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County of Los Angeles
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Sherril R. Cinton, Executive Officer / Clerk of Court
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8 limited liability company, and CHIRAYU
9 PATEL, an individual

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 RAKANI, LLC, a Pennsylvania limited liability
14 company,

15 Plaintiff,

16 v.

17 DESERT FARMS INC., a Delaware
18 corporation; WALID ABDUL-WAHAB, an
19 individual; DOES 1 through 20, inclusive,

20 Defendants.

21 DESERT FARMS, INC., a Delaware
22 corporation; and WALID ABDUL-WAHAB, an
23 individual,

24 Cross-Complainants,

25 v.

26 RAKANI, LLC, a Pennsylvania limited liability
27 company; CHIARYU PATEL, an individual;
28 and ROES 1 to 20, inclusive,

Cross-Defendants.

[Hon. Rupert A. Byrdsong (Dept. 28)]

Case No.: BC704723
Action Filed: May 3, 2018

**[PROPOSED] ORDER GRANTING
RAKANI, LLC AND CHIRAYU PATEL'S
MOTION FOR SUMMARY JUDGMENT
AGAINST DESERT FARMS, INC. AND
WALID ABDUL-WAHAB**

RESERVATION ID: 180809338907

Hearing Information
Date: June 11, 2019
Time: 8:45 a.m.
Dept.: 28
Stanley Mosk Courthouse
111 N. Hill Street
Los Angeles, California 90012



1 **[PROPOSED] ORDER GRANTING SUMMARY JUDGMENT**

2 Plaintiff and cross-defendant Rakani, LLC, a Pennsylvania limited liability company, and
3 cross-defendant Chirayu Patel’s, an individual (collectively with Rakani, LLC, “Movants”),
4 Motion for Summary Judgment Or, Alternatively, Summary Adjudication of Issues (“Motion”)
5 came on for hearing in department 28 of the above-captioned court, the Honorable Rupert A.
6 Byrdsong, Judge Presiding, on June 11, 2019. Bob Benjy of Benjy Law Corporation appeared
7 on behalf of all movants. Christopher L. Bauer of Law Offices of Christopher L. Bauer appeared
8 on behalf of defendants and cross-complainants Desert Farms, Inc., a California corporation, and
9 Walid Abdul-Wahab, an individual (collectively with Desert Farms, Inc., “Opposing Parties”).

10 After full consideration of all moving, opposition and reply papers, including the
11 evidence objections to the Declaration of Walid Abdul-Wahab and the proffered evidence
12 submitted by all parties, plus the arguments of counsel, the Court finds there is no triable issue of
13 material fact in this action and that Movants are entitled to summary judgment as a matter of law.

14 The Court finds that Opposing Parties failed to provide any substantial evidence to
15 support their theory that Movants have unclean hands (and/or engaged in a campaign of
16 economic duress) in connection with the Advisor Agreement or Chirayu Patel’s obligations
17 under that agreement. Instead, Opposing Parties instead relied on circumstantial evidence
18 fastened together in a self-serving manner and resulting in nothing more than speculation,
19 conjecture, and theory, which is inadequate for purposes of defeating a summary judgment
20 motion. To the extent that Chirayu Patel told Walid Abdul-Wahab / Desert Farms, Inc. that he
21 was “a business owner and long-time accredited investor [and] possessed of the contacts,
22 information and experience to raise significant amounts of capital for virtually any type of start-
23 up company,” that statement, even when coupled with the fact that no equity capital was raised
24 and no potential investor was presented, is inadequate to support an unclean hands defense in
25 defeating a motion for summary judgment. [See Declaration of Walid Abdul-Wahab, ¶¶ 7, 10.]

26 The Court also finds that any alleged wrongdoing, malfeasance or mal intent on the part
27 of Patel is too far removed and indirect for purposes of supporting Opposing Parties’ unclean
28 hands (and/or economic duress) defense as against the First and Second Causes of Action in

1 Rakani, LLC's Verified Complaint because Mr. Patel is separate and distinct from Rakani, LLC.
2 Opposing Parties have presented no evidence of wrongdoing by Rakani, LLC that would
3 support, evidence or justify such a defense.

4 In addition, the Court finds that the unclean hands defense asserted in Opposing Parties'
5 Verified Answer is too broad to encompass the economic duress defense argued by them in
6 opposition to the Motion. Economic duress is a separate and distinct defense that ought to have
7 been asserted in the Verified Answer earlier in this action. No defense of economic duress was
8 ever raised in the Verified Answer and Opposing Parties failed to move the Court to amend same
9 to add such a defense. Consequently, as a matter of due process, it is improper for the Court to
10 consider the economic duress defense.

