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Attorneys for Defendant, City Heights  
Community Development Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

FATIMA ABDELRAHMAN, an individual;  
NADIA ABDULRAHMAN, an individual;  
NATALINA KANTIEKO, an individual, and;  
IDZAI MUBAIWA, an individual,

Plaintiffs,

v.

CITY HEIGHTS COMMUNITY  
DEVELOPMENT CORPORATION, a  
California Non-Profit Corporation; and DOES 1-  
50, inclusive,

Defendants.

Case No.: 37-2024-00027594-CU-OR-CTL

ANSWER OF DEFENDANT CITY HEIGHTS  
COMMUNITY DEVELOPMENT  
CORPORATION TO SECOND AMENDED  
COMPLAINT FOR DECLARATORY RELIEF,  
EQUITABLE RELIEF, AND DAMAGES

Comes now defendant City Heights Community Development Corporation answers the  
Second Amended Complaint for Declaratory Relief, Equitable Relief, and Damages (hereafter  
“SAC”) after demurrer having been sustained without leave to amend as to the Fourth Cause of  
Action for Violation of the Bane Act, and after demurrer having been sustained with leave to amend  
as to the Sixth Cause of Action for Fraud and Seventh Cause of Action for Rescission Based on  
Intrinsic and Extrinsic Fraud and plaintiffs having failed to timely amend.

1. Answering the allegations of paragraph 1 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

2. Answering the allegations of paragraph 2 of the SAC, this answering defendant denies said allegations.

3. Answering the allegations of paragraph 3 of the SAC, this answering defendant denies said allegations.

4. Answering the allegations of paragraph 4 of the SAC, this answering defendant denies said allegations.

5. Answering the allegations of paragraph 5 of the SAC, this answering defendant denies said allegations.

6. Answering the allegations of paragraph 6 of the SAC, this answering defendant denies said allegations.

7. Answering the allegations of paragraph 7 of the SAC, this answering defendant admits that all or part of the plots farmed by the plaintiffs, and many of the other plots on the Farm, are delineated by fencing; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 7 of the SAC.

8. Answering the allegations of paragraph 8 of the SAC, this answering defendant admits that it filed a complaint in San Diego Superior Court Case No. 37-2024-00008170-CL-MC-CTL and that it filed a complaint in San Diego Superior Court Case No, 37-2024-00009788-CU-OR-CTL; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 8 of the SAC.

9. Answering the allegations of paragraph 9 of the SAC, this answering defendant denies said allegations.

10. Answering the allegations of paragraph 10 of the SAC, this answering defendant denies said allegations.

11. Answering the allegations of paragraph 11 of the SAC, this answering defendant admits that the Court in San Diego Superior Court Case No. 37-2024-00010272-CL-MC-CTL issued a temporary restraining order on March 12, 2024 and a preliminary injunction on April 19, 2024 and that said temporary restraining order and preliminary injunction speak for themselves as to their terms and conditions; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 11 of the SAC.

12. Answering the allegations of paragraph 12 of the SAC, this answering defendant denies said allegations.

13. Answering the allegations of paragraph 13 of the SAC, this answering defendant admits said allegations.

14. Answering the allegations of paragraph 14 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

15. Answering the allegations of paragraph 15 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

16. Answering the allegations of paragraph 16 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

17. Answering the allegations of paragraph 17 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

18. Answering the allegations of paragraph 18 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

19. Answering the allegations of paragraph 19 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

20. Answering the allegations of paragraph 20 of the SAC, this answering defendant admits that it is a non-profit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California; except as expressly herein, this answering defendant denies the allegations of paragraph 20 of the SAC.

21. Answering the allegations of paragraph 21 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

22. Answering the allegations of paragraph 22 of the SAC, this answering defendant admits said allegations.

23. Answering the allegations of paragraph 23 of the SAC, this answering defendant admits that on or about October 2008, the International Rescue Committee (IRC) and the City of San Diego entered into a Neighborhood Use Permit and Site Development Permit which were recorded on October 17, 2008 in the Official Records of the San Diego County Recorders Office as Document No. 2008-0542909 and subsequently re-recorded on December 12, 2008 in the Official Records of the San Diego County Recorder's Office as Document No. 2008-0633694 and that said Neighborhood Use Permit and Site Development Permit speak for themselves as to their terms and conditions and that on or about October or November 2008, the International Rescue Committee (IRC) and the City of San Diego entered into a Use and Occupancy Permit and that said Use and Occupancy Permit speaks for itself as to its terms and conditions; except as expressly admitted hereinabove, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies the allegations of paragraph 23 of the SAC.

