

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

IN RE: CAPITAL ONE CONSUMER DATA)
SECURITY BREACH LITIGATION) MDL No. 1:19md2915 (AFT-JFA)
_____)

This Document Relates to the Consumer Cases

**AMAZON DEFENDANTS' ANSWER TO THE SECOND AMENDED
REPRESENTATIVE CONSUMER CLASS ACTION COMPLAINT**

Defendants Amazon.com, Inc. and Amazon Web Services, Inc. (together, "Amazon") jointly submit their Answer and Defenses to the Second Amended Representative Consumer Class Action Complaint (Dkt. No. 971) (the "Complaint").

The cover page of the Complaint, the first paragraph on page 1 of the Complaint, and the headings and subheadings appearing throughout the Complaint do not contain allegations to which a response is required. To the extent those portions of the Complaint contain any allegations to which a response is required, Amazon denies the allegations. In response to the allegations in the numbered paragraphs of the Complaint, Amazon responds as follows:

PREAMBLE

The unnumbered paragraphs in the preamble of the Complaint contain argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations of the preamble.

INTRODUCTION

1. Amazon admits that Capital One announced a data breach on July 29, 2019. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 1 of the Complaint, and on that basis denies them.

2. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 2 of the Complaint, and on that basis denies them.

3. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon admits that Paige A. Thompson was a former Amazon employee. Amazon denies the remaining allegations of paragraph 3 of the Complaint.

4. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 4 of the Complaint.

5. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 5 of the Complaint

JURISDICTION AND VENUE

6. Paragraph 6 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 6 of the Complaint.

7. Paragraph 7 of the Complaint contains argument and legal conclusions to which no response is required. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 7 of the Complaint.

8. Paragraph 8 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that it is authorized to and conducts business in Virginia. Amazon denies the remaining allegations of paragraph 8 of the Complaint.

9. Paragraph 9 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that it maintains physical facilities in Virginia and provided services to Capital One in Virginia. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 9 of the Complaint.

10. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 10 of the Complaint, and on that basis denies them.

11. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 11 of the Complaint, and on that basis denies them.

12. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 12 of the Complaint, and on that basis denies them.

13. Amazon admits that Amazon.com, Inc. is a corporation with its headquarters and principal place of business in Seattle, Washington. Amazon admits that it is incorporated under the laws of the State of Delaware.

14. Amazon admits that Amazon Web Services, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon admits that Amazon Web Services, Inc. is subsidiary of Amazon.com, Inc.

NAMED PLAINTIFFS

15. Amazon denies that it has exclusive knowledge of what information, if any, was compromised for each individual Plaintiff. Amazon lacks sufficient knowledge or information to

form a belief as to the truth of the remaining allegations in paragraph 15 of the Complaint, and on that basis denies them.

16. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 16 of the Complaint, and on that basis denies them.

17. Amazon denies each and every allegation of paragraph 17 of the Complaint.

CALIFORNIA

18. The allegation that Plaintiff Hausauer remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 18 of the Complaint, and on that basis denies them.

19. The allegation that Plaintiff Tada remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 19 of the Complaint, and on that basis denies them.

FLORIDA

20. The allegation that Plaintiff Behar remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 20 of the Complaint, and on that basis denies them.

21. The allegation that Plaintiff Zielicke remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 21 of the Complaint, and on that basis denies them.

NEW YORK

22. The allegation that Plaintiff Gershen remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 22 of the Complaint, and on that basis denies them.

TEXAS

23. The allegation that Plaintiff Edmondson remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 23 of the Complaint, and on that basis denies them.

VIRGINIA

24. The allegation that Plaintiff Spacek remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 24 of the Complaint, and on that basis denies them.

WASHINGTON

25. The allegation that Plaintiff Sharp remains at a substantial and imminent risk of future harm contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 25 of the Complaint, and on that basis denies them.

FACTUAL ALLEGATIONS

26. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 26 of the Complaint, and on that basis denies them.

27. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 27 of the Complaint, and on that basis denies them.

28. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 28 of the Complaint, and on that basis denies them.

29. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 29 of the Complaint, and on that basis denies them.

30. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 30 of the Complaint, and on that basis denies them.

31. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 31 of the Complaint, and on that basis denies them.

32. Amazon admits that that machine learning is a subset of artificial intelligence, through which computers learn to discern patterns in data and may accomplish tasks and can detect patterns in data that are difficult for humans to perceive. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the

financial services industry and on that basis denies them. Amazon denies the remaining allegations of paragraph 32 of the Complaint.

33. Amazon admits that machine learning requires data and an increased amount of data can increase the effectiveness of a machine learning algorithm. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 33 of the Complaint and on that basis denies them.

34. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 34 of the Complaint, and on that basis denies them.

35. Amazon admits that AWS maintains a cloud infrastructure which can be leased to business customers on a scalable basis. Amazon admits that customers only pay for the computing power and storage needed and may save money when compared to maintaining their own dedicated servers and infrastructure. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Microsoft's Azure, IBM's Cloud or Google Cloud in paragraph 35 of the Complaint, and on that basis denies them. Amazon denies the remaining allegations of paragraph 35 of the Complaint.

36. Amazon denies that there are increased data security risks inherent in the use of public cloud computing as to AWS. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding regulatory hurdles or banks in paragraph 36 of the Complaint, and on that basis denies them. Amazon denies the remaining allegations of paragraph 36 of the Complaint.

37. Amazon denies that there are inherent security risks in using AWS as compared to private data centers. Amazon admits the remaining allegations of paragraph 37 of the Complaint.

38. Amazon admits that the AWS cloud environment is a technology-forward solution for Capital One's business needs. Amazon denies the remaining allegations of paragraph 38 of the Complaint.

39. Amazon denies each and every allegation of paragraph 39 of the Complaint.

40. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 40 of the Complaint.

41. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding statements made by Capital One Chief Executive Officer Rich Fairbanks in paragraph 41 of the Complaint, and on that basis denies them.

42. Amazon admits that it hosts a yearly re:Invent conference. Amazon admits that in October 2015, Capital One's Chief Information Officer Rob Alexander gave a presentation which discussed Capital One. Amazon admits that during the presentation Rob Alexander stated, "[S]ecurity is critical for us. The financial services industry attracts some of the worst cyber criminals so we work closely with the Amazon team to develop a security model which we believe enables us to operate more securely in the public cloud than we can even in our own data centers." Amazon lacks sufficient knowledge or information to form a belief as to the truth of whether Capital One had previously announced it would be shifting its data to the cloud, and on that basis, denies that allegation.

43. Amazon denies each and every allegation of paragraph 43 of the Complaint.

44. Amazon denies that it has suffered from a widely known flaw. Amazon denies that AWS servers were not secured against SSRF attacks. Amazon denies that paragraph 44 accurately describes an SSRF attack. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding statements made at cybersecurity conferences and on that basis denies them. Amazon denies the remaining allegations of paragraph 44 of the Complaint.

45. Amazon admits that AWS' servers can facilitate machine learning by its customers. Amazon admits that AWS' servers can be used by its customers to store large amount of data that can be collected and organized. Amazon admits that its customers may configure their AWS environment with access "policies" to allow for web applications to only pull the data needed and nothing more. Amazon admits that Identity and Access Management ("IAM") roles may be configured by the AWS customer to manage access polices. Amazon denies the remaining allegations of paragraph 45 of the Complaint.

46. Amazon admits that an IAM role is a tool to give specific permissions in an AWS account. Amazon admits that IAM roles can be used to delegate access to users, applications, or services to resources in an AWS account on a dynamic basis. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the remaining allegations of paragraph 46, and on that basis denies them.

47. Amazon denies that a firewall is the only defense that protects data from outside penetration. Amazon admits that its customers may configure their firewall to block unauthorized access while permitting authorized access and communication. Amazon denies the remaining allegations of paragraph 47 of the Complaint.

48. Amazon denies that paragraph 48 fully and completely describes the functions of all firewalls, and on that basis, denies each and every allegation of paragraph 48 of the Complaint.

