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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CAT BROOKS and RASHEED
SHABAZZ, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

THOMSON REUTERS
CORPORATION,

Defendant.

Case No. 3:21-cv-01418-EMC

**DEFENDANT THOMSON REUTERS
CORPORATION'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' FIRST AMENDED CLASS
ACTION COMPLAINT**

Defendant THOMSON REUTERS CORPORATION, by and through its attorneys, answers the First Amended Complaint of Plaintiffs CAT BROOKS and RASHEED SHABAZZ (“Plaintiffs”) in correspondingly numbered paragraphs and headings as follows:

PRELIMINARY STATEMENT

Thomson Reuters Corporation’s Answer and Affirmative Defenses are based on information currently available to it after reasonable investigation. Thomson Reuters Corporation reserves the right to amend this Answer and Affirmative Defenses (“Answer”) based on information that becomes available through the course of discovery or further investigation.

The First Amended Complaint improperly mixes factual averments with legal theories so as to make admissions or denials of such averments difficult or impossible. Many of the allegations of the First Amended Complaint include terms that are undefined or susceptible of different meanings, including “sell,” “personal facts,” “personal identifying information,” “private information,” “dossiers,” “non-public information,” “personal data,” “identities,” and “consent.” Any factual averment admitted is admitted only as to the specific fact and not as to any conclusions, characterizations, implications, or speculations that are contained in the averment or in the First Amended Complaint as a whole. Except as to those factual averments that are expressly admitted, Thomson Reuters Corporation denies each and every allegation, claim, and prayer for relief contained in the First Amended Complaint.

Thomson Reuters Corporation incorporates this Preliminary Statement into each numbered paragraph in the Answer.

ANSWER

CLASS ACTION COMPLAINT

1. Answering paragraph 1, Thomson Reuters Corporation affirmatively alleges that it legally licenses information about businesses and individuals, including those located in California, from sources that include government agencies, private entities, and third-party aggregators, each of which represents that it has complied with all applicable laws in providing the information to Thomson Reuters. The type of information that is available through CLEAR may differ from business to business and person to person, and may differ even for the same business or person

1 depending on the customer conducting the search, the search conducted, the passage of time, and
 2 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
 3 have a permissible purpose under the Gramm-Leach-Bliley Act, 5 U.S.C. § 6801 *et seq.* (“GLBA”).
 4 Customers use CLEAR for purposes such as preventing fraud, preventing money laundering,
 5 protecting victims of human trafficking and sexual exploitation, regulatory compliance, due
 6 diligence related to business transactions, government benefits program integrity, and law
 7 enforcement investigations. CLEAR customers include law firms, businesses, and government
 8 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
 9 purpose(s) under the applicable statute(s) each time they use CLEAR. Thomson Reuters
 10 Corporation offers credentialed, authorized customers a variety of subscription plans to pay for
 11 their use of CLEAR. Thomson Reuters Corporation has insufficient knowledge or information to
 12 admit or deny how it is “best known” and which of its practices are “lesser known” or unknown,
 13 and on that basis denies the allegations. Except as expressly admitted, Thomson Reuters
 14 Corporation denies the allegations in paragraph 1.

15 2. Answering paragraph 2, Thomson Reuters Corporation affirmatively alleges that
 16 West Publishing Corporation, a subsidiary of Thomson Reuters Corporation, operates a software
 17 product called CLEAR (collectively, Thomson Reuters Corporation and West Publishing
 18 Corporation will be referred to herein as “Thomson Reuters”). Thomson Reuters legally licenses
 19 information about businesses and individuals, including those located in California, from sources
 20 that include government agencies, private entities, and third-party aggregators, each of which
 21 represents that it has complied with all applicable laws in providing the information to Thomson
 22 Reuters. The type of information that is available through CLEAR may differ from business to
 23 business and person to person, and may differ even for the same business or person depending on
 24 the customer conducting the search, the search conducted, the passage of time, and other factors.
 25 CLEAR is available only to credentialed, authorized customers that certify that they have a
 26 permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing
 27 fraud, preventing money laundering, protecting victims of human trafficking and sexual
 28 exploitation, regulatory compliance, due diligence related to business transactions, government

1 benefits program integrity, and law enforcement investigations. CLEAR customers include law
2 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
3 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
4 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
5 to pay for their use of CLEAR. The article quoted in paragraph 2 speaks for itself and requires no
6 response. Any advertising quoted in paragraph 2 speaks for itself and requires no response. Except
7 as expressly admitted, Thomson Reuters denies the allegations in paragraph 2.

8 3. Answering paragraph 3, Thomson Reuters affirmatively alleges that it legally
9 licenses information about businesses and individuals, including those located in California, from
10 sources that include government agencies, private entities, and third-party aggregators, each of
11 which represents that it has complied with all applicable laws in providing the information to
12 Thomson Reuters. The type of information that is available through CLEAR may differ from
13 business to business and person to person, and may differ even for the same business or person
14 depending on the customer conducting the search, the search conducted, the passage of time, and
15 other factors. CLEAR, is available only to credentialed, authorized customers that certify that they
16 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
17 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
18 exploitation, regulatory compliance, due diligence related to business transactions, government
19 benefits program integrity, and law enforcement investigations. CLEAR customers include law
20 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
21 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
22 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
23 to pay for their use of CLEAR. Thomson Reuters has insufficient knowledge or information to
24 admit or deny allegations regarding third parties who target Ms. Brooks or Ms. Brooks' political
25 activities, history, or practices with respect to her personal information, and on that basis denies
26 these allegations. Thomson Reuters admits that certain information about an individual named Cat
27 Brooks may be accessed through CLEAR. Except as expressly admitted, Thomson Reuters denies
28 the allegations in paragraph 3.

4. Answering paragraph 4, Thomson Reuters affirmatively alleges that it legally licenses information about businesses and individuals, including those located in California, from sources that include government agencies, private entities, and third-party aggregators, each of which represents that it has complied with all applicable laws in providing the information to Thomson Reuters. The type of information that is available through CLEAR may differ from business to business and person to person, and may differ even for the same business or person depending on the customer conducting the search, the search conducted, the passage of time, and other factors. CLEAR is available only to credentialed, authorized customers that certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related to business transactions, government benefits program integrity, and law enforcement investigations. CLEAR customers include law firms, businesses, and government agencies. Customers are vetted before they may access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each time they use CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR. Thomson Reuters has insufficient knowledge or information to admit or deny the knowledge of third parties, and on that basis denies these allegations. The remaining allegations in paragraph 4 are legal conclusions to which no response is required. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 4.

5. Answering paragraph 5, Thomson Reuters admits that Plaintiffs seek to bring this action individually and on behalf of the putative statewide class defined in paragraph 72 of the First Amended Complaint. Thomson Reuters denies that any putative class is amenable to class certification or that Plaintiffs can satisfy the requirements of Rule 23. The remaining allegations in paragraph 5 are legal conclusions to which no response is required. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 5.

PARTIES

6. Answering paragraph 6, Thomson Reuters has insufficient knowledge or information to admit or deny the county of residence of Plaintiff Cat Brooks and on that basis denies

1 these allegations. The remaining allegations in paragraph 6 are legal conclusions to which no
2 response is required. To the extent a further response is required, Thomson Reuters denies the
3 allegations in paragraph 6.

4 7. Answering paragraph 7, Thomson Reuters has insufficient knowledge or
5 information to admit or deny the county of residence of Plaintiff Rasheed Shabazz and on that basis
6 denies these allegations. The remaining allegations in paragraph 7 are legal conclusions to which
7 no response is required. To the extent a further response is required, Thomson Reuters denies the
8 allegations in paragraph 7.

9 8. Admitted.

