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6 Attorneys for Defendants
SUNROAD CENTRUM, L.P.; SUNROAD ASSET
MANAGEMENT, INC., and SUNROAD ENTERPRISES
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO
10 CENTRAL DIVISION
11

12 THE PEOPLE OF THE STATE OF
CALIFORNIA and THE CITY OF SAN
13 DIEGO, a municipal corporation,

14 Petitioners and Plaintiffs,

15 v.

16 SUNROAD CENTRUM, L.P., a California
17 Limited Partnership, SUNROAD ASSET
MANAGEMENT, INC., a California
18 corporation, SUNROAD ENTERPRISES,
CALIFORNIA DEPARTMENT OF
19 TRANSPORTATION, AERONAUTICS
DIVISION, and DOES 1 through 50,
20 inclusive,

21 Respondents and Defendants.
22

23 AIRCRAFT OWNERS AND PILOTS
ASSOCIATION, INC., a New Jersey non-
24 profit corporation, and COMMUNITY
AIRFIELDS ' ASSOCIATION OF SAN
25 DIEGO, INC., a California non-profit
corporation,
26

27 Real Parties In Interest.
28

No. GIC 877054

**ANSWER OF DEFENDANTS SUNROAD
ENTERPRISES, SUNROAD ASSET
MANAGEMENT, INC., AND SUNROAD
CENTRUM, LP TO UNVERIFIED FIRST
AMENDED COMPLAINT**

Dept: 61
Judge: Hon. John S. Meyer

Complaint Filed: January 10, 2007

1 Defendants Sunroad Centrum, LP, Sunroad Asset Management, Inc., and Sunroad
2 Enterprises (“Sunroad”) hereby answers the unverified Complaint of plaintiffs the People of the
3 State of California and the City of San Diego (“Plaintiffs”) as follows:

4 1. Sunroad answers the First Amended Complaint pursuant to Section 431.30 of the
5 California Code of Civil Procedure by denying, generally and specifically, each and every
6 allegation contained in the First Amended Complaint against Sunroad, and to each and every part
7 thereof, including the causes of action purportedly contained therein. Sunroad further denies that
8 Plaintiffs have been damaged in any amount and that Plaintiffs are entitled to any relief.

9 **SEPARATE AND ADDITIONAL DEFENSES TO COMPLAINT AND**
10 **EACH ALLEGED CAUSE OF ACTION THEREIN**

11 **FIRST AFFIRMATIVE DEFENSE**
12 **(Failure to State A Cause of Action)**

13 2. The First Amended Complaint, and each and every claim alleged therein, fail to
14 state facts sufficient to constitute a cause of action upon which relief may be granted.

15 **SECOND AFFIRMATIVE DEFENSE**
16 **(Statute of Limitations)**

17 3. Sunroad is informed and believes, and on that basis alleges, that some or all of
18 Plaintiffs’ claims are barred by the applicable statute of limitations.

19 **THIRD AFFIRMATIVE DEFENSE**
20 **(Compliance with Law)**

21 4. The First Amended complaint and each cause of action alleged therein are barred
22 because Sunroad complied with all applicable provisions of state and local law.

23 **FOURTH AFFIRMATIVE DEFENSE**
24 **(Unclean Hands)**

25 5. The First Amended Complaint and each cause of action alleged therein are barred
26 by the doctrine of unclean hands.

1 **FIFTH AFFIRMATIVE DEFENSE**
2 **(Laches)**

3 6. The First Amended Complaint and each cause of action alleged therein are barred
4 by the doctrine of laches.

5 **SIXTH AFFIRMATIVE DEFENSE**
6 **(Waiver)**

7 7. Plaintiffs have engaged in conduct and activities with respect to the subject matter
8 of the First Amended Complaint by reason of which each of them has waived any claims or
9 demands against Sunroad, respectively.

10 **SEVENTH AFFIRMATIVE DEFENSE**
11 **(Estoppel)**

12 8. Plaintiffs have engaged in conduct and activities with respect to the subject matter
13 of the First Amended Complaint by reason of which each of them is estopped from asserting any
14 claims or demands against Sunroad.

15 **EIGHTH AFFIRMATIVE DEFENSE**
16 **(Separation of Powers)**

17 9. To the extent the City Attorney requests relief, said relief is barred because it
18 would require the Court to substitute its judgment for that of the City of San Diego, to engage in
19 land use planning in violation of the principles of separation of powers and/or to engage in
20 continuous judicial supervision over local government affairs.

21 **NINTH AFFIRMATIVE DEFENSE**
22 **(Lack of Authorization)**

23 10. To the extent the City Attorney requests relief, said relief is barred because the
24 City Attorney lacks capacity or standing to bring this suit without authorization from the City of
25 San Diego.

26 **TENTH AFFIRMATIVE DEFENSE**
27 **(Justification)**

28 11. Sunroad was justified in doing any and/or all of the acts alleged in the First

1 Amended Complaint.

2 **ELEVENTH AFFIRMATIVE DEFENSE**
3 **(Privilege)**

4 12. Sunroad was privileged in doing any/or all of the acts alleged in the First Amended
5 Complaint.

6 **TWELFTH AFFIRMATIVE DEFENSE**
7 **(Consent)**

8 13. The First and Fourth Causes of Action in the First Amended Complaint are barred
9 by virtue of plaintiff's prior consent to the complained-of acts.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**
11 **(No duty to Perform Requested Act)**

12 14. The Second Cause of Action in the First Amended Complaint fails to state a basis
13 on which a writ of mandate can be granted because the Department of Transportation has no
14 present duty to perform the acts sought to be compelled.

15 **FOURTEENTH AFFIRMATIVE DEFENSE**
16 **(Discretion)**

17 15. The Second Cause of Action in the First Amended Complaint fails to state a basis
18 on which a writ of mandate can be granted because the acts sought to be compelled are
19 discretionary in nature, and the Department of Transportation exercised its discretion properly
20 and without prejudice to Plaintiffs. The Department of Transportation cannot be compelled to
21 exercise discretionary powers in a particular manner.

22 **FIFTEENTH AFFIRMATIVE DEFENSE**
23 **(No Abuse of Discretion)**

24 16. The Second Cause of Action in the First Amended Complaint fails to state a basis
25 on which a writ of mandate can be granted because the Department of Transportation has
26 properly exercised discretion vested in it, and, based upon applicable facts and law, have not
27 abused its discretion.

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- B. That the First Amended Complaint be dismissed with prejudice;
- C. That the Court award Sunroad expenses and costs, including attorneys' fees, to the extent allowed by law or contract in this action.
- D. That the Court grant Sunroad such further relief to which Sunroad may now or hereafter be entitled.

Dated: February 9, 2007

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