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2 Glenn Trout [name changed]
3 [attorney info redacted]
4 [attorney info redacted]

5 Attorney for Defendants SWIFT VOCATIONAL
6 SCHOOL and GREGORY D. BURTON

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 **[redacted] DISTRICT, [redacted] COURTHOUSE**

11 VINCENTE PROPERTIES, INC.
12 [name changed]

13 Plaintiff

14 vs.

15 SWIFT VOCATIONAL SCHOOL,
16 GREGORY D. BURTON
17 and

18 DOEs 1 through 5, Inclusive,
19 [names changed]

20 Defendants

Case Number: [redacted]

Dept.: [redacted]

Judge: [redacted]

Complaint filed: [redacted]

Trial Date: [redacted]

**ANSWER BY DEFENDANTS SWIFT
VOCATIONAL SCHOOL AND
GREGORY D. BURTON TO
COMPLAINT FOR UNLAWFUL
DETAINER**

21 TO THE HONORABLE COURT:

22 Defendants SWIFT VOCATIONAL SCHOOL (hereinafter “**SWIFT**”) and
23 GREGORY D. BURTON (hereinafter “**GREGORY**”), (hereinafter collectively
24 “**ANSWERING DEFENDANTS**”), appearing on behalf of themselves and for no other
25 Defendant, hereby answer the Complaint for Unlawful Detainer (hereinafter the “**UD
COMPLAINT**”) of the so-called “Plaintiff” that purports to be VINCENTE PROPERTIES,
26 INC. (hereinafter “**VINCENTE-INC**”).

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2 ANSWERING DEFENDANTS have filed a Notice of Related Cases, citing the
3 above-entitled case, in another pre-existing case: [redacted], LASC Case No. [redacted]
4 (hereinafter the “**MAIN CASE**”), filed [redacted] in the Superior Court of California, County
5 of Los Angeles, Central Division, Stanley Mosk Courthouse.

6 Concurrently with filing this Answer in the above-entitled case (hereinafter the
7 “**NEW CASE**”), ANSWERING DEFENDANTS have also filed in the NEW CASE: (a) a
8 copy of the said Notice of Related Cases, and (b) a Request to Take Judicial Notice of
9 Summons, Complaint, Lis Pendens, and Joint Declaration in Closely Related Case [Evidence
10 Code §§ 452 and 453], and ANSWERING DEFENDANTS do hereby request that this Court
11 take judicial notice of the documents set forth in Exhibit A, Exhibit B and Exhibit C attached
12 thereto. Said Exhibit C sets forth the Complaint in the MAIN CASE (hereinafter the “**MAIN**
13 **COMPLAINT**”). Said Exhibit A sets forth a Notice of Pendency of Action [Lis Pendens,
14 CCP 405.20] Pursuant to Real Property Located at [redacted], California (hereinafter the
15 “**LIS PENDENS**”), filed on [redacted], 2006 in the office of the Los Angeles County
16 Recorder pursuant to the MAIN CASE, and duly recorded therein. Said Exhibit B sets forth
17 a Declaration by Plaintiffs [redacted] in Support of Application for Appointment of Receiver
18 filed in the MAIN CASE (hereinafter the “**JOINT DECLARATION**”).

19 ANSWERING DEFENDANTS request that this Court take note of the following: (a)
20 GREGORY is both a Defendant in the NEW CASE and a plaintiff in the MAIN CASE, (b)
21 SWIFT is a Defendant in the NEW CASE and is referenced throughout the Complaint in the
22 MAIN CASE—beginning at p. 15 (line 21), (c) VINCENTE-INC is both the so-called
23 “Plaintiff” in the NEW CASE and a defendant in the MAIN CASE, and (d) Glenn Trout
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2 (hereinafter “**TROUT**”) is the attorney for both the ANSWERING DEFENDANTS in the
3 NEW CASE and for the Plaintiffs in the MAIN CASE.

