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8 Attorneys for Defendants
9 CITY OF ST. HELENA; PLANNING & BUILDING
DIRECTOR MAYA DEROSA; MAYOR GEOFF
ELLSWORTH; and CITY ATTORNEY ETHAN
10 WALSH

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13

14 PACASO INC. and PAC 6 CA 2021 LLC,

15 Petitioner,

16 v.

17 THE CITY OF ST. HELENA; PLANNING &
BUILDING DIRECTOR MAYA DEROSA;
18 MAYOR GEOFF ELLSWORTH; CITY
ATTORNEY ETHAN WALSH; and DOES 1-
19 5,

20 Defendants.
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Case No. 3:21-cv-02493-WHO

**DEFENDANTS' SECOND AMENDED
ANSWER TO COMPLAINT**

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1 Defendants, CITY OF ST. HELENA (“City”), PLANNING & BUILDING DIRECTOR
2 MAYA DEROSA; MAYOR GEOFF ELLSWORTH; CITY ATTORNEY, and CITY
3 ATTORNEY ETHAN WALSH (“City Attorney”) (collectively the “City Defendants”) hereby
4 answer Plaintiff PACASO INC. and PAC 6 CA 2021 LLC (collectively “Plaintiffs”) Complaint
5 for: (1) Declaratory Judgment; (2) Due Process Violation; (3) Selective Enforcement; (4)
6 Invalid Use of Municipal Authority; and (5) Intentional Interference with Prospective Economic
7 Advantage (“Complaint”). City Defendants answers as follows: (hereafter “City” or “Defendant”
8 hereby answers the allegations in the Complaint of PACASO INC. and PAC 6 CA 2021 LLC
9 (“Plaintiffs”), as follows:

10 **INTRODUCTION**

11 1. In answering Paragraph 1 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 1 of the Complaint.

13 2. In answering Paragraph 2 of the Complaint, City Defendants deny each and every
14 allegation in Paragraph 2 of the Complaint.

15 3. In answering Paragraph 3 of the Complaint, City Defendants are without sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
17 on that basis, deny each and every allegation in Paragraph 3 of the Complaint.

18 4. In answering Paragraph 4 of the Complaint, City Defendants are without sufficient
19 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
20 on that basis, deny each and every allegation in Paragraph 4 of the Complaint.

21 5. In answering Paragraph 5 of the Complaint, City Defendants are without sufficient
22 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
23 on that basis, deny each and every allegation in Paragraph 5 of the Complaint.

24 6. In answering Paragraph 6 of the Complaint, City Defendants deny each and every
25 allegation in Paragraph 6 of the Complaint.

26 7. In answering Paragraph 7 of the Complaint, City Defendants deny each and every
27 allegation in Paragraph 7 of the Complaint.
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1 8. In answering Paragraph 8 of the Complaint, City Defendants admit that a Report to
2 the City Council was prepared on July 14, 2020 and that local residents expressed concerns about
3 a residential property, which one of the Plaintiffs owns. City Defendants deny each and every
4 other allegation in Paragraph 8 of the Complaint.

5 9. In answering Paragraph 9 of the Complaint, to the extent that Plaintiffs have
6 accurately quoted portions of the July 2020 Report, City Defendants admit that the July 2020
7 Report reads as alleged. City Defendants deny each and every other allegation in Paragraph 9 of
8 the Complaint, including, but not limited to, any conclusions, meaning or interpretation that
9 Plaintiffs derive or seek to insert into the July 2020 Report.

10 10. In answering Paragraph 10 of the Complaint, to the extent that Plaintiffs have
11 accurately quoted portions of the July 2020 Report, City Defendants admit that the July 2020
12 Report reads as alleged. City Defendants deny each and every other allegation in Paragraph 10 of
13 the Complaint, including, but not limited to, any conclusions, meaning or interpretation that
14 Plaintiffs derive or seek to insert into the July 2020 Report.

15 11. In answering Paragraph 11 of the Complaint, to the extent that Plaintiffs have
16 accurately quoted what was said during the July 2014 Meeting, City Defendants admit that such
17 statements were made. City Defendants deny each and every other allegation in Paragraph 11 of
18 the Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
19 Plaintiffs derive or seek to insert into what was said during the July 2014 Meeting.

20 12. In answering Paragraph 12 of the Complaint, City Defendants deny each and every
21 allegation in Paragraph 12 of the Complaint.

22 13. In answering Paragraph 13 of the Complaint, City Defendants deny each and every
23 allegation in Paragraph 13 of the Complaint.

24 14. In answering Paragraph 14 of the Complaint, City Defendants deny each and every
25 allegation in Paragraph 14 of the Complaint.

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THE PARTIES

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2 15. In answering Paragraph 15 of the Complaint, City Defendants are without sufficient
3 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
4 on that basis, deny each and every allegation in Paragraph 15 of the Complaint.

5 16. In answering Paragraph 16 of the Complaint, City Defendants are without sufficient
6 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
7 on that basis, deny each and every allegation in Paragraph 16 of the Complaint.

8 17. In answering Paragraph 17 of the Complaint, City Defendants admit the allegations
9 asserted.

10 18. In answering Paragraph 18 of the Complaint, City Defendants admit the allegations
11 asserted.

12 19. In answering Paragraph 19 of the Complaint, City Defendants deny that the City
13 Attorney acts under the Mayor’s direction. Except as denied, City Defendants admit the
14 allegations asserted.

15 20. In answering Paragraph 20 of the Complaint, City Defendants admit the allegations
16 asserted.

