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**ENDORSED
FILED**
JUL 27 2007
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SONOMA**

10 COUNTRY MOBILE INVESTMENTS, a
California general partnership,

11 Plaintiff,

12 vs.

13 CITY OF SANTA ROSA, a municipal
14 corporation; DOES 1 through 10, inclusive,

15 Defendants.
16 _____/

CASE NO. SCV 240992

**DEFENDANT'S ANSWER TO
VERIFIED COMPLAINT FOR
DECLARATORY RELIEF,
INJUNCTIVE RELIEF, AND INVERSE
CONDEMNATION**

17 Defendant City of Santa Rosa (hereinafter "City,") hereby answers the Verified
18 Complaint for Declaratory Relief, Injunctive Relief and Inverse Condemnation (hereinafter
19 "Complaint") by admitting, denying and alleging as follows:

20 1. City denies each and every allegation contained in Paragraph 1 of the Complaint.

21 2. In response to Paragraph 2 of the Complaint, City admits that it is a municipal
22 corporation within the State of California..

23 3. In response to Paragraph 3 of the Complaint, City lacks sufficient information or
24 belief to respond to the allegations set forth in Paragraph 3 of the Complaint, and based upon that
25 lack of information and belief, denies each and every allegation contained therein.

26 4. City denies each and every allegation contained in Paragraph 4 of the Complaint.

27 5. In response to Paragraph 5 of the Complaint, City admits that the Court has
28

1 personal jurisdiction over it, as a municipal corporation within the State of California.

2 6. City denies each and every allegation contained in Paragraph 6 of the Complaint.

3 7. In response to Paragraph 7 of the Complaint, City admits that, on or about
4 December 19, 2006, Country purported to file a claim with City pursuant to Government Code
5 sections 810 et seq., known as the California Torts Claim Act, in connection with City's adoption
6 and extension of a temporary moratorium on the conversion of mobile home parks to resident
7 ownership (Ordinance Nos. 3798 and 3806).

8 8. In response to Paragraph 8 of the Complaint, City admits that, by letter dated
9 February 8, 2007, City rejected Country's claim.

10 9. In response to Paragraph 9 of the Complaint, City admits that, on or about
11 May 21, 2007, Country purported to filed a claim with City pursuant to Government Code
12 sections 810 et seq., in connection with City's Ordinance No. 3831.

13 10. In response to Paragraph 10 of the Complaint, City admits that, by letter dated
14 May 29, 2007, City rejected Country's second claim.

15 11. City denies each and every allegation contained in Paragraph 11 of the Complaint.

16 12. City denies each and every allegation contained in Paragraph 12 of the Complaint.

17 13. City denies each and every allegation contained in Paragraph 13 of the Complaint.

18 14. City denies each and every allegation contained in Paragraph 14 of the Complaint.

19 15. City denies each and every allegation contained in Paragraph 15 of the Complaint.

20 16. City denies each and every allegation contained in Paragraph 16 of the Complaint.

21 17. City denies each and every allegation contained in Paragraph 17 of the Complaint.

22 18. City denies each and every allegation contained in Paragraph 18 of the Complaint.

23 19. City denies each and every allegation contained in Paragraph 19 of the Complaint.

24 20. City denies each and every allegation contained in Paragraph 20 of the Complaint.

25 21. City denies each and every allegation contained in Paragraph 21 of the Complaint.

26 22. City denies each and every allegation contained in Paragraph 22 of the Complaint.

27 23. In response to Paragraph 23 of the Complaint, City incorporates its responses to
28 Paragraphs 1 through 22 of the Complaint, inclusive, as if fully set forth herein.

- 1 24. City denies each and every allegation contained in Paragraph 24 of the Complaint.
- 2 25. City denies each and every allegation contained in Paragraph 25 of the Complaint.
- 3 26. City denies each and every allegation contained in Paragraph 26 of the Complaint.
- 4 27. In response to Paragraph 27 of the Complaint, City incorporates its responses to
5 Paragraphs 1 through 26 of the Complaint, inclusive, as if fully set forth herein.
- 6 28. In response to Paragraph 28 of the Complaint, City admits that, by this action,
7 Country seeks a preliminary and permanent injunction to enjoin City from enforcing the
8 Ordinance, but denies that there are any grounds upon which such preliminary or permanent
9 injunction might issue.
- 10 29. City denies each and every allegation contained in Paragraph 29 of the Complaint.
- 11 30. City denies each and every allegation contained in Paragraph 30 of the Complaint.
- 12 31. City denies each and every allegation contained in Paragraph 31 of the Complaint.
- 13 32. City denies each and every allegation contained in Paragraph 32 of the Complaint.
- 14 33. In response to Paragraph 33 of the Complaint, City incorporates its responses to
15 Paragraphs 1 through 32 of the Complaint, inclusive, as if fully set forth herein.
- 16 34. City denies each and every allegation contained in Paragraph 34 of the Complaint.
- 17 35. City denies each and every allegation contained in Paragraph 35 of the Complaint.
- 18 36. City denies each and every allegation contained in Paragraph 36 of the Complaint.
- 19 37. City denies each and every allegation contained in Paragraph 37 of the Complaint.
- 20 38. City denies each and every allegation contained in Paragraph 38 of the Complaint.

21 FIRST AFFIRMATIVE DEFENSE

22 (Failure to State a Cause of Action)

23 39. As a first separate and distinct affirmative defense City alleges that, as to each and
24 every cause of action, Country has failed to state facts sufficient to constitute a cause of action
25 against City.

