

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

_____	)	
Scott Rilley, Michelle Kunza, Venus	)	
Colquitt-Montgomery, Jonathon Aldrich,	)	
and Kendra Buettner, individually and on	)	
behalf of the putative class,	)	
	)	No.: 16-CV-4001 (DWF/LIB)
	)	
	)	
Plaintiffs,	)	<b><u>ANSWER TO SECOND</u></b>
vs.	)	<b><u>AMENDED CLASS ACTION</u></b>
	)	<b><u>COMPLAINT AND</u></b>
MoneyMutual, LLC, Selling Source, LLC,	)	<b><u>AFFIRMATIVE DEFENSES</u></b>
and PartnerWeekly, LLC,	)	
	)	
Defendants.	)	
_____	)	

Defendants MoneyMutual, LLC, Selling Source, LLC,<sup>1</sup> and PartnerWeekly, LLC (collectively “Defendants”) as and for their Answer to Plaintiffs Scott Rilley, Michelle Kunza, Venus Colquitt-Montgomery, Jonathon Aldrich, and Kendra Buettner (collectively “Plaintiffs”) Second Amended Class Action Complaint (“Complaint”), state and allege as follows:

**INTRODUCTION**

1. With regard to the allegations contained in paragraph 1 of Plaintiffs’ Complaint, Defendants admit only that Plaintiffs filed this action as a consumer class action; Defendants deny the remaining allegations in paragraph 1.

2. Defendants deny the allegations contained in paragraph 2.

<sup>1</sup> By this Answer, Defendants do not waive their jurisdictional defenses but hereby expressly preserve their right to seek appellate review of the Court’s assertion of personal jurisdiction over them.

3. Defendants deny the allegations contained in paragraph 3.

4. Defendants deny the allegations contained in paragraph 4.

5. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 5, and, therefore, deny the same.

6. Defendants deny the allegations contained in paragraph 6.

7. Defendants deny the allegations contained in paragraph 7.

8. Paragraph 8 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

#### **THE PARTIES**

9. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 9, and, therefore, deny the same.

10. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 10, and, therefore, deny the same.

11. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 11, and, therefore, deny the same.

12. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 12, and, therefore, deny the same.

13. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 13, and, therefore, deny the same.

14. With regard to the allegations contained in paragraph 14 of Plaintiffs' Complaint, Defendants admit only that Defendant MoneyMutual, LLC, is a Nevada limited liability company; Defendants deny the remaining allegations in paragraph 14.

15. With regard to the allegations contained in paragraph 15 of Plaintiffs' Complaint, Defendants admit only that Defendant Selling Source, LLC, is a Delaware limited liability company with its principal place of business in Las Vegas, Nevada; Defendants deny the remaining allegations in paragraph 15.

16. With regard to the allegations contained in paragraph 16 of Plaintiffs' Complaint, Defendants admit only that Defendant PartnerWeekly, LLC, is a Nevada limited liability company with its principal place of business in Las Vegas, Nevada, and that it is a wholly-owned subsidiary of Selling Source, LLC; Defendants deny the remaining allegations in paragraph 16.

### **JURISDICTION**

17. Defendants admit the allegations contained in Paragraph 17.

### **VENUE**

18. Paragraph 18 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

### **MINNESOTA'S EXTENSIVE REGULATION OF PAYDAY LENDING**

19. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 19, and, therefore, deny the same.

20. Paragraph 20 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

21. Paragraph 21 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

22. Paragraph 22 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

23. Paragraph 23 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

24. Paragraph 24 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

25. Paragraph 25 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

26. Paragraph 26 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

27. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 27, and, therefore, deny the same.

28. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 28, and, therefore, deny the same.

29. Defendants deny the allegations contained in paragraph 29.

30. With regard to the allegations contained in paragraph 30, Defendants admit only that the CFPB investigated Defendants as lead generators and asserted jurisdiction on the basis of Defendants being service providers, and not lenders; and Defendants affirmatively aver that the investigation was closed with a “no action” letter. Defendants deny the remaining allegations contained in paragraph 30.