17 21. In answering Paragraph 21 of the Complaint, City Defendants admit that St. Helena
18 City Council members include Vice Mayor Paul Dohring, Anna Chouteau, Lester Gardy, and Eric
19 Hall. City Defendants admit that these members have collectively represented the City Council
20 since November 2020. City Defendants deny that Vice Mayor Dohring has served on the City
21 Council since 2018. City Defendants admit that Anna Chouteau has served on the City Council
22 since 2018. City Defendants admit that the City Council is a legislative and policy-making body
23 for the City of St. Helena. City Defendants admit that the City Council bears responsibility for
24 setting City policy and for adopting ordinances, resolutions and other orders as necessary for
25 governing the City. Except as admitted, City Defendants deny each and every other allegation in
26 Paragraph 21 of the Complaint.

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JURISDICTION AND VENUE

22. In answering Paragraph 22 of the Complaint, City Defendants assert that the allegations contain Plaintiffs’ legal theories and/or legal conclusion to which no response is required. To the extent a response is required, City Defendants deny each and every allegation in Paragraph 22 of the Complaint.

23. In answering Paragraph 23 of the Complaint, City Defendants assert that the allegations contain Plaintiffs’ legal theories and/or legal conclusion to which no response is required. To the extent a response is required, City Defendants deny each and every allegation in Paragraph 23 of the Complaint.

GENERAL ALLEGATIONS

24. In answering Paragraph 24 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 24 of the Complaint.

25. In answering Paragraph 25 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 25 of the Complaint.

26. In answering Paragraph 26 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 26 of the Complaint.

27. In answering Paragraph 27 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 27 of the Complaint.

28. In answering Paragraph 28 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 28 of the Complaint.

29. In answering Paragraph 29 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 29 of the Complaint.

1 30. In answering Paragraph 30 of the Complaint, City Defendants are without sufficient
2 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
3 on that basis, deny each and every allegation in Paragraph 30 of the Complaint.

4 31. In answering Paragraph 31 of the Complaint, City Defendants are without sufficient
5 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
6 on that basis, deny each and every allegation in Paragraph 31 of the Complaint.

7 32. In answering Paragraph 32 of the Complaint, City Defendants are without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
9 on that basis, deny each and every allegation in Paragraph 32 of the Complaint.

10 33. In answering Paragraph 33 of the Complaint, City Defendants are without sufficient
11 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
12 on that basis, deny each and every allegation in Paragraph 33 of the Complaint.

13 34. In answering Paragraph 34 of the Complaint, City Defendants are without sufficient
14 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
15 on that basis, deny each and every allegation in Paragraph 34 of the Complaint.

16 35. In answering Paragraph 35 of the Complaint, City Defendants are without sufficient
17 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
18 on that basis, deny each and every allegation in Paragraph 35 of the Complaint.

19 36. In answering Paragraph 36 of the Complaint, City Defendants are without sufficient
20 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
21 on that basis, deny each and every allegation in Paragraph 36 of the Complaint.

22 37. In answering Paragraph 37 of the Complaint, to the extent Plaintiffs have accurately
23 quoted the ordinance, City Defendants admit that the ordinance reads as such. Except as
24 admitted, City Defendants deny each and every other allegation in Paragraph 37 of the
25 Complaint.

26 38. In answering Paragraph 38 of the Complaint, to the extent Plaintiffs have accurately
27 quoted the ordinance, City Defendants admit that the ordinance reads as such. Except as
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1 admitted, City Defendants deny each and every other allegation in Paragraph 38 of the
2 Complaint.

3 39. In answering Paragraph 39 of the Complaint, to the extent Plaintiffs have accurately
4 quoted the ordinance, City Defendants admit that the ordinance reads as such. Except as
5 admitted, City Defendants deny each and every other allegation in Paragraph 39 of the
6 Complaint.

7 40. In answering Paragraph 40 of the Complaint, to the extent Plaintiffs have accurately
8 quoted the ordinance, City Defendants admit that the ordinance reads as such. Except as
9 admitted, City Defendants deny each and every other allegation in Paragraph 40 of the
10 Complaint.

11 41. In answering Paragraph 41 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 41 of the Complaint.

13 42. In answering Paragraph 42 of the Complaint, to the extent Plaintiffs have accurately
14 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
15 admitted, City Defendants deny each and every other allegation in Paragraph 42 of the
16 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
17 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

18 43. In answering Paragraph 43 of the Complaint, to the extent Plaintiffs have accurately
19 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
20 admitted, City Defendants deny each and every other allegation in Paragraph 43 of the
21 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
22 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

23 44. In answering Paragraph 44 of the Complaint, to the extent Plaintiffs have accurately
24 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
25 admitted, City Defendants deny each and every other allegation in Paragraph 44 of the
26 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
27 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.
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1 45. In answering Paragraph 45 of the Complaint, to the extent Plaintiffs have accurately
2 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
3 admitted, City Defendants deny each and every other allegation in Paragraph 45 of the
4 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
5 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

6 46. In answering Paragraph 46 of the Complaint, to the extent Plaintiffs have accurately
7 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
8 admitted, City Defendants deny each and every other allegation in Paragraph 46 of the
9 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
10 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

11 47. In answering Paragraph 47 of the Complaint, to the extent Plaintiffs have accurately
12 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
13 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
14 deny each and every other allegation in Paragraph 47 of the Complaint, including, but not limited
15 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
16 what was said during the July 14, 2020 Meeting.

17 48. In answering Paragraph 48 of the Complaint, to the extent Plaintiffs have accurately
18 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
19 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
20 deny each and every other allegation in Paragraph 48 of the Complaint, including, but not limited
21 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
22 what was said during the July 14, 2020 Meeting.

23 49. In answering Paragraph 49 of the Complaint, to the extent Plaintiffs have accurately
24 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
25 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
26 deny each and every other allegation in Paragraph 49 of the Complaint, including, but not limited
27 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
28 what was said during the July 14, 2020 Meeting.

