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13 RUSSELL RUFFINO

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17

18 KENDRICK DAVIS on behalf of himself
19 and all others similarly situated,
20 Plaintiff,
21 v.
22 CLIENTS ON DEMAND, LLC and
23 RUSSELL RUFFINO,
24 Defendants.

25 CASE NO. 2:23-cv-10541-JLS-SSC
26 **DEFENDANTS CLIENTS ON**
27 **DEMAND, LLC AND RUSSELL**
28 **RUFFINO’S ANSWER TO**
PLAINTIFF’S FIRST
AMENDED COMPLAINT;
DEMAND FOR JURY TRIAL

Assigned to Honorable Josephine L. Staton

Action Filed: 12/15/2023

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

2 For their Answer to the First Amended Complaint of Plaintiff Kendrick
3 Davis (“Plaintiff”), Defendants Clients on Demand, LLC and Russell Ruffino
4 (“Defendants”) respond to Plaintiff’s allegations in correspondingly numbered
5 paragraphs as follows:

6 **SUMMARY OF THE CASE**

7 1. Answering Paragraph 1 of the First Amended Complaint, the
8 allegations in this paragraph are argument and/or conclusions of law that require
9 no answer.

10 2. Answering Paragraph 2 of the First Amended Complaint,
11 Defendants admit that Defendant Clients on Demand offers coaching and related
12 services with regard to tech, sales, and marketing for clients to build online
13 coaching businesses. As for the remaining allegations, Defendants deny the
14 allegations set forth therein.

15 3. Answering Paragraph 3 of the First Amended Complaint,
16 Defendants admit that Defendant Clients on Demand offered a “done for you”
17 service to its potential clients, which included videos and conference calls. As for
18 the remaining allegations, Defendants deny the allegations set forth therein,
19 including that Plaintiff participated in the “done for you” service.

20 4. Answering Paragraph 4 of the First Amended Complaint,
21 Defendants admit that, for a limited time, Defendant Clients on Demand offered
22 some clients \$5000 if the clients met certain specific conditions. As for the
23 remaining allegations, Defendants deny the allegations set forth therein.

24 5. Answering Paragraph 5 of the First Amended Complaint,
25 Defendants deny all allegations set forth therein.

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JURISDICTION AND VENUE

1
2 6. Answering Paragraph 6 of the First Amended Complaint, the
3 allegations in this paragraph are argument and/or conclusions of law that require
4 no answer.

5 7. Answering Paragraph 7 of the First Amended Complaint, the
6 allegations in this paragraph are argument and/or conclusions of law that require
7 no answer.

8 8. Answering Paragraph 8 of the First Amended Complaint, the
9 allegations in this paragraph are argument and/or conclusions of law that require
10 no answer.

11 9. Answering Paragraph 9 of the First Amended Complaint, the
12 allegations in this paragraph are argument and/or conclusions of law that require
13 no answer.

14 10. Answering Paragraph 10 of the First Amended Complaint, the
15 allegations in this paragraph are argument and/or conclusions of law that require
16 no answer.

17 11. Answering Paragraph 11 of the First Amended Complaint, the
18 allegations in this paragraph are argument and/or conclusions of law that require
19 no answer.

THE PARTIES

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21 12. Answering Paragraph 12 of the First Amended Complaint,
22 Defendants admit Plaintiff paid \$9,000. Except as expressly admitted herein,
23 Defendants otherwise deny all allegations set forth in Paragraph 12 of the First
24 Amended Complaint.

25 13. Answering Paragraph 13 of the First Amended Complaint,
26 Defendants admit that Defendant Clients on Demand, LLC is a limited liability
27 company organized and existing under the laws of the State of California.
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1 14. Answering Paragraph 14 of the First Amended Complaint,
2 Defendants admit that Defendant Russell Ruffino is a resident of the State of
3 California and the founder and CEO of Defendant Clients on Demand. Except as
4 expressly admitted herein, Defendants otherwise deny all allegations set forth in
5 Paragraph 14 of the First Amended Complaint.

6 15. Answering Paragraph 15 of the First Amended Complaint, the
7 allegations in this paragraph are argument and/or conclusions of law that require
8 no answer.

9 **DEFENDANTS' COURSE OF CONDUCT**

10 16. Answering Paragraph 16 of the First Amended Complaint,
11 Defendants admits that Defendant Clients on Demand advertises its services with
12 videos featuring Defendant Ruffino. Except as expressly admitted herein,
13 Defendants otherwise deny all allegations set forth in Paragraph 16 of the First
14 Amended Complaint.

