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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAR 23 2011

John A. Clarke, Executive Officer/Clerk
By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

1 William J. Becker, Jr., Esq. (SBN 134545)

2 **THE BECKER LAW FIRM**
3 11500 Olympic, Blvd., Suite 400
4 Los Angeles, California 90064
5 Phone: (310) 636-1018
6 Fax: (310) 765-6328

7 Affiliated counsel with:
8 The Rutherford Institute
9 Post Office Box 7482
10 Charlottesville, VA 22906-7482

11 Attorneys for Plaintiff, AMERICAN FREEDOM ALLIANCE

12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

14 **AMERICAN FREEDOM ALLIANCE**, a
15 nonprofit corporation;

16 Plaintiff,

17 vs.

18 **CALIFORNIA SCIENCE CENTER**, a legal
19 entity of the State of California;
20 **CALIFORNIA SCIENCE CENTER**
21 **FOUNDATION**, a nonprofit corporation;
22 **JEFFREY RUDOLPH**, an Individual; and
23 **DOES 1 through 50**, inclusive;

24 Defendants.

25 **CALIFORNIA SCIENCE CENTER**
26 **FOUNDATION**, a nonprofit corporation;
27 **JEFFREY RUDOLPH**, an Individual; and
28 **DOES 1 through 50**, inclusive;

Cross-Complainant,

vs.

AMERICAN FREEDOM ALLIANCE, a
nonprofit corporation;

Cross-Defendant.

Case No. BC423687

**ANSWER TO AMENDED CROSS-
COMPLAINT**

1 Plaintiff/Cross-Defendant American Freedom Alliance (hereinafter "Cross-Defendant")
2 by and through its attorney of record, answers the unverified Amended Cross-Complaint of De-
3 fendants/Cross-Complainants California Science Center Foundation and Jeffrey Rudolph, as
4 President of the California Science Center Foundation and in his individual capacity (hereinafter
5 "Cross-Complainants");

6 Pursuant to section 431.30(d) of the California Code of Civil Procedure, Cross-Defendant
7 denies generally and specifically each and every allegation and cause of action in the Amended
8 Cross-Complaint. Cross-Defendant further denies that Cross-Complainants have sustained any
9 injury, damage or loss by reason of any act or omission of the Cross-Defendant, or at all, and fur-
10 ther deny that Cross-Complainants are entitled to any relief against or affecting any of the Cross-
11 Complainants.

12 In addition, Cross-Defendant alleges the following affirmative defenses:

13 **FIRST AFFIRMATIVE DEFENSE**

14 (Failure to State a Claim - All Causes of Action)

15 The Amended Cross-Complaint and each and every cause of action therein fail to state a
16 claim upon which relief can be granted or facts sufficient to constitute a cause of action.

17 **SECOND AFFIRMATIVE DEFENSE**

18 (Unclean Hands - All Causes of Action)

19 Cross-Complainants are barred in equity from claiming or recovering any relief set forth
20 in the Amended Cross-Complaint and each and every cause of action alleged therein because of
21 its conduct under the doctrine of unclean hands.

22 **THIRD AFFIRMATIVE DEFENSE**

23 (Waiver - All Causes of Action)

24 Cross-Complainants are barred from claiming or recovering any relief set forth in the
25 Amended Cross-Complaint and each and every cause of action alleged therein on the grounds
26 that Plaintiffs conduct was such that it constituted a waiver.

27 **FOURTH AFFIRMATIVE DEFENSE**

28 (Equitable Estoppel - All Causes of Action)

Under the doctrine of equitable estoppel, Cross-Complainants are barred from claiming
or recovering any relief set forth in the Amended Cross-Complaint and each and every causes of

1 action alleged therein by reason of acts, omissions, representations and courses of conduct by
2 Cross-Complainants by which Cross-Defendant was led to rely to its detriment.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 (Failure to Mitigate - All Causes of Action)

5 Cross-Complainants are barred from claiming or recovering any relief set forth in the
6 Amended Cross-Complaint and each and every causes of action alleged therein because Cross-
7 Complainants failed to exercise reasonable care and diligence to mitigate any alleged damages,
8 and have further unreasonably delayed in the submission of their claims for any alleged losses.

9 **SIXTH AFFIRMATIVE DEFENSE**

10 (Breach by Cross-Complainants - Breach of Contract Cause of Action)

11 Cross-Complainants are barred from claiming or recovering any relief on the grounds that
12 Cross-Complainants breached their contract, if any, with Cross-Defendant and that by reason of
13 that breach of contract, Cross-Defendant has been excused from performing any duties or obliga-
14 tions set forth in said contract.

15 **SEVENTH AFFIRMATIVE DEFENSE**

16 (Excuse from Performance - Breach of Contract Cause of Action)

17 Cross-Complainants are barred from claiming or recovering any relief on the grounds that
18 Cross-Complainants excused Cross-Defendant from performing certain duties or obligations set
19 forth in said contract.

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 (Prevention of Performance – All Cause of Action)

22 Cross-Complainants are barred from claiming or recovering any relief on the grounds that
23 Cross-Complainants prevented Cross-Defendant from performing certain duties or obligations
24 set forth in said contract.

25 **NINTH AFFIRMATIVE DEFENSE**

26 (Failure of Consideration- Breach of Contract Cause of Action)

27 Cross-Complainants are barred from claiming or recovering any relief based on Cross-
28 Complainants' cause of action for breach of contract on the grounds of failure of consideration.

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