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9 PREMIUM PROPERTY MANAGEMENT AND  
DEVELOPMENT, INC., HASTE PARTNERS, LLC,  
10 SAM SOROKIN, CRAIG BECKERMAN and MARIA  
DIBLASI

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ALAMEDA

13 FINN WALSH, JACK RONAN, KATHERINE  
14 WALSH, and TIMOTHY WALSH, on behalf  
of themselves and all others similarly situated,

15 Plaintiffs,

16 v.

17 PREMIUM PROPERTY MANAGEMENT &  
18 DEVELOPMENT, INC. dba PREMIUM  
PROPERTIES, a California Corporation;  
19 HASTE PARTNERS, LLC, a California  
limited liability company; SAM SOROKIN, an  
20 individual; CRAIG BECKERMAN, an  
individual, MARIA DIBLASI, an individual,  
and DOES 1-1000,

21 Defendants.  
22

Case No. RG20072409

UNLIMITED JURISDICTION

**ANSWER TO PLAINTIFFS' FIFTH  
AMENDED COMPLAINT AND  
DEMAND FOR JURY TRIAL BY  
PREMIUM PROPERTY MANAGEMENT  
AND DEVELOPMENT, INC., HASTE  
PARTNERS, LLC, SAM SOROKIN,  
CRAIG BECKERMAN AND MARIA  
DIBLASI**

Action Filed: August 26, 2020

1 Defendants Premium Property Management and Development, Inc. (“Premium”), Haste  
2 Partners, LLC (“Haste”), Sam Sorokin, Craig Beckerman, and Maria DiBlasi (collectively, the  
3 “Defendants”) hereby answer the Fifth Amended Class Action Complaint (“5AC”) of Plaintiffs’ as  
4 follows:

5 **GENERAL DENIAL**

6 Pursuant to subsection (d) of Code of Civil Procedure Section 431.30, Defendants generally  
7 deny each and every, all and several of the allegations contained in the Complaint and further deny  
8 that Plaintiffs and/or any of the putative class members have suffered any damage in the manner  
9 alleged or in any amount as a result of the alleged act or admission of Defendants.

10 **AFFIRMATIVE DEFENSES**

11 In further answer to the Complaint, Defendants assert the following affirmative defenses.  
12 In asserting these defenses, Defendants do not assume the burden of proof as to matters that, as a  
13 matter of law, are Plaintiffs’ burden to prove.

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to State Cause of Action)**

16 1. The Complaint and each of the purported causes of action set forth therein fail to  
17 state facts sufficient to constitute a cause of action against Defendants upon which relief may be  
18 granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(Statute of Limitations)**

21 2. The Complaint and each of the purported causes of action set forth therein are  
22 barred, in whole or in part, by the applicable statutes of limitation, including, but not limited to,  
23 Code of Civil Procedure sections 337, 337.2, 338, 338(a), 338(2), 339(1), 340(a), 343, and Business  
24 and Professions Code section 17208.

25 **THIRD AFFIRMATIVE DEFENSE**

26 **(Laches)**

27 3. The Complaint and each of the purported causes of action set forth therein are  
28 barred, in whole or in part, by the doctrine of laches as Plaintiffs and/or each putative class member

1 has unreasonably and inexcusably delayed filing suit, and this delay has caused prejudice to  
2 Defendants.

3 **FOURTH AFFIRMATIVE DEFENSE**

4 **(Estoppel)**

5 4. The Complaint and each of the purported causes of action set forth therein are  
6 barred, in whole or in part, under the doctrine of estoppel because of Plaintiffs' and/or each putative  
7 class member's acts, omissions, representations and/or course of conduct upon which Defendants  
8 relied to their detriment.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 **(Waiver)**

11 5. The Complaint and each of the purported causes of action set forth therein are  
12 barred, in whole or in part, because Plaintiffs and/or each putative class member have expressly  
13 and impliedly waived all claims by reason of their own acts, omissions, representations and/or  
14 course of conduct and/or those of their agents.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 **(Consent)**

17 6. The Complaint and each of the purported causes of action set forth therein are  
18 barred, in whole or in part, because Plaintiffs, and/or each putative class member and/or their agents  
19 at all times gave their consent, express or implied, to Defendants' act, omission, representation and  
20 course of conduct.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Offset)**

23 7. Defendants is entitled to a credit or offset for any amounts overpaid to Plaintiffs  
24 and/or each putative class member.

25 **EIGHTH AFFIRMATIVE DEFENSE**

26 **(Declaratory Relief Improper)**

27 8. Plaintiffs' claim for declaratory relief is barred because there is no actual  
28 controversy between defendants and plaintiffs and /or each putative class member and a declaration

1 or determination is not necessary or proper at the time under all the circumstances, the availability  
2 of another form of adequate relief exists and justifies denial of declaratory relief, and/or because  
3 they cannot establish each of the elements necessary to obtain declaratory relief.

4 **NINTH AFFIRMATIVE DEFENSE**

5 **(No Class Action or Representative Action)**

6 9. The Complaint and each of the purported causes of action set forth therein are  
7 barred, in whole or in part, on the ground that Plaintiffs have failed to allege and cannot prove the  
8 facts and prerequisites necessary to the maintenance of a class action, including but not limited to  
9 numerosity, commonality, superiority of class-based resolution, typicality, and adequacy of class  
10 representatives and class counsel.