49. Amazon admits that a firewall, among other purposes, may be configured to prevent resources on a computer network from being exposed directly to the Internet. Amazon admits that a Web Application Firewall (“WAF”) may be used to filter, monitor, and block web traffic to and from a web application. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the remaining allegations of paragraph 49, and on that basis denies them.

50. Amazon denies each and every allegation of paragraph 50 of the Complaint.

51. Amazon denies each and every allegation of paragraph 51 of the Complaint.

52. Amazon denies there is a well-known flaw in AWS-based systems that make them vulnerable to SSRF attacks. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Google and Microsoft in paragraph 52 of the Complaint, and on that basis denies them.

53. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding statements made by Cloudflare in paragraph 53 of the Complaint, and on that basis denies them.

54. Amazon denies each and every allegation of paragraph 54 of the Complaint.

55. Amazon denies the allegations in paragraph 55 to the extent they allege Amazon made representations about Cloud Custodian. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 55 of the Complaint, and on that basis denies them.

56. Amazon denies the allegations in paragraph 56 to the extent they allege Amazon made representations about Cloud Custodian. The last sentence of paragraph 56 is speculation and does not require a response. Because AWS customers determine the permissions granted to IAM roles, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the remaining allegations of paragraph 56, and on that basis denies them.

57. Amazon admits that it hosts a yearly re:Invent conference. Amazon admits that in November 2018, Kapil Thangavelu of Capital One gave a presentation regarding Cloud Custodian. Amazon admits that during the presentation Kapil Thangavelu stated, “In the cloud, all these resources are just available via URL so those are part of your network boundary. And those resources that have embedded IAM policies need special care and attention because they can be enabled to be accessible outside of your account. I think everyone’s familiar with some of the things around S3 but that extends out to a lot of the other resources I called out a couple here.” Amazon denies the remaining allegations of paragraph 57 of the Complaint.

58. Amazon admits that AWS customers can configure IAM roles to manage access to data stored in S3. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding statements made by Capital One in paragraph 58 of the Complaint, and on that basis denies them. Amazon denies the remaining allegations of paragraph 58 of the Complaint.

59. Amazon denies the allegations of paragraph 59 as directed to Amazon. Amazon lacks sufficient knowledge or information to form a belief as to what Capital One was aware of, and on that basis denies the remaining allegations of paragraph 59 of the Complaint.

60. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding a filing made by Capital One in paragraph 60 of the Complaint, and on that basis denies them.

61. Amazon admits that Paige A. Thompson had previously worked as a “systems engineer” for Amazon. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 61 of the Complaint, and on that basis denies them.

62. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 62 of the Complaint, and on that basis denies them.

63. Amazon admits it made a statement that the intrusion occurred through a misconfiguration by Capital One. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 63 of the Complaint, and on that basis denies them.

64. Amazon admits that AWS provided products and services to Capital One from cross-functional teams. Amazon admits that AWS provided products and services to Capital One to assist Capital One’s migration to the cloud. Amazon denies the remaining allegations of paragraph 64 of the Complaint.

65. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 65 of the Complaint, and on that basis denies them.

66. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 66 of the Complaint, and on that basis denies them.

67. Amazon admits that there was a List Buckets Command in Capital One's cloud environment on April 21, 2019. Amazon lacks sufficient knowledge regarding the remaining allegations of paragraph 67 of the Complaint and on that basis denies them.

68. Amazon admits that it released the following statement in a letter to The Honorable Ron Wyden on August 13, 2019: "As Capital One outlined in their public announcement, the attack occurred due to a misconfiguration error at the application layer of a firewall installed by Capital One, exacerbated by permissions set by Capital One that were likely broader than intended. After gaining access through the misconfigured firewall and having broader permission to access resources, we believe a SSRF attack was used (which is one of several ways an attacker could have potentially gotten access to data once they got in through the misconfigured firewall)." Amazon denies the remaining allegations of paragraph 68 of the Complaint.

69. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 69 of the Complaint, and on that basis denies them.

