

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

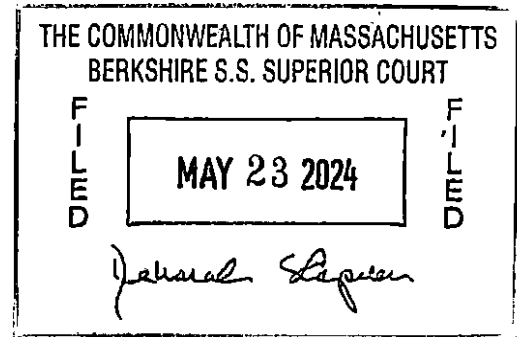
BERKSHIRE, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2376CV00175

LAURA PRATT,
Plaintiff

v.

KERRY RAHEB, RENEE HOUSTON and
INDICA, LLC d/b/a INDICA CANNABIS,
Defendants



ANSWER AND COUNTERCLAIM

The above-named Defendants hereby Answer the Complaint as follows:

1. Defendants are without sufficient knowledge to admit or deny the allegations in paragraph 1 of the Complaint.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Denied, only Raheb directs, formulates, and determines the financial affairs of Indica.

10. Admitted.
11. Denied, Plaintiff worked for Indica, LLC from May 26, 2023 through June 10, 2023 and again from June 21, 2023 through July 14, 2023.
12. Denied, the Plaintiff terminated her employment on June 10, 2023 because she was available to work full-time and when she returned on June 21, 2023, she was re-hired as a part-time manager and had agreed upon a pay rate of \$22.00 per hour.
13. Denied.
14. Denied.
15. Denied.
16. Admitted in part and Denied in part. The May 16, 2023 check to the Plaintiff was an advance not a payroll check.
17. No answer required.
18. Defendants admit that a check in the amount of \$300.00 was given to Plaintiff at her request and then deposited in Plaintiff's own account. Defendants deny that \$300.00 was given back to Defendant Raheb.
19. Admitted.
20. Denied, the Plaintiff was paid in full for the hours she worked.
21. No answer required.
22. No answer required.
23. Defendants neither admit nor deny the allegations set forth in Para. 23 of Plaintiff's complaint and leave Plaintiff to proof of the same.
24. No answer required.

- 25. Denied.
- 26. No answer required.
- 27. Denied.
- 28. Denied.

AFFIRMATIVE DEFENSE I

In further answering, the Defendants state that the complaint fails to state a claim upon which relief can be granted.

AFFIRMATIVE DEFENSE II

In further answering, the Defendants state that Plaintiff's claims are barred due to lack of jurisdiction over the subject matter of the action.

AFFIRMATIVE DEFENSE III

In further answering, the Defendants state the Plaintiff failed to perform her obligations pursuant to the Agreement and understanding of the parties faithfully with the Defendants and in consequence of that failure, the Defendants have sustained expense, loss and damage.

AFFIRMATIVE DEFENSE IV

In further answering, the Defendants state that if there was an agreement between the Plaintiff and Defendants, it was breached by Plaintiff and Plaintiff is therefore not entitled to prevail in this action.

AFFIRMATIVE DEFENSE V

In further answering, the Defendants state that if the Plaintiff suffered injuries or damages as alleged in Plaintiff's complaint, such injuries or damages were caused by the Plaintiff's own conduct and/or the conduct and action of his agents, servants and employees or other person whose conduct Plaintiff is legally responsible, and thus Plaintiff is estopped to recover any judgment against the Defendants.

AFFIRMATIVE DEFENSE VI

In further answering, the Defendants state that if the Plaintiff suffered injuries or damages as alleged in Plaintiff's complaint, such injuries or damages were caused by someone for whose conduct the Defendants were not, and is not, legally responsible.

AFFIRMATIVE DEFENSE VII

In further answering, the Defendants state that Plaintiff's claims are barred due to the applicable statute of limitations.

AFFIRMATIVE DEFENSE VIII

The Defendants reserves the right to add such other affirmative defenses as may become apparent as a result of further proceedings in this matter.

AFFIRMATIVE DEFENSE IX

In further answering, the Defendants state that Plaintiff's claims are barred by the Doctrine of Laches or any relevant Statute of Repose.

AFFIRMATIVE DEFENSE X

In further answering, the Defendants state that Plaintiff's claims are precluded by principles of claim preclusion, issue preclusion and res judicata and as there is a prior action pending in another court having jurisdiction over the same.

COUNTERCLAIM

1. Plaintiff-in-Counterclaim Kerry Raheb is an individual with an address of 1172 Bluestone Road, Bennington, Vermont ("Raheb").
2. Plaintiff-in-Counterclaim Indica LLC d/b/a Indica Cannabis is a Massachusetts Liability Company with a business address of 127 Columbia Street, Adams, Massachusetts ("Indica" and together with Raheb, the "Plaintiffs-in-Counterclaim").
3. Defendant-in-Counterclaim Laura Pratt is an individual with an address of

75 Depot Street, Cheshire, Massachusetts ("Pratt").

4. On or about May 26, 2023, Pratt was issued a Lenovo, 3050U laptop in order to perform her duties at Indica.
5. Indica paid \$599.00 to purchase the laptop.
6. On or about May 26, 2023, Pratt was provided with a red iPhone 14 in order to perform her duties at Indica.
7. Indica paid \$999.00 for the iPhone 14.
8. To date Pratt has not returned either the Lenovo laptop or the iPhone 14.
9. Demand was made upon Pratt and is hereby made again to return both the Lenovo laptop and iPhone 14.

COUNT I
CONVERSION

10. Plaintiffs-in-Counterclaim repeats and re-alleges every allegation set forth in Paragraphs 1 through 9 as more fully set forth herein.
11. By failing to return the Lenovo laptop and iPhone 14, Pratt has converted the property of Indica.

WHEREFORE, Plaintiffs-in-Counterclaim demands judgment against Defendant-in-Counterclaim in an amount yet to be determined together with interest and costs of this action.

COUNT II
REPLEVIN

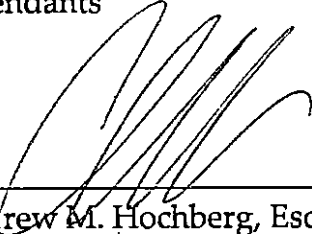
12. Plaintiffs-in-Counterclaim repeats and re-alleges every allegation set forth in Paragraphs 1 through 11 as more fully set forth herein.
13. Pratt has failed to return the property of Indica including the Lenovo laptop and iPhone 14.

14. In the event Pratt still retains possession of these items, Plaintiffs-in-Counterclaim demand return of the same.

WHEREFORE, Plaintiffs-in-Counterclaim demands judgment against Defendant-in-Counterclaim in an amount yet to be determined together with interest and costs of this action.

Respectfully Submitted,
KERRY RAHEB, RENEE HOUSTON AND
INDICA LLC D/B/A INDICA CANNABIS,
Defendants

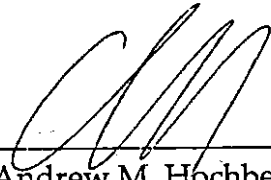
Dated: May 23, 2024

By 

Andrew M. Hochberg, Esquire
Martin Hochberg & Cianflone, PLLP
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BBO# 542108

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon [each party appearing pro se] [the attorney of record of each (other) party] by mail (by hand) on May 23, 2024.



Andrew M. Hochberg, Esquire