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12  
13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

15 CHLOE VILLANO,  
16 Plaintiff,  
17 v.  
18 SHASHAMANE GROUP LLC et al.,  
19 Defendants.

Case No. 2:23-cv-04320-ODW-SK

**DEFENDANTS’ ANSWER TO  
PLAINTIFF’S COMPLAINT**

Action Filed: June 2, 2023  
Trial Date: March 25, 2025

1 Defendants Shashamane Group LLC (“Shashamane”) and Rohan Anthony Marley  
2 (“Mr. Marley”) (together, “Defendants”) hereby answer the complaint filed by plaintiff  
3 Chloe Villano (“Plaintiff”) in the civil action on June 2, 2023 (the “Complaint”).

4 **GENERAL DENIAL**

5 Pursuant Federal Rule of Civil Procedure 8(b)(3), Defendants generally deny  
6 denies each and every material allegation and each and every cause of action alleged in in  
7 the Complaint, except as expressly admitted below. Without limiting the foregoing,  
8 Defendants deny: (a) that Defendants are liable, either jointly or individually, to Plaintiff  
9 or to any other person on whose behalf relief is sought, (b) that Plaintiff is entitled to any  
10 relief whatsoever, and (c) that Plaintiff has sustained, or will sustain, any damages,  
11 losses, or injuries of any kind or in any amount whatsoever by reason of any fault, act,  
12 omission, or other conduct on the part of Defendants, or any of them.

13 **RESPONSE TO “SUMMARY OF ACTION AND GENERAL ACTIONS”**

14 1. Answering Paragraph 1 of the Complaint, Defendants admit only that Mr.  
15 Marley is the son of Bob Marley. Defendants deny all other allegations made by Plaintiff  
16 in Paragraph 1 of the Complaint.

17 2. Answering Paragraph 2 of the Complaint, Defendants admit only that Mr.  
18 Marley began working to create a cannabis-centered lifestyle company using the “Lion  
19 Order” brand in or around 2019 (not 2020, as alleged in the Complaint). Defendants deny  
20 all other allegations made by Plaintiff in Paragraph 2 of the Complaint, except that  
21 Defendants admit that Mr. Marley’s sons are members of Shashamane.

22 3. Answering Paragraph 3 of the Complaint, Defendants state that they are  
23 without knowledge or information sufficient to form a belief as to the truth and merits of  
24 Plaintiff’s allegation, and therefore deny all allegations made by Plaintiff in Paragraph 3.

25 4. Answering Paragraph 4 of the Complaint, Defendants admit only that Mr.  
26 Marley first met Plaintiff in person 2019 at the Cannabis Business Awards, and aver that  
27 that Plaintiff first met Mr. Marley via email in advance of the Cannabis Business Awards  
28 when Plaintiff solicited Mr. Marley to be a guest/key note speaker at such event and Mr.

1 agreed to attend the event and speak at same. Defendants deny all other allegations made  
2 by Plaintiff in Paragraph 5 of the Complaint.

3 5. Answering Paragraph 5 of the Complaint, Defendants admit only that  
4 Shashamane eventually approached Plaintiff to ask her to become a member of  
5 Shashamane in early 2021, that Plaintiff eventually agreed to join Shashamane, and that  
6 Plaintiff formally accepted membership in Shashamane in June 2021 with a 10 percent  
7 equity interest in Shashamane that, pursuant to the Shashamane Operating Agreement  
8 would only vest after two years with Shashamane. Defendants deny all other allegations  
9 made by Plaintiff in Paragraph 5 of the Complaint.

10 6. Answering Paragraph 6 of the Complaint, Defendants admit that Plaintiff  
11 accepted a role as Shashamane's Chief Executive Officer in or around June 2021 and  
12 negotiated for, and received, compensation for her services to Shashamane; that Plaintiff  
13 reported her business activities for Shashamane to members of Shashamane via one-on-  
14 one conversations and group briefings; and that the Shashamane Operating Agreement  
15 provided procedures for the removal of officers and termination of membership interests  
16 that applied both to membership in Shashamane and to Plaintiff's role as Chief Executive  
17 Officer; and that Plaintiff did not share in the profits, losses, and liabilities of  
18 Shashamane, except to the extent that profits, losses, and liabilities impacted the potential  
19 value of her equity interest in Shashamane. Further answering Paragraph 6 of the  
20 Complaint, Defendants also admit that Mr. Marley was, and is, Shashamane's President  
21 and Founder; that the Shashamane Operating Agreement provided Mr. Marley with the  
22 final vote prevailing on major business decisions regarding Shashamane at all times  
23 relevant to the Complaint. Defendants deny all other allegations made by Plaintiff in  
24 Paragraph 6 of the Complaint.

