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8 *Attorneys for Defendant Umpqua Bank*

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13
14 Shela Camenisch and Dale M. Dean,
individually and on behalf of all others
similarly situated,

15 Plaintiffs,

16 vs.

17 Umpqua Bank,

18 Defendant.
19

CASE NO.: 3:20-cv-05905-RS

Judge Richard G. Seeborg

**DEFENDANT UMPQUA BANK'S
ANSWER TO PLAINTIFFS' FIRST
AMENDED CLASS ACTION
COMPLAINT**

CLASS ACTION

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CASE NO.: 3:20-cv-05905-RS

1 Defendant Umpqua Bank (“Umpqua”) hereby answers the First Amended Class Action
2 Complaint (“First Amended Complaint”) filed by Plaintiffs Shela Camenisch, Dale M. Dean,
3 Luna Baron and Eva King (collectively, “Plaintiffs”).

4 **PRELIMINARY STATEMENT**

5 Umpqua provides this Answer based on a reasonable inquiry and its knowledge to date.
6 Investigations into the matters that are the subject of this First Amended Complaint are ongoing.
7 Accordingly, Umpqua reserves the right to amend, supplement, revise, clarify or correct the
8 responses set forth below after those investigations have concluded.¹

9 **INTRODUCTION**

10 1. Answering paragraph 1, Umpqua lacks sufficient knowledge or information to
11 form a belief as to the truth of the allegations, and on that basis, denies them.

12 2. Answering paragraph 2, Umpqua lacks sufficient knowledge or information to
13 form a belief as to the truth of the allegations, and on that basis, denies them.

14 3. Answering paragraph 3, Umpqua admits only that it is aware of a pending action
15 filed by the Securities and Exchange Commission against Lewis Wallach, the former president of
16 PFI, which is captioned as *Securities and Exchange Commission v. Lewis Wallach*, Case No.
17 3:20-cv-06756-YGR. As to all remaining allegations, Umpqua lacks sufficient knowledge or
18 information to form a belief as to the truth of the remaining allegations, and on that basis, denies
19 them.

20 4. Answering paragraph 4, Umpqua admits only that it maintains bank accounts for
21 various PFI and PISF entities related to Casey. Umpqua denies the remaining allegations.

22 5. Answering paragraph 5, Umpqua admits only it is aware that various companies
23 associated with Casey filed bankruptcy in United States Bankruptcy Court for the Northern
24 District of California. *See, e.g., In Re: Professional Investors Security Fund Inc.*, No. 3:20-BK-

25 _____
26 ¹ For the avoidance of doubt, Umpqua denies any allegation not otherwise expressly admitted
27 herein. Further, Umpqua is not required to respond to the headings, sub-headings, appendices or
28 footnotes of the Complaint, but to the extent any response is required, unless otherwise expressly
stated herein, Umpqua denies any such allegations.

1 30579 (Bankr. N.D. Cal.). Umpqua lacks sufficient knowledge or information to form a belief as
2 to the nature of Plaintiffs' investment or their personal financial situation. Umpqua denies the
3 remaining allegations, and further denies that Plaintiffs have suffered any damages due to the
4 actions or inactions of Umpqua, and that Plaintiffs are entitled to recover any damages from
5 Umpqua.

6 **PARTIES**

7 6. Answering paragraph 6, Umpqua admits only that it is aware that Shela Camenisch
8 and Dale Dean are citizens and residents of Richmond, Virginia, and learned of PFI and/or PISF
9 from friends. Umpqua denies the remaining allegations.

10 7. Answering paragraph 7, Umpqua admits only that it is aware Luna Baron is a
11 citizen and resident of California. Umpqua denies the remaining allegations.

12 8. Answering paragraph 8, Umpqua admits only that it is aware Eva King is a citizen
13 and resident of Walnut Creek, California. Umpqua denies the remaining allegations.

14 9. Answering paragraph 9, Umpqua admits that it is a community bank chartered in
15 Oregon and that its primary office is in Roseburg, Oregon. Umpqua denies the remaining
16 allegations.

