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7 *sued as George Dikian*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
12 VPN.COM LLC, : Case No.: 2:22-cv-4453-AB-MAR  
13 :  
Plaintiff, : GEORGE DIKIAN’S ANSWER  
14 : AND AFFIRMATIVE DEFENSES  
15 vs. :  
16 : **DEMAND FOR JURY TRIAL**  
17 GEORGE DIKIAN, QIANG DU, :  
and JOHN DOE, :  
18 Defendants. :  
19 \_\_\_\_\_ :  
20  
21  
22  
23  
24  
25  
26

1 **DIKIAN’S ANSWER TO PLAINTIFF’S COMPLAINT**

2 The Defendant herein sued as George Dikian (“Dikian”), by and through  
3 undersigned counsel, hereby responds to the numbered allegations in Plaintiff  
4 VPN.COM LLC’s (“VPN.com” or “Plaintiff”) complaint, filed June 29, 2022  
5 (the “Complaint”), as set forth below. Unless specifically admitted, Dikian  
6 denies each and all of the allegations in Plaintiff’s Complaint.

7 1. Dikian lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
9 the allegations of this Paragraph. On information and belief, based upon the  
10 admissions in Plaintiff’s Complaint, it is Plaintiff that attempted to commit one  
11 completely fraudulent domain name transaction. Apparently blinded yet guided  
12 by nothing but greed, Plaintiff alleges that it was defrauded of some \$250,000  
13 worth of bitcoin (as of May 4, 2022 – worth about half that amount now), in the  
14 process of perpetrating its own fraud, by which Plaintiff hoped to extract a  
15 \$2,150,000 so-called “commission” as an undisclosed dual agent for both parties  
16 to the fictional transaction.

17 2. Dikian admits that Dikian is the professional alias identity of a well-  
18 known domain name investor and reseller. Dikian lacks knowledge or  
19 information sufficient to form a belief as to the truth or falsity of the remaining  
20 allegations of this Paragraph, and therefore denies the remaining allegations of  
21 this Paragraph. On information and belief, based upon reasonable investigation,  
22 the purported “escrow service” Intermediar.com was an obvious fraud that could  
23 never be trusted in any transaction. For example, the purported escrow service  
24 website contained a purported blog, with text that was simply copied and pasted  
25 from other industry websites, such as Namecheap and Dan.com. More  
26 significantly, in the website’s purported “Terms of Service”, no person or legal

1 entity was identified, the address was stated as a 14-story office building, and  
2 there was no such registered company in the Netherlands as “Intermediar.com”  
3 identified in the terms of service on the site (which also consisted of copied text  
4 from a site called Paylax). These two facts make it immediately obvious that the  
5 Intermediar.com website consisted mostly of text copied from other sites, and  
6 failed to identify any existing person or legal entity of any kind which might be  
7 held accountable. Yet, on information and belief based upon the allegations in  
8 the Complaint, Plaintiff sought to conduct a transaction worth more than \$6  
9 million through this obviously fake “escrow service.” On information and belief  
10 based upon experience in the domain name industry, such “fake escrow scams”  
11 have been perpetrated and revealed publicly many times in the industry over  
12 many years. Any purportedly professional domain name broker, as Plaintiff  
13 purports to be, would never utilize such a “new” and obviously fraudulent  
14 “escrow service” for any significant transaction.

15 3. Dikian lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
17 the allegations of this Paragraph.

18 4. Dikian denies any and all allegations against Dikian in this  
19 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
20 to the truth or falsity of the allegations of this Paragraph, and therefore denies  
21 the allegations of this Paragraph.

22 5. Dikian lacks knowledge or information sufficient to form a belief  
23 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
24 the allegations of this Paragraph.

1           6.     Dikian admits that Dikian is the professional alias identity of a well-  
2 known domain name investor and reseller. Dikian denies that Dikian resides or  
3 is domiciled in the State of California.

4           7.     Dikian lacks knowledge or information sufficient to form a belief  
5 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
6 the allegations of this Paragraph.

7           8.     Dikian lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
9 the allegations of this Paragraph.

10          9.     This Paragraph states a legal conclusion, and therefore no response  
11 is required. To the extent that a response is required, Dikian denies the  
12 allegations of this Paragraph.

