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ARGOSY UNIVERSITY

8 UNITED STATES DISTRICT COURT  
9  
10 NORTHERN DISTRICT

11  
12 IJAZ AHMAD QURESHI,  
13 Plaintiff,  
14 vs.  
15 ARGOSY UNIVERSITY,  
16 Defendant.

Case No. CV 08 1913 MEJ

**ANSWER TO COMPLAINT**

Complaint Filed: January 14, 2008

17  
18 Defendant Argosy University ("Argosy") hereby answers the Complaint ("Complaint")  
19 filed by Plaintiff Ijaz Ahmad Qureshi ("Qureshi") as follows:

20 **PRELIMINARY INTRODUCTORY ALLEGATIONS**

21 1. In answer to Paragraph 1 of the Complaint, Argosy admits the allegations  
22 contained therein.

23 2. In answer to Paragraph 2 of the Complaint, Argosy admits that Qureshi was a  
24 student enrolled at Argosy. Argosy lacks sufficient information to admit or deny the allegations  
25 regarding whether Qureshi was lawfully residing in the State of California, and on that basis  
26 denies them.

27 3. In answer to Paragraph 3 of the Complaint, Argosy denies each and every  
28 allegation retained therein.

1           4.     In answer to Paragraph 4 of the Complaint, Argosy denies each and every  
2     allegation contained therein.

3           5.     In answer to Paragraph 5 of the Complaint, Argosy lacks sufficient information to  
4     admit or deny any of the allegations contained therein, and on that basis denies them.

5           6.     In answer to Paragraph 6 of the Complaint, Argosy admits the allegations  
6     contained therein.

7           7.     In answer to Paragraph 7 of the Complaint, Argosy denies each and every  
8     allegation contained therein.

9           8.     In answer to Paragraph 8 of the Complaint, Argosy admits that it offered that  
10    degree through its Orange County Campus. Argosy denies each and every remaining allegation  
11    contained therein.

12          9.     In answer to Paragraph 9 of the Complaint, Argosy denies each and every  
13    allegation contained therein.

14          10.    In answer to Paragraph 10 of the Complaint, Argosy denies each and every  
15    allegation contained therein.

16          11.    In answer to Paragraph 11 of the Complaint, Argosy admits the allegations  
17    contained therein.

18          12.    In answer to Paragraph 12 of the Complaint, Argosy admits that it issued an  
19    immigration document to Qureshi. Argosy denies each and every other allegation contained  
20    therein.

21          13.    In answer to Paragraph 13 of the Complaint, Argosy denies each and every  
22    allegation contained therein.

23          14.    In answer to Paragraph 14 of the Complaint, Argosy denies each and every  
24    allegation contained therein.

25          15.    In answer to Paragraph 15 of the Complaint, Argosy denies each and every  
26    allegation contained therein.

27          16.    In answer to Paragraph 16 of the Complaint, Argosy admits the allegations  
28    contained therein.

1           17.     In answer to Paragraph 17 of the Complaint, Argosy denies each and every  
2 allegation contained therein.

3           18.     In answer to Paragraph 18 of the Complaint, Argosy denies each and every  
4 allegation contained therein.

5           19.     In answer to Paragraph 19 of the Complaint, Argosy admits that Qureshi asked Ira  
6 Podheiser if he could bring his attorney to a meeting. Argosy denies each and every remaining  
7 allegation in paragraph 19 of Qureshi's Complaint.

8           20.     In answer to Paragraph 20 of the Complaint, Argosy denies each and every  
9 allegation contained therein.

10          21.     In answer to Paragraph 21 of the Complaint, lacks sufficient information to admit  
11 or deny the allegations, and on that basis denies them.

12          22.     In answer to Paragraph 22 of the Complaint, Argosy admits that Qureshi  
13 represented that he was enrolled at UC Berkeley Extension. Argosy denies each and every other  
14 allegation contained therein.

15          23.     In answer to Paragraph 23 of the Complaint, lacks sufficient information to admit  
16 or deny the allegations, and on that basis denies them.

17          24.     In answer to Paragraph 24 of the Complaint, Argosy admits that the department  
18 Chair knew of Qureshi's academic program. Argosy denies each and every other remaining  
19 allegation contained therein.

20          25.     In answer to Paragraph 25 of the Complaint, Argosy denies each and every  
21 allegation contained therein.

22          26.     In answer to Paragraph 26 of the Complaint, Argosy denies each and every  
23 allegation contained therein.

24          27.     In answer to Paragraph 27 of the Complaint, Argosy denies each and every  
25 allegation contained therein.

