

1 Jeffrey S. Whittington, Esq./SBN 236028
 Email: jwhittington@kbrlaw.com
 2 Nicholas W. Sarris, Esq./SBN 242011
 Email: nsarris@kbrlaw.com
 3 Vanessa K. Manolatos, Esq./SBN 266541
 Email: vmanolatos@kbrlaw.com
 4 KAUFMAN BORGEEEST & RYAN LLP
 23975 Park Sorrento, Suite 370
 5 Calabasas, CA 91302
 Telephone: (818) 880-0992
 6 Facsimile: (818) 880-0993

7 Attorneys for Defendant TCS
 EDUCATION SYSTEM
 8

9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**
 11

12 SOUTHERN CALIFORNIA
 13 INSTITUTE OF LAW, a California
 corporation,
 14
 Plaintiff,

15 vs.
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17 TCS EDUCATION SYSTEM, an
 18 Illinois corporation; DAVID J.
 FIGULI, an individual; and
 19 GLOBAL EQUITIES, LLC d/b/a
 20 HIGHER EDUCATION GROUP, a
 21 Colorado limited liability company,
 22
 Defendants.

Case No. CV10-8026 JAK (AJWx)
 (Assigned to the Hon. John A.
 Kronstadt)

**DEFENDANT TCS
 EDUCATION SYSTEM'S
 ANSWER TO PLAINTIFF'S
 UNVERIFIED SECOND
 AMENDED COMPLAINT**

Complaint Filed: October 25, 2010
 Discovery Cut-Off: tbd
 Trial Date: tbd

23
 24 **TO: Clerk of the United States District Court for the Central District of**
 25 **California, and Plaintiff, SOUTHERN CALIFORNIA INSTITUTE OF**
 26 **LAW, and Plaintiff's attorneys of record.**

27 Defendant, TCS EDUCATION SYSTEM (hereinafter referred to as
 28 "TCS"), hereby answers the unverified second amended complaint ("SAC") of

DEFENDANT TCS EDUCATION SYSTEM'S ANSWER TO PLAINTIFF'S UNVERIFIED SECOND
AMENDED COMPLAINT

1 Plaintiff, SOUTHERN CALIFORNIA INSTITUTE OF LAW (hereinafter
2 collectively referred to "Plaintiff") as follows:

3
4 **AS AND FOR AN ANSWER TO THE ALLEGATIONS REGARDING THE**
5 **NATURE OF CASE**

6 1. Paragraph 1 of the SAC consists of legal conclusions and
7 argument to which no response is required. To the extent that any answer is
8 required, TCS denies that any moneys are owed to Plaintiffs, that Plaintiff has
9 sustained damages, that it breached its contract with Plaintiffs, that its contract
10 with Plaintiff contained a covenant not to compete, that it breached a covenant
11 not to compete, and that it misappropriated any of Plaintiff's trade secrets or
12 proprietary or confidential information.

13
14 **AS AND FOR AN ANSWER TO THE ALLEGATIONS REGARDING**
15 **JURISDICTION AND VENUE**

16 2. Paragraph 2 of the SAC consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, TCS lacks knowledge or information sufficient to either admit or
19 deny the allegations set forth in Paragraph 2. Accordingly, TCS denies those
20 allegations on that basis.

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22 **AS AND FOR AN ANSWER TO THE ALLEGATIONS REGARDING**
23 **THE PARTIES**

24 3. Paragraph 3 of the SAC consists of legal conclusions and
25 argument to which no response is required. To the extent that any answer is
26 required, TCS lacks knowledge or information sufficient to either admit or
27 deny the allegations set forth in Paragraph 3. Accordingly, TCS denies those
28 allegations on that basis.

1 4. Paragraph 4 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 4. Accordingly, TCS denies those
5 allegations on that basis.