25 7. Answering Paragraph 7 of the Complaint, Defendants deny all allegations  
26 set forth in Paragraph 7.

27 8. Answering Paragraph 8 of the Complaint, Defendants admit only that  
28 Shashamane terminated Plaintiff's membership in Shashamane on about March 30, 2022,

1 a few weeks after Plaintiff’s voluntarily resigned and abandoned her position as Chief  
2 Executive Officer. Defendants deny all other allegations set forth in Paragraph 8.

3 9. Answering Paragraph 9 of the Complaint, Defendants admit only that  
4 Shashamane sells cannabis products in Michigan; that Shashamane desires to explore  
5 possibilities of expanding to other markets where cannabis use is legally permitted and/or  
6 adding accessories and apparel to its product line; and that Plaintiff’s membership in  
7 Shashamane was terminated in accordance with the terms of the Shashamane Operating  
8 Agreement well over one year ahead of when Plaintiff’s equity interest in Shashamane  
9 could have vested. Defendants deny all other allegations set forth in Paragraph 9.

10 10. Answering Paragraph 10 of the Complaint, Defendants admit only that  
11 Plaintiff filed a complaint of discrimination with the California Civil Rights Department  
12 (formerly the Department of Fair Employment and Housing) prior to filing this civil  
13 action; that Plaintiff was issued a “right to sue” notice on July 26, 2023 (not on May 22,  
14 2023, as stated in the Complaint), and that Plaintiff has not brought this lawsuit against  
15 Defendants alleging quid pro quo sexual harassment, hostile work environment  
16 harassment, and wrongful termination.

17 **RESPONSE TO “JURISDICTION AND VENUE”**

18 11. Answering Paragraph 11 of the Complaint, Defendants state that this  
19 Paragraph is not full and complete on its own (as it incorporates Paragraphs 12 and 13)  
20 and sets forth statements and conclusions of law that do not constitute a “claim” or  
21 “allegation” against Defendants, such that no response is warranted or required under  
22 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 11 is  
23 deemed to be required, Defendants answer this Paragraph with reference to Paragraphs  
24 12 and 13 and state they presently lack information or knowledge sufficient to  
25 conclusively admit or deny the allegations made by Plaintiff in this Paragraph as  
26 Defendants do not have the information necessary to evaluate the amount in controversy.  
27 Further Defendants deny that the Court has personal jurisdiction over Defendants.

28 12. Answering Paragraph 12 of the Complaint, Defendants state that this

1 Paragraph is not full and complete on its own (as it incorporates Paragraphs 11 and 13)  
2 and sets forth statements and conclusions of law that do not constitute a “claim” or  
3 “allegation” against Defendants, such that no response is warranted or required under  
4 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 12 is  
5 deemed to be required, Defendants answer this Paragraph with reference to Paragraphs  
6 11 and 13 and state they presently lack information or knowledge sufficient to  
7 conclusively admit or deny the allegations made by Plaintiff in this Paragraph as  
8 Defendants do not have the information necessary to evaluate the amount in controversy.  
9 Further Defendants deny that the Court has personal jurisdiction over Defendants.

10 13. Answering Paragraph 13 of the Complaint, Defendants state that this  
11 Paragraph is not full and complete on its own (as it incorporates Paragraphs 11 and 12)  
12 and sets forth statements and conclusions of law that do not constitute a “claim” or  
13 “allegation” against Defendants, such that no response is warranted or required under  
14 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 13 is  
15 deemed to be required, Defendants answer this Paragraph with reference to Paragraphs  
16 11 and 12, and state they presently lack information or knowledge sufficient to  
17 conclusively admit or deny the allegations made by Plaintiff in this Paragraph as  
18 Defendants do not have the information necessary to evaluate the amount in controversy.  
19 Further Defendants deny that the Court has personal jurisdiction over Defendants.

