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9 Credit Bureau Connection, Inc.

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

SUNG GON KANG, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CREDIT BUREAU CONNECTION,
INC.,

Defendant.

Case No.: 1:18-CV-01359-AWI-SKO

Assigned: Honorable Anthony W. Ishii

Magistrate: Sheila K. Oberto

**DEFENDANT CREDIT BUREAU
CONNECTION INC.'S ANSWER
TO PLAINTIFF'S COMPLAINT
AND REQUEST FOR JURY TRIAL**

Complaint Filed 10/2/2018

Defendant Credit Bureau Connection Inc. (hereinafter referred to as "CBC")
by and through counsel of record files this Answer to the Complaint (hereinafter
referred to as "Complaint") of Plaintiff, Sung Gon Kang ("Plaintiff") and alleges as
follows:

1. In answer to ¶1 of Complaint, CBC denies it is governed by the Fair
Credit Reporting Act ("FRCA") and/or the California Consumer Credit Reporting

1 Agencies Act (“CCRAA”) and/or violated any sections therein. As to the remaining
2 allegations therein, CBC is without knowledge or information to form a belief
3 concerning the allegations contained therein, and on that basis, denies each and
4 every allegation contained therein.

5 2. In answer to ¶2 of the Complaint, CBC denies each and every
6 allegation contained therein.

7 3. In answer to ¶ 3 of the Complaint, CBC denies each and every
8 allegation contained therein.

9 4. In answer to ¶ 4 of the Complaint, CBC denies each and every
10 allegation contained therein.

11 5. In answer to ¶ 5 of the Complaint, CBC admits to the Jurisdiction of
12 the court. CBC denies the remaining allegations of ¶ 5 of the Complaint.

13 6. In answer to ¶ 6 of the Complaint, CBC admits to the Venue of the
14 court. CBC denies the remaining allegations of ¶ 6 of the Complaint.

15 7. In answer to ¶ 7 of the Complaint CBC is presently without information
16 sufficient to definitely confirm the truth of the allegation of ¶ 7 of the Complaint,
17 and on that basis denies the allegations.

18 8. In answer to ¶ 8 of the Complaint CBC admits it is a corporation with
19 its principal place of business located at 575 East Locust Avenue in Fresno,
20 California. CBC denies the remaining allegations of ¶ 8 of the Complaint.

21 9. In answer to ¶ 9 of the Complaint CBC is presently without information
22 sufficient to definitely confirm the truth of the allegation of ¶ 9 of the Complaint,
23 and on that basis denies the allegations.

24 10. In answer to ¶ 10 of the Complaint CBC is presently without
25 information sufficient to definitely confirm the truth of the allegation of ¶ 10 of the
26 Complaint, and on that basis denies the allegations.

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1 11. In answer to ¶ 11 of the Complaint CBC is presently without
2 information sufficient to definitely confirm the truth of the allegation of ¶ 11 of the
3 Complaint, and on that basis denies the allegations.

4 12. In answer to ¶ 12 of the Complaint CBC is presently without
5 information sufficient to definitely confirm the truth of the allegation of ¶ 12 of the
6 Complaint, and on that basis denies the allegations.

7 13. In answer to ¶ 13 of the Complaint CBC is presently without
8 information sufficient to definitely confirm the truth of the allegation of ¶ 13 of the
9 Complaint, and on that basis denies the allegations.

10 14. In answer to ¶ 14 of the Complaint CBC is presently without
11 information sufficient to definitely confirm the truth of the allegation of ¶ 14 of the
12 Complaint, and on that basis denies the allegations.

13 15. In answer to ¶ 15 of the Complaint CBC is presently without
14 information sufficient to definitely confirm the truth of the allegation of ¶ 15 of the
15 Complaint, and on that basis denies the allegations.

16 16. In answer to ¶ 16 of the Complaint CBC is presently without
17 information sufficient to definitely confirm the truth of the allegation of ¶ 16 of the
18 Complaint, and on that basis denies the allegations.

19 17. In answer to ¶ 17 of the Complaint CBC is presently without
20 information sufficient to definitely confirm the truth of the allegation of ¶ 17 of the
21 Complaint, and on that basis denies the allegations.