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

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

25 19. Answering Paragraph 19 of the First Amended Complaint,
26 Defendants admit that Defendant Clients on Demand's advertises its services
27 with videos featuring Defendant Ruffino. Except as expressly admitted herein,
28

1 Defendants otherwise deny all allegations set forth in Paragraph 19 of the First
2 Amended Complaint.

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

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

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

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

23 24. Answering Paragraph 24 of the First Amended Complaint,
24 Defendants deny all allegations set forth therein.

25 25. Answering Paragraph 25 of the First Amended Complaint,
26 Defendants admit that Defendant Clients on Demand's contract contained the
27 following: "By entering into this Agreement, YOU agree and understand that
28 CLIENTS ON DEMAND is only granting YOU access to the Program, which

1 attempts to teach YOU sales and marketing techniques intended to help YOU
2 grow YOUR business. CLIENTS ON DEMAND guarantees no specific results,
3 except as Conditionally Guaranteed under Section 2.2 of this agreement. YOU
4 take full responsibility for YOUR own success. YOU acknowledge that
5 everyone’s success is different and depends on numerous factors, including, but
6 not limited to, YOUR own drive, dedication, and motivation. Any examples of
7 income or testimonials are not meant as a promise or guarantee of YOUR own
8 earnings or success, and YOU should not rely upon them in any manner
9 whatsoever. Please be aware that YOU may experience loss of income by using
10 the Program. In other words, YOU are completely and totally responsible for
11 YOUR own success, and there is a risk YOU may lose money.” Except as
12 expressly admitted herein, Defendants otherwise deny all allegations set forth in
13 Paragraph 25 of the First Amended Complaint.

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

20 27. Answering Paragraph 27 of the First Amended Complaint,
21 Defendants deny the allegations therein.

22 28. Answering Paragraph 28 of the First Amended Complaint,
23 Defendants deny the allegations contained therein.

24 29. Answering Paragraph 29 of the First Amended Complaint,
25 Defendants deny the allegations contained therein.

26 30. Answering Paragraph 30 of the First Amended Complaint,
27 Defendants admit that Defendant Clients on Demand advertises its services.
28 Defendants further admit that Defendant Clients on Demand offered a refund

1 and, for a limited time, to pay \$5,000 to clients if express specific conditions
2 were met. Defendants otherwise deny all allegations set forth in Paragraph 30 of
3 the First Amended Complaint.

4 31. Answering Paragraph 31 of the First Amended Complaint,
5 Defendants admit that Defendant Clients on Demand advertises it services via
6 videos, including highlighting successful clients. Defendants otherwise deny all
7 allegations set forth in Paragraph 31 of the First Amended Complaint.

8 32. Answering Paragraph 32 of the First Amended Complaint,
9 Defendants admit that Defendant Clients on Demand advertises it services via
10 videos, including highlighting successful clients. Defendants further admit that,
11 for a limited time, Defendant Clients on Demand offered to pay \$5,000 to clients
12 if express specific conditions were met. Defendants otherwise deny all
13 allegations set forth in Paragraph 32 of the First Amended Complaint.

14 33. Answering Paragraph 33 of the First Amended Complaint,
15 Defendants admit that Defendant Clients on Demand advertises it services via
16 video. Defendants further admit that, for a limited time, Defendant Clients on
17 Demand offered to pay \$5,000 to clients if express specific conditions were met.
18 Defendants otherwise deny all allegations set forth in Paragraph 33 of the First
19 Amended Complaint.

20 34. Answering Paragraph 34 of the First Amended Complaint,
21 Defendants admit that Defendant Clients on Demand advertises it services via
22 email. Defendants further admit that, for a limited time, Defendant Clients on
23 Demand offered to pay \$5,000 to clients if express specific conditions were met.
24 Defendants otherwise deny all allegations set forth in Paragraph 34 of the First
25 Amended Complaint.

26 35. Answering Paragraph 35 of the First Amended Complaint,
27 Defendants deny the allegations contained therein.
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1 36. Answering Paragraph 36 of the First Amended Complaint,
2 Defendants admit that Defendant Clients on Demand offered a refund, and, for a
3 limited time, to pay \$5,000 to clients if express specific conditions were met.
4 Defendants further admit that the User Agreement for Clients on Demand 8-
5 Week Program TM) states, in bold, that “[a]s a general policy, CLIENTS ON
6 DEMAND abides by a strict no- refund policy.” Defendants otherwise deny all
7 allegations set forth in Paragraph 36 of the First Amended Complaint.

