

FAX FILE

4351

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1 ERNEST M. ISOLA (SBN: 191486)
2 BROOKE HARTMANN (SBN 239067)
3 GORDON & REES LLP
4 275 Battery Street, Suite 2000
5 San Francisco, CA 94111
6 Telephone: (415) 986-5900
7 Facsimile: (415) 986-8054

8 Attorneys for Defendants
9 SHN CONSULTING ENGINEERS
10 & GEOLOGISTS INC.

FILED NS

FEB 03 2014

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

11 SUPERIOR COURT OF CALIFORNIA - COUNTY OF HUMBOLDT

12 CITY OF RIO DELL,

13 Plaintiffs,

14 vs.

15 SHN CONSULTING ENGINEERS &
16 GEOLOGISTS, INC., a California
17 Corporation and DOES 1-20, inclusive,

18 Defendant.

CASE NO. DR130745

SHN CONSULTING ENGINEERS &
GEOLOGISTS INC.'S VERIFIED
ANSWER TO COMPLAINT

Complaint Filed: December 12, 2013

19 COMES NOW Defendant SHN CONSULTING ENGINEERS & GEOLOGISTS INC.

20 ("SHN") and submits this verified Answer to the Complaint of CITY OF RIO DELL as follows:

21 The Parties

- 22 1. SHN admits the allegations contained in this paragraph.
- 23 2. SHN admits the allegations contained in this paragraph.
- 24 3. SHN does not have sufficient information to admit or deny, and therefore denies
25 the allegations contained in this paragraph.
- 26 4. SHN does not have sufficient information to admit or deny, and therefore denies
27 the allegations contained in this paragraph.

Jurisdiction and Venue

1
2 5. SHN on information and belief believes this to be true and therefore admits the
3 allegations contained within this paragraph.

4 6. SHN admits that it entered into A Service Agreement dated May 19, 2004 with
5 the City of Rio Dell, and that the duties and obligations contained within the Service Agreement
6 speak for themselves. SHN denies the remaining allegations in this paragraph.

7 7. SHN does not have sufficient information to admit or deny, and therefore denies
8 the allegations contained in this paragraph.

9 8. SHN admits the allegations contained in this paragraph.

10 9. SHN admits that it entered into A Service Agreement dated May 19, 2004 with
11 the City of Rio Dell, and that the duties and obligations contained within the Service Agreement
12 speak for themselves. SHN denies the remaining allegations in this paragraph, and objects to the
13 term "substantive decisions" as vague and ambiguous.

Summary of Defective Design and Negligence

14
15 10. SHN admits that it entered into A Service Agreement dated May 19, 2004 with
16 the City of Rio Dell, and that the duties and obligations contained within the Service Agreement
17 speak for themselves. SHN denies the remaining allegations in this paragraph.

18 11. SHN does not have sufficient information to admit or deny, and therefore denies
19 the allegations contained in this paragraph.

20 12. SHN admits that it entered into A Service Agreement dated May 19, 2004 with
21 the City of Rio Dell, and that the duties and obligations contained within the Service Agreement
22 speak for themselves. SHN denies the remaining allegations in this paragraph.

23 13. SHN does not have sufficient information to admit or deny, and therefore denies
24 the allegations contained in this paragraph.

25 14. SHN does not have sufficient information to admit or deny, and therefore denies
26 the allegations contained in this paragraph.

27 15. SHN denies all of the allegations contained in this paragraph and its sub parts.

28 16. SHN denies the allegations contained in this paragraph.

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION (Negligent Design)

17. SHN hereby incorporates its answers to paragraphs 1 through 17 in response to the allegations in this paragraph.

18. SHN admits that it entered into A Service Agreement dated May 19, 2004 with the City of Rio Dell, and that the duties and obligations contained within the Service Agreement speak for themselves. SHN denies the remaining allegations in this paragraph.

19. SHN denies the allegations contained within this paragraph.

20. SHN denies the allegations contained within this paragraph.

21. SHN denies the allegations contained within this paragraph.

22. SHN denies the allegations contained within this paragraph.

SECOND CAUSE OF ACTION (Breach of Contract)

23. SHN hereby incorporates its answers to paragraphs 1 through 22 in response to the allegations in this paragraph.

24. SHN admits that it entered into A Service Agreement dated May 19, 2004 with the City of Rio Dell, and that the duties and obligations contained within the Service Agreement speak for themselves. SHN denies the remaining allegations in this paragraph.

