

1 CORPORATION, Panamanian)
 corporation;)
 2)
 Counterdefendants.)
 3 _____)
 4 IB2000.COM, a Nevada)
 corporation; NEVADA MINERALS,)
 5 INC., a Nevada corporation;)
 JOHN E. DHONAU, an individual,)
 6)
 Crossclaimant,)
 7)
 vs.)
 8)
 URBAN CASAVANT, an individual)
 9 and CMKM DIAMONDS, INC., a)
 Nevada corporation,)
 10)
 Crossdefendants.)
 11 _____)
 12 IB2000.COM, a Nevada)
 corporation; NEVADA MINERALS,)
 13 INC., a Nevada corporation;)
 JOHN E. DHONAU, an individual,)
 14)
 Third Party Plaintiffs)
 15)
 vs.)
 16)
 VINCENT CARRANO, an individual)
 17 and JOHN EDWARDS, an)
 individual,)
 18)
 Third Party Defendants.)
 19 _____)

20 COMES NOW, Defendant/Cross Defendant CMKM DIAMONDS, INC.,
 21 by and through their attorney of record, GEORGE E. CROMER, ESQ.,
 22 and for their Answer to Counterclaimant/Cross Claimant/Third
 23 Party Plaintiffs' IB2000.COM and NEVADA MINERALS, INC.'s
 24 Counterclaim/ Crossclaim and Third Party Complaint on file
 25 herein, admits, denies and alleges as follows:

FIRST DEFENSE

1
2 Counterclaimant/Cross Claimant/Third Party Plaintiffs'
3 Complaint fails to state a claim upon which relief can be
4 granted.

SECOND DEFENSE

5
6 Answering Paragraphs 7 and 11 of Counterclaimant/Cross
7 Claimant/Third Party Plaintiffs PARTIES AND JURISDICTION this
8 answering Defendant/Cross Defendant admits the allegations
9 contained therein.

10
11 Answering Paragraphs 8 of Counterclaimant/Cross
12 Claimant/Third Party Plaintiffs PARTIES AND JURISDICTION; 24, 31
13 and 33 of Counterclaimant/Cross Claimant/Third Party Plaintiffs
14 FACTS COMMON TO ALL CLAIMS; 52, 53, 54, 55, 56 of
15 Counterclaimant/Cross Claimant/Third Party Plaintiffs SECOND
16 CAUSE OF ACTION; 58 and 59 of Counterclaimant/Cross
17 Claimant/Third Party Plaintiffs THIRD CAUSE OF ACTION; this
18 answering Defendant/Cross Defendant denies each and every
19 allegation contained therein.

20 Answering Paragraphs 1, 2, 3, 4, 5, 6, 9 and 10 of
21 Counterclaimant/Cross Claimant/Third Party Plaintiffs PARTIES
22 AND JURISDICTION; 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
23 25, 26, 27, 28, 29, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43
24 and 44 of Counterclaimant/Cross Claimant/Third Party Plaintiffs
25 FACTS COMMON TO ALL CLAIMS; 46, 47, 48, 49 and 50 of

1 **NINTH DEFENSE**

2 Any recovery on counterclaimants counterclaim, or any
3 purported cause of action alleged therein, is barred on the
4 ground that counterclaimants committed a prior breach, excusing
5 any duty of further performance by counterdefendant, CMKM
6 DIAMONDS, INC.

7 **TENTH DEFENSE**

8 Any recovery on counterclaimants claims, or any purported
9 cause of action alleged therein, is barred on the ground that
10 counterclaimants committed a prior breach of the implied
11 covenant of good faith and fair dealing.

12 **ELEVENTH DEFENSE**

13 Counterclaimants have failed to mitigate their alleged
14 damages.

15 **TWELFTH DEFENSE**

16 Counterclaimants bad faith bars their claims and any
17 damages must be reduced as a result of the counterclaimants
18 comparative bad faith.

19 **THIRTEENTH DEFENSE**

20 To the extent counterclaimants allege that counterdefendant
21 CMKM DIAMONDS, INC. had any obligation of which full performance
22 has not been rendered or excused, that obligation did not exist
23 or was based upon acts or omissions that were void or otherwise
24 extinguished.

1 **FOURTEENTH DEFENSE**

2 Any recovery by counterclaimants must be set off or
3 reduced, bated, or apportioned to the extent that any other
4 party's actions caused or contributed to damages awarded to
5 counterclaimants.

6 **FIFTEENTH DEFENSE**

7 Any recovery by counterclaimants is barred or must be
8 reduced by the percentage of fault of counterclaimant; said
9 liability of counterdefendant CMKM DIAMONDS, INC. is expressly
10 denied but is set forth herein only for the purpose of this
11 defense.

