

1 TROUTMAN SANDERS LLP
2 HSIAO C. (MARK) MAO, ESQ. SBN 236165
3 mark.mao@troutmansanders.com
4 SHEILA PHAM, ESQ. SBN 293673
5 sheila.pham@troutmansanders.com
6 580 California Street, Suite 1100
7 San Francisco, CA 94104
8 Telephone: 415.477.5700
9 Facsimile: 415.477.5710

6 RONALD I. RAETHER, ESQ. SBN 303118
7 ronald.raether@troutmansanders.com
8 5 Park Plaza, Suite 1400
9 Irvine, CA 92614-2545
10 Telephone: 949. 622.2700
11 Facsimile: 949.622.273

10 Attorneys for Defendant
11 LIME CRIME, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 TESSA KOENIG, NILA CABISTAN,
16 JENNIE HOLGUIN, SHARON
17 MURPHY, SAMANTHA REX, ANA
18 SANDEZ, ZENA PAVIA, AMIRAH
19 HUSBANDS, and PEARL AMAECHI
20 individually and on behalf of all others
21 similarly situated,

19 Plaintiffs,

20 v.

21 LIME CRIME, INC., a New York
22 corporation,

23 Defendant.

Case No. 2:16-cv-00503-PSG (JEMx)

**DEFENDANT’S ANSWER TO
PLAINTIFFS’ COMPLAINT**

DEMAND FOR JURY TRIAL

24
25 Defendant LIME CRIME, INC. (“Lime Crime”) by and through its
26 undersigned counsel, hereby responds to the putative class action Complaint
27 (“Complaint”) of Plaintiffs TESSA KOENIG, NILA CABISTAN, JENNIE
28 HOLGUIN, SHARON MURPHY, SAMANTHA REX, ANA SANDEZ, ZENA

1 PAVIA, AMIRAH HUSBANDS, and PEARL AMAECHI (“Plaintiffs”) as follows:

2 **ANSWER**

3 **Summary of the Action**

4 1. As to Paragraph 1 of the Complaint, Lime Crime denies the allegations.

5 2. As to Paragraph 2 of the Complaint, Lime Crime admits it disclosed to its
6 customers and required state regulators that it suffered a data security incident.
7 Lime Crime denies the remaining allegations of the paragraph.

8 3. As to Paragraph 3 of the Complaint, Lime Crime denies the allegations,
9 including that debit card PIN numbers were compromised.

10 4. As to Paragraph 4 of the Complaint, Lime Crime denies that it suffered a
11 “security failure,” and that the data incident at issue was the result of “inadequate
12 security.” Lime Crime also denies that any third parties can “continue to use the
13 Personal Information they obtained,” if any, unless Plaintiffs intentionally refrained
14 from taking action after receiving notice. As to the remaining allegations, Lime
15 Crime is without sufficient information to admit or deny the allegations, and
16 therefore denies the allegations on that basis. Lime Crime further denies that this
17 matter may be properly maintained against it as a class action.

18 5. As to Paragraph 5 of the Complaint, Lime Crime denies the allegations.

19 6. As to Paragraph 6 of the Complaint, Lime Crime denies the allegations.
20 Lime Crime further denies that this matter may be properly maintained against it as
21 a class action.

22 7. As to Paragraph 7 of the Complaint, Defendant denies the allegations. Lime
23 Crime further denies that this matter may be properly maintained against it as a
24 class action.

25 **Jurisdiction and Venue**

26 8. As to Paragraph 8 of the Complaint, Lime Crime denies the allegations.

27 9. As to Paragraph 9 of the Complaint, Lime Crime admits it has customers in
28 California. Lime Crime denies that the United States District Court for the Central

1 District of California has jurisdiction. Lime Crime denies the remaining allegations
2 of the paragraph. Lime Crime further denies that this matter may be properly
3 maintained against it as a class action.

