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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

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

17 Plaintiffs,

18 v.

19 THOMSON REUTERS
20 CORPORATION,

21 Defendant.

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

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

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

4 **PRELIMINARY STATEMENT**

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

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

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

20 **ANSWER**

21 **CLASS ACTION COMPLAINT**

22 1. Answering paragraph 1, Thomson Reuters Corporation affirmatively alleges that it
23 legally licenses information about businesses and individuals, including those located in California,
24 from sources that include government agencies, private entities, and third-party aggregators, each
25 of 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 Gramm-Leach-Bliley Act, 5 U.S.C. § 6801 *et seq.* (“GLBA”).
3 Customers use CLEAR for purposes such as preventing fraud, preventing money laundering,
4 protecting victims of human trafficking and sexual exploitation, regulatory compliance, due
5 diligence related to business transactions, government benefits program integrity, and law
6 enforcement investigations. CLEAR customers include law firms, businesses, and government
7 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
8 purpose(s) under the applicable statute(s) each time they use CLEAR. Thomson Reuters
9 Corporation offers credentialed, authorized customers a variety of subscription plans to pay for
10 their use of CLEAR. Thomson Reuters Corporation has insufficient knowledge or information to
11 admit or deny how it is “best known” and which of its practices are “lesser known” or unknown,
12 and on that basis denies the allegations. Except as expressly admitted, Thomson Reuters
13 Corporation denies the allegations in paragraph 1.

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

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

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

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 70 of the 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 West Publishing Corporation,
12 a subsidiary of Thomson Reuters Corporation, is licensed to do business in California and that it
13 regularly conducts business in California. Thomson Reuters affirmatively alleges that it legally
14 licenses information about businesses and individuals, including those located in California, from
15 sources, including California sources, that include government agencies, private entities, and third-
16 party aggregators, each of which represents that it has complied with all applicable laws in
17 providing the information to Thomson Reuters. The remaining allegations in paragraph 9 are legal
18 conclusions to which no response is required. Except as expressly admitted, Thomson Reuters
19 denies the allegations in paragraph 9.

20 10. Answering paragraph 10, Thomson Reuters admits that it does not reside in
21 California. Thomson Reuters has insufficient knowledge to admit or deny the county of residence
22 of Plaintiffs and on that basis denies the allegation. The remaining allegations in paragraph 10 are
23 legal conclusions to which no response is required.

24 FACTUAL ALLEGATIONS

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

27 11. Answering paragraph 11, 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. The website quoted in paragraph 11 speaks for itself and requires
15 no response. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph
16 11.

17 12. Answering paragraph 12, Thomson Reuters affirmatively alleges that it legally
18 licenses information about businesses and individuals, including those located in California, from
19 sources that include government agencies, private entities, and third-party aggregators, each of
20 which represents that it has complied with all applicable laws in providing the information to
21 Thomson Reuters. The type of information that is available through CLEAR may differ from
22 business to business and person to person, and may differ even for the same business or person
23 depending on the customer conducting the search, the search conducted, the passage of time, and
24 other factors. Thomson Reuters offers credentialed, authorized customers a variety of subscription
25 plans to pay for their use of CLEAR. Thomson Reuters has insufficient knowledge or information
26 to admit or deny the allegations in the second sentence of paragraph 12 and on that basis denies
27 these allegations. The remaining allegations in paragraph 12 are legal conclusions to which no
28

1 response is required. To the extent a further response is required, Thomson Reuters denies the
2 allegations in paragraph 12.

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

10 14. Paragraph 14 contains legal conclusions to which no response is required. Thomson
11 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
12 including those located in California, from sources that include government agencies, private
13 entities, and third-party aggregators, each of which represents that it has complied with all
14 applicable laws in providing the information to Thomson Reuters. The type of information that is
15 available through CLEAR may differ from business to business and person to person, and may
16 differ even for the same business or person depending on the customer conducting the search, the
17 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
18 authorized customers that certify that they have a permissible purpose under the GLBA. CLEAR
19 customers include law firms, businesses, and government agencies. Customers are vetted before
20 they may access CLEAR and must certify their permissible purpose(s) under the applicable
21 statute(s) each time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the
22 allegations in paragraph 14.

23 15. Answering paragraph 15, Thomson Reuters affirmatively alleges that it legally
24 licenses information about businesses and individuals, including those located in California, from
25 sources that include government agencies, private entities, and third-party aggregators, each of
26 which represents that it has complied with all applicable laws in providing the information to
27 Thomson Reuters. The type of information that is available through CLEAR may differ from
28 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 GLBA. Customers use CLEAR for purposes such as
4 preventing fraud, preventing money laundering, protecting victims of human trafficking and sexual
5 exploitation, regulatory compliance, due diligence related to business transactions, government
6 benefits program integrity, and law enforcement investigations. The content of the website
7 described in paragraph 15 speaks for itself and requires no response. Except as expressly admitted,
8 Thomson Reuters denies the allegations in paragraph 15.

