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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ALAMEDA  
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11 WILLA CORDREY and JENNY VARNER,  
individually and on behalf of the putative  
12 class, and on behalf of the general public,

13 Plaintiffs,

14 vs.

15 MILLS COLLEGE; and, DOES 1 through 50,  
16 Defendants.

Case No. 22CV011159

**DEFENDANT MILLS COLLEGE'S  
ANSWER TO PLAINTIFFS'  
COMPLAINT**

Assigned to: Hon. Brad Seligman, Dept. 23

Action Filed: May 11, 2022  
Trial Date: None Set

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18 Defendant Mills College ("Mills") answers the Class Action Complaint for Damages,  
19 Restitution, and Injunctive Relief (Complaint") filed by Plaintiffs Willa Cordrey and Jenny Varner  
20 ("Plaintiffs") in this Action on its own behalf and not for any other defendant as follows:

21 Pursuant to the provisions of California's *Code of Civil Procedure* section 431.30(d), Mills  
22 generally denies each and every allegation of the Complaint and further denies that any act or  
23 omission by Mills caused any damage to Plaintiffs whatsoever.

24 **FIRST AFFIRMATIVE DEFENSE**

25 **(Failure to State a Claim Upon Which Relief Can Be Granted)**

26 1. The Complaint and each purported cause of action alleged therein fail to state facts  
27 sufficient to constitute any cause of action against Mills.

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**SECOND AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

2. Plaintiffs’ claims are barred, in whole or in part, because Plaintiffs lacks standing to assert any or all of the causes of action alleged in the Complaint.

**THIRD AFFIRMATIVE DEFENSE**

**(Adequacy of Remedy at Law)**

3. The injury or damage Plaintiffs claim to have suffered, if any, would be adequately compensated in an action at law for damages. Plaintiffs therefore have a complete remedy at law and are not entitled to seek equitable relief.

**FOURTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

4. Plaintiffs have failed to take reasonable, necessary, appropriate, and feasible steps to mitigate their alleged damages and, as such, Plaintiffs should be barred from recovering some or all of the damages they seek.

**FIFTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

5. The Complaint and each purported cause of action alleged therein are barred by the applicable statutes of limitation.

**SIXTH AFFIRMATIVE DEFENSE**

**(Intervening and/or Superseding Causation)**

6. To the extent Plaintiffs have sustained any damages as alleged in the Complaint, which Mills denies, their claims for relief are barred because such damages were caused, in whole or in part, by intervening and/or superseding causes, including the conduct of third parties or Plaintiffs themselves.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Accord and Satisfaction)**

7. Plaintiffs’ claims may be barred from recovery, in whole or in part, by the doctrines of accord and satisfaction, payment, release, and/or discharge.



1 legally cognizable injury caused by Mills.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 **(Offset)**

4 14. Any claim for damages, restitution, or other monetary recovery by Plaintiffs must be  
5 offset and reduced by the value received from the classes taken.

6 **FIFTEENTH AFFIRMATIVE DEFENSE**

7 **(No Fraudulent Conduct)**

8 15. The asserted claims are barred, in whole or in part, because Plaintiffs cannot meet  
9 their burden of showing that any acts, conduct, or statements or omissions on the part of Mills were  
10 fraudulent.

11 **SIXTEENTH AFFIRMATIVE DEFENSE**

12 **(No Reliance)**

13 16. The asserted claims are barred, in whole or in part, because Plaintiffs did not rely  
14 upon and were not actually deceived by any statements or omissions on the part of Mills in deciding  
15 whether to enroll for terms and classes, withdraw, or transfer.

16 **SEVENTEENTH AFFIRMATIVE DEFENSE**

17 **(Estoppel)**

18 17. Plaintiffs may be barred, in whole or in part, from recovery because they have made  
19 statements or taken actions which estop them from asserting their claims.

20 **EIGHTEENTH AFFIRMATIVE DEFENSE**

21 **(Res Judicata)**

22 18. The claims of Plaintiffs are barred, in whole or in part, by the doctrines of *res*  
23 *judicata*, collateral estoppel, and/or other similar doctrines.

24 **NINETEENTH AFFIRMATIVE DEFENSE**

25 **(Assumption of Risk)**

26 19. Mills is informed and believes, and on that basis alleges that Plaintiffs and others  
27 whose conduct was imputable to Plaintiffs at the time and place alleged in the Complaint knowingly,  
28 voluntarily, and freely placed themselves in an unsafe and dangerous position by continuing to enroll

1 in courses after the likelihood of Mills closure was first announced, and therefore assumed all  
2 resulting risks of injuries.