20 14. Answering Paragraph 14 of the Complaint, Defendants state that they  
21 presently lack information or knowledge sufficient to conclusively admit or deny the  
22 allegations made in Paragraph 14 of the Complaint, but are informed and believes that the  
23 information stated therein was true at all times relevant to the Complaint.

24 15. Answering Paragraph 15 of the Complaint, Defendants admit only that  
25 Shashamane is a limited liability company organized under the laws of the State of  
26 Delaware. Further answering Paragraph 15 of the Complaint, Defendants deny that  
27 Shashamane’s principal place of business is located in Delaware and states that  
28 Shashamane’s principal place of business is located in Florida.

1           16. Answering Paragraph 15 of the Complaint, Defendants admit only that  
2 Rohan Marley, John Zidziunas, Erik Caggiano, Michael James, James Hennessy Estime,  
3 Zion Marley, Nico Marley, Lukas Siwula, and Kenneth Martin are members of  
4 Shashamane.

5           17. Answering Paragraph 17 of the Complaint, Defendants admit that Rohan  
6 Marley is a member of Shashamane and a citizen of Florida who resides in Miami Beach,  
7 Florida.

8           18. Answering Paragraph 18 of the Complaint, Defendants admit John J.  
9 Zidziunas is a member of Shashamane and a citizen of the State of New York who  
10 resides in New York, New York.

11           19. Answering Paragraph 19 of the Complaint, Defendants admit that Erik  
12 Caggiano is a member of Shashamane and a citizen of Florida who resides in Bonita  
13 Springs, Florida.

14           20. Answering Paragraph 20 of the Complaint, Defendants admit that Michael  
15 James is a member of Shashamane but denies that Michael James is a citizen of Florida  
16 who resides in Miami, Florida

17           21. Answering Paragraph 21 of the Complaint, Defendants admit that James  
18 Hennessy Estime is a member of Shashamane but denies that James Hennessy Estime is a  
19 citizen of New Jersey who resides in Cherry Hill, New Jersey.

20           22. Answering Paragraph 22 of the Complaint, Defendants admit that Zion  
21 Marley is a member of Shashamane, but denies that Zion Marley is a citizen of Florida  
22 who resides in Miami Beach, Florida.

23           23. Answering Paragraph 23 of the Complaint, Defendants admit that Nico  
24 Marley is a member of Shashamane, but denies that Nico Marley is a citizen of California  
25 who resides in Los Angeles, California.

26           24. Answering Paragraph 24 of the Complaint, Defendants admit that Lukas  
27 Siwula is a member of Shashamane and a citizen of New York who resides in New York,  
28 New York.

1           25.    Answering Paragraph 25 of the Complaint, Defendants admit that Kenneth  
2 Martin is a member of Shashamane and a citizen of New York who resides in New York,  
3 New York.

4           26.    Answering Paragraph 26 of the Complaint, Defendants admit that Cole  
5 Ramstad is a member of Shashamane and a citizen of California who resides in Los  
6 Angeles, California.

7           27.    Answering Paragraph 27 of the Complaint, sets forth statements and  
8 conclusions of law that do not constitute a “claim” or “allegation” against Defendants,  
9 such that no response is warranted or required under Federal Rule of Civil Procedure 8.  
10 To the extent that a response to Paragraph 27 is deemed to be required, Defendants state  
11 they presently lack information or knowledge sufficient to conclusively admit or deny the  
12 allegations made by Plaintiff in Paragraph 27.

13           28.    Answering Paragraph 27 of the Complaint, Defendants deny all allegations  
14 set forth in Paragraph 28.

15           29.    Answering Paragraph 29 of the Complaint, Defendants deny all allegations  
16 set forth in Paragraph 29.

17                           **RESPONSE TO “FIRST CAUSE OF ACTION”**

18                           **(Quid Pro Quo Harassment in Violation of the FEHA)**

19           30.    Answering Paragraph 30 of the Complaint, Defendants restate and  
20 incorporate by reference their responses to the preceding allegations that Plaintiff  
21 incorporates by reference into Paragraph 30.

