

FOURTH DEFENSE

Delgado Development shows that any injury or damage that Patrick Desmond experienced was the proximate result of unforeseen acts or omissions of other persons which intervened between any alleged act or omission of Delgado Development and Patrick Desmond's injuries.

FIFTH DEFENSE

Delgado Development shows that any injury or damage that Patrick Desmond experienced was solely and proximately the result of personal, individual choices made by Patrick Desmond.

SIXTH DEFENSE

Delgado Development shows that venue as to it is improper in DeKalb County. Delgado Development reserves the right, pursuant to O.C.G.A. §14-2-510, to transfer or remove this case to the proper county should the DeKalb County resident-Defendant that is alleged to be the basis for venue be dismissed or otherwise removed from the action.

SEVENTH DEFENSE

Delgado Development raises as defenses Patrick Desmond's own negligence (comparative negligence), assumption of the risk and failure to exercise ordinary care for his own safety as defenses that bar or reduce any recovery against Delgado Development.

EIGHTH DEFENSE

Delgado Development raises the defense of the Georgia doctrine of charitable immunity to the extent that it may apply to this case.

NINTH DEFENSE

Pending further investigation and discovery, Delgado Development raises the defenses of waiver, estoppel and release.

TENTH DEFENSE

Responding to the individual allegations of Plaintiffs' Complaint, Delgado Development shows as follows:

PARTIES, JURISDICTION AND VENUE

1.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

2.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

3.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

4.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

5.

Responding to the allegations contained in paragraph 5 of Plaintiffs' Complaint, Delgado Development admits it is a dissolved corporation that was incorporated under the laws of the

State of Georgia at the time of its dissolution, that it leased property in Georgia, and that its registered agent is Maria Delgado at the referenced address in Cobb County, Georgia. The remaining allegations in paragraph 5 are denied.

6.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

7.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

8.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

9.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first paragraph 9 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

9. [sic]

Delgado Development denies the allegations contained in the second paragraph 9 of Plaintiffs' Complaint.

FACTS

10.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

11.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

12.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

13.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

14.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

15.

Responding to the allegations in Paragraph 15, Delgado Development admits upon information and belief that Patrick Desmond was enrolled in Narcanon's drug and alcohol rehabilitation program. Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

16.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

17.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

18.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

19.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

20.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

21.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations. To the extent Plaintiffs suggest or assert that Delgado Development participated in an "illegally operated off-site housing program[s]", this allegation is denied.

22.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

23.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

24.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

25.

Responding to the allegations contained in paragraph 25 of Plaintiffs' Complaint, Delgado Development admits it leased apartments at One Sovereign Place. It denies the remaining allegations of paragraph 25.

26.

Delgado Development denies the allegations contained in paragraph 26 of Plaintiffs' Complaint.

27.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations. Delgado Development denies, to the extent Plaintiffs suggest or assert it, that it participated in an "illegal drug and alcohol rehabilitation housing program at the One Sovereign Place apartment complex."

28.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

29.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

30.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

31.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations. Delgado Development further denies, to the extent Plaintiffs suggest or assert it, that it participated in an "illegal housing program", and further denies that any act or omission on its part was the proximate cause of any injury or damages to Patrick Desmond or to Plaintiffs.

32.

Delgado Development denies any allegation in Paragraph 32 that it breached any duty owed to Patrick Desmond or to Plaintiffs, and further denies that it is liable in any way for Patrick Desmond's death. Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 32 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

33.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

34.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

COUNT I

35.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

36.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

37.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of Plaintiffs' Complaint, including subparagraphs (a) through (e), and, therefore, can neither admit nor deny said allegations. To the extent Plaintiffs suggest in subparagraph (b) that Delgado Development participated in operating "an unlicensed housing program", this allegation is denied.

38.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

COUNT II

39.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

40.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40, including subparagraphs (a) through (c), of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

41.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

Count III:

42.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

43.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43, including subparagraphs (a) and (b), of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

44.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

45.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

46.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

47.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

COUNT IV:

48.

Delgado Development denies the allegations contained in paragraph 48 of Plaintiffs' Complaint.

49.

Delgado Development denies the allegations contained in paragraph 49 of Plaintiffs' Complaint.

50.

Delgado Development denies the allegations contained in paragraph 50 of Plaintiffs' Complaint.

51.

Delgado Development denies the allegations contained in paragraph 51 of Plaintiffs' Complaint.

COUNT V:

52.

Delgado Development denies the allegations contained in paragraph 52 of Plaintiffs' Complaint.

53.

Delgado Development denies the allegations contained in paragraph 53 of Plaintiffs' Complaint.

COUNT VI

54.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

55.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations

56.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of Plaintiffs' Complaint and, therefore, can neither admit nor deny said allegations.

COUNT VII

57.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of Plaintiffs' Complaint, including subparagraphs (a) and (b), and, therefore, can neither admit nor deny said allegations.

COUNT VIII

58.

Delgado Development is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of Plaintiffs' Complaint, and, therefore, can neither admit nor deny said allegations.

59.

Responding to the allegations contained in the last, unnumbered paragraph of Plaintiffs' Complaint, Delgado Development shows that subparagraphs 1 and 2 do not require any response from Delgado Development. Delgado Development denies the allegations contained in subparagraphs 3, 4, 5 and 6, and further denies that Plaintiffs are entitled to recover in any amount or in any manner whatsoever from Delgado Development.

Any of the allegations contained in Plaintiffs' Complaint which have not heretofore been responded to are hereby denied.

WHEREFORE having fully answered, Delgado Development prays that it be dismissed from this lawsuit with prejudice. In the absence of the relief prayed for, Delgado Development demands trial by a jury of twelve.

July 26, 2010

BELLI, WEIL, GROZBEAN & DAVIS, LLP

Mc Eyre

Melanie C. Eyre
State Bar of Georgia No. 252730
Attorneys for Defendant
Delgado Development, Inc.

8010 Roswell Road, Ste 200
Atlanta, Georgia 30350
Telephone: 770-993-3300
Facsimile: 770-552-0100
eyre@bwgd.com
www.bwgd.com

STATE COURT OF
DEKALB COUNTY, GA

JUL 26 PM 3:02

FILED
Adams

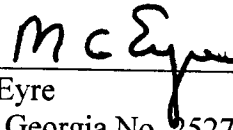
JK

Marvin Dikeman
Webb, Zschunke, Neary & Dikeman, LLP
One Securities Centre - Suite 1210
3490 Piedmont Road
Atlanta, Georgia 30305

Stevan A. Miller
Kathryn S. Whitlock
Drew, Eckl & Farnham, LLP
880 West Peachtree Street (30309)
PO Box 7600
Atlanta, GA 30357-0600

This 26th day of July, 2010.

BELLI, WEIL, GROZBEAN & DAVIS, LLP



Melanie C. Eyre
State Bar of Georgia No. 252730
Attorneys for Defendant
Delgado Development, Inc.

8010 Roswell Road, Ste 200
Atlanta, Georgia 30350
Telephone: 770-993-3300
Facsimile: 770-552-0100
eyre@bwgd.com
www.bwgd.com