvd., Suite 900 Los Angeles, CA 90064 Tel. (310) 203-2807 Fax (310) 203-2727 Attorneys for Intervenor SoCal Building Ventures LLC
19 Gina M. Austin (gaustin@austinlegalgroup.com) 20 Tamara M. Leetham (tamara@austinlegalgroup.com) 21 Austin legal Group 22 3990 Old Town Avenue, Suite A-112 23 San Diego, CA 92110 24 Tel. (619) 924-9600 25 Fax. (619) 881-0045 26 Attorneys for Defendants Ninus Malan et al.	Richardson C. Griswold (rgriswold@griswoldlawsandiego.com) Griswold Law 444 S. Cedros Avenue, Suite 250 Solana Beach, CA 92075 Tel. (858) 481-1300 Fax. (888) 624-9177 Attorney for Receiver Michael Essary

27 XX (BY ELECTRONIC MAIL) by transmitting same electronically by computer
transmission to each said addressee, addressed to each such addressee at the above electronic mail
address, pursuant to the parties' practice, customs, agreement, and/or stipulation that service by
electronic mail of the above items would suffice for all purposes, at San Diego County, California,
on October 1, 2018.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October
1, 2018 at San Diego County, California.


CHARLES F. GORLA