25. SHN denies the allegations contained within this paragraph.

26. SHN denies the allegations contained within this paragraph.

27. SHN denies the allegations contained within this paragraph.

28. SHN denies the allegations contained within this paragraph.

29. SHN denies that section 4.F. of the Services Agreement allows prevailing party attorneys fees and costs.

THIRD CAUSE OF ACTION (Negligent Supervision)

30. SHN hereby incorporates its answers to paragraphs 1 through 29 in response to the allegations in this paragraph.

1 accordance with the principles of equitable indemnity and comparative contribution.

2 EIGHTH AFFIRMATIVE DEFENSE: Plaintiff was solely and totally negligent in and
3 about the matters referred to in its complaint, and that such negligence and carelessness
4 proximately amounted to One Hundred Percent (100%) of the negligence involved in this action
5 and was the sole cause of the injuries and damages complained of, if any there were.

6 NINTH AFFIRMATIVE DEFENSE: Plaintiff is at fault for the matters referred to in its
7 complaint, and such fault on the part of Plaintiff proximately caused and/or contributed to the
8 damages complained of, if any. Any fault not attributable to Plaintiff was a result of fault on the
9 part of persons and/or entities other than defendant. Such fault bars and/or proportionally
10 reduces any recovery by Plaintiff against defendant.

11 TENTH AFFIRMATIVE DEFENSE: Prior to the commencement of the subject action,
12 defendant duly performed, satisfied and discharged all duties and obligations it may have owed,
13 therefore barring this action pursuant to California Civil Code sections 1473 and 1474.

14 ELEVENTH AFFIRMATIVE DEFENSE: By the terms of the applicable contracts,
15 defendant is not responsible for the method or means of construction used by contractors, nor is
16 defendant responsible for any failure of a contractor to carry out the work in accordance with the
17 contract construction documents.

18 TWELFTH AFFIRMATIVE DEFENSE: Plaintiff did not properly and fully comply
19 with the provisions of California Code of Civil Procedure section 411.35 entitling defendant to
20 damages under the appropriate circumstances.

21 THIRTEENTH AFFIRMATIVE DEFENSE: The provisions or the "Fair Responsibility
22 Act of 1986" (commonly known as Proposition 51, Civil Code sections 1430 through 1432) are
23 applicable to the extent damages were legally caused by or contributed to by the negligence or
24 fault of persons or entities other than defendant.

25 FOURTEENTH AFFIRMATIVE DEFENSE: Plaintiff's complaint, and each cause of
26 action thereof, is barred by the applicable statutes of limitation set forth in the California Code of
27 Civil Procedure, commencing with section 335 and continuing through section 349.4, more
28 particularly, but not limited to, the following: section 337(1), section 337.1, section 337.15,

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

section 338, section 339, section 340 and section 343; and by sections 2607(3)(a) and 2725(1) and (2) of the Uniform Commercial Code of the State of California.

FIFTEENTH AFFIRMATIVE DEFENSE: Any services provided by defendant conformed to all applicable California and Federal Codes, laws and regulations, as well as all industry standards.

SIXTEENTH AFFIRMATIVE DEFENSE: Defendant presently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. Defendant hereby reserves the right to assert additional and different defenses as they become known.

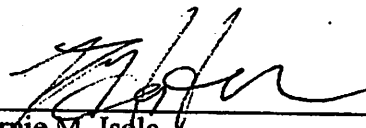
PRAYER

WHEREFORE, SHN denies all of the allegations in Plaintiff's Prayer. SHN prays for judgment as follows:

1. That Plaintiff take nothing by its Complaint;
2. For reasonable attorney's fees and costs of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

Dated: February 3, 2014

GORDON & REES LLP

By: 
Ernie M. Isola
Brooke A. Hartmann
Attorneys for Defendant SHN
CONSULTING ENGINEERS &
GEOLOGISTS, INC.