6 5. As to Paragraph 5, TCS admits that it is a private, not for-profit
7 Illinois corporation that creates affiliations with educational institutions. As to
8 the remainder of the allegations, TCS lacks knowledge or information
9 sufficient to either admit or deny the allegations set forth in Paragraph 5.
10 Accordingly, TCS denies those allegations on that basis.

11 6. Paragraph 6 of the SAC consists of legal conclusions and
12 argument to which no response is required. To the extent that any answer is
13 required, TCS lacks knowledge or information sufficient to either admit or
14 deny the allegations set forth in Paragraph 6. Accordingly, TCS denies those
15 allegations on that basis.

16 7. Paragraph 7 of the SAC consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, TCS lacks knowledge or information sufficient to either admit or
19 deny the allegations set forth in Paragraph 7. Accordingly, TCS denies those
20 allegations on that basis.

21 8. As to paragraph 8, TCS admits that it retained George Haynes and
22 Global Equities, LLC, dba Higher Education Group (“HEG”) to identify
23 potential affiliation candidates. As to the remainder of the allegations, TCS
24 lacks knowledge or information sufficient to either admit or deny the
25 allegations set forth in Paragraph 8. Accordingly, TCS denies those allegations
26 on that basis.
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**AS AND FOR AN ANSWER TO THE ALLEGATIONS REGARDING
THE PARTIES**

9. Paragraph 9 of the SAC consists of legal conclusions and argument to which no response is required. To the extent that any answer is required, TCS lacks knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 9. Accordingly, TCS denies those allegations on that basis.

10. Paragraph 10 of the SAC consists of legal conclusions and argument to which no response is required. To the extent that any answer is required, TCS lacks knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 10. Accordingly, TCS denies those allegations on that basis.

11. Paragraph 11 of the SAC consists of legal conclusions and argument to which no response is required. To the extent that any answer is required, TCS lacks knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 11. Accordingly, TCS denies those allegations on that basis.

12. Paragraph 12 of the SAC consists of legal conclusions and argument to which no response is required. To the extent that any answer is required, TCS lacks knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 12. Accordingly, TCS denies those allegations on that basis.

13. Paragraph 13 of the SAC consists of legal conclusions and argument to which no response is required. To the extent that any answer is required, TCS lacks knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 13. Accordingly, TCS denies those allegations on that basis.

1 14. Paragraph 14 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 14. Accordingly, TCS denies those
5 allegations on that basis.

6 15. Paragraph 15 of the SAC consists of legal conclusions and
7 argument to which no response is required. To the extent that any answer is
8 required, TCS lacks knowledge or information sufficient to either admit or
9 deny the allegations set forth in Paragraph 15. Accordingly, TCS denies those
10 allegations on that basis.

11 16. Paragraph 16 of the SAC consists of legal conclusions and
12 argument to which no response is required. To the extent that any answer is
13 required, TCS lacks knowledge or information sufficient to either admit or
14 deny the allegations set forth in Paragraph 16. Accordingly, TCS denies those
15 allegations on that basis.

16 17. Paragraph 17 of the SAC consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, TCS lacks knowledge or information sufficient to either admit or
19 deny the allegations set forth in Paragraph 17. Accordingly, TCS denies those
20 allegations on that basis.

21 18. Paragraph 18 of the SAC consists of legal conclusions and
22 argument to which no response is required. To the extent that any answer is
23 required, TCS lacks knowledge or information sufficient to either admit or
24 deny the allegations set forth in Paragraph 18. Accordingly, TCS denies those
25 allegations on that basis.

26 19. As to Paragraph 19, TCS admits that the Confidentiality and Non-
27 Disclosure Agreement (“NDA”) contains the cited language. TCS denies that
28 TCS, its employees, and agents were commanded “not to use, reproduce, or

1 directly or indirectly disclose or allow access to the [I]nformation except as
2 required to facilitate the Relationship.” As to the remainder of the allegations,
3 TCS lacks knowledge or information sufficient to either admit or deny the
4 allegations set forth in Paragraph 19. Accordingly, TCS denies those
5 allegations on that basis.