4 As to the UD COMPLAINT, and pursuant to Code of Civil Procedure, § 431.30(b)
5 and (d), ANSWERING DEFENDANTS admit, deny and allege as follows:

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7 1. ANSWERING DEFENDANTS admit that VINCENTE-INC is a California corporation,
8 whose principal place of business, as listed with the California Secretary of State, is
9 in Los Angeles County. ANSWERING DEFENDANTS deny the remaining
10 allegations in ¶ 1 of the UD COMPLAINT, and specifically deny that VINCENTE-
11 INC is the “Plaintiff” herein (hence, the use of quotation marks around “Plaintiff”).
12 ANSWERING DEFENDANTS allege that VINCENTE-INC is being unlawfully
13 controlled and unlawfully managed by an unlawfully constituted board of directors
14 and officers unlawfully elected or appointed thereby. ANSWERING
15 DEFENDANTS further allege that a syndicate of criminal suspects (hereinafter the
16 “**SUSPECTS**”) (a) have defrauded the true majority shareholders of VINCENTE-
17 INC of their shares, (b) have denied said true majority shareholders of their right to
18 attend and to vote at shareholder meetings, (c) have elected, over the vehement
19 protest of the said true majority shareholders, a board of directors consisting of
20 themselves and their nefarious agents, which board has elected or appointed officers
21 consisting again of themselves and their nefarious agents, and (d) have conducted
22 and are continuing to conduct the business of VINCENTE-INC in a manner that
23 benefits themselves and their criminal enterprise, rather than benefiting
24 VINCENTE-INC and the said true shareholders thereof. ANSWERING
25 DEFENDANTS further allege that the UD COMPLAINT is subscribed without

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2 verification by attorney Madeline Easton (hereinafter “EASTON”), and is signed
3 by no other person. ANSWERING DEFENDANTS further allege that
4 VINCENTE-INC cannot obtain and be represented by counsel as plaintiff in a
5 lawsuit except under the authority of a bona fide resolution of its lawfully
6 constituted board of directors, or by the act of a lawfully elected officer.
7 ANSWERING DEFENDANTS further allege that, lacking such lawful authority to
8 so represent VINCENTE-INC, EASTON is not the attorney for VINCENTE-INC,
9 but is instead the attorney for the SUSPECTS. ANSWERING DEFENDANTS
10 further allege that EASTON herself is neither a lawful officer nor a lawful director
11 of VINCENTE-INC. ANSWERING DEFENDANTS therefore allege that
12 VINCENTE-INC has not executed the UD COMPLAINT, and therefore (a)
13 VINCENTE-INC is not the “Plaintiff” in the NEW CASE, (b) the UD
14 COMPLAINT has been filed in this Court illegally, and (c) this honorable Court
15 has no subject matter jurisdiction over the NEW CASE.

16 2. ANSWERING DEFENDANTS admit the allegations in ¶ 2 of the UD COMPLAINT.

17 ANSWERING DEFENDANTS allege that GREGORY is the chief executive
18 officer of SWIFT.

19 3. ANSWERING DEFENDANTS admit the allegations in ¶ 3 of the UD COMPLAINT.

20 4. ANSWERING DEFENDANTS deny the allegations in the last sentence of ¶ 4 of the
21 UD COMPLAINT. ANSWERING DEFENDANTS lack sufficient knowledge or
22 information to answer the remaining allegations in ¶ 4 of the UD COMPLAINT.

23 5. ANSWERING DEFENDANTS deny the allegations in ¶ 5 of the UD COMPLAINT.

24 ANSWERING DEFENDANTS allege that the Plaintiffs in the MAIN CASE are the
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2 true majority shareholders of VINCENTE-INC. ANSWERING DEFENDANTS
3 further allege that on [redacted], 2006 they served the LIS PENDENS on
4 VINCENTE-INC and on many of the SUSPECTS, and then recorded it in the office
5 of the Los Angeles County Recorder. ANSWERING DEFENDANTS further
6 allege that VINCENTE-INC (but not “Plaintiff”) is the owner of certain commercial
7 real property located at [redacted] (hereinafter the “**PALLEY PROPERTY**”).
8 ANSWERING DEFENDANTS further allege that the full description of the
9 PALLEY PROPERTY, including its legal description, is set forth in MAIN
10 COMPLAINT ¶ 25 (pp. 20-23). ANSWERING DEFENDANTS further allege that
11 the LIS PENDENS identifies this very same real property that is the subject of the
12 UD COMPLAINT.

