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7 Attorneys for Defendant San Gabriel Valley Gun Club

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

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CALMAT CO. dba VULCAN  
MATERIALS COMPANY,  
WESTERN DIVISION, a Delaware  
Corporation,

Plaintiff,

v.

SAN GABRIEL VALLEY GUN  
CLUB, a non-profit California  
Corporation, and DOES 1 through 10,  
inclusive,

Defendants.

CASE NO: EDCV08-1198 SGL (OPx)

**ANSWER OF DEFENDANT SAN  
GABRIEL VALLEY GUN CLUB**

**[DEMAND FOR JURY TRIAL]**

20 **COMES NOW** Defendant SAN GABRIEL VALLEY GUN CLUB (“SGVGC”)  
21 admits, denies, and alleges in answer to Plaintiff CALMAT CO. dba VULCAN  
22 MATERIALS COMPANY, WESTERN DIVISION’S (“VULCAN”) Complaint on  
23 file herein as follows:

24 **JURISDICTION AND VENUE**

25 1. In response to Paragraph 1, to the extent that said paragraph alleges  
26 legal rather than factual matters, SGVGC is not required to admit or deny them.  
27 Paragraph 1 states conclusions of law that do not require an admission or denial by  
28 SGVGC. If a response is required, SGVGC is without sufficient knowledge or

1 information to form a belief as to the truth of the allegations contained in said  
2 paragraph, and on that basis denies each and every allegation contained therein.

3 2. In response to Paragraph 2, to the extent that said paragraph alleges  
4 legal rather than factual matters, SGVGC is not required to admit or deny them.  
5 Paragraph 2 states conclusions of law that do not require an admission or denial by  
6 SGVGC. If a response is required, SGVGC admits that the property at issue herein  
7 (entitled the “Azusa Property” in VULCAN’s Complaint) is located in the City of  
8 Azusa, County of Los Angeles, California. SGVGC is without sufficient knowledge  
9 or information to form a belief as to the truth of the remaining allegations contained in  
10 said paragraph, and on that basis denies each and every remaining allegation contained  
11 therein.

12 **PARTIES**

13 3. In response to Paragraph 3, to the extent that said paragraph alleges  
14 legal rather than factual matters, SGVGC is not required to admit or deny them.  
15 Paragraph 3 states conclusions of law that do not require an admission or denial by  
16 SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
17 information to form a belief as to the truth of the allegation contained in said paragraph,  
18 and on that basis denies each and every allegation contained therein.

19 4. In response to Paragraph 4, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 4 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC admits it is a California nonprofit  
23 corporation that has operated in the state of California at all relevant times. SGVGC  
24 is without sufficient knowledge or information to form a belief as to the truth of the  
25 remaining allegations contained in said paragraph, and on that basis denies each and  
26 every remaining allegation contained therein with respect to them.

27 5. In response to Paragraph 5, SGVGC is without sufficient knowledge  
28 or information to form a belief as to the truth of the allegations contained in said

1 paragraph, and on that basis denies each and every allegation contained therein.

2 6. In response to Paragraph 6, SGVGC responds said paragraph speaks for  
3 itself and requires no response.

4 7. In response to Paragraph 7, SGVGC is without sufficient knowledge  
5 or information to form a belief as to the truth of the allegations contained in said  
6 paragraph, and on that basis denies each and every allegation contained therein.

7 **GENERAL ALLEGATIONS**

8 8. In response to Paragraph 8, SGVGC is without sufficient knowledge  
9 or information to form a belief as to the truth of the allegations contained in said  
10 paragraph, and on that basis denies each and every allegation contained therein.

11 9. In response to Paragraph 9, SGVGC is without sufficient knowledge  
12 or information to form a belief as to the truth of the allegations contained in said  
13 paragraph, and on that basis denies each and every allegation contained therein.

14 10. In response to Paragraph 10, said paragraph alleges legal rather than  
15 factual matters, SGVGC is not required to admit or deny them. Paragraph 10 states  
16 conclusions of law that do not require an admission or denial by SGVGC. If a response  
17 is required, SGVGC is without sufficient knowledge or information to form a belief as  
18 to the truth of the remaining allegations contained in said paragraph, and on that basis  
19 denies each and every remaining allegation contained therein.

20 **THE LEASES**

21 11. In response to Paragraph 11, to the extent that said paragraph alleges  
22 legal rather than factual matters, SGVGC is not required to admit or deny them.  
23 Paragraph 11 states conclusions of law that do not require an admission or denial by  
24 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
25 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
26 form a belief as to the truth of the remaining allegations contained in said paragraph,  
27 and on that basis denies each and every remaining allegation contained therein.

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1 12. In response to Paragraph 12, SGVGC is without sufficient knowledge  
2 or information to form a belief as to the truth of the allegations contained in said  
3 paragraph, and on that basis denies each and every allegation contained therein.

4 13. In response to Paragraph 13,SGVGC states the lease cited in said  
5 paragraph speaks for itself. If a response is required, SGVGC is without sufficient  
6 knowledge or information to form a belief as to the truth of the remaining  
7 allegations contained in said paragraph, and on that basis denies each and every  
8 remaining allegation contained therein.

9 14. In response to Paragraph 14, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 14 states conclusions of law that do not require an admission or denial by  
12 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
13 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
14 form a belief as to the truth of the remaining allegations contained in said paragraph,  
15 and on that basis denies each and every remaining allegation contained therein.

16 15. In response to Paragraph 15, SGVGC is without sufficient knowledge  
17 or information to form a belief as to the truth of the allegations contained in said  
18 paragraph, and on that basis denies each and every allegation contained therein.

19 16. In response to Paragraph 16, SGVGC is without sufficient knowledge  
20 or information to form a belief as to the truth of the allegations contained in said  
21 paragraph, and on that basis denies each and every allegation contained therein.

22 17. In response to Paragraph 17, to the extent that said paragraph alleges  
23 legal rather than factual matters, SGVGC is not required to admit or deny them.  
24 Paragraph 17 states conclusions of law that do not require an admission or denial by  
25 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
26 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
27 form a belief as to the truth of the remaining allegations contained in said paragraph,  
28 and on that basis denies each and every remaining allegation contained therein.

1 18. In response to Paragraph 18, to the extent that said paragraph alleges  
2 legal rather than factual matters, SGVGC is not required to admit or deny them.  
3 Paragraph 18 states conclusions of law that do not require an admission or denial by  
4 SGVGC. If a response is required, SGVGC responds that the leases cited in said  
5 paragraph speak for themselves. SGVGC is without sufficient knowledge or  
6 information to form a belief as to the truth of the remaining allegations contained in  
7 said paragraph, and on that basis denies each and every remaining allegation contained  
8 therein.

9 19. In response to Paragraph 19, SGVGC is without sufficient knowledge  
10 or information to form a belief as to the truth of the allegations contained in said  
11 paragraph, and on that basis denies each and every allegation contained therein.

12 20. In response to Paragraph 20, to the extent that said paragraph alleges  
13 legal rather than factual matters, SGVGC is not required to admit or deny them.  
14 Paragraph 20 states conclusions of law that do not require an admission or denial by  
15 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
16 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
17 form a belief as to the truth of the remaining allegations contained in said paragraph,  
18 and on that basis denies each and every remaining allegation contained therein.

19 21. In response to Paragraph 21, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 21 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
23 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
24 form a belief as to the truth of the allegations contained in said paragraph, and on that  
25 basis denies each and every allegation contained therein.

26 22. In response to Paragraph 22, SGVGC is without sufficient knowledge  
27 or information to form a belief as to the truth of the allegations contained in said  
28 paragraph, and on that basis denies each and every allegation contained therein.

1 23. In response to Paragraph 23, SGVGC states that the lease cited in said  
2 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
3 form a belief as to the truth of the remaining allegations contained in said paragraph,  
4 and on that basis denies each and every remaining allegation contained therein.

5 24. In response to Paragraph 24, to the extent that said paragraph alleges  
6 legal rather than factual matters, SGVGC is not required to admit or deny them.  
7 Paragraph 24 states conclusions of law that do not require an admission or denial by  
8 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
9 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
10 form a belief as to the truth of the remaining allegations contained in said paragraph,  
11 and on that basis denies each and every remaining allegation contained therein.

12 25. In response to Paragraph 25, SGVGC is without sufficient knowledge  
13 or information to form a belief as to the truth of the allegations contained in said  
14 paragraph, and on that basis denies each and every allegation contained therein.

15 26. In response to Paragraph 26, SGVGC states that the lease cited in said  
16 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
17 form a belief as to the truth of the remaining allegations contained in said paragraph,  
18 and on that basis denies each and every remaining allegation contained therein.

