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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Natasha Hiller, *on behalf of herself and
others similarly situated,*

Plaintiff,

v.

The Money Source Inc.,

Defendant.

Case No.: 2:23-cv-00235-ROS

**DEFENDANT THE MONEY
SOURCE, INC.'S ANSWER**

Defendant The Money Source, Inc.'s ("TMS"), hereby files this Answer and responds to the allegations in Plaintiff Natasha Hiller's Complaint (the "Complaint") as follows:

NATURE OF THIS ACTION

1. Responding to Paragraph 1 of the Complaint, TMS states that this paragraph does not allege any facts or make any allegations that TMS is required to respond to. To the extent that Paragraph 1 of the Complaint can be construed to make a proper allegation, TMS denies the allegation.

2. TMS denies the allegations in Paragraph 2 of the Complaint.

1 13. Responding to Paragraph 13 of the Complaint, TMS admits that it is a
2 corporation and that its global headquarters are located at 3138 E. Elwood Street, Phoenix,
3 Arizona 85034. TMS denies the remaining allegations.

4 14. Paragraph 14 of the Complaint states a legal conclusion that TMS is not
5 required to respond to. To the extent that Paragraph 14 of the Complaint can be construed
6 to make a proper allegation, TMS denies the allegation.

7 **FACTUAL ALLEGATIONS**

8 15. TMS is without sufficient information to admit or deny the allegations
9 contained in Paragraph 15 of the Complaint and therefore denies the same.

10 16. TMS admits the allegations contained in Paragraph 16 of the Complaint.

11 17. Responding to the allegations in Paragraph 17 of the Complaint, TMS admits
12 that it placed calls to telephone number ending in 2225, but denies that it placed calls on
13 every date listed in Paragraph 17.

14 18. TMS admits the allegations contained in Paragraph 18 of the Complaint.

15 19. TMS objects to the vagueness of the allegations in Paragraph 19. Specifically,
16 TMS is unable to ascertain what Plaintiff means by “many.” TMS admits that it sometimes
17 used an artificial or prerecorded voice in phone calls placed to the telephone number ending
18 in 2225, however it is without sufficient information to admit or deny the remaining
19 allegations contained in Paragraph 19 of the Complaint and therefore denies the same.

20 20. Responding to Paragraph 20 of the Complaint, TMS admits that it placed calls
21 to the telephone number ending in 2225 using an artificial or prerecorded voice, but TMS
22 is without sufficient information to admit or deny the remaining allegations contained in
23 Paragraph 20 of the Complaint and therefore denies the same.

24 21. TMS is without sufficient information to admit or deny the allegations
25 contained in Paragraph 21 of the Complaint and therefore denies the same.

26 22. TMS is without sufficient information to admit or deny the allegations
27 contained in Paragraph 22 of the Complaint and therefore denies the same.
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1 23. TMS is without sufficient information to admit or deny the allegations
2 contained in Paragraph 23 of the Complaint and therefore denies the same.

3 24. TMS is without sufficient information to admit or deny the allegations
4 contained in Paragraph 24 of the Complaint and therefore denies the same.

5 25. TMS is without sufficient information to admit or deny the allegations
6 contained in Paragraph 25 of the Complaint and therefore denies the same.

7 26. TMS objects to the vagueness of the allegations in Paragraph 26. Specifically,
8 TMS is unable to ascertain what Plaintiff means by “numerous.” TMS is without sufficient
9 information to admit or deny the allegations contained in Paragraph 26 of the Complaint
10 and therefore denies the same.

11 27. TMS objects to the vagueness of the allegations in Paragraph 27. Specifically,
12 TMS is unable to ascertain what Plaintiff means by “numerous.” TMS is without sufficient
13 information to admit or deny the allegations contained in Paragraph 27 of the Complaint
14 and therefore denies the same.