6 20. As to Paragraph 20, TCS denies that it promised that it would not
7 use the Information Plaintiff provided to “pursu[e] business opportunities or
8 other arrangements or endeavors of any kind” in violation of the NDA. TCS
9 denies that the NDA contained a covenant not to compete. As to the remainder
10 of the allegations, TCS lacks knowledge or information sufficient to either
11 admit or deny the allegations set forth in Paragraph 20. Accordingly, TCS
12 denies those allegations on that basis.

13 21. As to Paragraph 21, TCS denies that it led Plaintiff to believe that
14 it would be its strong ally or enable Plaintiff to compete against Ventura &
15 Santa Barbara Colleges of Law (“COL”). As to the remainder of the
16 allegations, TCS lacks knowledge or information sufficient to either admit or
17 deny the allegations set forth in Paragraph 21. Accordingly, TCS denies those
18 allegations on that basis.

19 22. As to Paragraph 22, TCS admits that Plaintiff released information
20 to David J. Figuli (“Figuli”). As to the remainder of the allegations, TCS lacks
21 knowledge or information sufficient to either admit or deny the allegations set
22 forth in Paragraph 22. Accordingly, TCS denies those allegations on that basis.

23 23. Paragraph 23 of the SAC consists of legal conclusions and
24 argument to which no response is required. To the extent that any answer is
25 required, TCS lacks knowledge or information sufficient to either admit or
26 deny the allegations set forth in Paragraph 23. Accordingly, TCS denies those
27 allegations on that basis.

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1 24. Paragraph 24 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 24. Accordingly, TCS denies those
5 allegations on that basis.

6 25. Paragraph 25 of the SAC consists of legal conclusions and
7 argument to which no response is required. To the extent that any answer is
8 required, TCS lacks knowledge or information sufficient to either admit or
9 deny the allegations set forth in Paragraph 25. Accordingly, TCS denies those
10 allegations on that basis.

11 26. Paragraph 26 of the SAC consists of legal conclusions and
12 argument to which no response is required. To the extent that any answer is
13 required, TCS lacks knowledge or information sufficient to either admit or
14 deny the allegations set forth in Paragraph 26. Accordingly, TCS denies those
15 allegations on that basis.

16 27. Paragraph 27 of the SAC consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, TCS lacks knowledge or information sufficient to either admit or
19 deny the allegations set forth in Paragraph 27. Accordingly, TCS denies those
20 allegations on that basis.

21 28. Paragraph 28 of the SAC consists of legal conclusions and
22 argument to which no response is required. To the extent that any answer is
23 required, TCS lacks knowledge or information sufficient to either admit or
24 deny the allegations set forth in Paragraph 28. Accordingly, TCS denies those
25 allegations on that basis.

26 29. As to Paragraph 29, TCS denies that it used Plaintiff's information
27 to facilitate an affiliation with COL. As to the remainder of the allegations,
28 TCS lacks knowledge or information sufficient to either admit or deny the

1 allegations set forth in Paragraph 29. Accordingly, TCS denies those
2 allegations on that basis.

3 30. As to Paragraph 30, TCS admits that on November 17, 2009,
4 Dean Pulle met with Figuli, Haynes, and Jeff Keith (“Keith”). As to the
5 remainder of the allegations, TCS lacks knowledge or information sufficient to
6 either admit or deny the allegations set forth in Paragraph 30. Accordingly,
7 TCS denies those allegations on that basis.

8 31. Paragraph 31 of the SAC consists of legal conclusions and
9 argument to which no response is required. To the extent that any answer is
10 required, TCS lacks knowledge or information sufficient to either admit or
11 deny the allegations set forth in Paragraph 31. Accordingly, TCS denies those
12 allegations on that basis.

13 32. As to Paragraph 32, TCS admits that Dean Pulle emailed Figuli on
14 November 17, 2009, and November 18, 2009. As to the remainder of the
15 allegations, TCS lacks knowledge or information sufficient to either admit or
16 deny the allegations set forth in Paragraph 32. Accordingly, TCS denies those
17 allegations on that basis.

