

Courtney L. Baird (SBN 234410)
Ayad Mathews (SBN 339785)
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681
Telephone: +1 619 744 2200
Fax: +1 619 744 2201
E-mail: clbaird@duanemorris.com
amatheys@duanemorris.com

Attorneys for Defendants
IEC CORPORATION and
IEC/AAI HOLDINGS, INC., DOING BUSINESS AS
UEI COLLEGE (erroneously named as
UNITED EDUCATION INSTITUTE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JOSHUA JONES, an individual;
JESUS CACIQUE, an individual;
DOMINIQUE CALDERON, an individual;
JAMIE CALLEJAS, an individual;
ADRIAN CORTEZ, an individual;
AGUSTIN CRUZ, an individual;
LISHI LEE, an individual;
OMRI OROZCO TORRES, an individual;
NICK PETREE, an individual;
CHARLES RIVAS, an individual;
MICHAEL TORRES, an individual; and
AARON VANG, an individual;

Plaintiffs,

vs.

UNITED EDUCATION INSTITUTE, a California
corporation; IEC Corporation, a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CECG02897

**DEFENDANTS IEC CORPORATION
AND IEC/AAI HOLDINGS, INC.,
DOING BUSINESS AS UEI
COLLEGE'S ANSWER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Judge: Hon. D. Tyler Tharpe

Complaint Filed: July 18, 2023
FAC Filed: May 14, 2024

Defendants IEC CORPORATION and IEC/AAI HOLDINGS, INC., doing business as UEI COLLEGE (erroneously named as UNITED EDUCATION INSTITUTE) (collectively, “Defendants”) hereby answer the First Amended Complaint (“FAC”) filed by Plaintiffs Joshua Jones, Jesus Cacique, Dominique Calderon, Jamie Callejas, Adrian Cortez, Agustin Cruz, Lishi Lee, Omri Orozco Torres, Nick Petree, Charles Rivas, Michael Torres, and Aaron Vang (collectively, “Plaintiffs”), and assert their affirmative defenses, as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure § 431.30, subd. (b), para. (1), Defendants deny generally and specifically each and every allegation contained in Plaintiffs’ FAC, and the whole thereof, and further deny that Plaintiffs have been damaged in the sum or manner alleged, or in any other sum or manner at all, by reason of any act or omission on the part of Defendants.

AFFIRMATIVE DEFENSES

Pursuant to California Code of Civil Procedure § 431.30, subds. (b) and (g), Defendants allege the following separate and distinct affirmative defenses. In asserting these defenses, Defendants do not assume the burden of proof, persuasion or production or of coming forward with evidence not otherwise assigned to Defendants pursuant to applicable law. Defendants reserve the right to amend and supplement this Answer and affirmative defenses as further information become available. Defendants hereby assert the affirmative defenses listed herein.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

The FAC, and each purported cause of action contained therein, fails to state facts sufficient to state a cause of action against Defendants.

SECOND AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Plaintiffs have failed to mitigate or attempt to mitigate damages, if in fact any damages have been or will be sustained, and any recovery by Plaintiffs must be diminished accordingly or barred by reason thereof.

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1 **THIRD AFFIRMATIVE DEFENSE**

2 **(Conduct Not “Unlawful”)**

3 Plaintiffs’ cause of action under the California Unfair Competition Law is barred, in whole or
4 in part, because Defendants’ conduct was at all times complained of in the FAC not “unlawful”
5 within the meaning of Business and Professions Code §§ 17200, *et seq.*

6 **FOURTH AFFIRMATIVE DEFENSE**

7 **(Conduct Not “Unfair” – Business Justification)**

8 Plaintiffs’ cause of action under the California Unfair Competition Law is barred, in whole or
9 in part, because Defendants’ business practices are not “unfair” within the meaning of Business and
10 Professions Code §§ 17200, *et seq.*

11 **FIFTH AFFIRMATIVE DEFENSE**

12 **(Conduct Not “Fraudulent” or “Likely to Mislead”)**

13 Plaintiffs’ cause of action under the California Unfair Competition Law is barred, in whole or
14 in part, because Defendants’ business practices are not “fraudulent” and are not likely to deceive the
15 public.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 **(No False Advertising)**

18 Plaintiffs’ cause of action under the California False Advertising Law is barred, in whole or
19 in part, because Defendants engaged in truthful advertising, did not deceive, and/or acted without
20 knowledge.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Apportionment)**

23 Plaintiffs’ causes of action are barred, in whole or in part, because Defendants are not legally
24 responsible for any damages claimed by Plaintiffs. If, however, Defendants are found to be legally
25 responsible, Defendants’ legal responsibility is not the sole and proximate cause of any injury, and
26 damages awarded to Plaintiffs, if any, should be apportioned according to the respective fault and
27 legal responsibility of all parties, persons and entities, and/or the agents, servants, and employees
28 who contributed to and/or caused said incident according to proof presented at the time of trial.

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 **(Set Off)**

3 Plaintiffs' causes of action are barred, in whole or in part, by the defense of setoff to the extent
4 that Plaintiffs receive or have received compensation from other sources for injury(ies) alleged in the
5 FAC.

6 **NINTH AFFIRMATIVE DEFENSE**

7 **(Lack of Injury)**

8 Plaintiffs' causes of action are barred, in whole or in part, because Plaintiffs have not suffered
9 any harm, injury, or damage as a result of the conduct alleged in the FAC.

10 **TENTH AFFIRMATIVE DEFENSE**

11 **(Adequacy of Remedy at Law)**

12 Plaintiffs' cause of action under the California Consumer Legal Remedies Act is barred, in
13 whole or in part, because the injury allegedly suffered by the Plaintiffs, if any, would be adequately
14 compensated in an action at law for damages. Accordingly, Plaintiffs have a complete and adequate
15 remedy at law and are not entitled to seek equitable relief.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 **(Waiver)**

18 Plaintiffs' causes of action are barred to the extent that Plaintiffs knowingly, voluntarily, and
19 willingly waived the causes of action asserted in the FAC.

20 **PRAYER**

21 WHEREFORE, Defendants pray for judgment as follows:

- 22 1. That Plaintiffs take nothing by their unverified First Amended Complaint;
23 2. That judgment be entered in favor of Defendants and against Plaintiffs on all causes
24 of action;
25 3. That Defendants be awarded the costs of suit incurred herein; and
26 4. That Defendants be awarded such other and further relief as the Court may deem
27 appropriate.

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1 Dated: June 17, 2024

DUANE MORRIS LLP

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3 By: /s/Courtney L. Baird

Courtney L. Baird, Esq.

Ayad Mathews, Esq.

4 Attorneys for Defendants

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