22 18. In answer to ¶ 18 of the Complaint CBC is presently without
23 information sufficient to definitely confirm the truth of the allegation of ¶ 18 of the
24 Complaint, and on that basis denies the allegations.

25 19. In answer to ¶ 19 of the Complaint CBC is presently without
26 information sufficient to definitely confirm the truth of the allegation of ¶ 19 of the
27 Complaint, and on that basis denies the allegations.

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1 20. In answer to ¶ 20 of the Complaint CBC is presently without
2 information sufficient to definitely confirm the truth of the allegation of ¶ 20 of the
3 Complaint, and on that basis denies the allegations.

4 21. In answer to ¶ 21 of the Complaint CBC is presently without
5 information sufficient to definitely confirm the truth of the allegation of ¶ 21 of the
6 Complaint, and on that basis denies the allegations.

7 22. In answer to ¶ 22 of the Complaint CBC is presently without
8 information sufficient to definitely confirm the truth of the allegation of ¶ 22 of the
9 Complaint, and on that basis denies the allegations.

10 23. In answer to ¶ 23 of the Complaint CBC is presently without
11 information sufficient to definitely confirm the truth of the allegation of ¶ 23 of the
12 Complaint, and on that basis denies the allegations.

13 24. In answer to ¶ 24 of the Complaint CBC is presently without
14 information sufficient to definitely confirm the truth of the allegation of ¶ 24 of the
15 Complaint, and on that basis denies the allegations.

16 25. In answer to ¶ 25 of the Complaint CBC is presently without
17 information sufficient to definitely confirm the truth of the allegation of ¶ 25 of the
18 Complaint, and on that basis denies the allegations.

19 26. In answer to ¶ 26 of the Complaint CBC admits it posted on its website
20 "a recognized industry leader in credit reporting and compliance solutions" and "the
21 Automotive, RV, Motorcycle, Marine, Power Sports industries including
22 Automotive Lenders, and Brokers." CBC denies the remaining allegations of ¶ 26
23 of the Complaint.

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

26 28. In answer to ¶ 28 of the Complaint, CBC denies each and every
27 allegation contained therein.
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1 29. In answer to ¶ 29 of the Complaint, CBC denies each and every
2 allegation contained therein.

3 30. In answer to ¶ 30 of the Complaint, CBC denies each and every
4 allegation contained therein.

5 31. In answer to ¶ 31 of the Complaint CBC is presently without
6 information sufficient to definitely confirm the truth of the allegation of ¶ 31 of the
7 Complaint, and on that basis denies the allegations.

8 32. In answer to ¶ 32 of the Complaint CBC admits it posted on its website
9 in 2016 "Are you aware that if you do not run an OF AC (Office of Foreign Assets
10 Control) search on everyone you sell a car to (cash or finance) and they are found to
11 be on the FBI's list of known terrorists, drug lords, wanted criminals, etc. you can
12 face up to \$10,000,000 (that's 10 Million) in fines and possible prison time? That's
13 only one of the six main compliance requirements that ALL automotive, marine,
14 motorcycle, RV dealers, along with brokers, independent lenders, and others MUST
15 comply to if you do business in the United States. More and more dealers across the
16 country are being audited by federally funded FTC or Office of Consumer Credit
17 Commissioner auditors. Don't put yourself, your employees, and your business at
18 risk.

19 Contact us today. We can help!" CBC denies the remaining allegations of ¶
20 32 of the Complaint.

21 33. In answer to ¶ 33 of the Complaint CBC admits it posted on its website
22 in 2016, "The Patriot Act of 2001 requires auto dealers to screen all transactions
23 against the Office of Foreign Asset Control (OF AC) database for Specially
24 Designated Nationals (SDN). CBC can provide automatic OFAC checking with the
25 credit report as well as a Free OFAC Name Search utility. Non-compliance with this
26 law may include fines of up to \$1,000,000 per occurrence and possible
27 imprisonment. CBC's Free OFAC checking solution simplifies this compliance
28 requirement." CBC denies the remaining allegations of ¶ 33 of the Complaint.

