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RUSSELL RUFFINO and CLIENTS ON DEMAND, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KENDRICK DAVIS,

Plaintiff,

v.

CLIENTS ON DEMAND, LLC,
RUSSELL RUFFINO, individually
and as an officer of CLIENTS ON
DEMAND,
LLC,

Defendant.

Case No.: 2:23-cv-10541-JLS (SSCx)
District Judge: Josephine L. Staton
Dept.: 8A
Magistrate Judge: Stephanie S. Christensen

**ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANTS
CLIENTS ON DEMAND, LLC AND
RUSSELL RUFFINO; DEMAND FOR
JURY TRIAL**

Complaint Filed: December 15, 2023
Trial Date: Not Set

TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

For its answer to the Complaint of Plaintiff Kendrick Davis (“Plaintiff”), Defendants Clients on Demand, LLC and Russell Ruffino (“Defendants”) responds to Plaintiff’s allegations in correspondingly numbered paragraphs as follows:

SUMMARY OF THE CASE

1. Answering Paragraph 1 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer.
2. Answering Paragraph 2 of the Complaint, Defendants admit that Defendant

1 Clients on Demand offers coaching and related services with regard to tech, sales,
2 and marketing for clients to build online coaching businesses. As for the remaining
3 allegations, Defendants deny the allegations set forth therein.

4 3. Answering Paragraph 3 of the Complaint, Defendants admit that Defendant
5 Clients on Demand offered a “done for you” service to its potential clients, which
6 included videos and conference calls. As for the remaining allegations, Defendants
7 deny the allegations set forth therein, including that Plaintiff participated in the
8 “done for you” service.

9 4. Answering Paragraph 4 of the Complaint, Defendants admit that, for a limited
10 time, Defendant Clients on Demand offered some clients \$5000 if the clients met
11 certain specific conditions. As for the remaining allegations, Defendants deny the
12 allegations set forth therein.

13 5. Answering Paragraph 5 of the Complaint, Defendants deny all allegations set
14 forth therein.

15 **JURISDICTION AND VENUE**

16 6. Answering Paragraph 6 of the Complaint, the allegations in this paragraph are
17 argument and/or conclusions of law that require no answer.

18 7. Answering Paragraph 7 of the Complaint, the allegations in this paragraph are
19 argument and/or conclusions of law that require no answer.

20 8. Answering Paragraph 8 of the Complaint, the allegations in this paragraph are
21 argument and/or conclusions of law that require no answer.

22 9. Answering Paragraph 9 of the Complaint, the allegations in this paragraph are
23 argument and/or conclusions of law that require no answer.

24 10. Answering Paragraph 10 of the Complaint, the allegations in this paragraph
25 are argument and/or conclusions of law that require no answer.

26 11. Answering Paragraph 11 of the Complaint, the allegations in this paragraph
27 are argument and/or conclusions of law that require no answer.

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THE PARTIES

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2 12. Answering Paragraph 12 of the Complaint, Defendants admit Plaintiff paid
3 \$9,000. Except as expressly admitted herein, Defendants otherwise deny all
4 allegations set forth in Paragraph 12 of the Complaint.

5 13. Answering Paragraph 13 of the Complaint, Defendants admit that Defendant
6 Clients on Demand, LLC is a limited liability company organized and existing under
7 the laws of the State of California.

8 14. Answering Paragraph 14 of the Complaint, Defendants admit that Defendant
9 Russell Ruffino is a resident of the State of California and the founder and CEO of
10 Defendant Clients on Demand. Except as expressly admitted herein, Defendants
11 otherwise deny all allegations set forth in Paragraph 14 of the Complaint.

12 15. Answering Paragraph 15 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer.

14 **DEFENDANTS' COURSE OF CONDUCT**

15 16. Answering Paragraph 16 of the Complaint, Defendants admits that Defendant
16 Clients on Demand advertises its services with videos featuring Defendant Ruffino.
17 Except as expressly admitted herein, Defendants otherwise deny all allegations set
18 forth in Paragraph 16 of the Complaint.

19 17. Answering Paragraph 17 of the Complaint, Defendants admit that Defendant
20 Clients on Demand's advertises its services with videos featuring Defendant
21 Ruffino. Except as expressly admitted herein, Defendants otherwise deny all
22 allegations set forth in Paragraph 17 of the Complaint.

23 18. Answering Paragraph 18 of the Complaint, Defendants admit that Defendant
24 Clients on Demand's advertises its services with videos featuring Defendant
25 Ruffino. Except as expressly admitted herein, Defendants otherwise deny all
26 allegations set forth in Paragraph 18 of the Complaint.

27 19. Answering Paragraph 19 of the Complaint, Defendants admit that Defendant
28 Clients on Demand's advertises its services with videos featuring Defendant

1 Ruffino. Except as expressly admitted herein, Defendants otherwise deny all
2 allegations set forth in Paragraph 19 of the Complaint.

3 20. Answering Paragraph 20 of the Complaint, Defendants admit that Defendant
4 Clients on Demand advertises its services via email. Except as expressly admitted
5 herein, Defendants otherwise deny all allegations set forth in Paragraph 20 of the
6 Complaint.

7 21. Answering Paragraph 21 of the Complaint, Defendants admit that the email
8 stated that if the recipient hired Defendant Clients on Demand, Defendant Ruffino
9 and his team would be actively involved in building and expanding the recipient's
10 business. Except as expressly admitted herein, Defendants otherwise deny all
11 allegations set forth in Paragraph 21 of the Complaint.

12 22. Answering Paragraph 22 of the Complaint, Defendants admit that Defendant
13 Clients on Demand's email indicated that "[a]vailability is limited." Except as
14 expressly admitted herein, Defendants otherwise deny all allegations set forth in
15 Paragraph 22 of the Complaint.