10 JURISDICTION AND VENUE

11 9. Answering paragraph 9, Thomson Reuters admits that the action is a class action,
12 the amount in controversy exceeds the sum or value of \$5,000,000, there are more than 100
13 members in the proposed class, and at least one member of the class is a citizen of a state different
14 from Thomson Reuters. The remaining allegations in paragraph 9 are legal conclusions to which
15 no response is required.

16 10. Answering paragraph 10, Thomson Reuters admits that West Publishing
17 Corporation, a subsidiary of Thomson Reuters Corporation, is licensed to do business in California
18 and that it regularly conducts business in California. Thomson Reuters denies that Thomson Reuters
19 Corporation is licensed to do business in California. Thomson Reuters affirmatively alleges that it
20 legally licenses information about businesses and individuals, including those located in California,
21 from sources, including California sources, that include government agencies, private entities, and
22 third-party aggregators, each of which represents that it has complied with all applicable laws in
23 providing the information to Thomson Reuters. The remaining allegations in paragraph 10 are legal
24 conclusions to which no response is required. Except as expressly admitted, Thomson Reuters
25 denies the allegations in paragraph 10.

26 11. Answering paragraph 11, Thomson Reuters admits that the Complaint was initially
27 filed in Alameda County. Thomson Reuters denies that a substantial part of the events or omissions
28

1 giving rise to the claims occurred in, were directed to, or emanated from this district. The remaining
 2 allegations in paragraph 11 are legal conclusions to which no response is required.

3 **FACTUAL ALLEGATIONS**

4 **CLEAR aggregates billions of data points about individuals and sells this information** 5 **without obtaining consent or providing compensation.**

6 12. Answering paragraph 12, Thomson Reuters affirmatively alleges that it legally
 7 licenses information about businesses and individuals, including those located in California, from
 8 sources that include government agencies, private entities, and third-party aggregators, each of
 9 which represents that it has complied with all applicable laws in providing the information to
 10 Thomson Reuters. The type of information that is available through CLEAR may differ from
 11 business to business and person to person, and may differ even for the same business or person
 12 depending on the customer conducting the search, the search conducted, the passage of time, and
 13 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
 14 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
 15 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
 16 exploitation, regulatory compliance, due diligence related to business transactions, government
 17 benefits program integrity, and law enforcement investigations. CLEAR customers include law
 18 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
 19 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
 20 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
 21 to pay for their use of CLEAR. The website quoted in paragraph 12 speaks for itself and requires
 22 no response. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph
 23 12.

24 13. Answering paragraph 13, Thomson Reuters affirmatively alleges that it legally
 25 licenses information about businesses and individuals, including those located in California, from
 26 sources that include government agencies, private entities, and third-party aggregators, each of
 27 which represents that it has complied with all applicable laws in providing the information to
 28 Thomson Reuters. The type of information that is available through CLEAR may differ from

1 business to business and person to person, and may differ even for the same business or person
2 depending on the customer conducting the search, the search conducted, the passage of time, and
3 other factors. Thomson Reuters offers credentialed, authorized customers a variety of subscription
4 plans to pay for their use of CLEAR. Thomson Reuters has insufficient knowledge or information
5 to admit or deny the allegations in the second sentence of paragraph 13 and on that basis denies
6 these allegations. The remaining allegations in paragraph 13 are legal conclusions to which no
7 response is required. To the extent a further response is required, Thomson Reuters denies the
8 allegations in paragraph 13.

9 14. Answering paragraph 14, Thomson Reuters affirmatively alleges that it legally
10 licenses the information about businesses and individuals available in CLEAR, including those
11 located in California, from sources that include government agencies, private entities, and third-
12 party aggregators, each of which represents that it has complied with all applicable laws in
13 providing the information to Thomson Reuters. Thomson Reuters offers credentialed, authorized
14 customers a variety of subscription plans to pay for their use of CLEAR. Except as expressly
15 admitted, Thomson Reuters denies the allegations in paragraph 14.

16 15. Paragraph 15 contains legal conclusions to which no response is required. Thomson
17 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
18 including those located in California, from sources that include government agencies, private
19 entities, and third-party aggregators, each of which represents that it has complied with all
20 applicable laws in providing the information to Thomson Reuters. The type of information that is
21 available through CLEAR may differ from business to business and person to person, and may
22 differ even for the same business or person depending on the customer conducting the search, the
23 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
24 authorized customers that certify that they have a permissible purpose under the GLBA. CLEAR
25 customers include law firms, businesses, and government agencies. Customers are vetted before
26 they may access CLEAR and must certify their permissible purpose(s) under the applicable
27 statute(s) each time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the
28 allegations in paragraph 15.

1 16. Answering paragraph 16, Thomson Reuters affirmatively alleges that it legally
2 licenses information about businesses and individuals, including those located in California, from
3 sources that include government agencies, private entities, and third-party aggregators, each of
4 which represents that it has complied with all applicable laws in providing the information to
5 Thomson Reuters. The type of information that is available through CLEAR may differ from
6 business to business and person to person, and may differ even for the same business or person
7 depending on the customer conducting the search, the search conducted, the passage of time, and
8 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
9 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
10 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
11 exploitation, regulatory compliance, due diligence related to business transactions, government
12 benefits program integrity, and law enforcement investigations. The content of the website
13 described in paragraph 16 speaks for itself and requires no response. Except as expressly admitted,
14 Thomson Reuters denies the allegations in paragraph 16.

15 17. Answering paragraph 17, Thomson Reuters affirmatively alleges that it legally
16 licenses information about businesses and individuals, including those located in California, from
17 sources that include government agencies, private entities, and third-party aggregators, each of
18 which represents that it has complied with all applicable laws in providing the information to
19 Thomson Reuters. The type of information that is available through CLEAR may differ from
20 business to business and person to person, and may differ even for the same business or person
21 depending on the customer conducting the search, the search conducted, the passage of time, and
22 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
23 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
24 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
25 exploitation, regulatory compliance, due diligence related to business transactions, government
26 benefits program integrity, and law enforcement investigations. Customers are vetted before they
27 may access CLEAR and must certify their permissible purpose(s) under the applicable statute(s)
28 each time they use CLEAR. The content of the article described in paragraph 17 speaks for itself

1 and requires no response. Except as expressly admitted, Thomson Reuters denies the allegations in
2 paragraph 17.

3 18. Answering paragraph 18, Thomson Reuters affirmatively alleges that it legally
4 licenses information about businesses and individuals, including those located in California, from
5 sources that include government agencies, private entities, and third-party aggregators, each of
6 which represents that it has complied with all applicable laws in providing the information to
7 Thomson Reuters. The type of information that is available through CLEAR may differ from
8 business to business and person to person, and may differ even for the same business or person
9 depending on the customer conducting the search, the search conducted, the passage of time, and
10 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
11 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
12 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
13 exploitation, regulatory compliance, due diligence related to business transactions, government
14 benefits program integrity, and law enforcement investigations. Customers are vetted before they
15 may access CLEAR and must certify their permissible purpose(s) under the applicable statute(s)
16 each time they use CLEAR. The content of the article quoted in paragraph 18 speaks for itself and
17 requires no further response. Except as expressly admitted, Thomson Reuters denies the allegations
18 in paragraph 18.

19 19. Answering paragraph 19, Thomson Reuters states that the content of the websites
20 quoted in paragraph 19 speaks for itself and requires no response. To the extent a further response
21 is required, Thomson Reuters denies the allegations in paragraph 19.