24. Answering the allegations of paragraph 24 of the SAC, this answering defendant admits that the Neighborhood Use Permit and Site Development Permit speak for themselves as to

1 their terms and conditions; except as expressly admitted hereinabove, answering defendant lacks  
2 information or belief sufficient to answer said allegations and based thereon denies the allegations of  
3 paragraph 24 of the SAC.

4 25. Answering the allegations of paragraph 25 of the SAC, this answering defendant  
5 admits that in or about December 2019, CHCDC signed a "Memorandum of Understanding between  
6 City Heights Community Development Corporation (CHCDC) and International Rescue Committee,  
7 Inc. (IRC)" ("MOU") and that said MOU speaks for itself as to its terms and conditions; except as  
8 expressly admitted hereinabove, this answering defendant lacks information or belief sufficient to  
9 answer said allegations and based thereon denies the allegations of paragraph 25 of the SAC.

10 26. Answering the allegations of paragraph 26 of the SAC, this answering defendant  
11 denies said allegations.

12 27. Answering the allegations of paragraph 27 of the SAC, this answering defendant  
13 denies said allegations.

14 28. Answering the allegations of paragraph 28 of the SAC, this answering defendant  
15 lacks information or belief sufficient to answer said allegations and based thereon denies said  
16 allegations.

17 29. Answering the allegations of paragraph 29 of the SAC, this answering defendant  
18 lacks information or belief sufficient to answer said allegations and based thereon denies said  
19 allegations.

20 30. Answering the allegations of paragraph 30 of the SAC, this answering defendant  
21 lacks information or belief sufficient to answer said allegations and based thereon denies said  
22 allegations.

23 31. Answering the allegations of paragraph 31 of the SAC, this answering defendant  
24 lacks information or belief sufficient to answer said allegations and based thereon denies said  
25 allegations.

1           32.     Answering the allegations of paragraph 32 of the SAC, this answering defendant  
2 lacks information or belief sufficient to answer said allegations and based thereon denies said  
3 allegations.

4           33.     Answering the allegations of paragraph 33 of the SAC, this answering defendant  
5 lacks information or belief sufficient to answer said allegations and based thereon denies said  
6 allegations.

7           34.     Answering the allegations of paragraph 34 of the SAC, this answering defendant  
8 denies said allegations.

9           35.     Answering the allegations of paragraph 35 of the SAC, this answering defendant  
10 denies the allegations contained in the last two sentences of said paragraph, and lacks information or  
11 belief sufficient to answer the remaining allegations of paragraph 35 of the SAC and based thereon  
12 denies said the allegations.

13          36.     Answering the allegations of paragraph 36 of the SAC, this answering defendant  
14 lacks information or belief sufficient to answer the allegations contained in the first sentence of said  
15 paragraph and based thereon denies said allegations, and denies the remaining allegations of  
16 paragraph 36 of the SAC.

17          37.     Answering the allegations of paragraph 37 of the SAC, this answering defendant  
18 admits that on or around October 5, 2023, a Zoom meeting took place and that Alexis Villanueva,  
19 CEO of City Heights Community Development Corporation, and Natasha Salgado, an employee of  
20 City Heights Community Development Corporation, were present on Zoom for that meeting; except  
21 as expressly admitted hereinabove, answering defendant denies the allegations of paragraph 37 of  
22 the SAC.

23          38.     Answering the allegations of paragraph 38 of the SAC, this answering defendant  
24 lacks information or belief sufficient to answer said allegations and based thereon denies said  
25 allegations.

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39. Answering the allegations of paragraph 39 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

40. Answering the allegations of paragraph 40 of the SAC, this answering defendant admits the first sentence of said paragraphs, and denies the remaining allegations of paragraph 40 of the SAC.

41. Answering the allegations of paragraph 41 of the SAC, this answering defendant denies said allegations.

42. Answering the allegations of paragraph 42 of the SAC, this answering defendant admits that it received an email from Sahar Abdalla on or around November 3, 2023, and that said email speaks for itself as to its content; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 42 of the SAC.