17 **JURISDICTION**

18 10. Answering paragraph 10, this paragraph asserts a legal conclusion to which no
19 response is required. To the extent a response is required, Umpqua does not challenge the subject
20 matter jurisdiction of this Court, but otherwise denies the allegations in the paragraph and
21 specifically denies liability to Plaintiffs in in excess of \$5,000,000.

22 11. Answering paragraph 11, this paragraph asserts a legal conclusion to which no
23 response is required. To the extent a response is required, Umpqua does not challenge the subject
24 matter jurisdiction of this Court, but otherwise denies the allegations in the paragraph and
25 specifically denies liability to Plaintiffs in in excess of \$75,000.

26 **INTRADISTRICT ASSIGNMENT**

27 12. Answering paragraph 12, Umpqua does not challenge the venue of this case in this
28 Court, but otherwise denies the allegations in the paragraph and specifically denies that it aided

1 and abetted Casey's Ponzi scheme.

2 **FACTUAL ALLEGATIONS**

3 **A. Ken Casey's Ponzi Scheme**

4 13. Answering paragraph 13, Umpqua lacks sufficient knowledge or information to
5 form a belief as to the truth of the allegations and on that basis, denies them.

6 14. Answering paragraph 14, Umpqua lacks sufficient knowledge or information to
7 form a belief as to the truth of the allegations and on that basis, denies them.

8 15. Answering paragraph 15, Umpqua lacks sufficient knowledge or information to
9 form a belief as to the truth of the allegations and on that basis, denies them.

10 16. Answering paragraph 16, Umpqua lacks sufficient knowledge or information to
11 form a belief as to the truth of the allegations and on that basis, denies them.

12 17. Answering paragraph 17, Umpqua lacks sufficient knowledge or information to
13 form a belief as to the truth of the allegations and on that basis, denies them.

14 18. Answering paragraph 18, Umpqua lacks sufficient knowledge or information to
15 form a belief as to the truth of the allegations and on that basis, denies them.

16 19. Answering paragraph 19, Umpqua lacks sufficient knowledge or information to
17 form a belief as to the truth of the allegations and on that basis, denies them.

18 20. Answering paragraph 20, Umpqua lacks sufficient knowledge or information to
19 form a belief as to the truth of the allegations and on that basis, denies them.

20 21. Answering paragraph 21, Umpqua lacks sufficient knowledge or information to
21 form a belief as to the truth of the allegations and on that basis, denies them.

22 22. Answering paragraph 22, Umpqua admits only it is aware that various companies
23 associated with Casey filed bankruptcy in United States Bankruptcy Court for the Northern
24 District of California. *See, e.g., In Re: Professional Investors Security Fund Inc.*, No. 3:20-BK-
25 30579 (Bankr. N.D. Cal.). Umpqua denies the remaining allegations, and further denies that
26 Plaintiffs have suffered any damages due to the actions or inactions of Umpqua, and that Plaintiffs
27 are entitled to recover any damages from Umpqua.

28 23. Answering paragraph 23, Umpqua lacks sufficient knowledge or information to

1 form a belief as to the truth of the allegations and on that basis, denies them.

2 24. Answering paragraph 24, Umpqua lacks sufficient knowledge or information to
3 form a belief as to the truth of the allegations and on that basis, denies them.

4 **B. Umpqua Bank Aided and Abetted Casey's Ponzi Scheme**

5 25. Answering paragraph 25, Umpqua admits only that it maintains bank accounts for
6 various PFI and PISF entities related to Casey. Umpqua lacks sufficient knowledge or
7 information to form a belief as to the truth of the remaining allegations and on that basis, denies
8 them.

9 26. Answering paragraph 26, Umpqua responds that the allegations are legal
10 conclusions to which no response is required. To the extent that a response is required, Umpqua
11 denies the allegations.

12 27. Answering paragraph 27, Umpqua responds that the allegations are legal
13 conclusions to which no response is required. To the extent that a response is required, Umpqua
14 denies the allegations.

15 28. Answering paragraph 28, Umpqua denies the allegations.

