1 2 3 4 5 6 7	Peter E. Garrell, Esq. (SBN 155177) pgarrell@fortislaw.com John M. Kennedy, Esq. (SBN 156009) jkennedy@fortislaw.com FORTIS LLP 650 Town Center Drive, Suite 1530 Costa Mesa, CA 92626 Telephone: (714) 839-3800 Facsimile: (714) 795-2995 Attorneys for Defendant WOODBURY UNIVERSITY	CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles APR 0 8 2021 Sherri R. Carter, Executive Officer/Clerk of Court	
8	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA	
- 9	COUNTY OF LOS ANGEL	ES – CENTRAL DISTRICT	
10			
11	ARTHUR BAGDASARYAN, on behalf of himself and all others similarly situated,) Case No. 20STCV25666	
12	Plaintiffs,	 Assigned for All Purposes to the Hon. Amy D. Hogue in Department 7 	
13	VS.) DEFENDANTWOODBURY	
14	WOODBURY UNIVERSITY, a California corporation; and DOES 1 to 100, inclusive,	 DEFENDANT WOODBONT UNIVERSITY'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT) 	
15			
16	Defendants.)	
17 18) Trial: Not Set _) Date Action Filed: July 6, 2020	
18	Defendant WOODBURY UNIVERSITY ("D	efendant" or "Woodbury") hereby answers the First	
20	Amended Class Action Complaint ("FAC") filed by H		
21	in the above-referenced action as follows:	· · · · · · · · · · · · · · · · · · ·	
22	GENERA	L DENIAL	
23	Pursuant to the provisions of the Californi	a Code of Civil Procedure section 431.30(d),	
24	and every allegation contained in the SAC. In		
 addition, Defendant denies that Plaintiff has sustained, or will sustain manner or amount alleged, or otherwise, or is entitled to any penalties of any act or omission, or any other conduct or absence thereof on the 		ned, or will sustain, any loss or damage in the	
		tled to any penalties or any other relief, by reason	
		ence thereof on the part of Defendant.	
28			
		Case No. 20STCV25666	

• •

DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

1	AFFIRMATIVE AND OTHER DEFENSES		
2	Defendant asserts the following affirmative and other defenses, which it designates,		
3	collectively, as "affirmative defenses." Defendant's designation of its defenses as "affirmative" is		
4	not intended in any way to alter Plaintiff's burden of proof with regard to any element of his causes		
5	of action. Defendant also expressly denies the existence of any alleged putative group of persons		
6	that Plaintiff purports to represent in this lawsuit. Defendant incorporates (as if fully set forth		
7	herein) this express denial each and every time it references "Plaintiff."		
8	FIRST AFFIRMATIVE DEFENSE		
9	(Failure to State a Cause of Action)		
10	1. The FAC, and each purported cause of action alleged therein, fails to state any cause		
11	of action upon which any relief may be granted against Defendant.		
12	SECOND AFFIRMATIVE DEFENSE		
13	(Waiver and Estoppel)		
14	2. The FAC, and each purported cause of action alleged therein, is barred, in whole or		
15	in part, by the doctrines of waiver and estoppel.		
16	THIRD AFFIRMATIVE DEFENSE		
17	(Unclean Hands)		
18	3. The FAC, and each purported cause of action alleged therein, is barred by the		
19	doctrine of unclean hands.		
20	FOURTH AFFIRMATIVE DEFENSE		
21	(Release)		
22	4. The FAC, and each purported cause of action alleged therein, is barred, in whole or		
23	in part, by release of the asserted claims.		
24	FIFTH AFFIRMATIVE DEFENSE		
25	(Laches)		
26	5. The FAC, and each purported cause of action alleged therein, is barred by the		
27	doctrine of laches.		
28	2 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	SIXTH AFFIRMATIVE DEFENSE		
2	(Lack of Injury and Damages)		
3	6. The FAC, and each purported cause of action alleged therein, is barred, in whole or		
4	in part, due to a lack of any cognizable injury or damages legally compensable at law.		
5	SEVENTH AFFIRMATIVE DEFENSE		
6	(Lack of Standing)		
7	7. The FAC, and each purported cause of action alleged therein, is barred to the extent		
8	that Plaintiff lacks standing to assert the claims alleged therein.		
