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8 SUNRISE PROPERTY INVESTMENTS, LLC

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO, CENTRAL DIVISION

11 SALAM RAZUKI,

12 Plaintiff,

13 vs.

14 NINUS MALAN, et al.

15 Defendants.

CASE NO. 37-2018-00022710-CU-FR-CTL

**SUNRISE PROPERTY INVESTMENTS,
LLC ANSWER TO VERIFIED CROSS-
COMPLAINT**

16 AND RELATED COMPLAINT-IN-
17 INTERVENTION AND CROSS-
18 COMPLAINT

19 Cross-Defendant SUNRISE PROPERTY INVESTMENTS, LLC (“Sunrise”) answering the
20 cross-complaint of NINUS MALAN (“Malan”), CALIFORNIA CANNABIS GROUP (“CCG”),
21 DEVILISH DELIGHTS, INC. (“Devilish”), BALBOA AVE COOPERATIVE (“Balboa”),
22 AMERICAN LENDING AND HOLDINGS, LLC (“ALH”), MONARCH MANAGEMENT
23 CONSULTING, INC. (“Monarch”), FLIP MANAGEMENT, LLC (“Flip”), AND SAN DIEGO
24 UNITED HOLDINGS GROUP, LLC (“SD United”) (collectively “Cross-Complainants”) alleges as
25 follows:
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RESPONSE TO CROSS-COMPLAINANT'S "SUMMARY"

Sunrise denies each and every allegation contained in Cross-Complainants' "summary".

RESPONSE TO SPECIFIC ALLEGATIONS

Responses To "Parties" Of Cross-Complaint

1. Sunrise admits that "Ninus Malan is an individual residing in San Diego County, California." Sunrise does not possess the requisite information to admit or deny whether "[Malan] owns, either in whole or in part, or manages the other cross-complainants who are parties to this cross complaint." Sunrise denies Malan is a manager/member of American Lending and Holdings, LLC.

2. Sunrise admits "Defendant Chris Hakim is an individual." Sunrise does not possess the requisite information to admit or deny whether "[Hakim] owns in part some of the companies that are cross-complainants and defendants in this lawsuit."

3. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 3 of the Cross-Complaint.

4. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 4 of the Cross-Complaint.

5. Sunrise admits "Cross-Complainant Balboa Ave Cooperative is a nonprofit mutual benefit corporation." Sunrise does not possess the requisite knowledge to admit or deny the remaining allegations contained in paragraph 5 of the Cross-Complaint.

6. Sunrise admits "American Lending and Holdings, LLC is a limited liability company." Sunrise denies American Lending and Holdings, LLC "is owned and managed by Malan."

7. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 7 of the Cross-Complaint.

8. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 8 of the Cross-Complaint.

9. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 9 of the Cross-Complaint.

10. Sunrise does not possess the requisite knowledge to admit or deny the allegations contained in paragraph 10 of the Cross-Complaint.

1 11. Sunrise does not possess the requisite knowledge to admit or deny the allegations
2 contained in paragraph 11 of the Cross-Complaint.

3 12. Sunrise does not possess the requisite knowledge to admit or deny the allegations
4 contained in paragraph 12 of the Cross-Complaint.

5 13. Sunrise does not possess the requisite knowledge to admit or deny the allegations
6 contained in paragraph 13 of the Cross-Complaint.

7 14. Sunrise does not possess the requisite knowledge to admit or deny the allegations
8 contained in paragraph 14 of the Cross-Complaint.

9 15. Sunrise does not possess the requisite knowledge to admit or deny the allegations
10 contained in paragraph 15 of the Cross-Complaint.

11 16. Sunrise does not possess the requisite knowledge to admit or deny the allegations
12 contained in paragraph 16 of the Cross-Complaint.

13 17. Sunrise does not possess the requisite knowledge to admit or deny the allegations
14 contained in paragraph 17 of the Cross-Complaint.

15 18. Sunrise does not possess the requisite knowledge to admit or deny the allegations
16 contained in paragraph 18 of the Cross-Complaint.

17 19. Sunrise does not possess the requisite knowledge to admit or deny the allegations
18 contained in paragraph 19 of the Cross-Complaint.

19 20. Sunrise does not possess the requisite knowledge to admit or deny the allegations
20 contained in paragraph 20 of the Cross-Complaint.

21 21. Sunrise admits "Cross-Defendant Sunrise Property Investments, LLC is a California
22 limited liability company". Sunrise denies the remaining allegations contained in paragraph 21 of the
23 Cross-Complaint.

24 22. Sunrise does not possess the requisite knowledge to admit or deny the allegations
25 contained in paragraph 22 of the Cross-Complaint.

26 23. Sunrise does not possess the requisite knowledge to admit or deny the allegations
27 contained in paragraph 23 of the Cross-Complaint.

28 24. Sunrise does not possess the requisite knowledge to admit or deny the allegations
contained in paragraph 24 of the Cross-Complaint.

1 39. Sunrise does not possess the requisite knowledge to admit or deny the allegations
2 contained in paragraph 39 of the Cross-Complaint.

3 40. Sunrise denies the allegations contained in paragraph 40 of the Cross-Complaint.

4 41. Sunrise does not possess the requisite knowledge to admit or deny the allegations
5 contained in paragraph 41 of the Cross-Complaint.

6 42. Sunrise denies the allegations contained in paragraph 42 of the Cross-Complaint.

7 43. Sunrise does not possess the requisite knowledge to admit or deny the allegations
8 contained in paragraph 43 of the Cross-Complaint.

9 44. Sunrise does not possess the requisite knowledge to admit or deny the allegations
10 contained in paragraph 44 of the Cross-Complaint.

11 45. Sunrise does not possess the requisite knowledge to admit or deny the allegations
12 contained in paragraph 45 of the Cross-Complaint.

13 46. Sunrise does not possess the requisite knowledge to admit or deny the allegations
14 contained in paragraph 46 of the Cross-Complaint.

15 47. Sunrise admits that Sunrise Property Investments, LLC holds title to 3385 Sunrise Street,
16 San Diego, CA. Sunrise denies the remaining allegations in paragraph 47(v). Sunrise does not possess
17 the requisite knowledge to admit or deny the remaining allegations contained in paragraph 47 of the
18 Cross-Complaint.

19 48. Paragraph 48 refers to an Appendix 1 which is not attached to the Cross-Complaint and
20 therefore Sunrise cannot admit or deny these allegations.