4 10. As to Paragraph 10 of the Complaint, Lime Crime denies that venue is
5 proper in the United States District Court for the Central District of California.
6 Lime Crime denies all allegations that it has committed any act that would give rise
7 to any cause of action under the Complaint. Lime Crime denies the remaining
8 allegations of the paragraph.

9 Parties

10 11. As to Paragraph 11 of the Complaint, Lime Crime realleges and incorporates
11 by reference its responses to Paragraphs 1 through 10 of the Complaint as set forth
12 herein.

13 12. As to Paragraph 12 of the Complaint, Lime Crime is without sufficient
14 information to admit or deny the allegations, and therefore denies the allegations on
15 that basis.

16 13. As to Paragraph 13 of the Complaint, Lime Crime is without sufficient
17 information to admit or deny the allegations, and therefore denies the allegations on
18 that basis.

19 14. As to Paragraph 14 of the Complaint, Lime Crime is without sufficient
20 information to admit or deny the allegations, and therefore denies the allegations on
21 that basis.

22 15. As to Paragraph 15 of the Complaint, Lime Crime is without sufficient
23 information to admit or deny the allegations, and therefore denies the allegations on
24 that basis.

25 16. As to Paragraph 16 of the Complaint, Lime Crime is without sufficient
26 information to admit or deny the allegations, and therefore denies the allegations on
27 that basis.

28 17. As to Paragraph 17 of the Complaint, Lime Crime is without sufficient

1 information to admit or deny the allegations, and therefore denies the allegations on
2 that basis.

3 18. As to Paragraph 18 of the Complaint, Lime Crime is without sufficient
4 information to admit or deny the allegations, and therefore denies the allegations on
5 that basis.

6 19. As to Paragraph 19 of the Complaint, Lime Crime is without sufficient
7 information to admit or deny the allegations, and therefore denies the allegations on
8 that basis.

9 20. As to Paragraph 20 of the Complaint, Lime Crime is without sufficient
10 information to admit or deny the allegations, and therefore denies the allegations on
11 that basis.

12 21. As to Paragraph 21 of the Complaint, Lime Crime denies the allegations.

13 22. As to Paragraph 22 of the Complaint, Lime Crime denies the allegations.

14 23. As to Paragraph 23 of the Complaint, Lime Crime denies the allegations.

15 24. As to Paragraph 24 of the Complaint, Lime Crime denies the allegations.

16 25. As to Paragraph 25 of the Complaint, Lime Crime denies the allegations.

17 26. As to Paragraph 26 of the Complaint, Lime Crime denies the allegations.

18 27. As to Paragraph 27 of the Complaint, Lime Crime admits it is incorporated
19 in New York. Lime Crime denies the remaining allegations of the paragraph.

20 Statement of Facts

21 28. As to Paragraph 28 of the Complaint, Lime Crime admits it sells cosmetics
22 and takes payments online. As to the remaining allegations, Lime Crime is without
23 sufficient information to admit or deny the allegations, and therefore denies the
24 allegations on that basis.

25 29. As to Paragraph 29 of the Complaint, Lime Crime admits it suffered a data
26 security incident caused by a malicious third party element. Lime Crime denies
27 that “(personal information) was taken from Lime Crime’s payment card
28 information system” and that debit card PIN numbers were compromised. As to the

1 remaining allegations, Lime Crime is without sufficient information to admit or
2 deny the allegations, and therefore denies the allegations on that basis.

3 30. As to Paragraph 30 of the Complaint, Lime Crime admits that it discovered a
4 data security incident as it had reported. Lime Crime denies the remaining
5 allegations of the paragraph.

6 31. As to Paragraph 31 of the Complaint, Lime Crime admits it suffered a data
7 security incident beginning no earlier than October 4, 2014, and which ended no
8 later than February 15, 2015. Lime Crime denies the remaining allegations of the
9 paragraph.

10 32. As to Paragraph 32 of the Complaint, Lime Crime admits it notified
11 potentially affected customers in February 2015. Lime Crime denies the remaining
12 allegations of the paragraph.

13 33. As to Paragraph 33 of the Complaint, Lime Crime denies the allegations.