16 23. Answering Paragraph 23 of the Complaint, Defendants admit that Defendant
17 Clients on Demand advertises its services via email wherein recipients were advised
18 that the fee would be increasing. Except as expressly admitted herein, Defendants
19 otherwise deny all allegations set forth in Paragraph 23 of the Complaint.

20 24. Answering Paragraph 24 of the Complaint, Defendants deny all allegations
21 set forth therein.

22 25. Answering Paragraph 25 of the Complaint, Defendants admit that Defendant
23 Clients on Demand's contract contained the following: "By entering into this
24 Agreement, YOU agree and understand that CLIENTS ON DEMAND is only
25 granting YOU access to the Program, which attempts to teach YOU sales and
26 marketing techniques intended to help YOU grow YOUR business. CLIENTS ON
27 DEMAND guarantees no specific results, except as Conditionally Guaranteed under
28 Section 2.2 of this agreement. YOU take full responsibility for YOUR own success.

1 YOU acknowledge that everyone’s success is different and depends on numerous
2 factors, including, but not limited to, YOUR own drive, dedication, and motivation.
3 Any examples of income or testimonials are not meant as a promise or guarantee of
4 YOUR own earnings or success, and YOU should not rely upon them in any manner
5 whatsoever. Please be aware that YOU may experience loss of income by using the
6 Program. In other words, YOU are completely and totally responsible for YOUR
7 own success, and there is a risk YOU may lose money.” Except as expressly
8 admitted herein, Defendants otherwise deny all allegations set forth in Paragraph 25
9 of the Complaint.

10 26. Answering Paragraph 26 of the Complaint, Defendants admit that Defendant
11 Clients on Demand’s User Agreement requires clients to “acknowledge that creating
12 results requires tremendous effort and that YOU are prepared and committed to
13 faithfully make that effort.” Except as expressly admitted herein, Defendants
14 otherwise deny all allegations set forth in Paragraph 26 of the Complaint.

15 27. Answering Paragraph 27 of the Complaint, Defendants deny the allegations
16 therein.

17 28. Answering Paragraph 28 of the Complaint, Defendants deny the allegations
18 contained therein.

19 29. Answering Paragraph 29 of the Complaint, Defendants deny the allegations
20 contained therein.

21 30. Answering Paragraph 30 of the Complaint, Defendants admit that Defendant
22 Clients on Demand advertises its services. Defendants further admit that Defendant
23 Clients on Demand offered a refund and, for a limited time, to pay \$5,000 to clients
24 if express specific conditions were met. Defendants otherwise deny all allegations
25 set forth in Paragraph 30 of the Complaint.

26 31. Answering Paragraph 31 of the Complaint, Defendants admit that Defendant
27 Clients on Demand advertises its services via videos, including highlighting
28 successful clients. Defendants otherwise deny all allegations set forth in Paragraph

1 31 of the Complaint.

2 32. Answering Paragraph 32 of the Complaint, Defendants admit that Defendant
3 Clients on Demand advertises its services via videos, including highlighting
4 successful clients. Defendants further admit that, for a limited time, Defendant
5 Clients on Demand offered to pay \$5,000 to clients if express specific conditions
6 were met. Defendants otherwise deny all allegations set forth in Paragraph 32 of the
7 Complaint.

8 33. Answering Paragraph 33 of the Complaint, Defendants admit that Defendant
9 Clients on Demand advertises its services via video. Defendants further admit that,
10 for a limited time, Defendant Clients on Demand offered to pay \$5,000 to clients if
11 express specific conditions were met. Defendants otherwise deny all allegations set
12 forth in Paragraph 33 of the Complaint.

13 34. Answering Paragraph 34 of the Complaint, Defendants admit that Defendant
14 Clients on Demand advertises its services via email. Defendants further admit that,
15 for a limited time, Defendant Clients on Demand offered to pay \$5,000 to clients if
16 express specific conditions were met. Defendants otherwise deny all allegations set
17 forth in Paragraph 34 of the Complaint.

18 35. Answering Paragraph 35 of the Complaint, Defendants deny the allegations
19 contained therein.

20 36. Answering Paragraph 36 of the Complaint, Defendants admit that
21 Defendant Clients on Demand offered a refund, and, for a limited time, to pay
22 \$5,000 to clients if express specific conditions were met. Defendants further admit
23 that the User Agreement for Clients on Demand 8-Week Program TM) states, in
24 bold, that “[a]s a general policy, CLIENTS ON DEMAND abides by a strict no-
25 refund policy.” Defendants otherwise deny all allegations set forth in Paragraph 36
26 of the Complaint.

27 37. Answering Paragraph 37 of the Complaint, Defendants admit that
28 Defendant Clients on Demand offered a refund to clients if express specific

1 conditions were met. Defendants further admit that the User Agreement states
2 “YOU further acknowledge, represent, warrant and agree that, by entering into this
3 Agreement, YOU are taking full responsibility for YOUR own success and therefore
4 YOU will not request a refund, unless otherwise eligible and covered by the
5 Conditional Guarantee found in Section 2.2 of this agreement.” Defendants
6 otherwise deny all allegations set forth in Paragraph 37 of the Complaint.

7 38. Answering Paragraph 38 of the Complaint, Defendants admit that Defendant
8 Clients on Demand offered a refund and, for a limited time, to pay clients \$5000 if
9 express specific conditions were met. Defendants otherwise deny all allegations set
10 forth in Paragraph 38 of the Complaint.

11 39. Answering Paragraph 39 of the Complaint, Defendants admit that Defendant
12 Clients on Demand offered a refund if express specific conditions were met.
13 Defendants otherwise deny all allegations set forth in Paragraph 39 of the
14 Complaint.

