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Attorney for Defendant
LUXURY FINANCIAL SOLUTIONS, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SAM ASSAF, an Individual; and
ROYALTON INVESTMENT
LIMITED, A Malta Corporation,

Plaintiffs,

vs.

ROBERT CARP, an Individual;
LUXURY FINANCIAL SOLUTIONS,
LLC, a Delaware Limited Liability
Company; Richard Provost, and
Individual, and DOES 1-25, inclusive;

Defendants.

LUXURY FINANCIAL SOLUTIONS,
LLC, a Delaware Limited Liability
Company,

Cross-Claimant,

vs.

ROBERT CARP, an individual,

Cross-Defendant.

Case No.: 8:17-cv-01883-CJC-GJS

Assigned to:
The Hon. Judge Cormac J. Carney

**DEFENDANT LUXURY
FINANCIAL SOLUTIONS, LLC'S
ANSWER TO PLAINTIFFS'
COMPLAINT AND CROSS-CLAIM**

JURY TRIAL DEMANDED

Action filed: October 26, 2017
Trial Date: None set

1
2 Defendant, Luxury Financial Solutions, LLC (hereinafter “LFS”), by and
3
4 through its undersigned counsel, on behalf of itself and no other, hereby answers
5 Plaintiffs’ Complaint and for each cause of action denies and alleges as follows:

6
7 **I. ANSWER**

8 **THE PARTIES**

9 1. Answering paragraph 1 of the Complaint, LFS does not have sufficient
10 information at this time to either admit or deny the allegations of paragraph 1 of the
11 Complaint.
12

13 2. Answering paragraph 2 of the Complaint, LFS does not have sufficient
14 information at this time to either admit or deny the allegations of paragraph 2 of the
15 Complaint.
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17 3. Answering paragraph 3 of the Complaint, LFS does not have sufficient
18 information at this time to either admit or deny the allegations of paragraph 3 of the
19 Complaint as the allegations are directed to another named party.
20

21 4. Answering paragraph 4 of the Complaint, LFS admits the allegations in
22 paragraph 4 of the Complaint that it is organized under the laws of the State of
23 Delaware, but denies specifically and generally the remaining allegations in paragraph
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26 4.
27 5. Answering paragraph 5 of the Complaint, LFS denies specifically and
28 generally each and every allegation in paragraph 5.

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6. Answering paragraph 6 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 6 of the Complaint.

7. Answering paragraph 7 of the Complaint, LFS denies specifically and generally each of the allegations contained in paragraph 7.

JURISDICTION AND VENUE

8. Answering paragraph 8 of the Complaint, Plaintiff’s allegations in paragraph 8 of the Complaint address Plaintiff’s claims regarding jurisdiction of this Court and therefore do not require a response by Defendant. However, to the extent possible, LFS denies specifically and generally each and all of the allegations in paragraph 8.

9. Answering paragraph 9 of the Complaint, Plaintiff’s allegations in paragraph 9 of the Complaint address Plaintiff’s claims regarding proper venue and therefore do not require a response by Defendant. However, to the extent possible, LFS denies specifically and generally each and every allegation in paragraph 9.

FACTS

10. Answering paragraph 10 of the Complaint, Plaintiff’s allegations in paragraph 10 of the Complaint address Plaintiff’s claims regarding proper venue and therefore do not require a response by Defendant. However, to the extent possible, LFS denies specifically and generally each of the allegations in paragraph 10.

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11. Answering paragraph 11 of the Complaint, LFS admits the allegations in paragraph 11 of the Complaint.

12. Answering paragraph 12 of the Complaint, LFS denies specifically and generally the allegations in paragraph 12 of the Complaint. However, LFS admits the allegation in paragraph 12 of the Complaint that the Agreement executed by Plaintiff Royalton Investment Limited (hereinafter, “RIL”) provided for a “non-refundable deposit fee.”

13. Answering paragraph 13 of the Complaint, LFS denies specifically and generally each of the allegations contained in paragraph 13.

14. Answering paragraph 14 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 14 of the Complaint as the allegations are directed to another named party.

15. Answering paragraph 15 of the Complaint, LFS admits the allegations in paragraph 15 of the Complaint.

16. Answering paragraph 16 of the Complaint, LFS admits the allegations in paragraph 16 of the Complaint.

17. Answering paragraph 17 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 17 of the Complaint insofar as the allegations are directed to another named party. LFS

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denies specifically and generally each of the allegations in paragraph 17 as applied to answering Defendant, LFS.