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

25 17. Answering paragraph 17, Thomson Reuters affirmatively alleges that it legally
26 licenses information about businesses and individuals, including those located in California, from
27 sources that include government agencies, private entities, and third-party aggregators, each of
28 which represents that it has complied with all applicable laws in providing the information to

1 Thomson Reuters. The type of information that is available through CLEAR may differ from
2 business to business and person to person, and may differ even for the same business or person
3 depending on the customer conducting the search, the search conducted, the passage of time, and
4 other factors. CLEAR is available only to credentialed, authorized customers that certify that they
5 have a permissible purpose under the GLBA. Customers use CLEAR for purposes such as
6 preventing 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. Customers are vetted before they
9 may access CLEAR and must certify their permissible purpose(s) under the applicable statute(s)
10 each time they use CLEAR. The content of the article quoted in paragraph 17 speaks for itself and
11 requires no further response. Except as expressly admitted, Thomson Reuters denies the allegations
12 in paragraph 17.

13 18. Answering paragraph 18, Thomson Reuters states that the content of the websites
14 quoted in paragraph 18 speaks for itself and requires no response. To the extent a further response
15 is required, Thomson Reuters denies the allegations in paragraph 18.

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

1 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
2 CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of subscription plans
3 to pay for their use of CLEAR, including plans described as “comprehensive.” The content of the
4 website quoted in paragraph 19 speaks for itself and requires no response. Except as expressly
5 admitted, Thomson Reuters denies the allegations in paragraph 19.

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

8 20. The content of the advertising quoted in paragraph 20 speaks for itself and requires
9 no response. To the extent a further response is required, Thomson Reuters denies the allegations
10 in paragraph 20.

11 21. Answering paragraph 21, Thomson Reuters admits that CLEAR is widely used by
12 law firms, businesses, and government agencies and receives an average of at least 100,000 queries
13 a day. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 21.

14 22. Admitted.

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

19 **CLEAR’s Person Search:**

20 24. Answering paragraph 24, Thomson Reuters admits that Person Search allows
21 authorized, credentialed customers to search the CLEAR database using information such as an
22 individual’s name, address, phone number, social security number, date of birth, age range, or
23 driver’s license number. Except as expressly admitted, Thomson Reuters denies the allegations in
24 paragraph 24.

25 25. Answering paragraph 25, Thomson Reuters admits that Person Search allows
26 authorized, credentialed customers to search the CLEAR database using information such as an
27 individual’s age range. Except as expressly admitted, Thomson Reuters denies the allegations in
28 paragraph 25.

1 26. Answering paragraph 26, Thomson Reuters admits that Person Search allows
2 authorized, credentialed customers to search the CLEAR database. CLEAR is available only to
3 credentialed, authorized customers that certify that they have a permissible purpose under the
4 GLBA. Thomson Reuters legally licenses information about businesses and individuals, including
5 those located in California, from sources that include government agencies, private entities, and
6 third-party aggregators, each of which represents that it has complied with all applicable laws in
7 providing the information to Thomson Reuters. The type of information that is available through
8 CLEAR may differ from business to business and person to person, and may differ even for the
9 same business or person depending on the customer conducting the search, the search conducted,
10 the passage of time, and other factors. Except as expressly admitted, Thomson Reuters denies the
11 allegations in paragraph 26.

12 27. Answering paragraph 27, Thomson Reuters admits that the Person Search results
13 page displays a dashboard with “possible quick analysis flags” which have changed over time.
14 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 27.

15 28. Answering paragraph 28, Thomson Reuters admits that the dashboard previously
16 known as Web Analytics allows the user to view certain information about individuals from
17 publicly available online sources. Thomson Reuters admits that the dashboard has various filtering
18 options which have changed over time. Except as expressly admitted, Thomson Reuters denies the
19 allegations in paragraph 28.

20 29. Answering paragraph 29, Thomson Reuters admits that it offers a dashboard that
21 includes tools and filtering options which have changed over time. Except as expressly admitted,
22 Thomson Reuters denies the allegations in paragraph 29.

23 30. Answering paragraph 30, Thomson Reuters admits that authorized, credentialed
24 customers may create reports from Person Search results. Thomson Reuters affirmatively alleges
25 that it legally licenses information about businesses and individuals, including those located in
26 California, from sources that include government agencies, private entities, and third-party
27 aggregators, each of which represents that it has complied with all applicable laws in providing the
28 information to Thomson Reuters. The type of information that is available through CLEAR may

1 differ from business to business and person to person, and may differ even for the same business
2 or person depending on the customer conducting the search, the search conducted, the passage of
3 time, and other factors. CLEAR is available only to credentialed, authorized customers that certify
4 that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes such
5 as preventing fraud, preventing money laundering, protecting victims of human trafficking and
6 sexual exploitation, regulatory compliance, due diligence related to business transactions,
7 government benefits program integrity, and law enforcement investigations. CLEAR customers
8 include law firms, businesses, and government agencies. Customers are vetted before they may
9 access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each
10 time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in
11 paragraph 30.

12 **CLEAR's Risk Inform Search:**

13 31. Answering paragraph 31, Thomson Reuters affirmatively alleges that Risk Inform
14 allows authorized, credentialed users to customize their searches to include, filter, or score specific
15 data elements or flags that are relevant to their own assessment of risk and to define an algorithm
16 to generate a custom score specific to their use case or risk model. The content of the website quoted
17 in paragraph 31 speaks for itself and requires no response. Thomson Reuters also affirmatively
18 alleges that Plaintiffs have represented that the Risk Inform score does not form the basis for their
19 claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores
20 themselves”). Except as expressly admitted, Thomson Reuters denies the allegations in paragraph
21 31.