13          10.    This Paragraph states a legal conclusion, and therefore no response  
14 is required. To the extent that a response is required, Dikian denies the  
15 allegations of this Paragraph.

16          11.    This Paragraph states a legal conclusion, and therefore no response  
17 is required. Dikian denies that Dikian resides in California. Dikian lacks  
18 knowledge or information sufficient to form a belief as to the truth or falsity of  
19 the remaining allegations of this Paragraph, and therefore denies the remaining  
20 allegations of this Paragraph.

21          12.    This Paragraph states a legal conclusion, and therefore no response  
22 is required. To the extent that a response is required, Dikian denies the  
23 allegations of this Paragraph.

24          13.    Dikian lacks knowledge or information sufficient to form a belief  
25 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
26 the allegations of this Paragraph.

1           14. Dikian lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
3 the allegations of this Paragraph.

4           15. Dikian lacks knowledge or information sufficient to form a belief  
5 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
6 the allegations of this Paragraph.

7           16. Dikian lacks knowledge or information sufficient to form a belief  
8 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
9 the allegations of this Paragraph.

10           17. Dikian admits that 89.com was and is owned by Dikian. Dikian  
11 lacks knowledge or information sufficient to form a belief as to the truth or  
12 falsity of the remaining allegations of this Paragraph, and therefore denies the  
13 allegations of this Paragraph.

14           18. Dikian admits that Dikian is the professional alias identity of a well-  
15 known domain name investor and reseller. Dikian admits that there are many  
16 active domain name records listing “G.Dikian@yahoo.com” as an email contact,  
17 as identified by a “reverse WHOIS” search on DomainTools. Dikian lacks  
18 knowledge or information sufficient to form a belief as to the truth or falsity of  
19 the remaining allegations of this Paragraph, and therefore denies the remaining  
20 allegations of this Paragraph.

21           19. Dikian denies that Dikian received email from Plaintiff on March  
22 8, 2022 at either of Dikian’s email addresses “G.Dikian@yahoo.com” or  
23 “George@37.net”. Dikian lacks knowledge or information sufficient to form a  
24 belief as to the truth or falsity of the remaining allegations of this Paragraph, and  
25 therefore denies the remaining allegations of this Paragraph.

26

1           20.     Dikian denies that any response was sent by Dikian from either of  
2 Dikian’s email addresses “G.Dikian@yahoo.com” or “George@37.net”. Dikian  
3 lacks knowledge or information sufficient to form a belief as to the truth or  
4 falsity of the remaining allegations of this Paragraph, and therefore denies the  
5 remaining allegations of this Paragraph.

6           21.     Dikian lacks knowledge or information sufficient to form a belief  
7 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
8 the allegations of this Paragraph. On information and belief, based upon long  
9 experience in the domain name industry, 89.com is worth far more than \$2  
10 million or \$3 million, as the numbers 8 and 9 are very significant in Chinese  
11 culture, and 89.com is one of only 99 two-digit .com domain names in existence.  
12 It is an extremely scarce and thus extremely valuable asset.

13           22.     Dikian denies that Dikian received email from Plaintiff in March  
14 2022 at either of Dikian’s email addresses “G.Dikian@yahoo.com” or  
15 “George@37.net”. Dikian denies ever having registered or used the  
16 “George.Dikian@Gmail.com” email address. Dikian lacks knowledge or  
17 information sufficient to form a belief as to the truth or falsity of the remaining  
18 allegations of this Paragraph, and therefore denies the remaining allegations of  
19 this Paragraph.

20           23.     Dikian denies that Dikian agreed on anything with Plaintiff, ever.  
21 Dikian lacks knowledge or information sufficient to form a belief as to the truth  
22 or falsity of the remaining allegations of this Paragraph, and therefore denies the  
23 remaining allegations of this Paragraph.

24           24.     Dikian lacks knowledge or information sufficient to form a belief  
25 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
26 the allegations of this Paragraph.

1           25. Dikian lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
3 the allegations of this Paragraph. On information and belief, based on long  
4 experience in the domain name industry, it is unconscionable for any domain  
5 name broker to charge a nearly 100% commission (based on the sales price) in  
6 any transaction. Typical domain name brokerage commissions for multi-million  
7 dollar transactions are in the range of 5% to 15%. Dual agency transactions such  
8 as that described by Plaintiff are highly discouraged, if not illegal. Dikian states  
9 that he has never and would never agree to any transaction proposed by a dual  
10 agent disclosing a nearly 100% commission on the sales price.