19 27. In response to Paragraph 27, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 27 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC responds that the leases cited in said  
23 paragraph speak for themselves. SGVGC is without sufficient knowledge or  
24 information to form a belief as to the truth of the remaining allegations contained in  
25 said paragraph, and on that basis denies each and every remaining allegation contained  
26 therein.

27 28. In response to Paragraph 28, SGVGC is without sufficient knowledge  
28 or information to form a belief as to the truth of the allegations contained in said



1 paragraph, and on that basis denies each and every allegation contained therein.

2 29. In response to Paragraph 29, to the extent that said paragraph alleges  
3 legal rather than factual matters, SGVGC is not required to admit or deny them.  
4 Paragraph 29 states conclusions of law that do not require an admission or denial by  
5 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
6 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
7 form a belief as to the truth of the remaining allegations contained in said paragraph,  
8 and on that basis denies each and every remaining allegation contained therein.

9 30. In response to Paragraph 30, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 30 states conclusions of law that do not require an admission or denial by  
12 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
13 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
14 form a belief as to the truth of the remaining allegations contained in said paragraph,  
15 and on that basis denies each and every remaining allegation contained therein.

16 31. In response to Paragraph 31, SGVGC is without sufficient knowledge  
17 or information to form a belief as to the truth of the allegations contained in said  
18 paragraph, and on that basis denies each and every allegation contained therein.

19 32. In response to Paragraph 32, SGVGC states that the lease cited in said  
20 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
21 form a belief as to the truth of the remaining allegations contained in said paragraph,  
22 and on that basis denies each and every remaining allegation contained therein.

23 33. In response to Paragraph 33, to the extent that said paragraph alleges  
24 legal rather than factual matters, SGVGC is not required to admit or deny them.  
25 Paragraph 33 states conclusions of law that do not require an admission or denial by  
26 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
27 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
28 form a belief as to the truth of the remaining allegations contained in said paragraph,

1 and on that basis denies each and every remaining allegation contained therein.

2 34. In response to Paragraph 34, SGVGC states that the lease amendment cited  
3 in said paragraph speaks for itself. SGVGC is without sufficient knowledge or  
4 information to form a belief as to the truth of the remaining allegations contained in  
5 said paragraph, and on that basis denies each and every remaining allegation contained  
6 therein.

7 35. In response to Paragraph 35, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 35 states conclusions of law that do not require an admission or denial by  
10 SGVGC. If a response is required, SGVGC responds that the document cited in said  
11 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
12 form a belief as to the truth of the remaining allegations contained in said paragraph,  
13 and on that basis denies each and every remaining allegation contained therein.

14 36. In response to Paragraph 36, to the extent that said paragraph alleges  
15 legal rather than factual matters, SGVGC is not required to admit or deny them.  
16 Paragraph 36 states conclusions of law that do not require an admission or denial by  
17 SGVGC. If a response is required, SGVGC responds that the lease cited in said  
18 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
19 form a belief as to the truth of the remaining allegations contained in said paragraph,  
20 and on that basis denies each and every remaining allegation contained therein.

21 37. In response to Paragraph 37, SGVGC states that Paragraph 37 appears to  
22 be based on a letter dated July 29, 2005, and that letter speaks for itself. SGVGC is  
23 without sufficient knowledge or information to form a belief as to the truth of the  
24 remaining allegations contained in said paragraph, and on that basis denies each and  
25 every remaining allegation contained therein.

26 38. In response to Paragraph 38, SGVGC without sufficient knowledge or  
27 information to form a belief as to the truth of the remaining allegations contained in  
28 said paragraph, and on that basis denies each and every remaining allegation contained



1 therein.

2 39. In response to Paragraph 39, SGVGC denies each and every allegation  
3 contained therein.

4 40. In response to Paragraph 40, SGVGC responds that the letter cited in said  
5 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
6 form a belief as to the truth of the remaining allegations contained in said paragraph,  
7 and on that basis denies each and every allegation contained therein.

8 41. In response to Paragraph 41, SGVGC admits the use of the Azusa Property  
9 as a firing range ended in fall 2006 or thereabouts, and that SGVGC took efforts  
10 thereafter to remediate the Azusa Property. SGVGC is without sufficient knowledge  
11 or information to form a belief as to the truth of the remaining allegations contained in  
12 said paragraph, and on that basis denies each and every allegation contained therein.

13 42. In response to Paragraph 42, SGVGC responds that the letter cited in said  
14 paragraph speaks for itself. To the extent that said paragraph alleges legal rather than  
15 factual matters, SGVGC is not required to admit or deny them. Paragraph 42 states  
16 conclusions of law that do not require an admission or denial by SGVGC. SGVGC is  
17 without sufficient knowledge or information to form a belief as to the truth of the  
18 remaining allegations contained in said paragraph, and on that basis denies each and  
19 every allegation contained therein.

20 43. In response to Paragraph 43, SGVGC responds that the letter cited in said  
21 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
22 form a belief as to the truth of the remaining allegations contained in said paragraph,  
23 and on that basis denies each and every allegation contained therein.

24 44. In response to Paragraph 44, SGVGC responds that the letter cited in  
25 said paragraph speaks for itself. To the extent that said paragraph alleges legal  
26 rather than factual matters, SGVGC is not required to admit or deny them.  
27 Paragraph 44 states conclusions of law that do not require an admission or denial by  
28 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as

1 to the truth of the remaining allegations contained in said paragraph, and on that  
2 basis denies each and every remaining allegation contained therein.

3 45. In response to Paragraph 45, SGVGC responds that the letter cited in  
4 said paragraph speaks for itself. To the extent that said paragraph alleges legal  
5 rather than factual matters, SGVGC is not required to admit or deny them.  
6 Paragraph 45 states conclusions of law that do not require an admission or denial by  
7 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
8 to the truth of the remaining allegations contained in said paragraph, and on that  
9 basis denies each and every remaining allegation contained therein.

10 46. In response to Paragraph 46, SGVGC responds that said paragraph  
11 refers to a letter dated May 30, 2007, and that said letter speaks for itself. SGVGC  
12 is without sufficient knowledge or information to form a belief as to the truth of the  
13 remaining allegations contained in said paragraph, and on that basis denies each and  
14 every remaining allegation contained therein.

15 47. In response to Paragraph 47, SGVGC responds that the letter cited in  
16 said paragraph speaks for itself. To the extent that said paragraph alleges legal  
17 rather than factual matters, SGVGC is not required to admit or deny them.  
18 Paragraph 45 states conclusions of law that do not require an admission or denial by  
19 SGVGC. SGVGC denies it “failed to take any meaningful steps to investigate and  
20 remediate the Contamination” alleged by VULCAN. SGVGC is without sufficient  
21 knowledge or information to form a belief as to the truth of the remaining  
22 allegations contained in said paragraph, and on that basis denies each and every  
23 remaining allegation contained therein.

24 48. In response to Paragraph 48, SGVGC denies each and every allegation  
25 contained therein with respect to them.

26 49. In response to Paragraph 49, to the extent that said paragraph alleges  
27 legal rather than factual matters, SGVGC is not required to admit or deny them.  
28 Paragraph 49 states conclusions of law that do not require an admission or denial by

1 SGVGC. If a response is required, SGVGC responds that the regulatory provisions  
2 cited in said paragraph speak for themselves. SGVGC otherwise denies each and every  
3 remaining allegation contained in Paragraph 49.

4 50. In response to Paragraph 50, SGVGC is without sufficient knowledge or  
5 information to form a belief as to the truth of the allegations contained in said  
6 paragraph, and on that basis denies each and every allegation contained therein.

7 51. In response to Paragraph 51, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 51 states conclusions of law that do not require an admission or denial by  
10 SGVGC. SGVGC denies each and every remaining allegation contained therein.

11 **FIRST CLAIM FOR RELIEF**

12 **(CERCLA Cost Recovery, 42 U.S.C. § 9607 Against All Defendants)**

13 52. In response to Paragraph 52, SGVGC repeats, realleges, and incorporates  
14 by reference its admissions and denials already raised herein by SGVGC in response  
15 to allegations contained in Paragraphs 1 through 51 of VULCAN's Complaint.

16 53. In response to Paragraph 53, to the extent that said paragraph alleges  
17 legal rather than factual matters, SGVGC is not required to admit or deny them.  
18 Paragraph 53 states conclusions of law that do not require an admission or denial by  
19 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
20 paragraph speaks for itself. SGVGC is without sufficient knowledge or information to  
21 form a belief as to the truth of the remaining allegations contained in said paragraph,  
22 and on that basis denies each and every remaining allegation contained therein.

23 54. In response to Paragraph 54, to the extent that said paragraph alleges  
24 legal rather than factual matters, SGVGC is not required to admit or deny them.  
25 Paragraph 54 states conclusions of law that do not require an admission or denial by  
26 SGVGC. If a response is required, SGVGC responds that the regulatory provision cited  
27 in said paragraph speaks for itself. SGVGC is without sufficient knowledge or  
28 information to form a belief as to the truth of the remaining allegations contained in

1 said paragraph, and on that basis denies each and every remaining allegation contained  
2 therein.