3 **TWENTIETH AFFIRMATIVE DEFENSE**

4 **(Failure to Preserve Evidence / Spoliation of Evidence)**

5 20. Mills is informed and believes, and on that basis alleges that Plaintiffs' claims are  
6 barred in whole or in part because Plaintiffs, their attorneys and representatives, or others whose  
7 conduct is imputable to Plaintiffs, knew of the existence or likelihood of litigation and spoliated or  
8 failed to preserve crucial evidence.

9 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

10 **(Sufficient Warnings / No Duty to Warn)**

11 21. Mills is informed and believes, and on that basis alleges, that it discharged its duty  
12 to warn of risks inherent in the fluid situation surrounding Mills likelihood of closure and subsequent  
13 potential for merger with Northeastern University referenced in the Complaint, if any, by providing  
14 adequate warnings and instructions to persons in the school including but not limited to  
15 administrators, professors, advisors, and students including Plaintiffs.

16 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

17 **(Parol Evidence Rule)**

18 22. Plaintiffs' claims are barred by the Parol Evidence Rule.

19 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

20 **(Economic Loss Rule)**

21 23. Plaintiffs' claims are barred by the Economic Loss Rule.

22 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

23 **(Action Cannot Be Properly Maintained As a Class Action)**

24 24. Plaintiffs' Action is not properly maintained as a class action because the  
25 requirements under California law for certification are not met and certification of the proposed  
26 class would result in a denial of due process to Mills and the putative class.

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**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Not a Substantial Factor of Injury)**

25. Plaintiffs' Complaint and each cause of action contained therein must fail as Mills conduct was not a substantial factor in causing injury to Plaintiffs.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Limitation on Punitive Damages)**

26. Plaintiffs are precluded from recovering punitive damages, in whole or in part, from Mills under the applicable provisions of law, including, but not limited to, the California Civil Code, the California Constitution, and the United States Constitution.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Compliance with Regulatory Agency Requirements)**

27. Mills affirmatively complied with the legal requirements imposed by the various regulatory agencies involved with overseeing its dissolution including making reasonable accommodation plans for all enrolled students. Therefore, the conduct alleged in the Complaint to be an unlawful business act or practice was not and was actually in compliance with applicable laws.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Doe Defendant Is Liable)**

28. Mills presently has insufficient knowledge or information upon which to form a belief as to whether any Doe defendant is liable for any or all of the conduct alleged in the Complaint but to the extent any Doe defendant caused any of Plaintiffs' alleged injuries, recovery should be had against the responsible Doe defendant.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

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

29. Mills presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses that govern the claims asserted by Plaintiffs. Mills reserves the right to assert additional affirmative defenses as appropriate.

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**WHEREFORE**, having fully answered and defended, Mills prays that the Court determine and adjudge:

- a) that the Complaint be dismissed on the merits;
- b) that Plaintiffs take nothing by or under their Complaint;
- c) that Mills be awarded its costs, disbursements, attorneys’ fees, and expenses incurred herein; and
- d) that Mills be awarded such other and further relief as the Court may deem proper.

**JURY DEMAND**

Mills hereby demands a trial by jury.

DATED: July 1, 2022

ERIC Y. KIZIRIAN  
DANIELLE E. STIERNA  
LEWIS BRISBOIS BISGAARD & SMITH LLP

By:                   /s/ Danielle E. Stierna                    
DANIELLE E. STIERNA  
Attorneys for Defendant, MILLS COLLEGE



1 **CALIFORNIA STATE COURT PROOF OF SERVICE**  
2 ***Willa Cordrey v. Mills College, Case No. 22CV011159***

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 At the time of service, I was over 18 years of age and not a party to this action. My  
5 business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

6 On July 1, 2022, I served true copies of the following document(s): **DEFENDANT  
7 MILLS COLLEGE'S ANSWER TO PLAINTIFFS' COMPLAINT** on the following persons  
8 at the following addresses (including fax numbers and e-mail addresses, if applicable):

9 BRYAN SCHWARTZ LAW  
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*Attorneys for Individual and Representative Plaintiffs*

The documents were served by the following means:

(BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an  
agreement of the parties to accept service by e-mail or electronic transmission, I caused the  
documents to be sent from e-mail address [farnaz.moradpour@lewisbrisbois.com](mailto:farnaz.moradpour@lewisbrisbois.com) to the  
persons at the e-mail addresses listed above. I did not receive, within a reasonable time  
after the transmission, any electronic message or other indication that the transmission was  
unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed on July 1, 2022, at Los Angeles, California.

/s/ Farnaz Moradpour  
\_\_\_\_\_  
Farnaz Moradpour