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Attorneys for Razuki Investments, LLC

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO - CENTRAL

11 MONTGOMERY FIELD BUSINESS)
12 CONDOMINIUMS ASSOCIATION,)

13 Plaintiff,

14 vs.)

15 BALBOA AVENUE COOPERATIVE, et. al.,)

16 Defendants.)
17)
18)
19)
20)

Case No.: 37-2017-00019384-CU-CO-CTL

**ANSWER BY DEFENDANTS
RAZUKI INVESTMENTS, LLC and
SALAM RAZUKI**

21 Defendants Razuki Investments, LLC and Salam Razuki ("Defendants") answer the
22 Complaint as follows:
23

24 1. Pursuant to the California Code of Civil Procedure, Defendants deny each and
25 every allegation of the unverified complaint and deny that Plaintiffs suffered or sustained any
26 damages or injuries whatsoever.
27
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1 FIRST AFFIRMATIVE DEFENSE

2 2. The complaint against Defendants fails to allege facts sufficient to constitute a
3 cause of action against Defendants.

4 SECOND AFFIRMATIVE DEFENSE

5 3. The complaint against Defendants is barred by the doctrine of laches.

6 THIRD AFFIRMATIVE DEFENSE

7 4. The complaint against Defendants is barred by the applicable statute of limitation
8 including, without limitation, the provisions of Code of Civil Procedure sections 337, 338, 339,
9 340 and 343.

10 FOURTH AFFIRMATIVE DEFENSE

11 5. The complaint against Defendants is barred by the doctrine of waiver.

12 FIFTH AFFIRMATIVE DEFENSE

13 6. The complaint against Defendants is barred by the doctrine of estoppel.

14 SIXTH AFFIRMATIVE DEFENSE

15 7. The complaint against Defendants is barred by the doctrine of unclean hands.

16 SEVENTH AFFIRMATIVE DEFENSE

17 8. The complaint against Defendants was not brought in good faith or with
18 reasonable cause. Defendants are entitled to recover its costs of defense.

19 EIGHTH AFFIRMATIVE DEFENSE

20 9. Plaintiffs' negligent and/or intentional misconduct was a legal cause of the
21 incident which forms the basis for the complaint. Plaintiffs' recovery, if any, should be reduced
22 by an amount proportionate to the amount by which Plaintiffs' negligence and/or intentional
23 misconduct contributed to the happening of the alleged incident.

24 NINTH AFFIRMATIVE DEFENSE

25 10. The acts or omissions of third persons, other than this answering Defendants,
26 legally caused or contributed to the events leading up to the incident which forms the basis for
27 Plaintiffs' complaint. Defendants are entitled to a judicial determination of the percentage of
28 fault of each person who is a legal cause of the alleged injuries sustained.

1 TENTH AFFIRMATIVE DEFENSE

2 11. Plaintiffs have failed to take adequate steps to minimize, alter, reduce or
3 otherwise diminish the damages, if any, with respect to the matters alleged in the complaint, and
4 by reason of the foregoing, Plaintiffs are barred from recovery thereof.

5 ELEVENTH AFFIRMATIVE DEFENSE

6 12. Any and all injuries, if any, sustained or suffered by Plaintiffs were proximately
7 caused, contributed to or aggravated by the acts or omissions of Plaintiffs or other person or
8 entities. Such acts or omissions are an intervening and/or superseding cause of the injuries, if
9 any, and damages, if any, thus barring Plaintiffs from any recovery against Defendants.

10 TWELTH AFFIRMATIVE DEFENSE

11 13. The complaint is barred by the doctrine of accord and satisfaction.

12 THIRTEENTH AFFIRMATIVE DEFENSE

13 14. The complaint is barred by the doctrine of reformation.

14 FOURTEENTH AFFIRMATIVE DEFENSE

15 15. At all times and places mentioned in the Complaint, Plaintiffs failed to mitigate
16 the amount of their alleged damages. The alleged damages claimed by Plaintiffs could have
17 been mitigated by due diligence on their part or by one acting under similar circumstances.
18 Plaintiffs' failure to mitigate is a bar to his recovery under the Complaint. Plaintiffs have failed
19 to take adequate steps to minimize, alter, reduce or otherwise diminish the damages, if any, with
20 respect to the matters alleged in the Complaint, and by reason of the foregoing, Plaintiffs are
21 barred from recovery thereof.

22 FIFTEENTH AFFIRMATIVE DEFENSE

23 16. Plaintiff's claims, if any, are barred in whole or in part by the contributory and
24 comparative negligence and fault of Plaintiff.