13 6. ANSWERING DEFENDANTS deny the allegations in ¶ 6 of the UD COMPLAINT,
14 and specifically deny that they are, or have ever been, “tenants at will” on the
15 PALLEY PROPERTY. ANSWERING DEFENDANTS allege that [redacted]
16 (hereinafter “**PALLEY-INC**”) leases the PALLEY PROPERTY from VINCENTE-
17 INC and operates a skilled nursing facility thereon. ANSWERING DEFENDANTS
18 further allege that their occupancy on the PALLEY PROPERTY comprises a very
19 small portion thereof and is governed by the contract set forth in MAIN
20 COMPLAINT ¶ 152 (pp. 66-68) (therein called, and hereinafter the “**P/V-**
21 **GREGORY ORAL CONTRACT**”), to which VINCENTE-INC is a party.
22 ANSWERING DEFENDANTS further allege that GREGORY is the owner and
23 developer of certain intellectual property, including [redacted] (hereinafter “**XYZ**”).
24 The P/V-GREGORY ORAL CONTRACT provides, *inter alia*, the very terms by

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2 which GREGORY and SWIFT shall occupy the PALLEY PROPERTY and the
3 consideration therefor, to wit: (a) “PALLEY-INC shall permit GREGORY to utilize
4 its facilities, equipment (including computers) and patient records for purposes of
5 developing XYZ, and also, when the need for systems development is urgent, funds
6 and employee labor for purposes of developing computer systems, but PALLEY-
7 INC shall neither hold any ownership interest in XYZ and shall neither provide use
8 of nor sub-license XYZ to any other nursing facility or hospital;” MAIN CASE
9 Complaint ¶ 152(c), p. 67, lines 12-18, (b) “PALLEY-INC shall permit GREGORY
10 to utilize its facilities to operate a nursing school [i.e. SWIFT], but shall have no
11 ownership interest in, or control over, such school;” MAIN CASE Complaint ¶
12 152(e), p. 68, lines 2-4, emphasis added, (c) GREGORY “shall train high quality
13 nurses for PALLEY-INC,” MAIN COMPLAINT ¶ 152(a)(3) (p. 67, lines 6-7), and
14 (d) GREGORY “shall license PALLEY-INC to utilize XYZ, in each of its
15 evolutionary iterations as it is developed by him,” MAIN COMPLAINT ¶ 152(a)(3)
16 (p. 67, lines 5-6). ANSWERING DEFENDANTS further allege that pursuant
17 thereto, GREGORY did train, and through SWIFT continues to train, high quality
18 nurses for PALLEY-INC, and GREGORY did license PALLEY-INC to utilize
19 XYZ, which it continues to utilize today pursuant to said license.

- 20 7. ANSWERING DEFENDANTS deny the allegations in ¶ 7 of the UD COMPLAINT.
21 ANSWERING DEFENDANTS allege that the P/V-GREGORY ORAL
22 CONTRACT is the operative “rental agreement” between ANSWERING
23 DEFENDANTS and VINCENTE-INC.
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8. ANSWERING DEFENDANTS deny the allegations in ¶ 8 of the UD COMPLAINT.

ANSWERING DEFENDANTS admit that they received the “NOTICE” described in UD COMPLAINT ¶ 8 (hereinafter the “NOTICE”), but deny that it was executed or served on them by the true owner of the PALLEY PROPERTY (i.e. by VINCENTE-INC). ANSWERING DEFENDANTS allege that the NOTICE was fraudulently executed and fraudulently served by the SUSPECTS who are not the lawful owners of the PALLEY PROPERTY and who are in unlawful control thereof.