1 34. In answer to ¶ 34 of the Complaint CBC admits it posted on its website
2 in 2017, “Are you aware that if you do not run an OFAC (Office of Foreign Assets
3 Control) search on everyone you sell a car to (cash or finance) and they are found to
4 be on the FBI’s list of known terrorists, drug lords, wanted criminals, etc. you can
5 face up to \$10,000,000 (that’s 10 Million) in fines and possible prison time? Don’t
6 put yourself, your employees, and your business at risk. Take our free compliance
7 assessment quiz. If all the questions are not a confident YES, contact us today. We
8 can help!” CBC denies the remaining allegations of ¶ 34 of the Complaint.

9 35. In answer to ¶ 35 of the Complaint CBC is presently without
10 information sufficient to definitely confirm the truth of the allegation of ¶ 35 of the
11 Complaint, and on that basis denies the allegations.

12 36. In answer to ¶ 36 of the Complaint CBC is presently without
13 information sufficient to definitely confirm the truth of the allegation of ¶ 36 of the
14 Complaint, and on that basis denies the allegations.

15 37. In answer to ¶ 37 of the Complaint CBC is presently without
16 information sufficient to definitely confirm the truth of the allegation of ¶ 37 of the
17 Complaint, and on that basis denies the allegations.

18 38. In answer to ¶ 38 of the Complaint CBC is presently without
19 information sufficient to definitely confirm the truth of the allegation of ¶ 38 of the
20 Complaint, and on that basis denies the allegations.

21 39. In answer to ¶ 37 of the Complaint CBC is presently without
22 information sufficient to definitely confirm the truth of the allegation of ¶ 37 of the
23 Complaint, and on that basis denies the allegations.

24 40. In answer to ¶ 40 of the Complaint, CBC denies each and every
25 allegation contained therein.

26 41. In answer to ¶ 41 of the Complaint, CBC denies each and every
27 allegation contained therein.
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1 42. In answer to ¶ 42 of the Complaint, CBC denies each and every
2 allegation contained therein.

3 43. In answer to ¶ 43 of the Complaint, CBC denies each and every
4 allegation contained therein.

5 44. In answer to ¶ 44 of the Complaint CBC is presently without
6 information sufficient to definitely confirm the truth of the allegation of ¶ 44 of the
7 Complaint, and on that basis denies the allegations.

8 45. In answer to ¶ 45 of the Complaint CBC is presently without
9 information sufficient to definitely confirm the truth of the allegation of ¶ 45 of the
10 Complaint, and on that basis denies the allegations.

11 46. In answer to ¶ 46 of the Complaint CBC denies Plaintiff “ordered a
12 consumer report regarding Plaintiff from Defendant, transmitting Plaintiff’s
13 personal identifying information to Defendant in the process.” As to the remaining
14 allegations CBC is presently without information sufficient to definitely confirm the
15 truth of these allegations of ¶ 46 of the Complaint, and on that basis denies the
16 allegations.

17 47. In answer to ¶ 47 of the Complaint, CBC denies each and every
18 allegation contained therein.

19 48. In answer to ¶ 48 of the Complaint, CBC denies each and every
20 allegation contained therein.

21 49. In answer to ¶ 49 of the Complaint, CBC denies each and every
22 allegation contained therein.

23 50. In answer to ¶ 50 of the Complaint CBC is presently without
24 information sufficient to definitely confirm the truth of the allegation of ¶ 50 of the
25 Complaint, and on that basis denies the allegations.

26 51. In answer to ¶ 51 of the Complaint CBC is presently without
27 information sufficient to definitely confirm the truth of the allegation of ¶ 51 of the
28 Complaint, and on that basis denies the allegations.

1 52. In answer to ¶ 52 of the Complaint CBC is presently without
2 information sufficient to definitely confirm the truth of the allegation of ¶ 52 of the
3 Complaint, and on that basis denies the allegations.

4 53. In answer to ¶ 53 of the Complaint CBC is presently without
5 information sufficient to definitely confirm the truth of the allegation of ¶ 53 of the
6 Complaint, and on that basis denies the allegations.

7 54. In answer to ¶ 54 of the Complaint CBC is presently without
8 information sufficient to definitely confirm the truth of the allegation of ¶ 54 of the
9 Complaint, and on that basis denies the allegations.