14 34. As to Paragraph 34 of the Complaint, Lime Crime denies the allegations.

15 35. As to Paragraph 35 of the Complaint, Lime Crime denies the allegations.
16 Lime Crime denies that Plaintiffs “had their Personal Information placed
17 at...ongoing risk,” because that would not happen unless Plaintiffs intentionally
18 refrained from taking action after receiving notice. Lime Crime further denies that
19 this matter may be properly maintained against it as a class action.

20 36. As to Paragraph 36 of the Complaint, Lime Crime denies the allegations.

21 *Security Breaches Lead to Identity Theft*

22 37. As to Paragraph 37 of the Complaint, the allegations therein state legal
23 conclusions to which no response is required; if a response was deemed to be
24 required, Lime Crime denies the remaining allegations of the paragraph.

25 38. As to Paragraph 38 of the Complaint, the allegations therein state legal
26 conclusions to which no response is required; if a response was deemed to be
27 required, Lime Crime denies the remaining allegations of the paragraph.

28 39. As to Paragraph 39 of the Complaint, the allegations therein state legal

1 conclusions to which no response is required; if a response was deemed to be
2 required, Lime Crime denies the remaining allegations of the paragraph.

3 *Personal Identity and Financial Information is Valuable Property*

4 40. As to Paragraph 40 of the Complaint, the allegations therein state legal
5 conclusions to which no response is required; if a response was deemed to be
6 required, Lime Crime denies the allegations of the paragraph.

7 41. As to Paragraph 41 of the Complaint, Lime Crime is without sufficient
8 information to admit or deny the allegations, and therefore denies the allegations on
9 that basis.

10 42. As to Paragraph 42 of the Complaint, the allegations therein state legal
11 conclusions to which no response is required; if a response was deemed to be
12 required, Lime Crime denies the allegations of the paragraph.

13 43. As to Paragraph 43 of the Complaint, Lime Crime is without sufficient
14 information to admit or deny the allegations, and therefore denies the allegations on
15 that basis.

16 44. As to Paragraph 44 of the Complaint, Lime Crime is without sufficient
17 information to admit or deny the allegations, and therefore denies the allegations on
18 that basis.

19 45. As to Paragraph 45 of the Complaint, the allegations therein state legal
20 conclusions to which no response is required; if a response was deemed to be
21 required, Lime Crime denies the allegations of the paragraph.

22 46. As to Paragraph 46 of the Complaint, the allegations therein state legal
23 conclusions to which no response is required; if a response was deemed to be
24 required, Lime Crime denies the allegations of the paragraph.

25 47. As to Paragraph 47 of the Complaint, the allegations therein state legal
26 conclusions to which no response is required; if a response was deemed to be
27 required, Lime Crime denies the allegations of the paragraph.

28 48. As to Paragraph 48 of the Complaint, Lime Crime admits it accepts credit

1 card payments. Lime Crime denies the remaining allegations of the paragraph.

2 49. As to Paragraph 49 of the Complaint, the allegations therein state legal
3 conclusions to which no response is required; if a response was deemed to be
4 required, Lime Crime denies the allegations of the paragraph.

5 50. As to Paragraph 50 of the Complaint, Lime Crime denies the allegations.

6 *Damages sustained by Plaintiffs and the Class*

7 51. As to Paragraph 51 of the Complaint, Lime Crime denies the allegations.
8 Lime Crime denies that this matter may be properly maintained against it as a class
9 action.

10 52. As to Paragraph 52 of the Complaint, Lime Crime denies the allegations.
11 Lime Crime denies that this matter may be properly maintained against it as a class
12 action.

13 53. As to Paragraph 53 of the Complaint, Lime Crime denies the allegations.
14 Lime Crime denies that Plaintiffs “(suffer) the increased risk of identity theft,”
15 because that would not happen unless Plaintiffs intentionally refrained from taking
16 action after receiving notice. Lime Crime denies that this matter may be properly
17 maintained against it as a class action.