15 40. Answering Paragraph 40 of the Complaint, Defendants admit that Defendant
16 Clients on Demand offered a refund and, for a limited time, to pay clients \$5000 if
17 express specific conditions were met. Defendants otherwise deny all allegations set
18 forth in Paragraph 40 of the Complaint

19 41. Answering Paragraph 41 of the Complaint, Defendants admit that Defendant
20 Clients on Demand offered a refund and, for a limited time, to pay clients \$5000 if
21 express specific conditions were met. Defendants otherwise deny all allegations set
22 forth in Paragraph 41 of the Complaint.

23 42. Answering Paragraph 42 of the Complaint, Defendants lack the information
24 to admit or deny and therefore denies on that basis.

25 43. Answering Paragraph 43 of the Complaint, Defendants lack the information
26 to admit or deny and therefore denies on that basis.

27 44. Answering Paragraph 44 of the Complaint, Defendants lack the information
28 to admit or deny and therefore denies on that basis.

1 45. Answering Paragraph 45 of the Complaint, Defendants lack the information
2 to admit or deny and therefore denies on that basis.

3 46. Answering Paragraph 46 of the Complaint, Defendants lack the information
4 to admit or deny and therefore denies on that basis.

5 47. Answering Paragraph 47 of the Complaint, Defendants lack the information
6 to admit or deny and therefore denies on that basis.

7 48. Answering Paragraph 48 of the Complaint, Defendants lack the information
8 to admit or deny and therefore denies on that basis.

9 49. Answering Paragraph 49 of the Complaint, Defendants admit that Defendant
10 Clients on Demand received \$9,000 from Plaintiff. Defendants otherwise deny all
11 allegations set forth in Paragraph 49 of the Complaint.

12 50. Answering Paragraph 50 of the Complaint, Defendants admit to directing
13 Plaintiff to resources, including webinars and reading material, to aide Plaintiff in
14 the growth and expansion of his business. Defendants otherwise deny all allegations
15 set forth in Paragraph 50 of the Complaint.

16 51. Answering Paragraph 51 of the Complaint, Defendants deny the allegations
17 contained therein.

18 52. Answering Paragraph 52 of the Complaint, Defendants deny the
19 allegations contained therein.

20 53. Answering Paragraph 53 of the Complaint, Defendants admit to directing
21 Plaintiff to resources to aide Plaintiff in the growth and expansion of his business.
22 Defendants otherwise deny all allegations set forth in Paragraph 53 of the
23 Complaint.

24 54. Answering Paragraph 54 of the Complaint, Defendants deny the allegations
25 contained therein.

26 55. Answering Paragraph 53 of the Complaint, Defendants admit that it did not
27 direct any coaching clients to Plaintiff as a result of his failure to complete any of
28 the required training, sessions, seminars and/or instructions before he quit the

1 program, and that Plaintiff was not refunded the \$9000 paid to Defendant Clients on
2 Demand due to his non-compliance. Defendants otherwise deny all allegations set
3 forth in Paragraph 55 of the Complaint.

4 56. Answering Paragraph 56. Defendants admit that on September 12, 2023,
5 Plaintiff emailed Defendant Clients on Demand seeking a refund and payment of an
6 additional \$5,000.

7 57. Answering Paragraph 57, Defendants admit that on September 20, 2023,
8 Defendant Clients on Demand emailed Plaintiff and advised him that he was
9 ineligible for a refund for multiple reasons, including his failure to invest at least
10 Two Thousand (\$2,000) in advertising Defendants otherwise deny all allegations
11 set forth in Paragraph 57 of the Complaint.

12 **CLASS ACTION ALLEGATIONS**

13 58. Answering Paragraph 58 of the Complaint, the allegations in this paragraph
14 are argument and/or conclusions of law that require no answer. To the extent a
15 response from Defendants is required, Defendants deny the allegations therein, and
16 specifically denies that class treatment is appropriate in this action.

17 59. Answering Paragraph 59 of the Complaint, the allegations in this paragraph
18 are argument and/or conclusions of law that require no answer. To the extent a
19 response from Defendants is required, Defendants deny the allegations therein, and
20 specifically denies that class treatment is appropriate in this action.

21 60. Answering Paragraph 60 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein, and
24 specifically denies that class treatment is appropriate in this action.

25 61. Answering Paragraph 61 of the Complaint, the allegations in this paragraph
26 are argument and/or conclusions of law that require no answer. To the extent a
27 response from Defendants is required, Defendants deny the allegations therein, and
28 specifically denies that class treatment is appropriate in this action.

1 62. Answering Paragraph 62 of the Complaint, the allegations in this paragraph
2 are argument and/or conclusions of law that require no answer. To the extent a
3 response from Defendants is required, Defendants deny the allegations therein, and
4 specifically denies that class treatment is appropriate in this action.

5 63. Answering Paragraph 63 of the Complaint, the allegations in this paragraph
6 are argument and/or conclusions of law that require no answer. To the extent a
7 response from Defendants is required, Defendants deny the allegations therein, and
8 specifically denies that class treatment is appropriate in this action.

9 64. Answering Paragraph 64 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein, and
12 specifically denies that class treatment is appropriate in this action.

13 65. Answering Paragraph 65 of the Complaint, the allegations in this paragraph
14 are argument and/or conclusions of law that require no answer. To the extent a
15 response from Defendants is required, Defendants deny the allegations therein, and
16 specifically denies that class treatment is appropriate in this action.

17 66. Answering Paragraph 66 of the Complaint, the allegations in this paragraph
18 are argument and/or conclusions of law that require no answer. To the extent a
19 response from Defendants is required, Defendants deny the allegations therein, and
20 specifically denies that class treatment is appropriate in this action.

21 67. Answering Paragraph 67 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein, and
24 specifically denies that class treatment is appropriate in this action.