22           31.    Answering Paragraph 31 of the Complaint, Defendants restate and  
23 incorporate by reference their responses to the preceding allegations that Plaintiff  
24 incorporates by reference into Paragraph 31.

25           32.    Answering Paragraph 32 of the Complaint, Defendants deny all allegations  
26 set forth in Paragraph 32.

27           33.    Answering Paragraph 33 of the Complaint, Defendants deny all allegations  
28 set forth in Paragraph 33.



1           34. Answering Paragraph 34 of the Complaint, Defendants deny all allegations  
2 set forth in Paragraph 34.

3           35. Answering Paragraph 35 of the Complaint, Defendants state that this  
4 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
5 “allegation” against Defendants, such that no response is warranted or required under  
6 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 35 is  
7 deemed to be required, Defendants admit that the FEHA prohibits discrimination and  
8 harassment on the basis of sex and gender, and that this prohibition includes a prohibition  
9 against quid pro quo sexual harassment. Defendants deny all allegations set forth in  
10 Paragraph 35.

11           36. Answering Paragraph 36 of the Complaint, Defendants state that this  
12 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
13 “allegation” against Defendants, such that no response is warranted or required under  
14 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 36 is  
15 deemed to be required, Defendants admit only that the Shashamane Operating Agreement  
16 provided procedures for the removal of officers and termination of membership interests  
17 that applied both to Plaintiff’s membership in Shashamane and to her role as Chief  
18 Executive Officer; that Plaintiff did not share in the profits, losses, and liabilities of  
19 Shashamane, except to the extent that profits, losses, and liabilities impacted the potential  
20 value of her equity interest in Shashamane; that Plaintiff joined Shashamane in June 2021  
21 with a 10 percent equity interest in Shashamane that, pursuant to the Shashamane  
22 Operating Agreement would only vest after two years with Shashamane; and that  
23 Plaintiff’s membership in Shashamane was terminated pursuant to the Operating  
24 Agreement prior to Plaintiff’s equity in Shashamane vesting. Defendants deny all  
25 allegations set forth in Paragraph 36.

26           37. Answering Paragraph 37 of the Complaint, Defendants deny all allegations  
27 set forth in Paragraph 37.

28           38. Answering Paragraph 38 of the Complaint, Defendants admit only that Mr.



1 Marley is and was the principal owner of Shashamane and that Shashamane terminated  
2 Plaintiff's membership in Shashamane on March 30, 2022. Defendants deny all other  
3 allegations set forth in Paragraph 38.

4 39. Answering Paragraph 39 of the Complaint, Defendants state that this  
5 Paragraph sets forth statements and conclusions of law that do not constitute a "claim" or  
6 "allegation" against Defendants, such that no response is warranted or required under  
7 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 39 is  
8 deemed to be required, Defendants deny all allegations set forth in Paragraph 39.

9 40. Answering Paragraph 40 of the Complaint, Defendants state that this  
10 Paragraph sets forth statements and conclusions of law that do not constitute a "claim" or  
11 "allegation" against Defendants, such that no response is warranted or required under  
12 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 40 is  
13 deemed to be required, Defendants deny all allegations set forth in Paragraph 40.

14 41. Answering Paragraph 41 of the Complaint, Defendants state that this  
15 Paragraph sets forth statements and conclusions of law that do not constitute a "claim" or  
16 "allegation" against Defendants, such that no response is warranted or required under  
17 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 41 is  
18 deemed to be required, Defendants deny all allegations set forth in Paragraph 41.

19 **RESPONSE TO "SECOND CAUSE OF ACTION"**

20 **(Hostile Environment Harassment in Violation of the FEHA)**

21 42. Answering Paragraph 42 of the Complaint, Defendants restate and  
22 incorporate by reference their responses to the preceding allegations that Plaintiff  
23 incorporates by reference into Paragraph 42.

24 43. Answering Paragraph 43 of the Complaint, Defendants deny all allegations  
25 set forth in Paragraph 43.

26 44. Answering Paragraph 44 of the Complaint, Defendants deny all allegations  
27 set forth in Paragraph 44.

28 45. Answering Paragraph 45 of the Complaint, Defendants deny all allegations

1 set forth in Paragraph 45.