11           26. Dikian denies that Dikian insisted or agreed that any transaction be  
12 done through Intermediar, or that Dikian stated anything about bitcoin, or that  
13 Dikian stated anything to Plaintiff about any potential tax burden arising from  
14 the fictional transaction alleged by Plaintiff. Dikian denies that he has ever  
15 conducted any transaction through Intermediar. Dikian denies that he has ever  
16 owned any bitcoin or ever transacted in bitcoin. Dikian lacks knowledge or  
17 information sufficient to form a belief as to the truth or falsity of the remaining  
18 allegations of this Paragraph, and therefore denies the remaining allegations of  
19 this Paragraph. On information and belief, based upon reasonable investigation,  
20 the purported “escrow service” Intermediar.com was an obvious fraud that could  
21 never be trusted in any transaction. For example, the purported escrow service  
22 website contained a purported blog, with text that was simply copied and pasted  
23 from other industry websites, such as Namecheap and Dan.com. More  
24 significantly, in the website’s purported “Terms of Service”, no person or legal  
25 entity was identified, the address was stated as a 14-story office building, and  
26 there was no such registered company in the Netherlands as “Intermediar.com”

1 identified in the terms of service on the site (which also consisted of copied text  
2 from a site called Paylax). These two facts make it immediately obvious that the  
3 Intermediar.com website consisted mostly of text copied from other sites, and  
4 failed to identify any existing person or legal entity of any kind which might be  
5 held accountable. Yet, on information and belief based upon the allegations in  
6 the Complaint, Plaintiff sought to conduct a transaction worth more than \$6  
7 million through this obviously fake “escrow service.” On information and belief  
8 based upon a mere modicum of experience in the domain name industry, such  
9 “fake escrow scams” have been perpetrated and revealed publicly many times in  
10 the industry over many years. Any purportedly professional domain name  
11 broker, as Plaintiff purports to be, would never utilize such a “new” and  
12 obviously fraudulent “escrow service” for any significant transaction.

13 27. Dikian denies that Dikian agreed that any transaction be done  
14 through Intermediar. Dikian denies that he has ever conducted any transaction  
15 through Intermediar. Dikian lacks knowledge or information sufficient to form  
16 a belief as to the truth or falsity of the remaining allegations of this Paragraph,  
17 and therefore denies the remaining allegations of this Paragraph.

18 28. Dikian denies having had any correspondence with Plaintiff about  
19 cryptocurrency and/or Mr. Du. Dikian denies that Dikian agreed to any  
20 transaction with Plaintiff involving Intermediar, bitcoin, or otherwise. Dikian  
21 lacks knowledge or information sufficient to form a belief as to the truth or  
22 falsity of the remaining allegations of this Paragraph, and therefore denies the  
23 remaining allegations of this Paragraph.

24 29. Dikian lacks knowledge or information sufficient to form a belief  
25 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
26 the allegations of this Paragraph.



1           30.     Dikian lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
3 the allegations of this Paragraph.

4           31.     Dikian denies that Dikian emailed Plaintiff from the email address  
5 George@89.com on April 16, 2022. Dikian lacks knowledge or information  
6 sufficient to form a belief as to the truth or falsity of the remaining allegations  
7 of this Paragraph, and therefore denies the remaining allegations of this  
8 Paragraph.

9           32.     Dikian lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
11 the allegations of this Paragraph.

12           33.     Dikian denies that Dikian purported to accept any transaction  
13 through Intermediar, ever. Dikian further denies that Dikian ever registered any  
14 account with Intermediar. Dikian lacks knowledge or information sufficient to  
15 form a belief as to the truth or falsity of the remaining allegations of this  
16 Paragraph, and therefore denies the remaining allegations of this Paragraph.

17           34.     Dikian lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
19 the allegations of this Paragraph.

20           35.     Dikian admits that Dikian never transferred the 89.com domain  
21 name to Intermediar, as Dikian never agreed to any transaction through  
22 Intermediar and Dikian never agreed to sell the name to Plaintiff or anyone else.  
23 Dikian lacks knowledge or information sufficient to form a belief as to the truth  
24 or falsity of the remaining allegations of this Paragraph, and therefore denies the  
25 remaining allegations of this Paragraph.