8 37. Answering Paragraph 37 of the First Amended Complaint,
9 Defendants admit that Defendant Clients on Demand offered a refund to clients if
10 express specific conditions were met. Defendants further admit that the User
11 Agreement states “YOU further acknowledge, represent, warrant and agree that,
12 by entering into this Agreement, YOU are taking full responsibility for YOUR
13 own success and therefore YOU will not request a refund, unless otherwise
14 eligible and covered by the Conditional Guarantee found in Section 2.2 of this
15 agreement.” Defendants otherwise deny all allegations set forth in Paragraph 37
16 of the First Amended Complaint.

17 38. Answering Paragraph 38 of the First Amended Complaint,
18 Defendants admit that Defendant Clients on Demand offered a refund and, for a
19 limited time, to pay clients \$5000 if express specific conditions were met.
20 Defendants otherwise deny all allegations set forth in Paragraph 38 of the First
21 Amended Complaint.

22 39. Answering Paragraph 39 of the First Amended Complaint,
23 Defendants admit that Defendant Clients on Demand offered a refund if express
24 specific conditions were met. Defendants otherwise deny all allegations set forth
25 in Paragraph 39 of the First Amended Complaint.

26 40. Answering Paragraph 40 of the First Amended Complaint,
27 Defendants admit that Defendant Clients on Demand offered a refund and, for a
28 limited time, to pay clients \$5000 if express specific conditions were met.

1 Defendants otherwise deny all allegations set forth in Paragraph 40 of the First
2 Amended Complaint

3 41. Answering Paragraph 41 of the First Amended Complaint,
4 Defendants admit that Defendant Clients on Demand offered a refund and, for a
5 limited time, to pay clients \$5000 if express specific conditions were met.
6 Defendants otherwise deny all allegations set forth in Paragraph 41 of the First
7 Amended Complaint.

8 42. Answering Paragraph 42 of the First Amended Complaint,
9 Defendants lack the information to admit or deny and therefore denies on that
10 basis.

11 43. Answering Paragraph 43 of the First Amended Complaint,
12 Defendants lack the information to admit or deny and therefore denies on that
13 basis.

14 44. Answering Paragraph 44 of the First Amended Complaint,
15 Defendants lack the information to admit or deny and therefore denies on that
16 basis.

17 45. Answering Paragraph 45 of the First Amended Complaint,
18 Defendants lack the information to admit or deny and therefore denies on that
19 basis.

20 46. Answering Paragraph 46 of the First Amended Complaint,
21 Defendants lack the information to admit or deny and therefore denies on that
22 basis.

23 47. Answering Paragraph 47 of the First Amended Complaint,
24 Defendants lack the information to admit or deny and therefore denies on that
25 basis.

26 48. Answering Paragraph 48 of the First Amended Complaint,
27 Defendants lack the information to admit or deny and therefore denies on that
28 basis.

1 49. Answering Paragraph 49 of the First Amended Complaint,
2 Defendants admit that Defendant Clients on Demand received \$9,000 from
3 Plaintiff. Defendants otherwise deny all allegations set forth in Paragraph 49 of
4 the First Amended Complaint.

5 50. Answering Paragraph 50 of the First Amended Complaint,
6 Defendants admit to directing Plaintiff to resources, including webinars and
7 reading material, to aide Plaintiff in the growth and expansion of his business.
8 Defendants otherwise deny all allegations set forth in Paragraph 50 of the First
9 Amended Complaint.

10 51. Answering Paragraph 51 of the First Amended Complaint,
11 Defendants deny the allegations contained therein.

12 52. Answering Paragraph 52 of the First Amended Complaint,
13 Defendants deny the allegations contained therein.

14 53. Answering Paragraph 53 of the First Amended Complaint,
15 Defendants admit to directing Plaintiff to resources to aide Plaintiff in the growth
16 and expansion of his business. Defendants otherwise deny all allegations set forth
17 in Paragraph 53 of the First Amended Complaint.

18 54. Answering Paragraph 54 of the First Amended Complaint,
19 Defendants deny the allegations contained therein.