22 20. Answering paragraph 20, Thomson Reuters affirmatively alleges that it legally
23 licenses information about businesses and individuals, including those located in California, from
24 sources that include government agencies, private entities, and third-party aggregators, each of
25 which represents that it has complied with all applicable laws in providing the information to
26 Thomson Reuters. The type of information that is available through CLEAR may differ from
27 business to business and person to person, and may differ even for the same business or person
28 depending on the customer conducting the search, the search conducted, the passage of time, and

1 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
 2 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
 3 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
 4 exploitation, regulatory compliance, due diligence related to business transactions, government
 5 benefits program integrity, and law enforcement investigations. CLEAR customers include law
 6 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
 7 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
 8 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
 9 to pay for their use of CLEAR, including plans described as “comprehensive.” The content of the
 10 website quoted in paragraph 20 speaks for itself and requires no response. Except as expressly
 11 admitted, Thomson Reuters denies the allegations in paragraph 20.

12 **CLEAR sells customers the ability to easily and quickly search for a specific individual’s**
 13 **personal and non-public information**

14 21. The content of the advertising quoted in paragraph 21 speaks for itself and requires
 15 no response. To the extent a further response is required, Thomson Reuters denies the allegations
 16 in paragraph 21.

17 22. Answering paragraph 22, Thomson Reuters admits that CLEAR is widely used by
 18 law firms, businesses, and government agencies and receives an average of at least 100,000 queries
 19 a day. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 22.

20 23. Admitted.

21 24. Answering paragraph 24, Thomson Reuters admits that authorized, credentialed
 22 customers can search the CLEAR database to search for a specific individual or entity. Thomson
 23 Reuters admits that it offers Person Search and Risk Inform search types. Except as expressly
 24 admitted, Thomson Reuters denies the allegations in paragraph 24.

25 **CLEAR’s Person Search:**

26 25. Answering paragraph 25, Thomson Reuters admits that Person Search allows
 27 authorized, credentialed customers to search the CLEAR database using information such as an
 28 individual’s name, address, phone number, social security number, date of birth, age range, or

1 driver's license number. Except as expressly admitted, Thomson Reuters denies the allegations in
2 paragraph 25.

3 26. Answering paragraph 26, Thomson Reuters admits that Person Search allows
4 authorized, credentialed customers to search the CLEAR database using information such as an
5 individual's age range. Except as expressly admitted, Thomson Reuters denies the allegations in
6 paragraph 26.

7 27. Answering paragraph 27, Thomson Reuters admits that Person Search allows
8 authorized, credentialed customers to search the CLEAR database. CLEAR is available only to
9 credentialed, authorized customers that certify that they have a permissible purpose under the
10 GLBA. Thomson Reuters legally licenses information about businesses and individuals, including
11 those located in California, from sources that include government agencies, private entities, and
12 third-party aggregators, each of which represents that it has complied with all applicable laws in
13 providing the information to Thomson Reuters. The type of information that is available through
14 CLEAR may differ from business to business and person to person, and may differ even for the
15 same business or person depending on the customer conducting the search, the search conducted,
16 the passage of time, and other factors. Except as expressly admitted, Thomson Reuters denies the
17 allegations in paragraph 27.

18 28. Answering paragraph 28, Thomson Reuters admits that the Person Search results
19 page displays a dashboard with "possible quick analysis flags" which have changed over time.
20 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 28.

21 29. Answering paragraph 29, Thomson Reuters admits that the dashboard previously
22 known as Web Analytics allows the user to view certain information about individuals from
23 publicly available online sources. Thomson Reuters admits that the dashboard has various filtering
24 options which have changed over time. Except as expressly admitted, Thomson Reuters denies the
25 allegations in paragraph 29.

26 30. Answering paragraph 30, Thomson Reuters admits that it offers a dashboard that
27 includes tools and filtering options which have changed over time. Except as expressly admitted,
28 Thomson Reuters denies the allegations in paragraph 30.

31. Answering paragraph 31, Thomson Reuters admits that authorized, credentialed customers may create reports from Person Search results. Thomson Reuters affirmatively alleges that it legally licenses information about businesses and individuals, including those located in California, from sources that include government agencies, private entities, and third-party aggregators, each of which represents that it has complied with all applicable laws in providing the information to Thomson Reuters. The type of information that is available through CLEAR may differ from business to business and person to person, and may differ even for the same business or person depending on the customer conducting the search, the search conducted, the passage of time, and other factors. CLEAR is available only to credentialed, authorized customers that certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related to business transactions, government benefits program integrity, and law enforcement investigations. CLEAR customers include law firms, businesses, and government agencies. Customers are vetted before they may access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 31.

CLEAR's Risk Inform Search:

32. Answering paragraph 32, Thomson Reuters affirmatively alleges that Risk Inform allows authorized, credentialed users to customize their searches to include, filter, or score specific data elements or flags that are relevant to their own assessment of risk and to define an algorithm to generate a custom score specific to their use case or risk model. The content of the website quoted in paragraph 31 speaks for itself and requires no response. Thomson Reuters also affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 32.

1 33. Answering paragraph 33, Thomson Reuters affirmatively alleges that Risk Inform
2 allows authorized, credentialed customers to search the CLEAR database using information such
3 as an individual's date of birth or age range. Thomson Reuters also affirmatively alleges that
4 Plaintiffs have represented that the Risk Inform score does not form the basis for their claims in
5 this case. *See* Dkt. 34, p. 13 n.9 ("Plaintiffs do not challenge the risk inform scores themselves").
6 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 33.

7 34. Answering paragraph 34, Thomson Reuters admits that the same information
8 available through Person Search may also be available through Risk Inform. Thomson Reuters
9 affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the
10 basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 ("Plaintiffs do not challenge the risk inform
11 scores themselves"). Except as expressly admitted, Thomson Reuters denies the allegations in
12 paragraph 34.

13 35. Answering paragraph 35, Thomson Reuters affirmatively alleges that Risk Inform
14 allows authorized, credentialed customers to define an algorithm to generate a custom score specific
15 to their use case or risk model. Thomson Reuters affirmatively alleges that Plaintiffs have
16 represented that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt.
17 34, p. 13 n.9 ("Plaintiffs do not challenge the risk inform scores themselves"). Except as expressly
18 admitted, Thomson Reuters denies the allegations in paragraph 35.

19 36. Answering paragraph 36, Thomson Reuters affirmatively alleges that Risk Inform
20 allows authorized, credentialed customers to customize a report to include, filter, and score specific
21 data elements or flags, some of which track the National Crime Information Center offense
22 classifications, to help users filter out offenses that are more or less relevant to their use case or risk
23 model. Not all offenses are reported by all jurisdictions. For example, California records do not
24 include offenses relating to abortion, and CLEAR does not include Protected Health Information
25 as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Risk
26 Inform allows authorized, credentialed customers to define an algorithm to generate a custom score
27 specific to their use case or risk model. Thomson Reuters also affirmatively alleges that Plaintiffs
28 have represented that the Risk Inform score does not form the basis for their claims in this case.

1 See Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as
2 expressly admitted, Thomson Reuters denies the allegations in paragraph 36.

3 37. Answering paragraph 37, Thomson Reuters affirmatively alleges that Risk Inform
4 allows authorized, credentialed customers to customize a report to include, filter, and score specific
5 data elements or flags that are relevant to their own assessment of risk. One such customizable data
6 element or flag is whether a person is associated with multiple names. Thomson Reuters also
7 affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the
8 basis for their claims in this case. See Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform
9 scores themselves”). Thomson Reuters has insufficient knowledge or information to admit or deny
10 the allegations in paragraph 36 regarding the groups most likely to change their names, and on that
11 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
12 allegations in paragraph 37.

13 38. Answering paragraph 38, Thomson Reuters affirmatively alleges that Risk Inform
14 allows authorized, credentialed customers to click on Risk Inform flags to see additional
15 information, where available. Thomson Reuters affirmatively alleges that Plaintiffs have
16 represented that the Risk Inform score does not form the basis for their claims in this case. See Dkt.
17 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as expressly
18 admitted, Thomson Reuters denies the allegations in paragraph 38.