21 49. Sunrise does not possess the requisite knowledge to admit or deny the allegations
22 contained in paragraph 49 of the Cross-Complaint.

23 50. Sunrise does not possess the requisite knowledge to admit or deny the allegations
24 contained in paragraph 50 of the Cross-Complaint.

25 51. Paragraph 51 merely redefines previously mentioned entities and does not require
26 Sunrise to admit or deny said allegations.

27 52. Sunrise does not possess the requisite knowledge to admit or deny the allegations
28 contained in paragraph 52 because the paragraph is vague. Therefore Sunrise denies said allegations.

 53. Sunrise does not possess the requisite knowledge to admit or deny the allegations

1 contained in paragraph 53 of the Cross-Complaint.

2 54. Sunrise does not possess the requisite knowledge to admit or deny the allegations
3 contained in paragraph 54 of the Cross-Complaint.

4 55. Sunrise does not possess the requisite knowledge to admit or deny the allegations
5 contained in paragraph 55 of the Cross-Complaint.

6 56. Sunrise does not possess the requisite knowledge to admit or deny the allegations
7 contained in paragraph 56 of the Cross-Complaint.

8 57. Sunrise does not possess the requisite knowledge to admit or deny the allegations
9 contained in paragraph 57 of the Cross-Complaint.

10 58. Sunrise does not possess the requisite knowledge to admit or deny the allegations
11 contained in paragraph 58 of the Cross-Complaint.

12 59. Sunrise does not possess the requisite knowledge to admit or deny the allegations
13 contained in paragraph 59 of the Cross-Complaint.

14 60. Sunrise does not possess the requisite knowledge to admit or deny the allegations
15 contained in paragraph 60 of the Cross-Complaint.

16 61. Sunrise does not possess the requisite knowledge to admit or deny the allegations
17 contained in paragraph 61 of the Cross-Complaint.

18 62. Sunrise does not possess the requisite knowledge to admit or deny the allegations
19 contained in paragraph 62 of the Cross-Complaint.

20 63. Sunrise does not possess the requisite knowledge to admit or deny the allegations
21 contained in paragraph 63 of the Cross-Complaint.

22 64. Sunrise does not possess the requisite knowledge to admit or deny the allegations
23 contained in paragraph 64 of the Cross-Complaint.

24 65. Sunrise does not possess the requisite knowledge to admit or deny the allegations
25 contained in paragraph 65 of the Cross-Complaint.

26 66. Sunrise does not possess the requisite knowledge to admit or deny the allegations
27 contained in paragraph 66 of the Cross-Complaint.

28 67. Sunrise does not possess the requisite knowledge to admit or deny the allegations
contained in paragraph 67 of the Cross-Complaint.

1 68. Sunrise does not possess the requisite knowledge to admit or deny the allegations
2 contained in paragraph 68 of the Cross-Complaint.

3 69. Sunrise does not possess the requisite knowledge to admit or deny the allegations
4 contained in paragraph 67 of the Cross-Complaint.

5 70. Sunrise does not possess the requisite knowledge to admit or deny the allegations
6 contained in paragraph 67 of the Cross-Complaint.

7 71. Sunrise does not possess the requisite knowledge to admit or deny the allegations
8 contained in paragraph 67 of the Cross-Complaint.

9 72. Sunrise does not possess the requisite knowledge to admit or deny the allegations
10 contained in paragraph 67 of the Cross-Complaint.

11 73. Sunrise denies the allegations contained in paragraph 73 of the Cross-Complaint.

12 74. Sunrise does not possess the requisite knowledge to admit or deny the allegations
13 contained in paragraph 67 of the Cross-Complaint.

14 75. Sunrise does not possess the requisite knowledge to admit or deny the allegations
15 contained in paragraph 67 of the Cross-Complaint.

16 76. The allegations of paragraph 76 only consist of legal conclusions and Sunrise is not
17 required to admit or deny these allegations.

18 77. The allegations of paragraph 77 only consist of legal conclusions and Sunrise is not
19 required to admit or deny these allegations.

20 78. The allegations of paragraph 78 only consist of legal conclusions and Sunrise is not
21 required to admit or deny these allegations.

22 79. The allegations of paragraph 79 only consist of legal conclusions and Sunrise is not
23 required to admit or deny these allegations.

24 80. The allegations of paragraph 80 only consist of legal conclusions and Sunrise is not
25 required to admit or deny these allegations.

26 81. The allegations of paragraph 81 only consist of legal conclusions and Sunrise is not
27 required to admit or deny these allegations.

28 82. The allegations of paragraph 82 only consist of legal conclusions and Sunrise is not
required to admit or deny these allegations.

1 83. Sunrise does not possess the requisite knowledge to admit or deny the allegations
2 contained in paragraph 83 of the Cross-Complaint.

3 84. Sunrise does not possess the requisite knowledge to admit or deny the allegations
4 contained in paragraph 84 of the Cross-Complaint.

5 85. The allegations of paragraph 85 only consist of legal conclusions and Sunrise is not
6 required to admit or deny these allegations.

7 86. Sunrise does not possess the requisite knowledge to admit or deny the allegations
8 contained in paragraph 86 of the Cross-Complaint.

9 87. Sunrise does not possess the requisite knowledge to admit or deny the allegations
10 contained in paragraph 87 of the Cross-Complaint.

11 88. Sunrise does not possess the requisite knowledge to admit or deny the allegations
12 contained in paragraph 88 of the Cross-Complaint.

13 89. Sunrise does not possess the requisite knowledge to admit or deny the allegations
14 contained in paragraph 89 of the Cross-Complaint.

15 90. Sunrise does not possess the requisite knowledge to admit or deny the allegations
16 contained in paragraph 90 of the Cross-Complaint.

17 91. Sunrise does not possess the requisite knowledge to admit or deny the allegations
18 contained in paragraph 91 of the Cross-Complaint.

19 92. Sunrise does not possess the requisite knowledge to admit or deny the allegations
20 contained in paragraph 92 of the Cross-Complaint.

21 93. The allegations of paragraph 93 only consist of legal conclusions and Sunrise is not
22 required to admit or deny these allegations.

23 94. The allegations of paragraph 94 only consist of legal conclusions and Sunrise is not
24 required to admit or deny these allegations.

25 95. Sunrise does not possess the requisite knowledge to admit or deny the allegations
26 contained in paragraph 95 of the Cross-Complaint.