10 55. In answer to ¶ 55 of the Complaint CBC is presently without
11 information sufficient to definitely confirm the truth of the allegation of ¶ 55 of the
12 Complaint, and on that basis denies the allegations.

13 56. In answer to ¶ 56 of the Complaint CBC is presently without
14 information sufficient to definitely confirm the truth of the allegation of ¶ 54 of the
15 Complaint, and on that basis denies the allegations.

16 57. In answer to ¶ 57 of the Complaint CBC denies it “mailed to Plaintiff
17 from Defendant’s consumer relations center in Allen, Texas.” As to the remaining
18 allegations therein CBC is presently without information sufficient to definitely
19 confirm the truth of the remaining allegations of ¶ 57 of the Complaint, and on that
20 basis denies the allegations.

21 58. In answer to ¶ 58 of the Complaint CBC is presently without
22 information sufficient to definitely confirm the truth of the allegation of ¶ 58 of the
23 Complaint, and on that basis denies the allegations.

24 59. In answer to ¶ 59 of the Complaint CBC is presently without
25 information sufficient to definitely confirm the truth of the allegation of ¶ 59 of the
26 Complaint, and on that basis denies the allegations.

27 60. In answer to ¶ 60 of the Complaint, CBC denies “that Defendant had
28 prepared the consumer report provided to Reeves Honda.” As to the remaining

1 allegations therein, CBC is presently without information sufficient to definitely
2 confirm the truth of the remaining allegations of ¶ 60 of the Complaint, and on that
3 basis denies the allegations.

4 61. In answer to ¶ 61 of the Complaint, CBC denies it ever received any
5 alleged letter “Plaintiff wrote to Defendant.” As to the remaining allegations
6 therein, CBC is presently without information sufficient to definitely confirm the
7 truth of the remaining allegations of ¶ 61 of the Complaint, and on that basis denies
8 the allegations.

9 62. In answer to ¶ 62 of the Complaint, CBC denies it ever received any
10 alleged letter. As to the remaining allegations therein, CBC is presently without
11 information sufficient to definitely confirm the truth of the remaining allegations of
12 ¶ 62 of the Complaint, and on that basis denies the allegations.

13 63. In answer to ¶ 63 of the Complaint, CBC denies it ever received any
14 alleged letter. As to the remaining allegations therein, CBC is presently without
15 information sufficient to definitely confirm the truth of the remaining allegations of
16 ¶ 63 of the Complaint, and on that basis denies the allegations.

17 64. In answer to ¶ 64 of the Complaint, CBC denies each and every
18 allegation contained therein.

19 65. In answer to ¶ 65 of the Complaint, CBC denies it ever provided any
20 information to Plaintiff. As to the remaining allegations therein, CBC is presently
21 without information sufficient to definitely confirm the truth of the remaining
22 allegations of ¶ 65 of the Complaint, and on that basis denies the allegations.

23 66. In answer to ¶ 66 of the Complaint, CBC denies it ever provided any
24 information to Plaintiff.

25 67. In answer to ¶ 67 of the Complaint CBC is presently without
26 information sufficient to definitely confirm the truth of the allegation of ¶ 67 of the
27 Complaint, and on that basis denies the allegations.
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1 68. In answer to ¶ 68 of the Complaint CBC is presently without
2 information sufficient to definitely confirm the truth of the allegation of ¶ 68 of the
3 Complaint, and on that basis denies the allegations.

4 69. In answer to ¶ 69 of the Complaint CBC is presently without
5 information sufficient to definitely confirm the truth of the allegation of ¶ 69 of the
6 Complaint, and on that basis denies the allegations and also denies that Plaintiff has
7 sustained damage in any amount whatsoever.

8 70. In answer to ¶ 70 of the Complaint CBC denies it violated FCRA
9 §1681g(a). CBC is presently without information sufficient to definitely confirm
10 the truth of the remaining allegations of ¶ 70 of the Complaint, and on that basis
11 denies the allegations.

12 71. In answer to ¶ 71 of the Complaint CBC denies it violated CCRAA § §
13 1785 .10 and 1785.15. CBC is presently without information sufficient to definitely
14 confirm the truth of the remaining allegations of ¶ 71 of the Complaint, and on that
15 basis denies the allegations.