3 55. In response to Paragraph 55, to the extent that said paragraph alleges  
4 legal rather than factual matters, SGVGC is not required to admit or deny them.  
5 Paragraph 55 states conclusions of law that do not require an admission or denial by  
6 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
7 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
8 to form a belief as to the truth of the remaining allegations contained in said  
9 paragraph, and on that basis denies each and every remaining allegation contained  
10 therein.

11 56. In response to Paragraph 56, to the extent that said paragraph alleges  
12 legal rather than factual matters, SGVGC is not required to admit or deny them.  
13 Paragraph 56 states conclusions of law that do not require an admission or denial by  
14 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
15 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
16 to form a belief as to the truth of the remaining allegations contained in said  
17 paragraph, and on that basis denies each and every remaining allegation contained  
18 therein.

19 57. In response to Paragraph 57, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 57 states conclusions of law that do not require an admission or denial by  
22 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
23 to the truth of the remaining allegations contained in said paragraph, and on that  
24 basis denies each and every remaining allegation contained therein.

25 58. In response to Paragraph 58, to the extent that said paragraph alleges  
26 legal rather than factual matters, SGVGC is not required to admit or deny them.  
27 Paragraph 58 states conclusions of law that do not require an admission or denial by  
28 SGVGC. If a response is required, SGVGC responds that the statute cited in said

1 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
2 to form a belief as to the truth of the remaining allegations contained in said  
3 paragraph, and on that basis denies each and every remaining allegation contained  
4 therein.

5 59. In response to Paragraph 59, to the extent that said paragraph alleges  
6 legal rather than factual matters, SGVGC is not required to admit or deny them.  
7 Paragraph 59 states conclusions of law that do not require an admission or denial by  
8 SGVGC. If a response is required, SGVGC denies that VULCAN “has not disposed  
9 of any hazardous substances or hazardous wastes at, on or underneath the [Azusa  
10 P]roperty.” 60.

11 In response to Paragraph 60, to the extent that said paragraph alleges legal  
12 rather than factual matters, SGVGC is not required to admit or deny them.  
13 Paragraph 60 states conclusions of law that do not require an admission or denial by  
14 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
15 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
16 to form a belief as to the truth of the remaining allegations contained in said  
17 paragraph, and on that basis denies each and every remaining allegation contained  
18 therein.

19 61. In response to Paragraph 61, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 61 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC responds that the regulatory provision  
23 cited in said paragraph speaks for itself. SGVGC is without sufficient knowledge or  
24 information to form a belief as to the truth of the remaining allegations contained in  
25 said paragraph, and on that basis denies each and every remaining allegation  
26 contained therein.

27 62. In response to Paragraph 62, to the extent that said paragraph alleges  
28 legal rather than factual matters, SGVGC is not required to admit or deny them.

1 Paragraph 62 states conclusions of law that do not require an admission or denial by  
2 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
3 to the truth of the remaining allegations contained in said paragraph, and on that  
4 basis denies each and every remaining allegation contained therein.

5 **SECOND CLAIM FOR RELIEF**

6 **(CERCLA Contribution, 42 U.S.C. § 9607 Against All Defendants)**

7 63. In response to Paragraph 63, SGVGC repeats, realleges, and  
8 incorporates by reference its admissions and denials already raised herein by  
9 SGVGC in response to allegations contained in Paragraphs 1 through 62 of  
10 VULCAN's Complaint.

11 64. In response to Paragraph 64, to the extent that said paragraph alleges  
12 legal rather than factual matters, SGVGC is not required to admit or deny them.  
13 Paragraph 64 states conclusions of law that do not require an admission or denial by  
14 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
15 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
16 to form a belief as to the truth of the remaining allegations contained in said  
17 paragraph, and on that basis denies each and every remaining allegation contained  
18 therein.

19 65. In response to Paragraph 65, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 65 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC responds that the regulatory provision  
23 cited in said paragraph speaks for itself. SGVGC is without sufficient knowledge or  
24 information to form a belief as to the truth of the remaining allegations contained in  
25 said paragraph, and on that basis denies each and every remaining allegation  
26 contained therein.

27 66. In response to Paragraph 66, to the extent that said paragraph alleges  
28 legal rather than factual matters, SGVGC is not required to admit or deny them.



1 Paragraph 66 states conclusions of law that do not require an admission or denial by  
2 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
3 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
4 to form a belief as to the truth of the remaining allegations contained in said  
5 paragraph, and on that basis denies each and every remaining allegation contained  
6 therein.

7 67. In response to Paragraph 67, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 67 states conclusions of law that do not require an admission or denial by  
10 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
11 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
12 to form a belief as to the truth of the remaining allegations contained in said  
13 paragraph, and on that basis denies each and every remaining allegation contained  
14 therein.

15 68. In response to Paragraph 68, to the extent that said paragraph alleges  
16 legal rather than factual matters, SGVGC is not required to admit or deny them.  
17 Paragraph 68 states conclusions of law that do not require an admission or denial by  
18 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
19 to the truth of the remaining allegations contained in said paragraph, and on that  
20 basis denies each and every remaining allegation contained therein.

21 69. In response to Paragraph 69, to the extent that said paragraph alleges  
22 legal rather than factual matters, SGVGC is not required to admit or deny them.  
23 Paragraph 69 states conclusions of law that do not require an admission or denial by  
24 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
25 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
26 to form a belief as to the truth of the remaining allegations contained in said  
27 paragraph, and on that basis denies each and every remaining allegation contained  
28 therein.

1           70.     In response to Paragraph 70, to the extent that said paragraph alleges  
2 legal rather than factual matters, SGVGC is not required to admit or deny them.  
3 Paragraph 70 states conclusions of law that do not require an admission or denial by  
4 SGVGC. If a response is required, SGVGC denies that VULCAN “has not disposed  
5 of any hazardous substances or hazardous wastes at, on or underneath the [Azusa  
6 P]roperty.”

7           71.     In response to Paragraph 71, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 71 states conclusions of law that do not require an admission or denial by  
10 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
11 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
12 to form a belief as to the truth of the remaining allegations contained in said  
13 paragraph, and on that basis denies each and every remaining allegation contained  
14 therein.

15           72.     In response to Paragraph 72, to the extent that said paragraph alleges  
16 legal rather than factual matters, SGVGC is not required to admit or deny them.  
17 Paragraph 72 states conclusions of law that do not require an admission or denial by  
18 SGVGC. If a response is required, SGVGC responds that the regulatory provision  
19 cited in said paragraph speaks for itself. SGVGC is without sufficient knowledge or  
20 information to form a belief as to the truth of the remaining allegations contained in  
21 said paragraph, and on that basis denies each and every remaining allegation  
22 contained therein.

23           73.     In response to Paragraph 73, to the extent that said paragraph alleges  
24 legal rather than factual matters, SGVGC is not required to admit or deny them.  
25 Paragraph 73 states conclusions of law that do not require an admission or denial by  
26 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
27 to the truth of the remaining allegations contained in said paragraph, and on that  
28 basis denies each and every remaining allegation contained therein.

**THIRD CLAIM FOR RELIEF**

**(Contribution and Indemnity Under the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code § 25310, *et seq.*,  
Against All Defendants)**

74. In response to Paragraph 74, SGVGC repeats, realleges, and incorporates by reference its admissions and denials already raised herein by SGVGC in response to allegations contained in Paragraphs 1 through 73 of VULCAN's Complaint.

75. In response to Paragraph 75, to the extent that said paragraph alleges legal rather than factual matters, SGVGC is not required to admit or deny them. Paragraph 75 states conclusions of law that do not require an admission or denial by SGVGC. If a response is required, SGVGC responds that the statute cited in said paragraph speaks for itself. SGVGC is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in said paragraph, and on that basis denies each and every remaining allegation contained therein.

76. In response to Paragraph 76, to the extent that said paragraph alleges legal rather than factual matters, SGVGC is not required to admit or deny them. Paragraph 76 states conclusions of law that do not require an admission or denial by SGVGC. If a response is required, SGVGC responds that the regulatory provisions cited in said paragraph speak for themselves. SGVGC is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in said paragraph, and on that basis denies each and every remaining allegation contained therein.

77. In response to Paragraph 77, to the extent that said paragraph alleges legal rather than factual matters, SGVGC is not required to admit or deny them. Paragraph 77 states conclusions of law that do not require an admission or denial by SGVGC. If a response is required, SGVGC responds that the regulatory provisions

1 cited in said paragraph speak for themselves. SGVGC is without sufficient  
2 knowledge or information to form a belief as to the truth of the remaining  
3 allegations contained in said paragraph, and on that basis denies each and every  
4 remaining allegation contained therein.

