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7 Attorneys for Defendant, City of Paso Robles

8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 JENNA GROOM, an individual,  
12 Plaintiff,

13 vs.

14 CITY OF EL PASO DE ROBLES  
15 aka CITY OF PASO ROBLES, a  
public entity; CHRISTOPHER  
16 SEAN MCGUIRE, an individual;  
and DOES 1 through 10, inclusive,  
17 Defendants.

Case No.: 2:19-cv-10359 PSG (Ex)

**ANSWER BY DEFENDANT CITY OF  
PASO ROBLES TO PLAINTIFF'S  
SECOND AMENDED COMPLAINT**

District Judge Philip S. Gutierrez  
Magistrate Judge Charles F. Eick

20 On behalf of Defendant City of Paso Robles ("City"), the City hereby  
21 answers the Second Amended Complaint and sets forth its defenses in this  
22 matter.

23 **JURISDICTION AND VENUE**

24 1. Answering Paragraph 1, City asserts that this paragraph constitutes a  
25 legal conclusion that requires no response. To the extent an answer is required,  
26 City lacks sufficient information to admit or deny this allegation, and on that  
27 basis, denies the same.

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1           12. Answering Paragraph 12, City lacks sufficient information to admit  
2 or deny this allegation, and on that basis denies the same.

3           13. Answering Paragraph 13, City lacks sufficient information to admit  
4 or deny this allegation, and on that basis denies the same.

5           14. Answering Paragraph 14, City lacks sufficient information to admit  
6 or deny this allegation, and on that basis denies the same.

7           15. Answering Paragraph 15, City lacks sufficient information to admit  
8 or deny this allegation, and on that basis denies the same.

9           16. Answering Paragraph 16, City lacks sufficient information to admit  
10 or deny this allegation, and on that basis denies the same.

11           17. Answering Paragraph 17, City lacks sufficient information to admit  
12 or deny this allegation, and on that basis denies the same.

13           18. Answering Paragraph 18, City lacks sufficient information to admit  
14 or deny this allegation, and on that basis denies the same.

15           19. Answering Paragraph 19, City lacks sufficient information to admit  
16 or deny this allegation, and on that basis denies the same.

17           20. Answering Paragraph 20, City lacks sufficient information to admit  
18 or deny this allegation, and on that basis denies the same.

19           21. Answering Paragraph 21, City lacks sufficient information to admit  
20 or deny this allegation, and on that basis denies the same.

21           22. Answering Paragraph 22, City lacks sufficient information to admit  
22 or deny this allegation, and on that basis denies the same.

23           23. Answering Paragraph 23, City lacks sufficient information to admit  
24 or deny this allegation, and on that basis denies the same.

25           24. Answering Paragraph 24, City lacks sufficient information to admit  
26 or deny this allegation, and on that basis denies the same.

27           25. Answering Paragraph 25, City lacks sufficient information to admit  
28 or deny this allegation, and on that basis denies the same.

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1           26. Answering Paragraph 26, City admits PRPD was contacted by the  
2 Santa Cruz Police Department regarding plaintiff’s allegation she was assaulted  
3 by an officer. City admits Commander Murphy attempted to contact Plaintiff. As  
4 to the remaining allegations, City lacks sufficient information to admit or deny  
5 the allegations, and on that basis denies the same.

6           27. Answering Paragraph 27, City admits the San Luis Obispo County  
7 Sheriff’s Office began an investigation in May 2018 relating to the allegations  
8 made by Plaintiff. City admits McGuire was placed on administrative leave. As  
9 to the remaining allegations, City lacks sufficient information to admit or deny  
10 the allegations, and on that basis denies the same.

11           28. Answering Paragraph 28, City lacks sufficient information to admit  
12 or deny this allegation, and on that basis denies the same.

13           29. Answering Paragraph 29, City lacks sufficient information to admit  
14 or deny this allegation, and on that basis denies the same.

15           30. Answering Paragraph 30, City lacks sufficient information to admit  
16 or deny this allegation, and on that basis denies the same.

