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(Gov. Code, § 6103)

Attorneys for Defendant, City of West Hollywood (DOE MUNICIPALITY 1)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE**

ROBIN L. ACKERMAN, individually and as
the successor-in-interest to THE ESTATE OF
BLAKE ADAM ACKERMAN, deceased,

Plaintiff,

v.

DOUGLAS MORTON ADAMS, an individual;
DOE MUNICIPALITY 1, a public entity; DOE
MUNICIPALITY 2, a public entity; DOE
COUNTY, a public entity; and DOES 4
through 20, inclusive,

Defendants.

CASE NO.: 26SMCV00014

**DEFENDANT CITY OF WEST
HOLLYWOOD’S ANSWER TO
COMPLAINT**

Complaint filed January 5, 2026

Assigned to Hon. Lisa K. Sepe-Wiesenfeld
Dept. N
Date Action Filed: January 5, 2026
Trial Date: Not set

GENERAL DENIAL

Defendant, City of West Hollywood (“Answering Defendant”) hereby answers Plaintiff’s
unverified complaint (“Complaint”) as follows:

Pursuant to Code of Civil Procedure section 431.30(d), this Answering Defendant denies
generally and specifically each and every allegation of the Complaint and specifically denies that
Plaintiff has been damaged as alleged in the Complaint and denies that Plaintiff has been damaged
at all.

AFFIRMATIVE DEFENSES

Without waiving or excusing Plaintiff’s burden of proof or admitting that any of the

following are in fact defenses upon which Answering Defendant has any burden of proof, as opposed to denials of matters as to which Plaintiff has the burden of proof, or that Answering Defendant has any burden of proof at all, Answering Defendant hereby asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. This Answering Defendant is informed and believes, and upon such information and belief alleges, that Plaintiff's Complaint and each alleged cause of action therein, fails to state facts sufficient to constitute a cause of action as to this Answering Defendant.

SECOND AFFIRMATIVE DEFENSE

(Contributory Negligence)

2. This Answering Defendant is informed and believes, and upon such information and belief alleges, that at the times and places mentioned in Plaintiff's Complaint, decedent was careless, reckless and negligent in and about the matters and things alleged in Plaintiff's Complaint, which said carelessness, recklessness and negligence concurred in point of time with the alleged negligence of the Answering Defendant, if any there may have been, and proximately caused and contributed to whatever injury and/or damage Plaintiff may have sustained, if any, and recovery by the Plaintiff, if any, should be proportionately reduced according to the percentage of fault of the decedent.

THIRD AFFIRMATIVE DEFENSE

(Negligence of Others)

3. This Answering Defendant is informed and believes, and upon such information and belief alleges, that in addition to the aforementioned negligence of the decedent, any damages incurred by the Plaintiff were directly and proximately caused and contributed to by the negligence of third persons.

FOURTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

4. This Answering Defendant is informed and believes, and upon such information

1 and belief alleges, that the decedent did, with full knowledge of the consequences of his acts and
2 with full knowledge of the dangers incident thereto, voluntarily expose himself to all of the
3 matters and things alleged in the Complaint and did thereby assume the risk generally incident
4 thereto.

5 **FIFTH AFFIRMATIVE DEFENSE**

6 (Breach of Duty)

7 5. This Answering Defendant is informed and believes, and upon such information
8 and belief alleges, that the events, injuries, losses and damages complained of in Plaintiff's
9 Complaint, if any there were, were the result of an unavoidable accident insofar as this Answering
10 Defendant is concerned and occurred without any negligence, want of care, default or other breach
11 of duty to Plaintiff on the part of said Answering Defendant.

12 **SIXTH AFFIRMATIVE DEFENSE**

13 (Statute of Limitations)

14 6. This Answering Defendant is informed and believes, and upon such information
15 and belief alleges, that the causes of action stated in Plaintiff's Complaint herein are barred by
16 the Statute of Limitations pursuant to Code of Civil Procedure section 335.1 and Code of Civil
17 Procedure section 340.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 (Failure to Mitigate)

20 7. This Answering Defendant is informed and believes, and upon such information
21 and belief alleges, that decedent, by the exercise of reasonable effort and/or care, could have
22 mitigated the amount of damages alleged to have been suffered, but decedent failed, neglected
23 and refused to exercise a reasonable effort to mitigate the damages.

24 **EIGHTH AFFIRMATIVE DEFENSE**

25 (Comparative Fault)

26 8. This Answering Defendant is informed and believes, and upon such information
27 and belief alleges, that Answering Defendant's liability, if any, should be proportionately reduced
28 by the negligence of all parties hereto and any other third parties pursuant to the principles of the

Fair Responsibility Act of 1986 and as codified in Civil Code section 1431.2.

NINTH AFFIRMATIVE DEFENSE

(Act of God)

9. This Answering Defendant is informed and believes, and upon such information and belief alleges, that the events, injuries, losses and damages complained of in Plaintiff's Complaint, if any there were, were the result of and solely caused by an irresistible, superhuman act which no person can control, to wit: an unusual and unprecedented event caused the accident mentioned in Plaintiff's Complaint, if indeed there was an accident.