15 28. TMS objects to the vagueness of the allegations in Paragraph 28. Specifically,
16 TMS is unable to ascertain what Plaintiff means by “numerous.” Responding to Paragraph
17 28 of the Complaint, TMS admits that it placed calls to Plaintiff using an artificial or
18 prerecorded voice, TMS is without sufficient information to admit or deny the remaining
19 allegations contained in Paragraph 28 of the Complaint and therefore denies the same.

20 29. TMS objects to the vagueness of the allegations in Paragraph 29. Specifically,
21 TMS is unable to ascertain what Plaintiff means by “numerous.” Responding to Paragraph
22 29 of the Complaint, TMS admits that it placed calls to Plaintiff using an artificial or
23 prerecorded voice. TMS is without sufficient information to admit or deny the remaining
24 allegations contained in Paragraph 29 of the Complaint and therefore denies the same.

25 30. TMS objects to the vagueness of the allegations in Paragraph 30. Specifically,
26 TMS is unable to ascertain what Plaintiff means by “numerous.” Responding to Paragraph
27 30 of the Complaint, TMS admits that it placed some calls to Plaintiff using an artificial or
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1 prerecorded voice. TMS is without sufficient information to admit or deny the remaining
2 allegations contained in Paragraph 30 of the Complaint and therefore denies the same.

3 31. TMS admits the allegations in Paragraph 31 of the Complaint.

4 32. TMS admits the allegations in Paragraph 32 of the Complaint.

5 33. TMS admits the allegations in Paragraph 33 of the Complaint.

6 34. TMS objects to the vagueness of the allegations in Paragraph 30. Specifically,
7 TMS is unable to ascertain what Plaintiff means by “the subject calls.” TMS admits that it
8 placed some calls to Plaintiff using an artificial or prerecorded voice. TMS is without
9 sufficient information to admit or deny the remaining allegations contained in Paragraph 34
10 of the Complaint and therefore denies the same.

11 35. Responding to Paragraph 35 of the Complaint, TMS denies that Plaintiff has
12 suffered any harm as a result of Defendant’s actions. TMS is without sufficient information
13 to admit or deny the remaining allegations contained in Paragraph 35 of the Complaint and
14 therefore denies the same.

15 36. Responding to Paragraph 36 of the Complaint, TMS denies that Plaintiff has
16 suffered any harm as a result of Defendant’s actions. TMS is without sufficient information
17 to admit or deny the remaining allegations contained in Paragraph 36 of the Complaint and
18 therefore denies the same.

19 37. Responding to Paragraph 37 of the Complaint, TMS denies that Plaintiff has
20 suffered any harm as a result of Defendant’s actions. TMS is without sufficient information
21 to admit or deny the remaining allegations contained in Paragraph 37 of the Complaint and
22 therefore denies the same.

23 38. Paragraph 38 of the Complaint states a legal conclusion that TMS is not
24 required to respond to. To the extent that Paragraph 38 of the Complaint can be construed
25 to make a proper allegation, TMS denies the allegation.

CLASS ACTION ALLEGATIONS

39. Responding to Paragraph 39 of the Complaint, TMS admits that Plaintiff seeks to bring this action on behalf of the putative class identified in paragraph 39 of the Complaint but denies that such class is properly defined or that this action can be maintained as a class action. And the class, as defined, lacks standing because it does not identify or require that putative class members have suffered any damages such that they have standing. Except as expressly admitted, TMS denies the allegations of paragraph 39.

40. Paragraph 40 of the Complaint states a legal conclusion that TMS is not required to respond to. To the extent that Paragraph 40 of the Complaint can be construed to make a proper allegation, TMS denies the allegation.

41. Paragraph 41 of the Complaint states a legal conclusion that TMS is not required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the putative class identified in paragraph 39 of the Complaint but denies that such class is properly defined, or meets numerosity requirements, or that this action can be maintained as a class action. Except as expressly admitted, TMS denies the allegations of paragraph 41.