9. ANSWERING DEFENDANTS deny the allegations in ¶ 9 of the UD COMPLAINT.

ANSWERING DEFENDANTS allege that the NOTICE is entirely fraudulent.

10. ANSWERING DEFENDANTS admit the allegations in ¶ 10 of the UD COMPLAINT.

11. ANSWERING DEFENDANTS deny the allegations in ¶ 11 of the UD COMPLAINT, and specifically deny that they are in unlawful detainer of the PALLEY PROPERTY. ANSWERING DEFENDANTS further specifically deny that the “Plaintiff” has been, or will be, “damaged” by them.

12. ANSWERING DEFENDANTS deny the allegations in ¶ 12 of the UD COMPLAINT.

ANSWERING DEFENDANTS allege that the “Plaintiff” does not lawfully own the PALLEY PROPERTY, has no standing in the NEW CASE, has filed the NEW CASE illegally, and therefore cannot, as to the NEW CASE, remit to the jurisdiction of this Court.

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ADDITIONAL ALLEGATIONS

13. ANSWERING DEFENDANTS allege that [redacted] (hereinafter “**PENELOPE**”), who is the lead defendant in the MAIN CASE and is among the SUSPECTS, intended to defend herself therein by (a) obtaining mortgage loans encumbering one or more of the five real properties contested therein, including the PALLEY PROPERTY (which is the largest and most valuable), and (b) using the proceeds thereof to pay her attorney fees. ANSWERING DEFENDANTS further allege that they have recorded Notices of Pendency of Action, including the LIS PENDENS, against the said five properties and that this has frustrated PENELOPE’S efforts to obtain such financing.

14. ANSWERING DEFENDANTS allege that the UD COMPLAINT was filed by EASTON on behalf of the SUSPECTS in retaliation for the MAIN COMPLAINT and the LIS PENDENS. [redacted] (hereinafter “**CARL**”) is among the SUSPECTS. As set forth in the MAIN COMPLAINT ¶ 74 (pp. 35-36), CARL demanded that three plaintiffs therein be prepared to give false testimony in “support” of a deposition in which CARL had perjured himself, but the said plaintiffs did just the opposite by alleging in the MAIN COMPLAINT, publicly filed in the Superior Court, the details of CARL’S deposition perjury (*see* MAIN COMPLAINT ¶¶ 249-251, pp. 113-115). ANSWERING DEFENDANTS further allege that EASTON is an attorney for CARL whose office address ([redacted]) is in a building that is in fact owned by CARL and where CARL also maintains the offices of the suspected criminal syndicate. ANSWERING DEFENDANTS further

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2 allege that CARL ordered EASTON to file the UD COMPLAINT in retaliation for
3 publicly revealing of his perjury.

4 15. ANSWERING DEFENDANTS allege that the SUSPECTS, including CARL and
5 PENELOPE, are extremely fearful that the plaintiffs in the MAIN CASE may begin
6 “whistle blowing” by reporting the many crimes of the SUSPECTS to various law
7 enforcement authorities, which crimes include, in addition to the perjury, [list of
8 crimes redacted], and conspiring to commit such crimes. ANSWERING
9 DEFENDANTS further allege that the plaintiffs in the MAIN CASE are currently
10 in the process of contacting numerous law enforcement authorities for the purpose
11 of reporting and providing evidence of such crimes. ANSWERING
12 DEFENDANTS further allege that the UD COMPLAINT was filed to harass the
13 plaintiffs in the MAIN CASE for purposes of intimidating them from so reporting.