22 32. Answering paragraph 32, Thomson Reuters affirmatively alleges that Risk Inform
23 allows authorized, credentialed customers to search the CLEAR database using information such
24 as an individual's date of birth or age range. Thomson Reuters also affirmatively alleges that
25 Plaintiffs have represented that the Risk Inform score does not form the basis for their claims in
26 this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”).
27 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 32.
28

1 33. Answering paragraph 33, Thomson Reuters admits that the same information
2 available through Person Search may also be available through Risk Inform. Thomson Reuters
3 affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the
4 basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform
5 scores themselves”). Except as expressly admitted, Thomson Reuters denies the allegations in
6 paragraph 33.

7 34. Answering paragraph 34, Thomson Reuters affirmatively alleges that Risk Inform
8 allows authorized, credentialed customers to define an algorithm to generate a custom score specific
9 to their use case or risk model. Thomson Reuters affirmatively alleges that Plaintiffs have
10 represented that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt.
11 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as expressly
12 admitted, Thomson Reuters denies the allegations in paragraph 34.

13 35. Answering paragraph 35, Thomson Reuters affirmatively alleges that Risk Inform
14 allows authorized, credentialed customers to customize a report to include, filter, and score specific
15 data elements or flags, some of which track the National Crime Information Center offense
16 classifications, to help users filter out offenses that are more or less relevant to their use case or risk
17 model. Not all offenses are reported by all jurisdictions. For example, California records do not
18 include offenses relating to abortion, and CLEAR does not include Protected Health Information
19 as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Risk
20 Inform allows authorized, credentialed customers to define an algorithm to generate a custom score
21 specific to their use case or risk model. Thomson Reuters also affirmatively alleges that Plaintiffs
22 have represented that the Risk Inform score does not form the basis for their claims in this case.
23 *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as
24 expressly admitted, Thomson Reuters denies the allegations in paragraph 35.

25 36. Answering paragraph 36, Thomson Reuters affirmatively alleges that Risk Inform
26 allows authorized, credentialed customers to customize a report to include, filter, and score specific
27 data elements or flags that are relevant to their own assessment of risk. One such customizable data
28 element or flag is whether a person is associated with multiple names. Thomson Reuters also

1 affirmatively alleges that Plaintiffs have represented that the Risk Inform score does not form the
2 basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform
3 scores themselves”). Thomson Reuters has insufficient knowledge or information to admit or deny
4 the allegations in paragraph 36 regarding the groups most likely to change their names, and on that
5 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
6 allegations in paragraph 36.

7 37. Answering paragraph 37, Thomson Reuters affirmatively alleges that Risk Inform
8 allows authorized, credentialed customers to click on Risk Inform flags to see additional
9 information, where available. Thomson Reuters affirmatively alleges that Plaintiffs have
10 represented that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt.
11 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Except as expressly
12 admitted, Thomson Reuters denies the allegations in paragraph 37.

13 38. Answering paragraph 38, Thomson Reuters affirmatively alleges that Thomson
14 Reuters’ research and investigative software, CLEAR, is available only to credentialed, authorized
15 customers that certify that they have a permissible purpose under the GLBA. Customers use
16 CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of
17 human trafficking and sexual exploitation, regulatory compliance, due diligence related to business
18 transactions, government benefits program integrity, and law enforcement investigations. The type
19 of information that is available through CLEAR may differ from business to business and person
20 to person, and may differ even for the same business or person depending on the customer
21 conducting the search, the search conducted, the passage of time, and other factors. Risk Inform
22 allows authorized, credentialed users to customize their searches to include, filter, or score specific
23 data elements or flags that are relevant to their own assessment of risk. Thomson Reuters admits
24 that Risk Inform allows authorized, credentialed customers to generate a report that may include
25 information about an individual and his or her possible relatives, associates, and neighbors.
26 Thomson Reuters also affirmatively alleges that Plaintiffs have represented that the Risk Inform
27 score does not form the basis for their claims in this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not
28

1 challenge the risk inform scores themselves”). Except as expressly admitted, Thomson Reuters
2 denies the allegations in paragraph 38.

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

5 39. Answering paragraph 39, Thomson Reuters affirmatively alleges that it offers
6 credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR.
7 Thomson Reuters legally licenses the information about businesses and individuals available in
8 CLEAR from sources that include government agencies, private entities, and third-party
9 aggregators, each of which represents that it has complied with all applicable laws in providing the
10 information to Thomson Reuters. The type of information that is available through CLEAR may
11 differ from business to business and person to person, and may differ even for the same business
12 or person depending on the customer conducting the search, the search conducted, the passage of
13 time, and other factors. CLEAR is available only to credentialed, authorized customers that certify
14 that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes such
15 as preventing fraud, preventing money laundering, protecting victims of human trafficking and
16 sexual exploitation, regulatory compliance, due diligence related to business transactions,
17 government benefits program integrity, and law enforcement investigations. Thomson Reuters has
18 insufficient knowledge or information to admit or deny what Plaintiffs agreed to and on that basis
19 denies these allegations. Paragraph 39 also contains legal conclusions to which no response is
20 required. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 39.