18 33. Paragraph 33 of the SAC consists of legal conclusions and
19 argument to which no response is required. To the extent that any answer is
20 required, TCS lacks knowledge or information sufficient to either admit or
21 deny the allegations set forth in Paragraph 33. Accordingly, TCS denies those
22 allegations on that basis.

23 34. Paragraph 34 of the SAC consists of legal conclusions and
24 argument to which no response is required. To the extent that any answer is
25 required, TCS lacks knowledge or information sufficient to either admit or
26 deny the allegations set forth in Paragraph 34. Accordingly, TCS denies those
27 allegations on that basis.

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1 35. As to Paragraph 35, TCS admits that TCS did not make an offer to
2 Plaintiff. As to the remainder of the allegations, TCS lacks knowledge or
3 information sufficient to either admit or deny the allegations set forth in
4 Paragraph 35. Accordingly, TCS denies those allegations on that basis.

5 36. As to Paragraph 36, TCS admits that Dean Pulle emailed Figuli on
6 January 21, 2010, and that Figuli emailed Dean Pulle with the stated language.
7 As to the remainder of the allegations, TCS lacks knowledge or information
8 sufficient to either admit or deny the allegations set forth in Paragraph 36.
9 Accordingly, TCS denies those allegations on that basis.

10 37. As to Paragraph 37, TCS admits that TCS did not make an offer to
11 Plaintiff and that the NDA contains the stated language. As to the remainder of
12 the allegations, TCS lacks knowledge or information sufficient to either admit
13 or deny the allegations set forth in Paragraph 37. Accordingly, TCS denies
14 those allegations on that basis.

15 38. As to Paragraph 38, TCS denies that it misused any of Plaintiff's
16 information, that it used any of Plaintiff's information to acquire COL, and that
17 TCS was obligated to use Plaintiff's information only for the purpose of
18 facilitating a transaction with Plaintiff. As to the remainder of the allegations,
19 TCS lacks knowledge or information sufficient to either admit or deny the
20 allegations set forth in Paragraph 38. Accordingly, TCS denies those
21 allegations on that basis.

22 39. As to Paragraph 39, TCS denies that the NDA restricted TCS from
23 using Plaintiff's information other than to facilitate a transaction with Plaintiff,
24 and denies that the NDA barred TCS from becoming Plaintiff's competitor.
25 TCS denies that the NDA states that TCS shall not "pursu[e] business
26 opportunities or other arrangements or endeavors of any kind" in violation of
27 the NDA. As to the remainder of the allegations, TCS lacks knowledge or
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1 information sufficient to either admit or deny the allegations set forth in
2 Paragraph 39. Accordingly, TCS denies those allegations on that basis.

3 40. Paragraph 40 of the SAC consists of legal conclusions and
4 argument to which no response is required. To the extent that any answer is
5 required, TCS lacks knowledge or information sufficient to either admit or
6 deny the allegations set forth in Paragraph 40. Accordingly, TCS denies those
7 allegations on that basis.

8 41. Paragraph 41 of the SAC consists of legal conclusions and
9 argument to which no response is required. To the extent that any answer is
10 required, TCS lacks knowledge or information sufficient to either admit or
11 deny the allegations set forth in Paragraph 41. Accordingly, TCS denies those
12 allegations on that basis.

13 42. As to Paragraph 42, TCS denies that it misused any of Plaintiff's
14 information, misappropriated any trade secrets, or is using Plaintiff's
15 information to compete with Plaintiff. As to the remainder of the allegations,
16 TCS lacks knowledge or information sufficient to either admit or deny the
17 allegations set forth in Paragraph 42. Accordingly, TCS denies those
18 allegations on that basis.

19 43. Paragraph 43 of the SAC consists of legal conclusions and
20 argument to which no response is required. To the extent that any answer is
21 required, TCS lacks knowledge or information sufficient to either admit or
22 deny the allegations set forth in Paragraph 43. Accordingly, TCS denies those
23 allegations on that basis.