20 55. Answering Paragraph 53 of the First Amended Complaint,
21 Defendants admit that it did not direct any coaching clients to Plaintiff as a result
22 of his failure to complete any of the required training, sessions, seminars and/or
23 instructions before he quit the program, and that Plaintiff was not refunded the
24 \$9000 paid to Defendant Clients on Demand due to his non-compliance.

25 Defendants otherwise deny all allegations set forth in Paragraph 55 of the First
26 Amended Complaint.

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1 deny the allegations therein, and specifically denies that class treatment is
2 appropriate in this action.

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

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

13 64. Answering Paragraph 64 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein, and specifically denies that class treatment is
17 appropriate in this action.

18 65. Answering Paragraph 65 of the First Amended Complaint, the
19 allegations in this paragraph are argument and/or conclusions of law that require
20 no answer. To the extent a response from Defendants is required, Defendants
21 deny the allegations therein, and specifically denies that class treatment is
22 appropriate in this action.

23 66. Answering Paragraph 66 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein, and specifically denies that class treatment is
27 appropriate in this action.
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1 79. Answering Paragraph 79 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein, and specifically deny that the SAMP Act has any
5 application to Defendants and/or their operations.

6 80. Answering Paragraph 80 of the First Amended Complaint, the
7 allegations in this paragraph are argument and/or conclusions of law that require
8 no answer. To the extent a response from Defendants is required, Defendants
9 deny the allegations therein, and specifically deny that the SAMP Act has any
10 application to Defendants and/or their operations.

11 81. Answering Paragraph 81 of the First Amended Complaint, the
12 allegations in this paragraph are argument and/or conclusions of law that require
13 no answer. To the extent a response from Defendants is required, Defendants
14 deny the allegations therein, and specifically deny that the SAMP Act has any
15 application to Defendants and/or their operations.

16 82. Answering Paragraph 82 of the First Amended Complaint, the
17 allegations in this paragraph are argument and/or conclusions of law that require
18 no answer. To the extent a response from Defendants is required, Defendants
19 deny the allegations therein, and specifically deny that the SAMP Act has any
20 application to Defendants and/or their operations.

21 83. Answering Paragraph 83 of the First Amended Complaint, the
22 allegations in this paragraph are argument and/or conclusions of law that require
23 no answer. To the extent a response from Defendants is required, Defendants
24 deny the allegations therein, and specifically deny that the SAMP Act has any
25 application to Defendants and/or their operations.

26 84. Answering Paragraph 84 of the First Amended Complaint, the
27 allegations in this paragraph are argument and/or conclusions of law that require
28 no answer. To the extent a response from Defendants is required, Defendants

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

3 85. Answering Paragraph 85 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein, and specifically deny that the SAMP Act has any
7 application to Defendants and/or their operations.

8 86. Answering Paragraph 86 of the First Amended Complaint, the
9 allegations in this paragraph are argument and/or conclusions of law that require
10 no answer. To the extent a response from Defendants is required, Defendants
11 deny the allegations therein, and specifically deny that the SAMP Act has any
12 application to Defendants and/or their operations.

13 87. Answering Paragraph 87 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein, and specifically deny that the SAMP Act has any
17 application to Defendants and/or their operations.

18 88. Answering Paragraph 88 of the First Amended Complaint, the
19 allegations in this paragraph are argument and/or conclusions of law that require
20 no answer. To the extent a response from Defendants is required, Defendants
21 deny the allegations therein, and specifically deny that the SAMP Act has any
22 application to Defendants and/or their operations.

23 89. Answering Paragraph 89 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein, and specifically deny that the SAMP Act has any
27 application to Defendants and/or their operations.

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1 90. Answering Paragraph 90 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein, and specifically deny that the SAMP Act has any
5 application to Defendants and/or their operations.

6 91. Answering Paragraph 91 of the First Amended Complaint, the
7 allegations in this paragraph are argument and/or conclusions of law that require
8 no answer. To the extent a response from Defendants is required, Defendants
9 deny the allegations therein, and specifically deny that the SAMP Act has any
10 application to Defendants and/or their operations.

11 92. Answering Paragraph 92 of the First Amended Complaint, the
12 allegations in this paragraph are argument and/or conclusions of law that require
13 no answer. To the extent a response from Defendants is required, Defendants
14 deny the allegations therein, and specifically deny that the SAMP Act has any
15 application to Defendants and/or their operations.