18. Answering paragraph 18 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 18 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 18 as applied to answering Defendant, LFS.

19. Answering paragraph 19 of the Complaint, LFS admits the allegations in paragraph 19 of the Complaint.

COUNT 1

BREACH OF CONTRACT

(By Plaintiffs Against Defendants)

20. Answering paragraph 20 of the Complaint, LFS refers to and incorporates by reference its responses Paragraphs 1 through 19 as though set forth fully herein.

21. Answering paragraph 21 of the Complaint, LFS denies specifically and generally each of the allegations in paragraph 21.

22. Answering paragraph 22 of the Complaint, LFS denies specifically and generally each of the allegations in paragraph 22.

23. Answering paragraph 23 of the Complaint, LFS denies specifically and generally each of the allegations in paragraph 23.

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2 24. Answering paragraph 24 of the Complaint, LFS denies specifically and
3 generally each of the allegations in paragraph 24.
4

5 **COUNT II**

6 **UNJUST ENRICHMENT**

7
8 (By Plaintiff RIL Against Defendants)

9 25. Answering paragraph 25 of the Complaint, LFS refers to and hereby
10 incorporates its responses to Paragraphs 1 through 24 herein, as though set forth in
11 full herein.
12

13 26. Answering paragraph 26 of the Complaint, LFS denies specifically and
14 generally each of the allegations in paragraph 26.
15

16 27. Answering paragraph 27 of the Complaint, LFS admits in part it has not
17 remitted payment of the non-refundable deposit to Plaintiff Royalton Investment
18 Limited (hereinafter, "RIL") but denies specifically and generally the remaining
19 allegations in paragraph 27.
20

21 28. Answering paragraph 28 of the Complaint, LFS denies specifically and
22 generally each of the allegations in paragraph 28.
23

24 **COUNT III**

25 **CONVERSION**

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27 (By Plaintiff RIL Against Defendants)
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29. Answering paragraph 29 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 28 herein, as though set forth in full herein.

30. Answering paragraph 30 of the Complaint, LFS denies specifically and generally each of the allegations in paragraph 30.

31. Answering paragraph 31 of the Complaint, LFS denies specifically and generally each of the allegations in paragraph 31.

COUNT IV

CIVIL CONSPIRACY

(By Plaintiffs Against Defendants)

32. Answering paragraph 32 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 31 herein, as though set forth in full herein.

33. Answering paragraph 33 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 33 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 33 as applied to answering Defendant, LFS.

34. Answering paragraph 34 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 34 of the

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Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 34 as applied to answering Defendant, LFS.

COUNT V

FRAUDULENT MISREPRESENTATION

(By Plaintiffs Against Defendants)

35. Answering paragraph 35 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 34 herein, as though set forth in full herein.

36. Answering paragraph 36 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 36 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 36 as applied to answering Defendant, LFS.

37. Answering paragraph 37 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 37 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 37 as applied to answering Defendant, LFS.

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38. Answering paragraph 38 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 38 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 38 as applied to answering Defendant, LFS.

39. Answering paragraph 39 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 39 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 39 as applied to answering Defendant, LFS.

40. Answering paragraph 40 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 40 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 40 as applied to answering Defendant, LFS.

41. Answering paragraph 41 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 41 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 41 as applied to answering Defendant, LFS.

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COUNT VI

FRAUD BY INDUCEMENT

(By Plaintiffs Against Defendants)

42. Answering paragraph 42 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 41 herein, as though set forth in full herein.

43. Answering paragraph 43 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 43 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 43 as applied to answering Defendant, LFS.

44. Answering paragraph 44 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 44 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 44 as applied to answering Defendant, LFS.

45. Answering paragraph 45 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 45 of the Complaint insofar as the allegations are directed to another named party. LFS

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denies specifically and generally each of the allegations in paragraph 45 as applied to answering Defendant, LFS.

46. Answering paragraph 46 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 46 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 46 as applied to answering Defendant, LFS.

47. Answering paragraph 47 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 47 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 47 as applied to answering Defendant, LFS.

COUNT VII
FRAUDULENT CONCEALMENT

(By Plaintiffs Against Defendants)

48. Answering paragraph 48 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 47 herein, as though set forth in full herein.

49. Answering paragraph 49 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 49 of the

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Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 49 as applied to answering Defendant, LFS.