1 50. In answering Paragraph 50 of the Complaint, to the extent Plaintiffs have accurately
2 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
3 admitted, City Defendants deny each and every other allegation in Paragraph 50 of the
4 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
5 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

6 51. In answering Paragraph 51 of the Complaint, to the extent Plaintiffs have accurately
7 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
8 admitted, City Defendants deny each and every other allegation in Paragraph 51 of the
9 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
10 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

11 52. In answering Paragraph 52 of the Complaint, to the extent Plaintiffs have accurately
12 quoted the July 2020 Report, City Defendants admit that the Report reads as quoted. Except as
13 admitted, City Defendants deny each and every other allegation in Paragraph 52 of the
14 Complaint, including, but not limited to, any conclusions, meaning or (mis)interpretation that
15 Plaintiffs derive or seek to insert into what is written in the July 2020 Report.

16 53. In answering Paragraph 53 of the Complaint, City Defendants are without sufficient
17 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
18 on that basis, deny each and every allegation in Paragraph 53 of the Complaint.

19 54. In answering Paragraph 54 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 54 of the Complaint.

21 55. In answering Paragraph 55 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 55 of the Complaint.

23 56. In answering Paragraph 56 of the Complaint, City Defendants are without sufficient
24 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
25 on that basis, deny each and every allegation in Paragraph 56 of the Complaint.

26 57. In answering Paragraph 57 of the Complaint, City Defendants are without sufficient
27 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
28 on that basis, deny each and every allegation in Paragraph 57 of the Complaint.

1 58. In answering Paragraph 58 of the Complaint, to the extent Plaintiffs have accurately
2 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
3 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
4 deny each and every other allegation in Paragraph 58 of the Complaint, including, but not limited
5 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
6 what was said during the July 14, 2020 Meeting.

7 59. In answering Paragraph 59 of the Complaint, City Defendants are without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
9 on that basis, deny each and every allegation in Paragraph 59 of the Complaint.

10 60. In answering Paragraph 60 of the Complaint, City Defendants are without sufficient
11 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
12 on that basis, deny each and every allegation in Paragraph 60 of the Complaint.

13 61. In answering Paragraph 61 of the Complaint, City Defendants are without sufficient
14 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
15 on that basis, deny each and every allegation in Paragraph 61 of the Complaint.

16 62. In answering Paragraph 62 of the Complaint, City Defendants are without sufficient
17 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
18 on that basis, deny each and every allegation in Paragraph 62 of the Complaint.

19 63. In answering Paragraph 63 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 63 of the Complaint.

21 64. In answering Paragraph 64 of the Complaint, to the extent Plaintiffs have accurately
22 quoted the ordinance, City Defendants admit that the ordinance reads as alleged. Except as
23 admitted, City Defendants deny each and every other allegation in Paragraph 64 of the
24 Complaint.

25 65. In answering Paragraph 65 of the Complaint, City Defendants deny each and every
26 allegation in Paragraph 65 of the Complaint.

27 66. In answering Paragraph 66 of the Complaint, City Defendants deny each and every
28 allegation in Paragraph 66 of the Complaint.

1 67. In answering Paragraph 67 of the Complaint, City Defendants are without sufficient
2 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
3 on that basis, deny each and every allegation in Paragraph 67 of the Complaint.

4 68. In answering Paragraph 68 of the Complaint, City Defendants are without sufficient
5 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
6 on that basis, deny each and every allegation in Paragraph 68 of the Complaint.

7 69. In answering Paragraph 69 of the Complaint, City Defendants are without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
9 on that basis, deny each and every allegation in Paragraph 69 of the Complaint.

10 70. In answering Paragraph 70 of the Complaint, City Defendants deny each and every
11 allegation in Paragraph 70 of the Complaint.

12 71. In answering Paragraph 71 of the Complaint, City Defendants are without sufficient
13 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
14 on that basis, deny each and every allegation in Paragraph 71 of the Complaint.

15 72. In answering Paragraph 72 of the Complaint, City Defendants are without sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
17 on that basis, deny each and every allegation in Paragraph 72 of the Complaint.

18 73. In answering Paragraph 73 of the Complaint, to the extent Plaintiffs have accurately
19 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
20 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
21 deny each and every other allegation in Paragraph 73 of the Complaint, including, but not limited
22 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
23 what was said during the July 14, 2020 Meeting.

24 74. In answering Paragraph 74 of the Complaint, to the extent Plaintiffs have accurately
25 quoted who said what during the July 14, 2020 Meeting, City Defendants admit that the person
26 said the accurately quoted material during the Meeting. Except as admitted, City Defendants
27 deny each and every other allegation in Paragraph 74 of the Complaint, including, but not limited
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1 to, any conclusions, meaning or (mis)interpretation that Plaintiffs derive or seek to insert into
2 what was said during the July 14, 2020 Meeting.

3 75. In answering Paragraph 75 of the Complaint, City Defendants assert that the
4 documents/meeting speak for themselves and that no response is otherwise required.

5 76. In answering Paragraph 76 of the Complaint, City Defendants deny each and every
6 allegation in Paragraph 76 of the Complaint.

7 77. In answering Paragraph 77 of the Complaint, City Defendants are without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained therein, and,
9 on that basis, deny each and every allegation in Paragraph 77 of the Complaint.

10 78. In answering Paragraph 78 of the Complaint, City Defendants deny each and every
11 allegation in Paragraph 78 of the Complaint.

12 79. In answering Paragraph 79 of the Complaint, City Defendants admit the allegations
13 asserted.

14 80. In answering Paragraph 80 of the Complaint, City Defendants admit that a response,
15 dated May 19, 2020 was sent, and assert that the document speaks for itself. Except as admitted,
16 City Defendants deny each and every other allegation in Paragraph 80 of the Complaint.

