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3 Attorney for MISS MIDDLE EAST BEAUTY PAGEANT, Inc., a California Non-
4 Profit Corporation; BESSMON KALASHO, an individual; JESSICA KALASHO,
an individual; BESSMON KALASHO and JESSICA KALASHO, a married couple,
5 dba “Miss Middle East U.S.A. Beauty Pageant”; MIDDLE EASTERN CHAMBER
OF COMMERCE (fka SAN DIEGO EAST COUNTY CHILDEAN AMERICAN
6 CHAMBER OF COMMERCE), a suspended California non-profit corporation;
DOES 1 – 10, inclusive.
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DISTRICT**

10 ZHALA TAWFIQ, LINA CHARRY,
11 PARIS KARGAR, 3 BROTHERS TACO
SHOP, INC., dba TRES TAQUERIA

12
13 Plaintiffs,
14 vs.

15 Defendants.

16 MISS MIDDLE EAST BEAUTY
PAGEANT, Inc., a California Non-Profit
17 Corporation; BESSMON KALASHO, an
individual; JESSICA KALASHO, an
18 individual; BESSMON KALASHO and
JESSICA KALASHO, a married couple, dba
19 “Miss Middle East U.S.A. Beauty Pageant”;
MIDDLE EASTERN CHAMBER OF
20 COMMERCE (fka SAN DIEGO EAST
COUNTY CHILDEAN AMERICAN
21 CHAMBER OF COMMERCE), a
suspended California non-profit corporation;
22 DOES 1 – 10, inclusive.

23 -----
24 ABOVE-INDICATED DEFENDANTS,

25 Cross-Complainants,

26 vs.

27 ABOVE-INDICATED PLAINTIFFS,

28 Cross-Defendants.

CASE NO.: 37-2017-00019692-
CU-FR-CTL

[IMAGED FILE]

**CROSS-COMPLAINT OF
DEFENDANTS FOR:**

1. **BREACH OF CONTRACT**
2. **BREACH OF THE
IMPLIED COVENANT OF
GOOD FAITH AND FAIR
DEALING**
3. **INTENTIONAL
INFLICTION OF
EMOTIONAL DISTRESS**
4. **CYBER HARASSMENT**
5. **DEFAMATION PER SE**
6. **INTENTIONAL
INTERFERENCE WITH
CONTRACTUAL
RELATIONS**
7. **INTENTIONAL
INTERFERENCE WITH
PROSPECTIVE
ECONOMIC RELATIONS**

[Assigned to Hon. Jeffery Barton.]

**[Filed concurrently with
Defendants’ Answer]**

1 Defendants', for their cross-complaint against Plaintiffs', allege as follows:

2 **I. INTRODUCTION**

3 **SUMMARY OF PERTINENT FACTS &**
4 **GENERAL OR FACTUAL ALLEGATIONS**

5 **A. PLAINTIFF ZHALA TAWFIQ**

6 1. On May 22, 2016, Plaintiff Zhala Tawfiq signed a contract presented to her
7 by Defendants on behalf of the "Miss Middle East Beauty Pageant USA, Inc.",
8 which outlined the various duties the winner (in this case, Plaintiff Tawfiq) would
9 be obligated to perform in order to promote the pageant, promote themselves, as
10 well as promote the Middle East culture. During the pageant's orientation session,
11 all contestants are briefed on what is expected from them, before, during and after
12 the pageant – if they are, indeed, crowned the Queen. Plaintiff Tawfiq's "bait-and-
13 switch" allegation is unfounded, as she did, indeed, willingly sign the "Pageant
14 Winner Contract Agreement" on May 22, 2016. (Notably, none of the previous
15 pageant Queens claimed they had been victimized by a "bait-and-switch" tactic.
16 All the previous Queens simply followed through with their stated obligations –
17 among them, to help promote the pageant, as requested, through the duration of
18 their reign, by posting on their social media sites, at the direction of Defendant
19 Jessica Kalasho, as well as attending certain planned social functions).

20 2. Ultimately, Plaintiff Tawfiq was crowned the 2016 Queen of the
21 aforementioned pageant, and held the crown for 10 months, but failed to perform
22 her various duties toward the end of her reign as a presiding Queen, per the terms of
23 the "Pageant Winner Contract Agreement." Therefore, because of her willful
24 breach, Defendants rightfully withheld the third payment of \$666.66, which would
25 have been provided to Plaintiff Tawfiq had she simply fulfilled her stated
26 contractual duties, for a mere 2 more months. Plaintiff Tawfiq received two (2)
27 payments in the amount of \$666.66 from the pageant, before the third check was
28 rightfully withheld. Perhaps Plaintiff Zawfiq might have simply felt she had
already benefitted enough from the pageant in that her Instagram account, based on
her being voted the 2016 Queen, grew from about 400 followers to over 20,000

1 followers. Toward the end of her reign as Queen, according to Defendant Jessica
2 Kalasho, Plaintiff Tawfiq became uninterested, detached and claimed that she had
3 already done enough for the pageant, fulfilling her obligation.

4 3. After Plaintiff Tawfiq was crowned the Queen of said pageant, she was
5 presented with a crown, sash, trophy and an oversized \$2,000.00 check, the same
6 kind of oversized check the winner of a professional golf tournament receives on
7 Sunday. To label such a check “a complete farce,” as stated in Plaintiffs’ First
8 Amended Complaint, defies common-sense – of course, an “oversized” check is
9 not a real check. Additionally, the pageant’s 2016 orientation materials clearly
10 stated that the prize money would be paid in three (3) equal payments. How is it
11 that Plaintiff Tawfiq misunderstood this written proclamation, in a material she was
12 personally provided, and thought she would receive the entire \$2,000.00 prize
13 money in one upfront lumpsum?