42. Paragraph 42 of the Complaint states a legal conclusion that TMS is not required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the putative class identified in paragraph 39 of the Complaint but denies that such class is properly defined, or meets numerosity requirements, or that this action can be maintained as a class action. Except as expressly admitted, TMS denies the allegations of paragraph 42.

43. Paragraph 43 of the Complaint states a legal conclusion that TMS is not required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the putative class identified in paragraph 39 of the Complaint but denies that such class is properly defined, or meets ascertainability requirements, or that this action can be maintained as a class action. Except as expressly admitted, TMS denies the allegations of paragraph 43.

1 44. Paragraph 44 of the Complaint states a legal conclusion that TMS is not
2 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
3 putative class identified in paragraph 39 of the Complaint but denies that such class is
4 properly defined or that this action can be maintained as a class action. Except as expressly
5 admitted, TMS denies the allegations of paragraph 44.

6 45. Paragraph 45 of the Complaint states a legal conclusion that TMS is not
7 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
8 putative class identified in paragraph 39 of the Complaint but denies that such class is
9 properly defined, or meets typicality requirements, or that this action can be maintained as
10 a class action. Except as expressly admitted, TMS denies the allegations of paragraph 45.

11 46. Paragraph 46 of the Complaint states a legal conclusion that TMS is not
12 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
13 putative class identified in paragraph 39 of the Complaint but denies that such class is
14 properly defined, or meets typicality requirements, or that this action can be maintained as
15 a class action. Except as expressly admitted, TMS denies the allegations of paragraph 46.

16 47. Paragraph 47 of the Complaint states a legal conclusion that TMS is not
17 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
18 putative class identified in paragraph 39 of the Complaint but denies that such class is
19 properly defined, or meets typicality requirements, or that this action can be maintained as
20 a class action. Except as expressly admitted, TMS denies the allegations of paragraph 47.

21 48. Paragraph 48 of the Complaint states a legal conclusion that TMS is not
22 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
23 putative class identified in paragraph 39 of the Complaint but denies that such class is
24 properly defined, or meets typicality requirements, or that this action can be maintained as
25 a class action. TMS denies that Plaintiff and/or any putative class is entitled to damages.
26 And the class, as defined, lacks standing because it does not identify or require that putative
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1 class members have suffered any damages such that they have standing. Except as expressly
2 admitted, TMS denies the allegations of paragraph 48.

3 49. Paragraph 49 of the Complaint states a legal conclusion that TMS is not
4 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
5 putative class identified in paragraph 39 of the Complaint but denies that such class is
6 properly defined, or meets typicality requirements, or that this action can be maintained as
7 a class action. TMS denies that Plaintiff and/or any putative class is entitled to damages.
8 And the class, as defined, lacks standing because it does not identify or require that putative
9 class members have suffered any damages such that they have standing. Except as expressly
10 admitted, TMS denies the allegations of paragraph 49.

11 50. Paragraph 50 of the Complaint states a legal conclusion that TMS is not
12 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
13 putative class identified in paragraph 39 of the Complaint but denies that such class is
14 properly defined, or that Plaintiff can adequately protect the interests of the class, or that
15 this action can be maintained as a class action. Except as expressly admitted, TMS denies
16 the allegations of paragraph 50.

17 51. Paragraph 51 of the Complaint states a legal conclusion that TMS is not
18 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
19 putative class identified in paragraph 39 of the Complaint but denies that such class is
20 properly defined, or that Plaintiff can adequately protect the interests of the class, or that
21 this action can be maintained as a class action. Except as expressly admitted, TMS denies
22 the allegations of paragraph 51.

23 52. Paragraph 52 of the Complaint states a legal conclusion that TMS is not
24 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
25 putative class identified in paragraph 39 of the Complaint but denies that such class is
26 properly defined, or that Plaintiff can adequately protect the interests of the class, or that
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1 this action can be maintained as a class action. Except as expressly admitted, TMS denies
2 the allegations of paragraph 52.