17           31. Answering Paragraph 31, City admits that McGuire voluntarily  
18 resigned on October 1, 2018. When the criminal investigation of McGuire  
19 concluded is best ascertained from the Sheriff’s Report, which is the best  
20 evidence of its contents. The City lacks sufficient information to admit or deny  
21 the remaining allegations of this paragraph, and on that basis, denies the same.

22           32. Answering Paragraph 32, City lacks sufficient information to admit  
23 or deny this allegation, and on that basis denies the same.

24           33. Answering Paragraph 33, City denies Plaintiff presented a proper  
25 Government Tort Claim to Defendant PDR. The City admits it did not respond to  
26 the claim it received from Plaintiff’s attorney.

27           34. Answering Paragraph 34, City denies Plaintiff timely complied with  
28 the California government Tort Claims Act. City denies defendants are equitably

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1 estopped from asserting Plaintiff’s claim or lawsuit are untimely. As to the  
2 remaining allegations, City lacks sufficient information to admit or deny the  
3 allegations, and on that basis denies the same.

4 35. Answering Paragraph 35, City denies that it is estopped from  
5 arguing Plaintiff failed to timely present a claim. As to the remaining allegations,  
6 City lacks sufficient information to admit or deny the allegations, and on that  
7 basis denies the same.

8 36. Answering Paragraph 36, City denies Plaintiff filed her Government  
9 Tort Claim within a reasonable time after she learned of McGuire’s resignation.  
10 As to the remaining allegations, City lacks sufficient information to admit or  
11 deny the allegations, and on that basis denies the same.

12 37. Answering Paragraph 37, City asserts the majority of this paragraph  
13 is pure argument. To the extent any factual allegations are stated, City lacks  
14 sufficient information to admit or deny the allegations, and on that basis denies  
15 the same.

16 38. Answering Paragraph 38, City denies this allegation.

17 39. Answering Paragraph 39, City denies these allegations.

18 **McGUIRE’S HISTORY OF MISCONDUCT**

19 40. Answering Paragraph 40, City denies these allegations.

20 41. Answering Paragraph 41, City denies these allegations.

21 42. Answering Paragraph 42, City asserts that the San Luis Obispo  
22 County Sheriff’s Office’s investigation report is the best evidence of its contents  
23 and findings. City denies that the report discovered McGuire had sexually  
24 assaulted several other women, while on duty, under color of authority. As to the  
25 remaining allegations, City lacks sufficient information to admit or deny the  
26 allegations, and on that basis denies the same.

27 43. Answering Paragraph 43, City asserts that the San Luis Obispo  
28 County Sheriff’s Office’s investigation report is the best evidence of its contents.

1 City lacks sufficient information to admit or deny the allegations, and on that  
2 basis denies the same.

3 44. Answering Paragraph 44, City asserts that the San Luis Obispo  
4 County Sheriff’s Office’s investigation report is the best evidence of its contents.  
5 City lacks sufficient information to admit or deny the allegations, and on that  
6 basis denies the same.

7 45. Answering Paragraph 45, City denies these allegations.

8 46. Answering Paragraph 46, City denies these allegations.

9 **CITY OF PASO ROBLES’ PATTERN AND PRACTICE WITH REGARD**  
10 **TO SEXUAL ASSAULT ALLEGATIONS**

11 47. Answering Paragraph 47, City denies these allegations.

12 48. Answering Paragraph 48, City denies these allegations.

13 49. Answering Paragraph 49, City denies these allegations.

14 **FIRST CLAIM FOR RELIEF**

15 50. Not applicable as Paragraph 50 is against Defendant McGuire only.

16 51. Not applicable as Paragraph 51 is against Defendant McGuire only.

17 52. Not applicable as Paragraph 52 is against Defendant McGuire only.

18 53. Not applicable as Paragraph 53 is against Defendant McGuire only.

19 54. Not applicable as Paragraph 54 is against Defendant McGuire only.

20 55. Not applicable as Paragraph 55 is against Defendant McGuire only.

21 56. Not applicable as Paragraph 56 is against Defendant McGuire only.

22 57. Not applicable as Paragraph 57 is against Defendant McGuire only.