43. Answering the allegations of paragraph 43 of the SAC, this answering defendant denies said allegations.

44. Answering the allegations of paragraph 44 of the SAC, this answering defendant admits that on January 17, 2024 at 6:36 p.m., Attorney Maressa Talbert sent the email, a copy of which is attached as Exhibit 2 to the SAC, to the various identified recipients and that said email speaks for itself as to its content; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 44 of the SAC.

45. Answering the allegations of paragraph 45 of the SAC, this answering defendant admits that on January 17, 2024, it posted "Plot Agreement Non-Renewal Notices", copies of which are attached as Exhibit 3 to the SAC at various locations at the New Roots Farm and that said notices speak for themselves as to their content; except as expressly admitted hereinabove, this answering denies the allegations of paragraph 45 of the SAC.

46. Answering the allegations of paragraph 46 of the SAC, this answering defendant admits that on January 21, 2024, the front gate of the New Roots Farm was locked with chain and

1 lock until an unknown individual cut the chain; except as expressly admitted hereinabove, this  
2 answering defendant lacks information or belief sufficient to answer said allegations and based  
3 thereon denies the allegations of paragraph 46 of the SAC.

4 47. Answering the allegations of paragraph 47 of the SAC, this answering defendant  
5 admits that at some point in time on January 21, 2024 an unknown individual cut the chain on the  
6 front gate of the New Roots Farm and that plaintiffs Abdelrahman and Kantieko, and others, entered  
7 the Farm; except as expressly admitted hereinabove, this answering defendant lacks information or  
8 belief sufficient to answer said allegations and based thereon denies the allegations of paragraph 46  
9 of the SAC.

10 48. Answering the allegations of paragraph 48 of the SAC, this answering defendant  
11 denies said allegations.

12 49. Answering the allegations of paragraph 49 of the SAC, this answering defendant  
13 denies said allegations.

14 50. Answering the allegations of paragraph 50 of the SAC, this answering defendant  
15 lacks information or belief sufficient to answer said allegations and based thereon denies the  
16 allegations of paragraph 50 of the SAC.

17 51. Answering the allegations of paragraph 51 of the SAC, this answering defendant  
18 denies said allegations.

19 52. Answering the allegations of paragraph 52 of the SAC, this answering defendant  
20 denies said allegations.

21 53. Answering the allegations of paragraph 53 of the SAC, this answering defendant  
22 lacks information or belief sufficient to answer said allegations and based thereon denies said  
23 allegations.

24 54. Answering the allegations of paragraph 54 of the SAC, this answering defendant  
25 admits that on or about January 25, 2024, Attorney Maresa Talbert, representing this answering  
26 defendant, sent an email to Attorney Katheryn Lee Boyd, then-representing Fatima Abdelrahman,  
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1 which included an attachment entitled “Notice of Belief of Abandonment and Right to Reclaim  
2 Personal Property on Behalf of Fatima Abdelrahman” and that said email and attachment speak for  
3 themselves as to their content; except as expressly admitted hereinabove, this answering defendant  
4 denies the allegations of paragraph 54 of the SAC.

5 55. Answering the allegations of paragraph 55 of the SAC, this answering defendant  
6 admits that Exhibit 4 to the SAC is a copy of a February 12, 2024 from San Diego City Attorney  
7 Mara Elliot and that said letter speaks for itself as to its content; except as expressly admitted  
8 hereinabove, this answering defendant lacks information or belief sufficient to answer said  
9 allegations and based thereon denies the allegations of paragraph 55 of the SAC.

10 56. Answering the allegations of paragraph 56 of the SAC, this answering defendant  
11 admits that on or about February 14, 2024 it received by email and certified mail a letter from the  
12 Law Offices of Ian M. Seruelo, a copy of which is attached as Exhibit 5 to the SAC, and that said  
13 letter speaks for itself as to its content; except as expressly admitted hereinabove, this answering  
14 defendant lacks information or belief sufficient to answer said allegations and based thereon denies  
15 the allegations of paragraph 56 of the SAC.

16 57. Answering the allegations of paragraph 57 of the SAC, this answering defendant  
17 admits that on or about February 14, 2024 Attorney Maresa Talbert, representing this answering  
18 defendant, sent an email to Ian M. Seruelo, a copy of which is attached as Exhibit 6 to the SAC, and  
19 that said letter speaks for itself as to its content; except as expressly admitted hereinabove, this  
20 answering defendant lacks information or belief sufficient to answer said allegations and based  
21 thereon denies the allegations of paragraph 57 of the SAC.