5 78. In response to Paragraph 78, to the extent that said paragraph alleges  
6 legal rather than factual matters, SGVGC is not required to admit or deny them.  
7 Paragraph 78 states conclusions of law that do not require an admission or denial by  
8 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
9 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
10 to form a belief as to the truth of the remaining allegations contained in said  
11 paragraph, and on that basis denies each and every remaining allegation contained  
12 therein.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Breach of Contract Against SGVGC)**

15 79. In response to Paragraph 79, SGVGC repeats, realleges, and  
16 incorporates by reference its admissions and denials already raised herein by  
17 SGVGC in response to allegations contained in Paragraphs 1 through 78 of  
18 VULCAN's Complaint.

19 80. In response to Paragraph 80, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 80 states conclusions of law that do not require an admission or denial by  
22 SGVGC. If a response is required, SGVGC responds that the leases cited in said  
23 paragraph speak for themselves. SGVGC is without sufficient knowledge or  
24 information to form a belief as to the truth of the remaining allegations contained in  
25 said paragraph, and on that basis denies each and every remaining allegation  
26 contained therein.

27 81. In response to Paragraph 81, SGVGC denies each and every allegation  
28 contained therein.

1 82. In response to Paragraph 82, SGVGC denies each and every allegation  
2 contained therein.

3 **FIFTH CLAIM FOR RELIEF**

4 **(Continuing Nuisance Against All Defendants)**

5 83. In response to Paragraph 83, SGVGC repeats, realleges, and  
6 incorporates by reference its admissions and denials already raised herein by  
7 SGVGC in response to allegations contained in Paragraphs 1 through 82 of  
8 VULCAN's Complaint.

9 84. In response to Paragraph 84, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 84 states conclusions of law that do not require an admission or denial by  
12 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
13 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
14 to form a belief as to the truth of the remaining allegations contained in said  
15 paragraph, and on that basis denies each and every remaining allegation contained  
16 therein.

17 85. In response to Paragraph 85, SGVGC is without sufficient knowledge  
18 or information to form a belief as to the truth of the allegations contained in said  
19 paragraph, and on that basis denies each and every allegation contained therein.

20 86. In response to Paragraph 86, SGVGC is without sufficient knowledge  
21 or information to form a belief as to the truth of the allegations contained in said  
22 paragraph, and on that basis denies each and every allegation contained therein.

23 87. In response to Paragraph 87, SGVGC is without sufficient knowledge  
24 or information to form a belief as to the truth of the allegations contained in said  
25 paragraph, and on that basis denies each and every allegation contained therein.

26 88. In response to Paragraph 88, SGVGC is without sufficient knowledge  
27 or information to form a belief as to the truth of the allegations contained in said  
28 paragraph, and on that basis denies each and every allegation contained therein.

**SIXTH CLAIM FOR RELIEF**

**(Permanent Nuisance Against All Defendants)**

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3 89. In response to Paragraph 89, SGVGC repeats, realleges, and  
4 incorporates by reference its admissions and denials already raised herein by  
5 SGVGC in response to allegations contained in Paragraphs 1 through 88 of  
6 VULCAN's Complaint.

7 90. In response to Paragraph 90, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 90 states conclusions of law that do not require an admission or denial by  
10 SGVGC. If a response is required, SGVGC responds that the statute cited in said  
11 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
12 to form a belief as to the truth of the remaining allegations contained in said  
13 paragraph, and on that basis denies each and every remaining allegation contained  
14 therein.

15 91. In response to Paragraph 91, SGVGC is without sufficient knowledge  
16 or information to form a belief as to the truth of the allegations contained in said  
17 paragraph, and on that basis denies each and every allegation contained therein.

18 92. In response to Paragraph 92, SGVGC is without sufficient knowledge  
19 or information to form a belief as to the truth of the allegations contained in said  
20 paragraph, and on that basis denies each and every allegation contained therein.

21 93. In response to Paragraph 93, SGVGC is without sufficient knowledge  
22 or information to form a belief as to the truth of the allegations contained in said  
23 paragraph, and on that basis denies each and every allegation contained therein.

**SEVENTH CLAIM FOR RELIEF**

**(Continuing Trespass Against All Defendants)**

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25  
26 94. In response to Paragraph 94, SGVGC repeats, realleges, and  
27 incorporates by reference its admissions and denials already raised herein by  
28 SGVGC in response to allegations contained in Paragraphs 1 through 93 of



1 VULCAN's Complaint.

2 95. In response to Paragraph 95, to the extent that said paragraph alleges  
3 legal rather than factual matters, SGVGC is not required to admit or deny them.  
4 Paragraph 95 states conclusions of law that do not require an admission or denial by  
5 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
6 to the truth of the remaining allegations contained in said paragraph, and on that  
7 basis denies each and every remaining allegation contained therein.

8 96. In response to Paragraph 96, to the extent that said paragraph alleges  
9 legal rather than factual matters, SGVGC is not required to admit or deny them.  
10 Paragraph 96 states conclusions of law that do not require an admission or denial by  
11 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
12 to the truth of the remaining allegations contained in said paragraph, and on that  
13 basis denies each and every remaining allegation contained therein.

14 97. In response to Paragraph 97, to the extent that said paragraph alleges  
15 legal rather than factual matters, SGVGC is not required to admit or deny them.  
16 Paragraph 97 states conclusions of law that do not require an admission or denial by  
17 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
18 to the truth of the remaining allegations contained in said paragraph, and on that  
19 basis denies each and every remaining allegation contained therein.

20 98. In response to Paragraph 98, to the extent that said paragraph alleges  
21 legal rather than factual matters, SGVGC is not required to admit or deny them.  
22 Paragraph 98 states conclusions of law that do not require an admission or denial by  
23 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
24 to the truth of the remaining allegations contained in said paragraph, and on that  
25 basis denies each and every remaining allegation contained therein.

26 99. In response to Paragraph 99, to the extent that said paragraph alleges  
27 legal rather than factual matters, SGVGC is not required to admit or deny them.  
28 Paragraph 99 states conclusions of law that do not require an admission or denial by

1 SGVGC. SGVGC is without sufficient knowledge or information to form a belief as  
2 to the truth of the remaining allegations contained in said paragraph, and on that  
3 basis denies each and every remaining allegation contained therein.

4 **EIGHTH CLAIM FOR RELIEF**

5 **(Permanent Trespass Against All Defendants)**

6 100. In response to Paragraph 100, SGVGC repeats, realleges, and  
7 incorporates by reference its admissions and denials already raised herein by  
8 SGVGC in response to allegations contained in Paragraphs 1 through 99 of  
9 VULCAN's Complaint.

10 101. In response to Paragraph 101, to the extent that said paragraph alleges  
11 legal rather than factual matters, SGVGC is not required to admit or deny them.  
12 Paragraph 101 states conclusions of law that do not require an admission or denial  
13 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
14 belief as to the truth of the remaining allegations contained in said paragraph, and on  
15 that basis denies each and every remaining allegation contained therein.

16 102. In response to Paragraph 102, to the extent that said paragraph alleges  
17 legal rather than factual matters, SGVGC is not required to admit or deny them.  
18 Paragraph 102 states conclusions of law that do not require an admission or denial  
19 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
20 belief as to the truth of the remaining allegations contained in said paragraph, and on  
21 that basis denies each and every remaining allegation contained therein.

22 **NINTH CLAIM FOR RELIEF**

23 **(Negligence Against All Defendants)**

24 103. In response to Paragraph 103, SGVGC repeats, realleges, and  
25 incorporates by reference its admissions and denials already raised herein by  
26 SGVGC in response to allegations contained in Paragraphs 1 through 102 of  
27 VULCAN's Complaint.

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1           104. In response to Paragraph 104, to the extent that said paragraph alleges  
2 legal rather than factual matters, SGVGC is not required to admit or deny them.  
3 Paragraph 104 states conclusions of law that do not require an admission or denial  
4 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
5 belief as to the truth of the remaining allegations contained in said paragraph, and on  
6 that basis denies each and every remaining allegation contained therein.

7           105. In response to Paragraph 105, to the extent that said paragraph alleges  
8 legal rather than factual matters, SGVGC is not required to admit or deny them.  
9 Paragraph 105 states conclusions of law that do not require an admission or denial  
10 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
11 belief as to the truth of the remaining allegations contained in said paragraph, and on  
12 that basis denies each and every remaining allegation contained therein.

13           106. In response to Paragraph 106, to the extent that said paragraph alleges  
14 legal rather than factual matters, SGVGC is not required to admit or deny them.  
15 Paragraph 106 states conclusions of law that do not require an admission or denial  
16 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
17 belief as to the truth of the remaining allegations contained in said paragraph, and on  
18 that basis denies each and every remaining allegation contained therein.