14 4. Eventually, Plaintiff Tawfiq spoke to the media about her experience with the
15 pageant, where she mentioned, among other things, to the *San Diego Reader*, that
16 (i) the “Miss Middle East Beauty Pageant U.S.A., Inc.” was a fraud and (ii) she had
17 discovered a fake Instagram account, which featured falsified nude photos of her,
18 strongly implying that Defendants likely did the Instagram posting. In fact, the
19 click-bait article was headlined, “Beauty pageant run by El Cajon councilmember
20 said to be a fraud.” In the same article, Plaintiff Tawfiq’s attorney made it
21 unambiguously clear, through a prepared statement, that Defendant (when said
22 article was written, Bessmon Kalasho was the only named Defendant) “falsified
23 nude images purporting to be Ms. Tawfiq.” Yet, interestingly, in Plaintiffs’ First
24 Amended Complaint, the alleged wrongdoer is now an unknown DOE.

25 5. Perhaps, however, the individual who posted the supposed falsified nude
26 pictures of Plaintiff Zawfiq was someone of her own culture, who took exception
27 with her holding the Kurdish flag upside down at the pageant, which is a well-
28 known demonstration of disrespect to one’s country. And the situation wasn’t

1 made any better when Plaintiff Zawfiq, against the sage advice of Defendant
2 Bessmon Kalasho who knew how to diffuse the matter, posted (not necessarily
3 verbatim), “So, I held the flag upside down. What’s the big deal?” Collectively,
4 Plaintiff Zawfiq’s action of holding her country’s flag upside down and her
5 subsequent cavalier statement thereto could have certainly irked and, perhaps,
6 created an unknown enemy within her own culture. Therefore, the culprit was not
7 necessarily one of the named Defendants, as Plaintiffs’ First Amended Complaint
8 more than infers, or anyone acting on Defendant’s behalf, or, possibly, any of the
9 DOES. Because of her actions with her country’s flag, it is well-known Plaintiff
10 Tawfiq received death threats. It’s perplexing why Plaintiff Tawfiq hasn’t blamed
11 Defendant Bessmon Kalasho for the death treats she received, even though
12 Defendant Bessmon Kalasho told Plaintiff Zawfiq exactly what to say in order to
13 diffuse the flag-held-upside-down matter.

14 6. Plaintiff Tawfiq is seeking actual damages, general damages and punitive
15 damages, even though she breached the “Pageant Winner Contract Agreement,” as
16 well as made a defamatory comment to the *San Diego Reader*, by more than merely
17 implying Defendant Bessmon Kalasho created a fake Instagram account in order to
18 post the noted nude images of her.

19 **B. PLAINTIFF LINA CHARRY**

20 7. To say that there is bad-blood between Plaintiff Charry, a California-licensed
21 attorney, and Defendants would be an understatement. In fact, Plaintiff Charry had
22 this to post (or message, via Facebook, to a named judge of the pageant) about
23 Defendant Bessmon Kalasho: “You might want to reconsider Judging at this
24 pageant. It’s run by a fraud who uses and exploits girls.” Additionally, in
25 Plaintiffs’ First Amended Complaint, it is pointed out that Plaintiff Charry
26 successfully advocated claims against Defendant Bessmon Kalasho for fraud and
27 for property damage, without articulating the underlying facts and circumstances of
28 the supposedly “successful” claims. For example, (1) The fraud case, grounded in

1 the sale of a gas station, was settled for approximately \$10,000.00, when
2 \$600,000.00 was at-issue, and when Defendant Bessmon Kalasho, admittedly,
3 simply made a business blunder in an effort to help his family; and (2) the property
4 damage claim stemmed from an employee of the Kalasho's accidentally running his
5 vehicle into a fence on property owned by Plaintiff Charry and/or her family, where
6 liability was clear and indisputable. Significantly, Plaintiff Charry wasn't the
7 handling attorney on any of those matters, though she indicates otherwise on
8 Facebook: "I have a judgement for fraud against [Defendant Bessmon Kalasho] ..."

9 8. Plaintiff Charry's use of Facebook as a weapon to destroy Defendant
10 Bessmon Kalasho's reputation and standing in a community that he deeply cares
11 for, amounts to an obsessive fixation on the part of Plaintiff Charry: (1) "If he
12 thinks anyone is going to call out whoever is taking his signs [down], he is dead
13 wrong. It's [Bessmon Kalasho] vs. OUR COMMUNITY, and this time, WE
14 WIN!" (*Punctuation error corrected*); (2) "NEW POLL: [S]ince Ben Kalasho loves
15 polls; has Ben Kalasho been held liable for fraud? Yes or no? For those answering
16 in the latter, please take a look at my Judgment below. I have kept this to myself
17 for far too long. A fraud is a fraud. Jury verdict is in, Ben Kalasho was found
18 liable for FRAUD! Still want to elect him? ENOUGH IS ENOUGH." (*Emphasis
19 added. Grammar errors corrected.*); (3) "NEW POLL: Is Bessmon Kalasho a
20 consistent liar? Answer should be in the affirmative [happy face inserted] Let's see
21 here [happy face inserted] Take a look at the Californian's interview of Bessmon
22 this month. Okay, so he's consistent about his lie re: attending UCSD, that never
23 happened. But what's more exciting is he considering himself to be a 'leader in our
24 community for 12 years ...'" (*Grammar and punctuation errors corrected*); and (4)
25 "I keep telling myself to stop posting polls, but it's addicting [happy face inserted]
26 Ok, new poll! As of today, Bessmon's precious "Chamber" is on suspension by the
27 Franchise Tax Board, any guess why? [happy face inserted] A) Failure to file SOI
28 [Statement of Intent]; B) failure to pay the amount due and/or C) failure to file past-
due returns?" (*Grammar errors corrected*).