24 44. Paragraph 44 of the SAC consists of legal conclusions and
25 argument to which no response is required. To the extent that any answer is
26 required, TCS lacks knowledge or information sufficient to either admit or
27 deny the allegations set forth in Paragraph 44. Accordingly, TCS denies those
28 allegations on that basis.

1 45. Paragraph 45 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 45. Accordingly, TCS denies those
5 allegations on that basis.

6 46. Paragraph 46 of the SAC consists of legal conclusions and
7 argument to which no response is required. To the extent that any answer is
8 required, TCS lacks knowledge or information sufficient to either admit or
9 deny the allegations set forth in Paragraph 46. Accordingly, TCS denies those
10 allegations on that basis.

11 47. As to Paragraph 47, TCS denies that it has unfairly competed with
12 Plaintiff or breached any covenant not to compete with Plaintiff. As to the
13 remainder of the allegations, TCS lacks knowledge or information sufficient to
14 either admit or deny the allegations set forth in Paragraph 47. Accordingly,
15 TCS denies those allegations on that basis.

16 48. Paragraph 48 of the SAC consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, TCS lacks knowledge or information sufficient to either admit or
19 deny the allegations set forth in Paragraph 48. Accordingly, TCS denies those
20 allegations on that basis.

21 **AS AND FOR AN ANSWER TO THE AGENCY ALLEGATIONS**
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23 49. Paragraph 49 of the SAC consists of legal conclusions and
24 argument to which no response is required. To the extent that any answer is
25 required, TCS lacks knowledge or information sufficient to either admit or
26 deny the allegations set forth in Paragraph 49. Accordingly, TCS denies those
27 allegations on that basis.
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1 **AS AND FOR AN ANSWER TO THE CONSPIRACY**
2 **ALLEGATIONS**

3 50. Paragraph 50 of the SAC consists of legal conclusions and
4 argument to which no response is required. To the extent that any answer is
5 required, TCS, TCS denies each and every allegation contained in Paragraph
6 50.

7 51. Paragraph 51 of the SAC consists of legal conclusions and
8 argument to which no response is required. To the extent that any answer is
9 required, TCS, TCS denies each and every allegation contained in Paragraph
10 51.

11 52. Paragraph 52 of the SAC consists of legal conclusions and
12 argument to which no response is required. To the extent that any answer is
13 required, TCS, TCS denies each and every allegation contained in Paragraph
14 52.

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16 **AS AND FOR AN ANSWER TO THE ALLEGATIONS OF THE**
17 **FIRST CLAIM FOR RELIEF FOR BREACH OF CONTRACT**

18 53. Paragraph 53 of the SAC consists of legal conclusions and
19 argument to which no response is required. To the extent that any answer is
20 required, TCS realleges and incorporates by reference Paragraphs 1 through 53
21 of this Answer.

22 54. Paragraph 54 of the SAC consists of legal conclusions and
23 argument to which no response is required. To the extent that any answer is
24 required, TCS admits that the NDA is a valid and enforceable contract. As to
25 the remainder of the allegations, TCS lacks knowledge or information
26 sufficient to either admit or deny the allegations set forth in Paragraph 54.
27 Accordingly, TCS denies those allegations on that basis.
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1 55. Paragraph 55 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 55. Accordingly, TCS denies those
5 allegations on that basis.

6 56. TCS denies each and every allegation contained in Paragraph 56
7 of the SAC.

8 57. Paragraph 57 of the SAC consists of legal conclusions and
9 argument to which no response is required. To the extent that any answer is
10 required, TCS lacks knowledge or information sufficient to either admit or
11 deny the allegations set forth in Paragraph 57. Accordingly, TCS denies those
12 allegations on that basis.