26          28.     In answer to Paragraph 28 of the Complaint, Argosy denies each and every  
27 allegation contained therein.

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1           29. In answer to Paragraph 29 of the Complaint, Argosy denies each and every  
2 allegation contained therein.

3           30. In answer to Paragraph 30 of the Complaint, Argosy admits that Qureshi attempted  
4 to contact Dr. Anthony Martinez while in custody. Argosy denies each and every remaining  
5 allegation contained therein.

6           31. In answer to Paragraph 31 of the Complaint, Argosy admits that it did not notify  
7 Plaintiff's family of his detainment. Argosy denies each and every allegation contained therein.

8           32. In answer to Paragraph 32 of the Complaint, Argosy denies each and every  
9 allegation contained therein.

10          33. In answer to Paragraph 33 of the Complaint, Argosy denies each and every  
11 allegation contained therein.

12          34. In answer to Paragraph 34 of the Complaint, Argosy admits that there were  
13 students who paid one amount for a class if they were part of a consortium with a special  
14 financial arrangement with the school and there were students, including Qureshi, who paid a  
15 different amount for each class. Argosy denies each and every remaining allegation contained  
16 therein.

17          35. In answer to Paragraph 35 of the Complaint, Argosy denies each and every  
18 allegation contained therein.

19                                   **FIRST CAUSE OF ACTION**  
20                                   **(Declaratory Relief)**

21          36. In answer to Paragraph 36 of the Complaint, Argosy realleges and incorporates by  
22 reference its answers to Paragraphs 1 through 35 of the Complaint as if set forth fully herein.

23          37. In answer to Paragraph 37 of the Complaint, the Paragraph is a statement of law  
24 and, therefore, does not need to be admitted or denied. Argosy denies that Plaintiff is entitled to  
25 any such relief as requested in Paragraph 37.

26          38. In answer to Paragraph 38 of the Complaint, Argosy denies each and every  
27 allegation contained therein.  
28

1 39. In answer to Paragraph 39 of the Complaint, Argosy denies each and every  
2 allegation contained therein.

3 40. In answer to Paragraph 40 of the Complaint, Argosy denies that Qureshi is entitled  
4 to any such relief as requested in paragraph 40 of Qureshi's Complaint.

5 41. In answer to Paragraph 41 of the Complaint, Argosy denies each and every  
6 allegation contained therein.

7 42. In answer to Paragraph 42 of the Complaint, Argosy denies each and every  
8 allegation contained therein.

9 43. In answer to Paragraph 43 of the Complaint, Argosy denies each and every  
10 allegation contained therein.

11 44. In answer to Paragraph 44 of the Complaint, Argosy denies each and every  
12 allegation contained therein.

13 45. In answer to Paragraph 45 of the Complaint, Argosy denies each and every  
14 allegation contained therein.

15 46. In answer to Paragraph 46 of the Complaint, Argosy denies each and every  
16 allegation contained therein.

17 **SECOND CAUSE OF ACTION**  
18 **(Race Discrimination)**

19 47. In answer to Paragraph 47 of the Complaint, Argosy realleges and incorporates by  
20 reference its answers to Paragraphs 1 through 46 of the Complaint as if set forth fully herein.

21 48. In answer to Paragraph 48 of the Complaint, Argosy admits that it does not  
22 discriminate on the basis of race or national origin and receives federal funds. Argosy denies  
23 each and every other allegation contained therein.

24 49. In answer to Paragraph 49 of the Complaint, Argosy denies each and every  
25 allegation contained therein.

26 50. In answer to Paragraph 50 of the Complaint, Argosy denies each and every  
27 allegation contained therein.

1           51. In answer to Paragraph 51 of the Complaint, Argosy denies each and every  
2 allegation contained therein.

3                                   **THIRD CAUSE OF ACTION**  
4                                   **(National Origin Discrimination)**

5           52. In answer to Paragraph 52 of the Complaint, Argosy realleges and incorporates by  
6 reference its answers to Paragraphs 1 through 51 of the Complaint as if set forth fully herein.

7           53. In answer to Paragraph 53 of the Complaint, Argosy admits that it does not  
8 discriminate on the basis of national origin. Argosy denies each and every other allegation  
9 contained therein.

10          54. In answer to Paragraph 54 of the Complaint, Argosy denies each and every  
11 allegation contained therein.

12          55. In answer to Paragraph 55 of the Complaint, Argosy denies each and every  
13 allegation contained therein.

14          56. In answer to Paragraph 56 of the Complaint, Argosy denies each and every  
15 allegation contained therein.