14 16. ANSWERING DEFENDANTS allege that EASTON was admitted to the State Bar in
15 [redacted] and has been practicing law in California, and in the Los Angeles
16 Superior Court, for nearly *thirty years*. ANSWERING DEFENDANTS allege that
17 when EASTON filed the UD CASE, she failed to file a Notice of Related Cases in
18 knowing and willful violation of Los Angeles Local Rule 7.3(f)(2), because (a)
19 EASTON and the SUSPECTS believed that any attorney that the ANSWERING
20 DEFENDANTS could afford to hire with their limited financial resources (*i.e.*
21 TROUT) could be intimidated and trounced upon by them and would therefore not
22 notice their said willful failure, or would not know what to do about it, and that they
23 could therefore *get away with violating the Local Rules*, (b) EASTON and the
24 SUSPECTS wished and intended to conceal from this Court the fact of the pre-
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2 existing MAIN CASE so that the Court would not know about the P/V-GREGORY
3 ORAL CONTRACT and would therefore mistakenly presume the NEW CASE to
4 be a typical and simple eviction of “tenants at will,” and (c) EASTON and the
5 SUSPECTS wished and intended to conceal from this Court the fact that
6 VINCENTE-INC is being unlawfully controlled by the SUSPECTS who have filed
7 the NEW CASE illegally. ANSWERING DEFENDANTS further allege that
8 EASTON and the SUSPECTS have thereby given a “slap in the face” to this
9 honorable Court and to the honorable Court in the MAIN CASE.

10 17. ANSWERING DEFENDANTS allege that EASTON and the SUSPECTS filed the
11 NEW CASE because they wished and intended to harass the Plaintiffs in the MAIN
12 CASE in order (1) to distract them from their prosecution of the MAIN CASE, (2)
13 to deplete their financial resources by forcing GREGORY to relocate SWIFT to
14 new premises where cash rent would need to be paid, and (c) to deplete their
15 emotional resources by perpetrating yet another evil upon them in addition the long
16 list of evils set forth in the MAIN COMPLAINT.

17 18. ANSWERING DEFENDANTS further allege that EASTON filed the NEW CASE in
18 violation of Code of Civil Procedure (hereinafter “CCP”) § 128.7(b)(1) for an
19 improper purpose and to harass the Plaintiffs in the MAIN CASE and to cause
20 unnecessary delay in the MAIN CASE and needless increase in their overall cost of
21 litigation.

22 19. ANSWERING DEFENDANTS allege that EASTON filed the NEW CASE for purposes
23 of deceit and collusion and is therefore guilty of a misdemeanor in violation of
24 Business and Professions Code (hereinafter “BPC”) § 6128(a). Said deceit was
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2 directed at this honorable Court, at the honorable Court in the MAIN CASE, at the
3 plaintiffs in the MAIN CASE, and at the ANSWERING DEFENDANTS. Said
4 collusion or conspiracy was with CARL, PENELOPE and the remaining
5 SUSPECTS.

6 20. ANSWERING DEFENDANTS allege that, as set forth in the MAIN COMPLAINT in
7 ¶¶ 68-89 (pp. 33-42), the Plaintiffs in the MAIN CASE undertook great effort, prior
8 to filing the MAIN CASE, to settle this matter with CARL and PENELOPE, but
9 CARL and PENELOPE refused any and all efforts at a reasonable settlement.

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11 **AFFIRMATIVE DEFENSES**

12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Unlawful Control of Corporation)**

14 21. The Court lacks subject matter jurisdiction over the NEW CASE. The SUSPECTS are
15 in unlawful control of VINCENTE-INC, and acting thereby have caused
16 VINCENTE-INC to be the so-called “Plaintiff” in this action, which action is illegal
17 and against the interests of VINCENTE-INC and its majority shareholders.
18 “Plaintiff,” which is comprised exclusively of the SUSPECTS, does not own the
19 PALLEY PROPERTY, and, in fact, is itself in unlawful detainer thereof because
20 the true majority shareholders of VINCENTE-INC wish to evict them from the said
21 property and to rid the skilled nursing facility thereon of them and their nefarious
22 criminal activities.