3 53. Paragraph 53 of the Complaint states a legal conclusion that TMS is not
4 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
5 putative class identified in paragraph 39 of the Complaint but denies that such class is
6 properly defined or that this action can be maintained as a class action. Except as expressly
7 admitted, TMS denies the allegations of paragraph 53.

8 54. Paragraph 54 of the Complaint states a legal conclusion that TMS is not
9 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
10 putative class identified in paragraph 39 of the Complaint but denies that such class is
11 properly defined or that this action can be maintained as a class action. Except as expressly
12 admitted, TMS denies the allegations of paragraph 54.

13 55. Paragraph 55 of the Complaint states a legal conclusion that TMS is not
14 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
15 putative class identified in paragraph 39 of the Complaint but denies that such class is
16 properly defined or that this action can be maintained as a class action. Except as expressly
17 admitted, TMS denies the allegations of paragraph 55.

18 56. Paragraph 56 of the Complaint states a legal conclusion that TMS is not
19 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
20 putative class identified in paragraph 39 of the Complaint but denies that such class is
21 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
22 claim involves individual issues of fact, including but not limited to when and how
23 individual class members purportedly requested that TMS cease contacting them, how TMS
24 came to be in possession of their contact information, where the individual class members
25 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
26 TMS denies the allegations of paragraph 56.

1 57. Paragraph 57 of the Complaint, and each of its subparts, state a legal
2 conclusion that TMS is not required to respond to. TMS admits that Plaintiff seeks to bring
3 this action on behalf of the putative class identified in paragraph 39 of the Complaint but
4 denies that such class is properly defined or that this action can be maintained as a class
5 action. Plaintiff's TCPA claim involves individual issues of fact, including but not limited
6 to when and how individual class members purportedly requested that TMS cease
7 contacting them, how TMS came to be in possession of their contact information, where the
8 individual class members reside, and damages. Thus, individual issues predominate. Except
9 as expressly admitted, TMS denies the allegations of paragraph 57 and each of its subparts.

10 58. Paragraph 58 of the Complaint states a legal conclusion that TMS is not
11 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
12 putative class identified in paragraph 39 of the Complaint but denies that such class is
13 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
14 claim involves individual issues of fact, including but not limited to when and how
15 individual class members purportedly requested that TMS cease contacting them, how TMS
16 came to be in possession of their contact information, where the individual class members
17 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
18 TMS denies the allegations of paragraph 58.

19 59. Paragraph 59 of the Complaint states a legal conclusion that TMS is not
20 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
21 putative class identified in paragraph 39 of the Complaint but denies that such class is
22 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
23 claim involves individual issues of fact, including but not limited to when and how
24 individual class members purportedly requested that TMS cease contacting them, how TMS
25 came to be in possession of their contact information, where the individual class members
26 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
27 TMS denies the allegations of paragraph 59.

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1 60. Paragraph 60 of the Complaint states a legal conclusion that TMS is not
2 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
3 putative class identified in paragraph 39 of the Complaint but denies that such class is
4 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
5 claim involves individual issues of fact, including but not limited to when and how
6 individual class members purportedly requested that TMS cease contacting them, how TMS
7 came to be in possession of their contact information, where the individual class members
8 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
9 TMS denies the allegations of paragraph 60.

10 61. Paragraph 61 of the Complaint states a legal conclusion that TMS is not
11 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
12 putative class identified in paragraph 39 of the Complaint but denies that such class is
13 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
14 claim involves individual issues of fact, including but not limited to when and how
15 individual class members purportedly requested that TMS cease contacting them, how TMS
16 came to be in possession of their contact information, where the individual class members
17 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
18 TMS denies the allegations of paragraph 61.