19           107. In response to Paragraph 107, to the extent that said paragraph alleges  
20 legal rather than factual matters, SGVGC is not required to admit or deny them.  
21 Paragraph 107 states conclusions of law that do not require an admission or denial  
22 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
23 belief as to the truth of the remaining allegations contained in said paragraph, and on  
24 that basis denies each and every remaining allegation contained therein.

25           108. In response to Paragraph 108, to the extent that said paragraph alleges  
26 legal rather than factual matters, SGVGC is not required to admit or deny them.  
27 Paragraph 108 states conclusions of law that do not require an admission or denial  
28 by SGVGC. SGVGC is without sufficient knowledge or information to form a

1 belief as to the truth of the remaining allegations contained in said paragraph, and on  
2 that basis denies each and every remaining allegation contained therein.

3 **TENTH CLAIM FOR RELIEF**

4 **(Negligence Per Se Against All Defendants)**

5 109. In response to Paragraph 109, SGVGC repeats, realleges, and  
6 incorporates by reference its admissions and denials already raised herein by  
7 SGVGC in response to allegations contained in Paragraphs 1 through 108 of  
8 VULCAN's Complaint.

9 110. In response to Paragraph 110, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 110 states conclusions of law that do not require an admission or denial  
12 by SGVGC. If a response is required, SGVGC responds that the regulatory  
13 provisions cited in said paragraph speak for themselves. SGVGC is without  
14 sufficient knowledge or information to form a belief as to the truth of the remaining  
15 allegations contained in said paragraph, and on that basis denies each and every  
16 remaining allegation contained therein.

17 111. In response to Paragraph 111, to the extent that said paragraph alleges  
18 legal rather than factual matters, SGVGC is not required to admit or deny them.  
19 Paragraph 111 states conclusions of law that do not require an admission or denial  
20 by SGVGC. If a response is required, SGVGC responds that the regulatory  
21 provisions cited in said paragraph speak for themselves. SGVGC is without  
22 sufficient knowledge or information to form a belief as to the truth of the remaining  
23 allegations contained in said paragraph, and on that basis denies each and every  
24 remaining allegation contained therein.

25 112. In response to Paragraph 112, to the extent that said paragraph alleges  
26 legal rather than factual matters, SGVGC is not required to admit or deny them.  
27 Paragraph 112 states conclusions of law that do not require an admission or denial  
28 by SGVGC. SGVGC is without sufficient knowledge or information to form a

1 belief as to the truth of the remaining allegations contained in said paragraph, and on  
2 that basis denies each and every remaining allegation contained therein.\

3 **NINTH [sic, ELEVENTH] CLAIM FOR RELIEF**

4 **(Waste Against All Defendants)**

5 113. In response to Paragraph 113, SGVGC repeats, realleges, and  
6 incorporates by reference its admissions and denials already raised herein by  
7 SGVGC in response to allegations contained in Paragraphs 1 through 112 of  
8 VULCAN's Complaint.

9 114. In response to Paragraph 114, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 114 states conclusions of law that do not require an admission or denial  
12 by SGVGC. SGVGC is without sufficient knowledge or information to form a  
13 belief as to the truth of the remaining allegations contained in said paragraph, and on  
14 that basis denies each and every remaining allegation contained therein.

15 115. In response to Paragraph 115, to the extent that said paragraph alleges  
16 legal rather than factual matters, SGVGC is not required to admit or deny them.  
17 Paragraph 115 states conclusions of law that do not require an admission or denial  
18 by SGVGC. If a response is required, SGVGC responds that the statute cited in said  
19 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
20 to form a belief as to the truth of the remaining allegations contained in said  
21 paragraph, and on that basis denies each and every remaining allegation contained  
22 therein.

23 **TWELFTH CLAIM FOR RELIEF**

24 **(Contractual Indemnity Against SGVGC)**

25 116. In response to Paragraph 116, SGVGC repeats, realleges, and  
26 incorporates by reference its admissions and denials already raised herein by  
27 SGVGC in response to allegations contained in Paragraphs 1 through 115 of  
28 VULCAN's Complaint.

1 117. In response to Paragraph 117, to the extent that said paragraph alleges  
2 legal rather than factual matters, SGVGC is not required to admit or deny them.  
3 Paragraph 117 states conclusions of law that do not require an admission or denial  
4 by SGVGC. If a response is required, SGVGC responds that the leases cited in said  
5 paragraph speak for themselves. SGVGC is without sufficient knowledge or  
6 information to form a belief as to the truth of the remaining allegations contained in  
7 said paragraph, and on that basis denies each and every remaining allegation  
8 contained therein.

9 118. In response to Paragraph 118, to the extent that said paragraph alleges  
10 legal rather than factual matters, SGVGC is not required to admit or deny them.  
11 Paragraph 118 states conclusions of law that do not require an admission or denial  
12 by SGVGC. If a response is required, SGVGC responds that the leases cited in said  
13 paragraph speak for themselves, and SGVGC further denies each and every  
14 remaining allegation contained therein.

15 119. In response to Paragraph 119, to the extent that said paragraph alleges  
16 legal rather than factual matters, SGVGC is not required to admit or deny them.  
17 Paragraph 119 states conclusions of law that do not require an admission or denial  
18 by SGVGC. If a response is required, SGVGC responds that the leases cited in said  
19 paragraph speak for themselves. SGVGC is without sufficient knowledge or  
20 information to form a belief as to the truth of the remaining allegations contained in  
21 said paragraph, and on that basis denies each and every remaining allegation  
22 contained therein.

23 120. In response to Paragraph 120, to the extent that said paragraph alleges  
24 legal rather than factual matters, SGVGC is not required to admit or deny them.  
25 Paragraph 120 states conclusions of law that do not require an admission or denial  
26 by SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
27 information to form a belief as to the truth of the remaining allegations contained in  
28 said paragraph, and on that basis denies each and every remaining allegation



1 contained therein.

2 **THIRTEENTH CLAIM FOR RELIEF**

3 **(Equitable Contribution/Indemnity Against All Defendants)**

4 121. In response to Paragraph 121, SGVGC repeats, realleges, and  
5 incorporates by reference its admissions and denials already raised herein by  
6 SGVGC in response to allegations contained in Paragraphs 1 through 120 of  
7 VULCAN's Complaint.

8 122. In response to Paragraph 122, to the extent that said paragraph alleges  
9 legal rather than factual matters, SGVGC is not required to admit or deny them.  
10 Paragraph 122 states conclusions of law that do not require an admission or denial  
11 by SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
12 information to form a belief as to the truth of the remaining allegations contained in  
13 said paragraph, and on that basis denies each and every remaining allegation  
14 contained therein.

15 123. In response to Paragraph 123, to the extent that said paragraph alleges  
16 legal rather than factual matters, SGVGC is not required to admit or deny them.  
17 Paragraph 123 states conclusions of law that do not require an admission or denial  
18 by SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
19 information to form a belief as to the truth of the remaining allegations contained in  
20 said paragraph, and on that basis denies each and every remaining allegation  
21 contained therein.

22 124. In response to Paragraph 124, to the extent that said paragraph alleges  
23 legal rather than factual matters, SGVGC is not required to admit or deny them.  
24 Paragraph 124 states conclusions of law that do not require an admission or denial  
25 by SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
26 information to form a belief as to the truth of the remaining allegations contained in  
27 said paragraph, and on that basis denies each and every remaining allegation  
28 contained therein.

1 125. In response to Paragraph 125, to the extent that said paragraph alleges  
2 legal rather than factual matters, SGVGC is not required to admit or deny them.  
3 Paragraph 125 states conclusions of law that do not require an admission or denial  
4 by SGVGC. If a response is required, SGVGC is without sufficient knowledge or  
5 information to form a belief as to the truth of the remaining allegations contained in  
6 said paragraph, and on that basis denies each and every remaining allegation  
7 contained therein.

8 **FOURTEENTH CLAIM FOR RELIEF**

9 **(Declaratory Relief Against All Defendants)**

10 126. In response to Paragraph 126, SGVGC repeats, realleges, and  
11 incorporates by reference its admissions and denials already raised herein by  
12 SGVGC in response to allegations contained in Paragraphs 1 through 125 of  
13 VULCAN's Complaint.

14 127. In response to Paragraph 127, SGVGC admits the truth of the entirety  
15 of Paragraph 127 in VULCAN's Complaint.

16 128. In response to Paragraph 128, SGVGC denies each and every allegation  
17 contained therein.

18 129. In response to Paragraph 129, SGVGC denies each and every allegation  
19 contained therein.

20 130. In response to Paragraph 130, to the extent that said paragraph alleges  
21 legal rather than factual matters, SGVGC is not required to admit or deny them.  
22 Paragraph 130 states conclusions of law that do not require an admission or denial  
23 by SGVGC. SGVGC responds said paragraph speaks for itself and requires no  
24 response. If a response is required, SGVGC denies each and every remaining  
25 allegation contained therein.

