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9 JOHNSON, D. FLEET WALLACE; GARY  
10 WESCOMBE; and W. BRAND INLOW

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ROHINTON T. ARESH, a.k.a. ROY ARESH  
beneficiary of GREIT LIQUIDATING  
TRUST, a Maryland trust on behalf of himself  
and all others similarly situated,

Plaintiffs,

vs.

GARY H. HUNT, an individual; W. BRAND  
INLOW, an individual; EDWARD A.  
JOHNSON, an individual; D. FLEET  
WALLACE, an individual; GARY  
WESCOMBE, an individual; ETIENNE  
LOCOH, an individual; TODD A. MIKLES,  
an individual; DAYMARK PROPERTIES  
REALTY, INC., a California corporation;  
NNN REALTY INVESTORS, LLC a Virginia  
limited liability company; SOVEREIGN  
CAPITAL MANAGEMENT GROUP, INC., a  
California corporation; SOVEREIGN  
STRATEGIC MORTGAGE FUND, LLC a  
California limited liability company;  
NORTHWOOD INVESTORS, LLC, a  
Deleware limited liability company; GCL,  
LLC, a Delaware limited liability company;  
GCL MANAGER, LLC, a Delaware limited  
liability company; and Does 2-10 and 13-50,

Defendants.

CASE NO. 30-2018-00982195

Assigned to: Hon. Randall J. Sherman,  
Dept. CX-105

**ANSWER TO FIFTH AMENDED  
COMPLAINT OF DEFENDANTS GARY  
H. HUNT, EDWARD A. JOHNSON, D.  
FLEET WALLACE, GARY WESCOMBE,  
and W. BRAND INLOW**

Action Filed: March 23, 2018  
Trial Date: None Set

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TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

Defendants GARY H. HUNT, EDWARD A. JOHNSON, D. FLEET WALLACE, GARY WESCOMBE, and W. BRAND INLOW (“Defendants”) herewith answer the Fifth Amended Complaint (“Complaint”) of Plaintiff on file herein as to themselves only as follows:

**GENERAL DENIAL**

A. Pursuant to the provisions of Code of Civil Procedure, Section 431.30(d), these answering Defendants deny both generally and specifically each, every, and all of the allegations contained in said complaint, and the whole thereof, including each and every purported cause of action that it contains, and deny that the plaintiff sustained or will sustain any damages in the sums alleged, or in any other sum, or at all.

B. Further answering said complaint, and the whole thereof, these answering defendants deny that the plaintiff sustained any injuries, damages, or losses, if any, by reason of any acts, omissions, or representations on the part of these answering defendants.

**FIRST AFFIRMATIVE DEFENSE**  
**(Failure to State Cause of Action)**

1. The Complaint, and each purported cause of action contained therein, fails to state facts sufficient to constitute a cause of action against these answering defendants.

**SECOND AFFIRMATIVE DEFENSE**  
**(Statute of Limitations)**

2. These answering defendants are informed and believe and thereon allege that the Complaint, and each purported cause of action contained therein, is barred by the applicable statutes of limitation, including, but not limited to, *Code of Civil Procedure* Sections 338, 339, and 343, as well as *Md. Code Cts. & Jud. Proc.* § 5-101 and any other applicable limitations under both California and Maryland law.

**THIRD AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

3. These answering defendants are informed and believe and thereon allege that the



1 complaint, and each purported cause of action contained therein, is barred in its entirety by reason  
2 of plaintiff's unclean hands and misrepresentations.

3 **FOURTH AFFIRMATIVE DEFENSE**

4 **(Laches)**

5 4. These answering defendants are informed and believe and thereon allege that the  
6 Complaint, and each purported cause of action contained therein, is barred by the equitable  
7 doctrine of laches.

8 **FIFTH AFFIRMATIVE DEFENSE**

9 **(No Liability)**

10 5. These answering defendants allege that they committed no wrongful acts as to  
11 plaintiff and, therefore, are not responsible for the damages to plaintiff; if any there be.

12 **SIXTH AFFIRMATIVE DEFENSE**

13 **(Waiver)**

14 6. These answering defendants are informed and believe and thereon allege that by  
15 virtue of the knowledge, statements and conduct of plaintiff, his agents, employees and  
16 representatives, plaintiff has waived any right to bring this action.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 **(Estoppel)**

19 7. These answering defendants are informed and believe and thereon allege that  
20 plaintiff, by virtue of his acts, omissions, conduct, statements and/or representations is estopped  
21 from bringing this action.

22 **EIGHTH AFFIRMATIVE DEFENSE**

23 **(No Loss)**

24 8. These answering defendants are informed and believe and thereon allege that  
25 plaintiff has sustained no loss or damages as a result of the conduct of these answering defendants.