16 93. Answering Paragraph 93 of the First Amended Complaint, the
17 allegations in this paragraph are argument and/or conclusions of law that require
18 no answer. To the extent a response from Defendants is required, Defendants
19 deny the allegations therein, and specifically deny that the SAMP Act has any
20 application to Defendants and/or their operations.

21 94. Answering Paragraph 94 of the First Amended Complaint, the
22 allegations in this paragraph are argument and/or conclusions of law that require
23 no answer. To the extent a response from Defendants is required, Defendants
24 deny the allegations therein, and specifically deny that the SAMP Act has any
25 application to Defendants and/or their operations.

26 95. Answering Paragraph 95 of the First Amended Complaint, the
27 allegations in this paragraph are argument and/or conclusions of law that require
28 no answer. To the extent a response from Defendants is required, Defendants

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

3 96. Answering Paragraph 96 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein, and specifically deny that the SAMP Act has any
7 application to Defendants and/or their operations.

8 97. Answering Paragraph 97 of the First Amended Complaint, the
9 allegations in this paragraph are argument and/or conclusions of law that require
10 no answer. To the extent a response from Defendants is required, Defendants
11 deny the allegations therein, and specifically deny that the SAMP Act has any
12 application to Defendants and/or their operations.

13 98. Answering Paragraph 98 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein, and specifically deny that the SAMP Act has any
17 application to Defendants and/or their operations.

18 99. Answering Paragraph 99 of the First Amended Complaint, the
19 allegations in this paragraph are argument and/or conclusions of law that require
20 no answer. To the extent a response from Defendants is required, Defendants
21 deny the allegations therein, and specifically deny that the SAMP Act has any
22 application to Defendants and/or their operations.

23 100. Answering Paragraph 100 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein, and specifically deny that the SAMP Act has any
27 application to Defendants and/or their operations.
28

1 107. Answering Paragraph 107 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein.

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

9 109. Answering Paragraph 109 of the First Amended Complaint, the
10 allegations in this paragraph are argument and/or conclusions of law that require
11 no answer. To the extent a response from Defendants is required, Defendants
12 deny the allegations therein.

13 110. Answering Paragraph 110 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein.

17 111. Answering Paragraph 111 of the First Amended Complaint, the
18 allegations in this paragraph are argument and/or conclusions of law that require
19 no answer. To the extent a response from Defendants is required, Defendants
20 deny the allegations therein.

21 112. Answering Paragraph 112 of the First Amended Complaint, the
22 allegations in this paragraph are argument and/or conclusions of law that require
23 no answer. To the extent a response from Defendants is required, Defendants
24 deny the allegations therein.

25 113. Answering Paragraph 113 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

1 114. Answering Paragraph 114 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein.

5 **FOURTH CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW**

7 115. Answering Paragraph 115 of the First Amended Complaint,
8 Defendants incorporate their responses to each previous paragraph of this answer
9 as if fully set forth herein.

10 116. Answering Paragraph 116 of the First Amended Complaint, the
11 allegations in this paragraph are argument and/or conclusions of law that require
12 no answer. To the extent a response from Defendants is required, Defendants
13 deny the allegations therein.

14 117. Answering Paragraph 117 of the First Amended Complaint, the
15 allegations in this paragraph are argument and/or conclusions of law that require
16 no answer. To the extent a response from Defendants is required, Defendants
17 deny the allegations therein.

18 118. Answering Paragraph 118 of the First Amended Complaint, the
19 allegations in this paragraph are argument and/or conclusions of law that require
20 no answer. To the extent a response from Defendants is required, Defendants
21 deny the allegations therein.

22 119. Answering Paragraph 119 of the First Amended Complaint, the
23 allegations in this paragraph are argument and/or conclusions of law that require
24 no answer. To the extent a response from Defendants is required, Defendants
25 deny the allegations therein.

26 120. Answering Paragraph 120 of the First Amended Complaint, the
27 allegations in this paragraph are argument and/or conclusions of law that require
28

1 no answer. To the extent a response from Defendants is required, Defendants
2 deny the allegations therein.

3 121. Answering Paragraph 121 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein.

7 122. Answering Paragraph 122 of the First Amended Complaint, the
8 allegations in this paragraph are argument and/or conclusions of law that require
9 no answer. To the extent a response from Defendants is required, Defendants
10 deny the allegations therein.

11 123. Answering Paragraph 123 of the First Amended Complaint, the
12 allegations in this paragraph are argument and/or conclusions of law that require
13 no answer. To the extent a response from Defendants is required, Defendants
14 deny the allegations therein.