23 58. Not applicable as Paragraph 58 is against Defendant McGuire only.

24 **SECOND CLAIM FOR RELIEF**

25 59. Answering Paragraph 59, City incorporates by reference its  
26 foregoing response to each and every allegation of the Second Amended  
27 Complaint as if set out in full here.

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1           60. Answering Paragraph 60, City asserts that this paragraph states a  
2 legal conclusion to which no response is required. To the extent a response is  
3 required, City denies this allegation.

4           61. Answering Paragraph 61, City asserts that this paragraph states a  
5 legal conclusion to which no response is required. To the extent a response is  
6 required, City denies this allegation.

7           62. Answering Paragraph 62, City asserts that Plaintiff is precluded  
8 from asserting municipal liability based on a “failure to train” theory as stated in  
9 the Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44,  
10 pp. 14-15 and Doc. # 57, pp. 10-11.) No response to this paragraph is required.  
11 To the extent a response is required, City denies the allegations.

12           63. Answering Paragraph 63, City asserts that Plaintiff is precluded  
13 from asserting municipal liability based on a “failure to train” theory as stated in  
14 the Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44,  
15 pp. 14-15 and Doc. # 57, pp. 10-11.) No response to this paragraph is required.  
16 To the extent a response is required, City denies the allegations.

17           64. Answering Paragraph 64, City asserts that Plaintiff is precluded  
18 from asserting municipal liability based on a “failure to train” theory as stated in  
19 the Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44,  
20 pp. 14-15 and Doc. # 57, pp. 10-11.) No response to this paragraph is required.  
21 To the extent a response is required, City denies the allegations.

22           65. Answering Paragraph 65, City asserts that Plaintiff is precluded  
23 from asserting municipal liability based on a theory of “hiring an unfit employee”  
24 as stated in the Court’s Minute Orders ruling on City’s motions to dismiss. (See  
25 Doc. #44, pp. 15-16 and Doc. # 57, pp. 10-11.) No response to this paragraph is  
26 required. To the extent a response is required, City denies the allegations.

27           66. Answering Paragraph 66, City asserts that Plaintiff is precluded  
28 from asserting municipal liability based on a theory of “hiring an unfit employee”

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1 as stated in the Court’s Minute Orders ruling on City’s motions to dismiss. (See  
2 Doc. #44, pp. 15-16 and Doc. # 57, pp. 10-11.) No response to this paragraph is  
3 required. To the extent a response is required, City denies the allegations.

4 67. Answering Paragraph 67, City asserts that Plaintiff is precluded  
5 from asserting municipal liability based on a theory of “hiring an unfit employee”  
6 as stated in the Court’s Minute Orders ruling on City’s motions to dismiss. (See  
7 Doc. #44, pp. 15-16 and Doc. # 57, pp. 10-11.) No response to this paragraph is  
8 required. To the extent a response is required, City denies the allegations.

9 68. Answering Paragraph 68, City asserts that Plaintiff is precluded  
10 from asserting municipal liability based on a theory of “ratification of  
11 misconduct” as stated in the Court’s Minute Orders ruling on City’s motions to  
12 dismiss. (See Doc. #44, pp. 16-17 and Doc. # 57, pp. 10-11.) No response to this  
13 paragraph is required. To the extent a response is required, City denies the  
14 allegations.

15 69. Answering Paragraph 69, City asserts that Plaintiff is precluded  
16 from asserting municipal liability based on a theory of “ratification of  
17 misconduct” as stated in the Court’s Minute Orders ruling on City’s motions to  
18 dismiss. (See Doc. #44, pp. 16-17 and Doc. # 57, pp. 10-11.) No response to this  
19 paragraph is required. To the extent a response is required, City denies the  
20 allegations.

21 70. Answering Paragraph 70, City asserts that Plaintiff is precluded  
22 from asserting municipal liability based on a theory of “ratification of  
23 misconduct” as stated in the Court’s Minute Orders ruling on City’s motions to  
24 dismiss. (See Doc. #44, pp. 16-17 and Doc. # 57, pp. 10-11.) No response to this  
25 paragraph is required. To the extent a response is required, City denies the  
26 allegations.