11 The Court also finds that even if the economic duress defense were considered under the
12 umbrella of the asserted unclean hands defense, there is no material issue of fact on the issue of
13 economic duress because Opposing Parties have failed to proffer any admissible evidence that
14 could possibly lead the Court to conclude that Desert Farms, Inc. had no reasonable alternative
15 but to succumb and enter into the Sales Royalty Agreement (i.e., there is no evidence that
16 without the agreement Desert Farms, Inc. would face bankruptcy or financial ruin). [*See*
17 Declaration of Walid Abdul-Wahab, ¶ 13.]. Without such evidence, the defense of economic
18 duress must necessarily fail as a matter of law.

19 Opposing Parties failed to proffer any evidence whatsoever in support of any of the
20 following affirmative defenses asserted against Movants' Verified Complaint: (a) Third
21 Affirmative Defense (Lack of Standing); (b) Fifth Affirmative Defense (Setoff, Offset and
22 Recoupment); and/or (c) Sixth Affirmative Defense (Usury).

23 In connection with their Cross-Complaint, the Court finds that Opposing Parties failed to
24 proffer any evidence of damages in connection with any of the five causes of action asserted
25 therein. In addition, with regard to the Third and Fourth Causes of Action for Intentional and
26 Negligent Misrepresentation (asserted against Chirayu Patel only), Opposing Parties proffered no
27 evidence whatsoever on the requisite elements of justifiable reliance; intent to induce reliance
28 (negligent misrepresentation); or intent to defraud (intentional misrepresentation).

1
2 The Court finds that Movants have proffered adequate admissible evidence to
3 demonstrate that there is no triable issue of material fact on the Verified Complaint's First and
4 Second Causes of Action for Breach of Contract (adverse Desert Farms, Inc.) and Breach of
5 Guaranty (adverse Walid Abdul-Wahab) and the Court is convinced that Movants are entitled to
6 judgment as a matter of law thereon. [See Undisputed Material Fact Nos. 37, 45-47, 49, 51, 52-
7 54, 56, 58-60, 62-63, 65, 66-76.]

8 **IT IS HEREBY ORDERED** the summary judgment motion is **GRANTED**, as to both
9 the Verified Complaint and the Cross-Complaint; both in favor of movants Rakani, LLC and
10 Chirayu Patel and against opposing parties Desert Farms, Inc. and Walid Abdul-Wahab.

11 **IT IS HEREBY FURTHER ORDERED** that Rakani, LLC shall forthwith be awarded a
12 money judgment in the sum of \$173,011.97, jointly and severally, against: (a) Desert Farms, Inc.
13 (on the Verified Complaint's First Cause of Action for Breach of Contract); and (b) Walid
14 Abdul-Wahab (on the Verified Complaint's Second Cause of Action for Breach of Guaranty).

15 **IT IS HEREBY FURTHER ORDERED** that a judgment of no liability shall be entered
16 in favor of Chirayu Patel and against Desert Farms, Inc. and Walid Abdul-Wahab on the Cross-
17 Complaint's First through Fourth Causes of Action, inclusive.

18 **IT IS HEREBY FURTHER ORDERED** that a judgment of no liability shall be entered
19 in favor of Rakani, LLC and against Desert Farms, Inc. and Walid Abdul-Wahab on the Cross-
20 Complaint's Fifth Cause of Action.

21
22 DATED: _____, 2019

23
24 

25 _____
JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 I, the undersigned, declare and certify as follows:

3 I am over the age of eighteen years, not a party to the within action and employed in the
4 County of Los Angeles State of California. I am employed in the office of Benjy Law
5 Corporation, members of the Bar of the above-entitled Court, and I made the service referred to
below at their direction. My business address is 10250 Constellation Blvd., Suite 100, Los
Angeles, California 90067.

6 On June 6, 2019, I served true copy(ies) of all of the following documents, copies of
7 which are enclosed herewith, to each of the following recipients:

8 **Documents Served**

- 9 • **[PROPOSED] ORDER GRANTING RAKANI, LLC AND CHIRAYU PATEL’S**
10 **MOTION FOR SUMMARY JUDGMENT AGAINST DESERT FARMS, INC.**
AND WALID ABDUL-WAHAB

11 **Parties Served**

- 12 • CHRISTOPHER BAUER, ESQ. (email: cbauer@clbesquire.com), The Law Offices of
13 Christopher L. Bauer, 17500 Red Hill Avenue, Suite 230, Irvine, California 92614.

14 **BY OVERNIGHT DELIVERY:** I enclosed the documents in an envelope or package
15 provided by an overnight delivery carrier and addressed to all persons identified herein
16 (above). I placed the envelope or package for collection and overnight delivery at an
office or a regularly utilized drop box of the overnight delivery carrier.

17 **BY E-SERVICE:** I transmitted the above-referenced document(s) via electronic service
18 to the person(s) identified above at the email address(es) indicated and did not, within a
19 reasonable time after transmission, receive any message or communication indicating that
delivery failed or that any other error had occurred which would delay or cause failure in
transmission and delivery of the message and its attachment.

20 I certify under penalty of perjury under the laws of the State of California and the United
States of America that the foregoing is true and correct.

21 Executed on June 6, 2019, at Los Angeles, California.

22
23 /s/ Bob Benjy
24 Bob Benjy

