

2014 AUG -5 P 1:30

CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

AUG 5 14 PM '13

1 Jeffrey A. Lake, Esq. (SBN 159234)  
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5 Attorneys for Defendants  
Presidential Collective and Thomas Naemi  
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8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

CITY OF SAN DIEGO,	)	Case No.: 37-2014-00022681-CU-MC-CTL
	)	
Plaintiff,	)	<b>ANSWER TO COMPLAINT BY</b>
vs.	)	<b>DEFENDANTS PRESIDENTIAL</b>
	)	<b>COLLECTIVE AND THOMAS NAEMI</b>
PRESIDENTIAL COLLECTIVE, a California	)	
corporation; THOMAS NAEMI, an Individual;	)	IMAGED FILE
MISSION VALLEY CORNERSTONE	)	
PROPERTY, LLC a California Limited	)	
Liability Company; CHERLY HANLEY, an	)	
Individual; CHRISTEN HANLEY, an	)	
Individual AND does 1 THROUGH 50,	)	
INCLUSIVE,	)	
	)	Cmplt. Filed: July 9, 2014
Defendants.	)	Trial Date: Not Set
	)	

18 Defendants PRESIDENTIAL COLLECTIVE and THOMAS NAEMI (Defendants), for  
19 themselves alone and severed from all other defendants, hereby answer Plaintiff CITY OF SAN  
20 DIEGO's Complaint as follows:

21 1. Defendants generally deny each and every allegation of the Complaint pursuant to Code  
22 of Civil Procedure, section 446.  
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1 excused by reason of failure of consideration, breach of condition precedent, impossibility of purpose,  
2 waiver by Plaintiff, and acceptance by Plaintiff.

3 TWELFTH AFFIRMATIVE DEFENSE  
4 (Ambiguity)

5 13. The Complaint fails to state a cause of action upon which relief can be granted to  
6 Plaintiff because the subject agreements are vague, ambiguous, and uncertain.

7 THIRTEENTH AFFIRMATIVE DEFENSE  
8 (Impracticability)

9 14. The Complaint fails to state a cause of action upon which relief can be granted to  
10 Plaintiff because the performance called for by Defendants, if any, was commercially impracticable.

11 FOURTEENTH AFFIRMATIVE DEFENSE  
12 (Failure to Cooperate)

13 15. The Complaint fails to state a cause of action upon which relief can be granted to  
14 Plaintiff because Plaintiff failed to provide Defendants with the cooperation necessary for Defendants  
15 to be able to render performance, if any was due.

16 FIFTEENTH AFFIRMATIVE DEFENSE  
17 (Illegality)

18 16. The Complaint fails to state a cause of action upon which relief can be granted to  
19 Plaintiff because any and all agreements alleged in the Complaint are illegal and unenforceable.

20 SIXTEENTH AFFIRMATIVE DEFENSE  
21 (Reservation)

22 17. Defendants presently have insufficient knowledge and information upon which to form a  
23 belief as to whether they may have additional affirmative defenses available. Defendants reserve the  
24 right to assert additional defenses in the event that discovery indicates they would be appropriate.


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1           WHEREFORE, Defendants request that Plaintiff takes nothing by reason of his Complaint,  
2 requests costs of suit, and requests any and all further relief that the Court deems appropriate.

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4 Dated: 9/24/14

JEFFREY A. LAKE, A.P.C.

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6 By:   
7 Jeffrey A. Lake, Esq.  
8 Attorneys for Defendants  
9 PRESIDENTIAL COLLECTIVE  
10 and THOMAS NAEMI  
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F I L E D  
Clerk of the Superior Court  
AUG - 5 2014

1 **NAME OF ACTION:** *City of San Diego v. Presidential Collective et al.*  
2 **CASE NUMBER:** 37-2014-00022681-CU-MC-CTL

3 **PROOF OF SERVICE**

4 STATE OF CALIFORNIA, COUNTY SAN DIEGO

5 I, **JEFFREY A. LAKE**, am employed in the County of San Diego, CA. I am over the age of  
6 18 years and not a party to the within action; my business address is 12463 Rancho Bernardo Rd., Ste  
7 147, San Diego, CA 92128.

8 On 8/5, 2014 I served the foregoing document(s) described as on the interested  
9 parties as follows: **PRESIDENTIAL COLLECTIVE and THOMAS NAEMI'S ANSWER TO**  
10 **PLAINTIFF'S COMPLAINT**

11 Marsha B. Kerr, Esq. 12 1200 Third Ave., Ste. 700 13 San Diego, CA 92101	
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14  **BY MAIL:** I placed the documents in a sealed envelope and deposited such envelope in the  
15 mail at San Diego, California. The envelope was mailed with postage thereon fully prepaid. I  
16 am readily familiar with the firm's practice of collecting and processing correspondence for  
17 mailing. It is deposited with U.S. postal service on that same day in the ordinary course of  
18 business. I am aware that on motion of party served, service is presumed invalid if postal  
19 cancellation date or postage meter date is more than one day after the date of deposit for  
20 mailing in this proof of service.

21  **BY PERSONAL DELIVERY:** I hand-delivered a copy of the papers referenced above to  
22 Tiffany Dix together with an unsigned copy of this proof of service.

23  **BY ELECTRONIC SERVICE:** I caused a true PDF of the document to be transmitted by  
24 my office computer at 12463 Rancho Bernardo Rd., #147 San Diego, CA 92128 on this date to  
the interested parties at their email addresses referenced above.

**(STATE):** I declare under penalty of perjury under the laws of the State of California, that  
the foregoing is true and correct.

Executed on 8/5, 2014 at San Diego, California.

  
**JEFFREY A. LAKE**