12 **SIXTEENTH DEFENSE**

13 Any damage allegedly sustained by counterclaimants were
14 caused, in whole or in party, by counterclaimants own illicit
15 actions, inactions, delay or negligence.

16 **SEVENTEENTH DEFENSE**

17 Paragraph four of plaintiffs' counterclaim, the "Doe
18 Clause" is too broad and does not set forth any specific claims
19 against any of the alleged Doe and Roe Defendants, nor does it
20 set forth specific information identifying the alleged Doe and
21 Roe defendants, sufficient to satisfy the requirements of NRC
22 10(a) and *Nurenberger Hercules-Werke GMBH v. Virostek*, 107 Nev.
23 873, 822 P.2d 1100 (1991), and therefore the clause is
24 ineffective for purposes of relation back or for any other
25 purpose.

1 **EIGHTEENTH DEFENSE**

2 Each of counterclaimants causes of action are barred by the
3 applicable statute of limitations.

4 **NINETEENTH DEFENSE**

5 Counterclaimants have released all obligations, contractual
6 or otherwise, of defendant, CMKM DIAMONDS, INC.

7 **TWENTIETH DEFENSE**

8 Counterclaimants did not justifiably rely on any words, or
9 actions of counterdefendant, CMKM DIAMONDS, INC.

10 **TWENTY-FIRST DEFENSE**

11 If counterdefendant, CMKM DIAMONDS, INC. breached any
12 contract with counterclaimants, it was in anticipation of breach
13 by counterclaimants.

14 **TWENTY-SECOND DEFENSE**

15 Because counterclaimants counterclaims are couched in
16 conclusory terms, counterdefendant, CMKM DIAMONDS, INC. cannot
17 fully anticipate all defenses that may be applicable.
18 Accordingly, the right to assert additional defenses, given to
19 the extent that such defense is applicable, is hereby reserved.

20 Counterdefendant CMKM DIAMONDS, INC. hereby incorporates by
21 reference those defenses enumerated in Rule 8 of the Nevada
22 Rules of Civil Procedure as if fully set forth herein. In the
23 event further investigation or discovery reveals the
24 applicability of any such defenses, counterdefendant CMKM
25 DIAMONDS, INC. reserves the right to seek leave of court to

1 amend this answer to specifically assert any such defense. Such
2 defenses are herein incorporated by reference for the specific
3 purpose of no waiving any such defense.

4 WHEREFORE, Counterdefendant, CMKM DIAMONDS, INC. prays for
5 the following relief:

6 1. That counterclaimants claims be dismissed with
7 prejudice.

8 2. That judgment be entered against each of
9 counterclaimants claims.

10 3. That counterdefendant, CMKM DIAMONDS, INC. be awarded
11 their attorneys' fees and costs of suit.

12 4. For such other relief as the court sees fit to award.

13 Dated this 12th day of June, 2007.

14 GEORGE E. CROMER, ESQ.
15 A PROFESSIONAL CORPORATION

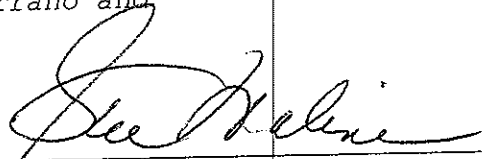
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18 George E. Cromer, Esq.
19 Nevada Bar No. 000183
20 800 South Sixth Street
21 Las Vegas, Nevada 89101
22 (702) 382-1777
23 Attorney for
24 Defendant/Cross Defendant
25 CMKM DIAMONDS, INC.

CERTIFICATE OF MAILING

1
2 I hereby certify that on the 12 day of June, 2007, I
3 deposited a true and correct copy of the foregoing **DEFENDANT,**
4 **CMKM DIAMOND, INC., ANSWER TO COUNTERCLAIMANT/CROSS**
5 **CLAIMANT/THIRD PARTY PLAINTIFFS' COMPLAINT** in the United States
6 Mail, First Class postage prepaid at the last known address:

7
8 Joseph R. Ganley, Esq.
9 E. Robert Spear, Esq.
10 Hutchison & Steffen, LLC
11 10080 Alta Drive Suite 200
12 Las Vegas NV 89145
13 Attorneys for IB2000.COM,
14 Nevada Minerals and John E. Dhonau

15 James R. Adams, Esq.
16 Assly Sayyar, Esq.
17 Adams & Rocheleau, LLC
18 400 North Stephanie Street Suite 260
19 Henderson NV 89014
20 Attorneys for Francisco Carrano and
21 EMCO Corporation

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An Employee of GEORGE E. CROMER, ESQ.