22 58. Answering the allegations of paragraph 58 of the SAC, this answering defendant  
23 admits that on or about March 14, 2024 it received by email and certified mail a letter from Todd T.  
24 Cardiff, a copy of which is attached as Exhibit 7 to the SAC, and that said letter speaks for itself as  
25 to its content; except as expressly admitted hereinabove, this answering defendant lacks information  
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1 or belief sufficient to answer said allegations and based thereon denies the allegations of paragraph  
2 58 of the SAC.

3 59. Answering the allegations of paragraph 59 of the SAC, this answering defendant  
4 admits that the Court in San Diego Superior Court Case No. 37- 2024-00010272-CL-MC-CTL  
5 issued a temporary restraining order on March 12, 2024 and a preliminary injunction on April 19,  
6 2024 and that said temporary restraining order and preliminary injunction speak for themselves as to  
7 their terms and conditions; except as expressly admitted hereinabove, this answering defendant  
8 denies the allegations of paragraph 59 of the SAC.

9 60. Answering the allegations of paragraph 60 of the SAC, this answering defendant  
10 denies said allegations.

11 61. Answering the allegations of paragraph 61 of the SAC, this answering defendant  
12 denies said allegations.

13 62. Answering the allegations of paragraph 62 of the SAC, this answering defendant  
14 incorporates herein its responses hereinabove to previous paragraphs.

15 63. Answering the allegations of paragraph 63 of the SAC, this answering defendant  
16 denies said allegations.

17 64. Answering the allegations of paragraph 64 of the SAC, this answering defendant  
18 claims and alleges that it had or has express or implied authority and/or right to take some or all of  
19 the actions complained of in the SAC; except as expressly admitted herein, this answering defendant  
20 denies the allegations of paragraph 64 of the SAC

21 65. Answering the allegations of paragraph 65 of the SAC, this answering defendant  
22 denies said allegations.

23 66. Answering the allegations of paragraph 66 of the SAC, this answering defendant  
24 lacks information or belief sufficient to answer said allegations and based thereon denies said  
25 allegations.

67. Answering the allegations of paragraph 67 of the SAC, this answering defendant incorporates herein its responses hereinabove to previous paragraphs.

68. Answering the allegations of paragraph 68 of the SAC, this answering defendant denies said allegations.

69. Answering the allegations of paragraph 69 of the SAC, this answering defendant denies said allegations.

70. Answering the allegations of paragraph 70 of the SAC, this answering defendant denies said allegations.

71. Answering the allegations of paragraph 71 of the SAC, this answering defendant denies said allegations.

72. Answering the allegations of paragraph 72 of the SAC, this answering defendant denies said allegations.

73. Answering the allegations of paragraph 73 of the SAC, this answering defendant denies said allegations.

74. Answering the allegations of paragraph 74 of the SAC, this answering defendant admits that on or about February 14, 2024 it received by email and certified mail a letter from the Law Offices of Ian M. Seruelo, a copy of which is attached as Exhibit 5 to the SAC, and that said letter speaks for itself as to its content; except as expressly admitted hereinabove, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies the allegations of paragraph 74 of the SAC.

75. Answering the allegations of paragraph 75 of the SAC, this answering defendant admits that on or about March 14, 2024 it received by email and certified mail a letter from Todd T. Cardiff, a copy of which is attached as Exhibit 7 to the SAC, and that said letter speaks for itself as to its content; except as expressly admitted hereinabove, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies the allegations of paragraph 75 of the SAC.

76. Answering the allegations of paragraph 76 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

77. Answering the allegations of paragraph 77 of the SAC, this answering defendant denies said allegations.

78. Answering the allegations of paragraph 78 of the SAC, this answering defendant denies said allegations.

79. Answering the allegations of paragraph 79 of the SAC, this answering defendant denies said allegations.

80. Answering the allegations of paragraph 80 of the SAC, this answering defendant incorporates herein its responses hereinabove to previous paragraphs.