16 72. In answer to ¶ 72 of the Complaint CBC denies it violated FCRA §
17 1681 e(b). CBC is presently without information sufficient to definitely confirm the
18 truth of the remaining allegations of ¶ 72 of the Complaint, and on that basis denies
19 the allegations.

20 73. In answer to ¶ 73 of the Complaint CBC denies it violated CCRAA §
21 1785.14(b): CBC is presently without information sufficient to definitely confirm
22 the truth of the remaining allegations of ¶ 73 of the Complaint, and on that basis
23 denies the allegations.

24 74. In answer to ¶ 74 of the Complaint CBC is presently without
25 information sufficient to definitely confirm the truth of the allegation of ¶ 74 of the
26 Complaint, and on that basis denies the allegations.

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1 75. In answer to ¶ 75 of the Complaint CBC is presently without
2 information sufficient to definitely confirm the truth of the allegation of ¶ 75 of the
3 Complaint, and on that basis denies the allegations.

4 76. In answer to ¶ 76 of the Complaint CBC is presently without
5 information sufficient to definitely confirm the truth of the allegation of ¶ 76 of the
6 Complaint, and on that basis denies the allegations.

7 77. In answer to ¶ 77 of the Complaint CBC is presently without
8 information sufficient to definitely confirm the truth of the allegation of ¶ 77 of the
9 Complaint, and on that basis denies the allegations

10 78. In answer to ¶ 78 of the Complaint CBC is presently without
11 information sufficient to definitely confirm the truth of the allegation of ¶ 78 of the
12 Complaint, and on that basis denies the allegations.

13 79. In answer to ¶ 79 of the Complaint CBC denies it “has acted or refused
14 to act.” As to the remaining allegations contained therein CBC is presently without
15 information sufficient to definitely confirm the truth of the remaining allegations of
16 ¶ 79 of the Complaint, and on that basis denies the allegations.

17 80. In answer to ¶ 80 of the Complaint CBC denies each and every
18 allegation contained therein.

19 81. In answer to ¶ 81 of the Complaint CBC denies “the identity of the
20 Class member may be derived from Defendant’s records.” As to the remaining
21 allegations contained therein CBC is presently without information sufficient to
22 definitely confirm the truth of the remaining allegations of ¶ 81 of the Complaint,
23 and on that basis denies the allegations.

24 82. CBC incorporates by reference all of its preceding responses to the
25 Complaint as though fully set forth hereat.

26 83. In answer to ¶ 83 of the Complaint CBC denies each and every
27 allegation contained therein.

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1 relief;

2 3. CBC denies Plaintiff is entitled to a judgment in favor of Plaintiff and
3 the Classes and against Defendant for actual damages pursuant to 15
4 U.S.C. § 16810 as claimed in Section c of the prayer for relief;

5 4. CBC denies Plaintiff is entitled to a judgment in favor of Plaintiff
6 entering judgment in favor of Plaintiff and the Class and against
7 Defendant for damages of \$100 to \$5,000 pursuant to Cal. Civ. Code. §
8 1735 .31 as claimed in Section d of the prayer for relief;

9 5. CBC denies Plaintiff is entitled to injunctive relief under the CCRAA
10 as claimed in Section e of the prayer for relief;

11 6. CBC denies Plaintiff is entitled to awarding costs and reasonable
12 attorney's fees pursuant to 15 U.S.C. §§ 1681n and 16810, and Cal.
13 Civ. Code§ 1735.31;injunctive relief under the CCRAA as claimed in
14 Section f of the prayer for relief;

15 7. CBC denies Plaintiff is entitled to any relief as claimed in Section g of
16 the prayer for relief;

17 With respect to Count V;

18 1. CBC denies Plaintiff is entitled to a judgment in favor of Plaintiff in
19 favor of Plaintiff against Defendant for statutory and punitive damages
20 pursuant to 15 U.S.C. § 1681n as claimed in Section a of the prayer for
21 relief;

22 2. CBC denies Plaintiff is entitled to a judgment in favor of Plaintiff
23 against Defendant for actual damages pursuant to 15 U.S.C. § 16810 as
24 claimed in Section b of the prayer for relief;

25 3. CBC denies Plaintiff is entitled to a judgment in favor of Plaintiff
26 against Defendant for awarding costs and reasonable attorney's fees
27 pursuant to 15 U.S.C.§§ 1681n and§ 16810 as claimed in Section c of
28 the prayer for relief;

1 4. CBC denies Plaintiff is entitled to any relief as claimed in Section d of
2 the prayer for relief.