2 46. Answering Paragraph 46 of the Complaint, Defendants state that this  
3 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
4 “allegation” against Defendants, such that no response is warranted or required under  
5 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 46 is  
6 deemed to be required, Defendants deny all allegations set forth in Paragraph 46.

7 47. Answering Paragraph 47 of the Complaint, Defendants deny all allegations  
8 set forth in Paragraph 47.

9 48. Answering Paragraph 48 of the Complaint, Defendants deny all allegations  
10 set forth in Paragraph 48.

11 49. Answering Paragraph 49 of the Complaint, Defendants state that this  
12 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
13 “allegation” against Defendants, such that no response is warranted or required under  
14 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 49 is  
15 deemed to be required, Defendants deny all allegations set forth in Paragraph 49.

16 50. Answering Paragraph 50 of the Complaint, Defendants state that this  
17 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
18 “allegation” against Defendants, such that no response is warranted or required under  
19 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 50 is  
20 deemed to be required, Defendants deny all allegations set forth in Paragraph 50.

21 51. Answering Paragraph 51 of the Complaint, Defendants state that this  
22 Paragraph sets forth statements and conclusions of law that do not constitute a “claim” or  
23 “allegation” against Defendants, such that no response is warranted or required under  
24 Federal Rule of Civil Procedure 8. To the extent that a response to Paragraph 51 is  
25 deemed to be required, Defendants deny all allegations set forth in Paragraph 51.

26 **RESPONSE TO “THIRD CAUSE OF ACTION”**

27 **(Wrongful Termination in Violation of Public Policy)**

28 52. Answering Paragraph 52 of the Complaint, Defendants state that no response

1 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
2 for wrongful termination in violation of public policy on January 3, 2024, in an order  
3 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
4 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 52 is deemed to be  
5 required, Defendants restate and incorporate by reference their responses to the preceding  
6 allegations that Plaintiff incorporates by reference into Paragraph 52.

7 53. Answering Paragraph 53 of the Complaint, Defendants state that no response  
8 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
9 for wrongful termination in violation of public policy on January 3, 2024 in an order  
10 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
11 *See* ECF No. 41 at 16–18. Further, Paragraph 53 of the Complaint sets forth statements  
12 and conclusions of law that do not constitute a “claim” or “allegation” against  
13 Defendants, such that no response is warranted or required under Federal Rule of Civil  
14 Procedure 8. To the extent that a response to Paragraph 53 is deemed to be required,  
15 Defendants admit only that the FEHA and Section 8 or Article I of the California  
16 Constitution were in effect at all times relevant to the Complaint. Defendants deny all  
17 other allegations set forth in the Paragraph 53 of the Complaint.

18 54. Answering Paragraph 54 of the Complaint, Defendants state that no response  
19 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
20 for wrongful termination in violation of public policy on January 3, 2024, in an order  
21 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
22 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 54 is deemed to be  
23 required, Defendants admit only that Shashamane terminated Plaintiff’s membership in  
24 Shashamane on March 30, 2022, weeks after Plaintiff voluntarily resigned from her  
25 position as Shashamane’s Chief Executive Officer. Defendants deny all other allegations  
26 in set forth in the Paragraph 54 of the Complaint.

27 55. Answering Paragraph 55 of the Complaint, Defendants state that no response  
28 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action

1 for wrongful termination in violation of public policy on January 3, 2024, in an order  
2 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
3 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 55 is deemed to be  
4 required, Defendants deny all allegations set forth in Paragraph 55 of the Complaint.

5 56. Answering Paragraph 56 of the Complaint, Defendants state that no response  
6 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
7 for wrongful termination in violation of public policy on January 3, 2024, in an order  
8 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
9 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 56 is deemed to be  
10 required, Defendants deny all allegations set forth in Paragraph 56 of the Complaint.

11 57. Answering Paragraph 57 of the Complaint, Defendants state that no response  
12 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
13 for wrongful termination in violation of public policy on January 3, 2024, in an order  
14 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
15 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 57 is deemed to be  
16 required, Defendants deny all allegations set forth in Paragraph 57 of the Complaint.