21 40. Answering paragraph 40, Thomson Reuters affirmatively alleges that CLEAR is
22 available only to credentialed, authorized customers that certify that they have a permissible
23 purpose under the GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing
24 money laundering, protecting victims of human trafficking and sexual exploitation, regulatory
25 compliance, due diligence related to business transactions, government benefits program integrity,
26 and law enforcement investigations. Thomson Reuters offers credentialed, authorized customers a
27 variety of subscription plans to pay for their use of CLEAR. Thomson Reuters legally licenses the
28 information about businesses and individuals available in CLEAR from sources that include

1 government agencies, private entities, and third-party aggregators, each of which represents that it
2 has complied with all applicable laws in providing the information to Thomson Reuters. The type
3 of information that is available through CLEAR may differ from business to business and person
4 to person, and may differ even for the same business or person depending on the customer
5 conducting the search, the search conducted, the passage of time, and other factors. Except as
6 expressly admitted, Thomson Reuters denies the allegations in paragraph 40.

7 **Cat Brooks:**

8 41. Thomson Reuters has insufficient knowledge or information to admit or deny the
9 allegations in paragraph 41 and on that basis denies these allegations.

10 42. Paragraph 42 contains legal conclusions to which no response is required. Thomson
11 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
12 including those located in California, from sources that include government agencies, private
13 entities, and third-party aggregators, each of which represents that it has complied with all
14 applicable laws in providing the information to Thomson Reuters. The type of information that is
15 available through CLEAR may differ from business to business and person to person, and may
16 differ even for the same business or person depending on the customer conducting the search, the
17 search conducted, the passage of time, and other factors. Thomson Reuters offers credentialed,
18 authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as
19 expressly admitted, Thomson Reuters denies the allegations in paragraph 42.

20 43. Answering paragraph 43, Thomson Reuters admits that certain information about
21 an individual named Cat Brooks may be accessed through CLEAR. Thomson Reuters affirmatively
22 alleges that it legally licenses information about businesses and individuals, including those located
23 in California, from sources that include government agencies, private entities, and third-party
24 aggregators, each of which represents that it has complied with all applicable laws in providing the
25 information to Thomson Reuters. The type of information that is available through CLEAR may
26 differ from business to business and person to person, and may differ even for the same business
27 or person depending on the customer conducting the search, the search conducted, the passage of
28

1 time, and other factors. Except as expressly admitted, Thomson Reuters denies the allegations in
2 paragraph 43.

3 44. Answering paragraph 44, Thomson Reuters has insufficient knowledge or
4 information to admit or deny whether and for what reasons Ms. Brooks changed her name and on
5 that basis denies these allegations. Thomson Reuters admits that certain information about an
6 individual named Cat Brooks may be accessed through CLEAR. Thomson Reuters affirmatively
7 alleges that it legally licenses information about businesses and individuals, including those located
8 in California, from sources that include government agencies, private entities, and third-party
9 aggregators, each of which represents that it has complied with all applicable laws in providing the
10 information to Thomson Reuters. The type of information that is available through CLEAR may
11 differ from business to business and person to person, and may differ even for the same business
12 or person depending on the customer conducting the search, the search conducted, the passage of
13 time, and other factors. Risk Inform allows authorized, credentialed users to customize their
14 searches to include, filter, or score specific data elements or flags that are relevant to their own
15 assessment of risk. One such customizable data element or flag is whether a person is associated
16 with multiple names. Thomson Reuters also affirmatively alleges that Plaintiffs have represented
17 that the Risk Inform score does not form the basis for their claims in this case. *See* Dkt. 34, p. 13
18 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”). Thomson Reuters has
19 insufficient knowledge or information to admit or deny the content of the report described in
20 paragraph 44 and on that basis denies these allegations. Except as expressly admitted, Thomson
21 Reuters denies the allegations in paragraph 44.

22 45. Answering paragraph 45, 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. A dashboard previously known as Web Analytics also allows the user to view certain
2 information about individuals from publicly available online sources. CLEAR is available only to
3 credentialed, authorized customers that certify that they have a permissible purpose under the
4 GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money
5 laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance,
6 due 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. Except as expressly admitted,
10 Thomson Reuters denies the allegations in paragraph 45.

11 46. The content of the website cited in paragraph 46 speaks for itself and requires no
12 response. To the extent a further response is required, Thomson Reuters denies the allegations in
13 paragraph 46.

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

17 48. Denied.

18 49. Answering paragraph 49, Thomson Reuters admits that, in order to effectuate
19 requests submitted through the “For CA: Do not sell my information” link on its website, it verified
20 the requester through the submission of a photo and photo ID. Thomson Reuters has insufficient
21 knowledge or information to admit or deny the remaining allegations in paragraph 49 and on that
22 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
23 allegations in paragraph 49.

24 **Rasheed Shabazz:**

25 50. Thomson Reuters has insufficient knowledge or information to admit or deny the
26 allegations in paragraph 50 and on that basis denies these allegations.