3 92. Defendant joins Plaintiff in the request for a jury trial.,

4 **CBC'S ADDITIONAL AND AFFIRMATIVE DEFENSES**

5 Without admitting or acknowledging what must be alleged by way of
6 affirmative defenses or that CBC bears the burden of proof as to any of the
7 defenses set forth herein, CBC alleges the following as additional or affirmative
8 defenses to the Complaint and to the relief sought therein:

9 **First Defense: To All Causes of Action**

10 1. The Complaint fails to state a claim against CBC upon which relief can
11 be granted.

12 **Second Defense: To All Causes of Action**

13 2. CBC is informed and believes and, on that basis alleges, that at all
14 relevant times, Plaintiff has failed to mitigate his damages, if any there
15 are, by taking appropriate actions to prevent said damages.
16 Accordingly, any recovery herein must be proportionately reduced to
17 the extent such failure to mitigate caused such damages.

18 **Third Defense: To All Causes of Action**

19 3. CBC is informed and believes and, on that basis alleges, that the
20 conduct of Plaintiff and/or his authorized agents and representatives,
21 with regard to CBC, bars Plaintiff from any recovery herein by virtue
22 of the equitable doctrine of waiver.

23 **Fourth Defense: To All Causes of Action**

24 4. Plaintiff's claims are barred in whole or in part under the doctrine of
25 unclean hands.

26 **Fifth Defense: To All Causes of Action**

27 5. CBC is informed and believes and, on that basis alleges, that the
28 conduct of Plaintiff and/or his authorized agents and representatives,

1 with regard to CBC, bars Plaintiff from any recovery herein by virtue
2 of the equitable doctrine of estoppel.

3 **Sixth Defense: To All Causes of Action**

4 6. CBC is informed and believes and, on that basis alleges, that the
5 conduct of Plaintiff and his authorized agents and representatives bars
6 Plaintiff from any recovery herein by virtue of the equitable doctrine of
7 laches.

8 **Seventh Defense: To All Causes of Action**

9 7. Plaintiff's claims are barred in whole or in part on the ground that
10 Plaintiff has not been sufficiently damaged to obtain any requested
11 relief.

12 **Eighth Defense: To All Causes of Action**

13 8. CBC is informed and believes and, on that basis alleges, that the
14 damages complained of, if any there are, were proximately caused by
15 the comparative fault and negligence of Plaintiff and/or his agents and
16 representatives. Any recovery herein must be proportionately reduced
17 to the extent such fault or negligence caused such damages.

18 **Ninth Defense: To All Causes of Action**

19 9. If Plaintiff suffered any injury or damage as alleged in its claims, such
20 injury or damage was caused, in whole or in part, by the intentional
21 acts, omissions, recklessness, carelessness, or negligence of Plaintiff
22 and Plaintiff's damages, if any, against CBC should be reduced
23 accordingly.

24 **Tenth Defense: To All Causes of Action**

25 10. CBC is informed and believes and, on that basis alleges, that the
26 damages complained of, if any there are, were proximately caused by
27 the negligence of Plaintiff and/or his agents and representatives. Any
28 recovery herein must be proportionately reduced to the extent such

1 fault or negligence caused such damages.

2 **Eleventh Defense: To All Causes of Action**

3 11. CBC is informed and believes and, on that basis alleges, that the
4 damages complained of, if any there are, were proximately caused by
5 the supervening conduct or tortious misconduct and/or negligence of
6 persons and entities other than CBC. Any recovery herein must be
7 proportionately reduced to the extent such fault or negligence caused
8 such damages.

9 **Twelfth Defense: To All Causes of Action**

10 12. CBC's conduct was *innocent*, and not a willful.