27 96. The allegations of paragraph 96 only consist of legal conclusions and Sunrise is not
28 required to admit or deny these allegations.

97. The allegations of paragraph 97 only consist of legal conclusions and Sunrise is not

1 required to admit or deny these allegations.

2 98. Sunrise does not possess the requisite knowledge to admit or deny the allegations
3 contained in paragraph 98 of the Cross-Complaint.

4 99. Sunrise does not possess the requisite knowledge to admit or deny the allegations
5 contained in paragraph 99 of the Cross-Complaint.

6 100. Sunrise does not possess the requisite knowledge to admit or deny the allegations
7 contained in paragraph 100 of the Cross-Complaint.

8 101. Sunrise does not possess the requisite knowledge to admit or deny the allegations
9 contained in paragraph 101 of the Cross-Complaint.

10 102. Sunrise does not possess the requisite knowledge to admit or deny the allegations
11 contained in paragraph 102 of the Cross-Complaint.

12 103. Sunrise does not possess the requisite knowledge to admit or deny the allegations
13 contained in paragraph 103 of the Cross-Complaint.

14 104. Sunrise does not possess the requisite knowledge to admit or deny the allegations
15 contained in paragraph 104 of the Cross-Complaint.

16 105. Sunrise does not possess the requisite knowledge to admit or deny the allegations
17 contained in paragraph 105 of the Cross-Complaint.

18 106. Sunrise does not possess the requisite knowledge to admit or deny the allegations
19 contained in paragraph 106 of the Cross-Complaint.

20 107. Sunrise does not possess the requisite knowledge to admit or deny the allegations
21 contained in paragraph 107 of the Cross-Complaint.

22 108. Sunrise does not possess the requisite knowledge to admit or deny the allegations
23 contained in paragraph 108 of the Cross-Complaint.

24 109. Sunrise does not possess the requisite knowledge to admit or deny the allegations
25 contained in paragraph 109 of the Cross-Complaint.

26 110. Sunrise does not possess the requisite knowledge to admit or deny the allegations
27 contained in paragraph 110 of the Cross-Complaint.

28 111. Sunrise does not possess the requisite knowledge to admit or deny the allegations
contained in paragraph 111 of the Cross-Complaint.

1 112. Sunrise does not possess the requisite knowledge to admit or deny the allegations
2 contained in paragraph 112 of the Cross-Complaint.

3 113. Sunrise does not possess the requisite knowledge to admit or deny the allegations
4 contained in paragraph 113 of the Cross-Complaint.

5 114. Sunrise does not possess the requisite knowledge to admit or deny the allegations
6 contained in paragraph 114 of the Cross-Complaint.

7 115. Sunrise does not possess the requisite knowledge to admit or deny the allegations
8 contained in paragraph 115 of the Cross-Complaint.

9 116. Sunrise does not possess the requisite knowledge to admit or deny the allegations
10 contained in paragraph 116 of the Cross-Complaint.

11 117. Sunrise does not possess the requisite knowledge to admit or deny the allegations
12 contained in paragraph 117 of the Cross-Complaint.

13 118. Sunrise does not possess the requisite knowledge to admit or deny the allegations
14 contained in paragraph 118 of the Cross-Complaint.

15 119. Sunrise does not possess the requisite knowledge to admit or deny the allegations
16 contained in paragraph 119 of the Cross-Complaint.

17 120. Sunrise does not possess the requisite knowledge to admit or deny the allegations
18 contained in paragraph 120 of the Cross-Complaint.

19 121. Sunrise does not possess the requisite knowledge to admit or deny the allegations
20 contained in paragraph 121 of the Cross-Complaint.

21 122. Sunrise does not possess the requisite knowledge to admit or deny the allegations
22 contained in paragraph 122 of the Cross-Complaint.

23 123. Sunrise does not possess the requisite knowledge to admit or deny the allegations
24 contained in paragraph 123 of the Cross-Complaint.

25 124. Sunrise does not possess the requisite knowledge to admit or deny the allegations
26 contained in paragraph 124 of the Cross-Complaint.

27 125. Sunrise does not possess the requisite knowledge to admit or deny the allegations
28 contained in paragraph 125 of the Cross-Complaint.

126. Sunrise does not possess the requisite knowledge to admit or deny the allegations

1 contained in paragraph 126 of the Cross-Complaint.

2 127. The allegations of paragraph 127 only consist of legal conclusions and Sunrise is not
3 required to admit or deny these allegations.

4 128. The allegations of paragraph 128 only consist of legal conclusions and Sunrise is not
5 required to admit or deny these allegations.

6 129. The allegations of paragraph 129 only consist of legal conclusions and Sunrise is not
7 required to admit or deny these allegations.

8 130. The allegations of paragraph 130 only consist of legal conclusions and Sunrise is not
9 required to admit or deny these allegations.

10 131. Sunrise does not possess the requisite knowledge to admit or deny the allegations
11 contained in paragraph 131 of the Cross-Complaint.

12 132. Sunrise does not possess the requisite knowledge to admit or deny the allegations
13 contained in paragraph 132 of the Cross-Complaint.

14 133. Sunrise does not possess the requisite knowledge to admit or deny the allegations
15 contained in paragraph 133 of the Cross-Complaint.

16 134. Sunrise does not possess the requisite knowledge to admit or deny the allegations
17 contained in paragraph 134 of the Cross-Complaint.

18 135. Sunrise does not possess the requisite knowledge to admit or deny the allegations
19 contained in paragraph 135 of the Cross-Complaint.

20 136. Sunrise does not possess the requisite knowledge to admit or deny the allegations
21 contained in paragraph 136 of the Cross-Complaint.

22 137. The allegations of paragraph 137 only consist of legal conclusions and Sunrise is not
23 required to admit or deny these allegations.

24 138. The allegations of paragraph 138 only consist of legal conclusions and Sunrise is not
25 required to admit or deny these allegations.

26 **Response to Allegations of "Cause of Action 1"**

27 139. The allegations of paragraph 139 only consist of legal conclusions and Sunrise is not
28

1 required to admit or deny these allegations.

2 140. The allegations of paragraph 140 only consist of legal conclusions and Sunrise is not
3 required to admit or deny these allegations.

4 141. The allegations of paragraph 141 only consist of legal conclusions and Sunrise is not
5 required to admit or deny these allegations.

6 142. The allegations of paragraph 142 only consist of legal conclusions and Sunrise is not
7 required to admit or deny these allegations.