26 131. In response to Paragraph 131, to the extent that said paragraph alleges  
27 legal rather than factual matters, SGVGC is not required to admit or deny them.  
28 Paragraph 131 states conclusions of law that do not require an admission or denial

1 by SGVGC. SGVGC responds said paragraph speaks for itself and requires no  
2 response. If a response is required, SGVGC denies each and every remaining  
3 allegation contained therein.

4 **FIFTEENTH CLAIM FOR RELIEF**

5 **(Declaratory Relief Under Federal Law Against All Defendants)**

6 132. In response to Paragraph 132, SGVGC repeats, realleges, and  
7 incorporates by reference its admissions and denials already raised herein by  
8 SGVGC in response to allegations contained in Paragraphs 1 through 131 of  
9 VULCAN's Complaint.

10 133. In response to Paragraph 133, SGVGC admits the truth of the entirety  
11 of Paragraph 133 in VULCAN's Complaint.

12 134. In response to Paragraph 134, SGVGC denies each and every allegation  
13 contained therein.

14 135. In response to Paragraph 135, to the extent that said paragraph alleges  
15 legal rather than factual matters, SGVGC is not required to admit or deny them.  
16 Paragraph 135 states conclusions of law that do not require an admission or denial  
17 by SGVGC. If a response is required, SGVGC responds that the statute cited in said  
18 paragraph speaks for itself. SGVGC is without sufficient knowledge or information  
19 to form a belief as to the truth of the remaining allegations contained in said  
20 paragraph, and on that basis denies each and every remaining allegation contained  
21 therein.

22 **AFFIRMATIVE DEFENSES**

23 SGVGC alleges the following affirmative defenses to the Complaint.

24 **FIRST AFFIRMATIVE DEFENSE**

25 **(Failure to State a Claim for Relief)**

26 As a separate and distinct affirmative defense to the Complaint and to each  
27 claim for relief contained therein, SGVGC is informed and believes, and on that  
28 basis alleges, that VUCLAN's Complaint fails to state a claim upon which relief can

1 be granted.

2 **SECOND AFFIRMATIVE DEFENSE**

3 **(Uncertainty)**

4 As a separate and distinct affirmative defense to the Complaint and to each  
5 claim for relief contained therein, SGVGC is informed and believes, and on that  
6 basis alleges, that VULCAN's Complaint, and each purported claim asserted therein,  
7 is uncertain.

8 **THIRD AFFIRMATIVE DEFENSE**

9 **(Assumption of Risk)**

10 As a separate and distinct affirmative defense to the Complaint and to each  
11 claim for relief contained therein, SGVGC is informed and believes, and on that  
12 basis alleges, that VULCAN knowingly and voluntarily assumed the risk, if any, of  
13 the damages alleged in the Complaint.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 **(Intervening/Superseding Acts)**

16 As a separate and distinct affirmative defense to the Complaint and to each  
17 claim for relief contained therein, SGVGC is informed and believes, and on that  
18 basis alleges, that SGVGC is not liable to VULCAN because of the intervening and  
19 superseding acts of all other parties and/or acts of God, all of which proximately  
20 caused the damages, if any, alleged in the Complaint.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 **(No Cause-in-Fact)**

23 As a separate and distinct affirmative defense to the Complaint and to each  
24 claim for relief contained therein, SGVGC is informed and believes, and on that  
25 basis alleges, that VULCAN cannot prove any facts showing that the acts or  
26 omissions of SGVGC were the cause in fact of any threatened or actual releases of  
27 hazardous substances or hazardous wastes as is alleged in the Complaint.

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**SIXTH AFFIRMATIVE DEFENSE**

**(Proximate Cause/Substantial Factor)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN cannot prove any facts showing that the conduct of SGVGC was the proximate cause of, or a substantial factor in, any threatened or actual releases of hazardous substances or hazardous wastes as alleged in the Complaint.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Comparative Negligence Against VULCAN)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that the negligence of VULCAN proximately caused and/or was a substantial factor in whatever injuries or damages are alleged by VULCAN in the Complaint. By reason thereof, VULCAN's recovery, if any, must be diminished by the proportion of its own negligence and/or intentional misconduct.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Comparative Negligence of All Other Parties)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that the negligence of all other parties proximately caused and/or was a substantial factor in whatever injuries or damages are alleged by VULCAN in the Complaint. By reason thereof, VULCAN's recovery, if any, must be diminished by the proportion of the negligence and/or intentional misconduct of all other parties.

**NINTH AFFIRMATIVE DEFENSE**

**(Conformance with Statute, Regulations, and Industry Standards)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that

1 basis alleges, that to the extent VULCAN proves that SGVGC conducted any of the  
2 activities alleged in the Complaint, those activities conformed with and were  
3 pursuant to statutes, government regulations and industry standards based upon the  
4 state of knowledge existing at the time of the activities.

5 **TENTH AFFIRMATIVE DEFENSE**

6 **(Estoppel)**

7 As a separate and distinct affirmative defense to the Complaint and to each  
8 claim for relief contained therein, SGVGC is informed and believes, and on that  
9 basis alleges, that by virtue of the acts, conduct and omissions of VULCAN, it is  
10 estopped from asserting the claims alleged in the Complaint.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 **(Waiver)**

13 As a separate and distinct affirmative defense to the Complaint and to each  
14 claim for relief contained therein, SGVGC is informed and believes, and on that  
15 basis alleges, that as a result of the acts, conduct and omissions of VULCAN, it has  
16 waived its right to assert the purported claims for relief in the Complaint and its  
17 right to recovery.

18 **TWELFTH AFFIRMATIVE DEFENSE**

19 **(Mitigation of Damages)**

20 As a separate and distinct affirmative defense to the Complaint and to each  
21 claim for relief contained therein, SGVGC is informed and believes, and on that  
22 basis alleges, that VULCAN failed to take reasonable steps to mitigate any damages  
23 by failing to timely and economically investigate the existence and extent of the  
24 alleged contamination at and adjacent to the Azusa Property and by failing to timely  
25 and economically remediate such contamination.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that some of the claims for relief asserted in the Complaint are barred by the applicable statutes of limitations, including, but not limited to, California Code of Civil Procedure sections 337, 337.1, 337.15, 337.2, 338(b), 338.1, 340, and 343, CERCLA, 42 U.S.C. Section 9601 et seq.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Laches)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that by virtue of VULCAN’s unreasonable delay in commencing this action, which delay has caused prejudice to SGVGC, certain of the purported claims for relief asserted in the Complaint are barred by the doctrine of laches.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(De Minimus Effect)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that if hazardous substances or hazardous wastes as alleged by VULCAN left the Azusa Property, such leak, spill, or migration was of such a minor, trivial or insignificant amount in view of the circumstances surrounding the alleged contamination of the soil and groundwater at the Azusa Property that no reasonable person would conclude that SGVGC had created or caused the damages alleged in the Complaint. SGVGC further alleges that in the event that at any time mentioned in the Complaint, SGVGC was not in compliance with any statute or regulation described therein, which SGVGC denies, any such instance of noncompliance was de minimus, both in absolute terms and relative to the

1 contributions of hazardous waste, and therefore insufficient as a matter of law under  
2 the due process and equal protection rights guaranteed by the United States  
3 Constitution pursuant to the de minimus curat lex doctrine to give rise to any  
4 liability.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 **(Nonjoinder/Misjoinder of Potentially Responsible Parties)**

7 As a separate and distinct affirmative defense to the Complaint and to each  
8 claim for relief contained therein, SGVGC is informed and believes, and on that  
9 basis alleges, that VULCAN has misjoined, or failed to join, all the potentially  
10 responsible parties necessary for a full and just adjudication of the purported claims  
11 asserted in the Complaint, as mandated by Federal Rules of Civil Procedure Rules  
12 19(a) and 21.

13 **SEVENTEENTH AFFIRMATIVE DEFENSE**

14 **(Defense Under Section 107(b) of the CERCLA,**

15 **Based on the Actions or Omissions of a Third Party)**

16 As a separate and distinct affirmative defense to the Complaint and to each  
17 applicable claim for relief contained therein, SGVGC is informed and believes, and  
18 on that basis alleges, that the releases or threats of releases of hazardous substances  
19 and hazardous wastes, if any, alleged in the Complaint and the resulting damages  
20 therefrom, were solely caused by the acts or omissions of a third party or parties.  
21 Such third party or parties were neither an employee nor an agent of SGVGC, nor  
22 did the acts or omissions of such third party or parties occur in connection with a  
23 contractual relationship, existing directly or indirectly, with SGVGC. If it is  
24 determined that there were releases of hazardous substances or hazardous wastes at  
25 the AzusaProperty, then SGVGC alleges that SGVGC exercised due care with  
26 respect to the hazardous substances and hazardous wastes allegedly concerned,  
27 taking into consideration the characteristics of such hazardous substances and  
28 hazardous wastes in light of all relevant facts and circumstances and took

1 precautions against foreseeable acts or omissions of any third party and the  
2 consequences that could foreseeably result from such acts or omissions. Therefore,  
3 SGVGC is not liable for any resulting response costs or damages by reason of  
4 CERCLA Section 107(b)(3), 42 U.S.C. Section 9607(b)(1).