1 9. As to the “Chamber’s” suspension, Defendant Bessmon Kalasho simply
2 abandoned the “Chamber,” as he was no longer interested in the name. And, it is
3 well-known that a business can be suspended by the Franchise Tax Board for
4 reasons other than pecuniary ones. Most of the time, the reason for suspending a
5 business is for improper filings of requisite paperwork. (See, “What to do if your
6 California Company is Suspended or Forfeited,” by Attorney Kristina M. Reed).
7 Yet, Plaintiff Charry is doing nothing with such a nonsensical posting, other than
8 painting Defendant Bessmon Kalasho as a dead-beat businessman or person.

9 10. Plaintiff Charry, like 3 Brothers Taco Shop, claims she was victimized by a
10 “Best-Lawyer” poll conducted by Defendant Middle Eastern Chamber of
11 Commerce, where Plaintiff Charry had “[scored] the lowest in all categories.” Of
12 course, yet again, according to Plaintiffs, the poll was fabricated and some of the
13 voters were using fake Facebook profiles created by Defendants in order to
14 supposedly defame Plaintiff Charry in an act of retaliation for her incessant use of
15 Facebook to harass, disparage and defame Defendant Bessmon Kalasho. (No proof
16 has arisen yet.) Additionally, another fake Facebook profile, supposedly created by
17 Defendants, of course, posted that Plaintiff Charry had been seen performing
18 fellatio in public. (No proof has arisen yet.)

19 11. While Plaintiff’s First Amended Complaint states that Plaintiff Charry
20 became a target of Defendants, it does, indeed, seem as if Defendant Bessmon
21 Kalasho has, instead, become a target of Plaintiff Charry, especially since she
22 posted (or messaged) about Defendant Bessmon Kalasho, among the other
23 disparaging things set forth above: “[He’s] ... a fraud who uses and exploits girls.”
24 Plaintiff Charry’s use of the phrase “exploits girls” easily implies pedophilia or
25 statutory rape, as “girls” are typically minors who have not yet reached the age of
26 majority. A California-licensed attorney should certainly know the difference
27 between a “girl” and a “woman,” and the obvious implications arising from the use
28 of the phrase “exploits girls.”

1 12. Notably, a few years ago, Plaintiff Charry desired to participate in the
2 pageant, but both Defendant Bessmon Kalasho and Defendant Jessica Kalasho
3 politely declined, because, in the words of Defendant Bessmon Kalasho, “Her
4 reputation preceded herself. That’s why. We wanted nothing to do with Lina
5 Charry.”

6 13. Plaintiff Charry is seeking actual damages, general damages and punitive
7 damages, despite the harm she has perpetrated on Defendant Bessmon Kalasho, as
8 well as his wife, Defendant Jessica Kalasho, who undoubtedly reads, or hears from
9 her husband, the petty, malicious and defamatory nonsense posted against and
10 about her husband, by California-licensed attorney, Plaintiff Charry.

11 **C. PLAINTIFF PARIS KARGAR**

12 14. Plaintiff Kargar’s allegations against Defendant Bessmon Kalasho are,
13 indeed, serious, but likely fabricated, given the source. Apparently, Plaintiff Karger
14 alleges that Defendant Bessmon Kalasho “required every contestant to go into a
15 room alone with him for a taped interview.” During the supposed interview,
16 Plaintiff Kargar alleges that Defendant Bessmon Kalasho whispered in her ear that
17 “[she] was so hot ... that he couldn’t take his eyes off of her.” (Not true, on any
18 level, as no pageant contestant is ever in a room alone with Defendant Bessmon
19 Kalasho. It is an unspoken pageant policy, to safeguard against false allegations –
20 like the ones being lodged by Plaintiff Kargar – as well as to avoid any appearance
21 of impropriety, which, incidentally is why Defendant Bessmon Kalasho (and his
22 wife, Defendant Jessica Kalasho) purposely recuses himself from acting as a
23 pageant judge.)

24 15. Additionally, Plaintiff Kargar stated that she was shocked, appalled and
25 humiliated when Defendant Bessmon Kalasho stated, during a particular pageant
26 rehearsal, “Your boobs are moving too much. Do it again.” Plaintiff Kargar took
27 this comment completely out-of-context and severely overreacted. Defendant
28 Bessmon Kalasho, as did other pageant staff at the very same time, was merely

1 telling Plaintiff Kargar the correct and classy way to walk down the runway,
2 without bouncing her breasts up and down in an attention-seeking manner.

3 16. Plaintiff Kargar eventually alleges that Defendant Bessmon Kalasho offered
4 to crown her Queen in exchange for sexual intercourse, but Plaintiff Kargar
5 declined the supposed offer. As a result of her declining Defendant Bessmon
6 Kalasho's offer, Plaintiff Kargar alleges that the results of the pageant were fixed
7 against her (as if she was a sure-thing Queen-to-be). And, Plaintiff Kargar claims
8 (falsely) that she was named 4th place runner up, even though the pageant has never
9 bestowed such a designation on any contestant, ever.

10 17. Surprisingly, after what Plaintiff Kargar allegedly experienced, including a
11 supposed offer of sexual intercourse for the crown, she later attended a function
12 hosted by both Defendant Bessmon Kalasho and Defendant Jessica Kalasho.

13 18. Significantly, Plaintiff Karger sent a text to a third-party that stated she
14 wanted to be Defendant Bessmon Kalasho's wife and take Defendant Jessica
15 Kalasho's place.