17 81. In answering Paragraph 81 of the Complaint, City Defendants admit that Ms.
18 DeRosa sent a written response, dated May 22, 2020, and assert that the document speaks for
19 itself. Except as admitted, City Defendants deny each and every other allegation in Paragraph 81
20 of the Complaint.

21 82. In answering Paragraph 82 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 82 of the Complaint.

23 83. In answering Paragraph 83 of the Complaint, City Defendants admit that a response,
24 dated May 26, 2020 was sent, and assert that the document speaks for itself. Except as admitted,
25 City Defendants deny each and every other allegation in Paragraph 83 of the Complaint.

26 84. In answering Paragraph 84 of the Complaint, City Defendants deny that the City
27 represented that Pacaso's operations were permitted. City Defendants are without sufficient
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1 knowledge or information to form a belief as to the truth of the remaining allegations contained
2 therein, and, on that basis, deny each and every other allegation in Paragraph 84 of the Complaint.

3 85. In answering Paragraph 85 of the Complaint, City Defendants assert that the
4 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
5 required. To the extent a response is required, City Defendants deny each and every allegation in
6 Paragraph 85 of the Complaint.

7 86. In answering Paragraph 86 of the Complaint, City Defendants deny each and every
8 allegation in Paragraph 86 of the Complaint.

9 87. In answering Paragraph 87 of the Complaint, City Defendants admit that Ms.
10 DeRosa sent a letter, dated January 25, 2021, and assert that the document speaks for itself.
11 Except as admitted, City Defendants deny each and every other allegation in Paragraph 87 of the
12 Complaint.

13 88. In answering Paragraph 88 of the Complaint, City Defendants deny each and every
14 allegation in Paragraph 88 of the Complaint.

15 89. In answering Paragraph 89 of the Complaint, City Defendants deny each and every
16 other allegation in Paragraph 89 of the Complaint.

17 90. In answering Paragraph 90 of the Complaint, City Defendants admit that Pacaso
18 contacted Maya DeRosa. City Defendants assert that the other allegations contain Plaintiffs'
19 legal theories and/or legal conclusion to which no response is required. To the extent a response
20 is required, City Defendants deny each and every other allegation in Paragraph 90 of the
21 Complaint.

22 91. In answering Paragraph 91 of the Complaint, to the extent that Plaintiffs have
23 accurately quoted who said what during the February 9, 2021 meeting, then City Defendants
24 admit that such person(s) said what they are alleged to have said during the meeting. Except as
25 admitted, City Defendants deny each and every allegation in Paragraph 91 of the Complaint.

26 92. In answering Paragraph 92 of the Complaint, City Defendants admit that City
27 Attorney Walsh sent a letter to Pacaso on February 10, 2021, and assert that the document speaks
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1 for itself. Except as admitted, City Defendants deny each and every other allegation in Paragraph
2 92 of the Complaint.

3 93. In answering Paragraph 93 of the Complaint, City Defendants admit that City
4 Attorney Walsh sent a letter to Pacaso on February 10, 2021, and assert that the document speaks
5 for itself. Except as admitted, City Defendants deny each and every other allegation in Paragraph
6 93 of the Complaint.

7 94. In answering Paragraph 94 of the Complaint, City Defendants admit that City
8 Attorney Walsh sent a letter to local real estate agents, dated March 16, 2021, and assert that the
9 document speaks for itself. Except as admitted, City Defendants deny each and every other
10 allegation in Paragraph 94 of the Complaint.

11 95. In answering Paragraph 95 of the Complaint, City Defendants admit that City
12 Attorney Walsh sent a letter to local real estate agents, dated March 16, 2021, and assert that the
13 document speaks for itself. Except as admitted, City Defendants deny each and every other
14 allegation in Paragraph 95 of the Complaint.

15 96. In answering Paragraph 96 of the Complaint, City Defendants assert that the
16 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
17 required. To the extent a response is required, City Defendants deny each and every allegation in
18 Paragraph 96 of the Complaint.

19 97. In answering Paragraph 97 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 97 of the Complaint.

21 98. In answering Paragraph 98 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 98 of the Complaint.

23 99. In answering Paragraph 99 of the Complaint, City Defendants admit that Pacaso
24 responded to City Attorney Walsh on March 17, 2021 and that Mr. Walsh did not respond to
25 Pacaso's letter by April 1, 2021. City Defendants assert that the documents/meeting speak for
26 themselves and that no response is otherwise required.

1 100. In answering Paragraph 100 of the Complaint, City Defendants are without
2 sufficient knowledge or information to form a belief as to the truth of the allegations contained
3 therein, and, on that basis, deny each and every allegation in Paragraph 100 of the Complaint.

4 101. In answering Paragraph 101 of the Complaint, City Defendants are without
5 sufficient knowledge or information to form a belief as to the truth of the allegations contained
6 therein, and, on that basis, deny each and every allegation in Paragraph 101 of the Complaint.

7 102. In answering Paragraph 102 of the Complaint, City Defendants are without
8 sufficient knowledge or information to form a belief as to the truth of the allegations contained
9 therein, and, on that basis, deny each and every allegation in Paragraph 102 of the Complaint.

10 103. In answering Paragraph 103 of the Complaint, City Defendants deny each and every
11 allegation in Paragraph 103 of the Complaint.

12 104. In answering Paragraph 104 of the Complaint, City Defendants assert that the
13 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
14 required. To the extent a response is required, City Defendants deny each and every allegation in
15 Paragraph 104 of the Complaint.

16 105. In answering Paragraph 105 of the Complaint, City Defendants deny each and every
17 allegation in Paragraph 105 of the Complaint.