31. Paragraph 31 of Plaintiffs’ Complaint purports to characterize the document attached to the Complaint as Exhibit D, which document speaks for itself. Defendants deny that Plaintiffs’ characterization is accurate, and to the extent Plaintiffs’ allegations are inconsistent with the document, Defendants deny the same.

32. Paragraph 32 of Plaintiffs’ Complaint purports to characterize the document attached to the Complaint as Exhibit E, which document speaks for itself. Defendants deny that Plaintiffs’ characterization is accurate, and to the extent Plaintiffs’ allegations are inconsistent with the document, Defendants deny the same.

33. Paragraph 33 of Plaintiffs’ Complaint purports to characterize the document attached to the Complaint as Exhibit I, which document speaks for itself. Defendants deny that Plaintiffs’ characterization is accurate, and to the extent Plaintiffs’ allegations are inconsistent with the document, Defendants deny the same.

34. With regard to the allegations contained in paragraph 34, Defendants admit only that the Illinois Attorney General sued MoneyMutual, but deny that paragraph 34 accurately describes the Illinois Attorney General's allegations and affirmatively aver that the Illinois Attorney General's Complaint speaks for itself. Defendants deny the allegations contained in paragraph 34 to the extent that they contradict with or differ from the foregoing.

35. Paragraph 35 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

**DEFENDANTS' ILLEGAL PAYDAY LOANS<sup>2</sup>**

36. With regard to the allegations contained in paragraph 36, Defendants admit only that Selling Source, which is not an operating company, wholly owns and is the sole managing member of PartnerWeekly and MoneyMutual; that PartnerWeekly is the managing agent of MoneyMutual; and that PartnerWeekly and MoneyMutual engage in generating leads in connection with small-dollar, short-term lending. Except as expressly admitted herein, Defendants deny the allegations in paragraph 36 of the Complaint.

37. With regard to the allegations contained in paragraph 37, Defendants admit only that PartnerWeekly is Selling Source's primary operating subsidiary in connection with generating leads in connection with small-dollar, short-term lending. Except as

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<sup>2</sup> Defendants repeat Plaintiffs' headings for ease of reference only. To the extent any headings contain allegations to which a response is required, Defendants deny the same.

expressly admitted herein, Defendants deny the allegations in paragraph 37 of the Complaint.

38. Defendants admit the allegations contained in paragraph 38.

39. Defendants admit the allegations contained in paragraph 39.

40. With regard to the allegations contained in paragraph 40 of Plaintiffs' Complaint, Defendants admit only that Montel Williams is a celebrity spokesperson for MoneyMutual, LLC; Defendants deny the remaining allegations in paragraph 40 of Plaintiffs' Complaint.

41. Defendants deny the allegations contained in paragraph 41.

42. With regard to the allegations contained in paragraph 42, Defendants admit only that Minnesota consumers and other consumers nationwide who are interested in obtaining a small-dollar, short-term loan submit personal information to the moneymutual.com website and request that it be submitted to potential lenders; Defendants affirmatively aver that PartnerWeekly offers such leads to potential lenders who have submitted parameters for potential borrowers to PartnerWeekly, via real-time, automated software sometimes referred to as a "ping tree." Defendants further admit that such information includes consumers' addresses and how much the consumers would like to borrow. Except as expressly admitted herein, Defendants deny the allegations of paragraph 42.

43. With regard to the allegations contained in paragraph 43, Defendants incorporate by reference their answer to Paragraph 42 of the Complaint as if specifically set forth herein. To the extent that the allegations contained in paragraph 43 of the

Complaint contradict or differ from such response, Defendants deny such allegations. Except as expressly admitted herein, Defendants deny the allegations of paragraph 43.