8 143. The allegations of paragraph 143 only consist of legal conclusions and Sunrise is not
9 required to admit or deny these allegations.

10 144. The allegations of paragraph 144 only consist of legal conclusions and Sunrise is not
11 required to admit or deny these allegations.

12 145. The allegations of paragraph 145 only consist of legal conclusions and Sunrise is not
13 required to admit or deny these allegations.

14 146. The allegations of paragraph 146 only consist of legal conclusions and Sunrise is not
15 required to admit or deny these allegations.

16 147. The allegations of paragraph 147 only consist of legal conclusions and Sunrise is not
17 required to admit or deny these allegations.

18 148. The allegations of paragraph 148 only consist of legal conclusions and Sunrise is not
19 required to admit or deny these allegations.

20 149. The allegations of paragraph 149 only consist of legal conclusions and Sunrise is not
21 required to admit or deny these allegations.

22 150. The allegations of paragraph 150 only consist of legal conclusions and Sunrise is not
23 required to admit or deny these allegations.

24 151. The allegations of paragraph 151 only consist of legal conclusions and Sunrise is not
25 required to admit or deny these allegations.

26 152. The allegations of paragraph 152 only consist of legal conclusions and Sunrise is not
27 required to admit or deny these allegations.

28 153. The allegations of paragraph 153 only consist of legal conclusions and Sunrise is not
required to admit or deny these allegations.

1 154. The allegations of paragraph 154 only consist of legal conclusions and Sunrise is not
2 required to admit or deny these allegations.

3 155. The allegations of paragraph 155 only consist of legal conclusions and Sunrise is not
4 required to admit or deny these allegations.

5 **Response to Allegations of "Causes of Action 2-8"**

6 156. The allegations contained in paragraph 156 are not alleged against Sunrise and Sunrise
7 is not required to admit or deny said allegations.

8 157. The allegations contained in paragraph 157 are not alleged against Sunrise and Sunrise
9 is not required to admit or deny said allegations.

10 158. The allegations contained in paragraph 158 are not alleged against Sunrise and Sunrise
11 is not required to admit or deny said allegations.

12 159. The allegations contained in paragraph 159 are not alleged against Sunrise and Sunrise
13 is not required to admit or deny said allegations.

14 160. The allegations contained in paragraph 160 are not alleged against Sunrise and Sunrise
15 is not required to admit or deny said allegations.

16 161. The allegations contained in paragraph 161 are not alleged against Sunrise and Sunrise
17 is not required to admit or deny said allegations.

18 162. The allegations contained in paragraph 162 are not alleged against Sunrise and Sunrise
19 is not required to admit or deny said allegations.

20 163. The allegations contained in paragraph 163 are not alleged against Sunrise and Sunrise
21 is not required to admit or deny said allegations.

22 164. The allegations contained in paragraph 164 are not alleged against Sunrise and Sunrise
23 is not required to admit or deny said allegations.

24 165. The allegations contained in paragraph 165 are not alleged against Sunrise and Sunrise
25 is not required to admit or deny said allegations.

26 166. The allegations contained in paragraph 166 are not alleged against Sunrise and Sunrise
27 is not required to admit or deny said allegations.

28 167. The allegations contained in paragraph 167 are not alleged against Sunrise and Sunrise
is not required to admit or deny said allegations.

1 168. The allegations contained in paragraph 168 are not alleged against Sunrise and Sunrise
2 is not required to admit or deny said allegations.

3 169. The allegations contained in paragraph 169 are not alleged against Sunrise and Sunrise
4 is not required to admit or deny said allegations.

5 170. The allegations contained in paragraph 170 are not alleged against Sunrise and Sunrise
6 is not required to admit or deny said allegations.

7 171. The allegations contained in paragraph 171 are not alleged against Sunrise and Sunrise
8 is not required to admit or deny said allegations.

9 172. The allegations contained in paragraph 172 are not alleged against Sunrise and Sunrise
10 is not required to admit or deny said allegations.

11 173. The allegations contained in paragraph 173 are not alleged against Sunrise and Sunrise
12 is not required to admit or deny said allegations.

13 174. The allegations contained in paragraph 174 are not alleged against Sunrise and Sunrise
14 is not required to admit or deny said allegations.

15 175. The allegations contained in paragraph 175 are not alleged against Sunrise and Sunrise
16 is not required to admit or deny said allegations.

17 176. The allegations contained in paragraph 176 are not alleged against Sunrise and Sunrise
18 is not required to admit or deny said allegations.

19 177. The allegations contained in paragraph 177 are not alleged against Sunrise and Sunrise
20 is not required to admit or deny said allegations.

21 178. The allegations contained in paragraph 178 are not alleged against Sunrise and Sunrise
22 is not required to admit or deny said allegations.

23 179. The allegations contained in paragraph 179 are not alleged against Sunrise and Sunrise
24 is not required to admit or deny said allegations.

25 180. The allegations contained in paragraph 180 are not alleged against Sunrise and Sunrise
26 is not required to admit or deny said allegations.

27 181. The allegations contained in paragraph 181 are not alleged against Sunrise and Sunrise
28 is not required to admit or deny said allegations.

 182. The allegations contained in paragraph 182 are not alleged against Sunrise and Sunrise

1 is not required to admit or deny said allegations.

2 183. The allegations contained in paragraph 183 are not alleged against Sunrise and Sunrise
3 is not required to admit or deny said allegations.

4 184. The allegations contained in paragraph 184 are not alleged against Sunrise and Sunrise
5 is not required to admit or deny said allegations.

6 185. The allegations contained in paragraph 185 are not alleged against Sunrise and Sunrise
7 is not required to admit or deny said allegations.

8 186. The allegations contained in paragraph 186 are not alleged against Sunrise and Sunrise
9 is not required to admit or deny said allegations.

10 187. The allegations contained in paragraph 187 are not alleged against Sunrise and Sunrise
11 is not required to admit or deny said allegations.

12 188. The allegations contained in paragraph 188 are not alleged against Sunrise and Sunrise
13 is not required to admit or deny said allegations.

14 189. The allegations contained in paragraph 189 are not alleged against Sunrise and Sunrise
15 is not required to admit or deny said allegations.

16 **Response to Allegations of "Cause of Action 9"**

17 190. The allegations of paragraph 190 only consist of legal conclusions and Sunrise is not
18 required to admit or deny these allegations.