TENTH AFFIRMATIVE DEFENSE

(Disclaimer of Warranties)

10. This Answering Defendant is informed and believes, and upon such information and belief alleges, that Answering Defendant has disclaimed, negated and excluded all warranties of the type and character alleged in Plaintiff's Complaint so as to bar recovery.

ELEVENTH AFFIRMATIVE DEFENSE

(Open and Obvious)

11. This Answering Defendant is informed and believes, and upon such information and belief alleges, that decedent knew or should have known at all times alleged in the Complaint of the alleged defect on the premises by virtue of its open and obvious nature, if any, and thereby assumed the risk of any injury to himself as a result from the defect, if any existed.

TWELFTH AFFIRMATIVE DEFENSE

(Improper Use)

12. This Answering Defendant is informed and believes, and upon such information and belief alleges, that at the times and places mentioned in Plaintiff's Complaint, decedent may not have been using any of the premises furnished by Answering Defendant for its intended use.

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to Exercise Due Care)

13. This Answering Defendant is informed and believes, and upon such information and belief alleges, that all damages sustained by Plaintiff, if any there may be, by reason of the

1 matters referred to in the Complaint, resulted solely from decedent's unreasonable and improper
2 use of the premises involved.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 (Immunity)

5 14. This Answering Defendant is informed and believes, and upon such information
6 and belief alleges, that Answering Defendant is immune from liability pursuant to provisions of
7 Government Code sections 815, 815(a) and (b), 815.2, 818.2, 818.6, 818.8, 820, 820.2, 820.6,
8 821, 821.4, 830, 830.2, 830.5, 830.6, 830.8, 831, 831.2, 831.25, 831.7, 835, 835(a), 835(b), 835.2,
9 835.4(a), 835.4(b), and 841.4.

10 **FIFTEENTH AFFIRMATIVE DEFENSE**

11 (Failure to State a Cause of Action)

12 15. This Answering Defendant is informed and believes, and upon such information
13 and belief alleges, that to the extent that the allegations of the Complaint attempt to enlarge upon
14 the facts and/or contentions set forth in the claim, if any, filed by Plaintiff, then said Complaint
15 fails to state a cause of action and violates the provisions of California Government Code, Chapter
16 I (commencing with section 900) and Chapter II (commencing with section 910), and this
17 Answering Defendant hereby reserves its rights to strike said allegations and to object to any
18 evidence directed to proof of said allegations.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 (Failure to Comply with Claims Provisions)

21 16. This Answering Defendant is informed and believes, and upon such information
22 and belief alleges, that Plaintiff has failed to comply with the claims provisions of the California
23 Government Code, Chapter I, Commencing with Section 900, and Chapter II, commencing with
24 Section 910.

25 **SEVENTEENTH AFFIRMATIVE DEFENSE**

26 (Howell Analysis)

27 17. This Answering Defendant is informed and believes, and upon such information
28 and belief alleges, that Plaintiff's medical bills have been paid by a third party in a sum less than

the full medical charges, and Plaintiff is therefore precluded from seeking payment of the full amount billed, pursuant to existing case law.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Reservation to Assert Additional Defenses)

18. This Answering Defendant is informed and believes, and upon such information and belief alleges, that Plaintiff's unverified Complaint, and each cause of action thereof, is couched in conclusionary terms such that this Answering Defendant cannot fully anticipate all affirmative defenses that may be applicable. Accordingly, the right to assert additional affirmative defenses, if and to the extent such affirmative defenses are applicable, is hereby reserved.

PRAYER

WHEREFORE, Answering Defendant prays:

1. That judgment be awarded in Answering Defendant's favor on all matters asserted herein;
2. That Plaintiff takes nothing by way of this action;
3. That Answering Defendant is awarded its necessary and reasonable costs of suit herein, including, if applicable, reasonable attorneys' fees; and
4. For such other and further relief as the court deems just and proper upon all the facts and circumstances of this action.

Date: March 23, 2026

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CUMBERLAND & GREEN LLP



Joshua M. George
Betzy Y. Bras-Gonzalez
Attorneys for Defendant, City of West Hollywood

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PROOF OF SERVICE
(Code Civ. Proc., §§ 1013 et seq., 1010.6, 2015.5)

I, Asusena M. Uribe, declare:

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to this action. My business address is 6633 Bay Laurel Place, Avila Beach, California.

On March 23, 2026, I served the following document titled, **“DEFENDANT CITY OF WEST HOLLYWOOD’S ANSWER TO COMPLAINT,”** on the parties identified on the attached Service List as follows:

☐ **BY U.S. MAIL** – I am readily familiar with the business practice at my place of business for collection and processing of items for mailing with the United States Postal Service. In the ordinary course of business, items so collected are deposited with the United State Postal Service the same day. I placed the above-described document for deposit with the United States Postal Service in a sealed envelope, with postage fully prepaid, addressed to the person(s) on whom it is to be served, at the address(es) shown on the attached Service List, for collection and mailing following ordinary business practices.

☒ **BY ELECTRONIC TRANSMISSION (EMAIL)** – Based on a court order or the agreement of the parties herein to accept electronic service, I caused the above-described document to be sent electronically, addressed to the person(s) on whom it is to be served, at the email address(es) shown on the attached Service List.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day in San Luis Obispo County, California.

Dated: March 23, 2026

/s/ Asusena M. Uribe
Asusena M. Uribe

SERVICE LIST

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