50. Answering paragraph 50 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 50 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 50 as applied to answering Defendant, LFS.

51. Answering paragraph 51 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 51 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 51 as applied to answering Defendant, LFS.

52. Answering paragraph 52 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 52 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 52 as applied to answering Defendant, LFS.

53. Answering paragraph 53 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 53 of the

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Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 53 as applied to answering Defendant, LFS.

54. Answering paragraph 54 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 54 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 54 as applied to answering Defendant, LFS.

55. Answering paragraph 55 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 55 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 55 as applied to answering Defendant, LFS.

PUNITIVE AND EXEMPLARY DAMAGES FOR COUNTS V, VI, AND VII

(By Plaintiffs Against Defendants)

57. Answering paragraph 57 of the Complaint, LFS refers to and hereby incorporates its responses to Paragraphs 1 through 55 herein, as though set forth in full herein.

58. Answering paragraph 58 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 58 of the

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Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 58 as applied to answering Defendant, LFS.

59. Answering paragraph 59 of the Complaint, LFS does not have sufficient information at this time to either admit or deny the allegations of paragraph 59 of the Complaint insofar as the allegations are directed to another named party. LFS denies specifically and generally each of the allegations in paragraph 59 as applied to answering Defendant, LFS.

AFFIRMATIVE DEFENSES

LFS alleges the following affirmative defenses as to all causes of action and requests for relief:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim for Relief)

As a first separate and distinct affirmative defense, LFS alleges the Complaint fails to allege facts sufficient to constitute a valid claim or cause of action upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Fraud)

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2 As a second separate and affirmative defense, LFS alleges that Plaintiffs are
3 barred from any relief, based on fraud by Plaintiffs and/or their agents in supplying
4 false and fraudulent financial documents to LFS and others.
5

6 **THIRD AFFIRMATIVE DEFENSE**

7
8 **(Breach of Contract)**

9 As a third separate and affirmative defense, LFS alleges that Plaintiffs are
10 barred from recovery because of their breaches of contract, and by their breaches of
11 the covenants and conditions of the Conditional Commitment Letter, including the
12 covenant of good faith and fair dealing, thereby extinguishing and terminating the
13 duties allegedly owed by LFS, and/or reducing or abating the amount of damages to
14 which Plaintiffs are entitled, if any.
15
16

17 **FOURTH AFFIRMATIVE DEFENSE**

18
19 **(Unclean Hands)**

20 As a fourth separate and affirmative defense, LFS alleges that Plaintiffs'
21 claims are barred or substantially abated by the doctrine of unclean hands, as
22 Plaintiffs knowingly provided false and fraudulent financial documents to LFS when
23 applying for the yacht loan, which prevented approval of the loan to Plaintiff RIL.
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FIFTH AFFIRMATIVE DEFENSE

(No Punitive Damages)

As a fifth separate and affirmative defense, LFS alleges all or some of Plaintiff's causes of action fail to state facts sufficient to constitute a claim for punitive damages.

SIXTH AFFIRMATIVE DEFENSE

(Comparative Fault)

As a sixth separate and affirmative defense, LFS alleges that if Plaintiffs sustained any damage, loss or injury by reason of any conduct or statements attributable to LFS, that damage, loss or injury is barred and reduced by Plaintiffs' own negligence, acts or omissions contributing to and proximately causing such damage and must be reduced and limited by that percentage of fault.

SEVENTH AFFIRMATIVE DEFENSE

(Set-Off)

As a seventh separate and affirmative defense, LFS alleges it is entitled to a set-off of any benefits Plaintiffs receive or have received from any other source for injuries or damages alleged, against any award of damages to Plaintiffs in this action.

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EIGHTH AFFIRMATIVE DEFENSE

(Attorneys’ Fees and Costs)

As an eighth separate and affirmative defense, LFS alleges Plaintiffs’ Complaint fails to state a claim for attorneys’ fees and/or costs.

NINTH AFFIRMATIVE DEFENSE

(Additional Defenses)

As a ninth separate and affirmative defense, LFS alleges it has not knowingly or intentionally waived any applicable affirmative defenses and reserves the right to assert and rely on such other applicable affirmative defenses as may come available or apparent during discovery proceedings and further reserve the right to amend this answer to add defenses accordingly and to delete defenses if determined as not applicable during the course of discovery and other proceedings in this case.