19 191. The allegations of paragraph 191 only consist of legal conclusions and Sunrise is not
20 required to admit or deny these allegations.

21 192. The allegations of paragraph 192 only consist of legal conclusions and Sunrise is not
22 required to admit or deny these allegations.

23 193. The allegations of paragraph 193 only consist of legal conclusions and Sunrise is not
24 required to admit or deny these allegations.

25 194. The allegations of paragraph 194 only consist of legal conclusions and Sunrise is not
26 required to admit or deny these allegations.

27 **Response to Allegations of "Cause of Actions 10-12"**

28 195. The allegations contained in paragraph 195 are not alleged against Sunrise and Sunrise

1 is not required to admit or deny said allegations.

2 196. The allegations contained in paragraph 196 are not alleged against Sunrise and Sunrise
3 is not required to admit or deny said allegations.

4 197. The allegations contained in paragraph 197 are not alleged against Sunrise and Sunrise
5 is not required to admit or deny said allegations.

6 198. The allegations contained in paragraph 198 are not alleged against Sunrise and Sunrise
7 is not required to admit or deny said allegations.

8 199. The allegations contained in paragraph 199 are not alleged against Sunrise and Sunrise
9 is not required to admit or deny said allegations.

10 200. The allegations contained in paragraph 200 are not alleged against Sunrise and Sunrise
11 is not required to admit or deny said allegations.

12 201. The allegations contained in paragraph 201 are not alleged against Sunrise and Sunrise
13 is not required to admit or deny said allegations.

14 202. The allegations contained in paragraph 202 are not alleged against Sunrise and Sunrise
15 is not required to admit or deny said allegations.

16 203. The allegations contained in paragraph 203 are not alleged against Sunrise and Sunrise
17 is not required to admit or deny said allegations.

18 204. The allegations contained in paragraph 204 are not alleged against Sunrise and Sunrise
19 is not required to admit or deny said allegations.

20 205. The allegations contained in paragraph 205 are not alleged against Sunrise and Sunrise
21 is not required to admit or deny said allegations.

22 206. The allegations contained in paragraph 206 are not alleged against Sunrise and Sunrise
23 is not required to admit or deny said allegations.

24 207. The allegations contained in paragraph 207 are not alleged against Sunrise and Sunrise
25 is not required to admit or deny said allegations.

26 208. The allegations contained in paragraph 208 are not alleged against Sunrise and Sunrise
27 is not required to admit or deny said allegations.

28 209. The allegations contained in paragraph 209 are not alleged against Sunrise and Sunrise
is not required to admit or deny said allegations.

1 210. The allegations contained in paragraph 210 are not alleged against Sunrise and Sunrise
2 is not required to admit or deny said allegations.

3 211. The allegations contained in paragraph 211 are not alleged against Sunrise and Sunrise
4 is not required to admit or deny said allegations.

5 212. The allegations contained in paragraph 212 are not alleged against Sunrise and Sunrise
6 is not required to admit or deny said allegations.

7 213. The allegations contained in paragraph 213 are not alleged against Sunrise and Sunrise
8 is not required to admit or deny said allegations.

9 214. The allegations contained in paragraph 214 are not alleged against Sunrise and Sunrise
10 is not required to admit or deny said allegations.

11 215. The allegations contained in paragraph 215 are not alleged against Sunrise and Sunrise
12 is not required to admit or deny said allegations.

13 216. The allegations contained in paragraph 216 are not alleged against Sunrise and Sunrise
14 is not required to admit or deny said allegations.

15 217. The allegations contained in paragraph 217 are not alleged against Sunrise and Sunrise
16 is not required to admit or deny said allegations.

17 218. The allegations contained in paragraph 218 are not alleged against Sunrise and Sunrise
18 is not required to admit or deny said allegations.

19 219. The allegations contained in paragraph 219 are not alleged against Sunrise and Sunrise
20 is not required to admit or deny said allegations.

21 220. The allegations contained in paragraph 220 are not alleged against Sunrise and Sunrise
22 is not required to admit or deny said allegations.

23 221. The allegations contained in paragraph 221 are not alleged against Sunrise and Sunrise
24 is not required to admit or deny said allegations.

25 222. The allegations contained in paragraph 222 are not alleged against Sunrise and Sunrise
26 is not required to admit or deny said allegations.

27 223. The allegations contained in paragraph 223 are not alleged against Sunrise and Sunrise
28 is not required to admit or deny said allegations.

 224. The allegations contained in paragraph 224 are not alleged against Sunrise and Sunrise

1 is not required to admit or deny said allegations.

2 **Response to Allegations of "Cause of Action 13"**

3 225. The allegations of paragraph 225 only consist of legal conclusions and Sunrise is not
4 required to admit or deny these allegations.

5 226. The allegations of paragraph 226 only consist of legal conclusions and Sunrise is not
6 required to admit or deny these allegations.

7 227. The allegations of paragraph 227 only consist of legal conclusions and Sunrise is not
8 required to admit or deny these allegations.

9 228. The allegations of paragraph 228 only consist of legal conclusions and Sunrise is not
10 required to admit or deny these allegations.

11 229. The allegations of paragraph 229 only consist of legal conclusions and Sunrise is not
12 required to admit or deny these allegations.

13 230. The allegations of paragraph 230 only consist of legal conclusions and Sunrise is not
14 required to admit or deny these allegations.

15 231. The allegations of paragraph 231 only consist of legal conclusions and Sunrise is not
16 required to admit or deny these allegations.

17 232. The allegations of paragraph 232 only consist of legal conclusions and Sunrise is not
18 required to admit or deny these allegations.

19 **Response to Allegations of "Causes of Action 14-17"**

20 233. The allegations contained in paragraph 233 are not alleged against Sunrise and Sunrise
21 is not required to admit or deny said allegations.

22 234. The allegations contained in paragraph 234 are not alleged against Sunrise and Sunrise
23 is not required to admit or deny said allegations.

24 235. The allegations contained in paragraph 235 are not alleged against Sunrise and Sunrise
25 is not required to admit or deny said allegations.

26 236. The allegations contained in paragraph 236 are not alleged against Sunrise and Sunrise
27 is not required to admit or deny said allegations.

28 237. The allegations contained in paragraph 237 are not alleged against Sunrise and Sunrise
is not required to admit or deny said allegations.

1 238. The allegations contained in paragraph 238 are not alleged against Sunrise and Sunrise
2 is not required to admit or deny said allegations.

