

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FRANK DIAZ, TABET DIAZ, and PIERRE-
LOUIS SEA MOSS LLC,

Plaintiffs,

-against-

GERARDO RAY, TAMIKA RAY, MAJESTIC
RAY'S LLC, AND MAJESTIC RAY'S LLC &
PIERRE-LOUIS SEA MOSS LLC,

Defendants.

Case No. 22-CV-10404-VF

ANSWER

Defendants, Gerardo Ray, Tamika Ray, and Majestic Ray's LLC ("Defendants"), by and through their attorney, Barry E. Janay, Esq., hereby submit their Answer to Plaintiffs' Complaint as follows:

ANSWER

1. Deny generally each and every allegation made in Plaintiffs' Complaint except for those specifically admitted.
2. Admit paragraph 1 to the extent that it details Plaintiffs' business independent from Defendants' business and provides general information on sea moss.
3. Deny the claims made in paragraph 2 as to the existence of any partnership agreement or meeting of the minds between the parties.
4. Deny the claims made in paragraph 3 as to the existence of any partnership agreement or meeting of the minds between the parties.
5. Deny the claims made in paragraph 4 as to the existence of any partnership agreement or meeting of the minds between the parties.
6. Deny the claims made in paragraph 5 as to the existence of any partnership agreement or meeting of the minds between the parties.

7. Deny the claims made in paragraph 6 as to the existence of any partnership agreement or meeting of the minds between the parties.

8. Deny the claims asserted in paragraph 7 and the relief requested.

The Parties

9. Admit paragraph 8 as to the identity of the parties.

10. Admit paragraph 9 as to the identity of the parties.

11. Admit paragraph 10 as to the identity of the parties.

12. Deny paragraph 11 as to the existence of the partnership business.

13. Admit paragraph 12 as to the identity of the parties.

14. Admit paragraph 13 as to the identity of the parties.

15. Admit paragraphs 14 as to the identity of the parties.

Jurisdiction and Venue

16. Deny the claims of jurisdiction set forth in paragraph 15 insofar as they relate to general jurisdiction of the court over the parties because Plaintiffs have stated no viable claims.

17. Deny the claims of jurisdiction set forth in paragraph 16 insofar as they relate to general jurisdiction of the court over the parties because Plaintiffs have stated no viable claims.

18. Deny the claims of jurisdiction set forth in paragraph 17 insofar as they relate to supplemental jurisdiction of the court over the parties because Plaintiffs have stated no viable claims.

19. Deny information or knowledge sufficient to for a belief as to the truth of the claims set forth in paragraph 18 insofar as they relate to whether venue is proper.

20. Deny the claims of personal jurisdiction set forth in paragraph 19 insofar as they relate to personal jurisdiction of the court over the parties because Plaintiffs have stated no viable claims.

Plaintiffs' Statement of Facts

21. Deny paragraph 20 as to the agreement of the parties to create and the actual creation of a partnership agreement or partnership business.

22. Deny paragraph 21 as to the agreement of the parties to create and the actual creation of a partnership agreement or partnership business.

23. Deny paragraph 22 as to the agreement of the parties to create and the actual creation of a partnership agreement or partnership business.

24. Deny paragraph 23 as to the agreement of the parties to create and the actual creation of a partnership agreement or partnership business.

25. Deny paragraph 24 as to the agreement to share profits and losses and the existence or applicability of the alleged partnership agreement.

26. Deny paragraphs 25 regarding the process of creating the alleged partnership agreement, the terms Plaintiffs claim were agreed upon, and the existence of such partnership agreement.

27. Deny paragraph 26 regarding the process of creating the alleged partnership agreement, the terms Plaintiffs claim were agreed upon, and the existence of such partnership agreement.

28. Deny paragraph 27 including subsections thereof regarding the process of creating the alleged partnership agreement, the terms Plaintiffs claim were agreed upon, and the existence of such partnership agreement.

29. Deny paragraph 28 regarding the process of creating the alleged partnership agreement, the terms Plaintiffs claim were agreed upon, and the existence of such partnership agreement.

30. Deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph 29.

31. Deny knowledge and information sufficient to form a belief as to the truth of the allegations in paragraph 30 as to the location where the sea moss was stored and where packaging occurred and deny the existence of the partnership business.

32. Deny paragraph 31 alleging Defendants' wrongful actions in its entirety.

33. Deny paragraph 32 alleging Defendants' wrongful actions in its entirety.

34. Admit in part and deny in part paragraph 33. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and responsibilities, and that there was any agreement between the parties as to the existence of a partnership and any rights, obligations, or duties associated.

35. Admit in part and deny in part paragraph 34. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and responsibilities, and that there was any agreement between the parties as to the existence of a partnership and any rights, obligations, or duties associated.

36. Admit in part and deny in part paragraph 35. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and responsibilities, and that there was any agreement between the parties as to the existence of a partnership and any rights, obligations, or duties associated.

37. Admit in part and deny in part paragraph 36. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and responsibilities, and that there was any agreement between the parties as to the existence of a partnership and any rights, obligations, or duties associated.

38. Admit in part and deny in part paragraph 37. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and responsibilities, and that there was any agreement between the parties as to the existence of a partnership and any rights, obligations, or duties associated.

39. Admit in part and deny in part paragraph 38. Admit to the extent that the Defendants did carry on their business past the date alleged but deny the allegations that such partnership did exist at that time or any time prior, that Plaintiffs were somehow entitled to profits from and involvement in Defendants' independent business operations and

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