25 SIXTEENTH AFFIRMATIVE DEFENSE

26 17. The Complaint is barred by the doctrine of offset of amounts owed by Plaintiffs to
27 Defendants.

1 SEVENTEENTH AFFIRMATIVE DEFENSE

2 18. The Complaint is barred by Plaintiffs' misconduct.

3 EIGHTEENTH AFFIRMATIVE DEFENSE

4 19. Plaintiffs' claims are barred to the extent they have failed to satisfy the
5 jurisdictional and/or statutory prerequisites for their causes of action or exhaust the appropriate
6 administrative remedies.

7 NINETEENTH AFFIRMATIVE DEFENSE

8 20. The Complaint is barred by Plaintiffs' lack of standing to bring the causes of
9 action asserted in the Complaint.

10 TWENTIETH AFFIRMATIVE DEFENSE

11 21. The Complaint is barred by Plaintiffs' failure to include an indispensable party or
12 parties.

13 TWENTY-FIRST AFFIRMATIVE DEFENSE

14 22. The Complaint is barred by the doctrine of accord and satisfaction.

15 TWENTY-SECOND AFFIRMATIVE DEFENSE

16 23. The Complaint is uncertain in that is impossible to determine from the Complaint
17 which of the alleged acts of Defendants caused the injuries alleged in the Complaint.

18 TWENTY-THIRD AFFIRMATIVE DEFENSE

19 24. The Complaint is barred because any action taken by Defendants against Plaintiff
20 was permitted by law.

21 TWENTY-FOURTH AFFIRMATIVE DEFENSE

22 25. The Complaint is barred by the applicable Statute Of Frauds.

23 TWENTY-FIFTH AFFIRMATIVE DEFENSE

24 26. The Complaint is barred because Defendants fully performed all that was
25 required.

26 TWENTY-SIXTH AFFIRMATIVE DEFENSE

27 27. The Complaint is barred by mistake, fraud, duress or undue influence.
28

1 TWENTY-SEVENTH AFFIRMATIVE DEFENSE

2 28. The alleged contract at issue is not valid or enforceable.

3 TWENTY-EIGHTH AFFIRMATIVE DEFENSE

4 29. Defendants had no intent to disrupt alleged economic relationships and acted with
5 reasonable care.

6 TWENTY-NINTH AFFIRMATIVE DEFENSE

7 30. Defendants are informed and believes and thereon alleges that each and all of the
8 alleged rights, claims and obligations which Plaintiffs seek by way of the Complaint have been
9 released.

10 THIRTIETH AFFIRMATIVE DEFENSE

11 31. Defendants are informed and believes that attorneys' fees and punitive or
12 exemplary damages are not permissible.

13 THIRTY-FIRST AFFIRMATIVE DEFENSE

14 32. Defendants are informed and believes there was a failure of consideration.

15 THIRTY-SECOND AFFIRMATIVE DEFENSE

16 33. Defendants reserve the right to assert additional affirmative defenses in the event
17 investigation and discovery indicates that they would be appropriate.

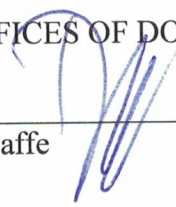
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19 WHEREFORE, Defendants Razuki Investments, LLC and Salam Razuki request the
20 following relief:

- 21 A. An order that Plaintiffs be awarding nothing and that the complaint be dismissed;
22 B. Reasonable attorneys' fees;
23 C. Costs of suit; and
24 D. Such other and further relief as the Court deems just and proper.

1 Dated: September 19, 2017

2 LAW OFFICES OF DOUGLAS JAFFE

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4 Douglas Jaffe



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PROOF OF SERVICE

I am over the age of 18 years and not a party to or interested in the within entitled action. My business address is 501 West Broadway, Suite 800, San Diego, California 92101.

On September 19, 2017, I served the foregoing:


ANSWER BY DEFENDANTS RAZUKI INVESTMENTS, LLC and SALAM RAZUKI

by placing a true copy in a sealed envelope, postage fully prepaid, with the United States Postal Service addressed as follows:

Mandy D. Hexom
EPSTEN GRINNELL & HOWELL APC
10200 Willow Creek Road, Suite 100
San Diego, California 92131

I am readily familiar with the firm's practice of collection and processing for mailing. It is deposited with the U.S. Postal Service, postage prepaid on the same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 19, 2017 at San Diego, California.



Douglas Jaffe