18 54. As to Paragraph 54 of the Complaint, Lime Crime denies the allegations.
19 Lime Crime denies that the “fraudulent use of cards might not be apparent for
20 years,” because that would not happen unless Plaintiffs intentionally refrained from
21 taking action after receiving notice.

22 55. As to Paragraph 55 of the Complaint, Lime Crime denies the allegations.
23 Lime Crime denies that Plaintiffs must “expend (time) to monitor their financial
24 and bank accounts,” because that would not happen unless Plaintiffs intentionally
25 refrained from taking action after receiving notice. Lime Crime further denies that
26 this matter may be properly maintained against it as a class action.

27 Class Allegations

28 56. As to Paragraph 56 of the Complaint, Lime Crime denies the allegations.

1 Lime Crime denies that this matter may be properly maintained against it as a class
2 action.

3 57. As to Paragraph 57 of the Complaint, Lime Crime denies the allegations.

4 58. As to Paragraph 58 of the Complaint, Lime Crime denies the allegations.
5 Lime Crime denies that this matter may be properly maintained against it as a class
6 action.

7 59. As to Paragraph 59 of the Complaint, Lime Crime denies the allegations.
8 Lime Crime denies that this matter may be properly maintained against it as a class
9 action.

10 60. As to Paragraph 60 of the Complaint, Lime Crime admits it has an office in
11 California. Lime Crime denies the remaining allegations of the paragraph.

12 61. As to Paragraph 61 of the Complaint, Lime Crime denies the allegations.
13 Lime Crime denies that this matter may be properly maintained against it as a class
14 action.

15 62. As to Paragraph 62 of the Complaint, Lime Crime denies the allegations.
16 Lime Crime denies that this matter may be properly maintained against it as a class
17 action.

18 63. As to Paragraph 63 of the Complaint, Lime Crime denies the allegations.
19 Lime Crime further denies that this matter may be properly maintained against it as
20 a class action.

21 64. As to Paragraph 64 of the Complaint, Lime Crime denies the allegations.
22 Lime Crime further denies that this matter may be properly maintained against it as
23 a class action.

24 65. As to Paragraph 65 of the Complaint, Lime Crime denies the allegations.
25 Lime Crime further denies that this matter may be properly maintained against it as
26 a class action.

27 66. As to Paragraph 66 of the Complaint, Lime Crime denies the allegations.
28 Lime Crime further denies that this matter may be properly maintained against it as

1 a class action.

2 67. As to Paragraph 67 of the Complaint, Lime Crime denies the allegations.
3 Lime Crime further denies that this matter may be properly maintained against it as
4 a class action.

5 68. As to Paragraph 68 of the Complaint, Lime Crime denies the allegations.
6 Lime Crime further denies that this matter may be properly maintained against it as
7 a class action.

8 69. As to Paragraph 69 of the Complaint, Lime Crime denies the allegations.
9 Lime Crime further denies that this matter may be properly maintained against it as
10 a class action.

11 70. As to Paragraph 70 of the Complaint, Lime Crime denies the allegations.
12 Lime Crime further denies that this matter may be properly maintained against it as
13 a class action.

14 71. As to Paragraph 71 of the Complaint, Lime Crime denies the allegations.
15 Lime Crime further denies that this matter may be properly maintained against it as
16 a class action.

17 Count I: Violations of State Consumer Laws

18 72. As to Paragraph 72 of the Complaint, Lime Crime realleges and incorporates
19 by reference its responses to Paragraphs 1 through 71 of the Complaint as set forth
20 herein.

21 73. As to Paragraph 73 of the Complaint, Lime Crime denies the allegations.
22 Lime Crime further denies that this matter may be properly maintained against it as
23 a class action.

24 74. As to Paragraph 74 of the Complaint, Lime Crime denies the allegations.

25 75. As to Paragraph 75 of the Complaint, Lime Crime denies the allegations.

26 76. As to Paragraph 76 of the Complaint, Lime Crime denies the allegations.