19 39. Answering paragraph 39, Thomson Reuters affirmatively alleges that Thomson
20 Reuters’ research and investigative software, CLEAR, is available only to credentialed, authorized
21 customers that certify that they have a permissible purpose under the GLBA. Customers use
22 CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of
23 human trafficking and sexual exploitation, regulatory compliance, due diligence related to business
24 transactions, government benefits program integrity, and law enforcement investigations. The type
25 of information that is available through CLEAR may differ from business to business and person
26 to person, and may differ even for the same business or person depending on the customer
27 conducting the search, the search conducted, the passage of time, and other factors. Risk Inform
28 allows authorized, credentialed users to customize their searches to include, filter, or score specific

1 data elements or flags that are relevant to their own assessment of risk. Thomson Reuters admits
 2 that Risk Inform allows authorized, credentialed customers to generate a report that may include
 3 information about an individual and his or her possible relatives, associates, and neighbors.
 4 Thomson Reuters also affirmatively alleges that Plaintiffs have represented that the Risk Inform
 5 score does not form the basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not
 6 challenge the risk inform scores themselves”). Except as expressly admitted, Thomson Reuters
 7 denies the allegations in paragraph 39.

8 ***Thomson Reuters has offered the named plaintiffs’ personal and sensitive information for***
 9 ***sale through CLEAR, without the plaintiffs’ consent***

10 40. Answering paragraph 40, Thomson Reuters affirmatively alleges that it offers
 11 credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR.
 12 Thomson Reuters legally licenses the information about businesses and individuals available in
 13 CLEAR from sources that include government agencies, private entities, and third-party
 14 aggregators, each of which represents that it has complied with all applicable laws in providing the
 15 information to Thomson Reuters. The type of information that is available through CLEAR may
 16 differ from business to business and person to person, and may differ even for the same business
 17 or person depending on the customer conducting the search, the search conducted, the passage of
 18 time, and other factors. CLEAR is available only to credentialed, authorized customers that certify
 19 that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes such
 20 as preventing fraud, preventing money laundering, protecting victims of human trafficking and
 21 sexual exploitation, regulatory compliance, due diligence related to business transactions,
 22 government benefits program integrity, and law enforcement investigations. Thomson Reuters has
 23 insufficient knowledge or information to admit or deny what Plaintiffs agreed to and on that basis
 24 denies these allegations. Paragraph 40 also contains legal conclusions to which no response is
 25 required. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 40.

26 41. Answering paragraph 41, Thomson Reuters affirmatively alleges that CLEAR is
 27 available only to credentialed, authorized customers that certify that they have a permissible
 28 purpose under the GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing

1 money laundering, protecting victims of human trafficking and sexual exploitation, regulatory
 2 compliance, due diligence related to business transactions, government benefits program integrity,
 3 and law enforcement investigations. Thomson Reuters offers credentialed, authorized customers a
 4 variety of subscription plans to pay for their use of CLEAR. Thomson Reuters legally licenses the
 5 information about businesses and individuals available in CLEAR from sources that include
 6 government agencies, private entities, and third-party aggregators, each of which represents that it
 7 has complied with all applicable laws in providing the information to Thomson Reuters. The type
 8 of information that is available through CLEAR may differ from business to business and person
 9 to person, and may differ even for the same business or person depending on the customer
 10 conducting the search, the search conducted, the passage of time, and other factors. Except as
 11 expressly admitted, Thomson Reuters denies the allegations in paragraph 41.

12 **Cat Brooks:**

13 42. Thomson Reuters has insufficient knowledge or information to admit or deny the
 14 allegations in paragraph 42 and on that basis denies these allegations.

15 43. Paragraph 43 contains legal conclusions to which no response is required. Thomson
 16 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
 17 including those located in California, from sources that include government agencies, private
 18 entities, and third-party aggregators, each of which represents that it has complied with all
 19 applicable laws in providing the information to Thomson Reuters. The type of information that is
 20 available through CLEAR may differ from business to business and person to person, and may
 21 differ even for the same business or person depending on the customer conducting the search, the
 22 search conducted, the passage of time, and other factors. Thomson Reuters offers credentialed,
 23 authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as
 24 expressly admitted, Thomson Reuters denies the allegations in paragraph 43.

25 44. Answering paragraph 44, Thomson Reuters admits that certain information about
 26 an individual named Cat Brooks may be accessed through CLEAR. Thomson Reuters affirmatively
 27 alleges that it legally licenses information about businesses and individuals, including those located
 28 in California, from sources that include government agencies, private entities, and third-party

1 aggregators, each of which represents that it has complied with all applicable laws in providing the
2 information to Thomson Reuters. The type of information that is available through CLEAR may
3 differ from business to business and person to person, and may differ even for the same business
4 or person depending on the customer conducting the search, the search conducted, the passage of
5 time, and other factors. Except as expressly admitted, Thomson Reuters denies the allegations in
6 paragraph 44.

7 45. Answering paragraph 45, Thomson Reuters has insufficient knowledge or
8 information to admit or deny whether and for what reasons Ms. Brooks changed her name and on
9 that basis denies these allegations. Thomson Reuters admits that certain information about an
10 individual named Cat Brooks may be accessed through CLEAR. Thomson Reuters affirmatively
11 alleges that it legally licenses information about businesses and individuals, including those located
12 in California, from sources that include government agencies, private entities, and third-party
13 aggregators, each of which represents that it has complied with all applicable laws in providing the
14 information to Thomson Reuters. The type of information that is available through CLEAR may
15 differ from business to business and person to person, and may differ even for the same business
16 or person depending on the customer conducting the search, the search conducted, the passage of
17 time, and other factors. Risk Inform allows authorized, credentialed users to customize their
18 searches to include, filter, or score specific data elements or flags that are relevant to their own
19 assessment of risk. One such customizable data element or flag is whether a person is associated
20 with multiple names. Thomson Reuters also affirmatively alleges that Plaintiffs have represented
21 that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt. 34, p. 13
22 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Thomson Reuters has
23 insufficient knowledge or information to admit or deny the content of the report described in
24 paragraph 45 and on that basis denies these allegations. Except as expressly admitted, Thomson
25 Reuters denies the allegations in paragraph 45.

26 46. Answering paragraph 46, Thomson Reuters affirmatively alleges that it legally
27 licenses information about businesses and individuals, including those located in California, from
28 sources that include government agencies, private entities, and third-party aggregators, each of

1 which represents that it has complied with all applicable laws in providing the information to
2 Thomson Reuters. The type of information that is available through CLEAR may differ from
3 business to business and person to person, and may differ even for the same business or person
4 depending on the customer conducting the search, the search conducted, the passage of time, and
5 other factors. A dashboard previously known as Web Analytics also allows the user to view certain
6 information about individuals from publicly available online sources. CLEAR is available only to
7 credentialed, authorized customers that certify that they have a permissible purpose under the
8 GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money
9 laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance,
10 due diligence related to business transactions, government benefits program integrity, and law
11 enforcement investigations. CLEAR customers include law firms, businesses, and government
12 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
13 purpose(s) under the applicable statute(s) each time they use CLEAR. Except as expressly admitted,
14 Thomson Reuters denies the allegations in paragraph 46.

15 47. The content of the website cited in paragraph 47 speaks for itself and requires no
16 response. To the extent a further response is required, Thomson Reuters denies the allegations in
17 paragraph 47.

18 48. The content of the website described in paragraph 48 speaks for itself and requires
19 no response. To the extent a further response is required, Thomson Reuters denies the allegations
20 in paragraph 48.