27 51. Paragraph 51 contains legal conclusions to which no response is required. Thomson
28 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,

1 including those located in California, from sources that include government agencies, private
2 entities, and third-party aggregators, each of which represents that it has complied with all
3 applicable laws in providing the information to Thomson Reuters. The type of information that is
4 available through CLEAR may differ from business to business and person to person, and may
5 differ even for the same business or person depending on the customer conducting the search, the
6 search conducted, the passage of time, and other factors. Thomson Reuters offers credentialed,
7 authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as
8 expressly admitted, Thomson Reuters denies the allegations in paragraph 51.

9 52. Thomson Reuters has insufficient knowledge or information to admit or deny the
10 allegations in paragraph 52 and on that basis denies these allegations. To the extent a further
11 response is required, Thomson Reuters denies the allegations in paragraph 52.

12 53. Answering paragraph 53, Thomson Reuters admits that certain information about
13 an individual named Rasheed Shabazz may be accessed through CLEAR. Thomson Reuters
14 affirmatively alleges that it legally licenses information about businesses and individuals, including
15 those located in California, from sources that include government agencies, private entities, and
16 third-party aggregators, each of which represents that it has complied with all applicable laws in
17 providing the information to Thomson Reuters. The type of information that is available through
18 CLEAR may differ from business to business and person to person, and may differ even for the
19 same business or person depending on the customer conducting the search, the search conducted,
20 the passage of time, and other factors. Except as expressly admitted, Thomson Reuters denies the
21 allegations in paragraph 53.

22 54. Answering paragraph 54, Thomson Reuters has insufficient knowledge or
23 information to admit or deny whether and for what reasons Mr. Shabazz changed his name or
24 whether information about Mr. Shabazz is accurate and on that basis denies these allegations.
25 Thomson Reuters admits that certain information about an individual named Rasheed Shabazz may
26 be accessed through CLEAR. Thomson Reuters affirmatively alleges that it legally licenses
27 information about businesses and individuals, including those located in California, from sources
28 that include government agencies, private entities, and third-party aggregators, each of which

1 represents that it has complied with all applicable laws in providing the information to Thomson
2 Reuters. The type of information that is available through CLEAR may differ from business to
3 business and person to person, and may differ even for the same business or person depending on
4 the customer conducting the search, the search conducted, the passage of time, and other factors.
5 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 54.

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

15 56. Answering paragraph 56, 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. A dashboard previously known as Web Analytics allows the user to view certain
23 information about individuals from publicly available online sources. CLEAR is available only to
24 credentialed, authorized customers that certify that they have a permissible purpose under the
25 GLBA. Customers use CLEAR for purposes such as preventing fraud, preventing money
26 laundering, protecting victims of human trafficking and sexual exploitation, regulatory compliance,
27 due diligence related to business transactions, government benefits program integrity, and law
28 enforcement investigations. CLEAR customers include law firms, businesses, and government

1 agencies. Customers are vetted before they may access CLEAR and must certify their permissible
2 purpose(s) under the applicable statute(s) each time they use CLEAR. Except as expressly admitted,
3 Thomson Reuters denies the allegations in paragraph 56.

4 57. Answering paragraph 57, Thomson Reuters admits that, in order to effectuate
5 requests submitted through the “For CA: Do not sell my information” link on its website, it verified
6 the requester through the submission of a photo and photo ID. Thomson Reuters has insufficient
7 knowledge or information to admit or deny the remaining allegations in paragraph 57 and on that
8 basis denies these allegations. Except as expressly admitted, Thomson Reuters denies the
9 allegations in paragraph 57.

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

12 58. Answering paragraph 58, Thomson Reuters affirmatively alleges that its research
13 and investigative software, CLEAR, is available only to credentialed, authorized customers that
14 certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes
15 such as preventing fraud, preventing money laundering, protecting victims of human trafficking
16 and sexual exploitation, regulatory compliance, due diligence related to business transactions,
17 government benefits program integrity, and law enforcement investigations. CLEAR customers
18 include law firms, businesses, and government agencies. Customers are vetted before they may
19 access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each
20 time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in
21 paragraph 58.

22 59. Answering paragraph 59, 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. Thomson Reuters admits that it stores certain data in Strategic Data
10 Centers. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 59.

11 60. Paragraph 60 contains legal conclusions to which no response is required. Thomson
12 Reuters affirmatively alleges that it legally licenses information about businesses and individuals,
13 including those located in California, from sources that include government agencies, private
14 entities, and third-party aggregators, each of which represents that it has complied with all
15 applicable laws in providing the information to Thomson Reuters. The type of information that is
16 available through CLEAR may differ from business to business and person to person, and may
17 differ even for the same business or person depending on the customer conducting the search, the
18 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
19 authorized customers that certify that they have a permissible purpose under the GLBA. Customers
20 use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting
21 victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related
22 to business transactions, government benefits program integrity, and law enforcement
23 investigations. CLEAR customers include law firms, businesses, and government agencies.
24 Customers are vetted before they may access CLEAR and must certify their permissible purpose(s)
25 under the applicable statute(s) each time they use CLEAR. Thomson Reuters offers credentialed,
26 authorized customers a variety of subscription plans to pay for their use of CLEAR. Except as
27 expressly admitted, Thomson Reuters denies the allegations in paragraph 60.