18 106. In answering Paragraph 106 of the Complaint, to the extent that Plaintiffs have
19 accurately quoted the July 2020 Report, City Defendants admit that the report reads as alleged.
20 Except as admitted, City Defendants deny each and every allegation in Paragraph 106 of the
21 Complaint.

22 107. In answering Paragraph 107 of the Complaint, to the extent that Plaintiffs have
23 accurately quoted what Ms. Ueda said during the July 14, 2020 meeting, City Defendants admit
24 she said what Plaintiffs allege. Except as admitted, City Defendants deny each and every
25 allegation in Paragraph 107 of the Complaint.

26 108. In answering Paragraph 108 of the Complaint, to the extent that Plaintiffs have
27 accurately quoted who said what during the July 14, 2020 meeting, City Defendants admit those
28 persons said what Plaintiffs allege. Except as admitted, City Defendants deny each and every

1 allegation in Paragraph 108 of the Complaint, including any attempts by Plaintiffs to interpret,
2 distort, misconstrue or take out of context what was said during the July 14, 2020 meeting.

3 109. In answering Paragraph 109 of the Complaint, to the extent that Plaintiffs have
4 accurately quoted the July 2020 Report, City Defendants admit that the report reads as alleged.
5 Except as admitted, City Defendants deny each and every allegation in Paragraph 109 of the
6 Complaint.

7 110. In answering Paragraph 110 of the Complaint, City Defendants deny each and every
8 allegation in Paragraph 110 of the Complaint.

9 111. In answering Paragraph 111 of the Complaint, City Defendants deny each and every
10 allegation in Paragraph 111 of the Complaint.

11 112. In answering Paragraph 112 of the Complaint, City Defendants assert that the
12 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
13 required. To the extent a response is required, City Defendants deny each and every allegation in
14 Paragraph 112 of the Complaint.

15 113. In answering Paragraph 113 of the Complaint, City Defendants deny each and every
16 allegation in Paragraph 113 of the Complaint.

17 114. In answering Paragraph 114 of the Complaint, City Defendants assert that
18 Government Code § 65850 speaks for itself, and that no response is otherwise required. To the
19 extent a response is required, City Defendants deny each and every allegation in Paragraph 114 of
20 the Complaint.

21 115. In answering Paragraph 115 of the Complaint, to the extent that Plaintiffs have
22 accurately quoted the July 2020 Report, City Defendants admit that the report reads as alleged.
23 Except as admitted, City Defendants deny each and every allegation in Paragraph 115 of the
24 Complaint.

25 116. In answering Paragraph 116 of the Complaint, City Defendants deny each and every
26 allegation in Paragraph 116 of the Complaint.

27 117. In answering Paragraph 117 of the Complaint, to the extent that Plaintiffs have
28 accurately quoted the July 2020 Report, City Defendants admit that the report reads as alleged.

1 Except as admitted, City Defendants deny each and every allegation in Paragraph 117 of the
2 Complaint.

3 118. In answering Paragraph 118 of the Complaint, City Defendants deny each and every
4 allegation in Paragraph 118 of the Complaint.

5 119. In answering Paragraph 119 of the Complaint, to the extent that Plaintiffs have
6 accurately quoted what Ms. Ueda said during the July 14, 2020 meeting, City Defendants admit
7 she said what Plaintiffs allege. Except as admitted, City Defendants deny each and every
8 allegation in Paragraph 119 of the Complaint.

9 120. In answering Paragraph 120 of the Complaint, City Defendants deny each and every
10 allegation in Paragraph 120 of the Complaint.

11 121. In answering Paragraph 121 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 121 of the Complaint.

13 122. In answering Paragraph 122 of the Complaint, City Defendants assert that the
14 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
15 required. To the extent a response is required, City Defendants deny each and every allegation in
16 Paragraph 122 of the Complaint.

17 123. In answering Paragraph 123 of the Complaint, to the extent that Plaintiffs have
18 accurately quoted the May 22, 2020 letter and July 2020 Report, City Defendants admit that the
19 letter and/or report read as alleged. Except as admitted, City Defendants deny each and every
20 allegation in Paragraph 123 of the Complaint.

21 124. In answering Paragraph 124 of the Complaint, to the extent that Plaintiffs have
22 accurately quoted who said what during the July 14, 2020 meeting, City Defendants admit those
23 persons said what Plaintiffs allege. Except as admitted, City Defendants deny each and every
24 allegation in Paragraph 124 of the Complaint, including any attempts by Plaintiffs to interpret,
25 distort, misconstrue or take out of context what was said during the July 14, 2020 meeting.

26 125. In answering Paragraph 125 of the Complaint, to the extent that Plaintiffs have
27 accurately quoted who said what during the July 14, 2020 meeting, City Defendants admit those
28 persons said what Plaintiffs allege. Except as admitted, City Defendants deny each and every

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1 allegation in Paragraph 125 of the Complaint, including any attempts by Plaintiffs to interpret,
2 distort, misconstrue or take out of context what was said during the July 14, 2020 meeting.

3 126. In answering Paragraph 126 of the Complaint, City Defendants deny each and every
4 allegation in Paragraph 126 of the Complaint.

5 127. In answering Paragraph 127 of the Complaint, City Defendants deny each and every
6 allegation in Paragraph 127 of the Complaint.

7 128. In answering Paragraph 128 of the Complaint, City Defendants deny the allegations
8 asserted.

9 129. In answering Paragraph 129 of the Complaint, to the extent that Plaintiffs have
10 accurately quoted the July 2020 Report, City Defendants admit that the report reads as alleged.
11 Except as admitted, City Defendants deny each and every allegation in Paragraph 129 of the
12 Complaint.