PRAYER FOR RELIEF

WHEREFORE, LFS prays that this Court enter judgment in its favor as follows:

1. That this action be dismissed in its entirety, with prejudice, as to LFS.
2. That judgment be entered in favor of LFS and against Plaintiffs.
3. That costs and attorneys’ fees be awarded to LFS.
4. For such other further relief as this Court may deem just and proper.

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II. CROSSCLAIMS

Defendant and Cross-Claimant, Luxury Financial Solutions, LLC (hereinafter, “LFS”), by and through its counsel of record, Joseph Shemaria, files these Crossclaims against Co-defendant and Cross-Defendant, Robert Carp (hereinafter “Carp”) and avers as follows:

THE PARTIES

1. Cross-Claimant, LFS, is a Delaware limited liability company with its principal place of business in Helena, Montana.
2. Upon information and belief, Cross-Defendant, Robert Carp, is an individual domiciled in Brookline, Massachusetts.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. Section 1332(a), which confers supplemental jurisdiction to this Court over all “other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.”
4. Venue is proper in this district pursuant to 28 U.S.C. 1391(b)(2).

FACTS RELEVANT TO CROSS-CLAIM

5. The sole owner of LFS, Richard Provost, first learned of the filing of the instant litigation from his attorney at that time (and co-defendant to the action), Carp.

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6. On or around November 20, 2017, Carp emailed LFS that “We need to answer the complaint, or we default. End of story.”

7. Carp also stated that he was not fronting the money for the defense and told Mr. Provost to wire him over fifty-thousand dollars (\$50,000) for legal representation of LFS in the instant matter.

8. Ultimately, LFS wired Carp over fifty-thousand dollars (\$50,000) as instructed. (A true and correct of the record of payment is attached hereto as Exhibit “A.”)

9. Later, on November 28, 2017, Carp apparently corresponded with Plaintiffs’ counsel, advising he would be filing a responsive pleading on behalf of LFS.

10. Yet, even after receiving over fifty-thousand dollars (\$50,000), Carp failed to protect LFS’s interests by filing a responsive pleading in a timely manner.

11. Moreover, a default was entered against LFS on December 7, 2017 [Dkt. 14], unbeknownst to LFS, who had every reason to believe Carp was defending LFS in this action.

12. Then, on March 21, 2018, Carp, acting as LFS’ attorney filed a “Motion to Remove Default” and an Answer, which purported to cover LFS as well as Carp, but ignoring federal rules and law and relying only upon California state law, this motion was denied on April 17, 2018, unbeknownst to LFS. [Dkt. 36.]

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13. LFS consulted with another lawyer, who advised that the motion Carp had filed was rejected.

14. During this time, LFS was unable to reach Carp, and reasonably believed Carp had abandoned LFS as a client, despite the fact LFS paid Carp over fifty thousand dollars (\$50,000) for representation herein.

15. In the beginning of October of 2018, LFS had to retain new counsel as a direct result of Carp's complete failure to defend LFS in this action to remove the default against LFS.

FIRST CLAIM FOR RELIEF

BREACH OF FIDUCIARY DUTY

(By Cross-Claimant Against Cross-Defendant)

16. LFS repeats and incorporates by reference the allegations set forth in Paragraphs 1-15 as if fully set forth herein.

17. LFS hired Carp as its attorney to file a responsive pleading in the instant matter, so that Carp held a fiduciary duty to LFS.

18. Carp did not file a responsive pleading on time, leading to a default entered against LFS. Carp later failed to get the default set aside, and hired his own counsel, without advising LFS, to remove the default as to Carp only, breaching his fiduciary duty to LFS.

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19. LFS sustained damage caused by the breach because LFS essentially lost over fifty thousand dollars (\$50,000), had a default entered against it and was forced to hire and pay another lawyer to remove the default and file a responsive pleading.

20. The wrongful acts of Carp were done maliciously, oppressively and with the intent to mislead and defraud LFS. LFS is entitled to punitive and exemplary damages in an amount appropriate to punish and set an example.

SECOND CLAIM FOR RELIEF

FRAUD

(By Cross-Claimant Against Cross-Defendant)

21. LFS repeats and incorporates by reference the allegations set forth in Paragraphs 1-20 as if fully set forth herein.

22. Carp made a false representation, concealment or nondisclosure when he advised LFS he would represent it if LFS paid him over fifty-thousand dollars (\$50,000).