13 58. Paragraph 58 of the SAC consists of legal conclusions and
14 argument to which no response is required. To the extent that any answer is
15 required, TCS denies that it has been unjustly enriched, that it is profiting
16 unfairly, that it is misusing or misappropriating Plaintiff's information or trade
17 secrets, and that it has violated or is violating the NDA. As to the remainder of
18 the allegations, TCS lacks knowledge or information sufficient to either admit
19 or deny the allegations set forth in Paragraph 58. Accordingly, TCS denies
20 those allegations on that basis.

21
22 **AS AND FOR AN ANSWER TO THE ALLEGATIONS OF THE**
23 **SECOND CLAIM FOR RELIEF FOR MISAPPROPRIATION OF**
24 **TRADE SECRETS**

25 59. Paragraph 59 of the SAC consists of legal conclusions and
26 argument to which no response is required. To the extent that any answer is
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1 required, TCS realleges and incorporates by reference Paragraphs 1 through 58
2 of this Answer.

3 60. Paragraph 59 of the SAC consists of legal conclusions and
4 argument to which no response is required. To the extent that any answer is
5 required, TCS denies that it ever possessed Plaintiff's trade secrets. As to the
6 remainder of the allegations, TCS lacks knowledge or information sufficient to
7 either admit or deny the allegations set forth in Paragraph 60. Accordingly,
8 TCS denies those allegations on that basis.

9 61. Paragraph 61 of the SAC consists of legal conclusions and
10 argument to which no response is required. To the extent that any answer is
11 required, TCS lacks knowledge or information sufficient to either admit or
12 deny the allegations set forth in Paragraph 61. Accordingly, TCS denies those
13 allegations on that basis.

14 62. Paragraph 62 of the SAC consists of legal conclusions and
15 argument to which no response is required. To the extent that any answer is
16 required, TCS lacks knowledge or information sufficient to either admit or
17 deny the allegations set forth in Paragraph 62. Accordingly, TCS denies those
18 allegations on that basis.

19 63. Paragraph 63 of the SAC consists of legal conclusions and
20 argument to which no response is required. To the extent that any answer is
21 required, TCS lacks knowledge or information sufficient to either admit or
22 deny the allegations set forth in Paragraph 63. Accordingly, TCS denies those
23 allegations on that basis.

24 64. Paragraph 64 of the SAC consists of legal conclusions and
25 argument to which no response is required. To the extent that any answer is
26 required, TCS lacks knowledge or information sufficient to either admit or
27 deny the allegations set forth in Paragraph 64. Accordingly, TCS denies those
28 allegations on that basis.

1 65. Paragraph 65 of the SAC consists of legal conclusions and
2 argument to which no response is required. To the extent that any answer is
3 required, TCS lacks knowledge or information sufficient to either admit or
4 deny the allegations set forth in Paragraph 65. Accordingly, TCS denies those
5 allegations on that basis.

6 66. Paragraph 65 of the SAC consists of legal conclusions and
7 argument to which no response is required. To the extent that any answer is
8 required, TCS admits that it is in a competitive relationship with Plaintiff. TCS
9 each and every remaining allegation contained in Paragraph 65.

10 67. Paragraph 67 of the SAC consists of legal conclusions and
11 argument to which no response is required. To the extent that any answer is
12 required, TCS lacks knowledge or information sufficient to either admit or
13 deny the allegations set forth in Paragraph 67. Accordingly, TCS denies those
14 allegations on that basis.

15 68. Paragraph 68 of the SAC consists of legal conclusions and
16 argument to which no response is required. To the extent that any answer is
17 required, TCS lacks knowledge or information sufficient to either admit or
18 deny the allegations set forth in Paragraph 68. Accordingly, TCS denies those
19 allegations on that basis.

20 69. Paragraph 69 of the SAC consists of legal conclusions and
21 argument to which no response is required. To the extent that any answer is
22 required, TCS lacks knowledge or information sufficient to either admit or
23 deny the allegations set forth in Paragraph 69. Accordingly, TCS denies those
24 allegations on that basis.

