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QUICKDRAW PERMIT CONSULTING
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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **COUNTY OF SAN FRANCISCO**

8
9 RAY CATUDAL,

10 Plaintiff,

11 vs.

12 RANDAL FILLMORE, PINE STREET
13 HOMEOWNERS ASSOCIATION, et.al.

14 Defendants.

15 1947-1949-1951 PINE STREET
16 HOMEOWNERS ASSOCIATION, RICK
17 ROCHICCIOLI, and SARBANI BHADURI,
M.D.,

18 Cross complainants,

19 vs.

20 QUICKDRAW PERMIT CONSULTING,
21 MONTE STOTT ASSOCIATES, et.al.,

22 Cross-defendants.
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24 COMES NOW Cross-Defendant QUICKDRAW PERMIT CONSULTING, and
25 answers the cross-complaint on file herein on behalf of itself:

26 1. Pursuant to California Code of Civil Procedure Section 431.30, this
27

Case No.: CGC-09-492794

**ANSWER TO FIRST AMENDED
CROSS-COMPLAINT OF RICK
ROCCHICCIOLI AND 1947-1949-1951
PINE STREET HOMEOWNERS
ASSOCIATION AND SARBANI
BHADURI FOR INDEMNITY &
CONTRIBUTION**

Trial Date: None

1 answering cross-defendant hereby denies each and every allegation of the First
2 Amended Cross-Complaint of RICH ROCCHICCIOLI and SARBANI BHADURI and
3 1947-1949-1051 PINE STREET HOMEOWNERS ASSOCIATION filed herein and
4 further deny that cross-complainants have been damaged in the amounts therein set
5 forth or in any other manner or amount whatsoever or at all by reason of any act or
6 omission on the part of this answering cross-defendant nor are cross-complainants
7 entitled to the relief sought by the cross-complaint nor any other relief whatsoever or
8 at all from this answering cross-defendant.

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10 2. AS A FIRST AND SEPARATE AFFIRMATIVE DEFENSE to each and
11 every cause of action of the Cross-Complaint , this answering cross-defendant
12 alleges that the cross-complaint fails to state facts sufficient to constitute a cause of
13 action against this answering cross-defendant.

14 3. AS A SECOND AND SEPARATE AFFIRMATIVE DEFENSE to each and
15 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
16 the complaint is barred as against this answering cross-defendant because the
17 conduct and action of this answering cross-defendant referred to in the cross-
18 complaint was passive while the misconduct and fault of cross-complainants was
19 active.

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21 4. AS A THIRD AND SEPARATE AFFIRMATIVE DEFENSE to each and
22 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
23 that the damages complained of, if any, were not caused by the acts or omissions of
24 this answering cross-defendant such that cross-complainants are not entitled to
25 recovery from this answering cross-defendant.

26 5. AS A FOURTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
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1 every cause of action of the Complaint, this answering defendant alleges that cross-
2 complainants were solely and totally negligent in and about the matters referred to in
3 the cross-complaint and that such negligence and carelessness on the part of cross-
4 complainants proximately amounted to one hundred percent (100%) of the
5 negligence and/or wrongful conduct involved in this case and was the sole cause of
6 the injuries and damage complained of, if any there were; and, therefore, said
7 negligence and carelessness completely bars any recovery by cross-complainants
8 or in the alternative it reduces the right of recovery by cross-complainants by that
9 amount of negligence or other fault which contributed to the incident as set forth in
10 the cross-complaint under the doctrine of comparative negligence.
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12 6. AS A FIFTH AND SEPARATE AFFIRMATIVE DEFENSE to each and every
13 cause of action of the Cross-Complaint, this answering defendant alleges that any
14 negligence and carelessness not attributable to cross-complainants was the result of
15 negligence and carelessness on the part of persons and/or entities other than this
16 answering cross-defendant.

17 7. AS A SIXTH AND SEPARATE AFFIRMATIVE DEFENSE to each and every
18 cause of action of the Cross-Complaint, this answering cross-defendant alleges that
19 in the event this answering cross-defendant is held liable to cross-complainants,
20 which liability is expressly denied, and any other parties are likewise held liable, this
21 answering cross-defendant is entitled to a percentage contribution of the total liability
22 from said other parties in accordance with the principles of equitable indemnity and
23 comparative contribution.
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25 8. AS A SEVENTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
26 every cause of action of the Cross-Complaint, this answering cross-defendant allege
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1 that cross-complainants failed to reasonably mitigate their damages, if any and
2 therefore, cross-complainants are barred from recovering the damages which cross-
3 complainants failed to mitigate.

4 9. AS A EIGHTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
5 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
6 that cross-complainants have waived and are estopped and barred from alleging the
7 matters set forth in the cross-complaint.

8 10. AS A NINTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
9 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
10 that any services provided by this answering cross-defendant conformed to all
11 applicable local, state and federal codes, laws, regulations and building codes as well
12 as all industry standards.

13 11. AS A TENTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
14 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
15 that this answering cross-defendant did not and does not owe a duty to and do not
16 have a legally recognized special relationship with any other party to this action,
17 thereby preventing recovery by cross-complainants against this answering cross-
18 defendant.

19 12. AS AN ELEVENTH AND SEPARATE AFFIRMATIVE DEFENSE to each
20 and every cause of action of the Cross-Complaint, this answering cross-defendant
21 alleges that this answering cross-defendant properly performed all duties assumed or
22 required of it within the appropriate standard of care.

23 13. AS A TWELFTH AND SEPARATE AFFIRMATIVE DEFENSE to each and
24 every cause of action of the Cross-Complaint, this answering cross-defendant alleges
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1 that the provisions of the "Fair Responsibility Act of 1986", commonly referred to as
2 Proposition 51 and Civil code Sections 1430 through 1432, is applicable to the
3 extent damages were legally caused by or contributed to by the negligence or other
4 fault of persons or entities other than these answering defendants.

5 14. AS A THIRTEENTH AND SEPARATE AFFIRMATIVE DEFENSE to each
6 and every cause of action of the Cross-Complaint, this answering cross-defendant
7 alleges that this answering cross-defendant presently has insufficient knowledge or
8 information upon which to form a belief as to whether it may have additional, as yet
9 unstated, defenses available to it. This answering cross-defendant hereby reserves
10 the right to assert additional and different defenses as they become known.
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12 15. AS FOURTEENTH AND SEPARATE AFFIRMATIVE DEFENSE to each
13 and every cause of action of the Cross-Complaint, this answering cross-defendant
14 alleges that pursuant to CCP Section 1021.6 cross-complainants' active fault
15 required cross-defendant to undertake its defense in this action and that cross-
16 defendant tendered the defense of this action to cross-complainants which cross-
17 complainants wrongfully refused and that therefore, cross-defendant is entitled to an
18 award of attorneys fees and costs for fees and expenses incurred in this action in the
19 defense of its interests.
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21 WHEREFORE, this answering cross-defendant prays that cross-complainants
22 take nothing by their cross-complaint and that the same be dismissed with judgment
23 to be entered in favor of this answering cross-defendant based on the foregoing
24 denial and defenses, that cross-defendant be awarded its attorneys fees and costs
25 incurred in this action pursuant to CCP Section 1021.6, along with such other and
26 further relief that this court deems just and proper.
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1 Dated: April 26, 2010

LAW OFFICES OF JULIAN HUBBARD

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2 Attorney for QUICKDRAW PERMIT CONSULTING

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