16 19. Lastly, as this Cross-Complaint is being finalized, Defendants' have received
17 notice from other contestants that Plaintiff Karger is contacting them in order to
18 sway them her way. Far from surprising, considering who two (2) of her co-
19 plaintiffs are – members of the club, "We Are Going to Make Ben Kalasho's Life,
20 As Well As the Life of His Wife, Miserable."

21 **D. PLAINTIFF 3 BROTHERS TACO SHOP, INC., DBA TRES**
22 **TAQUERIA**

23 20. Allegedly, two (2) days after an associate of the Kalasho's, Mr. Louis Jabaro,
24 was denied by the principle of 3 Brothers Taco Shop, Mr. Durad Hallak, to post
25 campaign signs on behalf of Defendant Bessmon Kalasho, Defendant Middle
26 Eastern Chamber of Commerce posted on its Facebook page a poll seeking votes
27 for "The Best Mexican Food in El Cajon Contest." Of course, according to
28 Plaintiffs, the poll was "fabricated" and some of the voters were using fake

1 Facebook profiles created by Defendants in order to supposedly defame the
2 restaurant in an act of retaliation, as the restaurant scored very low in the polls and
3 garnered more than a few negative comments against it. But, it is hard to imagine
4 that only one El Cajon business denied the posting of campaign signs on behalf of
5 Defendant Bessmon Kalasho. So, where are the other “fabricated” polls targeting
6 other El Cajon businesses that denied the posting of campaign signs on behalf of
7 Defendant Bessmon Kalasho?

8 21. Plaintiff 3 Brothers Taco Shop is seeking actual damages, general damages
9 and punitive damages, on the mere circumstantial speculation that the “fabricated”
10 poll was created by Defendant Bessmon Kalasho and/or Defendant Jessica Kalasho,
11 or by someone on their behalf.

12 **II. THE PARTIES**

13 22. Cross-Complainants are MISS MIDDLE EAST BEAUTY PAGEANT, Inc.,
14 a California Non-Profit Corporation; BESSMON KALASHO, an individual;
15 JESSICA KALASHO, an individual; BESSMON KALASHO and JESSICA
16 KALASHO, a married couple, dba “Miss Middle East U.S.A. Beauty Pageant”;
17 MIDDLE EASTERN CHAMBER OF COMMERCE (fka SAN DIEGO EAST
18 COUNTY CHILDEAN AMERICAN CHAMBER OF COMMERCE), a suspended
19 California non-profit corporation; DOES 1 – 10, inclusive. Overall, the stated
20 mission of the “MISS MIDDLE EAST BEAUTY PAGEANT” is to empower
21 Middle Eastern women.

22 23. Cross-Defendants are, upon information and beliefs, ZHALA TAWFIQ, an
23 individual; LINA CHARRY, an individual and California-licensed attorney; PARIS
24 KARGAR, an individual; and 3 BROTHERS TACO SHOP, INC., dba TRES
25 TAQUERIA.

26 ///

27 ///

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1 **III. CAUSES OF ACTION**

2 **A. AS TO PLAINTIFF ZHALA TAWFIQ**

3 24. Defendants’ re-allege and incorporate by reference all of the allegations,
4 general or factual, set forth in all of the preceding paragraphs, as to Plaintiff
5 Tawfiq.

6 **1. Breach of Contract**

7 25. California Civil Code section 1549 provides: “A contract is an agreement to
8 do or not to do a certain thing.” Courts have defined the term as follows: “A
9 contract is a voluntary and lawful agreement, by competent parties, for a good
10 consideration, to do or not to do a specified thing.” (*See, Robinson v. Magee*
11 (1858) 9 Cal. 81, 83). Additionally, a cause of action for breach of contract must
12 include the following: (1) the existence of a contract; (2) [Cross-Defendant’s]
13 performance or excuse for non-performance; (3) [Cross-Defendant’s] breach; and
14 (4) damages to [Cross-Complainant] therefrom. (*See, Acoustics, Inc. v. Trepte*
15 *Construction Co.* (1971) 14 Cal.App.3d 887, 913 [92 Cal.Rptr. 723].)

16 26. Here, (i) the “Pageant Winner Contract Agreement,” executed on May 22,
17 2016, proves the existence of a contract, as do the two (2) \$666.66 payments made
18 by Defendants’ to Plaintiff Tawfiq; (ii) Plaintiff Tawfiq had no excuse for her non-
19 performance (nor had her performance been discharged); (iii) the contract was
20 breached by Plaintiff Tawfiq by not performing her duties, as the reigning Queen,
21 toward the end of her tenure; and (iv) Defendants’ suffered damages in that they
22 had to purchase a new sash, crown, trophy and provide the new replacement Queen
23 with prize money, not to mention the harm the pageant suffered when Plaintiff
24 Tawfiq, the then-reigning Queen, refused to promote the pageant, as was mutually-
25 agreed upon. Therefore, Defendants should be rightfully compensated for Plaintiff
26 Tawfiq’s unexcused (and non-discharged) breach.