3 239. The allegations contained in paragraph 239 are not alleged against Sunrise and Sunrise
4 is not required to admit or deny said allegations.

5 240. The allegations contained in paragraph 240 are not alleged against Sunrise and Sunrise
6 is not required to admit or deny said allegations.

7 241. The allegations contained in paragraph 241 are not alleged against Sunrise and Sunrise
8 is not required to admit or deny said allegations.

9 242. The allegations contained in paragraph 242 are not alleged against Sunrise and Sunrise
10 is not required to admit or deny said allegations.

11 243. The allegations contained in paragraph 243 are not alleged against Sunrise and Sunrise
12 is not required to admit or deny said allegations.

13 244. The allegations contained in paragraph 244 are not alleged against Sunrise and Sunrise
14 is not required to admit or deny said allegations.

15 245. The allegations contained in paragraph 245 are not alleged against Sunrise and Sunrise
16 is not required to admit or deny said allegations.

17 246. The allegations contained in paragraph 246 are not alleged against Sunrise and Sunrise
18 is not required to admit or deny said allegations.

19 247. The allegations contained in paragraph 247 are not alleged against Sunrise and Sunrise
20 is not required to admit or deny said allegations.

21 248. The allegations contained in paragraph 248 are not alleged against Sunrise and Sunrise
22 is not required to admit or deny said allegations.

23 249. The allegations contained in paragraph 249 are not alleged against Sunrise and Sunrise
24 is not required to admit or deny said allegations.

25 250. The allegations contained in paragraph 250 are not alleged against Sunrise and Sunrise
26 is not required to admit or deny said allegations.

27 **Response to Allegations of "Cause of Action 18"**

28 251. The allegations of paragraph 251 only consist of legal conclusions and Sunrise is not

1 required to admit or deny these allegations.

2 252. The allegations of paragraph 252 only consist of legal conclusions and Sunrise is not
3 required to admit or deny these allegations.

4 253. The allegations of paragraph 253 only consist of legal conclusions and Sunrise is not
5 required to admit or deny these allegations.

6 254. The allegations of paragraph 254 only consist of legal conclusions and Sunrise is not
7 required to admit or deny these allegations.

8 **Response to Allegations of "Causes of Action 19-21"**

9 255. The allegations contained in paragraph 255 are not alleged against Sunrise and Sunrise
10 is not required to admit or deny said allegations.

11 256. The allegations contained in paragraph 256 are not alleged against Sunrise and Sunrise
12 is not required to admit or deny said allegations.

13 257. The allegations contained in paragraph 257 are not alleged against Sunrise and Sunrise
14 is not required to admit or deny said allegations.

15 258. The allegations contained in paragraph 258 are not alleged against Sunrise and Sunrise
16 is not required to admit or deny said allegations.

17 259. The allegations contained in paragraph 259 are not alleged against Sunrise and Sunrise
18 is not required to admit or deny said allegations.

19 260. The allegations contained in paragraph 260 are not alleged against Sunrise and Sunrise
20 is not required to admit or deny said allegations.

21 261. The allegations contained in paragraph 261 are not alleged against Sunrise and Sunrise
22 is not required to admit or deny said allegations.

23 262. The allegations contained in paragraph 262 are not alleged against Sunrise and Sunrise
24 is not required to admit or deny said allegations.

25 263. The allegations contained in paragraph 263 are not alleged against Sunrise and Sunrise
26 is not required to admit or deny said allegations.

27 264. The allegations contained in paragraph 264 are not alleged against Sunrise and Sunrise
28 is not required to admit or deny said allegations.

265. The allegations contained in paragraph 265 are not alleged against Sunrise and Sunrise

1 is not required to admit or deny said allegations.

2 266. The allegations contained in paragraph 266 are not alleged against Sunrise and Sunrise
3 is not required to admit or deny said allegations.

4 267. The allegations contained in paragraph 267 are not alleged against Sunrise and Sunrise
5 is not required to admit or deny said allegations.

6 268. The allegations contained in paragraph 268 are not alleged against Sunrise and Sunrise
7 is not required to admit or deny said allegations.

8 269. The allegations contained in paragraph 269 are not alleged against Sunrise and Sunrise
9 is not required to admit or deny said allegations.

10 270. The allegations contained in paragraph 270 are not alleged against Sunrise and Sunrise
11 is not required to admit or deny said allegations.

12 271. The allegations contained in paragraph 271 are not alleged against Sunrise and Sunrise
13 is not required to admit or deny said allegations.

14 272. The allegations contained in paragraph 272 are not alleged against Sunrise and Sunrise
15 is not required to admit or deny said allegations.

16 273. The allegations contained in paragraph 273 are not alleged against Sunrise and Sunrise
17 is not required to admit or deny said allegations.

18 274. The allegations contained in paragraph 274 are not alleged against Sunrise and Sunrise
19 is not required to admit or deny said allegations.

20 275. The allegations contained in paragraph 275 are not alleged against Sunrise and Sunrise
21 is not required to admit or deny said allegations.

22 276. The allegations contained in paragraph 276 are not alleged against Sunrise and Sunrise
23 is not required to admit or deny said allegations.

24 277. The allegations contained in paragraph 277 are not alleged against Sunrise and Sunrise
25 is not required to admit or deny said allegations.

26 278. The allegations contained in paragraph 278 are not alleged against Sunrise and Sunrise
27 is not required to admit or deny said allegations.

28 279. The allegations contained in paragraph 279 are not alleged against Sunrise and Sunrise
is not required to admit or deny said allegations.

1 280. The allegations contained in paragraph 280 are not alleged against Sunrise and Sunrise
2 is not required to admit or deny said allegations.

3 281. The allegations contained in paragraph 281 are not alleged against Sunrise and Sunrise
4 is not required to admit or deny said allegations.

5 282. The allegations contained in paragraph 282 are not alleged against Sunrise and Sunrise
6 is not required to admit or deny said allegations.

7 283. The allegations contained in paragraph 283 are not alleged against Sunrise and Sunrise
8 is not required to admit or deny said allegations.

9 284. The allegations contained in paragraph 284 are not alleged against Sunrise and Sunrise
10 is not required to admit or deny said allegations.

11 285. The allegations contained in paragraph 285 are not alleged against Sunrise and Sunrise
12 is not required to admit or deny said allegations.

13 **Response to Allegations of "Cause of Action 22"**

14 286. The allegations of paragraph 286 only consist of legal conclusions and Sunrise is not
15 required to admit or deny these allegations.