27 71. Answering Paragraph 71, City denies each allegation.

28 72. Answering Paragraph 72, City denies each allegation.

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1           73. Answering Paragraph 73, City denies each allegation.

2           74. Answering Paragraph 74, City asserts that Plaintiff is precluded  
3 from asserting municipal liability based on the theories of “failure to train,”  
4 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
5 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
6 14-17 and Doc. # 57, pp. 10-11.) No response to subparagraphs (a), (b), (c), (d) is  
7 required. To the extent a response is required, City denies the allegations. As to  
8 the remaining allegations, City denies each allegation.

9           75. Answering Paragraph 75, City asserts that Plaintiff is precluded  
10 from asserting municipal liability based on the theories of “failure to train,”  
11 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
12 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
13 14-17 and Doc. # 57, pp. 10-11.) No response to the allegations stating those  
14 theories of liability is required. To the extent a response is required, City denies  
15 the allegations. As to the remaining allegations, City denies each allegation.

16           76. Answering Paragraph 76, City asserts that Plaintiff is precluded  
17 from asserting municipal liability based on the theories of “failure to train,”  
18 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
19 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
20 14-17 and Doc. # 57, pp. 10-11.) No response to the allegations stating those  
21 theories of liability is required. To the extent a response is required, City denies  
22 the allegations. As to the remaining allegations, City denies each allegation.

23           77. Answering Paragraph 77, City asserts that Plaintiff is precluded  
24 from asserting municipal liability based on the theories of “failure to train,”  
25 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
26 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
27 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
28 theories of liability is required. To the extent the allegation is based on an

1 unconstitutional custom and practice relating to sexual misconduct, City denies  
2 each allegation.

3 78. Answering Paragraph 78, City denies these allegations.

4 79. Answering Paragraph 79, City denies this allegation.

5 **THIRD CLAIM FOR RELIEF**

6 80. Answering Paragraph 80, City incorporates by reference its  
7 foregoing response to each and every allegation of the Second Amended  
8 Complaint as if set out in full here.

9 81. Answering Paragraph 81, City asserts that this paragraph states a  
10 legal conclusion to which no response is required. To the extent a response is  
11 required, City lacks sufficient information to admit or deny the allegation, and on  
12 that basis, denies the same.

13 82. Answering Paragraph 82, City denies these allegations.

14 83. Answering Paragraph 83, City denies these allegations.

15 84. Answering Paragraph 84, City asserts that Plaintiff is precluded  
16 from asserting municipal liability based on the theories of “failure to train,”  
17 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
18 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
19 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
20 theories of liability is required. To the extent the allegation is based on an  
21 unconstitutional custom and practice relating to sexual misconduct, City denies  
22 each allegation.

23 85. Answering Paragraph 85, City asserts that Plaintiff is precluded  
24 from asserting municipal liability based on the theories of “failure to train,”  
25 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
26 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
27 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
28 theories of liability is required. To the extent the allegation is based on an

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1 unconstitutional custom and practice relating to sexual misconduct, City denies  
2 each allegation.

3 86. Answering Paragraph 86, City denies each allegation.

4 87. Answering Paragraph 87, City asserts that Plaintiff is precluded  
5 from asserting municipal liability based on the theories of “failure to train,”  
6 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
7 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
8 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
9 theories of liability is required. To the extent the allegation is based on an  
10 unconstitutional custom and practice relating to sexual misconduct, City denies  
11 each allegation.

12 88. Answering Paragraph 88, City denies these allegations.

13 89. Answering Paragraph 89, City denies these allegations.

14 90. Answering Paragraph 90, City lacks sufficient information to admit  
15 or deny the allegation, and on that basis, denies the same.

16 **FOURTH CLAIM FOR RELIEF**

17 91. Answering Paragraph 91, City denies these allegations.

18 92. Answering Paragraph 92, City denies these allegations.

19 93. Answering Paragraph 93, City denies these allegations.