25 68. Answering Paragraph 68 of the Complaint, the allegations in this paragraph
26 are argument and/or conclusions of law that require no answer. To the extent a
27 response from Defendants is required, Defendants deny the allegations therein, and
28 specifically denies that class treatment is appropriate in this action.

FIRST CAUSE OF ACTION

FRAUDULENT INDUCEMENT

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69. Answering Paragraph 69 of the Complaint, Defendants incorporate their responses to each previous paragraph of this answer as if fully set forth herein.

70. Answering Paragraph 70 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

71. Answering Paragraph 71 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

72. Answering Paragraph 72 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

73. Answering Paragraph 73 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

74. Answering Paragraph 74 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

75. Answering Paragraph 75 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

76. Answering Paragraph 76 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

77. Answering Paragraph 77 of the Complaint, the allegations in this paragraph are argument and/or conclusions of law that require no answer. To the extent a response from Defendants is required, Defendants deny the allegations therein.

SECOND CAUSE OF ACTION

VIOLATIONS OF THE SELLER ASSISTED MARKETING PLAN ACT

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3 78. Answering Paragraph 78 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein, and
6 specifically deny that the SAMP Act has any application to Defendants and/or their
7 operations.

8 79. Answering Paragraph 79 of the Complaint, the allegations in this paragraph
9 are argument and/or conclusions of law that require no answer. To the extent a
10 response from Defendants is required, Defendants deny the allegations therein, and
11 specifically deny that the SAMP Act has any application to Defendants and/or their
12 operations.

13 80. Answering Paragraph 80 of the Complaint, the allegations in this paragraph
14 are argument and/or conclusions of law that require no answer. To the extent a
15 response from Defendants is required, Defendants deny the allegations therein, and
16 specifically deny that the SAMP Act has any application to Defendants and/or their
17 operations.

18 81. Answering Paragraph 81 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein, and
21 specifically deny that the SAMP Act has any application to Defendants and/or their
22 operations.

23 82. Answering Paragraph 82 of the Complaint, the allegations in this paragraph
24 are argument and/or conclusions of law that require no answer. To the extent a
25 response from Defendants is required, Defendants deny the allegations therein, and
26 specifically deny that the SAMP Act has any application to Defendants and/or their
27 operations.
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1 83. Answering Paragraph 83 of the Complaint, the allegations in this paragraph
2 are argument and/or conclusions of law that require no answer. To the extent a
3 response from Defendants is required, Defendants deny the allegations therein, and
4 specifically deny that the SAMP Act has any application to Defendants and/or their
5 operations.

6 84. Answering Paragraph 84 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein, and
9 specifically deny that the SAMP Act has any application to Defendants and/or their
10 operations.

11 85. Answering Paragraph 85 of the Complaint, the allegations in this paragraph
12 are argument and/or conclusions of law that require no answer. To the extent a
13 response from Defendants is required, Defendants deny the allegations therein, and
14 specifically deny that the SAMP Act has any application to Defendants and/or their
15 operations.

16 86. Answering Paragraph 86 of the Complaint, the allegations in this paragraph
17 are argument and/or conclusions of law that require no answer. To the extent a
18 response from Defendants is required, Defendants deny the allegations therein, and
19 specifically deny that the SAMP Act has any application to Defendants and/or their
20 operations.

21 87. Answering Paragraph 87 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein, and
24 specifically deny that the SAMP Act has any application to Defendants and/or their
25 operations.

26 88. Answering Paragraph 88 of the Complaint, the allegations in this paragraph
27 are argument and/or conclusions of law that require no answer. To the extent a
28 response from Defendants is required, Defendants deny the allegations therein, and

1 specifically deny that the SAMP Act has any application to Defendants and/or their
2 operations.

3 89. Answering Paragraph 89 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein, and
6 specifically deny that the SAMP Act has any application to Defendants and/or their
7 operations.

8 90. Answering Paragraph 90 of the Complaint, the allegations in this paragraph
9 are argument and/or conclusions of law that require no answer. To the extent a
10 response from Defendants is required, Defendants deny the allegations therein, and
11 specifically deny that the SAMP Act has any application to Defendants and/or their
12 operations.

13 91. Answering Paragraph 91 of the Complaint, the allegations in this paragraph
14 are argument and/or conclusions of law that require no answer. To the extent a
15 response from Defendants is required, Defendants deny the allegations therein, and
16 specifically deny that the SAMP Act has any application to Defendants and/or their
17 operations.

18 92. Answering Paragraph 92 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein, and
21 specifically deny that the SAMP Act has any application to Defendants and/or their
22 operations.

23 93. Answering Paragraph 93 of the Complaint, the allegations in this paragraph
24 are argument and/or conclusions of law that require no answer. To the extent a
25 response from Defendants is required, Defendants deny the allegations therein, and
26 specifically deny that the SAMP Act has any application to Defendants and/or their
27 operations.

28 94. Answering Paragraph 94 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein, and
3 specifically deny that the SAMP Act has any application to Defendants and/or their
4 operations.

5 95. Answering Paragraph 95 of the Complaint, the allegations in this paragraph
6 are argument and/or conclusions of law that require no answer. To the extent a
7 response from Defendants is required, Defendants deny the allegations therein, and
8 specifically deny that the SAMP Act has any application to Defendants and/or their
9 operations.

10 96. Answering Paragraph 96 of the Complaint, the allegations in this paragraph
11 are argument and/or conclusions of law that require no answer. To the extent a
12 response from Defendants is required, Defendants deny the allegations therein, and
13 specifically deny that the SAMP Act has any application to Defendants and/or their
14 operations.

15 97. Answering Paragraph 97 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein, and
18 specifically deny that the SAMP Act has any application to Defendants and/or their
19 operations.

20 98. Answering Paragraph 98 of the Complaint, the allegations in this paragraph
21 are argument and/or conclusions of law that require no answer. To the extent a
22 response from Defendants is required, Defendants deny the allegations therein, and
23 specifically deny that the SAMP Act has any application to Defendants and/or their
24 operations.