26

1           36. Dikian denies that he provided any bitcoin wallet address to  
2 Plaintiff. Dikian states that he has never owned any bitcoin or operated any  
3 bitcoin wallet. Dikian lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the remaining allegations of this Paragraph, and  
5 therefore denies the remaining allegations of this Paragraph.

6           37. Dikian admits that 89.com was never transferred from Dikian, as  
7 Dikian never agreed to any such transfer. Dikian lacks knowledge or  
8 information sufficient to form a belief as to the truth or falsity of the remaining  
9 allegations of this Paragraph, and therefore denies the remaining allegations of  
10 this Paragraph.

11           38. Dikian lacks knowledge or information sufficient to form a belief  
12 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
13 the allegations of this Paragraph.

14           39. Dikian denies that Dikian “provided VPN with 95 additional  
15 premium domains for transacting” or that Dikian negotiated with Plaintiff about  
16 any such domains. Dikian lacks knowledge or information sufficient to form a  
17 belief as to the truth or falsity of the remaining allegations of this Paragraph, and  
18 therefore denies the remaining allegations of this Paragraph.

19           40. Dikian denies that Dikian agreed to any such transaction with Du  
20 or anyone else. Dikian lacks knowledge or information sufficient to form a  
21 belief as to the truth or falsity of the remaining allegations of this Paragraph, and  
22 therefore denies the remaining allegations of this Paragraph. On information  
23 and belief, based on long experience in the domain name industry, it is  
24 unconscionable for any domain name broker to charge more than 50%  
25 commission (based on the sales price) in any transaction. Typical domain name  
26 brokerage commissions for multi-million dollar transactions are in the range of

1 5% to 15%. Dual agency transactions such as that described by Plaintiff are  
2 highly discouraged, if not illegal. Dikian states that he has never and would  
3 never agree to any transaction proposed by a dual agent disclosing a greater than  
4 50% commission on the sales price.

5 41. Dikian admits that Escrow.com is one of the world's largest and  
6 most reputable online escrow services. Dikian denies that Dikian arranged or  
7 agreed to any such transaction with Du or anyone else. Dikian lacks knowledge  
8 or information sufficient to form a belief as to the truth or falsity of the remaining  
9 allegations of this Paragraph, and therefore denies the remaining allegations of  
10 this Paragraph.

11 42. Dikian denies that Dikian sent any such video to Plaintiff on May  
12 1, 2022, or ever. Dikian lacks knowledge or information sufficient to form a  
13 belief as to the truth or falsity of the remaining allegations of this Paragraph, and  
14 therefore denies the remaining allegations of this Paragraph.

15 43. Dikian lacks knowledge or information sufficient to form a belief  
16 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
17 the allegations of this Paragraph.

18 44. Dikian lacks knowledge or information sufficient to form a belief  
19 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
20 the allegations of this Paragraph.

21 45. Dikian lacks knowledge or information sufficient to form a belief  
22 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
23 the allegations of this Paragraph.

24 46. Dikian denies that Dikian agreed to any terms of such transaction  
25 through Escrow.com or otherwise. Dikian lacks knowledge or information  
26

1 sufficient to form a belief as to the truth or falsity of the allegations of this  
2 Paragraph, and therefore denies the allegations of this Paragraph.

3 47. Dikian lacks knowledge or information sufficient to form a belief  
4 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
5 the allegations of this Paragraph.

6 48. Dikian lacks knowledge or information sufficient to form a belief  
7 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
8 the allegations of this Paragraph.

9 49. Dikian lacks knowledge or information sufficient to form a belief  
10 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
11 the allegations of this Paragraph.

12 50. Dikian lacks knowledge or information sufficient to form a belief  
13 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
14 the allegations of this Paragraph.

15 51. Dikian denies that he has ever owned any bitcoin, transacted in  
16 bitcoin, or operated any bitcoin wallet. Dikian lacks knowledge or information  
17 sufficient to form a belief as to the truth or falsity of the remaining allegations  
18 of this Paragraph, and therefore denies the remaining allegations of this  
19 Paragraph.