44. Defendants admit the allegations contained in paragraph 44.

45. With regard to the allegations contained in paragraph 45 of Plaintiffs' Complaint, Defendants admit only the allegations relating to PartnerWeekly; Defendants deny the remaining allegations in paragraph 45 of Plaintiffs' Complaint.

46. Paragraph 46 of Plaintiffs' Complaint purports to quote MoneyMutual's website, which speaks for itself. To the extent Plaintiffs' allegations are inconsistent with the website, Defendants deny the same.

47. Defendants deny the allegations contained in paragraph 47.

48. Defendants deny the allegations contained in paragraph 48.

49. Defendants deny the allegations contained in paragraph 49.

50. Defendants deny the allegations contained in the first sentence of paragraph 50 of Plaintiffs' Complaint. The second sentence of paragraph 50 of Plaintiffs' Complaint purports to quote MoneyMutual's website, which speaks for itself; to the extent Plaintiffs' allegations are inconsistent with the website, Defendants deny the same. The third sentence of paragraph 50 states a legal conclusion to which no response is required; to the extent a response is required, Defendants deny the allegations contained therein.

51. Defendants deny the allegations contained in paragraph 51.

52. Defendants deny the allegations contained in paragraph 52.

53. Defendants deny the allegations contained in paragraph 53.

54. Defendants deny the allegations contained in paragraph 54.



55. Paragraph 55 of Plaintiffs' Complaint purports to characterize the document attached to the Complaint as Exhibit H, which document speaks for itself; to the extent Plaintiffs' allegations are inconsistent with the document, Defendants deny the same. Defendants deny the remaining allegations contained in paragraph 55.

56. Defendants deny the allegations contained in paragraph 56.

57. With regard to the allegations contained in paragraph 57 of Plaintiffs' Complaint, Defendants admit and aver that none of them are licensed by the State of Minnesota. Except as expressly admitted and averred, Defendants are without knowledge required to admit or deny the remaining allegations of Paragraph 57, and on that basis deny them.

58. Defendants state that they are without knowledge required to admit or deny the allegations contained in the first sentence of paragraph 58, and, therefore, deny the same. Defendants deny the remaining allegations contained in paragraph 58.

59. Defendants deny the allegations contained in paragraph 59.

60. Paragraph 60 of Plaintiffs' Complaint purports to quote MoneyMutual's website, which speaks for itself. To the extent Plaintiffs' allegations are inconsistent with the website, Defendants deny the same.

61. Paragraph 61 of Plaintiffs' Complaint purports to quote MoneyMutual's website, which speaks for itself. To the extent Plaintiffs' allegations are inconsistent with the website, Defendants deny the same.

62. Paragraph 62 of Plaintiffs' Complaint purports to quote MoneyMutual's website, which speaks for itself. To the extent Plaintiffs' allegations are inconsistent with the website, Defendants deny the same.

63. Defendants deny the allegations contained in paragraph 63.

64. With regard to the allegations contained in paragraph 64 of Plaintiffs' Complaint, Defendants admit that a former officer of Selling Source made such statements, but aver that the statements when made were substantially inaccurate.

65. Defendants admit the allegations contained in the first sentence of paragraph 65 Plaintiffs' Complaint and deny the allegations contained in the second sentence of paragraph 65.

66. Defendants deny the allegations contained in paragraph 66.

**PLAINTIFF SCOTT RILLEY'S ILLEGAL PAYDAY LOAN**

67. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 67, and, therefore, deny the same.

68. Defendants state that they are without knowledge required to admit or deny the allegations contained in the first and third sentences of paragraph 68, and, therefore, deny the same. Defendants deny the second sentence of paragraph 68.

69. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 69, and, therefore, deny the same.

70. Defendants admit the allegations contained in paragraph 70 of Plaintiffs' Complaint with regard to MoneyMutual, and deny the allegations with regard to PartnerWeekly and Selling Source.

71. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 71, and, therefore, deny the same.

72. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 72, and, therefore, deny the same.

