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5 Attorneys for Defendant  
6 Skeeter Snacks, LLC

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN BERNARDINO

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11 MASTANE SHALIKAR, individually and on  
behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 SKEETER SNACKS, LLC,

15 Defendant.  
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Case No. CIVDS1702247

Assigned For All Purposes To The  
Honorable David Cohn

**ANSWER TO CLASS ACTION  
COMPLAINT**

Dept.: S26

1 Defendant Skeeter Snacks, LLC, Inc. (“Defendant”) hereby answers the Class Action  
2 Complaint filed by plaintiff Mastane Shalikar, on behalf of herself and all others similarly  
3 situated (“Plaintiff”) as follows:

4 **GENERAL DENIAL**

5 Pursuant to the provisions of California Code of Civil procedure (“CCP”) section  
6 431.30(d), Defendant denies, both generally and specifically, each and every allegation in the  
7 Complaint, and specifically denies that Plaintiff has been, is, or will be damaged in the amount  
8 alleged, or in any manner or sum whatsoever, or is entitled to any recovery or remedy of any type  
9 whatsoever, by reason of any Defendant’s acts, conduct, or omissions.

10 **SEPARATE AFFIRMATIVE DEFENSES**

11 As separate and distinct affirmative defenses to the Complaint and each alleged cause of  
12 action contained therein, Defendant asserts the following affirmative defenses:

13 **FIRST AFFIRMATIVE DEFENSE**

14 **(Failure To State A Cause Of Action)**

15 1. Defendant alleges that the Complaint, and each purported cause of action fails to  
16 state facts sufficient to constitute a cause of action.

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Statute of Limitations)**

19 2. Defendant alleges that Plaintiff’s claims are barred, in whole or in part, by the  
20 applicable statutes of limitations, including, but not limited to, Code of Civil Procedure sections  
21 338(a), 338(h), 339, Civil Code section 1783, and/or California Business and Professions Code  
22 section 17208.

23 **THIRD AFFIRMATIVE DEFENSE**

24 **(Laches)**

25 3. The Defendant alleges that the claims in the Complaint are barred by the doctrine  
26 of laches.

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**FOURTH AFFIRMATIVE DEFENSE**

**(Waiver)**

4. The Defendant alleges that the claims in the Complaint are barred by the doctrine of waiver.

**FIFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

5. The Defendant alleges that the claims in the Complaint are barred by the doctrines of collateral and/or equitable estoppels.

**SIXTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

6. The Defendant alleges that the claims in the Complaint are barred by the doctrine of unclean hands.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Consent)**

7. Each purported cause of action in the Complaint is barred because Plaintiff acknowledged, consented to, or acquiesced in the alleged acts or omissions, if any, of Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

**(No Class Action)**

8. The Defendant alleges that Plaintiff has failed to allege and cannot prove the facts and prerequisites necessary to the maintenance of a class action.

**NINTH AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

9. The Defendant alleges that Plaintiff lacks standing to assert the claims set forth in the Complaint.

**TENTH AFFIRMATIVE DEFENSE**

**(Injunctive Relief Improper)**

10. The Defendant alleges that Plaintiff's claims for injunctive relief are barred

1 because Plaintiff has an adequate and complete remedy at law.

2 **ELEVENTH AFFIRMATIVE DEFENSE**

3 **(Abstention)**

4 11. The Defendant alleges that Plaintiff's claims for relief should be denied under the  
5 doctrine of equitable abstention.

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 **(Federal Preemption)**

8 12. The Defendant alleges that the Complaint, and each claim for relief therein, is  
9 barred by the Supremacy Clause of the United States Constitution.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 **(Comparative Fault of Plaintiff)**

12 13. Negligence, breach of contract, or other fault or misconduct of Plaintiff or her  
13 agents directly and proximately contributed to Plaintiff's alleged damages, which conduct either  
14 bars or reduces the recovery sought by Plaintiff.

15 **FOURTEENTH AFFIRMATIVE DEFENSE**

16 **(Contributory Fault of Third Parties)**

17 14. The damages suffered by Plaintiff, if any, proximately resulted from the  
18 negligence, breach of contract, or other fault or misconduct of parties, persons, and/or entities  
19 other than Defendant, and the liability of Defendant, if any, must be limited in direct proportion to  
20 the percentage of fault actually attributable to Defendant.

21 **FIFTEENTH AFFIRMATIVE DEFENSE**

22 **(Allocation/Contribution)**

23 15. The damages suffered by Plaintiff, if any, proximately resulted from the  
24 negligence, tortious, and/or wrongful conduct of parties, persons, and/or entities other than  
25 Defendant. Defendant is, therefore, entitled to an allocation and/or contribution of damages  
26 according to the percentage of fault of each of the other such party.

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1 Dated: March 14, 2017

**NORTON ROSE FULBRIGHT US LLP**  
**STEPHANIE STROUP**



By \_\_\_\_\_  
STEPHANIE STROUP  
Attorneys for Defendant  
SKEETER SNACKS, LLC

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**PROOF OF SERVICE**

I, Diana Cardenas, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071. On March 14, 2017, I served a copy of the within document(s):

**ANSWER TO CLASS ACTION COMPLAINT**

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by transmitting via e-mail or other electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Barbara A. Rohr  
 Benjamin Heikali  
 FARUQI & FARUQI, LLP  
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on March 14, 2017, at Los Angeles, California.

  
 \_\_\_\_\_  
 Diana Cardenas