27 77. As to Paragraph 77 of the Complaint, Lime Crime denies the allegations.

28 78. As to Paragraph 78 of the Complaint, Lime Crime denies the allegations.

1 79. As to Paragraph 79 of the Complaint, Lime Crime denies the allegations.

2 80. As to Paragraph 80 of the Complaint, Lime Crime denies the allegations.
3 Lime Crime further denies that this matter may be properly maintained against it as
4 a class action.

5 81. As to Paragraph 81 of the Complaint, Lime Crime denies the allegations.
6 Lime Crime further denies that this matter may be properly maintained against it as
7 a class action.

8 82. As to Paragraph 82 of the Complaint, Lime Crime denies the allegations.
9 Lime Crime denies that this matter may be properly maintained against it as a class
10 action.

11 Count II: Violation of State Data Breach Notification Statutes

12 83. As to Paragraph 83 of the Complaint, Lime Crime realleges and incorporates
13 by reference its responses to Paragraphs 1 through 82 of the Complaint as set forth
14 herein.

15 84. As to Paragraph 84 of the Complaint, the allegations set forth therein state
16 legal conclusions to which no response is required; if a response was deemed to be
17 required, Lime Crime denies the allegations of the paragraph.

18 85. As to Paragraph 85 of the Complaint, Lime Crime denies the allegations.

19 86. As to Paragraph 86 of the Complaint, Lime Crime denies the allegations.

20 87. As to Paragraph 87 of the Complaint, Lime Crime denies the allegations.
21 Lime Crime further denies that this matter may be properly maintained against it as
22 a class action.

23 88. As to Paragraph 88 of the Complaint, Lime Crime denies the allegations.

24 89. As to Paragraph 89 of the Complaint, Lime Crime denies the allegations.

25 90. As to Paragraph 90 of the Complaint, Lime Crime denies the allegations.
26 Lime Crime further denies that this matter may be properly maintained against it as
27 a class action.

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Count III: Negligence

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2 91. As to Paragraph 91 of the Complaint, Lime Crime realleges and incorporates
3 by reference its responses to Paragraphs 1 through 90 of the Complaint as set forth
4 herein.

5 92. As to Paragraph 92 of the Complaint, Lime Crime denies the allegations.
6 Lime Crime further denies that this matter may be properly maintained against it as
7 a class action.

8 93. As to Paragraph 93 of the Complaint, Lime Crime denies the allegations.
9 Lime Crime further denies that this matter may be properly maintained against it as
10 a class action.

11 94. As to Paragraph 94 of the Complaint, Lime Crime denies the allegations.

12 95. As to Paragraph 95 of the Complaint, Lime Crime denies the allegations.
13 Lime Crime further denies that this matter may be properly maintained against it as
14 a class action.

15 96. As to Paragraph 96 of the Complaint, Lime Crime denies the allegations.
16 Lime Crime further denies that this matter may be properly maintained against it as
17 a class action.

18 97. As to Paragraph 97 of the Complaint, Lime Crime denies the allegations.
19 Lime Crime further denies that this matter may be properly maintained against it as
20 a class action.

21 98. As to Paragraph 98 of the Complaint, Lime Crime denies the allegations.
22 Lime Crime further denies that this matter may be properly maintained against it as
23 a class action.

24 99. As to Paragraph 99 of the Complaint, Lime Crime denies the allegations.
25 Lime Crime further denies that this matter may be properly maintained against it as
26 a class action.

27 100. As to Paragraph 100 of the Complaint, Lime Crime denies the
28 allegations. Lime Crime further denies that this matter may be properly maintained

1 against it as a class action.

2 101. As to Paragraph 101 of the Complaint, Lime Crime denies the
3 allegations. Lime Crime further denies that this matter may be properly maintained
4 against it as a class action.

5 102. As to Paragraph 102 of the Complaint, Lime Crime denies the
6 allegations. Lime Crime further denies that this matter may be properly maintained
7 against it as a class action.