11 **Thirteenth Defense: To All Causes of Action**

12 13. The Complaint, and each and every cause of action alleged therein, is
13 barred, in whole or in part, by the applicable statute of limitations,
14 including, but not limited to, California Code of Civil Procedure
15 sections 335.1, 337, 338, 339, 340, and 343.

16 **Fourteenth Defense: To All Causes of Action**

17 14. CBC is informed and believes and, on that basis alleges, that evidence
18 of the Plaintiff's conduct and/or that of his agents and representatives
19 factually disproves its purported liability, if any, because it acted
20 reasonably under the circumstances. Moreover, any recovery herein
21 must be proportionately reduced to the extent such fault or negligence
22 caused such damages.

23 **Fifteenth Defense: To All Causes of Action**

24 15. Plaintiff has *waived* the rights to the claims alleged herein.

25 **Sixteenth Defense: To All Causes of Action**

26 16. Plaintiff has *acquiesced* in any alleged improper conduct as alleged
27 herein.
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Seventeenth Defense: To All Causes of Action

17. Plaintiff is barred from claiming statutory damages or attorney’s fees

Eighteenth Defense: To all Causes of Action

18. Any conduct taken on the part of CBC was in good faith and for bona fide business reasons.

Nineteenth Defense: To All Causes of Action

19. Any conduct taken on the part of CBC was justified.

Twentieth Defense: To All Causes of Action

20. The Complaint, and each purported cause of action therein, fails to state claims sufficient to give rise to an entitlement to an award of special, statutory and/or punitive damages against CBC.

Twenty First Defense: To All Causes of Action

21. The Complaint, and each purported cause of action therein, fails to state claims sufficient to give rise to an entitlement to an award of general damages against CBC.

Twenty Second Defense: To All Causes of Action

22. The Complaint, to the extent that it seeks exemplary and/or punitive damages, violates CBC’s right to procedural due process under the Fourteenth Amendment to the Constitution of the United States, and the Constitution of the State of California, and therefore, fails to state a cause of action upon which either punitive or exemplary damages can be awarded.

Twenty Third Defense: To All Causes of Action

23. The Complaint, to the extent that it seeks exemplary and/or punitive damages, violates CBC’s right to substantive due process as provided in the Fifth and Fourteenth Amendments to the Constitution of the United States, and the Constitution of the State of California and, therefore, fails to state a cause of action supporting the punitive or

1 exemplary damages claimed.

2 **Twenty Fourth Defense: To All Causes of Action**

3 24. The Complaint, to the extent that it seeks exemplary and/or punitive
4 damages in excess of Three (3) times compensatory damages, violates
5 CBC’s right to procedural due process under the Fourteenth
6 Amendment to the Constitution of the United States, and the
7 Constitution of the State of California, and therefore, fails to state a
8 cause of action upon which either punitive or exemplary damages can
9 be awarded.

10 **Twenty Fifth Defense: To All Causes of Action**

11 25. The Complaint, to the extent that it seeks exemplary and/or punitive
12 damages in excess of Three (3) times compensatory damages, violates
13 CBC’s right to substantive due process as provided in the Fifth and
14 Fourteenth Amendments to the Constitution of the United States, and
15 the Constitution of the State of California and, therefore, fails to state a
16 cause of action supporting the punitive or exemplary damages claimed.

17 **Twenty Sixth Defense: To All Causes of Action**

18 26. The Complaint, to the extent that it seeks exemplary and/or punitive
19 damages, constitutes impairment of contract in violation of CBC’s
20 rights under the “Contract Clause” of Article I, §10 of the Constitution
21 of the United States, and therefore, fails to state a cause of action
22 supporting the punitive or exemplary damages claimed.

23 27. **Twenty Sixth Defense: To All Causes of Action**

24 CBC is not responsible for third-party content nor any theory of liability that
25 may stems from the same. See the Communications Decency Act, 47 U.S.C. § 230
26 et. al.

1 28. **Twenty Seventh Defense: To All Causes of Action**

2 As a separate and distinct affirmative defense, CBC alleges that no policy,
3 practice or custom of, or carried out by CBC, or promulgated by any policy maker
4 of CBC existed and/or served to deprive Plaintiff of his statutory rights.