27 **2. Breach of the Implied Covenant of Good-Faith and Fair Dealing**

28 27. “The covenant of good faith and fair dealing, implied by law in every

1 contract, exists merely to prevent one contracting party from unfairly frustrating the
2 other party's right to receive the benefits of the agreement actually made. The
3 covenant thus cannot be endowed with an existence independent of its contractual
4 underpinnings. It cannot impose substantive duties or limits on the contracting
5 parties beyond those incorporated in the specific terms of their agreement.” (See,
6 Guz v. Bechtel National, Inc. (2000) 24 Cal.4th 317, 349–350 [100 Cal.Rptr.2d
7 352, 8 P.3d 1089], internal citations omitted.) Additionally, “[a]lthough breach of
8 the implied covenant often is pleaded as a separate count, a breach of the implied
9 covenant is necessarily a breach of contract.” (See, Digerati Holdings, LLC v.
10 Young Money Entertainment, LLC (2011) 194 Cal.App.4th 873, 885 [123
11 Cal.Rptr.3d 736].) Thus, the elements of this cause of action mirror the elements of
12 breach of contract, as already factually set forth above. That said, Plaintiff Tawfiq
13 unfairly frustrated Defendants’ rights to receive the benefits of the agreement
14 between them, when she outright refused to fulfill her contractual duties to the
15 pageant, toward the end of her reign as Queen, as she stated in an e-mail to
16 Defendant Jessica Kalasho. Therefore, Defendants should be rightfully
17 compensated for Plaintiff Tawfiq’s breach of the implied covenant of good-faith
18 and fair dealing.

19 **3. Defamation Per Se**

20 28. “The question whether a plaintiff [or Cross-Complainant] is a public figure
21 [or not] is to be determined by the court, not the jury.” (See, Stolz v. KSFM 102
22 FM (1994) 30 Cal.App.4th 195, 203—204 [35 Cal.Rptr.2d 740], internal citation
23 omitted.) Therefore, the court must determine whether a local city councilman, like
24 Defendant Bessmon Kalasho, is a public figure, or not. If the court does find that
25 Defendant Bessmon Kalasho is, indeed, a public figure, then the ‘public-figure
26 plaintiff’ [Cross-Complainant] must show the falsity of the statements at issue in
27 order to prevail in a suit for defamation.” (See, Stolz, supra, 30 Cal.App.4th at p.
28 202, internal citations omitted.)

1 29. Furthermore, “[d]efamation is an invasion of the interest in reputation. The
2 tort involves the intentional publication of a statement of fact that is false,
3 unprivileged, and has a natural tendency to injure or which causes special damage.”
4 (*See, Smith v. Maldonado* (1999) 72 Cal.App.4th 637, 645 [85 Cal.Rptr.2d 397].)
5 Moreover, “[t]he elements of a defamation claim are: (1) a publication [to a third-
6 party – other than one’s own spouse] that is (2) false, (3) defamatory, (4)
7 unprivileged, and (5) has a natural tendency to injure or causes special damage.”
8 (*See, Wong v. Jing* (2010) 189 Cal.App.4th 1354, 1369 [117 Cal.Rptr.3d 747].)

9 30. Notably, California does not follow the majority rule, which is that all libel
10 [or defamation] is actionable per se. If the court determines that the statement is
11 reasonably susceptible to a defamatory interpretation, it is for the jury to determine
12 if a defamatory meaning was in fact conveyed to a listener or reader. (*See, Kahn v.*
13 *Bower* (1991) 232 Cal.App.3d 1599, 1608 [284 Cal.Rptr. 244].) Lastly, “The sine
14 qua non of recovery for defamation . . . is the existence of falsehood.” . . . ‘Because
15 the statement must contain a provable falsehood, courts distinguish between
16 statements of fact and statements of opinion for purposes of defamation liability.
17 Although statements of fact may be actionable as libel [or defamation], statements
18 of opinion are constitutionally-protected.’ That does not mean that statements of
19 opinion enjoy blanket protection. On the contrary, where an expression of opinion
20 implies a false assertion of fact, the opinion can constitute actionable defamation.
21 The critical question is not whether a statement is fact or opinion, but “whether a
22 reasonable fact-finder could conclude the published statement declares or implies a
23 provably false assertion of fact.” (*See, Wong, supra*, 189 Cal.App.4th at p. 1370,
24 internal citations omitted.)

25 31. Now, to the statements Plaintiff Tawfiq made to the *San Diego Reader* (and
26 presumably to other people and other media outlets) about her experience with the
27 pageant and her factual statements regarding Defendant Bessmon Kalasho: (1).
28 Plaintiff Tawfiq stated to the *San Diego Reader* that the \$2,000.00 oversized check

1 was not a real check. Of course, it was not a real check (anyone would know that,
2 including the *San Diego Reader*'s reporter) – oversized checks are for the audience
3 to see, and simply add to the pomp-and-circumstance of a particular event, but
4 nothing like that was mentioned in the article. In any event, Plaintiff Tawfiq's
5 intent in making such a statement to the press is clear – it was made from malice, as
6 she had been stripped of her crown, to simply tarnish the “Miss Middle East
7 Pageant,” as well as its President and Founder, Defendant Bessmon Kalasho. (The
8 motives of the *San Diego Reader* are not part of this case.) (2). “To make matters
9 worse,” writes the *San Diego Reader*, “... shortly after confronting Kalasho, she
10 discovered a fake Instagram account which featured falsified nude photos of her.”
11 Again, Plaintiff Tawfiq's intent in making such a statement to the press is clear – it
12 was made from malice, as she had been stripped of her crown, to strongly suggest
13 that Defendant Bessmon Kalasho was the one who posted the said nude photos of
14 her (there is no other conclusion to be drawn), even though there is no proof of
15 such.

16 32. Defendant Bessmon Kalasho, as well as the “Miss Middle East Pageant,”
17 was defamed by the malicious statements Plaintiff Tawfiq made to the press, and,
18 accordingly, Defendants should be rightly compensated, as they have been injured
19 by Plaintiff Tawfiq's malicious statements, likely evolving from her having been
20 stripped of her crown.

