



deny that he has a principal place of business at 104 Fair Oaks, Columbia, Maryland, aver that he resides in Mt. Airy, Maryland, and otherwise deny the allegations in Paragraph 3.

4. No response is required to Paragraph 4 since it contains no allegations of fact. To the extent a response is required, Defendants admit that Plaintiff alleges subject matter jurisdiction as described in Paragraph 4 of the Complaint, but Defendants deny that Plaintiff is entitled to any such relief and otherwise deny the allegations in Paragraph 4.

5. Defendants admit that Plaintiff alleges supplemental jurisdiction as described in Paragraph 5 of the Complaint, but Defendants otherwise deny the allegations in Paragraph 5.

6. Defendants admit that, prior to the time that Sovereign Funding ceased operations, its principal place of business was in Columbia, Maryland, aver that Springer is a resident of Mt. Airy, Maryland, and otherwise deny the allegations in Paragraph 6.

7. Defendants admit that, prior to the time that Sovereign Funding ceased operations, its principal place of business was in Columbia, Maryland, and that Plaintiff alleges that venue is appropriate, aver that Springer is a resident of Mt. Airy, Maryland, and otherwise deny the allegations in Paragraph 7.

8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and, therefore, deny the same.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 and, therefore, deny the same.

10. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and, therefore, deny the same.

11. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 and, therefore, deny the same.

12. Defendants admit that Springer was President of Sovereign Funding prior to the time that Sovereign Funding ceased operations, was in charge of Sovereign Funding, and made all marketing, promotional, and management decisions with respect to Sovereign Funding, and otherwise deny the allegations in Paragraph 12.

13. Defendants admit that Sovereign Funding was a structured settlement broker and that Sovereign Funding operated a website with the domain name <<"www.sovereignfunding.com">> prior to the time that Sovereign Funding ceased operations, deny that Sovereign Funding was a purchaser of structured settlements, annuities and lottery winnings, that Sovereign Funding offered services that in some respects were on their face copies of those developed by Woodbridge, and otherwise deny the allegations in Paragraph 13.

14. Defendants deny the allegations in Paragraph 14.

15. Defendants deny the allegations in Paragraph 15.

16. Defendants deny the allegations in Paragraph 16.

17. Defendants deny the allegations in Paragraph 17.

18. Defendants deny the allegations in Paragraph 18.

19. Defendants deny the allegations in Paragraph 19.

20. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and, therefore, deny the same.

21. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 and, therefore, deny the same.

22. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and, therefore, deny the same.

23. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and, therefore, deny the same.

24. Defendants deny the allegations in Paragraph 24.

25. Defendants deny the allegations in Paragraph 25.

26. Defendants deny the allegations in Paragraph 26.

**CLAIMS FOR RELIEF**

**COUNT ONE**

27. Defendants repeat and incorporate by reference their responses set forth in Paragraphs 1 through 26 above as if fully set forth herein.

28. Defendants deny the allegations in Paragraph 28.

29. Defendants deny the allegations in Paragraph 29.

30. Defendants deny the allegations in Paragraph 30.

31. Defendants deny the allegations in Paragraph 31.

32. Defendants deny the allegations in Paragraph 32.

33. Defendants deny the allegations in Paragraph 33.

34. Defendants deny the allegations in Paragraph 34.

35. Defendants deny the allegations in Paragraph 35.

36. Defendants deny the allegations in Paragraph 36.

**COUNT TWO**

37. Defendants repeat and incorporate by reference their responses set forth in Paragraphs 1 through 36 above as if fully set forth herein.

38. Defendants deny the allegations in Paragraph 38.

39. Defendants deny the allegations in Paragraph 39.

40. Defendants deny the allegations in Paragraph 40.

41. Defendants deny the allegations in Paragraph 41.

42. Defendants deny the allegations in Paragraph 42.

43. Defendants deny the allegations in Paragraph 43.

44. Defendants deny the allegations in Paragraph 44.

45. Defendants deny the allegations in Paragraph 45.

46. Defendants deny the allegations in Paragraph 46.

47. Defendants deny the allegations in Paragraph 47.

48. Defendants deny the allegations in Paragraph 48.

**COUNT THREE**

49. Defendants repeat and incorporate by reference their responses set forth in Paragraphs 1 through 48 above as if fully set forth herein.

50. Defendants deny the allegations in Paragraph 50.

51. Defendants deny the allegations in Paragraph 51.

52. Defendants deny the allegations in Paragraph 52.

53. Defendants deny the allegations in Paragraph 53.

54. Defendants deny the allegations in Paragraph 54.

55. Defendants deny the allegations in Paragraph 55.

**COUNT FOUR**

56. Defendants repeat and incorporate by reference their responses set forth in Paragraphs 1 through 55 above as if fully set forth herein.

57. Defendants deny the allegations in Paragraph 57.

58. Defendants deny the allegations in Paragraph 58.

59. Defendants deny the allegations in Paragraph 59.

60. Defendants deny the allegations in Paragraph 60.

61. Defendants deny the allegations in Paragraph 61.

62. Defendants deny the allegations in Paragraph 62.

63. Defendants deny the allegations in Paragraph 63.

64. Defendants deny the allegations in Paragraph 64.

65. Defendants deny the allegations in Paragraph 65.

66. Defendants deny the allegations in Paragraph 66.

**COUNT FIVE**

67. Defendants repeat and incorporate by reference their responses set forth in Paragraphs 1 through 66 above as if fully set forth herein.

68. Defendants deny the allegations in Paragraph 68.

69. Defendants deny the allegations in Paragraph 69.

70. Defendants deny the allegations in Paragraph 70.

71. Defendants deny the allegations in Paragraph 71.

72. Defendants deny the allegations in Paragraph 72.

73. Defendants deny each and every allegation set forth in the Paragraph beginning “WHEREFORE” and all other allegations in the Complaint not expressly admitted above.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

75. Plaintiff’s claims are barred, in whole or in part, by the statute of limitations.

**THIRD DEFENSE**

76. Plaintiff’s claims are barred, in whole or in part, by the doctrine of laches.

**FOURTH DEFENSE**

77. Plaintiff’s claims are barred, in whole or in part, by the lack of subject matter jurisdiction.

**FIFTH DEFENSE**

78. Plaintiff’s claims are barred, in whole or in part, by the doctrine of acquiescence.

**SIXTH DEFENSE**

79. Plaintiff’s claims are barred, in whole or in part, by the doctrine of estoppel.

**SEVENTH DEFENSE**

80. Plaintiff’s claims are barred, in whole or in part, by the doctrine of waiver.

**EIGHTH DEFENSE**

81. Plaintiff’s claims are barred, in whole or in part, by the lack of personal jurisdiction.

**NINTH DEFENSE**

82. Plaintiff’s claims are barred, in whole or in part, by the doctrine of unclean hands.

**TENTH DEFENSE**

83. Plaintiff's claims are barred, in whole or in part, by insufficient process.

**ELEVENTH DEFENSE**

84. The Complaint claims are barred, in whole or in part, by failure to join a party under Rule 19.

**TWELFTH DEFENSE**

85. Plaintiff's claims are barred, in whole or in part, due to the absence of any injury or damage.

**THIRTEENTH DEFENSE**

86. Plaintiff's claims are barred, in whole or in part, due to the failure to mitigate damage.

**FOURTEENTH DEFENSE**

87. Plaintiff's claims are barred, in whole or in part, by the lack of capacity of Sovereign Funding to be sued.

**FIFTEENTH DEFENSE**

88. Plaintiff's claims are barred, in whole or in part, by the defense of fair use.

**SIXTEENTH DEFENSE**

89. Plaintiff's claims are barred, in whole or in part, by the lack of likelihood of confusion.

**SEVENTEENTH DEFENSE**

90. Plaintiff's claims are barred, in whole or in part, due to the truth of the matters about which Plaintiff complains.



**EIGHTEENTH DEFENSE**

91. Plaintiff's claims are barred, in whole or in part, by the defense of justification.

**NINETEENTH DEFENSE**

92. Plaintiff's claims are barred, in whole or in part, by the defense of fair comment.

**TWENTIETH DEFENSE**

93. Plaintiff's claims are barred, in whole or in part, by the defense of the right to report on judicial proceedings.

**TWENTY-FIRST DEFENSE**

94. Plaintiff's claims are barred, in whole or in part, by the defense of the right to express an opinion.

**TWENTY-SECOND DEFENSE**

95. Plaintiff's claims are barred, in whole or in part, as the matters about which Plaintiff complains are matters of opinion.

**TWENTY-THIRD DEFENSE**

96. Plaintiff's claims are barred, in whole or in part, due to the status of Plaintiff as a public figure.

**TWENTY-FOURTH DEFENSE**

97. Defendants reserve the right to amend their answer and to assert additional defenses and/or supplement, alter or change their answer and defenses upon the discovery of more definitive facts and upon the completion of a continuing investigation and discovery.

WHEREFORE, Defendants, having fully answered Plaintiff's Complaint in this matter and denied that Plaintiff is entitled to any relief, respectfully request that this Court enter judgment for Defendants on all counts, dismissing the Complaint with prejudice, and awarding

Defendants their costs, attorneys' fees, and such other further relief as this Court deems appropriate.

Dated: June 25, 2012

ARENT FOX LLP

/s/Michael S. Cryan  
Michael S. Cryan  
1675 Broadway  
New York, New York 10019

*Counsel for Sovereign Mortgage & Funding  
Group and David Springer*

**CERTIFICATE OF SERVICE**

I certify that on June 25, 2012, a copy of the foregoing document was served via ECF filing upon:

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