70. Amazon denies that Capital One used the AWS WAF in the account the hacker compromised and further denies that the AWS WAF had a vulnerability the hacker exploited. Amazon denies the remaining allegations of paragraph 70 of the Complaint.

71. Amazon denies that it worked with Capital One “to fix the WAF configuration” and denies the allegation that there was a “known vulnerability.” Amazon denies the remaining allegations of paragraph 71 of the Complaint.

72. Because these allegations in paragraph 72 concern only Capital One’s knowledge, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 72 of the Complaint, and on that basis denies them.

73. Because these allegations in paragraph 73 concern only Capital One’s knowledge and the findings of its own investigation, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. To the extent a further response is required, Amazon denies the remaining allegations of paragraph 73 of the Complaint.

74. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 74 of the Complaint, and on that basis denies them. Amazon denies the remaining allegations of paragraph 74 of the Complaint.

75. Amazon admits that on May 20, 2019, an employee received a handwritten note stating, “Open Socks Proxy **.***.**.136 Can Hit IMS – lots of security credentials.” Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One’s statements or investigation, and on that basis denies them. Amazon denies the remaining allegations of paragraph 75 of the Complaint.

76. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Thompson’s conduct, and on that basis denies them. Amazon admits

that it was not aware of the Data Breach until notified by Capital One on July 20, 2019. Amazon denies the remaining allegations of paragraph 76 of the Complaint.

77. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 77 of the Complaint, and on that basis denies them.

78. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 78 of the Complaint, and on that basis denies them.

79. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 79 of the Complaint, and on that basis denies them.

80. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 80 of the Complaint, and on that basis denies them.

81. Amazon denies each and every allegation of paragraph 81 of the Complaint.

82. Amazon denies each and every allegation of paragraph 82 of the Complaint.

83. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegation regarding the age of the data accessed in the breach, and on that basis denies it. Amazon denies the remaining allegations of paragraph 83 of the Complaint.

84. Amazon admits that Capital One has publicly stated that information accessed from the data breach included information on applicants for Capital One credit card products from 2005 through early 2019, and included “personal information Capital One routinely collects at the time it receives credit card applications, including names, addresses, zip codes/postal codes, phone numbers, email addresses, dates of birth, and self-reported income.”

85. Amazon admits that Capital One has publicly stated that information accessed from the data breach included credit scores, credit limits, balances, payment histories, contact

information, and “fragments of transaction data from a total of 23 days during 2016, 2017 and 2018.”

86. Amazon admits that Capital One has publicly stated that information accessed from the data breach included “about 140,000 Social Security numbers of [its] credit card customers” and “about 80,000 linked bank account numbers of our secured credit card customers.”.

87. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 87 of the Complaint, and on that basis denies them.

88. Paragraph 88 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies each and every allegation of paragraph 88 of the Complaint.

89. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding cyberattacks, and on that basis denies them. Amazon denies the remaining allegations of paragraph 89 of the Complaint.

90. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 90 of the Complaint, and on that basis denies them.

91. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 91 of the Complaint, and on that basis denies them.

92. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 92 of the Complaint, and on that basis denies them.

93. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 93 of the Complaint, and on that basis denies them.

94. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding what Capital One was aware of in paragraph 94 of the Complaint, and on that basis denies them. Paragraph 94 of the Complaint contains argument and legal conclusions to which no response is required. Amazon denies the remaining allegations of paragraph 94 of the Complaint.

95. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 95 of the Complaint, and on that basis denies them.

96. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 96 of the Complaint, and on that basis denies them.

97. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 97 of the Complaint, and on that basis denies them.

98. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 98 of the Complaint, and on that basis denies them.

99. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 99 of the Complaint, and on that basis denies them.

100. Paragraph 100 of the Complaint contains argument and legal conclusions to which no response is required. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 100 of the Complaint.

101. Paragraph 101 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that Cal. Civil Code § 1798.81.5(b), which took effect on January 1, 2020, states, “A business that owns, licenses, or maintains personal information about a California resident shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure.” Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 101 of the Complaint, and on that basis denies them.