16 287. The allegations of paragraph 287 only consist of legal conclusions and Sunrise is not
17 required to admit or deny these allegations.

18 288. The allegations of paragraph 288 only consist of legal conclusions and Sunrise is not
19 required to admit or deny these allegations.

20 289. The allegations of paragraph 289 only consist of legal conclusions and Sunrise is not
21 required to admit or deny these allegations.

22 290. The allegations of paragraph 290 only consist of legal conclusions and Sunrise is not
23 required to admit or deny these allegations.

24 291. The allegations of paragraph 291 only consist of legal conclusions and Sunrise is not
25 required to admit or deny these allegations.

26 **Response to Allegations of "Causes of Action 23-24"**

27 292. The allegations contained in paragraph 292 are not alleged against Sunrise and Sunrise
28

1 is not required to admit or deny said allegations.

2 293. The allegations contained in paragraph 293 are not alleged against Sunrise and Sunrise
3 is not required to admit or deny said allegations.

4 294. The allegations contained in paragraph 294 are not alleged against Sunrise and Sunrise
5 is not required to admit or deny said allegations.

6 295. The allegations contained in paragraph 295 are not alleged against Sunrise and Sunrise
7 is not required to admit or deny said allegations.

8 296. The allegations contained in paragraph 296 are not alleged against Sunrise and Sunrise
9 is not required to admit or deny said allegations.

10 297. The allegations contained in paragraph 297 are not alleged against Sunrise and Sunrise
11 is not required to admit or deny said allegations.

12 298. The allegations contained in paragraph 298 are not alleged against Sunrise and Sunrise
13 is not required to admit or deny said allegations.

14 **Response to Allegations of "Cause of Action 25"**

15 299. The allegations of paragraph 299 only consist of legal conclusions and Sunrise is not
16 required to admit or deny these allegations.

17 300. The allegations of paragraph 300 only consist of legal conclusions and Sunrise is not
18 required to admit or deny these allegations.

19 301. The allegations of paragraph 301 only consist of legal conclusions and Sunrise is not
20 required to admit or deny these allegations.

21 **Response to Allegations of "Causes of Action 26-27"**

22 302. The allegations contained in paragraph 302 are not alleged against Sunrise and Sunrise
23 is not required to admit or deny said allegations.

24 303. The allegations contained in paragraph 303 are not alleged against Sunrise and Sunrise
25 is not required to admit or deny said allegations.

26 304. The allegations contained in paragraph 304 are not alleged against Sunrise and Sunrise
27 is not required to admit or deny said allegations.

28 305. The allegations contained in paragraph 305 are not alleged against Sunrise and Sunrise
is not required to admit or deny said allegations.

1 Cross-Defendant is informed and believe and thereon allege that at the time and place of the
2 incident described in the Cross-Complaint, Cross-Complainants voluntarily assumed the risk of the
3 activities alleged in the Cross-Complaint on file herein, under the circumstances and conditions then
4 and there existing, and the resultant damages, if any, sustained by Cross-Complainants was proximately
5 contributed to and caused by Cross-Complainants' own voluntary assumption of the risk.

6
7 **Fourth Affirmative Defense**

8 **(Cross-Complainant Bound by Releases)**

9 Cross-Defendant is informed and believe and thereon allege that there were in existence at the
10 time and place of the incident releases and other matters of contract by which the Cross-Complainants
11 are bound herein, and which preclude Cross-Complainants' recovery of damages.

12 **Fifth Affirmative Defense**

13 **(Cross-Complainant Fully or Partially Compensated)**

14 Cross-Defendant is informed and believe and thereon allege that Cross-Complainants have been
15 fully or partially compensated for its damages, if any, arising out of the allegations of the Cross-
16 Complaint on file herein, has waived its right to further discovery, and its recovery is barred or
17 diminished by that amount.

18 **Sixth Affirmative Defense**

19 **(Unclean Hands)**

20 Cross-Defendant is informed and believe and thereon allege that Cross-Complainants comes to
21 this court with unclean hands and for that reason are barred from equitable relief.

22 **Seventh Affirmative Defense**

23 **(Waiver)**

24 Cross-Defendant is informed and believe and thereon allege that any recovery herein based upon
25 the purported causes of action contained in the Cross-Complaint was, at all times material herein, and
26 now remains barred by waiver.

27 **Eighth Affirmative Defense**

28 **(Failure and Refusal to Mitigate Damages)**

1 Cross-Defendant is informed and believe and thereon allege that Cross-Complainants failed and
2 refused to reasonably mitigate its damages, if any, thus barring or proportionally diminishing Cross-
3 Complainants' recovery, if any.

4 **Ninth Affirmative Defense**

5 **(Apportionment)**

6 Cross-Defendant allege that if, at the time of trial, the court or jury determines that there was
7 some degree of responsibility on the part of Cross-Defendant, and that Cross-Defendant's conduct was
8 a proximate cause of Cross-Complainants' alleged damages, Cross-Defendant is informed and believes
9 and thereon allege and contend that such injuries and damages, if any, were proximately caused by the
10 concurrent negligence of Cross-Complainants and/or other as yet unknown persons or entities, and that
11 Cross-Defendant's liability, if any, is limited to the extent of these Cross-Defendant's proportionate
12 responsibility.

13 **Tenth Affirmative Defense**

14 **(Contribution)**

15 Cross-Defendant is informed and believes and thereon allege that, if Cross-Complainants
16 recover a judgment against Cross-Defendant, that the negligence, strict liability and/or acts or omissions
17 of Defendants/Cross-Defendants and each of them exceeded that of Cross-Defendant who is therefore
18 entitled to contribution from, and to an apportionment of the liability of, Defendants/Cross-Defendants.
19 Cross-Defendant further alleges that the negligence, strict liability and/or acts or omissions of
20 Defendants/Cross-Defendants, and each of them, contributed in an undetermined percentage to the loss,
21 injury, or damage allegedly sustained by Cross-Complainant. Cross-Defendant further contends that it
22 is entitled to contribution from and to an apportionment of the liability of Defendants/Cross-Defendants
23 herein, and each of them, to the extent that the negligence and strict liability of Defendants/Cross-
24 Defendants proximately caused and contributed to the loss or injury allegedly sustained by Cross-
25 Complainants

26 **Eleventh Affirmative Defense**

27 **(Offset)**

1 Cross-Defendant is informed and believe and thereon allege that any recovery to which Cross-
2 Complainants may otherwise be entitled is subject to a complete or, at minimum, partial offset.