25 99. Answering Paragraph 99 of the Complaint, the allegations in this paragraph
26 are argument and/or conclusions of law that require no answer. To the extent a
27 response from Defendants is required, Defendants deny the allegations therein, and
28 specifically deny that the SAMP Act has any application to Defendants and/or their

1 operations.

2 100. Answering Paragraph 100 of the Complaint, the allegations in this paragraph
3 are argument and/or conclusions of law that require no answer. To the extent a
4 response from Defendants is required, Defendants deny the allegations therein, and
5 specifically deny that the SAMP Act has any application to Defendants and/or their
6 operations.

7 101. Answering Paragraph 101 of the Complaint, the allegations in this paragraph
8 are argument and/or conclusions of law that require no answer. To the extent a
9 response from Defendants is required, Defendants deny the allegations therein, and
10 specifically deny that the SAMP Act has any application to Defendants and/or their
11 operations.

12 **THIRD CAUSE OF ACTION**

13 **VIOLATION OF CALIFORNIA’S CONSUMERS LEGAL REMEDIES ACT**

14 102. Answering Paragraph 102 of the Complaint, Defendants incorporate their
15 responses to each previous paragraph of this answer as if fully set forth herein.

16 103. Answering Paragraph 103 of the Complaint, the allegations in this paragraph
17 are argument and/or conclusions of law that require no answer. To the extent a
18 response from Defendants is required, Defendants deny the allegations therein.

19 104. Answering Paragraph 104 of the Complaint, the allegations in this paragraph
20 are argument and/or conclusions of law that require no answer. To the extent a
21 response from Defendants is required, Defendants deny the allegations therein.

22 105. Answering Paragraph 105 of the Complaint, the allegations in this paragraph
23 are argument and/or conclusions of law that require no answer. To the extent a
24 response from Defendants is required, Defendants deny the allegations therein.

25 106. Answering Paragraph 106 of the Complaint, the allegations in this paragraph
26 are argument and/or conclusions of law that require no answer. To the extent a
27 response from Defendants is required, Defendants deny the allegations therein.

28 107. Answering Paragraph 107 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein.

3 108. Answering Paragraph 108 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein.

6 109. Answering Paragraph 109 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 110. Answering Paragraph 110 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 111. Answering Paragraph 111 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein.

15 112. Answering Paragraph 112 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein.

18 113. Answering Paragraph 113 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein.

21 114. Answering Paragraph 114 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein.

24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**

26 115. Answering Paragraph 115 of the Complaint, Defendants incorporate their
27 responses to each previous paragraph of this answer as if fully set forth herein.

28 116. Answering Paragraph 116 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein.

3 117. Answering Paragraph 117 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein.

6 118. Answering Paragraph 118 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 119. Answering Paragraph 119 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 120. Answering Paragraph 120 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein.

15 121. Answering Paragraph 121 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein.

18 122. Answering Paragraph 122 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein.

21 123. Answering Paragraph 123 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein.

24 124. Answering Paragraph 124 of the Complaint, the allegations in this paragraph
25 are argument and/or conclusions of law that require no answer. To the extent a
26 response from Defendants is required, Defendants deny the allegations therein.

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FIFTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR AND FRAUDULENT PRONGS OF CALIFORNIA’S UNFAIR COMPETITION LAW

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4 125. Answering Paragraph 125 of the Complaint, Defendants incorporate their
5 responses to each previous paragraph of this answer as if fully set forth herein.

6 126. Answering Paragraph 126 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 127. Answering Paragraph 127 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 128. Answering Paragraph 128 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein.

15 129. Answering Paragraph 129 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein.

18 130. Answering Paragraph 130 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein.

21 131. Answering Paragraph 131 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein.

24 132. Answering Paragraph 132 of the Complaint, the allegations in this paragraph
25 are argument and/or conclusions of law that require no answer. To the extent a
26 response from Defendants is required, Defendants deny the allegations therein.

27 133. Answering Paragraph 133 of the Complaint, the allegations in this paragraph
28 are argument and/or conclusions of law that require no answer. To the extent a

1 response from Defendants is required, Defendants deny the allegations therein.

2 134. Answering Paragraph 134 of the Complaint, the allegations in this paragraph
3 are argument and/or conclusions of law that require no answer. To the extent a
4 response from Defendants is required, Defendants deny the allegations therein.

5 135. Answering Paragraph 135 of the Complaint, the allegations in this paragraph
6 are argument and/or conclusions of law that require no answer. To the extent a
7 response from Defendants is required, Defendants deny the allegations therein.

8 136. Answering Paragraph 136 of the Complaint, the allegations in this paragraph
9 are argument and/or conclusions of law that require no answer. To the extent a
10 response from Defendants is required, Defendants deny the allegations therein.

11 137. Answering Paragraph 137 of the Complaint, the allegations in this paragraph
12 are argument and/or conclusions of law that require no answer. To the extent a
13 response from Defendants is required, Defendants deny the allegations therein.

14 138. Answering Paragraph 138 of the Complaint, the allegations in this paragraph
15 are argument and/or conclusions of law that require no answer. To the extent a
16 response from Defendants is required, Defendants deny the allegations therein.

17 139. Answering Paragraph 139 of the Complaint, the allegations in this paragraph
18 are argument and/or conclusions of law that require no answer. To the extent a
19 response from Defendants is required, Defendants deny the allegations therein.

20 140. Answering Paragraph 140 of the Complaint, the allegations in this paragraph
21 are argument and/or conclusions of law that require no answer. To the extent a
22 response from Defendants is required, Defendants deny the allegations therein.