102. Paragraph 102 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, the referenced document at <https://www.ftc.gov/tips-advice/business-center/guidance/financial-institutions-customer-information-complying> is the best evidence of its contents. To the extent the allegations of paragraph 102 are based on the contents of written documents, Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and

otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

103. Amazon admits that the Federal Trade Commission has issued guides for business highlighting the importance of reasonable data security practices. To the extent the allegations of paragraph 103 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

104. Amazon admits that the FTC issued the document referenced in paragraph 104 of the Complaint in 2016. To the extent the allegations of paragraph 104 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

105. To the extent the allegations of paragraph 105 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

106. Paragraph 106 of the Complaint contains argument and legal conclusions to which no response is required. To the extent that a response is required, Amazon admits that the FTC has brought enforcement actions alleging that certain businesses failed to adequately and

reasonably protect customer data. To the extent the allegations of paragraph 106 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

107. Paragraph 107 of the Complaint contains argument and legal conclusions to which no response is required. To the extent the allegations of paragraph 107 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

108. Paragraph 108 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 108.

109. Amazon admits version 3.2.1 of Payment Card Industry (PCI) Data Security Standard: Requirements and Security Assessment Procedures ("PCI-DSS") was released in May 2018. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding the PCI Security Standards Council in paragraph 109 of the Complaint, and on that basis denies them.

110. Paragraph 110 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient

knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 110 of the Complaint, and on that basis denies them.

111. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 111 of the Complaint, and on that basis denies them.

112. Paragraph 112 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, because the allegations of paragraph 112 are directed to Capital One, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies them.

113. Paragraph 113 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, because the allegations of paragraph 113 are directed to Capital One, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies them.

114. Paragraph 114 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, because the allegations of paragraph 114 are directed to Capital One, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations, and on that basis denies them.

115. Paragraph 115 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 115 of the Complaint, and on that basis denies them.

116. Paragraph 116 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient

knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 116 of the Complaint, and on that basis denies them.

117. Paragraph 117 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 117 of the Complaint, and on that basis denies them.

118. Paragraph 118 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 118 of the Complaint, and on that basis denies them.

119. Paragraph 119 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 119 of the Complaint, and on that basis denies them.

120. Paragraph 120 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 120 of the Complaint, and on that basis denies them.

121. Paragraph 121 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 121 of the Complaint, and on that basis denies them.

122. Paragraph 122 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations regarding Capital One in paragraph 122 of the Complaint, and on that basis denies them.

123. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 123 of the Complaint

124. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One, and on that basis denies them. Amazon denies the remaining allegations of paragraph 124 of the Complaint.

125. Paragraph 125 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies each and every allegation of paragraph 125 of the Complaint.

126. Paragraph 126 of the Complaint contains argument and legal conclusions to which no response is required. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding identity theft and fraud, and on that basis denies them. Amazon denies the remaining allegations of paragraph 126 of the Complaint.

127. Paragraph 127 of the Complaint contains argument and legal conclusions to which no response is required. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 127 of the Complaint, and on that basis denies them.

128. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 128 of the Complaint, and on that basis denies them.

129. To the extent the allegations of paragraph 129 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 129 of the Complaint, and on that basis denies them.

130. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 130 of the Complaint, and on that basis denies them.

131. Amazon denies that it trades on the value of consumers' PII. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Plaintiffs' intentions or the value of PII, and on that basis denies them. Amazon denies the remaining allegations of paragraph 131 of the Complaint.

132. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 132 of the Complaint, and on that basis denies them.

133. To the extent the allegations of paragraph 133 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 133 of the Complaint, and on that basis denies them.

134. To the extent the allegations of paragraph 134 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 134 of the Complaint, and on that basis denies them.

135. Paragraph 135 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 135 of the Complaint, and on that basis denies them. To the extent the allegations of paragraph 135 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

136. To the extent the allegations of paragraph 136 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 136 of the Complaint, and on that basis denies them.

137. To the extent the allegations of paragraph 137 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 137 of the Complaint, and on that basis denies them.

138. To the extent the allegations of paragraph 138 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 138 of the Complaint, and on that basis denies them.