81. Answering the allegations of paragraph 81 of the SAC, this answering defendant denies said allegations.

82. Answering the allegations of paragraph 82 of the SAC, this answering defendant denies said allegations.

83. Answering the allegations of paragraph 83 of the SAC, this answering defendant denies said allegations.

84. Answering the allegations of paragraph 84 of the SAC, this answering defendant denies said allegations.

85. Answering the allegations of paragraph 85 of the SAC, this answering defendant denies said allegations.

86. Answering the allegations of paragraph 86 of the SAC, this answering defendant admits that the Farm provides a source of food to many of the farmers; except as expressly admitted hereinabove, this answering defendant denies that it was "directly informed of how important Abdelrahman's plots were for her health and sustenance" and lacks information or belief sufficient to

1 answer the remaining allegations of said paragraph and based thereon denies the remaining  
2 allegations of paragraph 86 of the SAC.

3 87. Answering the allegations of paragraph 87 of the SAC, this answering defendant  
4 denies said allegations.

5 88. Answering the allegations of paragraph 88 of the SAC, this answering defendant  
6 denies said allegations.

7 89. Answering the allegations of paragraph 89 of the SAC, this answering defendant  
8 denies said allegations.

9 90. Answering the allegations of paragraph 90 of the SAC, this answering defendant  
10 denies said allegations.

11 91. Answering the allegations of paragraph 91 of the SAC, this answering defendant  
12 denies said allegations.

13 92. Answering the allegations of paragraph 92 of the SAC, this answering defendant  
14 denies said allegations.

15 93. Answering the allegations of paragraph 93 of the SAC, this answering defendant  
16 denies said allegations.

17 94. Answering the allegations of paragraph 94 of the SAC, this answering defendant  
18 denies said allegations.

19 95. Answering the allegations of paragraph 95 of the SAC, this answering defendant  
20 denies said allegations.

21 96. Answering the allegations of paragraph 96 of the SAC, this answering defendant  
22 denies said allegations.

23 97. Answering the allegations of paragraph 97 of the SAC, this answering defendant  
24 denies said allegations.

25 98. Answering the allegations of paragraph 98 of the SAC, this answering defendant  
26 incorporates herein its responses hereinabove to previous paragraphs.

99. Answering the allegations of paragraph 99 of the SAC, this answering defendant admits the cited statute speaks for itself as to content; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 99 of the SAC.

100. Answering the allegations of paragraph 100 of the SAC, this answering defendant denies said allegations.

101. Answering the allegations of paragraph 101 of the SAC, this answering defendant denies said allegations.

102. Answering the allegations of paragraph 102 of the SAC, this answering defendant denies said allegations.

103. Answering the allegations of paragraph 103 of the SAC, this answering defendant denies said allegations.

104. Answering the allegations of paragraph 104 of the SAC, this answering defendant admits that on or around December 1, 2023, it issued an Official New Roots Garden Memo and that said Memo speaks for itself as to its content; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 104 of the SAC.

105. Answering the allegations of paragraph 105 of the SAC, this answering defendant denies said allegations.

106. Answering the allegations of paragraph 106 of the SAC, this answering defendant admits that on January 21, 2024, the front gate of the New Roots Farm was locked and that a security guard was present at the New Roots Farm; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 106 of the SAC.

107. Answering the allegations of paragraph 107 of the SAC, admits that on January 21, 2024, the front gate of the New Roots Farm was locked; except as expressly admitted hereinabove, this answering defendant lacks information or belief sufficient to answer the allegations of the first sentence of said paragraph and based thereon denies said allegations, and denies the remaining allegations of paragraph 107 of the SAC.

108. Answering the allegations of paragraph 108 of the SAC, this answering defendant denies the allegations contained in the last sentence of said paragraph, and lacks information or belief sufficient to answer the remaining allegations of paragraph 108 of the SAC and based thereon denies said allegations.

109. Answering the allegations of paragraph 109 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

110. Answering the allegations of paragraph 110 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

111. Answering the allegations of paragraph 111 of the SAC, this answering defendant denies said allegations.

112. Answering the allegations of paragraph 112 of the SAC, this answering defendant lacks information or belief sufficient to answer the first sentence of said paragraph and based thereon denies said allegations, and denies the remaining allegations of paragraph 112 of the SAC.