23 **SIXTH CAUSE OF ACTION**

24 **VIOLATION OF THE UNLAWFUL PRONG OF CALIFORNIA’S UNFAIR**
25 **COMPETITION LAW**

26 141. Answering Paragraph 141 of the Complaint, Defendants incorporate their
27 responses to each previous paragraph of this answer as if fully set forth herein.

28 142. Answering Paragraph 142 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein.

3 143. Answering Paragraph 143 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein.

6 144. Answering Paragraph 144 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 145. Answering Paragraph 145 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 146. Answering Paragraph 146 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein.

15 147. Answering Paragraph 147 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein.

18 148. Answering Paragraph 148 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein.

21 149. Answering Paragraph 149 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein.

24 150. Answering Paragraph 150 of the Complaint, Defendants admit that Defendant
25 Clients on Demand offered a “done for you” service to its potential clients. As for
26 the remaining allegations, Defendants deny the allegations set forth therein,
27 including that Plaintiff participated in the “done for you” service.

28 151. Answering Paragraph 151 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein.

3 152. Answering Paragraph 152 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein.

6 153. Answering Paragraph 153 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 154. Answering Paragraph 154 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 155. Answering Paragraph 155 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein.

15 156. Answering Paragraph 156 of the Complaint, the allegations in this paragraph
16 are argument and/or conclusions of law that require no answer. To the extent a
17 response from Defendants is required, Defendants deny the allegations therein.

18 157. Answering Paragraph 157 of the Complaint, the allegations in this paragraph
19 are argument and/or conclusions of law that require no answer. To the extent a
20 response from Defendants is required, Defendants deny the allegations therein.

21 158. Answering Paragraph 158 of the Complaint, the allegations in this paragraph
22 are argument and/or conclusions of law that require no answer. To the extent a
23 response from Defendants is required, Defendants deny the allegations therein.

24 159. Answering Paragraph 159 of the Complaint, the allegations in this paragraph
25 are argument and/or conclusions of law that require no answer. To the extent a
26 response from Defendants is required, Defendants deny the allegations therein.

27 160. Answering Paragraph 160 of the Complaint, the allegations in this paragraph
28 are argument and/or conclusions of law that require no answer. To the extent a

1 response from Defendants is required, Defendants deny the allegations therein.

2 161. Answering Paragraph 161 of the Complaint, Defendants lack the information
3 to admit or and therefore denies on that basis.

4 162. Answering Paragraph 162 of the Complaint, Defendants admit that Defendant
5 Clients on Demand advertises its services to potential clients. Defendants otherwise
6 deny all allegations set forth in Paragraph 162 of the Complaint.

7 163. Answering Paragraph 163 of the Complaint, the allegations in this paragraph
8 are argument and/or conclusions of law that require no answer. To the extent a
9 response from Defendants is required, Defendants deny the allegations therein.

10 164. Answering Paragraph 164 of the Complaint, the allegations in this paragraph
11 are argument and/or conclusions of law that require no answer. To the extent a
12 response from Defendants is required, Defendants deny the allegations therein.

13 165. Answering Paragraph 165 of the Complaint, the allegations in this paragraph
14 are argument and/or conclusions of law that require no answer. To the extent a
15 response from Defendants is required, Defendants deny the allegations therein.

16 166. Answering Paragraph 166 of the Complaint, the allegations in this paragraph
17 are argument and/or conclusions of law that require no answer. To the extent a
18 response from Defendants is required, Defendants deny the allegations therein.

19 167. Answering Paragraph 167 of the Complaint, the allegations in this paragraph
20 are argument and/or conclusions of law that require no answer. To the extent a
21 response from Defendants is required, Defendants deny the allegations therein.

22 168. Answering Paragraph 168 of the Complaint, the allegations in this paragraph
23 are argument and/or conclusions of law that require no answer. To the extent a
24 response from Defendants is required, Defendants deny the allegations therein.

25 169. Answering Paragraph 169 of the Complaint, the allegations in this paragraph
26 are argument and/or conclusions of law that require no answer. To the extent a
27 response from Defendants is required, Defendants deny the allegations therein.

28 170. Answering Paragraph 170 of the Complaint, the allegations in this paragraph

1 are argument and/or conclusions of law that require no answer. To the extent a
2 response from Defendants is required, Defendants deny the allegations therein.

3 171. Answering Paragraph 171 of the Complaint, the allegations in this paragraph
4 are argument and/or conclusions of law that require no answer. To the extent a
5 response from Defendants is required, Defendants deny the allegations therein.

6 172. Answering Paragraph 172 of the Complaint, the allegations in this paragraph
7 are argument and/or conclusions of law that require no answer. To the extent a
8 response from Defendants is required, Defendants deny the allegations therein.

9 173. Answering Paragraph 173 of the Complaint, the allegations in this paragraph
10 are argument and/or conclusions of law that require no answer. To the extent a
11 response from Defendants is required, Defendants deny the allegations therein.

12 174. Answering Paragraph 174 of the Complaint, the allegations in this paragraph
13 are argument and/or conclusions of law that require no answer. To the extent a
14 response from Defendants is required, Defendants deny the allegations therein

15 **The SAMP Act**

16 175. Answering Paragraph 175 of the Complaint, the allegations in this paragraph
17 are argument and/or conclusions of law that require no answer. To the extent a
18 response from Defendants is required, Defendants deny the allegations therein, and
19 specifically deny that the SAMP Act apply to Defendants and/or its operations.

20 176. Answering Paragraph 176 of the Complaint, the allegations in this paragraph
21 are argument and/or conclusions of law that require no answer. To the extent a
22 response from Defendants is required, Defendants deny the allegations therein, and
23 specifically deny that the SAMP Act apply to Defendants and/or its operations.