15 124. Answering Paragraph 124 of the First Amended Complaint, the
16 allegations in this paragraph are argument and/or conclusions of law that require
17 no answer. To the extent a response from Defendants is required, Defendants
18 deny the allegations therein.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF THE UNFAIR AND FRAUDULENT PRONGS OF**
21 **CALIFORNIA'S UNFAIR COMPETITION LAW**

22 125. Answering Paragraph 125 of the First Amended Complaint,
23 Defendants incorporate their responses to each previous paragraph of this answer
24 as if fully set forth herein.

25 126. Answering Paragraph 126 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

1 127. Answering Paragraph 127 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein.

5 128. Answering Paragraph 128 of the First Amended Complaint, the
6 allegations in this paragraph are argument and/or conclusions of law that require
7 no answer. To the extent a response from Defendants is required, Defendants
8 deny the allegations therein.

9 129. Answering Paragraph 129 of the First Amended Complaint, the
10 allegations in this paragraph are argument and/or conclusions of law that require
11 no answer. To the extent a response from Defendants is required, Defendants
12 deny the allegations therein.

13 130. Answering Paragraph 130 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein.

17 131. Answering Paragraph 131 of the First Amended Complaint, the
18 allegations in this paragraph are argument and/or conclusions of law that require
19 no answer. To the extent a response from Defendants is required, Defendants
20 deny the allegations therein.

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

25 133. Answering Paragraph 133 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

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

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

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

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

17 138. Answering Paragraph 138 of the First Amended Complaint, the
18 allegations in this paragraph are argument and/or conclusions of law that require
19 no answer. To the extent a response from Defendants is required, Defendants
20 deny the allegations therein.

21 139. Answering Paragraph 139 of the First Amended Complaint, the
22 allegations in this paragraph are argument and/or conclusions of law that require
23 no answer. To the extent a response from Defendants is required, Defendants
24 deny the allegations therein.

25 140. Answering Paragraph 140 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

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SIXTH CAUSE OF ACTION
VIOLATION OF THE UNLAWFUL PRONG OF CALIFORNIA’S
UNFAIR COMPETITION LAW

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

142. Answering Paragraph 142 of the First Amended 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.

143. Answering Paragraph 143 of the First Amended 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.

144. Answering Paragraph 144 of the First Amended 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.

145. Answering Paragraph 145 of the First Amended 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.

146. Answering Paragraph 146 of the First Amended 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.

147. Answering Paragraph 147 of the First Amended Complaint, the allegations in this paragraph are argument and/or conclusions of law that require

1 no answer. To the extent a response from Defendants is required, Defendants
2 deny the allegations therein.

3 148. Answering Paragraph 148 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein.

7 149. Answering Paragraph 149 of the First Amended Complaint, the
8 allegations in this paragraph are argument and/or conclusions of law that require
9 no answer. To the extent a response from Defendants is required, Defendants
10 deny the allegations therein.

11 150. Answering Paragraph 150 of the First Amended Complaint,
12 Defendants admit that Defendant Clients on Demand offered a “done for you”
13 service to its potential clients. As for the remaining allegations, Defendants deny
14 the allegations set forth therein, including that Plaintiff participated in the “done
15 for you” service.

16 151. Answering Paragraph 151 of the First Amended Complaint, the
17 allegations in this paragraph are argument and/or conclusions of law that require
18 no answer. To the extent a response from Defendants is required, Defendants
19 deny the allegations therein.

20 152. Answering Paragraph 152 of the First Amended Complaint, the
21 allegations in this paragraph are argument and/or conclusions of law that require
22 no answer. To the extent a response from Defendants is required, Defendants
23 deny the allegations therein.

24 153. Answering Paragraph 153 of the First Amended Complaint, the
25 allegations in this paragraph are argument and/or conclusions of law that require
26 no answer. To the extent a response from Defendants is required, Defendants
27 deny the allegations therein.
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1 154. Answering Paragraph 154 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein.

5 155. Answering Paragraph 155 of the First Amended Complaint, the
6 allegations in this paragraph are argument and/or conclusions of law that require
7 no answer. To the extent a response from Defendants is required, Defendants
8 deny the allegations therein.

9 156. Answering Paragraph 156 of the First Amended Complaint, the
10 allegations in this paragraph are argument and/or conclusions of law that require
11 no answer. To the extent a response from Defendants is required, Defendants
12 deny the allegations therein.