5 **EIGHTEENTH AFFIRMATIVE DEFENSE**

6 **(Defense Under Section 107(b) of the CERCLA, Based on an Act of God)**

7 As a separate and distinct affirmative defense to the Complaint and to each  
8 applicable claim for relief contained therein, SGVGC is informed and believes, and  
9 on that basis alleges, that some or all of the releases or threats of releases of  
10 hazardous substances or hazardous wastes, if any, alleged in the Complaint and the  
11 resulting damages therefrom, were solely caused by an act of God, as defined by  
12 CERCLA Section 101(1), 42 U.S.C. Section 9601(1). To the extent this caused  
13 releases or threatened releases of hazardous substances or hazardous wastes,  
14 SGVGC is not liable for any resulting response costs or damages by reason of the  
15 provisions of CERCLA Section 107(b)(1), 42 U.S.C. Section 9607(b)(1).

16 **NINETEENTH AFFIRMATIVE DEFENSE**

17 **(Defense Under Section 107(b)(4) of the CERCLA, Based on a**  
18 **Combination of an Act of God and the Actions of a Third Party)**

19 As a separate and distinct affirmative defense to the Complaint and to each  
20 applicable claim for relief contained therein, SGVGC is informed and believes, and  
21 on that basis alleges, that some or all of the releases or threats of release of  
22 hazardous substances or hazardous wastes, if any, alleged in the Complaint and  
23 resulting therefrom, were caused by an act of God, as defined by CERCLA Section  
24 101(1), 42 U.S.C. Section 9601(1), in combination with the acts of a third party or  
25 parties. To the extent this caused releases or threatened releases of hazardous  
26 substances or hazardous wastes at or from the Azusa Property, SGVGC is not liable  
27 for any resulting response costs or damages by reason of the provisions of CERCLA  
28 Section 107(b)(1), (3) and (4), 42 U.S.C. Section 9607(b)(1), (3) and (4).

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**TWENTIETH AFFIRMATIVE DEFENSE**

**(Inconsistency with National Contingency Plan)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that Section 107(a)(4)(B) of CERCLA, 42 U.S.C. Section 9607(a)(4)(B), authorizes recovery only for response costs incurred which are necessary and consistent with the National Contingency Plan. Part or all of the response costs allegedly incurred and to be incurred by VULCAN are not a necessary cost of response or are not consistent with the National Contingency Plan. As such, VULCAN is not entitled to recovery for such activities and costs.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Apportionment of Liability Under the California Hazardous Substance Account Act)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis allege, that section 25363 of the California Health and Safety Code provides in part as follows:

“(a) . . . [A]ny party found liable for any costs or expenditures recoverable under this chapter who establishes by a preponderance of the evidence that only a portion of those costs or expenditures are attributable to that party’s actions, shall be required to pay only that portion.”

The costs or expenditures sought to be recovered in the Complaint are alleged to be recoverable under sections 25300 *et seq.* of the California Health and Safety Code. Only a portion, if any, of such costs and expenditures are attributable to the actions of SGVGC. If VULCAN is held to be entitled to recover any costs or damages against SGVGC under the California Health and Safety Code, such recovery must be offset or reduced pursuant to section 25363 by costs and damages attributable to others as hereinbefore alleged.

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**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(No Liability Under the California Hazardous Substance Account Act)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes and on that basis alleges VULCAN’s Complaint fails because many of the VULCAN’s claims against SGVGC are based upon alleged acts or omissions that occurred on or before January 1, 1982. Because these alleged acts or omissions were not in violation of existing state or federal law or regulation at the time they occurred, SGVGC can have no liability under the California Hazardous Substance Account Act as set forth in section 25366(a) of that Act.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(No Release During Operation)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that the release or threatened release that caused VULCAN to incur response costs did not occur during any ownership or operation of the Azusa Property by SGVGC and therefore SGVGC cannot be liable under Section 107(a) of CERCLA.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(No Joint and Several Liability)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that joint and several liability should not be imposed on SGVGC because joint and several liability is not mandatory and it would be inequitable to impose joint and several liability on SGVGC. Furthermore, VULCAN, as a potentially liable party under CERCLA, would also be liable under CERCLA. Accordingly, there is no good reason to apply joint and several liability in this matter.

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**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(CERCLA Has No Attorneys' Fees Provision)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN may not recover all or a portion of its claimed attorneys' fees under CERCLA.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

As a separate and distinct affirmative defense to the Complaint and to each claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN's claims for relief are barred, in whole or in part, by the doctrine of unclean hands.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(No Contribution)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN cannot prove any fact showing that the conduct of SGVGC contributed to the handling, storage, treatment, transportation or disposal of solid or hazardous wastes or hazardous substances as alleged in the Complaint.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Undue Delay)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN has, contrary to its legal obligation under state and federal law, failed to take effective and reasonable action to abate the alleged hazards on its property.

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**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(Right to Offset)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN’s recovery, if any, against SGVGC must be offset by any amount that VULCAN must pay as a responsible party.

**THIRTIETH AFFIRMATIVE DEFENSE**

**(Standing)**

As a separate and distinct affirmative defense to the Complaint and to the applicable purported claims for relief contained therein, VULCAN lacks standing to assert its claims.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

**(No Right to Recovery for Divisible and Distinct Liability)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that SGVGC is not jointly and severally liable for any damage alleged in the Complaint because any effect of any act or omission of SGVGC is divisible and distinct from any compensable damage incurred by VULCAN.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

**(Reasonable Basis for Apportionment)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that SGVGC is not jointly and severally liable for any damage alleged in the Complaint because there is a reasonable basis upon which to apportion any liability among the parties to the captioned action.

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**THIRTY-THIRD AFFIRMATIVE DEFENSE**

**(Future Costs Under CERCLA)**

As a separate and distinct affirmative defense to the Complaint and to each purported claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, VULCAN cannot recover from SGVGC costs yet incurred, if any, under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a).

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

**(Costs are Not Necessary Response Costs Under CERCLA)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that the costs which VULCAN seeks to recover by way of the Complaint do not constitute necessary response costs within the meaning of Section 107(a) CERCLA, 42 U.S.C. Section 9607(a).

**THIRTY-FIFTH AFFIRMATIVE DEFENSE**

**(No Right to Recovery for Non-Cost Effective Remedial Actions)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN is not entitled to a recovery of remedial costs from SGVGC because VULCAN’s alleged remedial actions were not and are not “cost-effective” per 42 U.S.C. Section 9621.

**THIRTY-SIXTH AFFIRMATIVE DEFENSE**

**(Imputation of Liability to VULCAN)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that any release or threat of release of any hazardous substance, any imminent and substantial endangerment relating to any hazardous waste, and any other damage alleged in the Complaint were caused by acts, omissions or fault that are imputed to VULCAN by reason of the relationship of said persons or

1 entities to VULCAN.

2 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

3 **(Apportionment)**

4 As a separate and distinct affirmative defense to the Complaint and to each  
5 applicable claim for relief contained therein, SGVGC is informed and believes, and  
6 on that basis alleges, that whatever damage, injury, loss, or expense may be, or may  
7 have been incurred by VULCAN under the circumstances and events alleged in the  
8 Complaint was solely, directly, and proximately caused, or alternatively, contributed  
9 to, by the misconduct, negligence, or wrongful conduct of all other parties to this  
10 action. Therefore, SGVGC requests that in the event VULCAN recovers against  
11 SGVGC, whether by settlement or judgment, an apportionment of fault be made by  
12 the Court or jury as to all parties. Further, SGVGC requests a judgment and  
13 declaration of indemnification and contribution against all those parties in  
14 accordance with the apportionment of fault.

15 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

16 **(Due Care)**

17 As a separate and distinct affirmative defense to the Complaint and to each  
18 applicable claim for relief contained therein, SGVGC is informed and believes, and  
19 on that basis alleges, that SGVGC exercised due care with respect to all matters  
20 alleged in the Complaint, and otherwise conducted itself as a reasonable person  
21 under the circumstances.

22 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

23 **(Adequate Remedies)**

24 As a separate and distinct affirmative defense to the Complaint and to each  
25 applicable claim for relief contained therein, SGVGC is informed and believes, and  
26 on that basis alleges, that VULCAN's claims for equitable relief are barred, in whole  
27 or in part, as VULCAN has an adequate remedy at law for damages.