21 **4. Intentional Infliction of Emotional Distress**

22 33. It is well-known that malicious Defamation creates an Intentional Infliction
23 of Emotional Distress cause of action.

24 34. “A cause of action for intentional infliction of emotional distress exists when
25 there is: ‘(1) extreme and outrageous conduct by the defendant with the intention of
26 causing, or reckless disregard of the probability of causing, emotional distress; (2)
27 the plaintiff's suffering severe or extreme emotional distress; and (3) actual and
28 proximate causation of the emotional distress by the defendant's outrageous

1 conduct.’ A defendant’s conduct is ‘outrageous’ when it is so ‘extreme as to exceed
2 all bounds of that usually tolerated in a civilized community.’ And the defendant’s
3 conduct must be ‘intended to inflict injury or engaged in with the realization that
4 injury will result.’” (See, Hughes v. Pair (2009) 46 Cal.4th 1035, 1050—1051 [95
5 Cal.Rptr.3d 636, 209 P.3d 963]). Moreover, “Severe emotional distress [is]
6 emotional distress of such substantial quantity or enduring quality that no
7 reasonable man in a civilized society should be expected to endure it.” (See,
8 Fletcher v. Western Life Insurance Co. (1970) 10 Cal.App.3d 376, 397 [89
9 Cal.Rptr. 78].) Lastly, “It is for the court to determine whether on the evidence
10 severe emotional distress can be found; it is for the jury to determine whether, on
11 the evidence, it has in fact existed.” (See, Fletcher, supra, 10 Cal.App.3d at p. 397,
12 internal citation omitted.)

13 35. Plaintiff Tawfiq, given her intentional and outrageous statements made to the
14 press about Defendant Bessmon Kalasho and the “Miss Middle East Pageant,” as
15 set forth above (see, paragraphs 3 and 4, herein), certainly caused Defendant
16 Bessmon Kalasho to suffer severe emotional distress in that his political career, his
17 livelihood, and his character and standing in the community have all been tarnished
18 by Plaintiff Tawfiq’s false statements made to the *San Diego Reader*. Given the
19 gravity of Plaintiff Tawfiq’s statements, severe emotional distress suffered by
20 Defendant Bessmon Kalasho can certainly be reasonably inferred; and who should
21 be expected to endure it?

22 **5. Intentional Interference with Prospective Economic Relations**

23 36. “The tort of intentional or negligent interference with prospective economic
24 advantage imposes liability for improper methods of disrupting or diverting the
25 business relationship of another which fall outside the boundaries of fair
26 competition.” (See, Settimo Associates v. Environ Systems, Inc. (1993) 14
27 Cal.App.4th 842, 845 [17 Cal.Rptr.2d 757], internal citation omitted.)
28

1 Additionally, “it is sufficient for the plaintiff [Cross-Complainant] to plead that the
2 defendant [Cross-Defendant] “[knew] that the interference is certain or substantially
3 certain to occur as a result of his action.” (See, San Jose Construction, Inc. v.
4 S.B.C.C., Inc. (2007) 155 Cal.App.4th 1528, 1544—1545 [67 Cal.Rptr.3d 54],
5 internal citations omitted.)

6 37. Plaintiff Tawfiq’s false statements to the *San Diego Reader* were an obvious
7 and carefully-crafted method to disrupt the future business relationships of
8 Defendant Bessmon Kalasho and the “Miss Middle East Beauty Pageant.” In fact,
9 the recently-held 2017 Pageant saw sponsorships drop out, ticket sales decline; and
10 it is the first time the pageant has lost money. Plaintiff Tawfiq accomplished her
11 mission. Therefore, the Defendants should be rightly compensated for the harm
12 they suffered because of Plaintiff Tawfiq’s statements.

13 **B. AS TO PLAINTIFF LINA CHARRY**

14 38. Defendants’ re-allege and incorporate by reference all of the allegations,
15 general or factual, set forth in all of the preceding paragraphs, as to Plaintiff Charry.

16 **1. Cyber Harassment**

17 39. SEC. 2. Section 1708.7 of the California Civil Code, states in pertinent part,
18 “Harass’ means a knowing and willful course of conduct directed at a specific
19 person which seriously alarms, annoys, torments, or terrorizes the person, and
20 which serves no legitimate purpose. The course of conduct must be such as would
21 cause a reasonable person to suffer substantial emotional distress, and must actually
22 cause substantial emotional distress to the person.”

23
24 40. Plaintiff Charry’s incessant use of Facebook (or other social media) is clearly
25 designed to seriously alarm, annoy, torment or terrorize Defendant Bessmon
26 Kalasho, and such postings, as articulated above (*see*, paragraphs 7, 8 and 11,
27 herein), serve no legitimate purpose other than to spread Plaintiff Charry’s obvious
28 hatred, or intense dislike, of Defendant Bessmon Kalasho. In the face of such

1 comments, surely Defendant Kalasho suffered substantial emotional distress, and,
2 in fact, such distress can be reasonably inferred from Plaintiff Charry's public
3 Facebook postings or messages. Therefore, Defendants should be rightly
4 compensated for the harm suffered as a consequence of Plaintiff Charry's
5 intentional actions of harassment directly aimed at Defendant Bessmon Kalasho.

6 **2. Defamation Per Se**

7 41. For the purpose of not being repetitive, for the pertinent law and a discussion
8 thereof, please see paragraphs 28, 29 and 30, herein.