19 62. Paragraph 62 of the Complaint states a legal conclusion that TMS is not
20 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
21 putative class identified in paragraph 39 of the Complaint but denies that such class is
22 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
23 claim involves individual issues of fact, including but not limited to when and how
24 individual class members purportedly requested that TMS cease contacting them, how TMS
25 came to be in possession of their contact information, where the individual class members
26 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
27 TMS denies the allegations of paragraph 62.
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1 63. Paragraph 63 of the Complaint states a legal conclusion that TMS is not
2 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
3 putative class identified in paragraph 39 of the Complaint but denies that such class is
4 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
5 claim involves individual issues of fact, including but not limited to when and how
6 individual class members purportedly requested that TMS cease contacting them, how TMS
7 came to be in possession of their contact information, where the individual class members
8 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
9 TMS denies the allegations of paragraph 63.

10 64. Paragraph 64 of the Complaint states a legal conclusion that TMS is not
11 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
12 putative class identified in paragraph 39 of the Complaint but denies that such class is
13 properly defined or that this action can be maintained as a class action. Plaintiff's TCPA
14 claim involves individual issues of fact, including but not limited to when and how
15 individual class members purportedly requested that TMS cease contacting them, how TMS
16 came to be in possession of their contact information, where the individual class members
17 reside, and damages. Thus, individual issues predominate. Except as expressly admitted,
18 TMS denies the allegations of paragraph 64.

19 65. Paragraph 65 of the Complaint states a legal conclusion that TMS is not
20 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
21 putative class identified in paragraph 39 of the Complaint but denies that such class is
22 properly defined or that this action can be maintained as a class action. Except as expressly
23 admitted, TMS denies the allegations of paragraph 65.

24 66. Paragraph 66 of the Complaint states a legal conclusion that TMS is not
25 required to respond to. TMS admits that Plaintiff seeks to bring this action on behalf of the
26 putative class identified in paragraph 39 of the Complaint but denies that such class is
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1 properly defined or that this action can be maintained as a class action. Except as expressly
2 admitted, TMS denies the allegations of paragraph 66.

3 **COUNT I**

4 **VIOLATION OF 47 U.S.C. § 227(b)(1(A)(iii)**

5 67. TMS repeats, realleges, and incorporates each of the above paragraphs as if
6 fully stated herein.

7 68. Paragraph 68 of the Complaint states a legal conclusion that TMS is not
8 required to respond to. To the extent that Paragraph 68 of the Complaint can be construed
9 to make a proper allegation, TMS denies the allegation.

10 69. Paragraph 69 of the Complaint states a legal conclusion that TMS is not
11 required to respond to. To the extent that Paragraph 69 of the Complaint can be construed
12 to make a proper allegation, TMS denies the allegation.

13 **PRAYER FOR RELIEF**

14 TMS denies that Plaintiff and/or any of the putative class is entitled to any damages
15 or the relief Plaintiff seeks in the Prayer for Relief in the Complaint.

16 **DEMAND FOR JURY TRIAL**

17 TMS admits that Plaintiff states that she demands a trial by jury. Further, this
18 paragraph of the Complaint states a legal conclusion that TMS is not required to respond
19 to. To the extent that this paragraph of the Complaint can be construed to make a proper
20 allegation, TMS denies the allegations.

21
22 **AFFIRMATIVE DEFENSES**

23 1. Plaintiff and others claimed to be members of the putative class fail to state a
24 claim upon which relief can be granted.

25 2. The claims of Plaintiff and others claimed to be members of the putative class
26 are barred, in whole or in part, because Plaintiff failed to allege and prove all conditions
27 precedent to recovery.
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1 3. The claims of Plaintiff and others claimed to be members of the putative class
2 are barred, in whole or in part, by Plaintiff's failure to allege facts sufficient to state a claim
3 for any damages.

4 4. The claims of Plaintiff and others claimed to be members of the putative class
5 are barred, in whole or in part, by the doctrine of consent.

6 5. The claims of Plaintiff and others claimed to be members of the putative class
7 are barred, in whole or in part, by the factual determination, on a person by person basis, of
8 whether the number being called by TMS was a home number or a mobile number, as those
9 terms are used in the TCPA.

