

Defendant's Defenses

- Defendants have produced Plaintiff's pair of pants.
- Defendants did not permanently lose Plaintiff's pants.
- None of Defendants' actions in this matter constituted a violation of the CPPA, fraud, negligence, conversion or any other civil or criminal act.
- Plaintiff's claims available at trial are limited to only those explicitly brought in his Amended Complaint. Any additional claims are not part of this lawsuit, as Judge Kravitz opined in his November 20, 2006 Order Denying Plaintiff's "Motion to Amend and Supplement Complaint." Notably, these additional non-actionable claims include (but are not limited to) Plaintiff's claims relating to his emotion distress, relating to alleged duplicative violations for each day Defendants' signage was displayed and to his representation of other individuals as "private attorney general".
- Plaintiff has no ability to establish the amount of his purported over \$65,000,000 in damages.
- The amount demanded in this matter is vastly out of proportion to any injury suffered by Plaintiff.
- Plaintiff's Amended Complaint does not allege his current damages claim. Plaintiff's Amended Complaint only alleges the following ripe damages claims:
 - \$1,500 for each of the seven CPPA violations alleged in the Amended Complaint relating to his lost pants and the "satisfaction guaranteed"

- signage plus treble damages [or \$1,500 for each violation, without treble damages, if it is the greater sum], attorney's fees and punitive damages.
- In the alternative, if Plaintiff is not entitled to recovery for the "satisfaction guaranteed" sign under the CPPA, he demands \$15,000 in actual damages and \$15,000 in punitive damages for his fraud claim.
 - In the alternative, if Plaintiff is not entitled to recovery for the "satisfaction guaranteed" sign under the CPPA, he demands \$1,500 in actual damages and \$15,000 in punitive damages for his negligence/conversion claim.
- Plaintiff himself has only allegedly been damaged once as a result of the allegedly limitless guarantee of satisfaction—specifically when he allegedly did not receive back the suit pants he alleges he dropped off for altering. Therefore, even if there was an actionable guarantee of satisfaction, Plaintiff has only been damaged to the extent of his lost pair of pants as a result of the guarantee of satisfaction.
 - Plaintiff's claims are duplicative and unfairly cumulative. Plaintiff should, thereby, be limited to one claim against all three Defendants jointly for the alleged loss of his pants. Further, Plaintiff should be limited to one claim for allegedly being misled by Defendants' signage—and not thousands of duplicative alleged violations.
 - This is not a punitive damages case as there was no willful, malicious or grossly negligent behavior.
 - A pro se attorney is not entitled to attorneys' fees.
 - Plaintiff is not entitled to treble damages.
 - If Plaintiff was damaged, his damages are, at most, \$1150 - \$1600, the alleged price of the suit from which the purportedly lost pants came.
 - Plaintiff's interpretation of Defendants' "Satisfaction Guaranteed" sign is excruciatingly unreasonable.
 - None of Defendants' signage is/was misleading, unreasonable or in violation of the DC Consumer Protection Act.
 - Plaintiff will purport that many other customers have had similar problems but (1) no such customers have ever indicated as much to Defendants and (2) even if other customers had experienced similar problems, they're irrelevant to Plaintiff's case.
 - If there was a violation of the CPPA, there was only one such violation.
 - Plaintiff did not reasonably rely to his detriment upon Defendants' alleged representations.
 - Defendant did not breach any duty owed to Plaintiff.

- Defendants' representation that "satisfaction is guaranteed" is not a representation that their services are of a particular quality when in fact it is not.
- Defendants' representation that "satisfaction is guaranteed" is not a representation of material facts which have a tendency to mislead.
- Defendants' advertisement that "satisfaction is guaranteed" is not an advertisement for services that defendants had not intended to sell as advertised.
- Plaintiff fails to state a claim upon which relief can be granted.
- Plaintiff's claims are barred by the statute of limitations.
- Plaintiff's claims are barred by laches.
- Plaintiff's claims are barred by waiver.
- Plaintiff's claims are barred by lack of consideration.
- Plaintiff's claims are barred by his own illegal conduct.