17 58. Answering Paragraph 58 of the Complaint, Defendants state that no response  
18 to this Paragraph is required, because the Court dismissed Plaintiff’s third cause of action  
19 for wrongful termination in violation of public policy on January 3, 2024, in an order  
20 entitled “Order Granting in Part and Denying in Party Defendants’ Motion to Dismiss.”  
21 *See* ECF No. 41 at 16–18. To the extent that a response to Paragraph 58 is deemed to be  
22 required, Defendants deny all allegations set forth in Paragraph 58 of the Complaint.

23 **RESPONSE TO “PRAYER FOR DAMAGES”**

24 Defendants deny: (a) that Defendants are liable, either jointly or individually, to  
25 Plaintiff or to any other person on whose behalf relief is sought, (b) that Plaintiff has  
26 sustained, or will sustain, any damages, losses, or injuries of any kind or in any amount  
27 whatsoever by reason of any fault, act, omission, or other conduct on the part of  
28 Defendants, or any of them; and (c) that Plaintiff is entitled to any relief whatsoever,

1 including, but not limited, to the specific items of relief she claims in the portion of the  
2 Complaint entitled “Prayer for Damages.”

3 **STATEMENT OF AFFIRMATIVE DEFENSES**

4 Without waiving or limiting any of the foregoing and without assuming the burden  
5 of proof where the burden of proof properly rests with Plaintiff or any other person on  
6 whose behalf the Complaint seeks relief, Defendants also plead the following separate  
7 and affirmative defenses to the causes of action set forth in Complaint pursuant to Federal  
8 Rule of Civil Procedure 8(c).

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(Lack of Personal Jurisdiction)**

11 The Court lacks personal jurisdiction over Defendants. Shashamane is a Delaware  
12 limited liability company that maintains its principal place of business in Florida. Mr.  
13 Marley is a Florida citizen who resides in Miami Beach, Florida, and was in Florida at all  
14 times relevant to the complaint. Neither Shashamane nor Mr. Marley has, or had at any  
15 time relevant to this action, contacts with California with sufficient to permit the exercise  
16 of jurisdiction under the California Code of Civil Procedure section 410.10 and the Due  
17 Process Clause the Fourteenth Amendment of the U.S. Constitution.

18 **SECOND AFFIRMATIVE DEFENSE**

19 **(Failure to State a Cause of Action)**

20 The Complaint does not state facts sufficient to establish a cause of action as to  
21 which relief from Defendants may be granted.

22 **THIRD AFFIRMATIVE DEFENSE**

23 **(Illegal Conduct)**

24 Plaintiff’s causes of action against Defendants are barred, in whole or in part,  
25 insofar as Plaintiff seeks to directly or indirectly enforce agreements with Shashamane  
26 that relate transactions with a Schedule I controlled substance under the Controlled  
27 Substance Act, and to thereby seek relief based on activities by Plaintiff that are illegal  
28 under federal law.

1 **FOURTH AFFIRMATIVE DEFENSE**

2 **(Statute of Limitations)**

3 Plaintiff's causes of action against Defendants are barred, in whole or in part, by  
4 the applicable statute of limitations, including, but not limited to, the statutes of limitation  
5 established by California Government Code sections 12960 and 12965 and California  
6 Code of Civil Procedure sections 335.1, 338, 340, and/or 343.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 **(Improper Venue)**

9 This Court is not a proper venue, because the Central District of California does  
10 not fall within any of categories that 28 U.S.C. § 1391(b) identifies as a proper venue.  
11 Neither Shashamane nor Mr. Marley are, or were at any time relevant to the complaint,  
12 "residents" of California (or the Central District of California) for the purposes of 28  
13 U.S.C. § 1391(b). Additionally, the Central District of California is not where a  
14 "substantial part" of the events giving rise to Plaintiff's complaint occurred.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 **(Laches)**

17 Plaintiff unreasonably and inexcusably delayed in pursuing the claims alleged  
18 against Defendants, thereby prejudicing Defendants' ability to find witnesses and/or  
19 evidence to defend against Plaintiff's claims. Therefore, the equitable doctrine of laches  
20 wholly or partially bars the claims alleged against Defendants in the Complaint.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Estoppel)**

23 Plaintiff's causes of action against Defendants are barred, in whole or in part, by  
24 the equitable doctrine of estoppel.