1 61. Answering paragraph 61, Thomson Reuters affirmatively alleges that it offers
2 credentialed, authorized customers a variety of subscription plans to pay for their use of CLEAR.
3 Thomson Reuters admits that the minimum contract term for certain authorized, credentialed
4 customers is twelve months. The content of the website quoted in paragraph 61 speaks for itself
5 and requires no response. Except as expressly admitted, Thomson Reuters denies the allegations in
6 paragraph 61.

7 62. Answering paragraph 62, Thomson Reuters affirmatively alleges that its research
8 and investigative software, CLEAR, is available only to credentialed, authorized customers that
9 certify that they have a permissible purpose under the GLBA. Customers use CLEAR for purposes
10 such as preventing fraud, preventing money laundering, protecting victims of human trafficking
11 and sexual exploitation, regulatory compliance, due diligence related to business transactions,
12 government benefits program integrity, and law enforcement investigations. CLEAR customers
13 include law firms, businesses, and government agencies. Customers are vetted before they may
14 access CLEAR and must certify their permissible purpose(s) under the applicable statute(s) each
15 time they use CLEAR. Thomson Reuters offers credentialed, authorized customers a variety of
16 subscription plans to pay for their use of CLEAR. Thomson Reuters also affirmatively alleges that
17 Plaintiffs have represented that the Risk Inform score does not form the basis for their claims in
18 this case. *See* Dkt. 34, p. 13 n.9 (“Plaintiffs do not challenge the risk inform scores themselves”).
19 The content of the website quoted in paragraph 62 speaks for itself and requires no response. Except
20 as expressly admitted, Thomson Reuters denies the allegations in paragraph 62.

21 63. Answering paragraph 63, Thomson Reuters affirmatively alleges that CLEAR
22 customers include law firms, businesses, and government agencies. Customers are vetted before
23 they may access CLEAR and must certify their permissible purpose(s) under the applicable
24 statute(s) each time they use CLEAR. Thomson Reuters has insufficient knowledge or information
25 to admit or deny the content or import of “Government records,” and on that basis denies these
26 allegations. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 63.

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

64. Answering paragraph 64, Thomson Reuters affirmatively alleges that it takes seriously the legality and legitimacy with which its investigative solutions are used, including with respect to individual privacy rights. Thomson Reuters 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 64.

65. Answering paragraph 65, the content of the website quoted in paragraph 65 speaks for itself and requires no response. 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

1 permissible purpose under the GLBA. Customers use CLEAR for purposes such as preventing
2 fraud, preventing money laundering, protecting victims of human trafficking and sexual
3 exploitation, regulatory compliance, due diligence related to business transactions, government
4 benefits program integrity, and law enforcement investigations. CLEAR customers include law
5 firms, businesses, and government agencies. Customers are vetted before they may access CLEAR
6 and must certify their permissible purpose(s) under the applicable statute(s) each time they use
7 CLEAR. Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 65.

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

24 67. Paragraph 67 contains legal conclusions to which no response is required. The
25 content of the article referenced in paragraph 67 speaks for itself and requires no response.
26 Thomson Reuters affirmatively alleges that it legally licenses information about businesses and
27 individuals, including those located in California, from sources that include government agencies,
28 private entities, and third-party aggregators, each of which represents that it has complied with all

1 applicable laws in providing the information to Thomson Reuters. The type of information that is
2 available through CLEAR may differ from business to business and person to person, and may
3 differ even for the same business or person depending on the customer conducting the search, the
4 search conducted, the passage of time, and other factors. CLEAR is available only to credentialed,
5 authorized customers that certify that they have a permissible purpose under the GLBA. Customers
6 use CLEAR for purposes such as preventing fraud, preventing money laundering, protecting
7 victims of human trafficking and sexual exploitation, regulatory compliance, due diligence related
8 to business transactions, government benefits program integrity, and law enforcement
9 investigations. CLEAR customers include law firms, businesses, and government agencies.
10 Customers are vetted before they may access CLEAR and must certify their permissible purpose(s)
11 under the applicable statute(s) each time they use CLEAR. Except as expressly admitted, Thomson
12 Reuters denies the allegations in paragraph 67.

13 68. Denied.

14 69. Thomson Reuters has insufficient knowledge or information to admit or deny the
15 allegations in paragraph 69 and on that basis denies these allegations. Thomson Reuters
16 affirmatively alleges that it legally licenses information about businesses and individuals, including
17 those located in California, from sources that include government agencies, private entities, and
18 third-party aggregators, each of which represents that it has complied with all applicable laws in
19 providing the information to Thomson Reuters. The type of information that is available through
20 CLEAR may differ from business to business and person to person, and may differ even for the
21 same business or person depending on the customer conducting the search, the search conducted,
22 the passage of time, and other factors. CLEAR is available only to credentialed, authorized
23 customers that certify that they have a permissible purpose under the GLBA. Customers use
24 CLEAR for purposes such as preventing fraud, preventing money laundering, protecting victims of
25 human trafficking and sexual exploitation, regulatory compliance, due diligence related to business
26 transactions, government benefits program integrity, and law enforcement investigations. CLEAR
27 customers include law firms, businesses, and government agencies. Customers are vetted before
28 they may access CLEAR and must certify their permissible purpose(s) under the applicable

1 statute(s) each time they use CLEAR. Except as expressly admitted, Thomson Reuters denies the
2 allegations in paragraph 69.