16 29. Answering paragraph 29 and all of its subparts (a) through (l), Umpqua admits
17 only that it maintains bank accounts for various PFI and PISF entities related to Casey and that
18 various companies associated with Casey filed bankruptcy in United States Bankruptcy Court for
19 the Northern District of California. *See, e.g., In Re: Professional Investors Security Fund Inc.*,
20 No. 3:20-BK-30579 (Bankr. N.D. Cal.). Umpqua denies all the remaining allegations in
21 paragraph 29 and all of its subparts (a) through (l).

22 30. Answering paragraph 30, Umpqua responds that the allegations are legal
23 conclusions to which no response is required. To the extent that a response is required Umpqua
24 denies the allegations.

25 31. Answering paragraph 31, Umpqua denies the allegations that Umpqua provided
26 banking assistance that Casey needed to operate his Ponzi scheme. Umpqua lacks sufficient
27 knowledge or information to form a belief as to the truth of the remaining allegations, and on that
28 basis, denies them.

1 form a belief as to the truth of the allegations and on that basis, denies them.

2 43. Answering paragraph 43, Umpqua lacks sufficient knowledge or information to
3 form a belief as to the truth of the allegations and on that basis, denies them.

4 44. Answering paragraph 44, Umpqua lacks sufficient knowledge or information to
5 form a belief as to the truth of the allegations and on that basis, denies them.

6 45. Answering paragraph 45, Umpqua lacks sufficient knowledge or information to
7 form a belief as to the truth of the allegations and on that basis, denies them.

8 46. Answering paragraph 46, Umpqua lacks sufficient knowledge or information to
9 form a belief as to the truth of the allegations and on that basis, denies them.

10 47. Answering paragraph 47, Umpqua admits only that various companies associated
11 with Casey filed bankruptcy in United States Bankruptcy Court for the Northern District of
12 California. *See, e.g., In Re: Professional Investors Security Fund Inc.*, No. 3:20-BK-30579
13 (Bankr. N.D. Cal.). Umpqua lacks sufficient knowledge or information to form a belief as to the
14 truth of the remaining allegations and on that basis, denies them. Umpqua further denies that
15 Plaintiffs have suffered any damages due to the actions or inactions of Umpqua, and that Plaintiffs
16 are entitled to recover any damages from Umpqua.

17 **CLASS ACTION ALLEGATIONS**

18 48. Answering paragraph 48, Umpqua responds that Paragraph 48 is a characterization
19 of Plaintiffs' putative class to which no response is required. To the extent that Paragraph 48 is
20 intended to suggest that Plaintiffs have defined an ascertainable class, Umpqua specifically denies
21 that Plaintiffs have adequately defined the class of persons upon whose behalf they purport to
22 bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements,
23 and denies that nationwide class treatment, or any class treatment for that matter, is appropriate.
24 To the extent that a further response is required, Umpqua denies the allegations

25 49. Answering paragraph 49, Umpqua responds that Paragraph 49 is a characterization
26 of Plaintiffs' putative class to which no response is required. To the extent that Paragraph 49 is
27 intended to suggest that Plaintiffs have defined an ascertainable class, Umpqua specifically denies
28 that Plaintiffs have adequately defined the class of persons upon whose behalf they purport to

1 bring this action, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements,
2 and denies that nationwide class treatment, or any class treatment for that matter, is appropriate.

3 To the extent that a further response is required, Umpqua denies the allegations

4 50. Answering paragraph 50, Umpqua responds that Paragraph 50 is a characterization
5 of Plaintiffs' putative class to which no response is required. To the extent that Paragraph 50 is
6 intended to suggest that Plaintiffs proposed class meets requirements for class certification,
7 Umpqua specifically denies that Plaintiffs proposed class meets requirements for class
8 certification, denies that Plaintiffs have or can satisfy the Rule 23 class action requirements, and
9 denies that nationwide class treatment, or any class treatment for that matter, is appropriate. To
10 the extent that a further response is required, Umpqua denies the allegations.

11 51. Answering paragraph 51, Umpqua responds that Paragraph 51 is a characterization
12 of Plaintiffs' putative class to which no response is required. To the extent that Paragraph 51 is
13 intended to suggest that Plaintiffs have defined a sufficiently numerous class Umpqua specifically
14 denies that Plaintiffs have adequately defined a sufficiently numerous class of persons upon
15 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule
16 23 class action requirements, and denies that nationwide class treatment, or any class treatment
17 for that matter, is appropriate. To the extent that a further response is required, Umpqua denies
18 the allegations.