25 70. TCS denies each and every allegation contained in Paragraph 70
26 of the SAC.

27 71. TCS denies each and every allegation contained in Paragraph 71
28 of the SAC.

1 72. TCS denies each and every allegation contained in Paragraph 72
2 of the SAC.

3 **AS AND FOR AN ANSWER TO THE ALLEGATIONS OF THE**
4 **THIRD CLAIM FOR RELIEF FOR VIOLATION OF THE**
5 **UNFAIR COMPETITION LAW**
6

7 73. Paragraph 73 of the SAC consists of legal conclusions and
8 argument to which no response is required. To the extent that any answer is
9 required, TCS realleges and incorporates by reference Paragraphs 1 through 72
10 of this Answer.

11 74. TCS denies each and every allegation contained in Paragraph 74
12 of the SAC.

13 75. TCS admits that Plaintiff seeks restitution and/or injunctive relief.

14 **AS AND FOR AN ANSWER TO THE PRAYER FOR RELIEF**
15

16 76. Plaintiff's prayer for relief consists of legal conclusions and
17 argument to which no response is required. To the extent that any answer is
18 required, St. Paul denies each and every allegation contained in paragraphs 1
19 through 10 of Plaintiff's prayer for relief.

20 **AS AND FOR A FIRST AFFIRMATIVE DEFENSE**
21

22 77. The SAC fails to state a claim upon which relief can be granted.

23 **AS AND FOR A SECOND AFFIRMATIVE DEFENSE**
24

25 78. All claims made by Plaintiff are barred in whole or in part by the
26 applicable statute of limitations.
27
28

1 **AS AND FOR AN THIRD AFFIRMATIVE DEFENSE**

2 79. In the event that liability is entered against TCS, TCS is entitled to
3 set off for any uncovered claims.
4

5 **AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

6 80. TCS reserves the right to plead additional affirmative defenses
7 which may arise upon receiving additional information regarding the matters
8 alleged in the SAC, through discovery or otherwise.
9

10 **WHEREFORE**, Defendant TCS respectfully requests that this Court
11 enter judgment as follows:

12 1. Defendant TCS respectfully requests that this Court dismiss the
13 SAC in its entirety;

14 2. Defendant TCS respectfully requests that this Court grant to TCS
15 all costs, expenses, and disbursements resulting from this litigation, including
16 attorneys' fees; and

17 3. Defendant TCS respectfully requests that this Court award such
18 other and further relief as this Court deems just, necessary, and proper.
19

20 DATED: October 31, 2011

KAUFMAN BORGEEST & RYAN LLP

21 By: /s/ Jeffrey S. Whittington
22 JEFFREY S. WHITTINGTON, ESQ.
23 NICHOLAS W. SARRIS, ESQ.
24 VANESSA K. MANOLATOU, ESQ.
25 Attorneys for Defendant
26 TCS EDUCATION SYSTEM
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SERVICE LIST

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GEORGE A. SHOHET (SBN 112697)
LAW OFFICES OF GEORGE A. SHOHET, PC
245 Main Street, Suite 310
Venice, CA 90291-5216
Tel.: (310) 452-3176
Fax: (310) 452-2270
Attorneys for Plaintiff SOUTHERN CALIFORNIA INSTITUTE OF LAW

GRETCHEN M. NELSON (SBN 112566)
KREINDLER & KREINDLER LLP
707 Wilshire Blvd., Suite 4100
Los Angeles, CA 90017
Tel.: (213) 622-6469
Fax: (213) 622-6019
Attorneys for Plaintiff SOUTHERN CALIFORNIA INSTITUTE OF LAW

CODY JAFFE
STRAZULO FITZGERALD
3 Embarcadero Center, 8th Floor
San Francisco, CA 94111
Tel.: (415) 394-9500
Fax: (415) 689-1206
Attorneys for Defendants DAVID J. FIGULI and GLOBAL EQUITIES, LLC, DBA HIGHER
EDUCATION GROUP