3 **CLASS ACTION ALLEGATIONS**

4 70. Answering paragraph 70, Thomson Reuters admits that Plaintiffs seek to bring this
5 action individually and on behalf of a statewide class of all other similarly situated individuals, as
6 defined in paragraph 70. Thomson Reuters denies that any putative class is amenable to class
7 certification or that Plaintiffs can satisfy the requirements of Federal Rules of Civil Procedure 23.
8 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 70.

9 71. Answering paragraph 71, Thomson Reuters admits that Plaintiffs attempt to bring
10 this action individually and on behalf of a statewide class of all other similarly situated individuals,
11 as defined in paragraph 70, and that Plaintiffs purport to exclude from this class the individuals
12 listed in paragraph 71. Thomson Reuters denies that any putative class is amenable to class
13 certification or that Plaintiffs can satisfy the requirements of Federal Rules of Civil Procedure 23.
14 Except as expressly admitted, Thomson Reuters denies the allegations in paragraph 71.

15 72. Answering paragraph 72, Thomson Reuters has insufficient knowledge or
16 information to admit or deny the allegations regarding Plaintiffs' knowledge and on that basis
17 denies these allegations. Paragraph 72 also contains legal conclusions to which no response is
18 required. To the extent a further response is required, Thomson Reuters denies the allegations in
19 paragraph 72.

20 73. Paragraph 73 contains legal conclusions to which no response is required. To the
21 extent a further response is required, 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. Thomson Reuters has insufficient knowledge or information to admit or deny the
25 allegations in paragraph 75 and on that basis denies these allegations. Paragraph 75 also contains
26 legal conclusions to which no response is required. To the extent a further response is required,
27 Thomson Reuters denies the allegations in paragraph 75.
28

76. Paragraph 76 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 76.

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

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

79. Paragraph 79 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 79.

80. Paragraph 80 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 80 and specifically denies that Plaintiffs or other putative class members are entitled to any injunctive relief, declaratory relief, or any other relief whatsoever.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

Common Law Right to Publicity/Misappropriation of Likeness

81. Answering paragraph 81, Thomson Reuters repeats and incorporates by reference its responses to each preceding paragraph as if fully stated herein. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 81.

82. Paragraph 82 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 82.

83. Paragraph 83 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 83.

84. Paragraph 84 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 84.

85. Paragraph 85 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 85.

86. Paragraph 86 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 86.

87. Paragraph 87 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 87.

88. Paragraph 88 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 88.

89. Paragraph 89 contains legal conclusions to which no response is required. Additionally, Plaintiffs' First Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 89.

SECOND CAUSE OF ACTION

Unfair Competition Law, Cal. Bus. & Prof. § 17200, Monetary Relief

90. Answering paragraph 90, Thomson Reuters repeats and incorporates by reference its responses to paragraphs 1-89, above as if fully stated herein. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 90.

91. Paragraph 91 contains legal conclusions to which no response is required. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 91.

92. Paragraph 92 contains legal conclusions to which no response is required. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 92.

1 93. Paragraph 93 contains legal conclusions to which no response is required.
2 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
3 response is required, Thomson Reuters denies the allegations in paragraph 93.

4 94. Paragraph 94 contains legal conclusions to which no response is required.
5 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
6 response is required, Thomson Reuters denies the allegations in paragraph 94.

7 95. Paragraph 95 contains legal conclusions to which no response is required.
8 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
9 response is required, Thomson Reuters denies the allegations in paragraph 95.

10 96. Paragraph 96 contains legal conclusions to which no response is required.
11 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
12 response is required, Thomson Reuters denies the allegations in paragraph 96.

13 97. Paragraph 97 contains legal conclusions to which no response is required.
14 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
15 response is required, Thomson Reuters denies the allegations in paragraph 97.

16 98. Paragraph 98 contains legal conclusions to which no response is required.
17 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
18 response is required, Thomson Reuters denies the allegations in paragraph 98.

19 99. Paragraph 99 contains legal conclusions to which no response is required.
20 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
21 response is required, Thomson Reuters denies the allegations in paragraph 99.

22 100. Paragraph 100 contains legal conclusions to which no response is required.
23 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
24 response is required, Thomson Reuters denies the allegations in paragraph 100.

25 101. Paragraph 101 contains legal conclusions to which no response is required.
26 Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further
27 response is required, Thomson Reuters denies the allegations in paragraph 101.
28

102. Paragraph 102 contains legal conclusions to which no response is required. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 102.

103. Paragraph 103 contains legal conclusions to which no response is required. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 103.

104. Paragraph 104 contains legal conclusions to which no response is required. Additionally, Plaintiffs' Second Cause of Action has been dismissed. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 104.