13 130. In answering Paragraph 130 of the Complaint, to the extent that Plaintiffs have
14 accurately quoted who said what during the July 14, 2020 meeting, City Defendants admit those
15 persons said what Plaintiffs allege. Except as admitted, City Defendants deny each and every
16 allegation in Paragraph 130 of the Complaint, including any attempts by Plaintiffs to interpret,
17 distort, misconstrue or take out of context what was said during the July 14, 2020 meeting.

18 131. In answering Paragraph 131 of the Complaint, to the extent that Plaintiffs have
19 accurately quoted who said what during the July 14, 2020 meeting, City Defendants admit those
20 persons said what Plaintiffs allege. Except as admitted, City Defendants deny each and every
21 allegation in Paragraph 131 of the Complaint, including any attempts by Plaintiffs to interpret,
22 distort, misconstrue or take out of context what was said during the July 14, 2020 meeting.

23 132. In answering Paragraph 132 of the Complaint, City Defendants are without
24 sufficient knowledge or information to form a belief as to the truth of the allegations contained
25 therein, and, on that basis, deny each and every allegation in Paragraph 132 of the Complaint.

26 133. In answering Paragraph 133 of the Complaint, City Defendants deny each and every
27 allegation in Paragraph 133 of the Complaint.
28

1 134. In answering Paragraph 134 of the Complaint, City Defendants deny each and every
2 allegation in Paragraph 134 of the Complaint.

3 135. In answering Paragraph 135 of the Complaint, City Defendants deny each and every
4 allegation in Paragraph 135 of the Complaint.

5 136. In answering Paragraph 136 of the Complaint, City Defendants admit that the City
6 adopted a General Plan, and assert that the document speaks for itself. To the extent a further
7 response is required, City Defendants deny each and every allegation in Paragraph 136 of the
8 Complaint.

9 137. In answering Paragraph 137 of the Complaint, City Defendants deny each and every
10 allegation in Paragraph 137 of the Complaint.

11 138. In answering Paragraph 138 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 138 of the Complaint.

13 139. In answering Paragraph 139 of the Complaint, City Defendants deny each and every
14 allegation in Paragraph 139 of the Complaint.

15 **CLAIM 1**

16 **DECLARATORY RELIEF: INAPPLICABILITY OF SECTION 17.112.130**

17 **(AGAINST THE CITY)**

18 140. The City Defendants reasserts the answers to Paragraphs 1-139.

19 141. In answering Paragraph 141 of the Complaint, the City Defendants asserts that the
20 allegations contain Plaintiffs' legal theories and/or legal conclusion to which no response is
21 required. To the extent a response is required, City Defendants deny each and every allegation in
22 Paragraph 141 of the Complaint.

23 142. In answering Paragraph 142 of the Complaint, the City Defendants admit that
24 Pacaso sent a letter dated March 17, 2021, requested a response by April 1, 2021, and that the
25 City Defendants did not respond before April 1, 2021. Except as admitted, City Defendants deny
26 each and every allegation in Paragraph 142 of the Complaint.

27 143. In answering Paragraph 143 of the Complaint, City Defendants deny each and every
28 allegation in Paragraph 143 of the Complaint.

1 144. In answering Paragraph 144 of the Complaint, City Defendants deny each and every
2 allegation in Paragraph 144 of the Complaint.

3 145. In answering Paragraph 145 of the Complaint, the City Defendants are without
4 sufficient knowledge or information to form a belief as to the truth of the allegations contained
5 therein, and, on that basis, deny each and every allegation in Paragraph 145 of the Complaint.

6 146. In answering Paragraph 146 of the Complaint, the City Defendants are without
7 sufficient knowledge or information to form a belief as to the truth of the allegations contained
8 therein, and, on that basis, deny each and every allegation in Paragraph 146 of the Complaint.

9 147. In answering Paragraph 147 of the Complaint, the City Defendants are without
10 sufficient knowledge or information to form a belief as to the truth of the allegations contained
11 therein, and, on that basis, deny each and every allegation in Paragraph 147 of the Complaint.

12 **CLAIM 2**

13 **DUE PROCESS VIOLATION: DEFENDANTS' APPLICATION OF SECTION 17.112.130**

14 **TO PACASO IS UNCONSTITUTIONALLY VAGUE AND AMBIGUOUS**

15 **(AGAINST ALL DEFENDANTS)**

16 148. City Defendants reassert the answers to Paragraphs 1-147.

17 149. In answering Paragraph 149 of the Complaint, City Defendants deny each and every
18 allegation in Paragraph 149 of the Complaint.

19 150. In answering Paragraph 150 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 150 of the Complaint.

21 151. In answering Paragraph 151 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 151 of the Complaint.

23 152. In answering Paragraph 152 of the Complaint, City Defendants deny each and every
24 allegation in Paragraph 152 of the Complaint.

25 153. In answering Paragraph 153 of the Complaint, City Defendants deny each and every
26 allegation in Paragraph 152 of the Complaint.

27 154. In answering Paragraph 154 of the Complaint, City Defendants deny each and every
28 allegation in Paragraph 154 of the Complaint.

1 155. In answering Paragraph 155 of the Complaint, City Defendants deny each and every
2 allegation in Paragraph 155 of the Complaint.

3 156. In answering Paragraph 156 of the Complaint, City Defendants deny each and every
4 allegation in Paragraph 156 of the Complaint.

5 157. In answering Paragraph 157 of the Complaint, City Defendants deny each and every
6 allegation in Paragraph 157 of the Complaint.

7 158. In answering Paragraph 158 of the Complaint, City Defendants deny each and every
8 allegation in Paragraph 158 of the Complaint.

9 159. In answering Paragraph 159 of the Complaint, City Defendants deny each and every
10 allegation in Paragraph 159 of the Complaint.

