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Superior Court of California
County of Los Angeles

APR 08 2021

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Attorneys for Defendant
WOODBURY UNIVERSITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ARTHUR BAGDASARYAN, on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

WOODBURY UNIVERSITY, a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 20STCV25666

*Assigned for All Purposes to the
Hon. Amy D. Hogue in Department 7*

**DEFENDANTWOODBURY
UNIVERSITY'S ANSWER TO
PLAINTIFF'S FIRST AMENDED CLASS
ACTION COMPLAINT**

Trial: Not Set
Date Action Filed: July 6, 2020

Defendant WOODBURY UNIVERSITY ("Defendant" or "Woodbury") hereby answers the First Amended Class Action Complaint ("FAC") filed by Plaintiff ARTHUR BAGDASARYAN ("Plaintiff") in the above-referenced action as follows:

GENERAL DENIAL

Pursuant to the provisions of the California Code of Civil Procedure section 431.30(d), Defendant denies generally and specifically each and every allegation contained in the SAC. In addition, Defendant denies that Plaintiff has sustained, or will sustain, any loss or damage in the manner or amount alleged, or otherwise, or is entitled to any penalties or any other relief, by reason of any act or omission, or any other conduct or absence thereof on the part of Defendant.

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.

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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.

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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.

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).

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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;

1 2. That Defendant be awarded its costs of suit incurred herein, including reasonable
2 attorneys' fees; and

3 3. For such other and further relief as the Court may deem proper and just.
4

5 Dated: April 8, 2021

FORTIS LLP

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8 By: /s/ Peter E. Garrell
9 Peter E. Garrell
10 John M. Kennedy
11 Attorneys for Defendant
12 WOODBURY UNIVERSITY
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1 **PROOF OF SERVICE**

2 I am employed in the County of Orange, State of California. I am over the age of 18 and
3 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**
5 **AMENDED CLASS ACTION COMPLAINT**

6 on the interested parties in this action as stated below:

7 *Attorneys for Plaintiff Arthur Bagdasaryan:*

8 Carney R. Shegerian, Esq.
9 Anthony Nguyen, Esq.
10 Cheryl A. Kenner, Esq.
11 SHEGERIAN & ASSOCIATES, INC.
12 145 S. Spring St., Suite 400
13 Los Angeles, CA 90012
14 Tel: (310) 860-0770
Fax: (310) 860-0771
cshegerian@shegerianlaw.com
anguyen@shegerianlaw.com
ckenner@shegerianlaw.com

15 ☒ BY ELECTRONIC TRANSMISSION VIA CASE ANYWHERE: I caused said
16 document(s) to be sent to the parties listed on the Electronic Service List maintained by
17 Case Anywhere in the manner set forth in the Court's Order Authorizing Electronic Service
dated September 11, 2020.

18 ☐ BY MAIL: By placing a true copy of the foregoing document(s) in a sealed envelope
19 addressed as set forth above. I am readily familiar with this firm's practice for collection
20 and processing of correspondence for mailing. Under that practice it would be deposited
21 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.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on April 8, 2021, at Costa Mesa, California.

25 Lisa Dancel
26 (Type or print name)

/s/ *Lisa Dancel*

(Signature)