23. At the time of Carp’s misrepresentation, he knew his representation was false, as he did not plan on filing a responsive pleading on LFS’s behalf, as evidenced by his failure to do so.

24. Carp took LFS’s legal fee of over fifty-thousand dollars (\$50,000) with the intent to defraud LFS by not providing any sort of meaningful legal representation thereto.

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25. LFS justifiably relied on Carp’s assertion he would file a responsive pleading and/or otherwise defend LFS in the lawsuit after LFS paid Carp over fifty-thousand dollars (\$50,000) for representation.

26. LFS sustained damage caused by the breach because LFS essentially lost over fifty thousand dollars (\$50,000), had a default entered against it and was forced to hire and pay another lawyer to remove the default and file a responsive pleading.

27. The wrongful acts of Carp were done maliciously, oppressively and with the intent to mislead and defraud LFS. LFS is entitled to punitive and exemplary damages in an amount appropriate to punish and set an example.

THIRD CLAIM FOR RELIEF

CONSTRUCTIVE FRAUD

(By Cross-Claimant Against Cross-Defendant)

28. LFS repeats and incorporates by reference the allegations set forth in Paragraphs 1-27 as if fully set forth herein.

29. As LFS’s retained attorney, Carp and LFS maintained a fiduciary relationship.

30. By failing to file a responsive pleading or adequately attempt to remove the default entered against LFS, Carp breached his duty to LFS.

31. As Carp was LFS’s attorney, LFS reasonably relied upon Carp to file a responsive pleading on LFS’s behalf and to remove the default entered against LFS.

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2 32. LFS sustained damage caused by the breach because LFS essentially lost
3
4 over fifty thousand dollars (\$50,000), had a default entered against it and was forced
5 to hire and pay another lawyer to remove the default and file a responsive pleading.

6
7 33. The wrongful acts of Carp were done maliciously, oppressively and with
8 the intent to mislead and defraud LFS. LFS is entitled to punitive and exemplary
9 damages in an amount appropriate to punish and set an example.

10
11 **FOURTH CLAIM FOR RELIEF**

12 **BREACH OF CONTRACT**

13 **(By Cross-Claimant Against Cross-Defendant)**

14
15 34. LFS repeats and incorporates by reference the allegations set forth in
16 Paragraphs 1-33 as if fully set forth herein.

17
18 35. LFS and Carp entered into a contract for Carp to represent LFS in the
19 litigation brought by Assaf and RIL.

20
21 36. LFS performed its part of the contract when it paid Carp over fifty-
22 thousand dollars (\$50,000) in legal fees as directed by Carp.

23
24 37. Carp breached this contract when he failed to file a responsive pleading,
25 LFS had default entered against it, and Carp failing to remove the default himself,
26 hired another lawyer to only represent his, and not LFS's interests, and successfully
27 remove the default only as to Carp.
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38. As a result of Carp’s breach of the contract, LFS essentially lost over fifty thousand dollars (\$50,000), had a default entered against it and was forced to hire and pay another lawyer to remove the default and file a responsive pleading.

39. The wrongful acts of Carp were done maliciously, oppressively and with the intent to mislead and defraud LFS. LFS is entitled to punitive and exemplary damages in an amount appropriate to punish and set an example.

PRAYER FOR RELIEF

WHEREFORE, Cross-claimant, LFS, hereby prays for judgment against Cross-Defendant, as follows:

- (a) For compensatory, special and general damages according to proof plus interest;
- (b) For pre-judgment interest at the highest lawful legal rate, from November 21, 2018 to present, accruing monthly until collected;
- (c) For post-judgment interest at the highest lawful legal rate, from the date of the judgment until collected;
- (d) For attorney’s fees and costs;
- (e) For punitive damages for Cross-Defendant’s intentionally fraudulent conduct; and
- (f) For such other relief that this Court may deem just and proper.

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DATED: January 22, 2019

Respectfully Submitted,

By: /s/ Joseph Shemaria
Joseph Shemaria
Attorney for Defendant
LUXURY FINANCIAL SOLUTIONS, LLC.

DEMAND FOR JURY TRIAL

Defendant and Cross-Complainant, LFS, hereby requests a jury trial in this matter.

DATED: January 22, 2019

Respectfully Submitted,

By: /s/ Joseph Shemaria
Joseph Shemaria
Attorney for Defendant
LUXURY FINANCIAL SOLUTIONS, LLC.