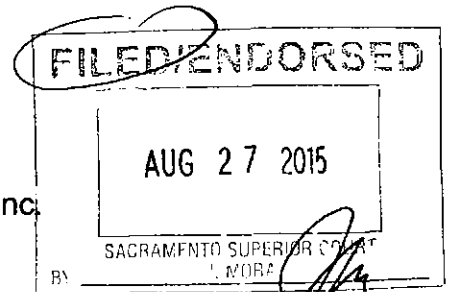


1 CYRUS ZAL, SBN: 102415
2 CYRUS ZAL, A PROFESSIONAL CORPORATION
3 102 Mainsail Court
4 Folsom, CA 95630
5 (916) 985-3576
6 (916) 985-4893 (FAX)

7 Attorney for Defendants Derek Bluford and Quicklegal, Inc.



8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

10 CHANGMING LIU, an individual, and
11 AIMEI WEI, an individual,

12 Plaintiffs,

13 v.

14 CALIFORNIA LEGAL PRO'S, INC., A
15 California corporation; DEREK
16 BLUFORD, an individual;
17 QUICKLEGAL, INC., A California
18 corporation; BANK OF AMERICA,
19 N.A., and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO. 34-2015-00181746-CU-FR-
GDS

**ANSWER OF DEREK BLUFORD
TO UNVERIFIED COMPLAINT OF
PLAINTIFFS CHANGMING LIU AND AIMEI
WEI**

22 COMES NOW Defendant DEREK BLUFORD, in response to the unverified
23 Complaint of plaintiffs CHANGMING LIU AND AIMEI WEI on file herein, admits,
24 denies, and alleges as follows:

25 Under the provisions of §431.30(d) of the California Code of Civil Procedure,
this answering defendant denies generally and specifically, each and every allegation
contained in the unverified Complaint.

1 **AS SEPARATE AND DISTINCT AFFIRMATIVE DEFENSES DEFENDANT**

2 **DEREK BLUFORD ALLEGES AS FOLLOWS:**

3 **FIRST AFFIRMATIVE DEFENSE**

4 The Complaint, and each cause of action therein, fails to state facts sufficient to
5 constitute a cause of action against this answering defendant.

6 **SECOND AFFIRMATIVE DEFENSE**

7 The Complaint, and each cause of action therein, is barred by the statutes of
8 limitation set forth in the California Code of Civil Procedure, commencing with Section
9 335 and continuing through Section 349.4.

10 **THIRD AFFIRMATIVE DEFENSE**

11 This answering defendant alleges by way of a plea of comparative negligence
12 that plaintiffs were negligent in and about the matters and activities alleged in plaintiffs'
13 Complaint, that said negligence contributed to and was a proximate cause of plaintiffs'
14 alleged injuries and damage, if any there were; and if plaintiffs are entitled to recover
15 damages against this answering defendant by virtue of plaintiffs' Complaint, this
16 answering defendant prays that said recovery be diminished by reason of the
17 negligence of plaintiffs in proportion to the degree of fault attributable to plaintiffs.
18

19 **FOURTH AFFIRMATIVE DEFENSE**

20 This answering defendant alleges that other co-defendants, and any and all
21 third parties, were careless and negligent in the matters alleged, that said negligence
22 contributed to and was the proximate cause of plaintiffs' alleged injuries and damages,
23 if any there were, and if plaintiffs are entitled to recover damages from this answering
24 defendant by virtue of plaintiffs' Complaint, defendant prays that said recovery be
25

1 diminished by reason of the negligence of each other defendant or third party in
2 proportion to the degree of fault attributable to said defendant or third party.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 Should plaintiffs recover damages from this answering defendant, this
5 answering defendant is entitled to indemnification, either in whole or in part, from all
6 persons or entities whose negligence and/or fault proximately contributed to plaintiffs'
7 damages, if there were any.

8 **SIXTH AFFIRMATIVE DEFENSE**

9
10 This answering defendant alleges that plaintiffs failed to mitigate the injuries
11 and damages of which plaintiffs now complain and therefore plaintiffs are barred from
12 recovering for those injuries and damages which could have been prevented, if there
13 were any.

14 **SEVENTH AFFIRMATIVE DEFENSE**

15 This answering defendant alleges that plaintiffs acted with full knowledge of all
16 of the facts and circumstances surrounding their alleged injuries and damages, and
17 thus assumed the risk of their injuries and damages, if there were any.

18 **EIGHTH AFFIRMATIVE DEFENSE**

19 This answering defendant alleges that the Complaint, and each alleged cause
20 of action therein, is barred by the equitable principle of waiver, in that plaintiffs, by
21 virtue of their conduct and their agents' conduct toward this answering defendant and
22 his predecessors-in-interest and others, undertaken with full knowledge of the action
23 complained of in the subject pleadings, has relinquished and waived any right to assert
24 any of the claims upon which plaintiffs now seek relief.
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

NINTH AFFIRMATIVE DEFENSE

This answering defendant alleges that the Complaint, and each cause of action therein, is barred by the equitable principle of estoppel, in that plaintiffs, by the acts and omissions of themselves and their agents, which were justifiably relied on by this answering defendant and his predecessors-in-interest, are estopped from asserting any of the claims upon which they now seek relief.

TENTH AFFIRMATIVE DEFENSE

This answering defendant alleges that plaintiffs have unreasonably delayed in bringing this action to the prejudice of this answering defendant and plaintiffs are therefore barred from bringing this action by the doctrine of laches.

ELEVENTH AFFIRMATIVE DEFENSE

This answering defendant alleges that plaintiffs directed, ordered, approved and/or ratified this answering defendant's conduct, and plaintiffs are therefore estopped from asserting any claim based thereon.

TWELFTH AFFIRMATIVE DEFENSE

This answering defendant alleges that if plaintiffs are entitled to a joint judgment against this answering defendant and the remaining defendants, and each of them, this answering defendant prays that the court order each of the judgment debtors to pay the plaintiffs their proportionate share of the joint judgment, the judgment debtor's proportionate share having been determined by the trier of fact; and if this answering defendant is required to pay to the plaintiffs a disproportionate share of any joint judgment, this answering defendant prays for leave of court to seek contribution by motion against any other judgment debtor not paying the proportionate share allocated

1 to any such defendant by the trier of fact.

2 **THIRTEENTH AFFIRMATIVE DEFENSE**

3 This answering defendant alleges that plaintiffs are barred from recovery by the
4 doctrine of unclean hands.

5 **FOURTEENTH AFFIRMATIVE DEFENSE**

6 This answering defendant alleges that each and every cause of action in
7 plaintiffs' Complaint is barred by the Statute of Frauds.

8 **FIFTEENTH AFFIRMATIVE DEFENSE**

9 As a further, separate, and affirmative defense to the Complaint on file herein,
10 and to each alleged cause of action contained therein, this answering defendant
11 alleges on information and belief that the sole and proximate cause of the incidents
12 complained of by plaintiffs were due to the acts and/or omissions of persons and
13 entities other than this answering defendant.
14

15 **SIXTEENTH AFFIRMATIVE DEFENSE**

16 This answering defendant is informed and believes, and thereon alleges, that if
17 any agreement between plaintiffs and this answering defendant was entered into, any
18 such agreement is barred by reason of plaintiffs' failure to perform their obligations
19 under the agreement.
20

21 **SEVENTEENTH AFFIRMATIVE DEFENSE**

22 This answering defendant alleges that the Complaint, and each cause of action
23 therein, is barred since this answering defendant acted in good faith at all times
24 alleged herein.
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EIGHTEENTH AFFIRMATIVE DEFENSE

This answering defendant alleges that he is entitled to a set-off or reduction in any award found in favor of plaintiffs, if any, based on monies owed to this answering defendant by plaintiffs.

NINETEENTH AFFIRMATIVE DEFENSE

This answering defendant is informed and believes and thereon alleges that plaintiffs did not rely upon any representations made by this answering defendant, or by any officer, shareholder employee, agent or representative of this answering defendant, and therefore any injuries, losses or damages complained of by plaintiffs, if any there were, were not caused by this answering defendant or by any agent or representative of this answering defendant.

TWENTIETH AFFIRMATIVE DEFENSE

This answering defendant is informed and believes and thereon alleges that plaintiffs or plaintiffs' agents and/or representatives, or both, conducted a complete unhindered investigation of the business transactions referred to in said Complaint prior to the time the transactions occurred, and that plaintiffs knew, or should have known, of the character and condition of said transactions, including those matters about which plaintiffs now complain; and, that by reason of said investigation, plaintiffs are presumed to have relied upon their own observations or on the observations of their agents and/or representatives, and not upon the representations asserted or made by this answering defendant, if any there were, completely barring recovery.

TWENTY-FIRST AFFIRMATIVE DEFENSE

This answering defendant is informed and believes and thereon alleges that the

1 Complaint, and each cause of action contained therein, is barred by the doctrine of
2 *pari delicto*.

3 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

4 This answering defendant is informed and believes, and thereon alleges that if
5 any agreement between plaintiffs and this answering defendant was entered into, any
6 such agreement is barred by the lack of consideration, or inadequate consideration.

7 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

8 This answering defendant is informed and believes, and thereon alleges that if
9 any agreement between plaintiffs and this answering defendant was entered into, any
10 such agreement was illusory.

11 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

12 This answering defendant is informed and believes, and thereon alleges that if
13 any agreement between plaintiffs and this answering defendant was entered into, that
14 any such agreement is void and unenforceable as a result of undue influence and
15 duress exerted by plaintiffs.

16 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

17 This answering defendant is informed and believes, and thereon alleges that if
18 any agreement between plaintiffs and this answering defendant was entered into, that
19 any such contract is void and unenforceable as a result of plaintiffs' intentional and/or
20 negligent misrepresentations.

21 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

22 This answering defendant alleges that plaintiffs are not entitled to punitive or
23 exemplary damages against this answering defendant
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

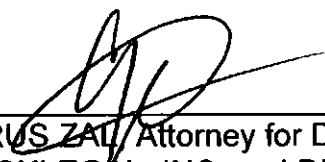
This answering defendant alleges that he presently has insufficient knowledge or information on which to form a belief as to whether this answering defendant may have additional, as yet unstated, affirmative defenses available to it. Therefore, this answering defendant reserves herein the right to assert additional affirmative defenses in the event that discovery indicates that such additional affirmative defenses would be appropriate.

WHEREFORE, defendant DEREK BLUFORD prays for judgment against Plaintiffs CHANGMING LIU and AIMEI WEI as follows:

1. That Plaintiffs CHANGMING LIU and AIMEI WEI take nothing requested in the Complaint;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

Cyrus Zal, A Professional Corporation

DATED: August 25, 2015

By: 
CYRUS ZAL, Attorney for Defendants
QUICKLEGAL, INC. and DEREK
BLUFORD

PROOF OF SERVICE

Changming Liu, et al. v. California Legal Pros, Inc., et al.
Sacramento Superior Court Case No. 34-2015-00181746-CU-FR-GDS

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

I, Sarah Morell, declare that:

I am employed by the Cyrus Zal, A Professional Corporation in the County of Sacramento, State of California; I am over the age of 18 and not a party to the within action; my business address is 102 Mainsail Court, Folsom, California, 95630.

On this date, I served the foregoing document, described as:

**ANSWER OF DEREK BLUFORD TO UNVERIFIED COMPLAINT OF
PLAINTIFFS CHANGMING LIU AND AIMEI WEI**

on all interested parties in this action by placing the original or a true copy thereof enclosed in a sealed envelope addressed as follows:

Daniel F. Pyne, Esq.
Erika J. Gasaway, Esq.
HOPKINS & CARLEY
A Law Corporation
P.O. Box 1469
San Jose, CA 95109-1469

Mark Johnson Kenney, Esq.
Austin B. Kenney, Esq.
Eleanor M. Roman, Esq.
SEVERSON & WERSON
One Embarcadero Center, Suite 2600
San Francisco, CA 94111

BY MAIL: I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Folsom, California. Executed on **August 25, 2015.**

BY FAX: I caused such documents to be faxed to the offices of the addressees. Executed on _____.

STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

FEDERAL: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Sarah Morell

RECEIVED
MAIN LOBBY DROP BOX

2015 AUG 27 PM 1:36

GDSSC COURTHOUSE
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY