

SAMUEL R. SANTANA, State Bar No. 188657
LUKE L. PUNNAKANTA, State Bar No. 293488
SAM A. BIDGOLI, State Bar No. 340390
Dannis Woliver Kelley
444 W. Ocean Blvd., Suite 1750
Long Beach, CA 90802
Telephone: 562.366.8500
Facsimile: 562.366.8505
ssantana@dwkesq.com
lpunnakanta@dwkesq.com
sbidgoli@dwkesq.com

Attorneys for Defendant
CULVER CITY UNIFIED SCHOOL DISTRICT

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/01/2024 10:53 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Lopez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

NEW EARTH, a non-profit,

Plaintiff,

v.

CULVER CITY UNIFIED SCHOOL
DISTRICT and DOES 1-20,

Defendants.

Case No. 24STCV13243

Assigned to The Honorable Stephen P. Pfahler
Department 68

**CULVER CITY UNIFIED SCHOOL
DISTRICT'S ANSWER TO NEW EARTH'S
COMPLAINT**

Complaint Filed: May 28, 2024
Trial Date: None set

Exempt from filing fees pursuant to Gov.
Code, § 6103

Defendant Culver City Unified School District (“Defendant” or “District”) hereby answers the unverified Complaint of Plaintiff New Earth (“Plaintiff” or “New Earth”) as follows:

GENERAL DENIAL

Pursuant to Code of Civil Procedure section 431.30, subdivision (d), District denies, generally and specifically, each and every allegation of Plaintiff’s Complaint and the whole thereof; denies that District breached any obligation to Plaintiff or has any liability whatsoever to Plaintiff; and denies that Plaintiff sustained damages in the sum or sums alleged, or in any sum, by reason of any act, error, and/or omission on the part of District.

AFFIRMATIVE DEFENSES

District, upon information and belief, alleges the following affirmative defenses:

First Affirmative Defense

(Failure to State a Cause of Action)

The Complaint fails to state facts sufficient to constitute a cause of action against the District.

Second Affirmative Defense

(Void Contracts)

Plaintiff’s claims are barred to the extent any contract alleged in the Complaint is void because the contract was against public policy and/or failed to comply with applicable legal requirements.

Third Affirmative Defense

(Statute of Limitations)

Plaintiff’s claims are barred to the extent they were brought beyond the applicable statute of limitations.

Fourth Affirmative Defense

(No Act or Omission by District Proximate Cause of Injury)

No act or omission by the District or District’s agents, servants, or employees was the proximate cause of any injury or damage alleged by Plaintiff in the Complaint.

Fifth Affirmative Defense

(Immunities)

Plaintiff's claims are barred to the extent District is not liable under any applicable Government Code immunities.

Sixth Affirmative Defense

(Exhaustion of Administrative Remedies)

Plaintiff's claims are barred to the extent Plaintiff failed to exhaust its administrative remedies against the District.

Seventh Affirmative Defense

(Plaintiff Caused Own Losses)

Plaintiff's alleged harm with respect to the matters alleged in the Complaint was caused by the acts or omissions of Plaintiff. Accordingly, Plaintiff is barred from any recovery against the District.

Eighth Affirmative Defense

(Laches)

Plaintiff's Complaint, and each and every purported cause of action alleged therein against District, is barred to the extent the doctrine of laches applies.

Ninth Affirmative Defense

(Waiver)

By conduct, representations and omissions, Plaintiff knowingly, voluntarily, and willingly waived, relinquished and/or abandoned, and is equitably estopped to assert, any claim for relief, in whole or in part, against District respecting the matters that are the subject of the Complaint. Specifically, Plaintiff has engaged in conduct sufficient to constitute a waiver of any claim or cause of action, in whole or in part, it may have otherwise had against District.

Tenth Affirmative Defense

(Estoppel)

Plaintiff's Complaint, and each and every purported cause of action alleged therein against District, is barred by the doctrine of estoppel.

Eleventh Affirmative Defense

(Unclean Hands)

Plaintiff's Complaint, and each and every purported cause of action alleged therein against District, is barred by the doctrine of unclean hands.