3 **Twelfth Affirmative Defense**

4 **(Denial of Breach)**

5 Cross-Defendant denies that it has breached any contract or warranty to the Cross-Complainants
6 giving rise to the damages alleged herein, and Cross-Defendant further alleges that any damages
7 incurred herein by Cross-Complainants are solely and totally due to the acts or omissions of Cross-
8 Complainants and/or Cross-Complainants' employees, agents, or customers, for which Cross-
9 Defendant has no responsibility.

10 **Thirteenth Affirmative Defense**

11 **(Estoppel)**

12 Cross-Defendant is informed and believes and thereon allege that any recovery herein based
13 upon the purported causes of action contained in the Cross-Complaint was, at all times material herein,
14 and now remains barred under principles of estoppel.

15 **Fourteenth Affirmative Defense**

16 **(Estoppel *in pais*)**

17 Cross-Defendant is informed and believe and thereon allege that any recovery herein based upon
18 the purported causes of action contained in the Cross-Complaint was, at all times material, and now
19 remains barred under principles of estoppel *in pais*.

20 **Fifteenth Affirmative Defense**

21 **(Res Judicata)**

22 Cross-Defendant is informed and believe and thereon allege that any recovery herein based upon
23 the purported causes of action contained in the Cross-Complaint was, at all times material herein, and
24 now remains barred under the doctrine of res judicata.

25
26 **Sixteenth Affirmative Defense**

27 **(Collateral Estoppel)**

1 Cross-Defendant is informed and believes and thereon allege that any recovery herein based
2 upon the purported causes of action contained in the Cross-Complaint was, at all times material herein,
3 and now remains barred under principles of collateral estoppel and/or claim preclusion and/or issue
4 preclusion.

5 **Seventeenth Affirmative Defense**

6 **(Uncertainty and/or Statute of Frauds)**

7 Cross-Defendant is informed and believes and thereon allege that Cross-Complainants'
8 pleadings are ambiguous and uncertain, and the alleged contract sued upon is too indefinite and
9 uncertain to be enforceable, or is unenforceable under the Statute of Frauds.

10 **Eighteenth Affirmative Defense**

11 **(Reasonable Reliance)**

12 Cross-Defendant is informed and believes and thereon allege that any contract between Cross-
13 Complainants and Cross-Defendant was, at all times herein material, and remains now unenforceable
14 and subject to rescission by reason of Cross-Complainants' non-reliance or unreasonable reliance upon
15 any representations or contract of other named Defendants/Cross-Defendants, or any of them.

16 **Nineteenth Affirmative Defense**

17 **(Willful Misconduct)**

18 Cross-Defendant is informed and believe and thereon allege that Cross-Complainants were
19 guilty of willful misconduct, and wanton and reckless behavior in and about the matters and events set
20 forth in said Cross-Complaint, and that said willful misconduct and wanton and reckless behavior
21 proximately contributed to the injuries and/or damages alleged, if any there were.

22 **Twentieth Affirmative Defense**

23 **(Consent)**

24 Cross-Defendant is informed and believe and thereon allege that prior to the time when Cross-
25 Defendant is alleged to have committed the acts complained of, Cross-Complainants invited, gave
26 permission to, and consent to the acts alleged in the Cross-Complaint. Each of the acts alleged in the
27 Cross-Complaint, which acts are expressly denied by Cross-Defendants, was done within the scope of
28

1 this consent and permission.

2 **Twenty-first Affirmative Defense**

3 **(Comparative Fault of Cross-Complainant)**

4 Cross-Defendant is informed and believes and thereon allege that at all times mentioned in the
5 Cross-Complaint, Cross-Complainants' conduct and actions were careless, reckless, and negligent as to
6 cause and contribute in some degree to the alleged incident and to the damages and injuries, if any,
7 alleged to have been sustained by said Cross-Complainants and therefore completely bars any recovery;
8 or, in the alternative, it reduces the right of recovery by that amount which said negligence contributed
9 to this incident as set forth under the doctrine of comparative negligence.

10 **Twenty-second Affirmative Defense**

11 **(Ratification)**

12 Cross-Complainant is barred from asserting each and all of its causes of action by reason of its
13 ratification of the conduct of the answering Cross-Defendant.

14 **Twenty-third Affirmative Defense**

15 **(Privilege/Justification)**

16 Cross-Defendant is informed and believe and thereon allege to the extent that the Cross-
17 Complaint or any cause of action alleged therein is based on a purported agreement, any recovery
18 thereon is barred in whole or in part on the ground that every action undertaken with respect to Cross-
19 Complainants was privileged and/or justified.

20 **Twenty-fourth Affirmative Defense**

21 **(Reserved Defenses)**

22 Cross-Defendant reserves the right to assert additional affirmative defenses if discovery of facts
23 and/or additional legal research reveal the need for same.

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PRAYER OF RELIEF

WHEREFORE, Cross-Defendant SUNRISE PROPERTY INVESTMENTS, LLC prays that:

1. Cross-Complainants take nothing by the Cross-Complaint;
2. The Cross-Complaint be dismissed with prejudice;
3. Cross-Defendant be awarded attorneys' fees costs of suit incurred herein; and
4. The Court grant any additional relief that the Court finds to be just and proper.

Dated: December 5, 2018

LAW OFFICES OF DOUGLAS JAFFE

By: _____


Douglas Jaffe
Attorney for Cross-Defendant
SUNRISE PROPERTY INVESTMENTS, LLC

FILED
CIVIL BUSINESS OFFICE
CENTRAL DIVISION

PROOF OF SERVICE

2018 DEC -5 1 P 4 18

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.

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

On December 5, 2018, I served the foregoing:

SUNRISE PROPERTY INVESTMENTS, LLC ANSWER TO VERIFIED CROSS-COMPLAINT

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


Steven W. Blake, Esq.,
GALUPPO & BLAKE
A Professional Law Corporation
2792 Gateway Road, Suite 102
Carlsbad, California 92009

Gina M. Austin
Tamara M. Leetham
AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

Steven A. Elia
LAW OFFICES OF STEVEN A. ELIA, APC
2221 Camino Del Rio South, Suite 207
San Diego, California 92108

I am readily familiar with the firm's practice of collection and processing for mailing. It is deposited with the United States 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 December 5, 2018 at San Diego, California.



Douglas Jaffe