21 49. Denied.

22 50. Answering paragraph 50, Thomson Reuters admits that, in order to effectuate
23 requests submitted through the “For CA: Do not sell my information” link on its website, it verified
24 the requester through the submission of a photo and photo ID. Thomson Reuters has insufficient
25 knowledge or information to admit or deny the remaining allegations in paragraph 50 and on that
26 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
27 allegations in paragraph 50.
28

Rasheed Shabazz:

51. Thomson Reuters has insufficient knowledge or information to admit or deny the allegations in paragraph 51 and on that basis denies these allegations.

52. Paragraph 52 contains legal conclusions to which no response is required. Thomson Reuters affirmatively alleges that it legally licenses information about businesses and individuals, including those located in California, from sources that include government agencies, private entities, and third-party aggregators, each of which represents that it has complied with all applicable laws in providing the information to Thomson Reuters. The type of information that is available through CLEAR may differ from business to business and person to person, and may differ even for the same business or person depending on the customer conducting the search, the search conducted, the passage of time, and other factors. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 52.

53. Thomson Reuters has insufficient knowledge or information to admit or deny the allegations in paragraph 53 and on that basis denies these allegations. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 53.

54. Answering paragraph 54, Thomson Reuters admits that certain information about an individual named Rasheed Shabazz may be accessed through CLEAR. Thomson Reuters affirmatively alleges that it legally licenses information about businesses and individuals, including those located in California, from sources that include government agencies, private entities, and third-party aggregators, each of which represents that it has complied with all applicable laws in providing the information to Thomson Reuters. The type of information that is available through CLEAR may differ from business to business and person to person, and may differ even for the same business or person depending on the customer conducting the search, the search conducted, the passage of time, and other factors. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 54.

55. Answering paragraph 55, Thomson Reuters has insufficient knowledge or information to admit or deny whether and for what reasons Mr. Shabazz changed his name or

1 whether information about Mr. Shabazz is accurate and on that basis denies these allegations.
2 Thomson Reuters admits that certain information about an individual named Rasheed Shabazz may
3 be accessed through CLEAR. Thomson Reuters affirmatively alleges that it legally licenses
4 information about businesses and individuals, including those located in California, from sources
5 that include government agencies, private entities, and third-party aggregators, each of which
6 represents that it has complied with all applicable laws in providing the information to Thomson
7 Reuters. The type of information that is available through CLEAR may differ from business to
8 business and person to person, and may differ even for the same business or person depending on
9 the customer conducting the search, the search conducted, the passage of time, and other factors.
10 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 55.

11 56. Answering paragraph 56, Thomson Reuters affirmatively alleges that Risk Inform
12 allows authorized, credentialed users to customize their searches to include, filter, or score specific
13 data elements or flags that are relevant to their own assessment of risk. One such customizable data
14 element or flag is whether a person is associated with multiple names. Thomson Reuters also
15 affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the
16 basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform
17 scores themselves”). Thomson Reuters has insufficient knowledge or information to admit or deny
18 the content of the report described in paragraph 55 and on that basis denies these allegations. Except
19 as expressly admitted, Thomson Reuters denies the allegations in paragraph 56.

20 57. Answering paragraph 57, Thomson Reuters affirmatively alleges that it legally
21 licenses information about businesses and individuals, including those located in California, from
22 sources that include government agencies, private entities, and third-party aggregators, each of
23 which represents that it has complied with all applicable laws in providing the information to
24 Thomson Reuters. The type of information that is available through CLEAR may differ from
25 business to business and person to person, and may differ even for the same business or person
26 depending on the customer conducting the search, the search conducted, the passage of time, and
27 other factors. A dashboard previously known as Web Analytics allows the user to view certain
28 information about individuals from publicly available online sources. CLEAR is available only to

1 credentialed, authorized customers that certify that they have a permissible purpose under the
 2 GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money
 3 laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance,
 4 due diligence related to business transactions, government benefits program integrity, and law
 5 enforcement investigations. CLEAR customers include law firms, businesses, and government
 6 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
 7 purpose(s) under the applicable statute(s) each time they use CLEAR. Except as expressly admitted,
 8 Thomson Reuters denies the allegations in paragraph 57.

9 58. Answering paragraph 58, Thomson Reuters admits that, in order to effectuate
 10 requests submitted through the “For CA: Do not sell my information” link on its website, it verified
 11 the requester through the submission of a photo and photo ID. Thomson Reuters has insufficient
 12 knowledge or information to admit or deny the remaining allegations in paragraph 58 and on that
 13 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
 14 allegations in paragraph 58.

15 ***Thomson Reuters makes substantial profits from its sale of personal data and identifying***
 16 ***information through CLEAR***

17 59. Answering paragraph 59, Thomson Reuters affirmatively alleges that its research
 18 and investigative software, CLEAR, is available only to credentialed, authorized customers that
 19 certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes
 20 such as preventing fraud, preventing money laundering, protecting victims of human trafficking
 21 and sexual exploitation, regulatory compliance, due diligence related to business transactions,
 22 government benefits program integrity, and law enforcement investigations. CLEAR customers
 23 include law firms, businesses, and government agencies. Customers are vetted before they may
 24 access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each
 25 time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in
 26 paragraph 59.

27 60. Answering paragraph 60, Thomson Reuters affirmatively alleges that it legally
 28 licenses information about businesses and individuals, including those located in California, from

1 sources that include government agencies, private entities, and third-party aggregators, each of
2 which represents that it has complied with all applicable laws in providing the information to
3 Thomson Reuters. The type of information that is available through CLEAR may differ from
4 business to business and person to person, and may differ even for the same business or person
5 depending on the customer conducting the search, the search conducted, the passage of time, and
6 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
7 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
8 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
9 exploitation, regulatory compliance, due diligence related to business transactions, government
10 benefits program integrity, and law enforcement investigations. CLEAR customers include law
11 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
12 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
13 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
14 to pay for their use of CLEAR. Thomson Reuters admits that it stores certain data in Strategic Data
15 Centers and that it provides customers with access to data housed by its licensors through an
16 Application Programming Interface or similar technology. Except as expressly admitted, Thomson
17 Reuters denies the allegations in paragraph 60.

18 61. Paragraph 61 contains legal conclusions to which no response is required. Thomson
19 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
20 including those located in California, from sources that include government agencies, private
21 entities, and third-party aggregators, each of which represents that it has complied with all
22 applicable laws in providing the information to Thomson Reuters. The type of information that is
23 available through CLEAR may differ from business to business and person to person, and may
24 differ even for the same business or person depending on the customer conducting the search, the
25 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
26 authorized customers that certify that they have a permissible purpose under the GLBA. Customers
27 use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting
28 victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related

1 to business transactions, government benefits program integrity, and law enforcement
2 investigations. CLEAR customers include law firms, businesses, and government agencies.
3 Customers are vetted before they may access CLEAR and must certify their permissible purpose(s)
4 under the applicable statute(s) each time they use CLEAR. Thomson Reuters offers credentialed,
5 authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as
6 expressly admitted, Thomson Reuters denies the allegations in paragraph 61.

7 62. Answering paragraph 62, Thomson Reuters affirmatively alleges that it offers
8 credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR.
9 Thomson Reuters admits that the minimum contract term for certain authorized, credentialed
10 customers is twelve months. The content of the website quoted in paragraph 62 speaks for itself
11 and requires no response. Except as expressly admitted, Thomson Reuters denies the allegations in
12 paragraph 62.