19 52. Answering paragraph 52 and all of its subparts (a) through (d), Umpqua responds
20 that Paragraph 52 is a characterization of Plaintiffs' putative class to which no response is
21 required. To the extent that Paragraph 52 is intended to suggest that Plaintiffs have defined a
22 sufficiently numerous class Umpqua specifically denies that Plaintiffs have adequately defined a
23 sufficiently numerous class of persons upon whose behalf they purport to bring this action, denies
24 that Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide
25 class treatment, or any class treatment for that matter, is appropriate. To the extent that a further
26 response is required, Umpqua denies the allegations.

27 53. Answering paragraph 53, Umpqua responds that Paragraph 53 is a characterization
28 of Plaintiffs' putative class to which no response is required. To the extent that Paragraph 53 is

1 intended to suggest that Plaintiffs have defined a sufficiently numerous class Umpqua specifically
2 denies that Plaintiffs have adequately defined a sufficiently numerous class of persons upon
3 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule
4 23 class action requirements, and denies that nationwide class treatment, or any class treatment
5 for that matter, is appropriate. To the extent that a further response is required, Umpqua denies
6 the allegations.

7 54. Answering paragraph 54, Umpqua responds that Paragraph 54 is a characterization
8 of Plaintiffs’ putative class to which no response is required. To the extent that Paragraph 54 is
9 intended to suggest that Plaintiffs have defined a sufficiently numerous class Umpqua specifically
10 denies that Plaintiffs have adequately defined a sufficiently numerous class of persons upon
11 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule
12 23 class action requirements, and denies that nationwide class treatment, or any class treatment
13 for that matter, is appropriate. To the extent that a further response is required, Umpqua denies
14 the allegations.

15 55. Answering paragraph 55, Umpqua responds that Paragraph 55 is a characterization
16 of Plaintiffs’ putative class to which no response is required. To the extent that Paragraph 55 is
17 intended to suggest that Plaintiffs have defined a sufficiently numerous class Umpqua specifically
18 denies that Plaintiffs have adequately defined a sufficiently numerous class of persons upon
19 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule
20 23 class action requirements, and denies that nationwide class treatment, or any class treatment
21 for that matter, is appropriate. To the extent that a further response is required, Umpqua denies
22 the allegations.

23 56. Answering paragraph 56, Umpqua responds that Paragraph 56 is a characterization
24 of Plaintiffs’ putative class to which no response is required. To the extent that Paragraph 56 is
25 intended to suggest that Plaintiffs have defined a sufficiently numerous class Umpqua specifically
26 denies that Plaintiffs have adequately defined a sufficiently numerous class of persons upon
27 whose behalf they purport to bring this action, denies that Plaintiffs have or can satisfy the Rule
28 23 class action requirements, and denies that nationwide class treatment, or any class treatment

1 for that matter, is appropriate. To the extent that a further response is required, Umpqua denies
2 the allegations.

3 **ANSWER TO FIRST CAUSE OF ACTION**

4 **Aiding and Abetting Fraud**

5 57. Answering paragraph 57, Umpqua incorporates its responses to paragraphs 1
6 through 56 as if fully set forth herein. Umpqua further denies that Plaintiffs have adequately
7 defined the class of persons upon whose behalf they purport to bring this action, denies that
8 Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide
9 class treatment, or any class treatment for that matter, is appropriate.

10 58. Answering paragraph 58, Umpqua denies that it provided any “assistance” to
11 Casey or any his investment companies in connection with the Casey Ponzi scheme. Umpqua
12 lacks sufficient knowledge or information to form a belief as to the truth of the remaining
13 allegations and on that basis, denies them.

14 59. Answering paragraph 59, Umpqua denies the allegations. Umpqua further denies
15 that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or
16 inactions of Umpqua and also denies that Plaintiffs or the putative class are entitled to any relief
17 from Umpqua.

18 60. Answering paragraph 60, Umpqua denies the allegations. Umpqua further denies
19 that Plaintiffs or the putative class suffered any damages or injury as a result of the actions or
20 inactions of Umpqua and also denies that Plaintiffs or the putative class are entitled to any relief
21 from Umpqua.

22 **ANSWER TO SECOND CAUSE OF ACTION**

23 **Aiding and Abetting Breach of Fiduciary Duty**

24 61. Answering paragraph 61, Umpqua incorporates its responses to paragraphs 1
25 through 60 as if fully set forth herein. Umpqua further denies that Plaintiffs have adequately
26 defined the class of persons upon whose behalf they purport to bring this action, denies that
27 Plaintiffs have or can satisfy the Rule 23 class action requirements, and denies that nationwide
28 class treatment, or any class treatment for that matter, is appropriate.

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SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. Plaintiffs’ claims are barred in whole or in part by the applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

3. Plaintiffs failed to take proper and reasonable steps to avoid, minimize, or mitigate Plaintiffs’ alleged damages and, to the extent of such failure, the damages allegedly incurred by Plaintiffs, if any, should be reduced accordingly or eliminated entirely.

FOURTH AFFIRMATIVE DEFENSE

(Unclean Hands)

4. Plaintiffs’ claims are barred, in whole or in part, by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

(Laches)

5. Plaintiffs’ claims are barred, in whole or in part, by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

6. Plaintiffs are estopped by the action of law or by conduct from maintaining the First Amended Complaint filed in this case.

SEVENTH AFFIRMATIVE DEFENSE

(Co-Liability)

7. Umpqua alleges that any injury or damages which may have been sustained by Plaintiffs were proximately caused by the acts, errors or omissions of persons or entities other than Umpqua.

EIGHTH AFFIRMATIVE DEFENSE

(Fault of Others)

8. If Plaintiffs suffered or sustained any loss, injury, damage, or detriment, the same was directly and proximately caused and contributed to by the breach, conduct, acts, omissions,

1 activities, carelessness, recklessness, negligence, and/or intentional misconduct or intervening
2 acts of other third parties, and not by Umpqua.

3 **NINTH AFFIRMATIVE DEFENSE**

4 (Speculative Damages)

5 9. Umpqua alleges any damage or loss Plaintiffs did incur as a result of any act or
6 conduct by Umpqua would be speculative at best and thus too uncertain for recovery.

7 **TENTH AFFIRMATIVE DEFENSE**

8 (Compliance with Law)

9 10. Umpqua met or exceeded the requirements of applicable laws, regulations, and
10 standards.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 (Good Faith Conduct/Conformance with Applicable Standards)

13 11. Umpqua at all times acted in good faith and in conformance with all applicable
14 government and industry standards, rules and regulations, thus precluding any recovery by
15 Plaintiffs against Umpqua.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 (Lack of Causation)

18 12. The damages complained of were the result of the intervening actions of others
19 and were not proximately caused by the actions or omissions of the Umpqua.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 (Lack of Malice)

22 13. Umpqua specifically denies acting with any willfulness, oppression, fraud, or
23 malice toward Plaintiffs or others.

24 **FOURTEENTH AFFIRMATIVE DEFENSE**

25 (Lack of Standing)

26 14. Plaintiffs' claims are barred because Plaintiffs lack standing to bring them.
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FIFTEENTH AFFIRMATIVE DEFENSE

(Consent)

15. Plaintiffs' claims are barred because Plaintiffs consented to any alleged conduct in the First Amended Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

(Justification/Privilege)

16. Umpqua was justified and privileged in taking the actions alleged in the First Amended Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

17. Plaintiffs, themselves and/or through their agent(s), acted with full knowledge and understanding of the relevant facts and circumstances surrounding the transactions and relations at issue in their litigation and assumed any and all risks associated therewith. Plaintiffs are therefore barred from obtaining the relief sought in the First Amended Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Improper Representative Action)

18. The First Amended Complaint is barred, in whole or in part, because Plaintiffs' action is allowed to continue, there is a substantial potential for harm given the unique and individual issues of fact that will predominate adjudication of Plaintiffs' claims, resulting in hundreds, if not thousands, of mini-trials rendering the action completely unmanageable as a putative class action. In addition, the complexity presented by Plaintiffs' claims and the restitution sought violate due process.

NINETEENTH AFFIRMATIVE DEFENSE

(Ratification)

19. The First Amended Complaint, and each purported cause of action alleged therein, is barred by the conduct, actions and inactions of Plaintiffs, and/or the persons on whose behalf they purport to bring this action, under the doctrine of ratification.

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TWENTIETH AFFIRMATIVE DEFENSE

(No Breach of Duty)

20. Umpqua denies that it or any of its agents, principals or representatives breached any duty or obligations allegedly owed to Plaintiffs or the persons on whose behalf they purport to bring this action.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Recovery)

21. Plaintiffs’ claims are barred, in whole or in part, because they have received returns or recoveries on their losses and therefore have not suffered damages or their damages have been reduced.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Res Judicata)

22. Plaintiffs’ claims are barred, in whole or in part, by res judicata.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Pending Action)

23. Plaintiffs’ claims are barred, or their damages mitigated, to the extent they are extinguished or reduced as result of any pending actions involving Casey, PFI, and PISF. *See, e.g., Securities and Exchange Commission v. Lewis Wallach, Case No. 3:20-cv-06756-YGR; In Re: Professional Investors Security Fund Inc., No. 3:20-BK-30579 (Bankr. N.D. Cal.); Aiken v. Professional Financial Investors, Inc., et al., Case No. 2001560; Morrison v. Rockwell, et al., Case No. 2101895.*

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Waiver)

24. Plaintiffs’ claims against Umpqua, if any, are barred by the doctrine of waiver.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Contributory Negligence and/or Comparative Fault)

25. Plaintiffs are barred from recovering against Umpqua because of the contributory negligence and/or comparative fault of Plaintiffs and others. The damages suffered by Plaintiffs

1 were legally caused by and are the result of the actions of Plaintiffs and others. Accordingly, any
2 recovery by Plaintiffs is barred or must be comparatively reduced by the percentage of fault of
3 others, including Plaintiffs.

4 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

5 (Class Certification Improper)

6 26. The class definition is overbroad, unmanageable, and predominated by
7 individualized issues of fact and law, the result of which should be to deny certification of any
8 proposed class.

9 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

10 (Other Defenses – Putative Class Members)

11 27. Umpqua reserves the right to amend or supplement its affirmative defenses to
12 include defenses that may be applicable to other members of the putative class.

13 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

14 (Offset/Setoff)

15 28. In the event that monies are recovered by Plaintiffs or any other putative class
16 members from any other person or entity, Umpqua is entitled to offset, setoff, and/or any
17 settlement credits permitted by law.

18 **OTHER AFFIRMATIVE DEFENSES**

19 29. Umpqua has insufficient knowledge or information upon which to form a belief as
20 to whether it may have additional, as yet unstated, defenses available. Umpqua expressly reserves
21 the right to assert additional defenses in the event that discovery indicates that such defenses are
22 appropriate.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Defendant Umpqua prays for judgment as follows:

- 25 1. That judgment be entered in favor of Umpqua;
- 26 2. That Plaintiffs take nothing by way of their First Amended Complaint and the
27 claims asserted herein;
- 28 3. That the First Amended Complaint, and the claims against Umpqua, be

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dismissed with prejudice;

- 4. That Umpqua be awarded costs of suit, including attorneys' fees incurred in defense of this action; and
- 5. That Umpqua be granted such other relief as the Court deems just and proper.

DATED: February 3, 2022

MCGUIREWOODS LLP

By: /s/ Alicia A. Baiardo
Alicia A. Baiardo
Attorneys for Defendant Umpqua Bank

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CERTIFICATE OF SERVICE

I hereby certify that on February 3, 2022, I electronically filed the foregoing document entitled **DEFENDANT UMPQUA BANK’S ANSWER TO PLAINTIFFS’ FIRST AMENDED CLASS ACTION COMPLAINT** with the Clerk of the Court for the United States District Court, Northern District of California using the CM/ECF system and served a copy of same upon all counsel of record via the Court’s electronic filing system.

Dated: February 3, 2022

By: /s/ Alicia A. Baiardo
Alicia A. Baiardo