13 157. Answering Paragraph 157 of the First Amended Complaint, the
14 allegations in this paragraph are argument and/or conclusions of law that require
15 no answer. To the extent a response from Defendants is required, Defendants
16 deny the allegations therein.

17 158. Answering Paragraph 158 of the First Amended Complaint, the
18 allegations in this paragraph are argument and/or conclusions of law that require
19 no answer. To the extent a response from Defendants is required, Defendants
20 deny the allegations therein.

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

25 160. Answering Paragraph 160 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

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

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

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

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

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

19 166. Answering Paragraph 166 of the First Amended Complaint, the
20 allegations in this paragraph are argument and/or conclusions of law that require
21 no answer. To the extent a response from Defendants is required, Defendants
22 deny the allegations therein.

23 167. Answering Paragraph 167 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein.

27 168. Answering Paragraph 168 of the First Amended Complaint, the
28 allegations in this paragraph are argument and/or conclusions of law that require

1 no answer. To the extent a response from Defendants is required, Defendants
2 deny the allegations therein.

3 169. Answering Paragraph 169 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein.

7 170. Answering Paragraph 170 of the First Amended Complaint, the
8 allegations in this paragraph are argument and/or conclusions of law that require
9 no answer. To the extent a response from Defendants is required, Defendants
10 deny the allegations therein.

11 171. Answering Paragraph 171 of the First Amended Complaint, the
12 allegations in this paragraph are argument and/or conclusions of law that require
13 no answer. To the extent a response from Defendants is required, Defendants
14 deny the allegations therein.

15 172. Answering Paragraph 172 of the First Amended Complaint, the
16 allegations in this paragraph are argument and/or conclusions of law that require
17 no answer. To the extent a response from Defendants is required, Defendants
18 deny the allegations therein.

19 173. Answering Paragraph 173 of the First Amended Complaint, the
20 allegations in this paragraph are argument and/or conclusions of law that require
21 no answer. To the extent a response from Defendants is required, Defendants
22 deny the allegations therein.

23 174. Answering Paragraph 174 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein

27 175. Answering Paragraph 175 of the First Amended Complaint, the
28 allegations in this paragraph are argument and/or conclusions of law that require

1 no answer. To the extent a response from Defendants is required, Defendants
2 deny the allegations therein, and specifically deny that the SAMP Act apply to
3 Defendants and/or its operations.

4 176. Answering Paragraph 176 of the First Amended Complaint, the
5 allegations in this paragraph are argument and/or conclusions of law that require
6 no answer. To the extent a response from Defendants is required, Defendants
7 deny the allegations therein, and specifically deny that the SAMP Act apply to
8 Defendants and/or its operations.

9 **SEVENTH CAUSE OF ACTION**

10 **BREACH OF EXPRESS WARRANTY**

11 177. Answering Paragraph 177 of the First Amended Complaint,
12 Defendants admit that Plaintiff contracted with Defendant Clients on Demand for
13 an eight week program. Defendants otherwise deny all allegations set forth in
14 Paragraph 177 of the First Amended Complaint.

15 178. Answering Paragraph 178 of the First Amended Complaint, the
16 allegations in this paragraph are argument and/or conclusions of law that require
17 no answer. To the extent a response from Defendants is required, Defendants
18 deny the allegations therein.

19 179. Answering Paragraph 179 of the First Amended Complaint, the
20 allegations in this paragraph are argument and/or conclusions of law that require
21 no answer. To the extent a response from Defendants is required, Defendants
22 deny the allegations therein.

23 180. Answering Paragraph 180 of the First Amended Complaint, the
24 allegations in this paragraph are argument and/or conclusions of law that require
25 no answer. To the extent a response from Defendants is required, Defendants
26 deny the allegations therein.

27 181. Answering Paragraph 181 of the First Amended Complaint, the
28 allegations in this paragraph are argument and/or conclusions of law that require

1 no answer. To the extent a response from Defendants is required, Defendants
2 deny the allegations therein.

3 182. Answering Paragraph 182 of the First Amended Complaint, the
4 allegations in this paragraph are argument and/or conclusions of law that require
5 no answer. To the extent a response from Defendants is required, Defendants
6 deny the allegations therein.

7 183. Answering Paragraph 183 of the First Amended Complaint, the
8 allegations in this paragraph are argument and/or conclusions of law that require
9 no answer. To the extent a response from Defendants is required, Defendants
10 deny the allegations therein.