113. Answering the allegations of paragraph 113 of the SAC, this answering defendant denies said allegations.

114. Answering the allegations of paragraph 114 of the SAC, this answering defendant denies said allegations.

115. Answering the allegations of paragraph 115 of the SAC, this answering defendant denies said allegations.

116. Answering the allegations of paragraph 116 of the SAC, this answering defendant admits that the security guard took video recordings at the Farm; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 116 of the SAC.

117. Answering the allegations of paragraph 117 of the SAC, this answering defendant denies said allegations.

1           118. Answering the allegations of paragraph 118 of the SAC, this answering defendant  
2 denies said allegations.

3           119. Answering the allegations of paragraph 119 of the SAC, this answering defendant  
4 lacks information or belief sufficient to answer said allegations and based thereon denies said  
5 allegations.

6           120. Answering the allegations of paragraph 120 of the SAC, this answering defendant  
7 denies said allegations.

8           121. Answering the allegations of paragraph 121 of the SAC, this answering defendant  
9 denies said allegations.

10          122. Answering the allegations of paragraph 122 of the SAC, this answering defendant  
11 denies said allegations.

12          123. Answering the allegations of paragraph 123 of the SAC, this answering defendant  
13 denies said allegations.

14          124. Answering the allegations of paragraph 124 of the SAC, this answering defendant  
15 denies said allegations.

16          125. Answering the allegations of paragraph 125 of the SAC, this answering defendant  
17 denies said allegations.

18          126. Answering the allegations of paragraph 126 of the SAC, this answering defendant  
19 denies said allegations.

20          127. Answering the allegation of paragraph 127 of the SAC, this answering defendant  
21 denies said allegation.

22          128. Answering the allegations of paragraph 128 of the SAC, this answering defendant  
23 incorporates herein its responses hereinabove to previous paragraphs.

24          129. Answering the allegations of paragraph 129 of the SAC, this answering defendant  
25 denies said allegations.

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130. Answering the allegations of paragraph 130 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

131. Answering the allegations of paragraph 131 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

132. Answering the allegations of paragraph 132 of the SAC, this answering defendant denies said allegations.

133. Answering the allegations of paragraph 133 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

134. Answering the allegations of paragraph 133 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

135. Answering the allegations of paragraph 135 of the SAC, this answering defendant denies said allegations.

136. Answering the allegations of paragraph 136 of the SAC, this answering defendant claims and alleges that it had or has express or implied authority and/or right to take some or all of the actions complained of in the SAC; except as expressly admitted hereinabove, this answering defendant denies the allegations of paragraph 136 of the SAC.

137. Answering the allegations of paragraph 137 of the SAC, this answering defendant denies said allegations.

138. Answering the allegations of paragraph 138 of the SAC, this answering defendant denies said allegations.

139. Answering the allegations of paragraph 139 of the SAC, this answering defendant denies said allegations.

1           140. Answering the allegations of paragraph 140 of the SAC, this answering defendant  
2 incorporates herein its responses hereinabove to previous paragraphs.

3           141. Answering the allegations of paragraph 141 of the SAC, this answering defendant  
4 admits it signed a Memorandum of Understanding on or around December 18, 2019, and that said  
5 Memorandum of Understanding speaks for itself as to its terms and conditions; except as expressly  
6 admitted herein, this answering defendant denies the allegations of paragraph 141 of the SAC.

7           142. Answering the allegations of paragraph 142 of the SAC, this answering defendant  
8 lacks information or belief sufficient to answer said allegations and based thereon denies said  
9 allegations.

10          143. Answering the allegations of paragraph 143 of the SAC, this answering defendant  
11 denies said allegations.

12          144. Answering the allegations of paragraph 144 of the SAC, this answering defendant this  
13 answering defendant denies said allegations.

14          145. Answering the allegations of paragraph 145 of the SAC, this answering defendant  
15 claims and alleges that it had and has express or implied authority and/or right to take some or all of  
16 the actions complained of in the SAC; except as expressly admitted hereinabove, this answering  
17 defendant denies the allegations of paragraph 145 of the SAC.

18          146. Answering the allegations of paragraph 146 of the SAC, this answering defendant  
19 denies said allegations.

20          147. Answering the allegations of paragraph 147 of the SAC, this answering defendant  
21 lacks information or belief sufficient to answer said allegations and based thereon denies said  
22 allegations.

