

CASE TYPE: CIVIL OTHER/MISC.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Bonnie Berthiaume, Robert Berthiaume,
Doris Burnham, Richard Burnham, Nancy
Mayer-Gosz, Fletcher Lewis, and Carol
Lewis,

File No.: 27-CV-17-15118

Plaintiffs,

vs.

Allianz Life Insurance Company of North
America, Athene USA, Corp. and Imeriti, Inc.
d/b/a Imeriti Financial Network,

ANSWER
OF
IMERITI, INC.
d/b/a IMERITI FINANCIAL
NETWORK

Defendants.

Imeriti, Inc. d/b/a Imeriti Financial Network (“Imeriti”) as and for its answer to the Amended Complaint of Plaintiffs Bonnie Berthiaume, Robert Berthiaume, Doris Burnham, Richard Burnham, Nancy Mayer-Gosz, Fletcher Lewis, and Carol Lewis (collectively “Plaintiffs”), states and alleges as follows:

GENERAL DENIAL

Imeriti denies each and every allegation, matter and thing contained in Plaintiffs’ Amended Complaint unless hereinafter specifically admitted.

NATURE OF THE ACTION

1. Imeriti, upon information and belief, admits that Sean M. Meadows (“Meadows”) is a former financial advisor who is now incarcerated in a federal prison. Imeriti denies the remainder of the allegations in paragraph 1 including Plaintiffs’ description of the nature of this action.

2. Deny.

THE PARTIES

3. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 3, and therefore it denies the same.

4. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 4, and therefore it denies the same.

5. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 5, and therefore it denies the same.

6. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 6, and therefore it denies the same.

7. Upon information and belief, Imeriti admits the allegations in paragraph 7, but Imeriti does not have sufficient information to admit or deny the allegation that Allianz was founded in 1969.

8. Imeriti admits that it is a Minnesota corporation with its principal place of business is located at 4134 Deegan Court, Suite 300, Monticello, Minnesota 55362. Imeriti admits that it is an independent marketing organization (“IMO”) affiliated with Allianz. Imeriti denies the remainder of the allegations contained in paragraph 8.

JURISDICTION AND VENUE

9. Imeriti admits that the court has personal jurisdiction over Imeriti.

10. Admit.

11. Admit.

STATEMENT OF FACTS

I. Annuities Generally

12. Plaintiffs' general description of an annuity contract is not an allegation of fact or law that requires a response, but, in any event, Imeriti denies these allegations.

13. Plaintiffs' general description of an annuity contract is not an allegation of fact or law that requires a response, but, in any event, Imeriti denies these allegations. Further answering, Imeriti does not have sufficient information to admit or deny whether the annuities at issue with this case are "deferred-indexed annuities," and therefore Imeriti denies the same.

II. Meadows' Background and Relationships Between Parties

14. Upon information and belief, Imeriti admits that, for some period of time, Meadows was an agent for Allianz. Imeriti denies that Meadows was employed by or was an agent of Imeriti or its predecessor, and further denies that Imeriti trained or oversaw Meadows. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 14, and therefore denies the same.

15. Imeriti admits Meadows was affiliated with American Financial Marketing at some point in time, but Imeriti does not have sufficient information to admit or deny the allegations in paragraph 15, and therefore it denies the same.

16. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 16, and therefore it denies the same.

17. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 17, and therefore it denies the same.

18. Imeriti admits Meadows opened Meadows Financial Group, LLC ("MFG") at some point in time, but Imeriti does not have sufficient information to admit or deny the allegations in paragraph 18, and therefore it denies the same

19. Imeriti admits that it merged with RZ Financial in or about 2012. Imeriti admits that it was paid override compensation by Allianz based on Meadows' sales of annuities issued by Allianz. Imeriti denies the remainder of the allegations in paragraph 19.

20. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 20, and therefore it denies the same.

21. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 21, and therefore it denies the same.

22. Imeriti admits that Allianz was responsible for the overall structure and implementation of its IMO system. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 22 regarding Allianz's conduct, and therefore it denies the same. Imeriti denies the remainder of allegations in paragraph 22.

23. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 23, and therefore it denies the same.

24. Deny.

25. Deny.

26. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 26, and therefore it denies the same.

27. Deny.

28. Imeriti admits, upon information and belief, that Meadows was indicted in or about 2014 and charged with violations of various federal laws. Imeriti denies the remainder of allegations in paragraph 28.

29. Upon information and belief, Imeriti admits that Meadows plead guilty to some of the violations of federal laws with which he was charged.

III. Churning and Early Surrenders

30. Deny.

31. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 31, and therefore it denies the same.

32. Deny.

33. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 33 regarding Meadows's conduct, and therefore it denies the same. Imeriti denies the remainder of allegation in paragraph 33.

34. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 34 regarding Meadows's conduct, and therefore it denies the same. With respect to the definition of "churning," Imeriti admits that it is an unethical and often illegal sales practice which can involve many different types of activities. Imeriti neither admits nor denies Plaintiffs' purported definition of the term "churning."

35. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 35, and therefore it denies the same.

36. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 36, and therefore it denies the same.

37. Deny.

38. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 38 with respect to Allianz, and therefore it denies the same. Imeriti denies the remainder of allegation in paragraph 38.

39. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 39, and therefore it denies the same.

40. Deny.

41. Imeriti states and alleges that the Allianz policies speak for themselves regarding whether penalties are charged to the policyholder if the policy is surrendered within the first three years of the policy's inception. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 41, and therefore denies the same.

42. Deny.

43. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 43, and therefore it denies the same.

44. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 44, and therefore it denies the same.

45. Deny.

A. The Burnhams

46. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 46 regarding the Burnhams, and therefore it denies the same. Imeriti denies the remainder of allegations in paragraph 46.

47. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 47, and therefore it denies the same.

48. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 48, and therefore it denies the same.

49. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 49, and therefore it denies the same.

50. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 50, and therefore it denies the same.

51. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 51, and therefore it denies the same.

52. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 52, and therefore it denies the same.

53. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 53, and therefore it denies the same.

54. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 54, and therefore it denies the same.

55. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 55, and therefore it denies the same.

56. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 56, and therefore it denies the same.

57. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 57, and therefore it denies the same.

58. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 58, and therefore it denies the same.

59. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 59, and therefore it denies the same.

60. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 60, and therefore it denies the same.

61. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 61, and therefore it denies the same.

62. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 62, and therefore it denies the same.

63. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 63, and therefore it denies the same.

64. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 64, and therefore it denies the same.

65. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 65, and therefore it denies the same.

66. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 66 regarding the Burnhams, and therefore it denies the same. Imeriti denies the remainder of allegations in paragraph 66.

67. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 67, and therefore it denies the same.

B. The Berthiaumes

68. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 68, and therefore it denies the same.

69. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 69, and therefore it denies the same.

70. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 70, and therefore it denies the same.

71. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 71, and therefore it denies the same.

72. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 72, and therefore it denies the same.

73. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 73, and therefore it denies the same.

74. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 74, and therefore it denies the same.

C. The Lewis Family

75. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 75, and therefore it denies the same.

76. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 76, and therefore it denies the same.

77. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 77, and therefore it denies the same.

78. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 78, and therefore it denies the same.

79. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 79, and therefore it denies the same.

80. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 80, and therefore it denies the same.

81. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 81, and therefore it denies the same.

82. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 82, and therefore it denies the same.

D. Nancy Mayer-Gosz

83. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 83, and therefore it denies the same.

84. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 84, and therefore it denies the same.

85. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 85, and therefore it denies the same.

86. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 86, and therefore it denies the same.

87. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 87, and therefore it denies the same.

88. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 88 regarding Nancy Mayer-Gosz, and therefore it denies the same. Imeriti denies the remaining allegations in paragraph 88.

IV. Rewards Meadows Received from Allianz and Imeriti

89. Imeriti admits that the sales agents and brokers it recruited typically entered into a separate written agency agreement with Allianz. Imeriti admits the remainder of the allegations in paragraph 89.

90. Deny:

91. Imeriti admits that Allianz offered incentives to sales agents. Imeriti denies this was a conflict of interest.

92. Imeriti admits that it administered incentive programs for agents. Imeriti denies this constituted a conflict of interest.

93. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 93, and therefore it denies the same.

94. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 94, and therefore it denies the same.

V. Aviva Investigation

95. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 95, and therefore it denies the same.

96. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 96, and therefore it denies the same.

97. Imeriti admits, upon information and belief, that Meadows terminated his relationship with Aviva in or about 2010. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 97, and therefore it denies the same.

98. Deny.

VI. Allianz Customer Complaint and Investigation

99. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 99, and therefore it denies the same.

100. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 100, and therefore it denies the same.

101. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 101, and therefore it denies the same.

102. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 102, and therefore it denies the same.

103. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 103, and therefore it denies the same.

104. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 104 regarding Allianz's investigation, and therefore it denies the same. Imeriti denies the remainder of allegations in paragraph 104.

VII. History of State and Federal Lawsuits Against Defendant Allianz

105. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 105, and therefore it denies the same.

106. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 106, and therefore it denies the same.

107. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 107, and therefore it denies the same.

108. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 108, and therefore it denies the same.

109. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 109, and therefore it denies the same.

110. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 110, and therefore it denies the same.

111. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 111, and therefore it denies the same.

112. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 112, and therefore it denies the same.