11 **EIGHTH CAUSE OF ACTION**

12 **BREACH OF CONTRACT**

13 184. Answering Paragraph 184 of the First Amended Complaint,
14 Defendants admit that Plaintiff contracted with Defendant Clients on Demand for
15 an eight week program. Defendants otherwise deny all allegations set forth in
16 Paragraph 184 of the First Amended Complaint.

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

21 186. Answering Paragraph 186 of the First Amended Complaint, the
22 allegations in this paragraph are argument and/or conclusions of law that require
23 no answer. To the extent a response from Defendants is required, Defendants
24 deny the allegations therein.

25 187. Answering Paragraph 187 of the First Amended Complaint, the
26 allegations in this paragraph are argument and/or conclusions of law that require
27 no answer. To the extent a response from Defendants is required, Defendants
28 deny the allegations therein.

1 188. Answering Paragraph 188 of the First Amended Complaint, the
2 allegations in this paragraph are argument and/or conclusions of law that require
3 no answer. To the extent a response from Defendants is required, Defendants
4 deny the allegations therein.

5 **ANSWER TO PRAYER FOR RELIEF**

6 189. Defendants deny that Plaintiff is entitled to any relief whatsoever,
7 denies that class treatment is appropriate in this action, and denies that
8 Defendants violated the SAMP Act or any other law.

9 **JURY DEMAND**

10 190. Defendants admit Plaintiff is demanding a trial by jury of this action,
11 as are Defendants.

12 BY WAY OF FURTHER ANSWER AND AFFIRMATIVE DEFENSES,
13 Defendants allege as follows:

14 **FIRST AFFIRMATIVE DEFENSE**

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

16 191. Plaintiff's First Amended Complaint fails to state facts sufficient to
17 constitute claims for relief on multiple bases. Defendants allege that Plaintiff has
18 failed to plead facts and circumstances sufficient to sustain its claims against
19 Defendants.

20 **SECOND AFFIRMATIVE DEFENSE**

21 **(Failure to Mitigate Damages)**

22 192. The First Amended Complaint and each cause of action contained
23 therein are barred because Plaintiff had a duty to take reasonable steps to mitigate
24 and/or avoid its alleged damages. Defendants, on information and belief, allege
25 that Plaintiff failed to take any steps to mitigate its damages or delayed
26 unreasonably in doing so. Had Plaintiff timely and diligently taken reasonable
27 steps to mitigate and/or avoid its alleged damages, such alleged damages, if any,
28 would have been reduced or avoided altogether.

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THIRD AFFIRMATIVE DEFENSE

(Unclean Hands)

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

FOURTH AFFIRMATIVE DEFENSE

(Act or Omission of Others)

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

FIFTH AFFIRMATIVE DEFENSE

(Excuse)

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

SIXTH AFFIRMATIVE DEFENSE

(Failure to Perform Conditions Precedent)

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

SEVENTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

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

EIGHTH AFFIRMATIVE DEFENSE

(No Actual Injury)

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

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TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unconstitutional Imposition of Punitive Damages)

212. 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)

213. 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.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to State Claim for Damages under the CLRA)

214. Plaintiff has not alleged facts demonstrating entitlement to damages under California’s Consumers Legal Remedies Act.

RESERVATION OF RIGHT TO AMEND

Defendants reserve the right to amend its answer and affirmative defenses. WHEREFORE, having fully answered Plaintiff’s First Amended 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 First Amended Complaint herein as against Defendants;

1 3. For an award of Defendants’ costs and attorneys' fees herein
2 incurred; and

3 4. For such further and other relief and the Court deems fair and just.
4

5 DATED: October 30, 2024 MEYLAN DAVITT JAIN AREVIAN & KIM LLP

7 By: /s/ Raymond B. Kim

8 Raymond B. Kim
9 D. Damon Willens
10 Michael N. Jones
11 Attorneys for Defendants CLIENTS ON
12 DEMAND, LLC and RUSSELL RUFFINO

13 **DEMAND FOR JURY TRIAL**

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

17 DATED: October 30, 2024 MEYLAN DAVITT JAIN AREVIAN & KIM LLP

19 By: /s/ Raymond B. Kim

20 Raymond B. Kim
21 D. Damon Willens
22 Michael N. Jones
23 Attorneys for Defendants CLIENTS ON
24 DEMAND, LLC and RUSSELL RUFFINO
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