20 52. Dikian denies that Dikian ever received any bitcoin, or confirmed  
21 receipt of any bitcoin. Dikian lacks knowledge or information sufficient to form  
22 a belief as to the truth or falsity of the remaining allegations of this Paragraph,  
23 and therefore denies the remaining allegations of this Paragraph.

24 53. Dikian lacks knowledge or information sufficient to form a belief  
25 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
26 the allegations of this Paragraph.

1           54. Dikian lacks knowledge or information sufficient to form a belief  
2 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
3 the allegations of this Paragraph.

4           55. Dikian lacks knowledge or information sufficient to form a belief  
5 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
6 the allegations of this Paragraph.

7           56. Dikian admits that on May 11, 2022, Dikian notified Plaintiff by  
8 email from the email address G.Dikian@Yahoo.com, that the purported 89.com  
9 transaction was not initiated nor agreed by Dikian, and that Dikian did not  
10 receive any bitcoin from Plaintiff. Dikian lacks knowledge or information  
11 sufficient to form a belief as to the truth or falsity of the remaining allegations  
12 of this Paragraph, and therefore denies the remaining allegations of this  
13 Paragraph.

14           57. Dikian lacks knowledge or information sufficient to form a belief  
15 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
16 the allegations of this Paragraph.

17           58. Dikian lacks knowledge or information sufficient to form a belief  
18 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
19 the allegations of this Paragraph.

20           59. Dikian lacks knowledge or information sufficient to form a belief  
21 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
22 the allegations of this Paragraph.

23           60. Dikian lacks knowledge or information sufficient to form a belief  
24 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
25 the allegations of this Paragraph.  
26

1           61. Dikian denies that he ever owned any bitcoin, transacted in bitcoin,  
2 or operated any bitcoin wallet. Dikian lacks knowledge or information sufficient  
3 to form a belief as to the truth or falsity of the remaining allegations of this  
4 Paragraph, and therefore denies the remaining allegations of this Paragraph.

5           62. Dikian lacks knowledge or information sufficient to form a belief  
6 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
7 the allegations of this Paragraph.

8           63. Dikian lacks knowledge or information sufficient to form a belief  
9 as to the truth or falsity of the allegations of this Paragraph, and therefore denies  
10 the allegations of this Paragraph.

11           64. Dikian admits that 89.com was never transferred from Dikian's  
12 registrar, as Dikian never agreed to any such transfer. Dikian lacks knowledge  
13 or information sufficient to form a belief as to the truth or falsity of the remaining  
14 allegations of this Paragraph, and therefore denies the remaining allegations of  
15 this Paragraph.

16           65. Dikian realleges and incorporates by reference the preceding  
17 paragraphs set forth above as if fully stated under this claim.

18           66. Dikian denies any and all allegations against Dikian in this  
19 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
20 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
21 denies the remaining allegations of this Paragraph.

22           67. Dikian denies any and all allegations against Dikian in this  
23 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
24 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
25 denies the remaining allegations of this Paragraph.

26

1           68. Dikian denies any and all allegations against Dikian in this  
2 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
3 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
4 denies the remaining allegations of this Paragraph.

5           69. Dikian denies any and all allegations against Dikian in this  
6 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
7 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
8 denies the remaining allegations of this Paragraph.

9           70. Dikian denies any and all allegations against Dikian in this  
10 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
11 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
12 denies the remaining allegations of this Paragraph.

13           71. Dikian denies any and all allegations against Dikian in this  
14 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
15 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
16 denies the remaining allegations of this Paragraph.

17           72. Dikian denies any and all allegations against Dikian in this  
18 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
19 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
20 denies the remaining allegations of this Paragraph.

21           73. Dikian denies any and all allegations against Dikian in this  
22 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
23 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
24 denies the remaining allegations of this Paragraph.

25           74. Dikian denies any and all allegations against Dikian in this  
26 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as

1 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
2 denies the remaining allegations of this Paragraph.

3 75. Dikian realleges and incorporates by reference the preceding  
4 paragraphs set forth above as if fully stated under this claim.

5 76. Dikian denies any and all allegations against Dikian in this  
6 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
7 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
8 denies the remaining allegations of this Paragraph.

9 77. Dikian denies any and all allegations against Dikian in this  
10 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
11 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
12 denies the remaining allegations of this Paragraph.