25 **EIGHTH AFFIRMATIVE DEFENSE**

26 **(Unclean Hands)**

27 Plaintiff's causes of action against Defendants are barred, in whole or in part,  
28 because of Plaintiff's "unclean hands" with respect to the alleged events upon which the

1 claims alleged against Defendants are based.

2 **NINTH AFFIRMATIVE DEFENSE**

3 **(Waiver)**

4 Through Plaintiff’s words and/or conduct, Plaintiff waived whatever right Plaintiff  
5 may have had to assert the claims alleged against Defendants in the Complaint.

6 **TENTH AFFIRMATIVE DEFENSE**

7 **(Consent)**

8 Plaintiff’s causes of action against Defendants are barred, in whole or in part, on  
9 the grounds that Plaintiff knowingly and voluntarily consented to and/or participated in  
10 some or all of the conduct upon which the claims alleged against Defendants are based.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 **(Comparative Fault of Plaintiff)**

13 Plaintiff’s damages, if any, were proximately caused, and contributed to, by  
14 Plaintiff’s own negligence and/or intentional acts or omissions. Therefore, Plaintiff’s  
15 recovery, if any, must be reduced in proportion to Plaintiff’s own fault in causing the  
16 damages for which Plaintiff seeks recovery.

17 **TWELFTH AFFIRMATIVE DEFENSE**

18 **(Comparative Fault of Other Persons, Conditions, or Events)**

19 Even if Plaintiff sustained injuries or damages as a result of any act or omission by  
20 Defendants (which Defendants deny), any such injuries and damages were wholly or  
21 partially caused by the acts, wrongs, omissions, and/or negligence of other persons,  
22 entities, conditions (including preexisting conditions), forces, and/or things over which  
23 Defendants had no control and/or for which Defendants are not responsible. Therefore,  
24 any award made in favor of Plaintiff must be reduced by an amount equal to the  
25 percentage of the fault of third parties, conditions, or events in causing or contributing to  
26 the damages Plaintiff seeks in the Complaint.

27  
28



1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 **(Outside the Scope of Authority)**

3 Even if Plaintiff was subjected to unlawful conduct (which Defendants deny),  
4 Defendants are not liable for such conduct insofar as it was carried out by agents or  
5 employees acting outside the course and scope of their authority and without Defendants  
6 authorizing, ratifying, or condoning such acts with actual or constructive knowledge of  
7 the unlawful conduct.

8 **FOURTEENTH AFFIRMATIVE DEFENSE**

9 **(Privileged Conduct)**

10 Even if Plaintiff suffered damages as a result of any act or omission by Defendants  
11 (which Defendants denies), Defendants are not liable for such damages insofar as the  
12 damages were caused by Defendants engaging in privileged activities, including the  
13 reasonable and legitimate exercise of legal rights enjoyed by Defendants.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 **(Failure to Exhaust Administrative Remedies under FEHA)**

16 Plaintiff's claims against Defendants under the Fair Employment and Housing Act  
17 are barred, in whole or in part, to the extent that Plaintiff failed to timely or adequately  
18 satisfy the prerequisites to bringing some or all of those claims in a civil action by, *inter*  
19 *alia*, failing to set forth the particulars of each alleged violation of the FEHA in a verified  
20 written complaint to the California Civil Rights Department in accordance with  
21 California Government Code section 12960 et seq.

22 **SIXTEENTH AFFIRMATIVE DEFENSE**

23 **(Legitimate Reasons for Employment Actions)**

24 Plaintiff's discrimination and retaliation claims are barred, because any adverse  
25 employment action taken against Plaintiff was made for legitimate, nondiscriminatory,  
26 and nonretaliatory reasons.

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 **(Lack of Unwelcome Conduct)**

3 Even if Plaintiff were subjected to conduct potentially within the scope of  
4 “harassment” (which Defendants deny), Plaintiff’s causes of action for hostile work  
5 environment and quid pro harassment are barred on the grounds that the alleged conduct  
6 was not “unwelcome” or “unwanted,” as it welcomed, initiated, consented to, and  
7 encouraged by Plaintiff at all relevant times.