9	EIGHTH AFFIRMATIVE DEFENSE		
0	(Causation)		
1	8. Defendant's alleged conduct was neither the cause in fact nor the proximate cause of		
2	any damages alleged, which damages Defendant denies, barring any recovery against Defendant on		
3	the FAC, and each purported cause of action alleged therein.		
4	NINTH AFFIRMATIVE DEFENSE		
5	(Lack of Reliance)		
6	9. The FAC, and each purported cause of action alleged therein, is barred in whole or		
7	in part, because Plaintiff and the members of the purported class did not justifiably rely on any		
8	alleged statement or omission by Defendant.		
9	TENTH AFFIRMATIVE DEFENSE		
0	(Equity)		
1	10. The FAC, and each purported cause of action alleged therein, is barred in whole or		
2	in part, based on principles of equity.		
3	ELEVENTH AFFIRMATIVE DEFENSE		
4	(Statutes of Limitations)		
5	11. The FAC, and each purported cause of action alleged therein, is barred by the		
6	applicable statutes of limitations, including without limitation those set forth in Code of Civil		
7	Procedure sections 337, 338, 339, and Business & Professions Code section 17208.		
8	<u>Case No. 20STCV25666</u>		
	DEFENDANT 5 ANSWER TO PLAINTIFF 5 FIRST AMENDED CLASS ACTION COMPLAINT		
7	Procedure sections 337, 338, 339, and Business & Professions Code section 17208.		

1	TWELFTH AFFIRMATIVE DEFENSE		
2	(Non-actionable Statement)		
3	12. The FAC, and each purported cause of action alleged therein, is barred in whole or		
4	in part, to the extent that it is based on a non-actionable statement.		
5	THIRTEENTH AFFIRMATIVE DEFENSE		
6	(Failure to Mitigate)		
7	13. The FAC, and each purported cause of action alleged therein, is barred in whole or		
8	in part, due to Plaintiff's failure to mitigate damages.		
9	FOURTEENTH AFFIRMATIVE DEFENSE		
10	(Adequate Remedy at Law)		
11	14. Plaintiff and the putative Class are not entitled to the relief sought, in whole or in		
12	part, because an adequate remedy at law exists.		
13	FIFTEENTH AFFIRMATIVE DEFENSE		
14	(Plaintiff and Third-Party Fault)		
15	15. The FAC, and each purported cause of action alleged therein, is barred, in whole or		
16	in part, because the alleged injuries or damages complained of by Plaintiff and/or members of the		
17	putative Class, if there actually were any, were caused by the negligent, reckless or willful or		
18	otherwise wrongful acts or omissions of Plaintiff and/or third parties over whom Defendant had no		
19	control or right of control.		
20	SIXTEENTH AFFIRMATIVE DEFENSE		
21	(Intervening and Superseding Cause)		
22	16. The FAC, and each purported cause of action alleged therein, is barred, in whole or		
23	in part, because the alleged injuries or damages complained of by Plaintiff and/or members of the		
24	purported class, if there actually were any, were caused by the intervening and superseding events		
25	and/or actions of persons or entities other than Defendant.		
26			
27			
28	4 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	SEVENTEENTH AFFIRMATIVE DEFENSE		
2	(Knowledge, Acquiescence, Ratification and Consent)		
3	17. The FAC, and each purported cause of action alleged therein, is barred to the extent		
4	that Plaintiff, or his agents, employees or principals, had knowledge of, acquiesced in, approved of,		
5	ratified and/or consented to any alleged conduct of Defendant, or any alleged conduct of any other		
6	parties or third parties.		
7	EIGHTEENTH AFFIRMATIVE DEFENSE		
8	(Assumption of Risk)		
9	18. Any damage or injury allegedly suffered by Plaintiff was caused by risk of which		
10	Plaintiff and its agents, employees or principals were aware and voluntarily assumed.		
11	NINETEENTH AFFIRMATIVE DEFENSE		
12	(Good Faith and Due Diligence)		
13	19. The FAC, and each purported cause of action alleged therein, is barred to the extent		
14	that Defendant acted in good faith, and with due diligence, and did not commit or induce any act		
15	upon which liability to Plaintiff, or any other person or entity can be predicated.		