26 **NINTH AFFIRMATIVE DEFENSE**

27 **(Speculative And Uncertain Damages)**

28 9. These answering defendants are informed and believe and thereon allege that

1 plaintiff's losses, if any, are speculative and/or uncertain, and therefore, not compensable.

2 **TENTH AFFIRMATIVE DEFENSE**

3 **(Failure to Mitigate)**

4 10. These answering defendants are informed and believe and thereon allege that the  
5 Complaint and each purported cause of action contained therein is barred because plaintiff failed  
6 to mitigate his damages, if any there be.

7 **ELEVENTH AFFIRMATIVE DEFENSE**

8 **(Comparative Negligence)**

9 11. These answering defendants are informed and believe and thereon allege that any  
10 injury or damage allegedly suffered by plaintiff was caused or contributed to by the negligence,  
11 fault, breach of contract, and/or other wrongful or tortious conduct of persons or entities other than  
12 these answering defendants, including, without limitation, plaintiff, and said acts or omissions  
13 comparatively reduce the percentage of negligence, fault and/or liability, if any, of these  
14 answering defendants.

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 **(No Proximate Cause)**

17 12. These answering defendants are informed and believe and thereon allege that the  
18 damages or injuries allegedly suffered by plaintiff were not proximately caused by any purported  
19 acts or omissions of these answering defendants, thereby eliminating or reducing any alleged  
20 liability.

21 **THIRTEENTH AFFIRMATIVE DEFENSE**

22 **(Contribution)**

23 13. These answering defendants are informed and believe and thereon allege that the  
24 injuries or damages allegedly suffered by plaintiff were caused and contributed to, in whole or in  
25 part, by the negligence or fault of plaintiff, or others, and said acts or omissions entitle these  
26 answering defendants to contribution from said individuals and entities.

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**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Ratification)**

14. Defendants are informed and believe and thereon allege that Plaintiff and/or any agents of Plaintiff, at all times, ratified the acts, purported omissions, representations, and/or other conduct of Defendants as alleged in Plaintiff’s Complaint.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Business Judgment)**

15. Plaintiff’s claims are barred, in whole or in part, because Defendants’ actions were a just and proper exercise of discretion and business judgment, which were undertaken for a fair and honest reason and made in good faith under the circumstances then existing.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Consent)**

16. Defendants are informed and believe and thereon allege that Plaintiff, at all relevant times, gave Plaintiff’s consent, express or implied, to the alleged acts, omissions and conduct of Defendants.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

17. This answering defendant is informed and believes and thereon alleges that plaintiff lacks standing to sue this defendant with respect to the property described in the complaint.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Unascertained Defenses)**

18. These answering defendants may be entitled to certain defenses of which they are not yet aware. These answering defendants reserve the right to plead those defenses at a later time.

WHEREFORE, these answering defendants pray for judgment as follows:

- 1. That plaintiff be granted no relief in this matter;
- 2. That these answering defendants be awarded reasonable attorney’s fees and legal

1 costs, according to proof; and

2 3. That the Court grant such other and further relief as the Court may deem just and  
3 proper.

4 DATED: June 30, 2022

JOSEPH C. CAMPO  
LEWIS BRISBOIS BISGAARD & SMITH LLP

6 By: JOSEPH CAMPO  
7 JOSEPH C. CAMPO  
8 Attorneys for Defendants, EDWARD A.  
9 JOHNSON, D. FLEET WALLACE; GARY  
10 WESCOMBE; and W. BRAND INLOW

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1 **CALIFORNIA STATE COURT PROOF OF SERVICE**

2 Richard Carlson v. Gary Hunt, etal.  
3 30-2018-00982195

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

5 At the time of service, I was over 18 years of age and not a party to this action. My  
6 business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

7 On June 30, 2022, I served true copies of the following document(s): DEFENDANTS'  
8 ANSWER TO FOURTH AMENDED COMPLAINT

9 I served the documents on the following persons at the following addresses (including fax  
10 numbers and e-mail addresses, if applicable):

11 **SEE ATTACHED SERVICE LIST**

12 The documents were served by the following means:

13  (BY E-MAIL OR ELECTRONIC TRANSMISSION) I caused the documents to be sent  
14 from e-mail address joe.campo@lewisbrisbois.com to the persons at the e-mail addresses  
15 listed above. I did not receive, within a reasonable time after the transmission, any  
16 electronic message or other indication that the transmission was unsuccessful.

17 I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

19 Executed on June 30, 2022, at Los Angeles, California.

20 *Debbi Humphrey*  
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22 Debbi Humphrey  
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**SERVICE LIST**  
**Richard Carlson v. Gary Hunt, etal.**  
**30-2018-00982195**

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