16                                   **FOURTH CAUSE OF ACTION**  
17                                   **(Religious Discrimination)**

18          57. In answer to Paragraph 57 of the Complaint, Argosy realleges and incorporates by  
19 reference its answers to Paragraphs 1 through 56 of the Complaint as if set forth fully herein.

20          58. In answer to Paragraph 48 of the Complaint, Argosy admits that it does not  
21 discriminate on the basis of race or national origin or religion and receives federal funds. Argosy  
22 denies each and every other allegation contained therein.

23          59. In answer to Paragraph 59 of the Complaint, Argosy denies each and every  
24 allegation contained therein.

25          60. In answer to Paragraph 60 of the Complaint, Argosy denies each and every  
26 allegation contained therein.

27          61. In answer to Paragraph 61 of the Complaint, Argosy denies each and every  
28 allegation contained therein.

**FIFTH CAUSE OF ACTION  
(Intentional Infliction of Emotional Distress)**

62. In answer to Paragraph 62 of the Complaint, Argosy realleges and incorporates by reference its answers to Paragraphs 1 through 61 of the Complaint as if set forth fully herein.

63. In answer to Paragraph 63 of the Complaint, Argosy denies each and every allegation contained therein.

Argosy also denies the prayer for damages found on page 10, lines 11 through 18 of the Complaint.

**AFFIRMATIVE DEFENSES**

Argosy hereby asserts the following affirmative defenses to Qureshi's Complaint:

**(Fails to State Facts for Cause of Action)**

As an affirmative defense to each of Qureshi's causes of action, Argosy avers that Qureshi fails to state facts sufficient to constitute a cause of action against Argosy.

**(Statute of Limitations)**

As an affirmative defense to each of Qureshi's causes of action, Argosy avers that the claims, in whole or in part, are barred by the applicable statutes of limitations.

**(Waiver / Estoppel / Laches / Unclean Hands)**

As an affirmative defense to each of Qureshi's causes of action, Argosy avers that any recovery on Qureshi's Complaint and each purported cause of action is barred in whole or in part under the doctrines of waiver, estoppels, laches, and/or unclean hands.

**(Compliance with the Law)**

As an affirmative defense to each of Qureshi's causes of action, Argosy avers that any recovery on Qureshi's Complaint, and each cause of action stated therein, is barred, in whole or in part, because of Argosy's compliance with relevant underlying law(s).

**(Failure to Mitigate)**

As an affirmative defense to each of Qureshi's causes of action, Argosy avers that Qureshi has failed to mitigate his damages.



**(Negligent/Bad Faith Conduct)**

As an affirmative defense to each of Qureshi's causes of action, Qureshi's claims are barred by Qureshi's negligent, intentional and/or bad faith conduct.

**(Good Cause)**

As an affirmative defense to each of Qureshi's causes of action, all of Argosy's decisions related to Qureshi were a just and proper exercise of discretion on the part of Argosy, including its agents and employees, and were based on legitimate, non-discriminatory reasons which Argosy believed in good faith under the circumstances existing at the time.

**(No Entitlement to Declaratory Relief)**

As a defense to Qureshi's first cause of action, Argosy avers that Qureshi has failed to state facts sufficient to support an award for declaratory relief.

**(Fails to State Facts for Punitive Damages)**

As a defense to Qureshi's second, third, fourth and fifth causes of action and prayer for relief, Argosy avers that Qureshi fails to state facts sufficient to support an award against Argosy for punitive damages.

**(Argosy's Conduct Was Not Outrageous)**

Argosy avers that Qureshi's fifth cause of action is barred because Argosy's conduct was not outrageous.

**(Attorneys' Fees Claims)**

As an affirmative defense to Qureshi's prayer for attorneys' fees, Argosy avers that Qureshi has failed to state facts sufficient to recover attorneys' fees.

**RIGHT TO AMEND AFFIRMATIVE DEFENSES**

Argosy has no independent knowledge, as of the filing of this Answer, of all facts allegedly constituting the causes of action in the Complaint, and based thereon, hereby respectfully requests leave of this Court to amend this Answer to include those affirmative defenses that are revealed during the course of Argosy's discovery.



**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays that:

1. Plaintiff's Complaint be dismissed in its entirety with prejudice;
2. Plaintiff take nothing by this action;
3. The Court issue judgment in favor of Defendant; and
4. Defendant be awarded its costs of suit, including attorneys' fees, and such other relief as the Court may deem just and proper.

Dated: April 17, 2008

CURIALE DELLAVERSON HIRSCHFELD  
& KRAEMER, LLP

By: s/ John F. Baum

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