16	TWENTIETH AFFIRMATIVE DEFENSE		
17	(Reasonable Justification)		
18	20. If and to the extent that any of the alleged wrongful acts set forth in the FAC		
19	occurred, which Defendant expressly denies, any and all such acts, as alleged by Plaintiff, were		
20	reasonably justified.		
21	TWENTY-FIRST AFFIRMATIVE DEFENSE		
22	(No Duty to Disclose)		
23	21. Defendant owed no duty to disclose to Plaintiff or the putative Class the information		
24	allegedly omitted.		
25			
26			
27			
28	5 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	TWENTY-SECOND AFFIRMATIVE DEFENSE		
2	(Business Practices Non-Actionable)		
3	22. Defendant's business practices are not unfair, unlawful, or likely to mislead the		
4	reasonable consumer.		
5	TWENTY-THIRD AFFIRMATIVE DEFENSE		
6	(Safe Harbor)		
7	23. Defendant's business practices are not unfair, unlawful, or likely to mislead because		
8	its conduct falls within a safe harbor created by law.		
9	TWENTY-FOURTH AFFIRMATIVE DEFENSE		
10	(Indemnity)		
11	24. The FAC, and each purported cause of action alleged therein, is barred by the		
12	principles of total and/or equitable and/or implied indemnity, to the extent that any damages, loss,		
13	or harm alleged by Plaintiff are the result of acts or omissions of persons, firms, corporations or		
14	entities other than Defendant, and such other parties are therefore obligated to indemnify and hold		
15	harmless Defendant for any damages, loss or harm alleged by Plaintiff.		
16	TWENTY-FIFTH AFFIRMATIVE DEFENSE		
17	(Reasonable Justification)		
18	25. If and to the extent that any of the alleged wrongful acts set forth in the FAC		
19	occurred, which Defendant expressly denies, any and all such acts, as alleged by Plaintiff, were		
20	reasonably justified.		
21	TWENTY-SIXTH AFFIRMATIVE DEFENSE		
22	(Privilege)		
23	26. If and to the extent that any of the alleged wrongful acts set forth in the FAC		
24	occurred, which Defendant expressly denies, any and all such acts were privileged.		
25			
26			
27			
28	6 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	TWENTY-SEVENTH AFFIRMATIVE DEFENSE		
2	(No Duty and No Breach of Duty)		
3	27. The FAC, and each purported cause of action alleged therein, is barred to the extent		
4	that Defendant owed no duty to Plaintiff, and to the extent that Defendant acted with good cause		
5	and without any breach of duty or obligation to Plaintiff.		
6	TWENTY-EIGHTH AFFIRMATIVE DEFENSE		
7	(Excuse)		
8	28. The FAC, and each purported cause of action alleged therein, is barred to the extent		
9	that Defendant was legally excused from performing any purported obligations or duties to		
10	Plaintiff.		
11	TWENTY-NINTH AFFIRMATIVE DEFENSE		
12	(Mistake)		
13	29. The FAC, and each purported cause of action alleged therein, is barred to the extent		
14	that there was a unilateral or mutual mistake.		
15	THIRTIETH AFFIRMATIVE DEFENSE		
16	(Offset/Set-Off)		
17	30. The FAC, and each purported cause of action alleged therein, is barred in whole or		
18	in part by the doctrine of offset or set-off.		
19	THIRTY-FIRST AFFIRMATIVE DEFENSE		
20	(Lack of Mutual Assent/Meeting of the Minds)		
21	31. The FAC, and each purported cause of action alleged therein, is barred to the extent		
22	that there was no mutual assent and/or of the minds with respect to one or more of the alleged		
23	agreement(s).		
24	///		
25	///		
26	///		
27	///		
28	7 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	THIRTY-SECOND AFFIRMATIVE DEFENSE		
2	(Failure of Conditions Precedent)		
3	32. The FAC, and each purported cause of action alleged therein, is barred in whole or		
4	in part, to the extent that Plaintiff or others failed to perform any conditions precedent, including		
5	any contractual obligations imposed upon him.		