THIRD CAUSE OF ACTION

Unjust Enrichment

105. Answering paragraph 105, Thomson Reuters incorporates by reference its response to paragraphs 1-104, above. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 105.

106. Paragraph 106 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 106.

107. Paragraph 107 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 107.

108. Paragraph 108 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 108.

109. Paragraph 109 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 109.

110. Paragraph 110 contains legal conclusions to which no response is required. To the extent a further response is required, Thomson Reuters denies the allegations in paragraph 110.

1 **FOURTH CAUSE OF ACTION**

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

3 111. Answering paragraph 111, Thomson Reuters repeats and incorporates by reference
4 its responses to paragraphs 90-110, above as if fully stated herein. To the extent a further response
5 is required, Thomson Reuters denies the allegations in paragraph 111.

6 112. Paragraph 112 contains legal conclusions to which no response is required. To the
7 extent a further response is required, Thomson Reuters denies the allegations in paragraph 112.

8 113. Paragraph 113 contains legal conclusions to which no response is required.
9 Additionally, Plaintiffs' UCL claims based on "unlawful" conduct have been dismissed. To the
10 extent a further response is required, Thomson Reuters denies the allegations in paragraph 113.

11 114. Paragraph 114 contains legal conclusions to which no response is required.
12 Additionally, Plaintiffs' UCL claims based on "unlawful" conduct have been dismissed. To the
13 extent a further response is required, Thomson Reuters denies the allegations in paragraph 114.

14 115. Paragraph 115 contains legal conclusions to which no response is required. To the
15 extent a further response is required, Thomson Reuters denies the allegations in paragraph 115.

16 116. Paragraph 116 contains legal conclusions to which no response is required. To the
17 extent a further response is required, Thomson Reuters denies the allegations in paragraph 116.

18 117. Paragraph 117 contains legal conclusions to which no response is required. To the
19 extent a further response is required, Thomson Reuters denies the allegations in paragraph 117.

20 118. Answering paragraph 118, Thomson Reuters admits that Plaintiffs bring their Fourth
21 Cause of Action in a representative capacity but denies that they are entitled to any relief. Except
22 as expressly admitted, Thomson Reuters denies the allegations in paragraph 118.

23 **PRAYER FOR RELIEF**

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

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1 information and opinions expressed through CLEAR and Risk Inform facilitate expression and the
2 exchange of information in connection with each of these and other non-enumerated purposes for
3 which CLEAR and Risk Inform are used.

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

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

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

23 **Third Affirmative Defense**

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

25 Plaintiffs' claims are barred in whole or in part by Section 230 of the Communications
26 Decency Act. Thomson Reuters is an interactive computer service provider because it provides or
27 enables computer access by multiple users to a computer server through its CLEAR platform and
28 allows users through CLEAR to filter, digest, and search content. Through CLEAR, Thomson

1 Reuters publishes third-party content, including from the Internet, third-party data providers, and
2 law enforcement agencies. Plaintiffs' action seeks to render Thomson Reuters liable for publishing
3 this third-party content. Accordingly, Thomson Reuters is an interactive computer service that is
4 immune from liability for publishing content provided by another information content provider
5 under the Communication Decency Act.

6 **Fourth Affirmative Defense**

7 **(No Causation)**

8 The Complaint and each purported cause of action alleged therein are barred to the extent
9 that the conduct of Thomson Reuters upon which Plaintiffs base their claims was not the actual or
10 proximate cause of any loss, damage, or injury suffered by Plaintiffs and/or members of the asserted
11 putative class.

12 **Fifth Affirmative Defense**

13 **(Dormant Commerce Clause)**

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

21 **Sixth Affirmative Defense**

22 **(Good Faith)**

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

1 **Seventh Affirmative Defense**

2 **(Unjust Enrichment)**

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

6 **Eighth Affirmative Defense**

7 **(Failure to Mitigate)**

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

10 **Ninth Affirmative Defense**

11 **(No Injunctive or Equitable Relief)**

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

15 **Tenth Affirmative Defense**

16 **(Estoppel and Waiver)**

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

18 **Eleventh Affirmative Defense**

19 **(No Restitution)**

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

22 **Twelfth Affirmative Defense**

23 **(Consent)**

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

1 **Thirteenth Affirmative Defense**

2 **(Acquiescence)**

3 Plaintiffs' claims are barred by the doctrine of acquiescence.

4 **Fourteenth Affirmative Defense**

5 **(Statutes of Limitation)**

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

7 **Fifteenth Affirmative Defense**

8 **(Laches)**

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

11 **Sixteenth Affirmative Defense**

12 **(Terms of the CCPA)**

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

17 **Seventeenth Affirmative Defense**

18 **(No Class Action)**

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

21 **Eighteenth Affirmative Defense**

22 **(Due Process)**

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

1 **Nineteenth Affirmative Defense**

2 **(Article III Standing)**

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

7
8 Thomson Reuters reserves the right to assert additional affirmative defenses upon further
9 investigation into the facts and allegations in the Complaint.

10
11 DATED: September 10, 2021

PERKINS COIE LLP

12
13 By: /s/ Susan D. Fahringer

Susan D. Fahringer, Bar No. 21567

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15 Attorneys for Defendant

16 Thomson Reuters Corporation
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