73. Defendants deny the allegation contained in paragraph 73 of Plaintiffs' Complaint that they "arranged" a loan to Plaintiff Riley. Defendants state that they are without knowledge required to admit or deny the remaining allegations contained in paragraph 73, and, therefore, deny the same.

74. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 74, and, therefore, deny the same.

75. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 75, and, therefore, deny the same.

76. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 76, and, therefore, deny the same.

77. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 77, and, therefore, deny the same.

78. Paragraph 78 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

79. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 79, and, therefore, deny the same.

**PLAINTIFFS MICHELLE KUNZA'S ILLEGAL LOANS**

80. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 80, and, therefore, deny the same.

81. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 81, and, therefore, deny the same.

82. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 82, and, therefore, deny the same.

83. With regard to the allegations contained in paragraph 83 of Plaintiffs' Complaint, Defendants admit that after Plaintiff Kunza submitted her information to moneymutual.com, PartnerWeekly offered the lead through its "ping tree" software to lenders which had set parameters with which Plaintiff Kunza's information conformed, and that lender CashCure or an affiliate acquired the lead through the "ping tree" auction. Except as expressly admitted herein, Defendants deny the allegations of Paragraph 83.

84. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 84, and, therefore, deny the same.

85. Defendants admit the allegations contained in paragraph 85 of Plaintiffs' Complaint with regard to PartnerWeekly, deny the allegations with regard to Selling Source, and state that they are without knowledge required to admit or deny the allegations with regard to DataX, and, therefore, deny the same.

86. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 86, and, therefore, deny the same.

87. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 87, and, therefore, deny the same.

88. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 88, and, therefore, deny the same.

89. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 89, and, therefore, deny the same.

90. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 90, and, therefore, deny the same.

91. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 91, and, therefore, deny the same.

92. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 92, and, therefore, deny the same.

93. Defendants deny the allegations contained in the third sentence of paragraph 93. Defendants state that they are without knowledge required to admit or deny the remaining allegations contained in paragraph 93, and, therefore, deny the same.

94. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 94, and, therefore, deny the same.

95. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 95, and, therefore, deny the same.

96. Defendants deny the allegations contained in the first sentence of paragraph 96. Defendants state that they are without knowledge required to admit or deny the remaining allegations contained in paragraph 96, and, therefore, deny the same.

97. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 97, and, therefore, deny the same.

98. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 98, and, therefore, deny the same.

99. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 99, and, therefore, deny the same.

100. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 100, and, therefore, deny the same.

101. Paragraph 101 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

**PLAINTIFF VENUS COLQUITT-MONTGOMERY'S ILLEGAL PAYDAY LOAN**

102. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 102, and, therefore, deny the same.

103. Defendants deny the allegations contained in the first sentence of paragraph 103 and admit the allegations contained in the second sentence of paragraph 103 as to MoneyMutual, but deny such allegations as to PartnerWeekly and Selling Source.

104. Defendants admit the allegations contained in paragraph 104 as to MoneyMutual, but deny such allegations as to PartnerWeekly and Selling Source.

105. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 105, and, therefore, deny the same.

106. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 106, and, therefore, deny the same.

107. Paragraph 107 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

108. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 108, and, therefore, deny the same.

109. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 109, and, therefore, deny the same.

110. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 110, and, therefore, deny the same.

**PLAINTIFF JONATHON ALDRICH'S ILLEGAL PAYDAY LOAN**

111. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 111, and, therefore, deny the same.

112. Defendants deny the allegations contained in paragraph 112.

113. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 113, and, therefore, deny the same.

114. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 114, and, therefore, deny the same.

115. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 115, and, therefore, deny the same.

116. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 116, and, therefore, deny the same.

117. Paragraph 117 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

**PLAINTIFF KENDRA BUETTNER'S ILLEGAL PAYDAY LOAN**

118. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 118, and, therefore, deny the same.

119. Defendants deny the allegations contained in paragraph 119.

120. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 120, and, therefore, deny the same.

121. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 121, and, therefore, deny the same.

122. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 122, and, therefore, deny the same.

123. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 123, and, therefore, deny the same.

124. Defendants state that they are without knowledge required to admit or deny the allegations contained in paragraph 124, and, therefore, deny the same.

125. Paragraph 125 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.



**CLASS ACTION ALLEGATIONS**

126. Defendants admit that Plaintiffs purport to bring this action individually and as a class action pursuant to the applicable rules. Defendants deny that Plaintiffs have alleged claims upon which relief can be granted and that Plaintiffs' Complaint is meritorious. Defendants deny the remaining allegations contained in paragraph 126.

127. Defendants admit that Plaintiffs purport to bring this action individually and on behalf of the class described in Paragraph 127 of Plaintiffs' Complaint. Defendants deny that Plaintiffs have alleged claims upon which relief can be granted and that Plaintiffs' Complaint is meritorious. Defendants deny the remaining allegations contained in paragraph 127.

128. Paragraph 128 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

129. Paragraph 129 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

130. The first sentence of paragraph 130 of Plaintiffs' Complaint states a legal conclusion to which no response is required; to the extent a response is required, Defendants deny the allegations contained therein. Defendants deny the remaining allegations contained in paragraph 130.

131. Defendants deny the allegations contained in the first sentence of Paragraph 131 of Plaintiffs' Complaint, that Plaintiffs will adequately and fairly protect the interests

of any purported class, and that any purported class is appropriate. Defendants further state that they are without knowledge required to admit or deny the remaining allegations contained in paragraph 131, and, therefore, deny the same

132. Paragraph 132 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

133. Paragraph 133 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

134. Paragraph 134 of Plaintiffs' Complaint states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

**COUNT ONE**  
**VIOLATIONS ON MINN. STAT. §§ 47.60 AND 47.601**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

135. In response to paragraph 135, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

136. Defendants deny the allegations contained in paragraph 136.

137. Defendants deny the allegations contained in paragraph 137.

138. Defendants deny the allegations contained in paragraph 138.

**COUNT TWO**  
**VIOLATION OF MINN. STAT. § 325F.69**  
**(Consumer Fraud Act enforced through Minn. Stat. § 8.31)**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

139. In response to paragraph 139, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

140. Defendants deny the allegations contained in paragraph 140.

141. Defendants deny the allegations contained in paragraph 141.

142. Defendants deny the allegations contained in paragraph 142.

**COUNT THREE**  
**VIOLATION OF MINN. STAT. § 325D.44**  
**(Uniform Deceptive Trade Practices Act)**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

143. In response to paragraph 143, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

144. Subparagraphs (a)-(b) of Paragraph 144 of Plaintiffs' Complaint purport to characterize the document attached to the Complaint as Exhibit H, which document speaks for itself; to the extent Plaintiffs' allegations are inconsistent with the document, Defendants deny the same. Defendants deny the remaining allegations contained in paragraph 144.

145. Defendants deny the allegations contained in paragraph 145.

146. Defendants deny the allegations contained in paragraph 146.

147. Defendants deny the allegations contained in paragraph 147.

**COUNT FOUR**  
**VIOLATION OF MINN. STAT. § 325F.67**  
**(False Statement in Advertising Act enforced through Minn. Stat. § 8.31)**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

148. In response to paragraph 148, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

149. Defendants deny the allegations contained in paragraph 149.

150. Defendants deny the allegations contained in paragraph 150.

151. Defendants deny the allegations contained in paragraph 151.

**COUNT FIVE**  
**UNJUST ENRICHMENT**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**  
**(Pled in the alternative)**