20 94. Answering Paragraph 94, City lacks sufficient information to admit  
21 or deny the allegation, and on that basis, denies the same.

22 95. Answering Paragraph 95, City lacks sufficient information to admit  
23 or deny the allegation, and on that basis, denies the same.

24 96. Answering Paragraph 96, City lacks sufficient information to admit  
25 or deny the allegation, and on that basis, denies the same.

26 97. Answering Paragraph 97, City lacks sufficient information to admit  
27 or deny the allegation, and on that basis, denies the same.  
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1           98. Answering Paragraph 98, City lacks sufficient information to admit  
2 or deny the allegation, and on that basis, denies the same.

3           99. Answering Paragraph 99, City asserts that this paragraph does not  
4 apply to it as it refers to the customs and practices of the County of Los Angeles  
5 and the County of Los Angeles’ failure to properly train Defendant John Doe. To  
6 the extent this allegation requires a response from the City, City denies the same.

7           100. Answering Paragraph 100, City asserts that Plaintiff is precluded  
8 from asserting municipal liability based on the theories of “failure to train,”  
9 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
10 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
11 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
12 theories of liability is required. To the extent the allegation is based on an  
13 unconstitutional custom and practice relating to sexual misconduct, City denies  
14 each allegation.

15           101. Answering Paragraph 101, City asserts that Plaintiff is precluded  
16 from asserting municipal liability based on the theories of “failure to train,”  
17 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
18 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
19 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those  
20 theories of liability is required. To the extent the allegation is based on an  
21 unconstitutional custom and practice relating to sexual misconduct, City denies  
22 each allegation.

23           102. Answering Paragraph 102, City denies these allegations.

24           103. Answering Paragraph 103, City asserts that Plaintiff is precluded  
25 from asserting municipal liability based on the theories of “failure to train,”  
26 “hiring an unfit employee,” and “ratification of misconduct” as stated in the  
27 Court’s Minute Orders ruling on City’s motions to dismiss. (See Doc. #44, pp.  
28 14-17 and Doc. # 57, pp. 10-11.) No response to this allegation based on those

1 theories of liability is required. To the extent the allegation is based on an  
2 unconstitutional custom and practice relating to sexual misconduct, City denies  
3 each allegation.

4 104. Answering Paragraph 104, City denies these allegations.

5 105. Answering Paragraph 105, City lacks sufficient information to admit  
6 or deny the allegation, and on that basis, denies the same.

7 **FIFTH CLAIM FOR RELIEF**

8 106. Answering Paragraph 106, City incorporates by reference its  
9 foregoing response to each and every allegation of the Second Amended  
10 Complaint as if set out in full here.

11 107. Answering Paragraph 107, City asserts that this paragraph does not  
12 apply as it refers to an employee AGUIRRE.

13 108. Answering Paragraph 108, City asserts that this cause of action  
14 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and  
15 that Plaintiff is precluded from asserting municipal liability based on the theories  
16 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
17 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
18 57, pp. 10-11.) To the extent City is required to respond, City denies these  
19 allegations.

20 109. Answering Paragraph 109, City asserts that this cause of action  
21 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and  
22 that Plaintiff is precluded from asserting municipal liability based on the theories  
23 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
24 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
25 57, pp. 10-11.) To the extent City is required to respond, City denies these  
26 allegations.

27 110. Answering Paragraph 110, City asserts that this cause of action  
28 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and

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1 that Plaintiff is precluded from asserting municipal liability based on the theories  
2 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
3 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
4 57, pp. 10-11.) To the extent City is required to respond, City denies these  
5 allegations.

6 111. Answering Paragraph 111, City asserts that this cause of action  
7 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and  
8 that Plaintiff is precluded from asserting municipal liability based on the theories  
9 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
10 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
11 57, pp. 10-11.) To the extent City is required to respond, City denies these  
12 allegations.

13 112. Answering Paragraph 112, City asserts that this cause of action  
14 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and  
15 that Plaintiff is precluded from asserting municipal liability based on the theories  
16 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
17 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
18 57, pp. 10-11.) To the extent City is required to respond, City denies these  
19 allegations.