23          148. Answering the allegations of paragraph 148 of the SAC, this answering defendant  
24 lacks information or belief sufficient to answer said allegations and based thereon denies said  
25 allegations.

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1           149. Answering the allegations of paragraph 149 of the SAC, this answering defendant  
2 lacks information or belief sufficient to answer said allegations and based thereon denies said  
3 allegations.

4           150. Answering the allegations of paragraph 150 of the SAC, this answering defendant  
5 denies said allegations.

6           151. Answering the allegations of paragraph 151 of the SAC, this answering defendant  
7 denies said allegations.

8           152. Answering the allegations of paragraph 152 of the SAC, this answering defendant  
9 denies said allegations.

10          153. Answering the allegations of paragraph 153 of the SAC, this answering defendant  
11 denies said allegations.

12          154. Answering the allegations of paragraph 154 of the SAC, this answering defendant  
13 incorporates herein its responses hereinabove to previous paragraphs.

14          155. Answering the allegations of paragraph 155 of the SAC, this answering defendant  
15 lacks information or belief sufficient to answer said allegations and based thereon denies said  
16 allegations.

17          156. Answering the allegations of paragraph 156 of the SAC, this answering defendant  
18 denies said allegations.

19          157. Answering the allegations of paragraph 157 of the SAC, this answering defendant  
20 denies said allegations.

21          158. Answering the allegations of paragraph 158 of the SAC, this answering defendant  
22 denies said allegations.

23          159. Answering the allegations of paragraph 159 of the SAC, this answering defendant  
24 lacks information or belief sufficient to answer said allegations and based thereon denies said  
25 allegations.

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160. Answering the allegations of paragraph 160 of the SAC, this answering defendant denies said allegations.

161. Answering the allegations of paragraph 161 of the SAC, this answering defendant denies said allegations.

162. Answering the allegations of paragraph 162 of the SAC, this answering defendant denies said allegations.

163. Answering the allegations of paragraph 163 of the SAC, this answering defendant incorporates herein its responses hereinabove to previous paragraphs.

164. Answering the allegations of paragraph 164 of the SAC, this answering defendant denies said allegations.

165. Answering the allegations of paragraph 165 of the SAC, this answering defendant denies said allegations.

166. Answering the allegations of paragraph 166 of the SAC, this answering defendant denies said allegations.

167. Answering the allegations of paragraph 167 of the SAC, this answering defendant lacks information or belief sufficient to answer the allegation that "Plaintiff Mubaiwa sells her crops as a significant source of supplemental income" and based thereon denies said allegation, and denies the remaining allegations of paragraph 167 of the SAC.

168. Answering the allegations of paragraph 168 of the SAC, this answering defendant denies said allegations.

169. Answering the allegations of paragraph 169 of the SAC, this answering defendant denies said allegations.

170. Answering the allegations of paragraph 170 of the SAC, this answering defendant lacks information or belief sufficient to answer said allegations and based thereon denies said allegations.

1 AFFIRMATIVE DEFENSES

2 Defendant City Heights Community Development Corporation (“CHCDC”) has not  
3 completed its discovery as to the pertinent facts and occurrences pertaining to the SAC. Defendant  
4 CHCDC presently has insufficient knowledge and information upon which to form a belief as to  
5 whether it may have additional, as yet unstated, affirmative defenses. In addition to the affirmative  
6 defenses asserted below, defendant CHCDC reserves the right to assert further affirmative defenses  
7 in the event discovery indicates such affirmative defenses are unavailable.

8 FIRST AFFIRMATIVE DEFENSE

9 The SAC fails to allege sufficient facts to state any claim against defendant CHCDC.

10 SECOND AFFIRMATIVE DEFENSE

11 Plaintiffs failed to reasonably mitigate their damages, if any, and undertook actions which  
12 were avoidable and which increased the amount and scope of the alleged damages. To the extent  
13 plaintiffs’ damages could have been mitigated, reduced, or avoided by plaintiffs, defendant CHCDC  
14 is not liable.

15 THIRD AFFIRMATIVE DEFENSE

16 The damages allegedly suffered by plaintiffs, if any, were the result of plaintiffs’ own acts or  
17 omissions and/or the acts or omissions of third parties.

18 FOURTH AFFIRMATIVE DEFENSE

19 Plaintiffs, by virtue of their conduct regarding the alleged losses suffered, have waived their  
20 right to assert any claims or seek damages against defendant CHCDC.