152. In response to paragraph 152, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

153. Defendants deny the allegations contained in paragraph 153.

154. Defendants deny the allegations contained in paragraph 154.

155. Defendants deny the allegations contained in paragraph 155.

**COUNT SIX**  
**CIVIL CONSPIRACY**  
**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

156. In response to paragraph 156, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

157. Defendants deny the allegations contained in paragraph 157.

158. Defendants deny the allegations contained in paragraph 158.

**COUNT SEVEN**  
**AIDING AND ABETTING**

**(Asserted on behalf of the individual plaintiffs and the Class against Defendants)**

159. In response to paragraph 159, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

160. Defendants deny the allegations contained in paragraph 160.

161. Defendants deny the allegations contained in paragraph 161.

162. Defendants deny the allegations contained in paragraph 162.

**COUNT EIGHT**  
**ALTER EGO/PIERCING THE CORPORATE VEIL**

**(Asserted in the alternative on behalf of the individual plaintiffs and the Class against Selling Source and PartnerWeekly)**

163. In response to paragraph 163, Defendants incorporate and re-allege the foregoing paragraphs of this Answer.

164. Defendants deny the allegations contained in paragraph 164.

165. Defendants deny the allegations contained in paragraph 165.

166. Defendants deny the allegations contained in paragraph 166.

167. Defendants deny the allegations contained in paragraph 167.

168. Defendants deny the allegations contained in paragraph 168.

169. Defendants deny the allegations contained in paragraph 169.

170. Defendants deny the allegations contained in paragraph 170.

171. Defendants deny the allegations contained in paragraph 171.

172. Defendants deny the allegations contained in paragraph 172.

173. Defendants deny the allegations contained in paragraph 173.

174. Defendants deny the allegations contained in paragraph 174.

175. Defendants deny the allegations contained in paragraph 175.

176. Defendants deny the allegations contained in paragraph 176.

177. Defendants deny the allegations contained in paragraph 177.

178. Defendants deny the allegations contained in paragraph 178.

**AFFIRMATIVE DEFENSES**

As and for their affirmative defenses, Defendants state and allege as follows:

1. Plaintiffs' claims are barred, in whole or in part, because they fail to state a claim upon which relief may be granted.

2. Plaintiffs' claims are barred, in whole or in part, because the Court does not have personal jurisdiction over Defendants.

3. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have no recoverable damages.

4. Plaintiffs' claims are barred, in whole or in part, because they failed to name the correct parties and necessary and indispensable parties.

5. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' damages, if any, were caused by the actions of third-parties over which Defendants exercised no control.

6. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate their damages, if any.

7. Plaintiffs' claims are barred, in whole or in part, by the doctrines of assumption of risk, contributory negligence, laches, waiver, ratification, unclean hands, or estoppel.

8. Plaintiffs' claims are barred, in whole or in part, by applicable statutes of limitation.

9. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs would be unjustly enriched if they were permitted to obtain any recovery in this action.

10. Plaintiffs' claims are barred, in whole or in part, by the terms of the agreements that govern Plaintiffs' loan.

11. Plaintiffs' claims are barred, in whole or in part, because some, or all, of the damages sought by Plaintiffs are precluded from recovery by the terms of the agreements that govern Plaintiffs' loans.

12. Plaintiffs' claims are barred, in whole or in part, as a result of the doctrines of lack of privity and lack of consideration.

13. Plaintiffs' claims are barred, in whole or in part, due to Plaintiffs' failure to satisfy requisite conditions precedent.

14. Plaintiffs' claims are barred, in whole or in part, because Defendants are not a party to the agreements that govern Plaintiffs' loans.

15. Plaintiffs' claims are barred, in whole or in part, because the "Minnesota Payday Lending Statutes" cited in Plaintiffs' Complaint are unconstitutional because they are void for vagueness and unconstitutionally restrict Defendants' rights under the First Amendment.

16. Plaintiffs' claims are barred, in whole or in part, because injunctive relief is not available.

17. Defendants hereby reserve the right to assert any additional affirmative defenses which may arise as discovery in this matter proceeds.

Dated: October 17, 2018

WINTHROP & WEINSTINE, P.A.

s/ Joseph M. Windler  
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