11 **TENTH AFFIRMATIVE DEFENSE**

12 **(Not Suitable For Class Certification)**

13 10. The Complaint and each of the purported causes of action set forth therein are  
14 barred, in whole or in part, on the ground that Plaintiffs and/or Plaintiffs' counsel are inadequate  
15 representatives of any alleged class of persons they purport to represent.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 **(Good Faith)**

18 11. Defendants allege that Plaintiffs and the putative class members were treated fairly,  
19 and that Defendants acted at all times in good faith and for lawful business reasons.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 **(Failure to Mitigate)**

22 12. Defendants allege that the Complaint and each and every cause of action therein are  
23 barred because Plaintiffs and each putative class member failed to use reasonable care and diligence  
24 to mitigate damages.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Class Conflicts)**

13. Defendants allege that class certification would be inappropriate due to conflicts of interests between Plaintiffs and /or the putative class members, or between and among the purported class or subclass members.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Standing)**

14. Plaintiffs lack standing as representatives of the proposed class and do not and cannot adequately represent the putative class members as to some or all claims.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Waiver or Release)**

15. The complaint and each cause of action therein, is barred on the grounds that Plaintiffs and/or the putative class members have expressly and /or impliedly waived the right to assert such causes of action by virtue of their written expressions or conducts and/or that they have released Defendants from the asserted claims.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Speculative Damages and/or Penalties)**

16. Plaintiffs and/or the putative class members are precluded from recovery because the alleged damages are too vague, ambiguous, excessive, unreasonable, uncertain and/or speculative to permit recovery.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Business Necessity)**

17. The complaint and each cause of action therein is barred on the ground that Defendants' actions were the result of business necessity.

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**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Comparative Negligence)**

18. Plaintiffs and/or the putative class members were at fault in how they conducted their affairs with respect to the allegations in their complaint, and this fault contributed to the damages alleged, if any.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Breach by Plaintiffs)**

19. Defendants' alleged breach of contract, if any, is excused by the prior breach by Plaintiffs and/or the putative class members.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(Substantial Compliance)**

20. Defendants substantially complied with the terms of any alleged contracts.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Condition Precedent)**

21. Defendants' performance under any alleged contracts was excused by the failure of a condition precedent.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(Failure of Good Faith and Fair Dealing)**

22. Defendants are informed and believe and thereon allege that Plaintiffs have failed to satisfy their duty of good faith and fair dealing.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Punitive Damages)**

23. Plaintiffs' causes of action fail to state facts sufficient to constitute a claim for punitive damages pursuant to California Civil Code § 3294.

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**RESERVATION OF ADDITIONAL AFFIRMATIVE DEFENSES**

Defendants do not presently know all facts concerning the conduct of Plaintiffs and their claims sufficient to state all affirmative defenses which may be applicable at this time. Defendants reserves the right to seek leave of this Court to amend this Answer should they later discover facts demonstrating the existence of additional affirmative defenses.

WHEREFORE, Defendants prays for judgment as follows:

1. For the Complaint to be dismissed in its entirety with prejudice;
2. For judgment to be entered in favor of Defendants against Plaintiffs;
3. For costs and attorneys' fees incurred herein, if applicable;
4. For such other and further relief as the Court may deem proper.

**DEMAND FOR JURY TRIAL**

Defendants PREMIUM PROPERTY MANAGEMENT AND DEVELOPMENT, INC., HASTE PARTNERS, LLC, SAM SOROKIN, CRAIG BECKERMAN and MARIA DIBLASI demand a jury trial on all issues triable by right of jury.

Dated: August 12, 2022

DONAHUE FITZGERALD LLP

By: 

John C. Kirke  
Attorneys for Defendants  
PREMIUM PROPERTY MANAGEMENT AND DEVELOPMENT, INC., HASTE PARTNERS, LLC, SAM SOROKIN, CRAIG BECKERMAN and MARIA DIBLASI

1 **PROOF OF SERVICE**

2 I declare that I am employed in the County of Alameda, State of California. I am over the  
3 age of eighteen years at the time of service and not a party to the within cause. My employment  
4 address is 1999 Harrison Street, 26th Floor, Oakland, CA 94612.

5 On August 12, 2022, I served copies of the attached document(s) entitled:

6 **ANSWER TO PLAINTIFFS' FIFTH AMENDED COMPLAINT AND DEMAND FOR  
7 JURY TRIAL BY PREMIUM PROPERTY MANAGEMENT AND DEVELOPMENT,  
8 INC., HASTE PARTNERS, LLC, SAM SOROKIN, CRAIG BECKERMAN AND  
9 MARIA DIBLASI**

10 on the interested parties in this action as follows:

11 Lilach Halperin, Esq.  
12 Law Offices of Ronald A. Marron, APLC  
13 651 Arroyo Drive  
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*Attorneys for Plaintiffs and the Proposed Class*

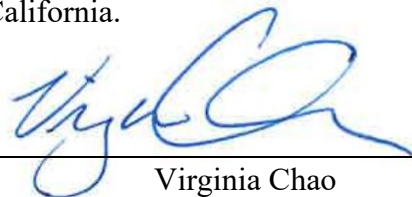
19 James M. V. Fitzpatrick, Esq.  
20 Law Offices of James M. V. Fitzpatrick  
21 501 W Broadway, Suite 800  
22 San Diego, CA 92101  
23 jim@jmvf.com

*Attorneys for Plaintiffs and the Proposed Class*

24  **E-MAIL OR ELECTRONIC TRANSMISSION.** Based on a Court Order or an  
25 agreement of the parties to accept service by e-mail or electronic transmission, I  
26 caused the document(s) to be sent to the persons at the e-mail addresses listed above.  
27 I did not receive, within a reasonable time after the transmission, any electronic  
28 message or other indication that the transmission was unsuccessful.

**STATE.** I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

Executed on August 12, 2022, at Oakland, California.



Virginia Chao

Name of Case: *Walsh v. Premium Property, et al.*

Name of Court and Case Number: *Alameda County Superior Court, Case No. RG20072409*