9 42. Whether Plaintiff Charry's Facebook postings about Defendant Kalasho are
10 defamatory or not, (*see*, again, paragraphs 7, 8 and 11, herein), or the suggestion
11 that the "Best Lawyer" poll was fabricated (*see*, paragraph 10, herein), is best left to
12 the court and jury: If the court determines that the statement is reasonably
13 susceptible to a defamatory interpretation, it is for the jury to determine if a
14 defamatory meaning was in fact conveyed to a listener or reader. (*See*, again, Kahn
15 v. Bower (1991) 232 Cal.App.3d 1599, 1608 [284 Cal.Rptr. 244].) If malicious
16 defamation is, indeed, proved against Plaintiff Charry, Defendants should be rightly
17 compensated.

18 **3. Intentional Infliction of Emotional Distress**

19 43. For the purpose of not being repetitive, for the pertinent law and a discussion
20 thereof, please see paragraph 34, herein.

21 44. Plaintiff Charry's intentional, incessant and malicious Facebook postings
22 and/or messages (*see*, again, paragraphs 7, 8 and 11, herein) are clearly designed to
23 inflict severe emotional distress on Defendant Bessmon Kalasho. If not, what else is
24 the purpose of such full-of-innuendo postings?

25 45. Whether Plaintiff Charry's Facebook postings about Defendant Kalasho
26 inflicted severe emotional distress or not on him (*see*, again, paragraphs 7, 8 and
27 11), is best left to the court and jury: "It is for the court to determine whether on
28

1 the evidence severe emotional distress can be found; it is for the jury to determine
2 whether, on the evidence, it has in fact existed.” (See, again, Fletcher, *supra*, 10
3 Cal.App.3d at p. 397, internal citation omitted.)

4 **4. Intentional Interference with Contractual Relations**

5 46. “The elements which a plaintiff [Cross-Complainant] must plead to state the
6 cause of action for intentional interference with contractual relations are: (1) a valid
7 contract between plaintiff [Cross-Complainant] and a third party [Pageant Judge];
8 (2) defendant’s [Cross-Defendant’s] knowledge of this contract; (3) defendant’s
9 [Cross-Defendant’s] intentional acts designed to induce a breach or disruption of
10 the contractual relationship; (4) actual breach or disruption of the contractual
11 relationship; and (5) resulting damage.” (See, Pacific Gas & Electric Co. v. Bear
12 Stearns & Co. (1990) 50 Cal.3d 1118, 1126 [270 Cal.Rptr. 1, 791 P.2d 587],
13 internal citations omitted.) Additionally, “the cause of action for interference with
14 contractual relations is distinct and requires only proof of interference.” (See,
15 Pacific Gas & Electric Co., *supra*, 50 Cal.3d at p. 1129, internal citations omitted.)

16 47. Plaintiff Charry sent a Facebook message to one of the pageant’s chosen
17 judges (*see*, paragraph 11, herein): “You might want to reconsider Judging at this
18 pageant. It’s run by a fraud who uses and exploits girls.” Such a statement
19 squarely fits into the pertinent law: (1) A valid contract between the pageant and a
20 chosen judge did, indeed, exist (even if not in writing); (2) Plaintiff Charry certainly
21 knew of such a contract, as she personally Facebook-messaged the chosen judge
22 directly; (3) Plaintiff’s Charry’s Facebook message was likely sent to at least
23 disrupt the contractual relationship, even if it did not induce an actual breach; (4)
24 Plaintiff Charry’s message likely did, at least, disrupt the contractual relationship;
25 and (5) the damages to Defendant Bessmon Kalasho and the “Miss Middle East
26 Beauty Pageant” are clearly reasonably inferred, as what chosen judge would want
27 to hear such a thing? Therefore, Defendants should be rightly compensated for
28 Plaintiff Charry’s intentional interference of the contract between the pageant and

1 the pageant's chosen judge.

2 **5. Intentional Interference with Prospective Economic Relations**

3 48. For the purpose of not being repetitive, for the pertinent law and a discussion
4 thereof, please see paragraph 36, herein.

5 49. Certainly, Plaintiff Charry's actions (*see*, again, paragraphs 7, 8 and 11) were
6 an obvious and carefully-crafted method to disrupt the future business relationships
7 of Defendant Bessmon Kalasho and the "Miss Middle East Beauty Pageant."

8 Derogatory comments about an individual will certainly impact his or her
9 prospective economic relations. In fact, as already set forth, the recently-held 2017
10 Pageant saw sponsorships drop out, ticket sales decline; and it is the first time the
11 pageant has lost money. Plaintiff Charry, like Plaintiff Tawfiq, accomplished her
12 mission. Therefore, the Defendants should be rightly compensated for the harm
13 they suffered because of Plaintiff Charry's Facebook statements and messages.

14 **C. AS TO PLAINTIFF PARIS KARGAR**

15 50. Defendants' re-allege and incorporate by reference all of the allegations,
16 general or factual, set forth in all of the preceding paragraphs, as to Plaintiff Kargar.

17 **1. Defamation Per Se**

18 51. For the purpose of not being repetitive, for the pertinent law and a discussion
19 thereof, please see paragraphs 28, 29 and 30, herein.

20 52. Whether Plaintiff Kargar's serious allegations, likely published to a third-
21 party, before or after they had been set forth in Plaintiff's First Amended
22 Complaint, about Defendant Bessmon Kalasho are defamatory or not (*see*,
23 paragraphs, 16, 17 and 18, herein: 16 – "[she] was so hot ... that he couldn't take
24 his eyes off of her" during the private closed-door interview; 17 – "bouncing
25 boobs;" and 18 – "offer of sex in exchange for the crown"), is best left to the court
26 and jury: If the court determines that the statement[s] [are] reasonably susceptible
27 to a defamatory interpretation, it is for the jury to determine if a defamatory
28

1 meaning was in fact conveyed to a listener or reader. (*See, again, Kahn v. Bower*
2 (1991) 232 Cal.App.3d 1599, 1608 [284 Cal.Rptr. 244].) If malicious defamation
3 is, indeed, proved against Plaintiff Kargar, Defendants should be rightly
4 compensated.