11 160. In answering Paragraph 160 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 160 of the Complaint.

13 161. In answering Paragraph 161 of the Complaint, City Defendants deny each and every
14 allegation in Paragraph 161 of the Complaint.

15 162. In answering Paragraph 162 of the Complaint, City Defendants deny each and every
16 allegation in Paragraph 162 of the Complaint.

17 **CLAIM 3**

18 **SELECTIVE AND DISCRIMINATORY ENFORCEMENT**

19 **(AGAINST ALL DEFENDANTS)**

20 163. City Defendants reassert the answers to Paragraphs 1-162.

21 164. In answering Paragraph 164 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 164 of the Complaint.

23 165. In answering Paragraph 165 of the Complaint, City Defendants deny each and every
24 allegation in Paragraph 165 of the Complaint.

25 166. In answering Paragraph 166 of the Complaint, City Defendants are without
26 sufficient knowledge or information to form a belief as to the truth of the allegations contained
27 therein, and, on that basis, deny each and every allegation in Paragraph 166 of the Complaint.
28

1 167. In answering Paragraph 167 of the Complaint, City Defendants are without
2 sufficient knowledge or information to form a belief as to the truth of the allegations contained
3 therein, and, on that basis, deny each and every allegation in Paragraph 167 of the Complaint.

4 168. In answering Paragraph 168 of the Complaint, City Defendants deny each and every
5 allegation in Paragraph 168 of the Complaint.

6 169. In answering Paragraph 169 of the Complaint, City Defendants deny each and every
7 allegation in Paragraph 169 of the Complaint.

8 170. In answering Paragraph 170 of the Complaint, City Defendants deny each and every
9 allegation in Paragraph 170 of the Complaint.

10 171. In answering Paragraph 171 of the Complaint, City Defendants deny each and every
11 allegation in Paragraph 171 of the Complaint.

12 172. In answering Paragraph 172 of the Complaint, City Defendants are without
13 sufficient knowledge or information to form a belief as to the truth of the allegations contained
14 therein, and, on that basis, deny each and every allegation in Paragraph 172 of the Complaint.

15 173. In answering Paragraph 173 of the Complaint, City Defendants deny each and every
16 allegation in Paragraph 173 of the Complaint.

17 174. In answering Paragraph 174 of the Complaint, City Defendants deny each and every
18 allegation in Paragraph 174 of the Complaint.

19 175. In answering Paragraph 175 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 175 of the Complaint.

21 176. In answering Paragraph 176 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 176 of the Complaint.

23 177. In answering Paragraph 177 of the Complaint, City Defendants deny each and every
24 allegation in Paragraph 177 of the Complaint.

25 178. In answering Paragraph 178 of the Complaint, City Defendants deny each and every
26 allegation in Paragraph 178 of the Complaint.

27 179. In answering Paragraph 179 of the Complaint, City Defendants deny each and every
28 allegation in Paragraph 179 of the Complaint.

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1 180. In answering Paragraph 180 of the Complaint, City Defendants deny each and every
2 allegation in Paragraph 180 of the Complaint.

3 181. In answering Paragraph 181 of the Complaint, City Defendants deny each and every
4 allegation in Paragraph 181 of the Complaint.

5 182. In answering Paragraph 182 of the Complaint, City Defendants deny each and every
6 allegation in Paragraph 182 of the Complaint.

7 **CLAIM 4**

8 **DECLARATORY RELIEF: INVALID USE OF MUNICIPAL AUTHORITY**

9 **(AGAINST THE CITY)**

10 183. The City reasserts the answers to Paragraphs 1-182.

11 184. In answering Paragraph 184 of the Complaint, City Defendants deny each and every
12 allegation in Paragraph 184 of the Complaint.

13 185. In answering Paragraph 185 of the Complaint, City Defendants deny each and every
14 allegation in Paragraph 185 of the Complaint.

15 186. In answering Paragraph 186 of the Complaint, City Defendants deny each and every
16 allegation in Paragraph 186 of the Complaint.

17 187. In answering Paragraph 187 of the Complaint, City Defendants deny each and every
18 allegation in Paragraph 187 of the Complaint.

19 188. In answering Paragraph 188 of the Complaint, City Defendants deny each and every
20 allegation in Paragraph 188 of the Complaint.

21 189. In answering Paragraph 189 of the Complaint, City Defendants deny each and every
22 allegation in Paragraph 189 of the Complaint.

23 190. In answering Paragraph 190 of the Complaint, City Defendants are without
24 sufficient knowledge or information to form a belief as to the truth of the allegations contained
25 therein, and, on that basis, deny each and every allegation in Paragraph 190 of the Complaint.

26 191. In answering Paragraph 191 of the Complaint, City Defendants deny each and every
27 allegation in Paragraph 191 of the Complaint.
28

CLAIM 5

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

(AGAINST THE CITY AND CITY ATTORNEY ETHAN WALSH)

192. The City Defendants reassert the answers to Paragraphs 1-191.

193. In answering Paragraph 193 of the Complaint, City Defendants deny each and every allegation in Paragraph 193 of the Complaint.

194. In answering Paragraph 194 of the Complaint, the City and City Attorney admit that City Attorney Walsh sent a letter in March 2021 to real-estate offices in the City. Except as admitted, City Defendants deny each and every other allegation in Paragraph 194 of the Complaint.

195. In answering Paragraph 195 of the Complaint, City Defendants admit that Ms. DeRosa sent a letter on May 15, 2020 notifying a homeowner that, if a house was used as a timeshare in violation of the Municipal Code, then that would be a violation of the Municipal Code.

196. In answering Paragraph 196 of the Complaint, City Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained therein, and, on that basis, deny each and every allegation in Paragraph 196 of the Complaint.