24 **SEVENTH CAUSE OF ACTION**

25 **BREACH OF EXPRESS WARRANTY**

26 177. Answering Paragraph 177 of the Complaint, Defendants admit that Plaintiff
27 contracted with Defendant Clients on Demand for an eight week program.
28 Defendants otherwise deny all allegations set forth in Paragraph 177 of the

1 Complaint.

2 178. Answering Paragraph 178 of the Complaint, the allegations in this paragraph
3 are argument and/or conclusions of law that require no answer. To the extent a
4 response from Defendants is required, Defendants deny the allegations therein.

5 179. Answering Paragraph 179 of the Complaint, the allegations in this paragraph
6 are argument and/or conclusions of law that require no answer. To the extent a
7 response from Defendants is required, Defendants deny the allegations therein.

8 180. Answering Paragraph 180 of the Complaint, the allegations in this paragraph
9 are argument and/or conclusions of law that require no answer. To the extent a
10 response from Defendants is required, Defendants deny the allegations therein.

11 181. Answering Paragraph 181 of the Complaint, the allegations in this paragraph
12 are argument and/or conclusions of law that require no answer. To the extent a
13 response from Defendants is required, Defendants deny the allegations therein.

14 182. Answering Paragraph 182 of the Complaint, the allegations in this paragraph
15 are argument and/or conclusions of law that require no answer. To the extent a
16 response from Defendants is required, Defendants deny the allegations therein.

17 183. Answering Paragraph 183 of the Complaint, the allegations in this paragraph
18 are argument and/or conclusions of law that require no answer. To the extent a
19 response from Defendants is required, Defendants deny the allegations therein.

20 **EIGHTH CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

22 184. Answering Paragraph 184 of the Complaint, Defendants admit that Plaintiff
23 contracted with Defendant Clients on Demand for an eight week program.

24 Defendants otherwise deny all allegations set forth in Paragraph 184 of the
25 Complaint.

26 185. Answering Paragraph 185 of the Complaint, Defendants admit that Plaintiff
27 contracted with Defendant Clients on Demand for an eight week program and paid
28 \$9000 for that service. Defendants otherwise deny all allegations set forth in

1 Paragraph 185 of the Complaint.

2 186. Answering Paragraph 186 of the Complaint, the allegations in this paragraph
3 are argument and/or conclusions of law that require no answer. To the extent a
4 response from Defendants is required, Defendants deny the allegations therein.

5 187. Answering Paragraph 187 of the Complaint, the allegations in this paragraph
6 are argument and/or conclusions of law that require no answer. To the extent a
7 response from Defendants is required, Defendants deny the allegations therein.

8 188. Answering Paragraph 188 of the Complaint, the allegations in this paragraph
9 are argument and/or conclusions of law that require no answer. To the extent a
10 response from Defendants is required, Defendants deny the allegations therein.

11 **ANSWER TO PRAYER FOR RELIEF**

12 Defendants deny that Plaintiff is entitled to any relief whatsoever, denies that
13 class treatment is appropriate in this action, and denies that Defendants violated the
14 SAMP Act or any other law.

15 **JURY DEMAND**

16 Defendants admit Plaintiff is demanding a trial by jury of this action, as
17 are Defendants.

18 BY WAY OF FURTHER ANSWER AND AFFIRMATIVE DEFENSES,
19 Defendants allege as follows:

20 **FIRST AFFIRMATIVE DEFENSE**

21 **(Failure to State a Claim- Fed. Rule. Civ. Proc. 12)**

22 Plaintiff's Complaint fails to state facts sufficient to constitute claims for
23 relief on multiple bases. Defendants allege that Plaintiff has failed to plead facts and
24 circumstances sufficient to sustain its claims against Defendants.

25 **SECOND AFFIRMATIVE DEFENSE**

26 **(Failure to Mitigate Damages)**

27 The Complaint and each cause of action contained therein are barred because
28 Plaintiff had a duty to take reasonable steps to mitigate and/or avoid its alleged

1 damages. Defendants, on information and belief, allege that Plaintiff failed to take
2 any steps to mitigate its damages or delayed unreasonably in doing so. Had Plaintiff
3 timely and diligently taken reasonable steps to mitigate and/or avoid its alleged
4 damages, such alleged damages, if any, would have been reduced or avoided
5 altogether.

6 **THIRD AFFIRMATIVE DEFENSE**

7 **(Unclean Hands)**

8 Plaintiff’s claims are barred by the doctrine of unclean hands. Defendants
9 allege that Plaintiff has engaged in illegal, improper and/or egregious conduct,
10 including making false and unsupported claims that are the subject matter of this
11 litigation.

12 **FOURTH AFFIRMATIVE DEFENSE**

13 **(Act or Omission of Others)**

14 Plaintiff’s claimed damages were the result of an act or omission by third
15 persons over whom Defendants have no control.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Excuse)**

18 Defendants’ alleged failure to perform under alleged contract or contracts was
19 excused by Plaintiff’s material breaches.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 **(Failure to Perform Conditions Precedent)**

22 Plaintiff failed to perform conditions precedent under the alleged contract.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 **(Waiver and Estoppel)**

25 Plaintiff’s claims are barred in whole or in part by the doctrines of waiver and
26 estoppel.

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EIGHTH AFFIRMATIVE DEFENSE

(No Actual Injury)

Plaintiff and putative class members did not suffer any actual injury and therefore cannot recover damages.

NINTH AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

Plaintiff’s individual claims are barred and should be dismissed because this Court lacks subject matter jurisdiction pursuant to 28 U.S.C. §1332(a) insofar as Plaintiff’s damages do not meet the required \$75,000 amount in controversy. In addition, Plaintiff’s alleged Class Action claims are also barred and should be dismissed since the total alleged aggregate damages cannot exceed the sum of \$5,000,000, as required by the Class Action Fairness Act of 2005 (See, 28 U.S.C. §§ 1332(d), 1453, 1711–15).

TENTH AFFIRMATIVE DEFENSE

(Uncertifiable Putative Classes)

Plaintiff’s claims are barred because Defendants have not engaged in actions of the kind alleged that are generally applicable to the proposed class, or classes, and as such, this action is not properly maintainable and/or does not qualify for certification under the requirements for a class action.

ELEVENTH AFFIRMATIVE DEFENSE

(Common Questions of Law and Facts Do Not Predominate)

Questions of law and fact common to the proposed class do not predominate over the questions affecting individual members of the proposed class and, to the contrary, numerous individual issues overwhelm the common issues. Therefore, this action is not appropriate for certification as a class action.

TWELVTH AFFIRMATIVE DEFENSE

(Inadequate Class Representative)

Plaintiff’s claims are barred in whole or in part because Plaintiff lacks

1 standing and is an inadequate class representative to the claims asserted.

2 **THIRTEENTH AFFIRMATIVE DEFENSE**

3 **(Not Typical)**

4 Plaintiff's claims for the purported class are barred, in whole or in part,
5 because Plaintiff cannot establish that his claims are typical of those of in the
6 proposed class and therefore the Complaint cannot proceed as a class action.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 **(No Numerosity)**

9 Plaintiff's claims, and those of the purported class, are barred, in whole or in
10 part, because Plaintiff cannot establish that members of some or all of the putative
11 class are so numerous that joinder is impracticable.

12 **FIFTEENTH AFFIRMATIVE DEFENSE**

13 **(No Community of Interest)**

14 The class allegations in Plaintiff's Complaint are improper as a matter of law
15 because there is no community of interest in the claims asserted by Plaintiff and
16 those of the purported putative class.

17 **SIXTEENTH AFFIRMATIVE DEFENSE**

18 **(No Restitution, Injunctive Relief, or Declaratory Relief)**

19 Plaintiff's request for restitution, injunctive relief and declaratory relief are
20 barred because Plaintiff has an adequate remedy at law, does not face any imminent
21 threat of harm, and the Complaint fails to allege facts sufficient to entitle Plaintiff or
22 the putative class members to restitution, injunctive relief or declaratory relief.

23 **SEVENTEENTH AFFIRMATIVE DEFENSE**

24 **(No Entitlement to Attorneys' Fees)**

25 Plaintiff has not alleged facts demonstrating entitlement to an award of
26 attorneys' fees and costs.

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EIGHTEENTH AFFIRMATIVE DEFENSE

(Good Faith Immunity)

Plaintiff’s Complaint, and each and every cause of action set forth therein alleged against Defendants, Inc., is barred, in whole or in part, because the alleged actions taken by Defendant, if any, were based on an honest, reasonable, and good faith belief in the facts as known and understood at the time and are therefore immune from any liability.

NINETEENTH AFFIRMATIVE DEFENSE

(Conformance with Existing Laws and Regulations)

All conduct and activities of Defendants alleged in the Complaint conformed to the statutes, government regulations and industry standards based upon the state of knowledge that existed at the time(s) alleged in the Complaint.

TWENTIETH AFFIRMATIVE DEFENSE

(Parol Evidence)

Plaintiff’s claims as set forth in the Complaint relies on parol evidence not incorporated into express written agreements. Defendants assert that the written agreements between the parties were intended to be the full agreements between Plaintiff and itself, and that Plaintiff cannot present any evidence not in writing to establish any additional and/or implied terms of the contract not in the written agreement.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Failure to State Claim for Punitive Damages)

The Complaint fails to set forth facts sufficient to constitute a claim for punitive damages or exemplary damages in that neither Defendants nor its agents, if any, acted with malice, fraud, oppression, or any other state sufficient to sustain punitive or exemplary damages.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unconstitutional Imposition of Punitive Damages)

The imposition of punitive or exemplary damages in this case in the absence of procedural safeguards accorded to Defendants subject to punishment in criminal proceedings, including a reasonable doubt standard of proof, would violate the Fourth, Fifth, and Sixth Amendments and Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(The SAMP Act Does Apply to Defendants and/or Its Operations)

The California Seller Assisted Marketing Plan Act, Cal. Civ. Code §§ 1812.200 et seq. (“the SAMP ACT”) does not apply to Defendants and/or its operations, and, as a result, Plaintiff’s claims and the putative class members’ claims based on the SAMP Act are barred. This also precludes the claims by Plaintiff and/or numerous members of the proposed putative class alleging violation of California law, including, but not limited to, UCL and FAL, to the extent those claims are based on alleged violation of the SAMP Act.

RESERVATION OF RIGHT TO AMEND

Defendants reserve the right to amend its answer and affirmative defenses.

WHEREFORE, having fully answered Plaintiff’s Complaint,

Defendants ask for the following relief:

- 1. For dismissal of the Plaintiff’s action with prejudice;
- 2. For an order that Plaintiff shall take no relief from the Complaint herein as against Defendants;
- 3. For an award of Defendants’ costs and attorneys' fees herein incurred;
- 4. For such further and other relief and the Court deems fair and just.

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1 DATED: April 9, 2024

**CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET LLP**

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By: /s/ Gary Spitzer, Esq.
Gary Spitzer, Esq.
Attorneys for Defendants
RUSSELL RUFFINO and CLIENTS ON
DEMAND, LLC

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), defendants RUSSELL RUFFINO, CLIENTS ON DEMAND, LLC hereby demand trial by jury on all issues triable of right by a jury.

DATED: April 9, 2024

**CRUSER, MITCHELL, NOVITZ,
SANCHEZ, GASTON & ZIMET LLP**

By: /s/ Gary Spitzer, Esq.
Gary Spitzer, Esq.
Attorneys for Defendants
RUSSELL RUFFINO and CLIENTS ON
DEMAND, LLC