13 63. Answering paragraph 63, Thomson Reuters affirmatively alleges that its research
14 and investigative software, CLEAR, is available only to credentialed, authorized customers that
15 certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes
16 such as preventing fraud, preventing money laundering, protecting victims of human trafficking
17 and sexual exploitation, regulatory compliance, due diligence related to business transactions,
18 government benefits program integrity, and law enforcement investigations. CLEAR customers
19 include law firms, businesses, and government agencies. Customers are vetted before they may
20 access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each
21 time they use CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of
22 subscription plans to pay for their use of CLEAR. Thomson Reuters also affirmatively alleges that
23 Plaintiffs have represented that the Risk Inform score does not form the basis for their claims in
24 this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”).
25 The content of the website quoted in paragraph 63 speaks for itself and requires no response. Except
26 as expressly admitted, Thomson Reuters denies the allegations in paragraph 63.

27 64. Answering paragraph 64, Thomson Reuters affirmatively alleges that CLEAR
28 customers include law firms, businesses, and government agencies. Customers are vetted before

1 they may access CLEAR and must certify their permissible purpose(s) under the applicable
 2 statute(s) each time they use CLEAR. Thomson Reuters has insufficient knowledge or information
 3 to admit or deny the content or import of “Government records,” and on that basis denies these
 4 allegations. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 64.

5 ***Thomson Reuters is aware of the privacy concerns posed by its appropriation and sale of***
 6 ***individuals’ personal data without their consent***

7 65. Answering paragraph 65, Thomson Reuters affirmatively alleges that it takes
 8 seriously the legality and legitimacy with which its investigative solutions are used, including with
 9 respect to individual privacy rights. Thomson Reuters legally licenses information about businesses
 10 and individuals, including those located in California, from sources that include government
 11 agencies, private entities, and third-party aggregators, each of which represents that it has complied
 12 with all applicable laws in providing the information to Thomson Reuters. The type of information
 13 that is available through CLEAR may differ from business to business and person to person, and
 14 may differ even for the same business or person depending on the customer conducting the search,
 15 the search conducted, the passage of time, and other factors. CLEAR is available only to
 16 credentialed, authorized customers that certify that they have a permissible purpose under the
 17 GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money
 18 laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance,
 19 due diligence related to business transactions, government benefits program integrity, and law
 20 enforcement investigations. CLEAR customers include law firms, businesses, and government
 21 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
 22 purpose(s) under the applicable statute(s) each time they use CLEAR. Except as expressly admitted,
 23 Thomson Reuters denies the allegations in paragraph 65.

24 66. Answering paragraph 66, the content of the website quoted in paragraph 65 speaks
 25 for itself and requires no response. Thomson Reuters affirmatively alleges that it legally licenses
 26 information about businesses and individuals, including those located in California, from sources
 27 that include government agencies, private entities, and third-party aggregators, each of which
 28 represents that it has complied with all applicable laws in providing the information to Thomson

1 Reuters. The type of information that is available through CLEAR may differ from business to
2 business and person to person, and may differ even for the same business or person depending on
3 the customer conducting the search, the search conducted, the passage of time, and other factors.
4 CLEAR is available only to credentialed, authorized customers that certify that they have a
5 permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing
6 fraud, preventing money laundering, protecting victims of human trafficking and sexual
7 exploitation, regulatory compliance, due diligence related to business transactions, government
8 benefits program integrity, and law enforcement investigations. CLEAR customers include law
9 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
10 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
11 CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 66.

12 67. Answering paragraph 67, the content of the website quoted in paragraph 66 speaks
13 for itself and requires no response. Thomson Reuters affirmatively alleges that it legally licenses
14 information about businesses and individuals, including those located in California, from sources
15 that include government agencies, private entities, and third-party aggregators, each of which
16 represents that it has complied with all applicable laws in providing the information to Thomson
17 Reuters. The type of information that is available through CLEAR may differ from business to
18 business and person to person, and may differ even for the same business or person depending on
19 the customer conducting the search, the search conducted, the passage of time, and other factors.
20 CLEAR is available only to credentialed, authorized customers that certify that they have a
21 permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing
22 fraud, preventing money laundering, protecting victims of human trafficking and sexual
23 exploitation, regulatory compliance, due diligence related to business transactions, government
24 benefits program integrity, and law enforcement investigations. CLEAR customers include law
25 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
26 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
27 CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 67.
28

1 68. Paragraph 68 contains legal conclusions to which no response is required. The
2 content of the article referenced in paragraph 68 speaks for itself and requires no response.
3 Thomson Reuters affirmatively alleges that it legally licenses information about businesses and
4 individuals, including those located in California, from sources that include government agencies,
5 private entities, and third-party aggregators, each of which represents that it has complied with all
6 applicable laws in providing the information to Thomson Reuters. The type of information that is
7 available through CLEAR may differ from business to business and person to person, and may
8 differ even for the same business or person depending on the customer conducting the search, the
9 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
10 authorized customers that certify that they have a permissible purpose under the GLBA. Customers
11 use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting
12 victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related
13 to business transactions, government benefits program integrity, and law enforcement
14 investigations. CLEAR customers include law firms, businesses, and government agencies.
15 Customers are vetted before they may access CLEAR and must certify their permissible purpose(s)
16 under the applicable statute(s) each time they use CLEAR. Except as expressly admitted, Thomson
17 Reuters denies the allegations in paragraph 68.

18 69. Denied.

19 70. Thomson Reuters has insufficient knowledge or information to admit or deny the
20 allegations in paragraph 70 and on that basis denies these allegations. Thomson Reuters
21 affirmatively alleges that it legally licenses information about businesses and individuals, including
22 those located in California, from sources that include government agencies, private entities, and
23 third-party aggregators, each of which represents that it has complied with all applicable laws in
24 providing the information to Thomson Reuters. The type of information that is available through
25 CLEAR may differ from business to business and person to person, and may differ even for the
26 same business or person depending on the customer conducting the search, the search conducted,
27 the passage of time, and other factors. CLEAR is available only to credentialed, authorized
28 customers that certify that they have a permissible purpose under the GLBA. Customers use

1 CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of
 2 human trafficking and sexual exploitation, regulatory compliance, due diligence related to business
 3 transactions, government benefits program integrity, and law enforcement investigations. CLEAR
 4 customers include law firms, businesses, and government agencies. Customers are vetted before
 5 they may access CLEAR and must certify their permissible purpose(s) under the applicable
 6 statute(s) each time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the
 7 allegations in paragraph 70.

8 **CLASS ACTION ALLEGATIONS**

9 71. Answering paragraph 71, Thomson Reuters repeats and incorporates by reference
 10 its responses to each preceding paragraph as if fully stated herein.

11 72. Answering paragraph 72, Thomson Reuters admits that Plaintiffs seek to bring this
 12 action individually and on behalf of a statewide class of all other similarly situated individuals, as
 13 defined in paragraph 72. Thomson Reuters denies that any putative class is amenable to class
 14 certification or that Plaintiffs can satisfy the requirements of Federal Rules of Civil Procedure 23.
 15 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 72.

16 73. Answering paragraph 73, Thomson Reuters admits that Plaintiffs attempt to bring
 17 this action individually and on behalf of a statewide class of all other similarly situated individuals,
 18 as defined in paragraph 72, and that Plaintiffs purport to exclude from this class the individuals
 19 listed in paragraph 73. Thomson Reuters denies that any putative class is amenable to class
 20 certification or that Plaintiffs can satisfy the requirements of Federal Rules of Civil Procedure 23.
 21 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 73.

22 74. Paragraph 74 contains legal conclusions to which no response is required. To the
 23 extent a further response is required, Thomson Reuters denies the allegations in paragraph 74.

24 75. Paragraph 75 contains legal conclusions to which no response is required. To the
 25 extent a further response is required, Thomson Reuters denies the allegations in paragraph 75.