5 29. **Twenty Ninth Defense: To All Causes of Action**

6 As a separate and distinct affirmative defense, CBC alleges that should
7 Plaintiff recover damages against CBC, CBC is entitled to have the amount abated,
8 reduced, indemnified or eliminated to the extent other third parties' fault caused or
9 contributed to Plaintiff's damages, if any.

10 30. **Thirtieth Defense: To All Causes of Action**

11 As a separate and distinct affirmative defense, CBC alleges that Plaintiff's s
12 Complaint, and each and every cause of action alleged therein, is barred, in whole or
13 in part, because Plaintiff consented to the conduct about which he now complains.

14 31. **Thirty First Defense: To All Causes of Action**

15 As a separate and distinct affirmative defense, CBC alleges that Plaintiff was
16 treated fairly and in good faith, and that all actions taken with regard to him were
17 taken for lawful business reasons and in good faith.

18 32. **Thirty Second Defense: To All Causes of Action**

19 As a separate and distinct affirmative defense, CBC alleges that Plaintiff is
20 barred from any relief by the doctrines of *in pari delicto*, ratification, and
21 acquiescence, or, in the alternative, these doctrines cut off Plaintiff's alleged
22 damages.

23 33. **Thirty Third Defense: To All Causes of Action**

24 CBC is informed and believes and, on that basis alleges, that the recovery
25 sought by way of Plaintiff's Complaint is barred on the ground that as to each and
26 every alleged oral, implied or other contract alleged therein, there has been a failure
27 of consideration and/or breach on the part of Plaintiff.

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38, CBC demands a TRIAL BY JURY of all issues so triable, whether presented by Plaintiff’s claims against CBC, CBC’s Defenses against Plaintiff, or otherwise.

DATED: April 3, 2019

Respectfully submitted,

Tamborelli Law Group

By: /s/John V. Tamborelli

John V. Tamborelli

Attorneys for Defendant

Credit Bureau Connection Inc.

TAMBORELLI LAW GROUP
A PROFESSIONAL LAW CORPORATION
21700 OXNARD STREET, SUITE 1590
WOODLAND HILLS, CALIFORNIA 91367

1 PROOF OF SERVICE
2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
3 *Kang v Credit Bureau Connection*
4 Case No. 1:18-CV-01359-AWI-SKO

5 I am employed in the county of Los Angeles, State of California. I am over
6 the age of 18 and not a party to the within action; my business address is: 21700
7 Oxnard Street, Suite 1590, Woodland Hills, California.

8 On April 3, 2019, I served the foregoing document described as:

9 **DEFENDANT CREDIT BUREAU CONNECTION INC.'S ANSWER TO**
10 **PLAINTIFFS COMPLAINT AND DEMAND FOIR JHURY TRIAL**
11 on all interested parties in this action by placing a true copy thereof enclosed in a
12 sealed envelope addressed as follows:

13 SEE ATTACHED SERVICE LIST

14 (BY MAIL) I am familiar with the ordinary business practice of the law firm
15 of Tamborelli Law Group for collection and processing of correspondence for
16 mailing with the United States Postal Service at the aforementioned place of
17 business and that the above-entitled document was placed in a sealed
18 envelope and deposited for collection and mailing on the date stated above,
19 following such ordinary practices, and in such manner as to cause it to be
20 deposited with the United States Postal Service that same day, with postage
21 thereon fully prepaid, in the ordinary course of business, addressed as
22 indicated above.

23 (BY E-MAIL) I caused such document to be e-mailed to the addressee.

24 (BY FACSIMILE TRANSMISSION) I caused such document to be faxed to
25 the addressee.

26 (BY PERSONAL SERVICE) I caused such envelope to be delivered
27 by hand to the offices of the addressee.

28 (BY EXPRESS MAIL, CCP 1013(c,d) I caused such envelope with postage
thereon fully prepaid to be placed in the box regularly maintained by the
express service carrier, Federal Express, at 21700 Oxnard Street, Suite 1590,
Woodland Hills, California, copies of the routing slips attached hereto.

Executed on the April 3, 2019 Woodland Hills, California.

(STATE) I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar
of this court at whose direction the service was made.

/s/Ronnie Gipson
Ronnie Gipson

SERVICE LIST

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