8 Count IV: Breach of Implied Contract

9 103. As to Paragraph 103 of the Complaint, Lime Crime realleges and
10 incorporates by reference its responses to Paragraphs 1 through 102 of the
11 Complaint as set forth herein.

12 104. As to Paragraph 104 of the Complaint, Lime Crime denies the
13 allegations. Lime Crime further denies that this matter may be properly maintained
14 against it as a class action.

15 105. As to Paragraph 105 of the Complaint, Lime Crime denies the
16 allegations. Lime Crime further denies that this matter may be properly maintained
17 against it as a class action.

18 106. As to Paragraph 106 of the Complaint, Lime Crime denies the
19 allegations. Lime Crime further denies that this matter may be properly maintained
20 against it as a class action.

21 107. As to Paragraph 107 of the Complaint, Lime Crime denies the
22 allegations. Lime Crime further denies that this matter may be properly maintained
23 against it as a class action.

24 108. As to Paragraph 108 of the Complaint, Lime Crime admits Plaintiffs
25 purport to request redress. Lime Crime denies the remaining allegations of the
26 paragraph.

27 109. As to Paragraph 109 of the Complaint, Lime Crime denies the
28 allegations. Lime Crime further denies that this matter may be properly maintained

1 against it as a class action.

2 110. As to Paragraph 110 of the Complaint, Lime Crime denies the
3 allegations. Lime Crime further denies that this matter may be properly maintained
4 against it as a class action.

5 111. As to Paragraph 111 of the Complaint, Lime Crime denies the
6 allegations. Lime Crime further denies that this matter may be properly maintained
7 against it as a class action.

8 Count V: Unjust Enrichment

9 112. As to Paragraph 112 of the Complaint, Lime Crime realleges and
10 incorporates by reference its responses to Paragraphs 1 through 111 of the
11 Complaint as set forth herein.

12 113. As to Paragraph 113 of the Complaint, Lime Crime denies the
13 allegations. Lime Crime further denies that this matter may be properly maintained
14 against it as a class action.

15 114. As to Paragraph 114 of the Complaint, Lime Crime denies the
16 allegations. Lime Crime further denies that this matter may be properly maintained
17 against it as a class action.

18 115. As to Paragraph 115 of the Complaint, Lime Crime denies the
19 allegations. Lime Crime further denies that this matter may be properly maintained
20 against it as a class action.

21 116. As to Paragraph 116 of the Complaint, Lime Crime denies the
22 allegations.

23 117. As to Paragraph 117 of the Complaint, Lime Crime denies the
24 allegations. Lime Crime further denies that this matter may be properly maintained
25 against it as a class action.

26 118. As to Paragraph 118 of the Complaint, Lime Crime denies the
27 allegations. Lime Crime further denies that this matter may be properly maintained
28 against it as a class action.

1 119. As to Paragraph 119 of the Complaint, Lime Crime denies the
2 allegations. Lime Crime further denies that this matter may be properly maintained
3 against it as a class action.

4 120. As to Paragraph 120 of the Complaint, Lime Crime denies the
5 allegations. Lime Crime further denies that this matter may be properly maintained
6 against it as a class action.

7 Count VI: Violation of the California Customer Records Act, California Civil Code
8 §1798.81.5 and the California Unfair Competition Law's Unlawful Prong

9 121. As to Paragraph 121 of the Complaint, Lime Crime realleges and
10 incorporates by reference its responses to Paragraphs 1 through 120 of the
11 Complaint as set forth herein.

12 122. As to Paragraph 122 of the Complaint, the allegations therein state
13 legal conclusions to which no response is required; if a response was deemed to be
14 required, Lime Crime denies the allegations of the paragraph.

15 123. As to Paragraph 123 of the Complaint, Lime Crime denies the
16 allegations. Lime Crime further denies that this matter may be properly maintained
17 against it as a class action.

18 124. As to Paragraph 124 of the Complaint, Lime Crime denies the
19 allegations. Lime Crime further denies that this matter may be properly maintained
20 against it as a class action.