197. In answering Paragraph 197 of the Complaint, Defendants deny each and every allegation in Paragraph 197 of the Complaint.

198. In answering Paragraph 198 of the Complaint, City Defendants deny each and every allegation in Paragraph 198 of the Complaint.

199. In answering Paragraph 199 of the Complaint, City Defendants deny each and every allegation in Paragraph 199 of the Complaint.

200. In answering Paragraph 200 of the Complaint, City Defendants deny each and every allegation in Paragraph 200 of the Complaint.

201. In answering Paragraph 201 of the Complaint, City Defendants deny each and every allegation in Paragraph 201 of the Complaint.

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202. In answering Paragraph 202 of the Complaint, City Defendants deny each and every allegation in Paragraph 202 of the Complaint.

AFFIRMATIVE DEFENSES

City Defendants assert the following affirmative defenses against each and every claim and cause of action alleged by Plaintiffs. By asserting the following defenses, City Defendants do not assume the burden of proof on any essential element of Plaintiffs’ claims.

FIRST AFFIRMATIVE DEFENSE

(Unclean Hands/In Pari Delicto)

City Defendants incorporate by reference the answers and allegations stated above. As a separate and affirmative defense, City Defendants allege that no relief may be obtained under one or more Claims in the Complaint by reason of the doctrine of unclean hands/in pari delicto. On information and belief, City Defendants allege Plaintiffs willfully violated federal, state and/or local laws in connection with their sale of fractional interests in real property, including, but not limited to, federal and state securities laws (The Securities Act of 1933, the Securities Exchange Act of 1934, and the California Corporation Securities Law of 1968), and state laws governing the marketing and sale of time shares (The Vacation Ownership and Time-Share Act of 2004). In the process of violating the above-referenced laws, on information and belief, Plaintiffs have harmed and/or prejudiced the City as the City not been able to enforce its zoning ordinances prohibiting time shares and short-term rentals because Plaintiffs have avoided the “time share” label by violating federal and state laws that define their business as a time share and/or security. Because of the illegal, fraudulent, and inequitable conduct of the Plaintiffs, on information and belief, Plaintiffs are in pari delicto, and cannot obtain relief on one or more of their claims.

SECOND AFFIRMATIVE DEFENSE

(Privileged Communications)

City Defendants incorporate by reference the answers and allegations stated above. As a separate and affirmative defense, City Defendants allege that no relief may be obtained under one or more Claims in the Complaint because Plaintiffs’ claims are based on privileged communications. City Defendants allege that the enforcement actions alleged in the Complaint,

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1 including, but not limited to, letters sent on May 15, 2020 (§79 of the Complaint), May 22, 2020
2 (§82 of the Complaint), January 25, 2021 (§87 of the Complaint), February 10, 2021 (§92 of the
3 Complaint) , March 16, 2021 (§94 of the Complaint), and others (§195 of the Complaint), were
4 acts in furtherance of City employees’ exercise of official duties, were conducted in connection
5 with an official proceeding (including, but not limited to, a potential enforcement action), and/or
6 concerned a matter of common interest. City Defendants allege that Plaintiffs claims are based
7 on privileged communications under California Civil Code § 47.

8 **THIRD AFFIRMATIVE DEFENSE**

9 **(Statute of Limitations - Government Code § 65009)**

10 City Defendants incorporate by reference the answers and allegations stated above. As a
11 separate and affirmative defense to one or more claims made in the Complaint, City Defendants
12 allege that Plaintiffs’ action is barred, in whole or in part, by the statute of limitations set forth in
13 California Government Code § 65009. On information and belief, City Defendants allege that
14 Plaintiffs’ Complaint was not brought within ninety (90) days of the enactment of Sections
15 17.112.130 and 17.134.010-17.134.100 of the St. Helena Municipal Code.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Defendant prays that:

- 18 1. That the Complaint be dismissed with prejudice;
19 2. That Plaintiffs take nothing by this proceeding;
20 3. That City Defendants be awarded their costs of suit incurred in the defense of this
21 action;

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1 4. That City Defendants be awarded their reasonable attorneys' fees incurred in the
2 defense of this action as permitted by law; and

3 5. For such other and further relief as the Court deems just and proper.

4 Dated: June 17, 2021

BEST BEST & KRIEGER LLP

6 By: /s/ Damian N. Northcutt

7 DAMIAN M. MOOS
8 DAMIAN A. NORTHCUTT
9 TYLER D. ANTHONY

10 Attorneys for Defendants
11 CITY OF ST. HELENA; PLANNING &
12 BUILDING DIRECTOR MAYA
13 DEROSA; MAYOR GEOFF
14 ELLSWORTH; and CITY ATTORNEY
15 ETHAN WALSH

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Answers to Complaints[3:21-cv-02493-WHO Pacaso Inc. et al v. City of St. Helena et al](#)

ADRMOP

U.S. District Court**California Northern District****Notice of Electronic Filing**

The following transaction was entered by Northcutt, Damian on 6/17/2021 at 2:07 PM and filed on 6/17/2021

Case Name: Pacaso Inc. et al v. City of St. Helena et al

Case Number: [3:21-cv-02493-WHO](#)

Filer: City of St. Helena
Maya DeRosa
Geoff Ellsworth
Ethan Walsh

Document Number: [28](#)

Docket Text:

[SECOND AMENDED ANSWER to Complaint by City of St. Helena, Maya DeRosa, Geoff Ellsworth, Ethan Walsh. \(Northcutt, Damian\) \(Filed on 6/17/2021\)](#)

3:21-cv-02493-WHO Notice has been electronically mailed to:

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3:21-cv-02493-WHO Please see [Local Rule 5-5](#); Notice has NOT been electronically mailed to:

The following document(s) are associated with this transaction:

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