26 SECOND AFFIRMATIVE DEFENSE

27 (Failure to State Conditions for Issuance of Writ)

28 40. As a second separate and distinct affirmative defense, City alleges that Country

1 has failed to state facts sufficient to establish any basis for the issuance of a writ of mandate.

2 THIRD AFFIRMATIVE DEFENSE

3 (Failure to State Conditions for Issuance of Declaratory Relief)

4 41. As a third separate and distinct affirmative defense, City alleges that Country has
5 failed to state facts sufficient to establish any basis for the issuance of the requested declaratory
6 relief.

7 FOURTH AFFIRMATIVE DEFENSE

8 (Failure to State Conditions for Issuance of Injunctive Relief)

9 42. As a fourth separate and distinct affirmative defense, City alleges that Country has
10 failed to state facts sufficient to establish any basis for the issuance of the requested injunctive
11 relief.

12 FIFTH AFFIRMATIVE DEFENSE

13 (Failure to State a Claim for Damages)

14 43. As a fifth separate and distinct affirmative defense, City alleges that Country has
15 failed to state facts sufficient to support a claim for damages against City.

16 SIXTH AFFIRMATIVE DEFENSE

17 (Failure to Exhaust Administrative Remedies)

18 44. As a sixth separate and distinct affirmative defense, City alleges that each and
19 every cause of action is barred by Country's failure to exhaust administrative remedies.

20 SEVENTH AFFIRMATIVE DEFENSE

21 (Ripeness)

22 45. As a seventh separate and distinct affirmative defense, City alleges that, as to each
23 and every cause of action, Country's claims for relief are not ripe for judicial review.

24 EIGHTH AFFIRMATIVE DEFENSE

25 (Mootness)

26 46. As an eighth separate and distinct affirmative defense, City alleges that, to the
27 extent that this action arises out of or in connection with the City's adoption of Ordinances Nos.
28 3798 and/or 3806, each and every cause of action is moot.

1 NINTH AFFIRMATIVE DEFENSE

2 (Waiver and Estoppel)

3 47. As a ninth separate and distinct affirmative defense, City alleges that each and
4 every cause of action is barred by the doctrines of waiver and estoppel.

5 TENTH AFFIRMATIVE DEFENSE

6 (Lawful Legislative Decision)

7 48. As a tenth separate and distinct affirmative defense, City alleges that it acted
8 properly, reasonably, and in full accordance with all applicable laws in enacting Ordinances Nos.
9 3798 and 3806.

10 ELEVENTH AFFIRMATIVE DEFENSE

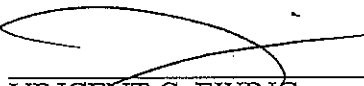
11 (Contrary to Law and Public Policy)

12 49. As an eleventh separate and distinct affirmative defense, City alleges that no writ
13 of mandate should issue because such a writ would be contrary to law, public policy and the
14 interests of the general public.

15 WHEREFORE, Defendant City of Santa Rosa prays as follows:

- 16 1. That the Verified Complaint for Declaratory Relief, Injunctive Relief, and Inverse
- 17 Condemnation be denied in its entirety with prejudice;
- 18 2. That judgment be entered in favor of City on all causes of action;
- 19 3. That Country take nothing by this action;
- 20 4. That City be awarded all reasonable costs incurred in defending this action;
- 21 5. For such other and further relief as the Court may deem just and proper.

22
23 Dated: 7/27/7

24 
25 VINCENT C. EWING
26 Assistant City Attorney
27 Attorney for Defendant
28 CITY OF SANTA ROSA

PROOF OF SERVICE
(CCP 1013, 1013a, 2015.5; CRC 2008)

I am employed in the County of Sonoma, State of California. I am over the age of 18 years and not a party to the within action. My business address is Santa Rosa City Attorney's Office, City Hall, 100 Santa Rosa Avenue, Room 8, Santa Rosa, California.

On July 27, 2007, I served the attached:

DEFENDANT'S ANSWER TO VERIFIED COMPLAINT FOR DECLARATORY RELIEF,
INJUNCTIVE RELIEF, AND INVERSE CONDEMNATION

on the following parties to this action by placing a true copy therein in a sealed envelope, addressed as follows:

Richard H. Close
Thomas W. Casparian
Yen N. Nguyen
Gilchrist & Rutter
Wilshire Palisades Building
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401-1000

(BY MAIL) I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at Santa Rosa, California, following ordinary business practices. I am readily familiar with the practice of the Santa Rosa City Attorney's Office for processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

(BY EXPRESS MAIL) I deposited such sealed envelope in a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service for receipt of Express Mail with postage fully prepaid to the addressee(s) noted above.

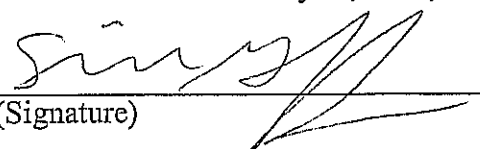
(BY OVERNIGHT DELIVERY) I deposited such sealed envelope in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for to the addressee(s) noted above.

(BY PERSONAL SERVICE) I caused each such envelope to be delivered by hand to the addressee(s) noted above.

(BY FACSIMILE) I caused the said document(s) to be transmitted by facsimile machine to the addressee(s) noted above at the following number(s): . The transmission was reported as complete and without error, and the transmission report attached hereto was properly issued by the transmitting facsimile machine.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed on July 27, 2007, at Santa Rosa, California.

Sheila Griffin
(Type or print name)


(Signature)