
EXHIBIT E

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8 Attorney for Defendants, A Perfect Day Franchise, Inc.,
9 Minjian Hand Healing Institute, Inc., Jin Qui and Tailiang Li

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 GUIFU LI, MENG WANG, FANG DAI, LIN
13 CUI, and ZHONG YU on behalf of themselves
14 and all others similarly situated,

15 Plaintiffs,

16 vs.

17 A PERFECT DAY FRANCHISE, INC., a
18 California Corporation, A PERFECT DAY,
19 INC., a California Corporation; MINJIAN
20 HAND HEALING INSTITUTE, INC., a
21 California Corporation; TOM SCHRINER, an
22 individual; TAILIANG LI, an individual; JIN
23 QUI, an individual; JESSE DOE, an individual;
24 and DOES 1 to 10, inclusive

25 Defendants.

Case No. CV 10-01189 LHK (PSG)

CLASS ACTION

**DEFENDANT, A PERFECT DAY
FRANCHISE, INC.’S ANSWER TO
PLAINTIFFS’ SECOND AMENDED
COMPLAINT**

26 Defendant A PERFECT DAY FRANCHISE, INC. (hereinafter “DEFENDANT”), by and
27 through its attorneys of record, the Law Offices of Richard Wahng, states for its Answer and
28 Affirmative Defenses to the First Amended Complaint of plaintiffs GUIFU LI, MENG WANG,
FANG DAI, LIN CUI, and ZHONG YU, as follows:

NATURE OF CLAIM

1. The allegations in this paragraph amount to legal conclusions to which no answer is
required. To the extent that this paragraph contains factual allegations they are denied.

1 2. The allegations in this paragraph amount to legal conclusions to which no answer is
2 required. To the extent that this paragraph contains factual allegations DEFENDANT denies
3 each and every allegation contained in this paragraph.

4 3. The allegations in this paragraph amount to legal conclusions to which no answer is
5 required. To the extent that this paragraph contains factual allegations DEFENDANT denies
6 each and every allegation contained in this paragraph.

7

8

PARTIES

9 4. DEFENDANT admits that GUIFU LI contracted with DEFENDANT to work as a
10 massage therapist, but is without knowledge or information sufficient to form a belief as to the
11 truth of the remaining allegations, and on that basis denies.

12 5. DEFENDANT admits that MENG WANG contracted with DEFENDANT to work as
13 a massage therapist, but is without knowledge or information sufficient to form a belief as to the
14 truth of the remaining allegations, and on that basis denies.

15 6. DEFENDANT admits that FANG DAI contracted with DEFENDANT to work as a
16 massage therapist, but is without knowledge or information sufficient to form a belief as to the
17 truth of the remaining allegations, and on that basis denies.

18 7. DEFENDANT admits that LIN CUI contracted with DEFENDANT to work as a
19 massage therapist, but is without knowledge or information sufficient to form a belief as to the
20 truth of the remaining allegations, and on that basis denies.

21 8. DEFENDANT admits that ZHONG YU contracted with DEFENDANT to work as a
22 massage therapist, but is without knowledge or information sufficient to form a belief as to the
23 truth of the remaining allegations, and on that basis denies.

24 9. DEFENDANT admits that it is a California corporation and has business locations in
25 Fremont, Santa Clara, and Milbrae, California. DEFENDANT denies all of the remaining
26 allegations contained in this paragraph.

27 10. DEFENDANT denies each and every allegation contained in this paragraph.
28

1 11. DEFENDANT is without knowledge or information sufficient to form a belief as to
2 the allegations contained in this paragraph regarding Minjian’s corporate structure and principal
3 place of business, and on that basis denies. Defendant denies all of the remaining allegations
4 contained in this paragraph.

5 12. DEFENDANT admits that Tom Schriener is an individual, and denies all of the
6 remaining allegations contained in this paragraph.

7 13. DEFENDANT is without knowledge or information sufficient to form a belief as to
8 the allegations contained in this paragraph regarding control of the Minjian Institute, and on that
9 basis denies. DEFENDANT denies the remaining allegations contained in this paragraph.

10 14. DEFENDANT is without knowledge or information sufficient to form a belief as to
11 the allegations contained in this paragraph, and on that basis denies.

12 15. The allegations in this paragraph amount to legal conclusions to which no answer is
13 required. To the extent that this paragraph contains factual allegations, DEFENDANT is without
14 knowledge or information sufficient to form a belief as to the truth of the allegations, and on that
15 basis denies.

16 16. DEFENDANT admits that Jade Li is an individual, a manager of Perfect Day Spa and
17 a relative of Tailiang Li. DEFENDANT denies all of the remaining allegations contained in this
18 paragraph.

19 17. DEFENDANT admits that Jun Ma is an individual and a manager of Perfect Day Spa.
20 DEFENDANT denies all of the remaining allegations contained in this paragraph.

21 18. The allegations in this paragraph amount to legal conclusions to which no answer is
22 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

23 19. DEFENDANT denies each and every allegation contained in this paragraph.

24 20. The allegations in this paragraph amount to legal conclusions to which no answer is
25 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

26 21. The allegations in this paragraph amount to legal conclusions to which no answer is
27 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

28

1 22. The allegations in this paragraph amount to legal conclusions to which no answer is
2 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

3 **JURISDICTION AND VENUE**

4 23. The allegations in this paragraph amount to legal conclusions to which no answer is
5 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

6 24. The allegations in this paragraph amount to legal conclusions to which no answer is
7 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

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9 **PLAINTIFFS' CLASS ACTION ALLEGATIONS**

10 25. The allegations in this paragraph amount to legal conclusions to which no answer is
11 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

12 26. The allegations in this paragraph amount to legal conclusions to which no answer is
13 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

14 27. The allegations in this paragraph amount to legal conclusions to which no answer is
15 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

16 28. The allegations in this paragraph amount to legal conclusions to which no answer is
17 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

18 29. The allegations in this paragraph amount to legal conclusions to which no answer is
19 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

20 30. The allegations in this paragraph amount to legal conclusions to which no answer is
21 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

22 31. The allegations in this paragraph amount to legal conclusions to which no answer is
23 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

24 32. The allegations in this paragraph amount to legal conclusions to which no answer is
25 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

26 33. The allegations in this paragraph amount to legal conclusions to which no answer is
27 required. To the extent that this paragraph contains factual allegations DEFENDANT denies.

28

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