21 FIFTH AFFIRMATIVE DEFENSE

22 Defendant CHCDC’s actions were authorized, justified, and/or privileged.

23 SIXTH AFFIRMATIVE DEFENSE

24 Plaintiffs’ claims are barred because they consented to the actions about which they now  
25 complain.

1                                    SEVENTH AFFIRMATIVE DEFENSE

2            Plaintiffs' claims are barred because plaintiffs frustrated, hindered, and prevented defendant  
3 CHCDC from performing.

4                                    EIGHTH AFFIRMATIVE DEFENSE

5            Plaintiffs' claims are barred by the equitable doctrine of unclean hands.

6                                    NINTH AFFIRMATIVE DEFENSE

7            Plaintiffs are estopped from now seeking the relief the SAC requests.

8                                    TENTH AFFIRMATIVE DEFENSE

9            Any damages plaintiffs allege to have suffered from the matters alleged in the SAC are too  
10 uncertain, speculative, remote, and impossible to allow recovery, and plaintiffs are not entitled or  
11 eligible to collect any statutory damages, penalties, or relief asserted in the SAC.

12                                   ELEVENTH AFFIRMATIVE DEFENSE

13           The causes of action alleged in the SAC are barred, in whole or in part, on the ground that  
14 intervening, subsequent, intentional, legal, and/or negligent acts of one or more persons or parties  
15 other than defendant CHCDC caused the happening of the alleged incidents and the alleged injury,  
16 loss, and damages complained of.

17                                   TWELFTH AFFIRMATIVE DEFENSE

18           The damages allegedly suffered by plaintiffs were the results of plaintiffs' negligence or  
19 other intentional acts and/or the negligence or acts of third parties for which defendant CHCDC was  
20 not responsible.

21                                   THIRTEENTH AFFIRMATIVE DEFENSE

22           Defendant CHCDC fully tendered and/or performed all contractual, statutory, and all other  
23 duties owed to plaintiffs under applicable law, if any. Therefore, the Second Amended Complaint,  
24 and each purported cause of action therein, is barred.

1 FOURTEENTH AFFIRMATIVE DEFENSE

2 Plaintiffs lack standing to recover some or all of the damages, penalties, and other relief  
3 asserted in the SAC.

4 FIFTEENTH AFFIRMATIVE DEFENSE

5 In undertaking some or all of the actions complained of in the SAC, defendant CHCDC  
6 relied, in good faith, on the advice of its then-counsel Attorney Maresa Talbert.

7 SIXTEENTH AFFIRMATIVE DEFENSE

8 The causes of action and/or damages sought in the SAC are barred in whole or in part  
9 because at all relevant times defendant CHCDC acted with good faith.

10 SEVENTEENTH AFFIRMATIVE DEFENSE

11 Plaintiffs' action is barred by the equitable doctrine of laches.

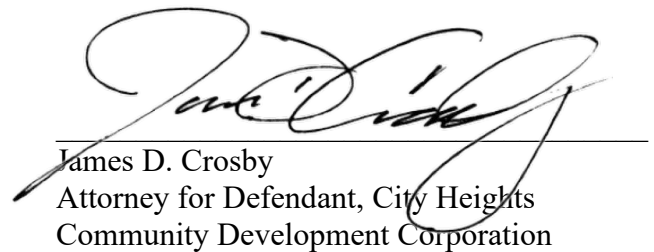
12 EIGHTEENTH AFFIRMATIVE DEFENSE

13 Plaintiffs' action is barred by the equitable doctrine of estoppel.

14 WHEREFORE, Defendant CHCDC prays for judgment herein as follows:

- 15 1. That plaintiffs take nothing by way of their Second Amended Complaint;  
16 2. That plaintiffs be denied all equitable, injunctive, and/or declaratory relief by the Second  
17 Amended Complaint;  
18 3. The defendant be awarded its attorney fees and costs of suit incurred herein, as may be  
19 permitted by statute and/or contract; and,  
20 4. The defendant be awarded such other and further relief as the Court deems just and  
21 proper,

22  
23 Dated: June 20, 2025

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26 James D. Crosby  
27 Attorney for Defendant, City Heights  
28 Community Development Corporation

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I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that I executed this verification on June 20, 2025 at San Diego, California.

Alexis Villanueva