

A-1 LEASING, LLC, (“A-1”), and Bond Corporation (“Bond”), Defendants herein, file this their Amended Answer to Plaintiff’s Third Amended Complaint, in paragraphs similarly numbered.

1. The allegation that “the amount in controversy exceeds \$5,000,000.00,” which presupposes that any class is sustainable that comprises claims in excess of \$5,000,000, and the allegation that any class is sustainable which includes a member which is a resident of a state that is different from any other defendants, are denied.

2. Upon information and belief, admitted.

3. Upon information and belief, admitted that Sharon Hubbard is an individual and is unrelated to Stephen L. Hubbard, but denied that Plaintiff acted other than as a business entity, namely Hubbard Enterprises, in its dealings with A-1.

4. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the first sentence, and thus they are denied. The allegations in the second sentence are denied. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the remainder of the fourth paragraph, and thus they are denied.

5. The first sentence is denied, except for the allegations that A-1’s sole place of business is in Grand Rapids, Michigan, and that A-1 was formed (as an LLC, not a corporation) in Michigan, which are admitted. The second sentence is denied, except for the allegations that A-1 contracted with commercial businesses which are residents of Texas, and that A-1 owns property in Texas (the leased equipment), which are admitted. The third sentence is admitted.

6. The first sentence is denied, except for the allegation that Bond is a Michigan corporation with its sole place of business in Grand Rapids, Michigan, which is admitted. The

second sentence is denied, except for the allegation that Bond is a non-resident that does not maintain a regular place of business in this state or a designated agent for service of process, which are admitted. The third and fourth sentences are denied. The remainder of paragraph 6 is admitted, except for the allegation that Bond is the “parent corporation” of A-1, which is denied. Bond is the sole member of A-1.

7. Admitted.

8. Admitted.

9. Denied, to the extent the allegations refer to any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that leases were “solicited” by any of the Harris Companies. Denied that A-1 entered into any leases with “persons,” rather than commercial businesses. Otherwise, admitted.

10. The first sentence is denied, to the extent the allegations refer to any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. The second sentence is denied to the extent of any allegation of “agency” between A-1 and any of the Harris Companies. Denied that A-1’s primary contact at USA Merchant Systems, Inc., and StartUp Essentials, LLC was Robert Harris. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the remainder of the allegations in the third sentence, and thus they are denied.

11. Denied, to the extent the allegations refer to any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Otherwise, admitted, except denied that the leases were “solicited” by any of the Harris Companies, or that any of the Harris Companies acted as “agents” for A-1. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those

services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

12. Admitted.

13. Denied, to the extent the allegations refer to any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that A-1 entered into any leases with "persons," rather than commercial businesses. Otherwise admitted, except for the allegation that leases were "solicited" by any of the Harris Companies. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

14. Admitted, except for the allegation in paragraph 14B that Exhibit 5 provides that USA Card "is to provide documents," which is denied to the extent that it alleges that A-1

requires that the documents be provided to A-1 solely by USA Card, rather from either USA Card or the commercial business customer.

15. Admitted, except that USA Card “solicited leases for A-1,” which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

16. Denied that USA Card acted as agent for A-1. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the remainder of this paragraph, and thus they are denied.

17. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph, and thus they are denied.

18. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the first sentence, and thus they are denied. Otherwise, admitted.

19. Admitted.

20. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegation that James One LP acted as USA Card, or the allegation that USA Card or James One LP carried out any “sales scheme,” and thus those allegations are denied. The allegation that USA Card or James One LP “solicited leases on behalf of A-1” is denied.

Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

21. Denied that USA Card acted "as agent for A-1." Otherwise, A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

22. Admitted.

23. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

24. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that A-1 entered into any leases with "persons," rather than commercial businesses. Otherwise, admitted, except for the allegation that persons were "solicited...to enter into A-1 leases," which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction

between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

25. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Otherwise, admitted.

26. Admitted, except for the allegation that the Lease Confirmation is the “last page of the Lease,” which is denied.

27. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that any of the Harris Companies ever acted as agent for A-1. Otherwise, admitted.

28. Admitted, except for the allegation that the Harris Companies “signed the Lease Confirmation as A-1’s agent,” and that the Harris Companies “conduct business on behalf of A-1,” which allegations are denied.

29. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Otherwise, admitted, except for the allegation that any of the Harris Companies “solicited leases on [A-1’s] behalf,” which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial

business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

30. Denied.

31. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Otherwise, admitted, except for the allegation that any of the Harris Companies “solicited persons to enter into the Leases with A-1,” which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

32. Admitted.

33. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. To the extent the allegation of “telephone solicitation” is alleged to have any meaning implied or defined by statute, the allegation is denied. Otherwise, admitted.

34. Admitted.

35. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. A-1 and Bond are without sufficient

knowledge or information to form a belief as to the intended meaning of the phrase “business,” as it fails to provide any financial metric, and thus the allegations are denied.

36. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied, except for allegation that any of the Harris Companies “solicited leases on behalf of A-1,” which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

37. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Otherwise, admitted, except for the allegation that A-1 “paid” any “consideration” to any of the Harris Companies in connection with leases entered into by commercial businesses with A-1, which is denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease

agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

38. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

39. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

40. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

41. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

42. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that A-1 entered into any leases with “persons,” rather than commercial businesses. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in the first sentence, and thus those allegations are denied. The second sentence is denied. A-1 has never paid any money to a vendor “as consideration for their successful solicitation” of any commercial business customer. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products

from the vendor on behalf of the commercial business, and then leases them to the commercial business.

43. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

44. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

45. Denied that any of the Harris Companies “solicited leases for A-1.” Otherwise, A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

46. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

47. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

48. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

49. The first sentence is denied, except the allegation that the leases are irrevocable, which is admitted. The allegation that the Leases were “purported to be four-year leases” is denied, as some of the leases in question were three-year leases. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegation that any equipment made the subject of any particular lease is or is not “inexpensive,” and thus the allegations in the second sentence are denied. Admitted that some leases involve payments totaling \$4,800 over the course of the lease. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the third sentence that lease

payments “are approximately between \$100 per month,” and thus that allegation is denied. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegation in the third sentence that leases involved equipment that was “refurbished,” and thus that allegation is denied. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations of the fourth sentence, and thus those allegations are denied. The allegations of the fifth sentence are denied. The sixth sentence is admitted. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the seventh sentence, and thus those allegations are denied.

50. Admitted, except for the allegation that the Leases were “solicited” which is denied, and the allegation that A-1 ever “paid” the Harris Companies in connection with the leases, which allegations are denied. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1’s consideration, to possibly enter into a lease with A-1 (based on A-1’s independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

51. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

52. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

53. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

54. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

55. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

56. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

57. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding whether the terminal in question was refurbished, and thus those allegations are denied. The remainder of the first sentence is admitted. On information and belief, the second and third sentences are admitted. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations in the remainder of the paragraph, and thus those allegations are denied.

58. Denied that A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC. Denied that Brian Parker or any of the Harris Companies ever acted as agent for A-1. Otherwise, admitted.

59. Denied, other than the amount of \$2,923, which is admitted. A-1 has never paid any money to a vendor "in connection with their successful solicitation" of any commercial business, and never made any "upfront payment" to a vendor in connection with any lease. Vendors sell goods and services to commercial businesses through independent sales transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor

to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

60. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

61. The second sentence is admitted. Otherwise, A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

62. Admitted, except for the allegation that the letter was from Bond Corporation, which is denied.

63. Admitted, except for the allegation that Plaintiff was "threatened," which is denied.

64. Denied that there was any requirement for Plaintiff to receive a disclosure statement. Otherwise, A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

65. Denied.

66. Admitted that A-1 did not further business with any of the Harris Companies after May, 2007. Otherwise, A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied, except the allegation that any of the Harris Companies "solicited Leases on behalf of A-1," which is denied. Vendors sell goods and services to commercial businesses through independent sales

transactions. If those commercial businesses decide to pay for those services through a lease rather than some other payment method, those commercial businesses are referred by the vendor to A-1 for A-1's consideration, to possibly enter into a lease with A-1 (based on A-1's independent qualification requirements), which lease agreement is a separate transaction from the sales transaction between the vendor and the commercial business. If the commercial business enters into a lease agreement with A-1, then A-1 purchases the products from the vendor on behalf of the commercial business, and then leases them to the commercial business.

