

1 CHRISTOPHER P. BURKE, ESQ.
2 Nevada Bar No.: 004093
3 atty@cburke.lvcoxmail.com
4 218 S. Maryland Pkwy.
5 Las Vegas, Nevada 89101
6 (702) 385-7987
7 Attorney for Defendant
8 Charles Lazer

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6 **UNITED STATES BANKRUPTCY COURT**
7 **FOR THE DISTRICT OF NEVADA**

8 In re:

Adv. No.: 22-01125-MKN

9 CHARLES RANDALL LAZER,
10 Debtor.

Case No.: 22-11549-MKN
Chapter 7

11 DAPHNE WILLIAMS,
12 Plaintiff,

ANSWER TO COMPLAINT

13 vs.

14 CHARLES RANDALL LAZER,
15 Defendant.

16 Comes Now Defendant, Charles Randall Lazer (“Defendant” or “Lazer”) and files his
17 Answer to the Complaint of Plaintiff, Daphne Williams (“Plaintiffs” or “Williams”) as follows:

- 18 1. Defendant admits the allegations in paragraphs, 1,2, 3, 4, 5, 6, 7 (except as to
19 “Frivolous Lawsuit”), 8 (except as to “Frivolous Lawsuit”), 9 (except as to
20 “Frivolous Lawsuit”), 11, 12, 13 (except as to “Frivolous Lawsuit”), 14, 15, 17, 21
21 (except as to “Frivolous Lawsuit”), 22 (except as to “Frivolous Lawsuit”), 23,
22 24, 28, 30 (except as to “Frivolous Lawsuit”), 31 (except as to “Frivolous
23 Lawsuit”), 42.
- 24 2. Defendant denies the allegations in paragraphs, 10, 16, 19, 20, 25, 26, 27, 32,
25 33, 34, 35, 36, 38, 39, 40, 41, 42.
- 26 3. Defendant cannot admit or deny the allegations in paragraphs, 10 (calls for a
27 legal conclusion), 37 (calls for a legal conclusion).

1 **AFFIRMATIVE DEFENSE ONE**
2 (Failure to State a Cause of Action)

3 Plaintiff's Complaint fails to state a cause of action against Defendant.

4 **AFFIRMATIVE DEFENSE TWO**
5 (Doctrine of Laches)

6 Plaintiff has failed to assert its rights and/or claims in a timely manner and is barred
7 by the applicable Doctrine of Laches.

8 **AFFIRMATIVE DEFENSE THREE**
9 (Subject Matter Jurisdiction)

10 The Court lacks subject matter jurisdiction in this action.

11 **AFFIRMATIVE DEFENSE FOUR**
12 (Statute of Limitations)

13 Plaintiff's claim is not timely and barred by the applicable statute of limitations.

14 **AFFIRMATIVE DEFENSE FIVE**
15 (Mitigation)

16 Plaintiff failed to take reasonable action to mitigate the damages claimed in the
17 complaint to be a result of Defendant acts or omissions. Accordingly, the amount of damages
18 to which Plaintiff is entitled, if any, must be diminished or barred by reason thereof.

19 **AFFIRMATIVE DEFENSE SIX**
20 (No Causal Relationship)

21 Plaintiff is barred, in whole or in part, from recovering from Defendant on any claims
22 because there is no causal relationship between any damages, the claimants alleged to have
23 been suffered, and any act of Defendant.

1 **AFFIRMATIVE DEFENSE SEVENTH**
2 (Frustration of Purpose)

3 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
4 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
5 into, any duty of performance of this answering Defendant is excuses by reason of frustration
6 of purpose.

7 **AFFIRMATIVE DEFENSE EIGHTH**
8 (Failure of Consideration)

9 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
10 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
11 into, any duty of performance of this answering Defendant is excused by reason of failure of
12 consideration.

13 **AFFIRMATIVE DEFENSE NINTH**
14 (Breach of Condition Precedent)

15 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
16 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
17 into, any duty of performance of this answering Defendant is excused by reason of a breach
18 of condition precedent by the Plaintiff.

19 **AFFIRMATIVE DEFENSE TENTH**
20 (Breach of Condition Subsequent)

21 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
22 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
23 into, any duty of performance of this answering Defendant is excused by reason of a breach
24 of condition subsequent by the Plaintiff.

1 **AFFIRMATIVE DEFENSE ELEVENTH**
2 (Breach of Implied Condition)

3 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
4 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
5 into, any duty of performance of Defendant is excused by reason of a breach of an implied
6 condition by the Plaintiff.

7 **AFFIRMATIVE DEFENSE TWELFTH**
8 (Mutual Mistake)

9 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
10 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
11 into, any duty of performance of this answering Defendant is excused by reason of mutual
12 mistake.

