

MAY 12 2009

CLERK OF THE SUPERIOR COURT  
By Christina Baker  
Deputy

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Attorneys for Defendants  
PACIFICA FOUNDATION, INC. *et al.*

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

LONNIE HICKS, an individual,  
Plaintiff,  
v.  
PACIFICA FOUNDATION, INC. *et al.*,  
Defendants.

Case No. RG09446139  
**DEFENDANT PACIFICA  
FOUNDATION, INC.'S ANSWER  
TO UNVERIFIED COMPLAINT**  
Action Filed: January 12, 2009  
Trial Date: TBD

BV FAX

1 COMES NOW DEFENDANT PACIFICA FOUNDATION, INC., who answers, by its  
2 attorneys, the unverified complaint of Plaintiff LONNIE HICKS, as follows.

3 1. Defendant generally denies each and every allegation of Plaintiff's complaint.

4 2. Defendant alleges the following additional reasons that Plaintiff is not entitled to  
5 recover anything:

6 FIRST AFFIRMATIVE DEFENSE

7 3. Neither Plaintiff's complaint as a whole, nor any claim or cause of action alleged  
8 therein, states facts sufficient to constitute any cause of action against this answering Defendant.

9 SECOND AFFIRMATIVE DEFENSE

10 4. The complaint as a whole, and each claim or cause of action alleged, is barred by  
11 the applicable statute of limitations and or administrative filing periods.

12 THIRD AFFIRMATIVE DEFENSE

13 5. The claims are barred to the extent that Plaintiff failed to timely and properly  
14 exhaust all necessary administrative, statutory and or jurisdictional prerequisites for the  
15 commencement of this action.

16 FOURTH AFFIRMATIVE DEFENSE

17 6. Plaintiff is barred from obtaining the relief sought by reason of his unclean hands.

18 FIFTH AFFIRMATIVE DEFENSE

19 7. Plaintiff, by reason of the knowledge, statements and conduct of himself, his  
20 agents and employees, is estopped to complain of any alleged acts or omissions by the Defendant.

21 SIXTH AFFIRMATIVE DEFENSE

22 8. Plaintiff, through his wanton conduct and actions, is equally culpable for any  
23 alleged damages incurred.

24 SEVENTH AFFIRMATIVE DEFENSE

25 9. Plaintiff, by reason of the knowledge, statements and conduct of himself, his  
26 agents, representatives and employees, waived any rights, which he might have regarding any  
27 acts or omissions of Defendant.

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EIGHTH AFFIRMATIVE DEFENSE

10. Defendant acted in good faith and in accordance with reasonable standards with regards to Plaintiff's allegations against this answering Defendant.

NINTH AFFIRMATIVE DEFENSE

11. Plaintiff, his agents, or predecessors, released Defendant from any and all liability.

TENTH AFFIRMATIVE DEFENSE

12. All causes of action in Plaintiff's complaint are barred by the doctrine of accord and satisfaction.

ELEVENTH AFFIRMATIVE DEFENSE

13. Any purported obligations, rights and duties based upon and founded on any claims have been fully performed and fulfilled by this Defendant.

TWELTH AFFIRMATIVE DEFENSE

14. Defendant is informed and believes that Plaintiff's alleged damages have been offset by profits, benefits, and payments received or obtained by Plaintiff.

THIRTEENTH AFFIRMATIVE DEFENSE

15. Any damages allegedly sought by Plaintiff is due in whole or in part to the negligent, deliberate, intentional, reckless, conscious or unlawful acts or omissions of others, including agents, and Defendant is in no way responsible or liable to Plaintiff for the wrongful or negligent acts or omissions of others.

FOURTEENTH AFFIRMATIVE DEFENSE

16. Damages sought by Plaintiff for emotional distress are prohibited in actions arising from a breach of contract or covenant of good faith and fair dealing.

FIFTEENTH AFFIRMATIVE DEFENSE

17. Punitive damages sought by Plaintiff are prohibited in actions arising from a breach of contract or covenant of good faith and fair dealing.

SIXTEENTH AFFIRMATIVE DEFENSE

18. Defendant exercised reasonable care to prevent and promptly correct any alleged discriminatory conduct in its workplace.

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SEVENTEENTH AFFIRMATIVE DEFENSE

19. Plaintiff unreasonably failed to take advantage of the preventative and corrective opportunities provided by Defendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

20. Defendant did not aid, abet, ratify, condone, encourage or acquiesce in any alleged discriminatory conduct.

NINETEENTH AFFIRMATIVE DEFENSE

21. Plaintiff's complaint, and each cause of action set therein, is barred because he failed to mitigate damages.

TWENTIETH AFFIRMATIVE DEFENSE

22. Any and all allegedly defamatory communications, statements and or writings made by Defendant of Plaintiff were true in every detail if not substantially true.

TWENTY-FIRST AFFIRMATIVE DEFENSE

23. Any and all allegedly defamatory communications, statements and or writings made by Defendant of Plaintiff were privileged, absolutely and or conditionally.

TWENTY THIRD AFFIRMATIVE DEFENSE

24. Plaintiff consented, by words or conduct, to any and all allegedly defamatory statements and or writings made by Defendant of Plaintiff.

TWENTY FOURTH AFFIRMATIVE DEFENSE

25. Defendant presently has insufficient knowledge and information on which to form a belief as to whether it has additional, as yet unstated affirmative defenses. Defendant reserves the right to amend this answer and assert additional defenses in the event that discovery indicates such defenses would be appropriate.

WHEREFORE, defendant prays that:

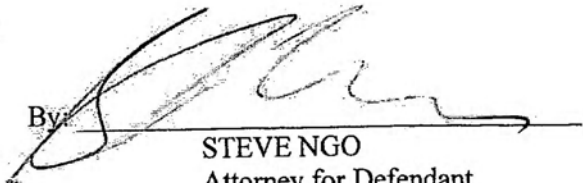
- 1 Plaintiff take nothing by this action;
- 2 Defendant be awarded the costs of suit incurred; and
- 3 Defendant be awarded any other and further relief the court considers proper.

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A JURY TRIAL IS DEMANDED.

DATED this 12th day of May 2009.

By: 

STEVE NGO  
Attorney for Defendant  
PACIFICA FOUNDATION, INC.