8 **EIGHTEENTH AFFIRMATIVE DEFENSE**

9 **(Lack of Quid Pro Quo)**

10 Even if Plaintiff were subjected to unwanted sexual advances or harassing conduct  
11 (which Defendants deny), Plaintiff’s causes of action for quid pro quo sexual harassment  
12 is barred on the grounds that Plaintiff’s membership and position with Shashamane were  
13 not expressly or impliedly conditioned on Plaintiff’s acceptance of, or consent to, the  
14 alleged conduct.

15 **NINETEENTH AFFIRMATIVE DEFENSE**

16 **(Lack of Severe or Pervasive Harassment)**

17 Even if Plaintiff were subjected to conduct potentially within the scope of  
18 “harassment” (which Defendants deny), Plaintiff’s causes of action for hostile work  
19 environment harassment is barred on the grounds that the alleged conduct was not  
20 sufficiently severe or pervasive to alters the conditions of Plaintiff’s membership and  
21 position with Shashamane and create and a working environment that was intimidating,  
22 offensive, oppressive, or abusive, both from Plaintiff’s subjective perspective and from  
23 the objective perspective of a reasonable person.

24 **TWENTIETH AFFIRMATIVE DEFENSE**

25 **(Mixed Motive)**

26 Even if Plaintiff were to prove that a protected status or protected activity  
27 contributed to, or motivated, an adverse employment action challenged in the Complaint  
28 (which Defendants deny) Plaintiff is not entitled to damages, backpay, or reinstatement,

1 because the same decision would have been made for legitimate, nondiscriminatory, and  
2 nonretaliatory reasons.

3 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

4 **(Avoidable Consequences)**

5 Plaintiff is not entitled to damages for any alleged discrimination, harassment, or  
6 retaliation, because Plaintiff unreasonably failed to use the preventive and corrective  
7 measures that Shashamane made available to prevent and correct discrimination,  
8 harassment, and retaliation, which would have prevented some or all of the harm that  
9 Plaintiff allegedly suffered.

10 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

11 **(Exclusive Remedy of Workers' Compensation Act)**

12 Insofar as Plaintiff seeks damages for any physical or emotional injury allegedly  
13 attributable to Defendants' conduct, Plaintiff's claims are wholly or partially barred  
14 and/or preempted to the extent the California's Workers' Compensation Act provides the  
15 exclusive remedy for such injuries.

16 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

17 **(Failure to Mitigate Damages)**

18 Even if Plaintiff suffered damages as a result of the facts alleged in the  
19 Complaint—which Defendants deny—Plaintiff failed to take reasonable steps to mitigate,  
20 minimize, or prevent the claimed damages. Therefore, any damages actually suffered by  
21 Plaintiff must be reduced to the extent Plaintiff reasonably could have avoided or  
22 mitigated such damages.

23 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

24 **(Intervening or Superseding Causes)**

25 The damages that Plaintiff claims to have suffered were caused or made worse by  
26 events outside of Defendants' control after the events at issue in the Complaint.  
27 Consequently, Plaintiff is wholly or partially barred from recovering the alleged damages  
28 Plaintiff seeks.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Offset)**

Any recovery to which Plaintiff might otherwise be entitled must be offset by any unemployment benefits, workers’ compensation benefits, and/or other compensation and benefits Plaintiff has received or will receive.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(De Minimis)**

Even if Plaintiff suffered damages as a result of an act or omission of Defendants (which Defendants deny), Plaintiff’s damages are *de minimis* and not compensable as a matter of law.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Speculative Damages)**

Even if the allegations in the Complaint are true (which Defendants deny), Plaintiff is not entitled to recover any damages, because Plaintiff’s alleged damages are too speculative.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Unconstitutional Punitive Damages)**

Plaintiff’s claims for punitive damages are barred, in whole or in part, to the extent that the imposition of punitive damages would violate the First, Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States and/or Article I of the Constitution of the State of California.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(After-Acquired Evidence)**

Plaintiff’s claims are barred, in whole or in part, to the extent Defendants acquire evidence of wrongdoing by Plaintiff during the course of this litigation that would have materially affected the terms and conditions of Plaintiff’s employment or resulted in the