67. Admitted.

68. Admitted.

69. Admitted.

70. Admitted.

71. Denied that Mr. Oliver or Ms. Cerbin "misrepresented" Bond Corporation's relationship with A-1. Denied that Mr. Oliver or Ms. Cerbin had any obligation "to inform the Court" of anything other than the statements in their respective affidavits, which were completely truthful. Paragraph 71A is admitted. Paragraph 71B is denied, as Bond and A-1 occupy different parts of the same office building. Paragraph 71C is admitted. Paragraph 71D is admitted except for the allegations that (1) A-1 did business with any of the Harris Companies other than USA Merchant Systems, Inc., and StartUp Essentials, LLC., (2) that A-1 made "upfront payments" to any of the Harris Companies, (3) that any of the Harris Companies "solicited" the Leases "on behalf of" A-1, (4) that the Leases were "funded" to any of the Harris Companies (rather than done as a purchase of goods and services on behalf of the commercial business customer), (5) that "payments" of any kind were made to any of the Harris Companies, (6) that any of the Harris Companies (or any other vendors) were acting as "agents" of A-1, and

(7) that Bond or A-1 made a representation to anyone that A-1's vendors were acting as agents of A-1, all of which are denied.

72. Admitted that Bond is the alter ego of A-1. Denied that the separateness of Bond and A-1 has ceased. Otherwise, admitted.

73. Denied, except admitted that Bond received payments on the Leases.

74. The allegation of the existence of any "scheme" is denied. Otherwise, admitted.

75. Admitted, except for the first sentence, which is denied

76. Denied that the affidavits of Ms. Cerbin and Mr. Oliver were false, or that Bond concealed facts about its relationship with A-1. Otherwise, admitted.

77. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

78. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

79. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

80. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

81. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

82. Admitted that Hubbard purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. A-1 and Bond incorporate their responses to the allegations in paragraphs 1-93 of the Third Amended Complaint.

95. Admitted that Plaintiff purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

96. Denied.

97. Denied.

98. Denied.

99. Denied.

100. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

101. Denied.

102. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. A-1 and Bond incorporate their responses to the allegations in paragraphs 1-106 of the Third Amended Complaint.

108. Admitted that Plaintiff purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

109. Admitted.

110. Denied.

111. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

112. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

113. Denied.

114. Denied.

115. Admitted that A-1 and Bond have not filed a registration statement, but denied that A-1 or Bond had an obligation to do so. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Harris Companies, and thus those allegations are denied.

116. Admitted that A-1 and Bond have not made such disclosures, but denied that A-1 or Bond had an obligation to do so. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Harris Companies, and thus those allegations are denied.

117. Neither admitted nor denied, as the statute speaks for itself.

118. Denied.

119. Denied.

120. Denied.

121. Denied.

122. Denied.

123. Denied.

124. A-1 incorporates its responses to the allegations in paragraphs 1-123 of the Third Amended Complaint.

125. Admitted that Plaintiff purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

126. Admitted.

127. Denied.

128. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

129. Denied.

130. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

131. Denied.

132. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

133. Denied.

134. Admitted that A-1 and Bond have not obtained a registration statement, but denied that A-1 or Bond had an obligation to do so. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Harris Companies, and thus those allegations are denied.

135. Admitted that A-1 and Bond have not made such disclosures, but denied that A-1 or Bond had an obligation to do so. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Harris Companies, and thus those allegations are denied.

136. Admitted that A-1 and Bond have not meet any such form requirements, but denied that A-1 or Bond had an obligation to do so. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations regarding the Harris Companies, and thus those allegations are denied.

137. Neither admitted nor denied, as the statute speaks for itself.

138. Denied.

139. Denied.

140. Denied.

141. Denied.

142. Denied.

143. Denied.

144. A-1 incorporates its responses to the allegations in paragraphs 1-143 of the Third Amended Complaint.

145. Admitted that Plaintiff purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

146. Denied.

147. Denied.

148. Denied.

149. A-1 incorporates its responses to the allegations in paragraphs 1-148 of the Third Amended Complaint.

150. Admitted that Plaintiff purports to bring this action as a class action. Denied that a class action is maintainable, certifiable, or sustainable.

151. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

152. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

153. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

154. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

155. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

156. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

157. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

158. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

159. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

160. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

161. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

162. A-1 and Bond are without sufficient knowledge or information to form a belief as to the truth of the allegations, and thus those allegations are denied.

FIRST DEFENSE

163. The Court lacks jurisdiction of the subject matter of the claims of the putative classes, as there is no class which is maintainable, certifiable, or sustainable that comprises claims in excess of \$5,000,000, and there is no class which is maintainable, certifiable, or sustainable that has a member which is a resident of a state that is different from any other defendants in this case.

SECOND DEFENSE

164. The Court lacks jurisdiction of the subject matter of the claims of Sharon Hubbard, as Sharon Hubbard was not a resident of a state that is different from any other defendants in this case at the time this case was filed, nor is there a federal question raised by the claims brought by Sharon Hubbard, nor do the claims of Sharon Hubbard exceed the sum or value of \$75,000.00, exclusive of interest and costs.

THIRD DEFENSE

165. None of the Harris Companies acted as agent for A-1 (or Bond) in connection with the transactions made the basis of this suit. The Harris Companies had neither express

authority, implied authority or apparent authority to act as agent for A-1 in connection with those transactions. Plaintiff's claims, as well as the claims of the putative nationwide class and the putative Texas subclass, that any of the Harris Companies acted as the agent of A-1 (or Bond), are barred by the affirmative defenses of waiver, promissory estoppel, and breach of contract.

FOURTH DEFENSE

166. The Third Amended Complaint fails to state a claim upon which relief can be granted, to the extent the Third Amended Complaint purports to state a claim under the Texas Business Opportunity Act.

FIFTH DEFENSE

167. Plaintiff Sharon Hubbard, as well as the claimants comprising the putative nationwide class and the putative Texas subclass, were not "consumers" of A-1 (or Bond), as that term is defined by the DTPA, in connection with the transactions made the basis of this suit.

SIXTH DEFENSE

168. The Third Complaint fails to state a claim upon which relief can be granted, to the extent the Third Amended Complaint purports to state a claim under the Texas Telephone Solicitation Act.

SEVENTH DEFENSE

169. Michigan law applies to the transactions with, and claims against, A-1 and Bond made the basis of this suit.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants A-1 Leasing, LLC and Bond Corporation pray that Plaintiff take nothing from A-1 Leasing, LLC and Bond Corporation, and

that A-1 Leasing, LLC and Bond Corporation recover their costs, and for such other and further relief, at law or in equity, to which they may be justly entitled.

Respectfully submitted,

/s/

GLENN R. LEMAY
Attorney-in-Charge
State Bar No. 12188690
E-Mail: glemay@gordonrees.com
JOSEPH W. DICECCO
State Bar No. 05812520
GORDON & REES, LLP
1900 West Loop South, Suite 1000
Houston, Texas 77027
(713) 961-3366
(713) 961-3938 (Fax)

ATTORNEYS FOR DEFENDANTS
A-1 LEASING, LLC AND
BOND CORPORATION

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on the 6th day of December, 2007, the foregoing instrument was served electronically pursuant to Rule 5 of the Federal Rules of Civil Procedure, on the following:

Stephen L. Hubbard
E-Mail: slhubbard@hblawfirm.com
Robert W. Biederman
E-Mail: rwbiederman@hblawfirm.com
David M. Grossman
E-mail: dmgrossman@hblawfirm.com
Hubbard & Biederman, LLP
1717 Main Street, Suite 4700
Dallas, Texas 75201

Timothy W. Ferguson
E-mail: ferguson@fergusonfirm.com
Ferguson Firm
1122 Orleans
Beaumont, Texas 77701

Brian Lafving
E-mail: bdlafving@yahoo.com
Attorney at Law
17194 Preston Road, Ste. 102-241
Dallas, TX 75248

John P. Lewis, Jr.
E-mail: jplewisjr@mindspring.com
Attorney at Law
1412 Main Street, Suite 210
Dallas, Texas 75202

/s/
GLENN R. LEMAY