VIII. Allianz Compliance Guide

113. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 113 regarding the Allianz Compliance Guide, and therefore it denies the same. Imeriti states that Allianz's Compliance Guide speaks for itself.

IX. Class Action Allegations

114. Imeriti denies that this lawsuit is suitable for a class action under Rules 23.01 and 23.02 (c) of the Minnesota Rules of Civil Procedure.

115. Deny.

116. Deny.

117. Deny.

118. Deny.

119. Deny.

120. Deny.

STATEMENT OF THE CLAIMS

**COUNT ONE
VIOLATIONS OF MINN. STAT. § 325F.69
Minnesota Consumer Fraud Act
(Against Allianz)**

121. Imeriti restates and incorporates by reference its prior answers and responses to the allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

122. Imeriti admits that Allianz sold investment services and annuity products to the public. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 122, and therefore denies the same.

123. Imeriti states that Allianz's advertising materials speak for themselves regarding the statements made about annuity services and products. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 123, and therefore denies the same.

124. Imeriti states that Allianz's advertising brochures speak for themselves regarding their content and statements. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 124, and therefore denies the same.

125. Imeriti states that Allianz's advertisements speak for themselves. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 125, and therefore denies the same.

126. Imeriti states that Allianz's website speaks for itself regarding the information provided therein. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 126, and therefore denies the same.

127. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 127, and therefore it denies the same.

128. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 128, and therefore it denies the same.

129. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 129, and therefore it denies the same.

130. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 130, and therefore it denies the same.

131. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 131, and therefore it denies the same.

132. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 132, and therefore it denies the same.

133. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 133, and therefore it denies the same.

COUNT TWO
VIOLATIONS OF MINN. STAT. § 325F.67
Minnesota False Statement in Advertising Act
(Against Allianz)

134. Imeriti realleges and incorporates by reference its answers and responses to the allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

135. Imeriti admits that Allianz sold investment services and annuity products to the public. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 135, and therefore denies the same.

136. Imeriti states that Allianz's advertising speaks for itself regarding its annuity services and products. Imeriti does not have sufficient information to admit or deny what the potential customers rely on Allianz's advertising, and therefore denies said allegations.

137. Imeriti states that Allianz's advertising brochure speaks for itself regarding its content. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 137, and therefore it denies the same.

138. Imeriti states that Allianz's advertisements speak for themselves. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 138, and therefore it denies the same.

139. Imeriti states that Allianz's website speaks for itself regarding the content and information provided therein. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 139, and therefore it denies the same.

140. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 140, and therefore it denies the same.

141. Imeriti does not have sufficient information to admit or deny the allegations contained in paragraph 141, and therefore denies the same.

142. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 142, and therefore it denies the same.

143. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 143, and therefore it denies the same.

144. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 144, and therefore it denies the same.

145. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 145, and therefore it denies the same.

146. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 146, and therefore it denies the same.

COUNT THREE
VIOLATIONS OF MINN. STAT. § 325D.44
Minnesota Uniform Deceptive Trade Practices Act
(Against Allianz)

147. Imeriti realleges and incorporates by reference all of its answers and responses to the foregoing allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

148. Imeriti admits that Allianz sold investment services and annuity products to the public. Imeriti does not have sufficient information to admit or deny the remainder of the allegations in paragraph 148, and therefore denies the same.

149. Imeriti states that Allianz's statements and representations to the public regarding its annuity products and services speak for themselves. To the extent the allegations in paragraph 149 are contrary to or inconsistent with Allianz's statements and representations regarding its annuity products and services, Imeriti denies said allegations.

150. Imeriti states and Allianz's advertising regarding its annuity services and products speaks for itself. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 150, and therefore it denies the same.

151. Imeriti states that Allianz's advertising brochures speaks for itself. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 151, and therefore it denies the same.

152. Imeriti states that Allianz's advertisements speak for themselves. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 152, and therefore it denies the same.

153. Imeriti states that Allianz's website speaks for itself as to its content and the information provided therein. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 153, and therefore it denies the same.

154. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 154, and therefore it denies the same.

155. Imeriti does not have sufficient information to admit or deny the allegations contained in paragraph 155, and therefore denies the same.

156. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 156, and therefore it denies the same.

157. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 157, and therefore it denies the same.

158. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 158, and therefore it denies the same.

159. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 159, and therefore it denies the same.

160. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 160, and therefore it denies the same.

161. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 161, and therefore it denies the same.

162. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 162, and therefore it denies the same.

COUNT FOUR
VIOLATIONS OF MINN. STAT. § 325F.71
Deceptive Acts Perpetrated Against Senior Citizens and Disabled Persons
Senior Citizens and Disabled Persons Subclass
(Against Allianz)

163. Imeriti realleges and incorporates by reference all of its answers and responses to the foregoing allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

164. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 164, and therefore denies the same.

165. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 165, and therefore denies the same.

166. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 166, and therefore denies the same.

167. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 167, and therefore it denies the same.

168. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 168, and therefore it denies the same.

**COUNT FIVE
NEGLIGENCE
(Against Allianz)**

169. Imeriti realleges and incorporates by reference all of its answers and responses to the foregoing allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

170. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 170, and therefore denies the same.

171. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 171, and therefore it denies the same.

172. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 172, and therefore it denies the same.

173. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 173, and therefore denies the same.

174. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 174, and therefore denies the same.

175. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 175, and therefore denies the same.

176. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 176, and therefore denies the same.

**COUNT SIX
NEGLIGENCE
(Against Imeriti)**

177. Imeriti realleges and incorporates by reference its prior answers and responses to the allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

178. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 178 regarding Plaintiffs' annuities, and therefore it denies the same. Imeriti denies the remainder of allegations in paragraph 178.

179. Deny.

180. Plaintiffs' allegations regarding "regulatory restrictions" and "regulatory requirements" are vague and undefined, and therefore Imeriti denies the allegations in paragraph 180. Imeriti denies the remainder of allegations in paragraph 180.

181. Deny.

182. Deny.

183. Deny.

**COUNT SEVEN
AIDING AND ABETTING FRAUD
(Against Allianz)**

184. Imeriti realleges and incorporates by reference its prior answers and responses to the allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

185. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 185, and therefore denies the same.

186. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 186, and therefore denies the same.

187. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 187, and therefore denies the same.

188. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 188, and therefore denies the same.

189. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 189, and therefore it denies the same.

190. Imeriti does not have sufficient information to admit or deny the allegations in paragraph 190, and therefore it denies the same.

**COUNT EIGHT
AIDING AND ABETTING FRAUD
(Against Imeriti)**

191. Imeriti realleges and incorporates by reference its prior answers and responses to the allegations in Plaintiffs' Amended Complaint as if fully set forth herein.

192. The allegations in paragraph 192 constitute a legal conclusion to which no response is required. If a response is required, Imeriti states that it does not have insufficient information to admit or deny the allegations in paragraph 192, and therefore denies the same.

193. Deny.

194. Deny.

195. Deny.

196. Deny.

197. Deny.

AFFIRMATIVE DEFENSES

As and for its Affirmative Defenses to the Amended Complaint of Plaintiffs herein, Imeriti, Inc. d/b/a Imeriti Financial Network states and alleges as follows:

198. Plaintiffs' claims are barred by the applicable statutes of limitation.

199. Plaintiffs' Amended Complaint fails to state a claim or cause of action against Imeriti upon which relief can be granted.

200. Plaintiffs' damages, if any, were caused by Plaintiffs' own negligence, breach of duty, fault and actions, or were caused by the breach of duty, negligence, fault or actions of third parties over whom Imeriti had no control and no duty of control. Plaintiffs' claims are barred by contributory and/or comparative negligence.

201. Plaintiffs claim against Imeriti for aiding and abetting fraud fails to state a claim upon which relief can be granted, does not allege the circumstances constituting fraud with particularity in violation of Rule 9.02, and fails as a matter of law because Imeriti did not make any representations to Plaintiffs upon which Plaintiffs relied or reasonably relied in connection with the transactions alleged in Plaintiffs' Amended Complaint.

202. Plaintiffs' claims are barred by the doctrines of assumption of risk, laches, waiver and estoppel.

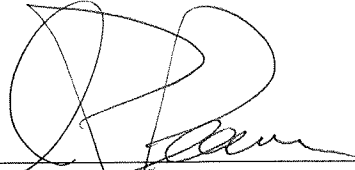
203. To the extent Plaintiffs suffered damages as a direct or approximate result of the conduct of Sean M. Meadows, who stole money from Plaintiffs' accounts at Meadows Financial Group, LLC, Plaintiffs' damages were the direct and proximate result of Meadows illegal, intentional and wrongful conduct, and such conduct was the intervening and superseding cause of Plaintiffs' damages. Further answering, Imeriti alleges that it had no knowledge of, duty of control or supervision over it, nor no authority over, and no ability to supervise Plaintiffs' investments with Mr. Meadows at Meadows Financial Group, LLC.

REQUEST FOR RELIEF

WHEREFORE, Imeriti requests that Plaintiffs take nothing by their Amended Complaint, that the Amended Complaint be dismissed with prejudice on the merits, that Plaintiffs' claims for relief be denied, and that the Court orders such other relief as it deems just and appropriate.

Dated: April 23, 2018

WINTHROP & WEINSTINE, P.A.



By: _____

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