21 125. As to Paragraph 125 of the Complaint, Lime Crime denies the
22 allegations.

23 126. As to Paragraph 126 of the Complaint, Lime Crime denies the
24 allegations.

25 127. As to Paragraph 127 of the Complaint, Lime Crime admits Plaintiffs
26 purport to request redress. Lime Crime denies the remaining allegations of the
27 paragraph.

28 128. As to Paragraph 128 of the Complaint, Lime Crime admits Plaintiffs

1 purport to request redress. Lime Crime denies the remaining allegations of the
2 paragraph.

3 Prayer for Relief

4 Lime Crime denies that Plaintiffs and any purported class members are
5 entitled to any prayer for relief. Lime Crime denies all allegations that it committed
6 any act that would give rise to any cause of action under the Complaint. Lime
7 Crime further denies that this matter may be properly maintained against it as a
8 class action.

9 DEFENSES

10 Without admitting any of the allegations of the Complaint, and without
11 admitting or acknowledging that Lime Crime bears any burden of proof as to any of
12 them, Lime Crime asserts the following defenses. Lime Crime intends to rely upon
13 any additional defenses that become available or apparent during pretrial
14 proceedings and discovery in this action and reserves the right to amend this
15 Answer to assert all such further defenses.

16 First Defense

17 (Estoppel)

18 Plaintiffs' claims are barred by Plaintiffs' own prior statements and/or
19 actions, and Plaintiffs are estopped from contending otherwise.

20 Second Defense

21 (Failure to Mitigate)

22 Plaintiffs failed to take reasonable steps to prevent damages, if any, and
23 failed to mitigate any such alleged damages.

24 Third Defense

25 (Failure to State a Claim)

26 Plaintiffs have failed to state a claim upon which the Court may grant relief.

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Fourth Defense

(Fault of Another)

Plaintiffs' claims fail to the extent that Plaintiffs' purported damages, which Lime Crime continues to deny, were the result of the acts or omissions of third persons over whom Lime Crime had neither control nor responsibility.

Fifth Defense

(Fault of Plaintiffs)

Plaintiffs' claims fail to the extent that Plaintiffs' purported damages, which Lime Crime continues to deny, were the result of Plaintiffs' own prior conduct.

Sixth Defense

(Lack of Standing)

Plaintiffs lack standing because they have suffered no injury-in-fact.

Seventh Defense

(No Jurisdiction)

The Court lacks subject-matter jurisdiction over the action.

Eighth Defense

(Setoff)

Any recovery by Plaintiffs is subject to a set-off in favor of Lime Crime, if any damages are awarded against Lime Crime.

Ninth Defense

(Statute of Limitations)

Plaintiffs cannot recover against Lime Crime to the extent that the Complaint and each of its purported causes of action are barred by any applicable statute of limitations.

Tenth Defense

(Waiver)

Plaintiffs' claims are barred by the doctrine of waiver.

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Eleventh Defense

(Additional Defenses)

Lime Crime reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

PRAYER

WHEREFORE, Lime Crime requests that this Court:

- 1. Dismiss Plaintiffs’ Complaint in its entirety with prejudice;
- 2. Enter judgment in favor of Lime Crime;
- 3. Deny class certification;
- 4. Award Lime Crime its costs of suit incurred in defending against the Complaint; and
- 5. Award Lime Crime such other relief the Court deems appropriate.

Dated: May 2, 2016

TROUTMAN SANDERS LLP

By: /s/ Mark C. Mao

Ronald I. Raether, Esq.
 Mark C. Mao, Esq.
 Sheila Pham, Esq.
 Attorneys for Defendant
 LIME CRIME, INC.

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Defendant Lime Crime, Inc. demands trial by jury in this action of all issues so triable.

Dated: May 2, 2016

TROUTMAN SANDERS LLP

By: /s/ Mark C. Mao

Ronald I. Raether, Esq.
Mark C. Mao, Esq.
Sheila Pham, Esq.
Attorneys for Defendant
LIME CRIME, INC.