13 **AFFIRMATIVE DEFENSE THIRTEENTH**
14 (Unilateral Mistake)

15 Defendant is informed, believes, and thereon alleges that if any contract, guarantee,
16 obligation, or amendment, as alleged in Plaintiff's Complaint on file herein, has been entered
17 into, any duty of performance of this answering Defendant is excused by reason of unilateral
18 mistake.

19 **AFFIRMATIVE DEFENSE FOURTEENTH**
20 (Estoppel)

21 Plaintiff is estopped from pursuing any claim against Defendant.
22

23 **AFFIRMATIVE DEFENSE FIFTEENTH**
24 (Defendants Acted Reasonably)

25 Defendant acted reasonably in discharging any duties owed to Plaintiff, and therefore
26 may not be liable to Plaintiff in any way.
27

1 **AFFIRMATIVE DEFENSE SIXTEENTH**

2 (Privilege/Truth)

3 Any statements that Defendant has made about Plaintiff, if any, are either privileged
4 or are true, and Plaintiff is not able to recover under any theory of liability set forth in its
5 Complaint.

6 **AFFIRMATIVE DEFENSE SEVENTEENTH**

7 (Attributable to a Third-Party)

8 Plaintiff's damages, if any, are attributable to a third party or parties over whom this
9 answering Defendant had no control or responsibility.

10 **AFFIRMATIVE DEFENSE EIGHTEENTH**

11 (Statute of Frauds)

12 Plaintiff's claim against this Answering Defendant is barred by the Statute of Frauds.
13

14 **AFFIRMATIVE DEFENSE NINETEENTH**

15 (Doctrine of Unclean Hands)

16 Plaintiff is barred by the doctrine of unclean hands and by its own failure to deal in
17 good faith and deal fairly with this Answering Defendant.
18

19 **AFFIRMATIVE DEFENSE TWENTIETH**

20 (Waiver)

21 By virtue of the acts, deeds, conduct and/or the failure or omission to act under the
22 circumstances, the Plaintiff has waived its rights, if any existed, to assert the claims against
23 this Answering Defendant.
24

1 **AFFIRMATIVE DEFENSE TWENTY-FIRST**

2 (Plaintiffs own acts)

3 The damages which are alleged to have been incurred by the Plaintiff, if any, were the
4 direct result, in whole or in part, of the Plaintiff's own intentional, willful, and/or negligent
5 acts and deeds.

6 **AFFIRMATIVE DEFENSE TWENTY-SECOND**

7 (Approval)

8 Plaintiff approved of acts which are the subject matter of the Plaintiff's Complaint and
9 consequently are barred from recovering against this Answering Defendant.

10 **AFFIRMATIVE DEFENSE TWENTY-THIRD**

11 (Payment already made, offset for damages)

12 Defendant paid any amounts that it was required to pay to Plaintiff. Alternatively,
13 Defendant is entitled to an offset for damages incurred as a result of Plaintiff's conduct as set
14 forth in this pleading.

15 **AFFIRMATIVE DEFENSE TWENTY-FOURTH**

16 (Entitled to Discharge)

17 Defendant is entitled to a discharge as he has not violated any requirements to obtain
18 a discharge under 11 U.S.C. §523 and §727.

19 **AFFIRMATIVE DEFENSE TWENTY-FIFTH**

20 (FED.R.BANKR.PROC. 7008)

21 Defendant incorporates by reference each and every affirmative defense set forth in
22 Fed.R.Bankr.Proc. 7008 and F.R.C.P. 8(c) as if fully set forth herein.

1 WHEREFORE, Defendant respectfully requests this Court deny Plaintiff's Complaint
2 and grant the relief requested below:

- 3 1. Dismiss Plaintiff's Complaint with prejudice.
- 4 2. Award Plaintiff's nothing by way of this complaint.
- 5 3. Grant him a discharge of Plaintiff's alleged debt under §523
- 6 4. Grant him an entire discharge under §727
- 7 5. Award Defendant attorney fees. 11 U.S.C. §523(d).
- 8 6. For any other relief deemed just and proper.
- 9

10 Dated this 30th of August, 2022.

11 /S/CHRISTOPHER P. BURKE, ESQ.
12 CHRISTOPHER P. BURKE, ESQ.
13 Nevada Bar No.: 004093
14 218 S. Maryland Pkwy.
15 Las Vegas, NV 89101
16 (702) 385-7987
17 Attorney for Defendant
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Certificate of Service

I hereby certify that on the 30st day of August, 2022, I caused the above and foregoing ANSWER TO COMPLAINT to be sent by electronic notice and/or depositing same in the United State Mail, first class, postage prepaid, in a securely sealed envelope and addressed to the last know address of the following:

Marc J. Randazza,
Alex J. Shepard,
Trey A. Rothell,
RANDAZZA LEGAL GROUP, PLLC
2764 Lake Sahara Drive, Suite 109
Las Vegas, Nevada 89117
ecf@randazza.com
Attorneys for Creditor
Daphne Williams

/s/ Adriana Pelayo
Employee of
Christopher P. Burke, Esq.