6	THIRTY-THIRD AFFIRMATIVE DEFENSE		
7	(Failure of Conditions Subsequent)		
8	33. The FAC, and each purported cause of action alleged therein, is barred in whole or		
9	in part, to the extent that Plaintiff or others failed to perform any conditions subsequent, including		
10	any contractual obligations imposed upon or required of Plaintiff.		
11	THIRTY-FOURTH AFFIRMATIVE DEFENSE		
12	(Statute of Frauds)		
13	34. The FAC, and each purported cause of action alleged therein, is barred in whole or		
14	in part, by the statute of frauds.		
15	THIRTY-FIFTH AFFIRMATIVE DEFENSE		
16	(Parol Evidence Rule)		
17	35. The FAC, and each purported cause of action alleged therein, is barred in whole or		
18	in part, by the parol evidence rule.		
19	THIRTY-SIXTH AFFIRMATIVE DEFENSE		
20	(Impossibility/Impracticability of Performance/Frustration)		
21	36. The FAC, and each purported cause of action alleged therein, is barred in whole or		
22	in part, by the doctrines of impossibility, impracticability of performance and/or frustration.		
23	THIRTY-SEVENTH AFFIRMATIVE DEFENSE		
24	(Lack of Consideration)		
25	37. The FAC, and each purported cause of action alleged therein, is barred in whole or		
26	in part, due to lack of consideration.		
27			
28	8 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	THIRTY-EIGHTH AFFIRMATIVE DEFENSE		
2	(Inadequate Consideration)		
3	38. The FAC, and each purported cause of action alleged therein, is barred in whole or		
4	in part, due to inadequate consideration.		
5	THIRTY-NINTH AFFIRMATIVE DEFENSE		
6	(Failure to Name Indispensable Party)		
7	39. The FAC, and each cause of action alleged therein, is barred because Plaintiff failed		
8	to join an indispensable party to this action.		
9	FORTIETH AFFIRMATIVE DEFENSE		
10	(Accord and Satisfaction)		
11	40. The claims alleged by Plaintiff on behalf of himself and/or the alleged putative		
12	group he purports to represent are barred, in whole or in part, by the doctrine of accord and		
13	satisfaction.		
14	FORTY-FIRST AFFIRMATIVE DEFENSE		
15	(Voluntary Payments Doctrine)		
16	41. The claims alleged by Plaintiff on behalf of himself and/or the alleged putative		
17	group he purports to represent are barred, in whole or in part, by the voluntary payments doctrine.		
18	FORTY-SECOND AFFIRMATIVE DEFENSE		
19	(Class Action - Certification Prerequisites)		
20	42. Plaintiff cannot satisfy the prerequisites for class certification and therefore cannot		
21	represent the interests of others.		
22	FORTY-THIRD AFFIRMATIVE DEFENSE		
23	(Class Action - Standing)		
24	43. Plaintiff lacks standing to assert the legal rights or interests of others.		
25	///		
26	///		
27	///		
28	<u>9</u> Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

FORTY-FOURTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Predominance)		
44. The types of claims alleged by Plaintiff on behalf of himself and/or the alleged		
putative group he purports to represent are matters in which individual questions dominate and thus		
are not appropriate for class treatment.		
FORTY-FIFTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Numerosity)		
45. The alleged putative group that Plaintiff purports to represent is not so numerous		
that joinder is impossible.		
FORTY-SIXTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Commonality)		
46. Plaintiff is not similarly situated to other potential members of the alleged putative		
group he purports to represent and thus is an inadequate representative of the alleged putative		
group.		
FORTY-SEVENTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Typicality)		
47. Certain interests of the alleged putative group are in conflict with the interests of all		
or certain subgroups of the members of the putative group.		
9 FORTY-EIGHTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Superiority)		
48. Plaintiff has not shown and cannot show that class treatment of the purported causes		
of action in his FAC is superior to other methods of adjudicating the controversy.		
FORTY-NINTH AFFIRMATIVE DEFENSE		
(Class Action - Lack of Manageability)		
49. The FAC and each purported cause of action alleged therein, cannot proceed as a		
purported class because of difficulties likely to be encountered that render the action		
unmanageable.		