13 78. Dikian denies any and all allegations against Dikian in this  
14 Paragraph. Dikian denies that “Intermediar remains up and continues to appear  
15 as a legitimate business and online escrow service.” Dikian lacks knowledge or  
16 information sufficient to form a belief as to the truth or falsity of the remaining  
17 allegations of this Paragraph, and therefore denies the remaining allegations of  
18 this Paragraph.

19 79. Dikian denies that he ever requested or accepted payment through  
20 use of the Bitcoin Lightning network. Dikian denies any and all other allegations  
21 against Dikian in this Paragraph. Dikian lacks knowledge or information  
22 sufficient to form a belief as to the truth or falsity of the remaining allegations  
23 of this Paragraph, and therefore denies the remaining allegations of this  
24 Paragraph.

25 80. Dikian denies any and all allegations against Dikian in this  
26 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as



1 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
2 denies the remaining allegations of this Paragraph.

3 81. Dikian denies any and all allegations against Dikian in this  
4 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
5 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
6 denies the remaining allegations of this Paragraph.

7 82. Dikian denies any and all allegations against Dikian in this  
8 Paragraph. Dikian lacks knowledge or information sufficient to form a belief as  
9 to the truth or falsity of the remaining allegations of this Paragraph, and therefore  
10 denies the remaining allegations of this Paragraph.

11 **ANSWER TO PRAYER FOR RELIEF**

12 Dikian denies that Plaintiff is entitled to any of the relief prayed for, or  
13 any relief whatsoever.

14 **DIKIAN'S AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**

16 **(Unclean Hands)**

17 Dikian alleges that Plaintiff's claims are barred by the doctrine of unclean  
18 hands.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(Waiver)**

21 Dikian alleges that Plaintiff has waived any and all rights or claims it had,  
22 or may have had, against Dikian by its conduct, errors, and omissions.

23 **THIRD AFFIRMATIVE DEFENSE**

24 **(Consent/Ratification/Acquiescence)**

25 Dikian alleges that Plaintiff consented to, ratified, and or acquiesced in  
26 the matters of the underlying Complaint, barring Plaintiff from any recovery.

**FOURTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

Dikian alleges that Plaintiff's claims are barred in whole or in part by Plaintiff's failure to mitigate damages, if any.

**FIFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

Dikian alleges that Plaintiff is estopped from asserting any and all rights or claims it had, or may have had, against Dikian by Plaintiff's conduct, errors, and omissions.

**SIXTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

Dikian alleges that any conduct averred by Plaintiff to constitute wrongful acts, if any such occurred, were undertaken by Dikian in good faith, for valid and legitimate purposes, and pursuant to the exercise of good and reasonable judgment.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Innocent Intent)**

Dikian alleges that Plaintiff's damages, if any, are limited and/or excused by Dikian's innocent intent.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Lack of Damages)**

Dikian alleges that Plaintiff did not sustain any cognizable damages, whatsoever, and did not sustain any damages from any act or omission attributable to Dikian.

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**NINTH AFFIRMATIVE DEFENSE**

**(Unjust Enrichment)**

Dikian alleges that any relief as requested by Plaintiff in its Complaint, or any relief whatsoever, would amount to unjust enrichment and is therefore barred.

**TENTH AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

Dikian alleges that Plaintiff’s allegations fail to state a claim upon which relief can be granted.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Fivolous Claims)**

Dikian alleges that each and every cause of action stated in Plaintiff’s Complaint is not brought in good faith, but for an improper purpose, and is brought without reasonable cause, and is frivolous in nature, thereby subjecting Plaintiff and/or Plaintiff’s counsel to the imposition of sanctions pursuant to Rule 11 of the Federal Rules and/or the Court’s inherent powers.

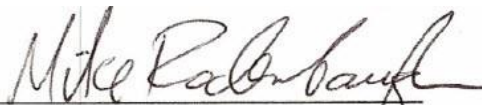
**DEMAND FOR JURY TRIAL**

Dikian respectfully requests trial by jury, for all issues so triable.

Respectfully submitted,

**RODENBAUGH LAW**

Dated: December 9, 2022

By: 

Michael L. Rodenbaugh (SBN 179059)  
RODENBAUGH LAW  
548 Market Street - Box 55819

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*Attorneys for Defendant sued as George Dikian*