139. To the extent the allegations of paragraph 139 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 139 of the Complaint, and on that basis denies them.

140. The allegations of paragraph 140 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies them.

141. To the extent the allegations of paragraph 141 are based on the contents of written documents, the referenced document is the best evidence of its contents. Amazon admits that to the extent such allegations accurately reflect the contents of the documents, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 141 of the Complaint, and on that basis denies them.

142. The allegations of paragraph 142 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 142 of the Complaint, and on that basis denies them.

143. The allegations of paragraph 143 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations of paragraph 143 of the Complaint, and on that basis denies them.

CLASS ACTION ALLEGATIONS

144. The allegations of paragraph 144 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23. Amazon admits that, as to certain claims in

this action, Plaintiffs purport to bring this action as a putative class action on behalf of the “Nationwide Class” described.

145. The allegations of paragraph 145 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon admits that the Complaint purports to assert claims against all Defendants for negligence (Count 1), negligence per se (Count 2), unjust enrichment (Count 3), and declaratory judgment (Count 4), and against the Capital One Defendants only for breach of confidence (Count 5), breach of contract (Count 6), and breach of implied contract (Count 7).

146. The allegations of paragraph 146 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon admits that the Complaint purports to seek certification of state-by-state claims in the alternative to the nationwide claims, as well as statutory claims under state data breach statutes and consumer protection statutes (Counts 8 through 15), on behalf of separate statewide subclasses for the States of California, Florida, New York, Texas, Virginia, and Washington (the “State Subclasses”) defined as: “All persons in [name of state] whose PII was compromised in the Data Breach.” Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23.

147. The allegations of paragraph 147 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon admits that the Complaint purports to exclude from the purported Nationwide Class and each State Subclass: Defendants; any entity in which any Defendant has a controlling interest; Defendants’ officers, directors, legal representatives, successors, subsidiaries, and assigns; any judicial officer presiding over this matter, members of their immediate family, and members of

their judicial staff. Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23.

148. The allegations of paragraph 148 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 148 of the Complaint.

149. The allegations of paragraph 149 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 149 of the Complaint.

150. The allegations of paragraph 150 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 150 of the Complaint.

151. The allegations of paragraph 151 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 151 of the Complaint.

152. The allegations of paragraph 152 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 152 of the Complaint.

153. The allegations of paragraph 153 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 153 of the Complaint.

154. The allegations of paragraph 154 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 154 of the Complaint.

155. The allegations of paragraph 155 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 155 of the Complaint.

156. The allegations of paragraph 156 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 156 of the Complaint.

157. The allegations of paragraph 157 of the Complaint contain argument and legal conclusions, to which no response is required. To the extent a response is required, Amazon denies the allegations of paragraph 157 of the Complaint.

CLAIMS ON BEHALF OF THE NATIONWIDE CLASS
COUNT 1
NEGLIGENCE

Against all Defendants, On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the State Subclasses

158. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

159. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 159 of the Complaint and on that basis denies them. Amazon admits that Capital One stores data using Amazon's cloud computing services. Amazon denies the remaining allegations of paragraph 159 of the Complaint.

160. Paragraph 160 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 160 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). Amazon denies the remaining allegations of paragraph 160 of the Complaint.

161. Paragraph 161 of the Complaint contains argument legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 161 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). Amazon denies the remaining allegations of paragraph 161 of the Complaint.

162. Paragraph 162 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 162 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879).

163. Paragraph 163 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 163 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). Amazon denies the remaining allegations of paragraph 163 of the Complaint.

164. Paragraph 164 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. In addition, Paragraph 164 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). To the extent the allegations of paragraph 164 quote the FTC Act, Amazon admits that to the extent such allegations accurately reflect the contents of the Act, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

165. Paragraph 165 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 165 of the Complaint, and on that basis denies them.

166. Paragraph 166 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

167. Paragraph 167 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 167 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). Amazon denies the remaining allegations of Paragraph 167 of the Complaint.

168. Paragraph 168 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 168 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879).

169. Paragraph 169 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 169 contains allegations under Washington negligence law that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879).