10 Case No. 20STCV25666		
DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	FIFTIETH AFFIRMATIVE DEFENSE		
2	(Class Action - Violation of Due Process)		
3	50. Certification of a class, as applied to the facts and circumstances of this case, would		
4	constitute a denial of Defendant's due process rights, both substantive and procedural, in violation		
5	of the Fourteenth Amendment to the United States Constitution and the California Constitution.		
6	Defendant reserves the right to amend its Answer upon further investigation and discovery of facts		
7	supporting this defense.		
8	FIFTY-FIRST AFFIRMATIVE DEFENSE		
9	(Speculative Damages)		
10	51. Plaintiff and the putative Class's claims are barred, in whole or in part, because the		
11	damages sought are too speculative and remote.		
12	FIFTY-SECOND AFFIRMATIVE DEFENSE		
13	(Unjust Enrichment)		
14	52. Plaintiff's claims are barred by the doctrine of unjust enrichment in that, if Plaintiff		
15	were allowed to recover on his claims, he would be unjustly enriched and would obtain benefits in		
16	excess of any alleged damages incurred by him, which damages Defendant expressly denies.		
17	FIFTY-THIRD AFFIRMATIVE DEFENSE		
18	(Reservation of Rights re: Additional Affirmative Defenses)		
19	53. Defendant reserves the right to allege further affirmative defenses as they may		
20	become known through the course of discovery and/or further legal analysis.		
21			
22	WHEREFORE, Defendant requests that the Court enter judgment in its favor and against		
23	Plaintiff as follows:		
24	1. That Plaintiff and the purported class of individuals he claims to represent take		
25	nothing by the FAC and for a dismissal with prejudice of the FAC and all causes of action		
26	contained therein;		
27			
28	11 Case No. 20STCV25666		
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT		

1	2. That Defendant be awarded its costs of suit incurred herein, including reasonable		
2	attorneys' fe	ees; and	
3	3.	For such other and further relief a	s the Court may deem proper and just.
4			
5	5 Dated: April 8, 2021 FORTIS LLP		RTIS LLP
6			
7		By	<u>/s/ Potor & Garroll</u> Peter E. Garrell
8			Peter E. Garrell John M. Kennedy
9			Peter E. Garrell John M. Kennedy Attorneys for Defendant WOODBURY UNIVERSITY
10			
11			
12			
13			
14			
15			
16			
17			
18			
19 20			
20 21			
21			
22			
24			
25			
26			
27			
28			12 Case No. 20STCV25666
-	- <u></u>	DEFENDANT'S ANSWER TO PLAINTIFF'S	12 Case No. 20STCV25666 FIRST AMENDED CLASS ACTION COMPLAINT

1	PROOF OF SERVICE
2 3	I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 650 Town Center Drive, Suite 1530, Costa Mesa, California 92626. On April 8, 2021, I served the within document(s) described as:
4	DEFENDANT WOODBURY UNIVERSITY'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT
5 6	on the interested parties in this action as stated below:
7	Attorneys for Plaintiff Arthur Bagdasaryan:
8 9 10 11 12 13	Carney R. Shegerian, Esq. Anthony Nguyen, Esq. Cheryl A. Kenner, Esq. SHEGERIAN & ASSOCIATES, INC. 145 S. Spring St., Suite 400 Los Angeles, CA 90012 Tel: (310) 860-0770 Fax: (310) 860-0771 <i>cshegerian@shegerianlaw.com</i> <i>anguyen@shegerianlaw.com</i> <i>ckenner@shegerianlaw.com</i>
14 15 16 17 18	 BY ELECTRONIC TRANSMISSION VIA CASE ANYWHERE: I caused said document(s) to be sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in the Court's Order Authorizing Electronic Service dated September 11, 2020. BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth above. I am readily familiar with this firm's practice for collection
19 20 21 22 23	 and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in affidavit. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
23 24	Executed on April 8, 2021, at Costa Mesa, California.
25	Lisa Dancel /s/ Lisa Dancel
26 27 28	(Type or print name) (Signature)
	Case No. 20STCV25666
	DEFENDANT'S ANSWER TO PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT