

JAMS

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

REFERENCE NO.:

**ANSWER TO PLAINTIFF'S AMENDED ARBITRATION DEMAND**

af  
W  
an

\_\_\_\_\_ obtained a consumer loan from \_\_\_\_\_  
on or about November 26, 2011 which was secured by an automobile. \_\_\_\_\_ ie

remaining allegations in Paragraph 1 of the amended arbitration demand and demands strict  
proof thereof.

2. \_\_\_\_\_ the allegations in Paragraph 2 of the amended arbitration  
demand and demands strict proof thereof.

\_\_\_\_\_ mits that \_\_\_\_\_ loan on or about December 16,  
2011 which was secured by a mortgage on her residence. Acceptance denies the allegations in

denies the allegations in Paragraph 47 of the amended arbitration demand.

48. Paragraph 48 of the amended arbitration demand contains a number of legal conclusions to which a response is not required. To the extent a response is required, denies the allegations in Paragraph 48 of the amended arbitration demand and demands strict proof thereof.

49. denies the allegations in Paragraph 49 of the amended arbitration demand and demands strict proof thereof.

**Plaintiff's Request for Remedies for All TILA Violations**

denies that Plaintiff is entitled to any judgment, damages or other relief whatsoever.

reserves the right to assert additional defenses as discovery progresses in this case. To the extent that any of the allegations in the amended arbitration demand have not been expressly admitted or denied, they are hereby denied.

**AFFIRMATIVE DEFENSES**

**FIRST DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**SECOND DEFENSE**

averts all affirmative defenses available under the Truth in Lending Act, 15 U.S.C. §§ 1601, *et seq.* and any corresponding regulations, including Regulation Z, the Homeowner Equity Protection Act, Regulation X and the Dodd-Frank Act of 2010.

**ELEVENTH DEFENSE**

asserts the affirmative defenses of Estoppel, Waiver, Laches, Statute of Limitations and Statute of Frauds.

**TWELFTH DEFENSE**

Plaintiff's claims should be barred, or at least reduced, by the doctrines of set-off and recoupment.

**THIRTEENTH DEFENSE**

denies the material allegations of the amended arbitration demand and demands strict proof thereof.

**FOURTEENTH DEFENSE**

Any reliance by the Plaintiff was unreasonable.

**FIFTEENTH DEFENSE**

made no misrepresentation of material fact to the Plaintiff.

**SIXTEENTH DEFENSE**

The Plaintiff's claims are barred, in whole or in part, by the parol evidence rule.

**SEVENTEENTH DEFENSE**

avers the affirmative defenses of Release, Justification, and Estoppel, and all other matters that constitute an avoidance or affirmative defense.

**EIGHTEENTH DEFENSE**

Plaintiff's claims are barred by the applicable statute of limitations.

**NINETEENTH DEFENSE**

never suppressed any material fact from the Plaintiff.