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SECOND AFFIRMATIVE DEFENSE

(Illegal Filing of Lawsuit by Attorney)

22. The Court lacks subject matter jurisdiction over the NEW CASE. The UD COMPLAINT has been illegally filed by EASTON, an attorney who claims to represent VINCENTE-INC, but who in fact does not represent VINCENTE-INC. It is illegal for an attorney to file a lawsuit in behalf of a “plaintiff” corporation that she in fact does not represent.

THIRD AFFIRMATIVE DEFENSE

(No Standing)

23. The Court lacks subject matter jurisdiction over the NEW CASE. The UD COMPLAINT has been unlawfully filed by the attorney for the SUSPECTS, who are the true plaintiffs herein (rather than VINCENTE-INC). Neither the SUSPECTS nor EASTON has standing to sue the ANSWERING DEFENDANTS for anything alleged in the UD COMPLAINT.

FOURTH AFFIRMATIVE DEFENSE

(Another Action Pending)

24. The matters set forth in the UD COMPLAINT are already in litigation. As set forth in the MAIN COMPLAINT, a prior action was already pending, and had already been served on VINCENTE-INC and on several of the SUSPECTS prior to the filing of the UD COMPLAINT. Also, the LIS PENDENS was served and recorded prior to the filing of the UD COMPLAINT.

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FIFTH AFFIRMATIVE DEFENSE

(Retaliation for Filing MAIN COMPLAINT)

25. The NEW CASE has been unlawfully filed in retaliation for the filing and serving on the SUSPECTS the MAIN COMPLAINT, its summons, and the LIS PENDENS.

SIXTH AFFIRMATIVE DEFENSE

(Retaliation for Public Revelation of Perjury)

26. The NEW CASE has been unlawfully filed in retaliation for the public revelation, via the filing of the MAIN COMPLAINT, of perjury committed by CARL.

SEVENTH AFFIRMATIVE DEFENSE

(Intimidation to Prevent Whistle Blowing)

27. The NEW CASE has been unlawfully filed to intimidate the Plaintiffs in the MAIN CASE, and others associated with them, from engaging in “whistle blowing” to law enforcement authorities about the many crimes committed by the SUSPECTS.

EIGHTH AFFIRMATIVE DEFENSE

(Violation of CCP § 128.7(b)(1))

28. The NEW CASE has been unlawfully filed to harass the Plaintiffs in the MAIN CASE and to cause unnecessary delay in the MAIN CASE and needless increase in the cost of litigation therein, in violation of CCP § 128.7(b)(1).

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NINTH AFFIRMATIVE DEFENSE

(Violation of BPC § 6128(a))

29. EASTON filed the NEW CASE for purposes of deceit and collusion and is therefore guilty of a misdemeanor in violation of BPC § 6128(a).

TENTH AFFIRMATIVE DEFENSE

(Fraud and Conspiracy to Defraud)

30. The SUSPECTS have long been engaged in a despicable fraud and conspiracy to defraud the Plaintiffs in the MAIN CASE, and filing the UD COMPLAINT is yet another act undertaken by them in furtherance of such fraud and conspiracy to defraud.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

31. To the extent the “Plaintiff” seeks equitable relief, the “Plaintiff’s” inequitable conduct constitutes unclean hands and therefore bars the granting of the relief requested.

TWELFTH AFFIRMATIVE DEFENSE

(Consent)

32. The ANSWERING DEFENDANTS have long occupied, and continue to occupy, the PALLEY PROPERTY by the ongoing consent of VINCENTE-INC, even if recently “denied” such consent by the SUSPECTS.

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THIRTEENTH AFFIRMATIVE DEFENSE
(Breach of Contract)

33. By endeavoring to evict the ANSWERING DEFENDANTS, the “Plaintiff” or VINCENTE-INC is in breach of the contract by which the ANSWERING DEFENDANTS lawfully occupy the PALLEY PROPERTY.

FOURTEENTH AFFIRMATIVE DEFENSE
(Bad Faith)

34. By endeavoring to evict the ANSWERING DEFENDANTS, the “Plaintiff” or VINCENTE-INC is in breach of the covenant of good faith and fair dealing as to the contract by which the ANSWERING DEFENDANTS lawfully occupy the PALLEY PROPERTY.

FIFTEENTH AFFIRMATIVE DEFENSE
(Inadequate Consideration)

35. The ANSWERING DEFENDANTS have provided to the “Plaintiff” valuable nurse training services and license to use valuable intellectual property (which the “Plaintiff” is presently using and intends to keep using), for which the ANSWERING DEFENDANTS have not been adequately compensated. Use of the PALLEY PROPERTY by the ANSWERING DEFENDANTS has provided a channel for partial (but still inadequate) consideration to the ANSWERING DEFENDANTS. Eviction would close such channel, thereby eliminating payment of the consideration still owing to the ANSWERING DEFENDANTS.

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2 **SIXTEENTH AFFIRMATIVE DEFENSE**

3 **(Promissory estoppel)**

4 36. The “Plaintiff” made clear and unambiguous promises to the ANSWERING
5 DEFENDANTS, and based thereon, the ANSWERING DEFENDANTS have
6 provided to the “Plaintiff” valuable services and license to use valuable intellectual
7 property (which the “Plaintiff” is presently using and intends to keep using), for
8 which the ANSWERING DEFENDANTS have not been adequately compensated.
9 By endeavoring to evict the ANSWERING DEFENDANTS, the “Plaintiff” has
10 breached its promises, and the ANSWERING DEFENDANTS are therefore entitled
11 to invoke promissory estoppel.
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13 **SEVENTEENTH AFFIRMATIVE DEFENSE**

14 **(Acceptance of Rent after Termination Date)**

15 37. The “Plaintiff” has continued to utilize the intellectual property of the ANSWERING
16 DEFENDANTS after the passage of the termination date stated in the NOTICE.
17 Also, the “Plaintiff” has employed and intends to keep employing nurses trained by
18 the ANSWERING DEFENDANTS after the passage of the termination date stated
19 in the NOTICE. This constitutes acceptance of consideration for rent after the
20 termination date, which bars the “Plaintiff” from proceeding for unlawful detainer.
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EIGHTEENTH AFFIRMATIVE DEFENSE

(Insufficient Allegation of Facts)

38. The UD COMPLAINT does not state facts sufficient to constitute a cause of action against the ANSWERING DEFENDANTS, or at all.

NINETEENTH AFFIRMATIVE DEFENSE

(Culpability of “Plaintiff” for Any Damages)

39. If any damage and/or breach complained of by “Plaintiff” has in fact occurred, such damage and/or breach was in truth and in fact the sole result of “Plaintiff’s” actions and/or inactions and not as the result of any action or inaction on the part of the ANSWERING DEFENDANTS or either of them. Such actions of “Plaintiff” are primarily the ongoing criminal acts by the SUSPECTS. Such inactions of “Plaintiff” are primarily the failure to cease such criminal acts.

TWENTIETH AFFIRMATIVE DEFENSE

(No Causal Connection)

40. No causal connection exists between any alleged wrongful act or omission on the part of the ANSWERING DEFENDANTS, or either of them, and any damage that was reputedly sustained by “Plaintiff”. The primary cause of any such damage was and is the ongoing criminal acts by the SUSPECTS.

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TWENTY FIRST AFFIRMATIVE DEFENSE

(Failure to Mitigate)

41. "Plaintiff" is barred from recovering any relief pursuant to the UD COMPLAINT by reason of its failure to take reasonable steps to mitigate any purported damage that it has allegedly suffered. The primary means by which "Plaintiff" (*i.e.* the SUSPECTS) should have mitigated, and should mitigate, any purported damage was and is for the SUSPECTS to cease their ongoing criminal acts.

TWENTY SECOND AFFIRMATIVE DEFENSE

(Collateral Estoppel)

42. As a direct result of its conduct, including the criminal acts by the SUSPECTS, "Plaintiff" is estopped from asserting or maintaining the allegations that are contained in the UD COMPLAINT against the ANSWERING DEFENDANTS, or at all.