26 76. Answering paragraph 76, Thomson Reuters has insufficient knowledge or
 27 information to admit or deny the allegations regarding Plaintiffs' knowledge and on that basis
 28 denies these allegations. Paragraph 76 contains legal conclusions to which no response is required.

1 To the extent a further response is required, Thomson Reuters denies the allegations in paragraph
2 76.

3 77. Paragraph 77 contains legal conclusions to which no response is required. To the
4 extent a further response is required, Thomson Reuters denies the allegations in paragraph 77.

5 78. Paragraph 78 contains legal conclusions to which no response is required. To the
6 extent a further response is required, Thomson Reuters denies the allegations in paragraph 78.

7 79. Thomson Reuters has insufficient knowledge or information to admit or deny the
8 allegations in paragraph 79 and on that basis denies these allegations. Paragraph 79 also contains
9 legal conclusions to which no response is required. To the extent a further response is required,
10 Thomson Reuters denies the allegations in paragraph 79.

11 80. Paragraph 80 contains legal conclusions to which no response is required. To the
12 extent a further response is required, Thomson Reuters denies the allegations in paragraph 80.

13 81. Paragraph 81 contains legal conclusions to which no response is required. To the
14 extent a further response is required, Thomson Reuters denies the allegations in paragraph 81.

15 82. Paragraph 82 contains legal conclusions to which no response is required. To the
16 extent a further response is required, Thomson Reuters denies the allegations in paragraph 82 and
17 specifically denies that Plaintiffs or other putative class members are entitled to any injunctive
18 relief, declaratory relief, or any other relief whatsoever.

19 83. Paragraph 83 contains legal conclusions to which no response is required. To the
20 extent a further response is required, Thomson Reuters denies the allegations in paragraph 83.

21 **CLAIMS FOR RELIEF**

22 **FIRST CAUSE OF ACTION**

23 **Unjust Enrichment**

24 84. Answering paragraph 84, Thomson Reuters repeats and incorporates by reference
25 its responses to each preceding paragraph as if fully stated herein. To the extent a further response
26 is required, Thomson Reuters denies the allegations in paragraph 84.

27 85. Paragraph 85 contains legal conclusions to which no response is required. To the
28 extent a further response is required, Thomson Reuters affirmatively alleges that it legally licenses

1 information about businesses and individuals, including those located in California, from sources
 2 that include government agencies, private entities, and third-party aggregators, each of which
 3 represents that it has complied with all applicable laws in providing the information to Thomson
 4 Reuters. The type of information that is available through CLEAR may differ from business to
 5 business and person to person, and may differ even for the same business or person depending on
 6 the customer conducting the search, the search conducted, the passage of time, and other factors.
 7 CLEAR is available only to credentialed, authorized customers that certify that they have a
 8 permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing
 9 fraud, preventing money laundering, protecting victims of human trafficking and sexual
 10 exploitation, regulatory compliance, due diligence related to business transactions, government
 11 benefits program integrity, and law enforcement investigations. CLEAR customers include law
 12 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
 13 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
 14 CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 85.

15 86. Paragraph 86 contains legal conclusions to which no response is required. To the
 16 extent a further response is required, Thomson Reuters denies the allegations in paragraph 86.

17 87. Paragraph 87 contains legal conclusions to which no response is required. To the
 18 extent a further response is required, Thomson Reuters denies the allegations in paragraph 87.

19 88. Paragraph 88 contains legal conclusions to which no response is required. To the
 20 extent a further response is required, Thomson Reuters denies the allegations in paragraph 88.

21 89. Paragraph 89 contains legal conclusions to which no response is required. To the
 22 extent a further response is required, Thomson Reuters denies the allegations in paragraph 89.

23 **SECOND CAUSE OF ACTION**

24 **Unfair Competition Law, Cal. Bus. & Prof. § 17200, Injunctive Relief**

25 90. Answering paragraph 90, Thomson Reuters repeats and incorporates by reference
 26 its responses to paragraphs 1-89, above as if fully stated herein. To the extent a further response is
 27 required, Thomson Reuters denies the allegations in paragraph 90.

1 91. Paragraph 91 contains legal conclusions to which no response is required. To the
2 extent a further response is required, Thomson Reuters denies the allegations in paragraph 91.

3 92. Paragraph 92 contains legal conclusions to which no response is required. To the
4 extent a further response is required, Thomson Reuters denies the allegations in paragraph 92.

5 93. Paragraph 93 contains legal conclusions to which no response is required. To the
6 extent a further response is required, Thomson Reuters denies the allegations in paragraph 93.

7 94. Paragraph 94 contains legal conclusions to which no response is required. To the
8 extent a further response is required, Thomson Reuters denies the allegations in paragraph 94.

9 95. Paragraph 95 contains legal conclusions to which no response is required. To the
10 extent a further response is required, Thomson Reuters denies the allegations in paragraph 95.

11 96. Paragraph 96 contains legal conclusions to which no response is required. To the
12 extent a further response is required, Thomson Reuters denies the allegations in paragraph 96.

13 97. Paragraph 97 contains legal conclusions to which no response is required. To the
14 extent a further response is required, Thomson Reuters denies the allegations in paragraph 97.

15 98. Paragraph 98 contains legal conclusions to which no response is required. To the
16 extent a further response is required, Thomson Reuters denies the allegations in paragraph 98.

17 99. Paragraph 99 contains legal conclusions to which no response is required. To the
18 extent a further response is required, Thomson Reuters denies the allegations in paragraph 99.

19 100. Paragraph 100 contains legal conclusions to which no response is required. To the
20 extent a further response is required, Thomson Reuters denies the allegations in paragraph 100.

21 101. Paragraph 101 contains legal conclusions to which no response is required. To the
22 extent a further response is required, Thomson Reuters denies the allegations in paragraph 101.

23 102. Paragraph 102 contains legal conclusions to which no response is required. To the
24 extent a further response is required, Thomson Reuters legally licenses information about
25 businesses and individuals, including those located in California, from sources that include
26 government agencies, private entities, and third-party aggregators, each of which represents that it
27 has complied with all applicable laws in providing the information to Thomson Reuters. The type
28 of information that is available through CLEAR may differ from business to business and person

1 to person, and may differ even for the same business or person depending on the customer
 2 conducting the search, the search conducted, the passage of time, and other factors. Except as
 3 expressly admitted, Thomson Reuters denies the allegations in paragraph 102.

4 103. Answering paragraph 103, Thomson Reuters admits that Plaintiffs bring their
 5 Second Cause of Action in a representative capacity but denies that they are entitled to any relief.
 6 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 103.

7 **PRAYER FOR RELIEF**

8 Answering paragraphs a-g of the Prayer for Relief, and to the extent a response is required,
 9 Thomson Reuters denies that Plaintiffs are entitled to any of the relief sought in law, equity, or
 10 otherwise, whether individually or on behalf of any allegedly similarly situated individuals. Further,
 11 Thomson Reuters denies that class certification is proper and denies that Plaintiffs or the putative
 12 class they seek to represent are entitled to any relief whatsoever.

13 **JURY DEMAND**

14 Thomson Reuters demands a jury trial of all matters so triable.

15 **DEFENDANT'S GENERAL DENIAL**

16 To the extent any allegation has not been expressly admitted, explained, qualified, or
 17 denied, Thomson Reuters denies the remaining allegations in the First Amended Complaint.

18 **DEFENDANT'S SEPARATE DEFENSES**

19 Without admitting any of the allegations contained in the First Amended Complaint and
 20 without admitting or acknowledging that Thomson Reuters bears any burden of proof as to any of
 21 them, Thomson Reuters asserts the defenses listed below. Thomson Reuters reserves the right to
 22 assert any and all additional defenses of which it may become aware during the course of this case.