20 113. Answering Paragraph 113, City asserts that this cause of action  
21 cannot be alleged directly against a public entity (Cal. Gov. Code, § 815(a)) and  
22 that Plaintiff is precluded from asserting municipal liability based on the theories  
23 of “failure to train” or “hiring an unfit employee” as stated in the Court’s Minute  
24 Orders ruling on City’s motions to dismiss. (See Doc. #44, pp. 14-17 and Doc. #  
25 57, pp. 10-11.) Additionally, part of this paragraph does not apply as it refers to  
26 AGUIRRE. To the extent City is required to respond, City denies these  
27 allegations.

28 114. Answering Paragraph 114, City denies these allegations.

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**SIXTH CLAIM FOR RELIEF**

115. Answering Paragraph 115, City incorporates by reference its foregoing response to each and every allegation of the Second Amended Complaint as if set out in full here.

116. Answering Paragraph 116, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

117. Answering Paragraph 117, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

118. Answering Paragraph 118, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

119. Answering Paragraph 119, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

120. Answering Paragraph 120, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

121. Answering Paragraph 121, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

122. Answering Paragraph 122, City denies this allegation.

123. Answering Paragraph 123, City denies this allegation.

**SEVENTH CLAIM FOR RELIEF**

124. Answering Paragraph 124, City incorporates by reference its foregoing response to each and every allegation of the Second Amended Complaint as if set out in full here.

125. Answering Paragraph 125, City lacks sufficient information to admit or deny this allegation, and on that basis, denies the same.

126. Answering Paragraph 126, City asserts that this paragraph states a legal conclusion to which no response is required. To the extent a response is required, City denies these allegations.

127. Answering Paragraph 127, City denies these allegations.

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1 128. Answering Paragraph 128, City denies these allegations.

2 129. Answering Paragraph 129, City lacks sufficient information to admit  
3 or deny this allegation, and on that basis, denies the same.

4 **GENERAL DENIAL**

5 Defendant City hereby denies any allegations of Plaintiff’s Second  
6 Amended Complaint, whether express or implied, that are not otherwise  
7 specifically admitted, denied, or qualified herein.

8 **FIRST DEFENSE**

9 Some, or all, of the claims in Plaintiff’s Second Amended Complaint fail  
10 to state a claim upon which relief can be granted.

11 **SECOND DEFENSE**

12 Some, or all, of the claims in Plaintiff’s Second Amended Complaint  
13 cannot be maintained directly against the City pursuant to California Government  
14 Code section 815(a).

15 **THIRD DEFENSE**

16 Some, or all, of the claims in Plaintiff’s Second Amended Complaint  
17 cannot be maintained directly against the City because either the City or its  
18 employees are entitled to immunity pursuant to provisions of the California  
19 Government Code.

20 **FOURTH DEFENSE**

21 Some, or all, of the claims in Plaintiff’s Second Amended Complaint are  
22 time-barred pursuant to the claim presentation requirements of the California  
23 Government Code.

24 **FIFTH DEFENSE**

25 City alleges that plaintiff has failed to comply with the claim provisions of  
26 the California Government Code, Chapter I, Commencing with Section 900, and  
27 Chapter II, commencing with Section 910.

28 ///

**SIXTH DEFENSE**

Some, or all, of the claims in Plaintiff’s Second Amended Complaint are barred by the applicable statutes of limitation.

**SEVENTH DEFENSE**

City alleges that Plaintiff is guilty of laches and has waived her rights, if any, to bring this action.

**EIGHTH DEFENSE**

This Court lacks subject matter jurisdiction over some, or all, of the claims in Plaintiff’s Second Amended Complaint.

**NINTH DEFENSE**

City alleges that Plaintiff’s Second Amended Complaint is couched in conclusionary terms, such that City cannot fully anticipate all affirmative defenses that may be applicable. Accordingly, the right to assert additional affirmative defenses, if and to the extent such affirmative defenses are applicable, is hereby reserved.

Respectfully submitted,

Dated: August 21, 2020

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*/s/ Michelle L. Gearhart*

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