Twelfth Affirmative Defense

(Failure to Mitigate Damages)

The claims raised in the Complaint are barred either in whole or in part by the Plaintiff's failure to mitigate its alleged damages.

Thirteenth Affirmative Defense

(Excuse of Performance)

With respect to each and every contract alleged in the Complaint, District's performance is excused because Plaintiff failed to perform all conditions, covenants, and promises, whether express or implied, required to be performed in accordance with the terms and conditions of any contracts which are the subject of this lawsuit.

Fourteenth Affirmative Defense

(Unjust Enrichment)

Plaintiff would be unjustly enriched if allowed to recover under the Complaint.

Fifteenth Affirmative Defense

(Justification)

The conduct of District with respect to the matters alleged in Plaintiff's Complaint was justified by statute, contract, and/or law. Accordingly, District cannot be liable for Plaintiff's alleged harm, and Plaintiff is barred from any recovery against District.

Sixteenth Affirmative Defense

(Performance)

With respect to each and every contract alleged in the Complaint, District has, in good faith, duly performed, satisfied, and discharged all duties and obligations it may have had under any contracts which are the subject of this lawsuit.

Seventeenth Affirmative Defense

(Lack of Consideration)

Plaintiff's claims are barred and each and every contract alleged in the Complaint is unenforceable to the extent there existed a lack of consideration on the part of one or both parties.

Eighteenth Affirmative Defense

(Failure of Consideration)

Plaintiff cannot recover under the contracts alleged in the Complaint to the extent each and every contract alleged suffers from a partial or total failure of consideration on behalf of one or both parties.

Nineteenth Affirmative Defense

(Currently Unknown Affirmative Defenses)

District reserves the right to amend this Answer to include any additional affirmative defense(s) that may become available or apparent to District at a later time.

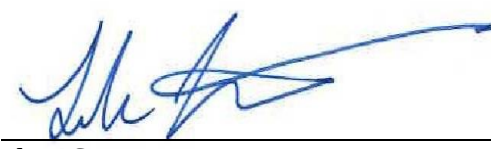
PRAYER

WHEREFORE, District prays for judgment against Plaintiff as follows:

1. Plaintiff take nothing by its Complaint;
2. The Complaint, and each and every cause of action therein, be dismissed with prejudice;
3. Judgment be entered in favor of the District and against Plaintiff; and
4. For such other relief as the Court deems just and proper.

DATED: July 1, 2024

DANNIS WOLIVER KELLEY

By: 

Samuel R. Santana

Luke L. Punnakanta

Sam A. Bidgoli

Attorneys for Defendant

CULVER CITY UNIFIED SCHOOL

DISTRICT

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 444 Ocean Blvd., Suite 1750, Long Beach, CA 90802.

On the date set forth below I served the foregoing document described as

CULVER CITY UNIFIED SCHOOL DISTRICT'S ANSWER TO NEW EARTH'S COMPLAINT

on interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

- ☒ (VIA U.S. MAIL) I caused such document to be placed in the U.S. Mail at Long Beach, California with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ (FILE & SERVE XPRESS) By electronically transmitting the document(s) listed above to File & Serve Xpress, an electronic filing service provider, at <https://secure.fileandservexpress.com>, pursuant to the Court's Order mandating Electronic Service. See California Rules of Court 1830 and 2053(a). The transmission was reported as complete and without error.
- ☒ (VIA ELECTRONIC SERVICE) [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by electronic mailing a true and correct copy through DANNIS WOLIVER KELLEY's electronic mail system from maparicio@DWKesq.com to the email address(es) set forth above, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6 and CRC Rule 2.251. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **July 1, 2024** at Long Beach, California.


Michele R. Aparicio

Service List

Stephen J. Tomasulo
HILL, FARRER & BURRILL LLP
One California Plaza
300 S. Grand Avenue, 37th Floor
Los Angeles, California 90071-3147
Telephone: 213.620.0460
Fax: 213.624.4840
Email: stomasulo@hillfarrer.com

Attorney for Plaintiff
NEW EARTH