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**FORTIETH AFFIRMATIVE DEFENSE**

**(Failure to Do Equity)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN’s claims are barred, in whole or in part, by reason of VULCAN’s failure to do equity in the matters alleged in the Complaint.

**FORTY-FIRST AFFIRMATIVE DEFENSE**

**(Equitable Indemnity)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that without conceding that any act of SGVGC caused damage to VULCAN or any other person in any respect, SGVGC alleges that SGVGC is entitled to equitable indemnity against any judgment that may be entered against SGVGC.

**FORTY-SECOND AFFIRMATIVE DEFENSE**

**(Negligence)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN’s claims are barred, in whole or in part, as VULCAN did not exercise ordinary care, caution, and prudence in connection with the transactions and events alleged in the Complaint.

**FORTY-THIRD AFFIRMATIVE DEFENSE**

**(Excessive and Unnecessary Costs Related to Historical  
or Current Practices on Property)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN is not entitled to any recovery of costs insofar as any such costs incurred by VULCAN are excessive, unnecessary, and

1 unreasonable, especially any costs related to contamination from historical or current  
2 practices on VULCAN's property.

3 **FORTY-FORTH AFFIRMATIVE DEFENSE**

4 **(Lack of Knowledge and Control)**

5 As a separate and distinct affirmative defense to the Complaint and to each  
6 applicable claim for relief contained therein, SGVGC is informed and believe, and  
7 on that basis alleges, that VULCAN's claims as against SGVGC are barred, in  
8 whole or in part, as any alleged pollution to or contamination of the Azusa Property  
9 occurred prior to SGVGC's occupation of Azusa Property and SGVGC had no  
10 knowledge or control over sources which may have caused such alleged  
11 contamination or pollution.

12 **FORTY-FIFTH AFFIRMATIVE DEFENSE**

13 **(Acts of Third Parties Under 42 U.S.C. Section 9607(B)(3))**

14 As a separate and distinct affirmative defense to the Complaint and to each  
15 applicable claim for relief contained therein, SGVGC is informed and believes, and  
16 on that basis alleges, that VULCAN's claims against SGVGC are barred, in whole  
17 or in part, as the acts or omissions of third parties were the sole cause of VULCAN's  
18 injuries or damages, if any, and SGVGC took due care and precautions to prevent  
19 foreseeable acts or omissions caused by third parties as set out under CERCLA  
20 Section 107(B)(3) (42 U.S.C. Section 9607(B)(3)) and by equitable principles.

21 **FORTY-SIXTH AFFIRMATIVE DEFENSE**

22 **(No Nuisance or Trespass)**

23 As a separate and distinct affirmative defense to the Complaint and to each  
24 applicable claim for relief contained therein, SGVGC is informed and believes, and  
25 on that basis alleges, that SGVGC denies that it created or contributed to any  
26 permanent or continuing private or public nuisance and/or trespass upon  
27 VULCAN's property, and alleges that VULCAN's own acts constitute the source of  
28 any nuisance or trespass.

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**FORTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Consent to Public and/or Private Nuisance)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN has consented to any alleged public and/or private nuisance.

**FORTY-EIGHTH AFFIRMATIVE DEFENSE**

**(No Right to Injunctive Relief)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that VULCAN is not entitled to injunctive relief because it has failed to state facts sufficient to show continuing acts, the threat of irreparable harm, or a reasonable likelihood of repetition of the alleged conduct if it were, in fact, established to be wrongful.

**FORTY-NINTH AFFIRMATIVE DEFENSE**

**(No Liability)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that SGVGC is not liable for any acts or omissions undertaken by or at the direction or sufferance of local, state, or federal authority, including, without limitation, acts or omissions made in accordance with any statutes, laws, or regulations applicable at the time the acts or omissions occurred.

**FIFTIETH AFFIRMATIVE DEFENSE**

**(No Liability for Passive Migration)**

As a separate and distinct affirmative defense to the Complaint and to each applicable claim for relief contained therein, SGVGC is informed and believes, and on that basis alleges, that SGVGC is not liable for passive migration of any alleged contamination at the Azusa Property caused by VULCAN's failure to respond to and



1 remediate the alleged contamination.

2 **FIFTY-FIRST AFFIRMATIVE DEFENSE**

3 **(Damages Not Reasonable)**

4 As a separate and distinct affirmative defense to the Complaint and to each  
5 claim for relief contained therein, SGVGC is informed and believes and on that  
6 basis alleges, the damages alleged in the Complaint are not reasonable, and,  
7 therefore, Plaintiff is barred from recovering such damages pursuant to Civil Code  
8 section 3359.

9 **FIFTY-SECOND AFFIRMATIVE DEFENSE**

10 **(No Wilful or Malicious Act Upon Which Treble Damages Are Proper)**

11 As a separate and distinct affirmative defense to the Complaint and to the  
12 applicable claim for relief contained therein, SGVGC is informed and believes, and  
13 on that basis alleges, that SGVGC did not act wilfully or maliciously, nor has  
14 VULCAN alleged any facts evidencing SGVGC acted wilfully or maliciously, as to  
15 the damage at issue herein. Thus, VULCAN has not plead facts indicating wilful or  
16 malicious conduct upon which treble damages could be awarded under California  
17 Code of Civil Procedure section 732.

18 **FIFTY-THIRD AFFIRMATIVE DEFENSE**

19 **(Speculative Damages)**

20 As a separate and distinct affirmative defense to the Complaint and to each  
21 claim for relief contained therein, SGVGC is informed and believes, and on that  
22 basis alleges, the damages alleged in the Complaint are impermissibly remote and  
23 speculative, and, therefore, Plaintiff is barred from recovering such damages.

24 **FIFTY-FOURTH AFFIRMATIVE DEFENSE**

25 **(Incorporation of All Applicable Defenses)**

26 As a separate and distinct affirmative defense to the Complaint and to each  
27 claim for relief contained therein, SGVGC is informed and believes, and on that  
28 basis alleges, that SGVGC asserts all applicable defenses pled by all other SGVGCs

1 to this action, and hereby incorporates the same herein by reference.

2 **SIXTY-FIFTH AFFIRMATIVE DEFENSE**

3 **(Reservation of Right to Assert Additional Defenses)**

4 As a separate and distinct affirmative defense to the Complaint and to each  
5 claim for relief contained therein, SGVGC is informed and believes, and on that  
6 basis alleges, that VULCAN has failed to particularize its claims, or that SGVGC's  
7 lack of knowledge of the circumstances surrounding VULCAN's claims prevents  
8 SGVGC from asserting all applicable defenses at this time. Upon further  
9 particularization of the claims by VULCAN or upon discovery of further  
10 information concerning VULCAN's claims, SGVGC reserves the right to assert  
11 additional defenses.

12 **PRAYER**

13 WHEREFORE, SGVGC prays as follows:

- 14 1. That VULCAN take nothing by reason of its Complaint and that
- 15 judgment be rendered in favor of SGVGC;
- 16 2. That the Complaint be dismissed in its entirety with prejudice and that
- 17 VULCAN be denied the relief sought by way of the prayer contained in the
- 18 Complaint;
- 19 3. That SGVGC be awarded the costs of suit incurred in defense of this
- 20 action;
- 21 4. For a declaration that SGVGC is not liable to VULCAN in any amount;
- 22 and
- 23 5. For such other relief that the Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

SGVGC demands a jury trial on all claims for relief that VULCAN alleges in its Complaint and that are so triable.

Dated: October 30, 2008

**TRUTANICH • MICHEL, LLP**

/s/  
W. Lee Smith  
E-mail: [lsmith@tmlp.com](mailto:lsmith@tmlp.com)  
Attorney for Defendant,  
San Gabriel Valley Gun Club

1 PROOF OF SERVICE

2 IT IS HEREBY CERTIFIED THAT:

3 I, the undersigned, am a citizen of the United States and am at least eighteen  
4 years of age. My business address is 180 E. Ocean Blvd., Suite 200, Long Beach,  
California, 90802.

5 I am not a party to the above-entitled action. I have caused service of:

6 **ANSWER OF DEFENDANT SAN GABRIEL VALLEY GUN CLUB**  
7 **[DEMAND FOR JURY TRIAL]**

8 on the following party by electronically filing the foregoing with the Clerk of the  
District Court using its ECF System, which electronically notifies them.

9 Kenneth Ehrlich  
10 kehrlich@jmbm.com  
Michael Stiles  
11 mstiles@jmbm.com  
**JEFFER MANGELS BUTLER &**  
**MARAMO LLP**  
12 1900 Avenue of the Stars, 7<sup>th</sup> Floor  
13 Los Angeles, CA 90067

14 I declare under penalty of perjury that the foregoing is true and correct.

15 Executed on October 30, 2008.

16 /s/  
17 Christina Sanchez

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