5 **2. Intentional Infliction of Emotional Distress**

6 53. For the purpose of not being repetitive, for the pertinent law and a discussion
7 thereof, please see paragraph 34, herein.

8 54. If Plaintiff Kargar’s intentional and serious allegations, grounded in married-
9 man Defendant Bessmon Kalasho’s sexual misconduct, (*see, again, paragraphs 16,*
10 *17 and 18, herein*) prove to be false, then they were clearly designed to inflict
11 severe emotional distress on Defendant Bessmon Kalasho, as well as his wife,
12 Defendant Jessica Kalasho, and did. “It is for the court to determine whether on
13 the evidence severe emotional distress can be found; it is for the jury to determine
14 whether, on the evidence, it has in fact existed.” (*See, again, Fletcher, supra, 10*
15 *Cal.App.3d at p. 397, internal citation omitted.*) If the court and jury find
16 accordingly, then Defendants should be rightfully compensated for their harm
17 caused by the outrageous statements/allegations made by Plaintiff Kargar.

18 **3. Intentional Interference with Prospective Economic Relations**

19 55. For the purpose of not being repetitive, for the pertinent law and a discussion
20 thereof, please see paragraph 36, herein.

21 56. If Plaintiff Kargar’s intentional and serious allegations, (*see, again,*
22 *paragraphs 16, 17 and 18,*) prove to be false, then they were an obvious and
23 carefully-crafted method to disrupt the future business relationships of Defendant
24 Bessmon Kalasho and the “Miss Middle East Beauty Pageant.” Unlike the old
25 Hollywood adage, bad press isn’t necessarily good press.

26 ///

27 ///

1 **D. AS TO PLAINTIFF 3 BROTHERS TACO SHOP, INC., DBA**
2 **TRES TAQUERIA**

3 57. Defendants' re-allege and incorporate by reference all of the allegations,
4 general or factual, set forth in all of the preceding paragraphs, as to Plaintiffs 3
5 Brothers Taco Shop, Inc., dba Tres Taqueria.

6 **1. Defamation Per Se**

7 58. For the purpose of not being repetitive, for the pertinent law and a discussion
8 thereof, please see paragraphs 28, 29 and 30, herein.

9 59. Whether the "Best Mexican Food in El Cajon Contest" Facebook poll was
10 fabricated (*see*, paragraph 10, herein), is best left to the court and jury: If the court
11 determines that the statement is reasonably susceptible to a defamatory
12 interpretation, it is for the jury to determine if a defamatory meaning was in fact
13 conveyed to a listener or reader. (*See*, again, Kahn v. Bower (1991) 232
14 Cal.App.3d 1599, 1608 [284 Cal.Rptr. 244].) If malicious defamation is, indeed,
15 proved against Plaintiffs 3 Brothers Taco Shop, Inc., dba Tres Taqueria, because
16 the poll proved legitimate, Defendants should be rightly compensated.

17 **2. Intentional Infliction of Emotional Distress**

18 60. For the purpose of not being repetitive, for the pertinent law and a discussion
19 thereof, please see paragraph 34, herein.

20 61. If Plaintiffs 3 Brothers Taco Shop, Inc., dba Tres Taqueria, allegation that the
21 "Best Mexican Food in El Cajon Contest" Facebook poll was fabricated, proves to
22 be false, then such an allegation was clearly designed to inflict severe emotional
23 distress on Defendant Bessmon Kalasho, as well as his wife, Defendant Jessica
24 Kalasho, and did. "It is for the court to determine whether on the evidence severe
25 emotional distress can be found; it is for the jury to determine whether, on the
26 evidence, it has in fact existed." (*See*, again, Fletcher, *supra*, 10 Cal.App.3d at p.
27 397, internal citation omitted.) If the court and jury find accordingly, then
28 Defendants should be rightfully compensated for their harm caused by the

1 outrageous statements/allegations made by Plaintiffs 3 Brothers Taco Shop, Inc.,
2 dba Tres Taqueria, especially if the poll in question proves to be legitimate.

3 **3. Intentional Interference with Prospective Economic Relations**

4 62. For the purpose of not being repetitive, for the pertinent law and a discussion
5 thereof, please see paragraph 36, herein.

6 63. If Plaintiffs 3 Brothers Taco Shop, Inc., dba Tres Taqueria's allegation that
7 the "Best Mexican Food in El Cajon Contest" Facebook poll was fabricated, proves
8 to be false, (*see*, again, paragraphs 16, 17 and 18), then their business principles
9 engaged in an obvious and carefully-crafted method to disrupt the future business
10 relationships of Defendant Bessmon Kalasho and the "Miss Middle East Beauty
11 Pageant." Again, unlike the old Hollywood adage, bad press isn't necessarily good
12 press.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, these Cross-Complainants pray for judgment as follows:

- 15 1. For compensatory and general damages;
- 16 2. For costs of suit, including attorney fees and cost;
- 17 3. For legal interest;
- 18 4. For punitive damages, as, ultimately, the Cross-Complainant's have been
19 maliciously and irreparably harmed by Plaintiffs' collective and concerted
20 actions against them.; and
- 21 5. For such further legal and equitable relief as this Court may deem just and
22 proper.

23
24 Dated: August 5, 2017

STEPHEN J. LIOSI

25
26 By: *Stephen J. Liosi*

27 STEPHEN J. LIOSI
28 *Attorney for Defendants (stated herein)*