10 6. The claims of Plaintiff and others claimed to be members of the putative class
11 are barred, in whole or in part, by the prior business relationship exemption enumerated in
12 the TCPA.

13 7. The claims of Plaintiff and others claimed to be members of the putative class
14 are barred, in whole or in part, by reason of TMS's compliance with applicable statutes and
15 other provisions of law.

16 8. The claims of Plaintiff and others claimed to be members of the putative class
17 for statutory penalties, damages and/or putative damages are barred in whole or in part by
18 reason of the United States, including the prohibitions of excessive fines and cruel and
19 unusual punishment, the requirements of due process and equal protection, and by reason
20 that the statutory damages sought would be grossly disproportionate to any "harm" suffered
21 by the Plaintiff or any putative class member in this case. The statutory damages claim is
22 unconscionable and grossly oppressive in violation of the laws of the United States.

23 9. The attorney's fees of Plaintiff and others claimed to be members of the
24 putative class are not recoverable, reasonable, or necessary.

25 10. The putative class claims are barred for lack of standing.

26 11. The putative class must be stricken because the sole claim before this Court
27 cannot be maintained as a class action due to individualized issues.
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1 12. The claims of Plaintiff and others claimed to be members of the putative class
2 may be barred in whole or in part by the applicable statutes of limitations and/or repose,
3 and/or the equitable doctrines of laches, unclean hands, estoppel, waiver, *res judicata*,
4 estoppel (in all its forms), issue preclusion, release, accord and satisfaction, and/or
5 ratification.

6 13. The claims of Plaintiff and others claimed to be members of the putative class
7 are barred, in whole or in part, because TMS's acts and/or omissions were not the cause of
8 Plaintiff's damages, if any. Rather, Plaintiff's damages, if any, were proximately caused by
9 the acts, omissions, and/or breaches of other persons and/or entities, including Plaintiff
10 herself, and the acts, omissions, and/or breaches were intervening and superseding causes
11 of Plaintiff's damages, if any.

12 14. TMS is not liable for the acts, omissions, and/or conduct of other persons
13 and/or entities over which TMS has no responsibility and/or control and/or are not
14 authorized to act its behalf.

15 15. The claims of Plaintiff and other claimed to be members of the putative class
16 are barred by the reason of TMS's good faith.

17 16. The claims of Plaintiff and others claimed to be members of the putative class
18 are barred because their alleged damages are speculative and conjectural and are not capable
19 of calculation with a reasonable degree of certainty.

20 17. The claims of Plaintiff and others claimed to be members of the putative class
21 are barred, in whole or in part, to the extent that any of the agreements, practices, or conduct
22 at issue is required to comply with state or federal laws or regulations and to the extent that
23 the relief demanded by Plaintiff is inconsistent with or prohibited by applicable state or
24 federal laws or regulations.

25 18. The Complaint may fail to set forth the claims or describe the underlying
26 matter with sufficient particularity to permit Monsey Source to determine all applicable and
27 available defenses and, therefore, TMS reserves its right to assert additional defenses when
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1 such information is ascertained through discovery and further investigation including, but
2 not limited to, those listed in Fed. R. Civ. P. 8(c) and 12(b). TMS reserves the right to assert
3 any additional defenses as dictated by the ongoing fact investigation and discovery in the
4 pending matter.

5 **DATED** this 29th day of March, 2023.

6 **POLSINELLI PC**

7
8 By: /s/ Eric E. Lynch

Eric E. Lynch

9 Michelle M. Buckley

10 John S. Craiger

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11 Phoenix, AZ 85004

12 *Attorneys for Defendant The Money Source*
13 *Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2023, I electronically transmitted the foregoing document to the U.S. District Court Clerk's Office using the CM/ECF System for filing and for transmittal of a Notice of Electronic Filing to all CM/ECF registrants.

s/ Dawn M. Coppens