23 **First Affirmative Defense**

24 **(Failure to State a Claim)**

25 Plaintiffs' First Amended Complaint, as a whole and with respect to each purported claim
 26 and cause of action alleged therein, fails to state facts sufficient to state a claim upon which relief
 27 can be granted.

Second Affirmative Defense

(First Amendment to the United States Constitution)

Plaintiffs’ claims are barred in whole or in part by the First Amendment to the United States Constitution. The First Amendment protects the collection and dissemination of information and other “upstream” activities that make expression possible. *See, e.g., Sorrell v. IMS Health Inc.*, 564 U.S. 552, 570 (2011). It also protects opinions. *Partington v. Bugliosi*, 56 F.3d 1147, 1152 (9th Cir. 1995). Through CLEAR, Thomson Reuters collects and disseminates information about businesses and individuals to authorized, credentialed customers. Through Risk Inform, authorized, credentialed users can customize their searches to include, filter, or score specific data elements or flags that are relevant to their own assessment of risk and can define an algorithm to generate a custom score specific to their use case or risk model. Customers use CLEAR and Risk Inform for various purposes such as preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related to business transactions, government benefits program integrity, and law enforcement investigations. The information and opinions expressed through CLEAR and Risk Inform facilitate expression and the exchange of information in connection with each of these and other non-enumerated purposes for which CLEAR and Risk Inform are used.

A requirement that Thomson Reuters obtain Plaintiffs’ and putative class members’ consent prior to offering paid subscriptions for access through CLEAR to information pertaining to Plaintiffs and putative class members is a content-based restriction on speech subject to strict scrutiny. Such a requirement explicitly places restrictions on the expression and dissemination of some categories of information, *i.e.* information pertaining to individuals in California who have not consented, but not others, *i.e.* information pertaining to individuals outside California and individuals in California who have consented. Such a requirement is also a speaker-based restriction on speech subject to strict scrutiny because it burdens Thomson Reuters’ expression and dissemination of large swaths of information but exempts all other individuals and organizations, such as newspapers, researchers, private investigators, and ordinary individuals from similar restrictions.

1 The relief Plaintiffs seek fails strict scrutiny because it is not narrowly tailored to serve a
 2 compelling government interest. It also fails intermediate scrutiny because it burdens the collection
 3 and dissemination of information and the expression of opinion without a sufficiently important
 4 governmental interest. Any injunction would constitute an impermissible prior restraint on speech.

5 Relatedly, although the claim has been dismissed, to the extent Plaintiffs' UCL unlawful
 6 claim is based on California Civil Code section 3344(a), it is barred by the newsworthiness
 7 exception of California Civil Code section 3344(d) because that exception incorporates First
 8 Amendment protections.

9 **Third Affirmative Defense**

10 **(Communications Decency Act, 47 U.S.C. § 230)**

11 Plaintiffs' claims are barred in whole or in part by Section 230 of the Communications
 12 Decency Act. Thomson Reuters is an interactive computer service provider because it provides or
 13 enables computer access by multiple users to a computer server through its CLEAR platform and
 14 allows users through CLEAR to filter, digest, and search content. Through CLEAR, Thomson
 15 Reuters publishes third-party content, including from the Internet, third-party data providers, and
 16 law enforcement agencies. Plaintiffs' action seeks to render Thomson Reuters liable for publishing
 17 this third-party content. Accordingly, Thomson Reuters is an interactive computer service that is
 18 immune from liability for publishing content provided by another information content provider
 19 under the Communication Decency Act.

20 **Fourth Affirmative Defense**

21 **(No Causation)**

22 The First Amended Complaint and each purported cause of action alleged therein are barred
 23 to the extent that the conduct of Thomson Reuters upon which Plaintiffs base their claims was not
 24 the actual or proximate cause of any loss, damage, or injury suffered by Plaintiffs and/or members
 25 of the asserted putative class.
 26
 27
 28

Fifth Affirmative Defense

(Dormant Commerce Clause)

Plaintiffs' claims are barred in whole or in part by the dormant Commerce Clause of the United States Constitution. For example, Thomson Reuters Corporation is a multinational company headquartered in Canada and West Publishing Corporation is headquartered in Minnesota. Many of Thomson Reuters' customers are located outside of California. A California law that prohibits Thomson Reuters from providing credentialed, authorized customers access to factual information about Californians would unconstitutionally burden interstate commerce and have the practical effect of impermissibly regulating conduct occurring wholly outside of California.

Sixth Affirmative Defense

(Good Faith)

Plaintiffs' claims are barred in whole or in part by Thomson Reuters' good faith and reasonable interpretation of California law. Any alleged violation was neither negligent, intentional, nor reckless.

Seventh Affirmative Defense

(Unjust Enrichment)

Plaintiffs' claims are barred in whole or in part because Plaintiffs would be unjustly enriched if allowed to recover any portion of the damages, restitution, disgorgement, costs, or fees sought in the First Amended Complaint.

Eighth Affirmative Defense

(Failure to Mitigate)

Plaintiffs' claims are barred in whole or in part by Plaintiffs' failure to mitigate their alleged damages.

Ninth Affirmative Defense

(No Injunctive or Equitable Relief)

Plaintiffs and the proposed putative class are not entitled to injunctive or equitable relief, including because adequate legal remedies are available and because they have not suffered irreparable harm or injury.

Tenth Affirmative Defense

(Estoppel and Waiver)

Plaintiffs' claims are barred in whole or in part by the doctrines of estoppel and/or waiver.

Eleventh Affirmative Defense

(No Restitution)

Plaintiffs' claims are barred in whole or in part because they seek restitutionary remedies from a party to whom they made no payment.

Twelfth Affirmative Defense

(Consent)

Upon information and belief, Plaintiffs' claims are barred in whole or in part because Plaintiffs consented to the dissemination of some or all of the information that forms the basis for their claims, including by sharing that information through public or third-party sources.

Thirteenth Affirmative Defense

(Acquiescence)

Plaintiffs' claims are barred by the doctrine of acquiescence.

Fourteenth Affirmative Defense

(Statutes of Limitation)

Plaintiffs' claims are barred by the applicable statutes of limitations.

Fifteenth Affirmative Defense

(Laches)

Plaintiffs' claims are barred in whole or in part by the doctrines of laches to the extent Plaintiffs unreasonably delayed seeking to vindicate their purported rights.

Sixteenth Affirmative Defense

(Terms of the CCPA)

Plaintiffs' claims are barred in whole or in part under the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, *et seq.*, which does not permit private litigants to base a claim on an alleged violation of the CCPA, and which authorizes the opt-out consent model that forms the basis for Plaintiffs' claims.

Seventeenth Affirmative Defense

(No Class Action)

Plaintiffs' action cannot be maintained as a class action because the requirements of Federal Rules of Civil Procedure 23 have not been and cannot be satisfied.

Eighteenth Affirmative Defense

(Due Process)

Plaintiffs' claims are barred in whole or in part by the Due Process Clause of the United States Constitution because the disparity between the injury and damage actually suffered by Plaintiffs and the putative class members, on one hand, and the relief that they seek, on the other hand, is so grossly excessive and disproportionate as to constitute a violation of Thomson Reuters' due process rights.

Nineteenth Affirmative Defense

(Article III Standing)

Plaintiffs' claims may be barred in whole or in part under Article III of the United States Constitution. The First Amended Complaint alleges that Plaintiffs lost money or property as the result of the alleged actions of Thomson Reuters. If this proves not to be the case, then Plaintiffs have not suffered an injury-in-fact sufficient to confer Article III standing.

Thomson Reuters reserves the right to assert additional affirmative defenses upon further investigation into the facts and allegations in the First Amended Complaint.

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