TWENTY THIRD AFFIRMATIVE DEFENSE

(Release)

43. The "Plaintiff's" actions, including the criminal acts by the SUSPECTS, constituted a full release by "Plaintiff" of any and all claims that "Plaintiff" may have against ANSWERING DEFENDANTS.

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2 **TWENTY FOURTH AFFIRMATIVE DEFENSE**

3 **(Waiver)**

4 44. By its conduct, including the criminal acts by the SUSPECTS, “Plaintiff” has waived all
5 claims asserted in the UD COMPLAINT.
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7 **TWENTY FIFTH AFFIRMATIVE DEFENSE**

8 **(Voluntary Participation and Engagement)**

9 45. “Plaintiff’s” claims are barred, in whole or in part, by its voluntary participation and
10 engagement in the acts, including the criminal acts by the SUSPECTS, which
11 purportedly resulted in the alleged damage.
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13 **TWENTY SIXTH AFFIRMATIVE DEFENSE**

14 **(Voluntary Assumption of Known Risk)**

15 46. “Plaintiff”, by its conduct is barred from asserting any and all claims or remedies, if any,
16 against the ANSWERING DEFENDANTS as a result of its voluntary assumption
17 of the known risk of suffering damage, if any, in connection with the alleged
18 transaction and occurrences. The greatest such risk taken by “Plaintiff” (i.e. by the
19 SUSPECTS) has been the longstanding engagement in criminal misconduct.

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2 **TWENTY SEVENTH AFFIRMATIVE DEFENSE**

3 **(Offset)**

4 47. ANSWERING DEFENDANTS allege they have suffered damages by reason of
5 “Plaintiff’s” conduct and that they have the right of offset if any amount of money
6 is owed to “Plaintiff” or due “Plaintiff” by way of damage.
7

8 **TWENTY EIGHTH AFFIRMATIVE DEFENSE**

9 **(Mutual Mistake)**

10 48. ANSWERING DEFENDANTS allege that if there presently exists or ever existed, any
11 or all of the alleged rights, claims or obligations which “Plaintiff” seeks by way of
12 its UD COMPLAINT, said claims or obligations are unenforceable by reason of
13 mutual mistake. ANSWERING DEFENDANTS further allege that their greatest
14 “mistake” was to wait for such a long time before consulting an attorney and
15 seeking justice by filing the MAIN CASE.
16

17 **TWENTY NINTH AFFIRMATIVE DEFENSE**

18 **(Reservation of Affirmative Defenses)**

19 49. ANSWERING DEFENDANTS have insufficient knowledge or information on which to
20 form a belief as to whether or not additional affirmative defenses are available and
21 specifically reserve the right to assert such additional defenses in the event that
22 discovery indicates their propriety.
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WHEREFORE, ANSWERING DEFENDANTS pray for judgment by this Court as follows:

1. That the UD COMPLAINT be dismissed with prejudice;
2. For the award of costs of suit incurred and reasonable attorney's fees;
3. For such further or different relief as the Court deems just and proper.

Dated: _____

Glenn Trout

Attorney for Defendants SWIFT
VOCATIONAL SCHOOL and GREGORY D.
BURTON

1

2 **PROOF OF SERVICE**

3 I, the undersigned, declare:

4 I am a citizen of the United States of America, am over the age of eighteen (18) years, and
5 am not a party to the within action. My address is [redacted].

6 On _____, I caused to be served the following document(s): **ANSWER BY**
7 **DEFENDANTS SWIFT VOCATIONAL SCHOOL AND GREGORY D. BURTON TO**
8 **COMPLAINT FOR UNLAWFUL DETAINER**, on the parties involved, enclosed in one
9 or more envelopes addressed as follows:

10 [redacted]

11 XX BY MAIL: I caused each envelope, with postage fully prepaid, to be placed in the
12 United States mail at Los Angeles, California.

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

15 Executed on _____, at _____, California,

16 _____

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