COUNT 2
NEGLIGENCE PER SE

Against all Defendants, On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on
Behalf of Plaintiffs and the State Subclasses

170. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

171. Paragraph 171 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. To the extent the allegations of paragraph 171 quote the FTC Act, Amazon admits that to the extent such allegations accurately reflect the contents of the Act, such statements exist, and otherwise denies them. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

172. Paragraph 172 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 172 contains allegations under the laws of California, Florida, Texas, Virginia, and Washington that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879). Amazon denies the remaining allegations of paragraph 172 of the Complaint.

173. Paragraph 173 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 173 of the Complaint, and on that basis denies them.

174. Paragraph 174 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 174 contains allegations under the laws of California, Florida, Texas,

Virginia, and Washington that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879).

175. Paragraph 175 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 175 of the Complaint, and on that basis denies them.

176. Paragraph 176 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23.

177. Paragraph 177 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. In addition, paragraph 177 contains allegations under the laws of California, Florida, Texas, Virginia, and Washington that the Court dismissed in its Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (Dkt. No. 879).

178. Paragraph 178 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23.

COUNT 3
UNJUST ENRICHMENT

Against all Defendants, On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on
Behalf of Plaintiffs and the State Subclasses

179. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

180. Paragraph 180 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them.

181. Paragraph 181 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed at Amazon. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 181 of the Complaint and on that basis denies them.

182. Paragraph 182 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them.

183. Paragraph 183 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them.

184. Paragraph 184 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed at Amazon. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 184 of the Complaint and on that basis denies them.

185. Paragraph 185 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed at Amazon. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 185 of the Complaint and on that basis denies them.

186. Paragraph 185 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them to the extent

they are directed at Amazon. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 186 of the Complaint and on that basis denies them.

187. Paragraph 187 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

188. Paragraph 188 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 188 of the Complaint.

189. Paragraph 189 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 189 of the Complaint.

190. Paragraph 190 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

191. Paragraph 191 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

192. Paragraph 192 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

193. Paragraph 193 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies that this action may be properly maintained as a class action and that it meets the requirements of Federal Rule of Civil Procedure 23.

COUNT 4
DECLARATORY JUDGMENT

Against all Defendants, On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on
Behalf of Plaintiffs and the State Subclasses

194. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

195. Amazon maintains that the Declaratory Judgment Act speaks for itself and denies Paragraph 195 to the extent it misrepresents the Declaratory Judgment Act. Paragraph 195 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them.

196. Paragraph 196 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

197. Paragraph 197 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

198. Paragraph 198 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

199. Paragraph 199 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them.

200. Paragraph 200 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

201. Paragraph 201 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

COUNT 5
BREACH OF CONFIDENCE

Against the Capital One Defendants, On Behalf of Plaintiffs and the Nationwide Class, or
Alternatively, on Behalf of Plaintiffs and the State Subclasses

202. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

203. Paragraph 203 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 203 of the Complaint, and on that basis denies them.

204. Paragraph 204 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 204 of the Complaint, and on that basis denies them.

205. Paragraph 205 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 205 of the Complaint, and on that basis denies them.

206. Paragraph 206 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 206 of the Complaint, and on that basis denies them.

207. Paragraph 207 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge

or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 207 of the Complaint, and on that basis denies them.

208. Paragraph 208 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 208 of the Complaint, and on that basis denies them.

209. Paragraph 209 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 209 of the Complaint, and on that basis denies them.

210. Paragraph 210 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 210 of the Complaint, and on that basis denies them.

211. Paragraph 211 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 211 of the Complaint, and on that basis denies them.

COUNT 6
BREACH OF CONTRACT

Against the Capital One Defendants, On Behalf of Plaintiffs and the Nationwide Class, or
Alternatively, on Behalf of Plaintiffs and the State Subclasses

212. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

213. Paragraph 213 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 213 of the Complaint, and on that basis denies them.

214. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 214 of the Complaint, and on that basis denies them.

215. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 215 of the Complaint, and on that basis denies them.

216. Paragraph 216 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 216 of the Complaint, and on that basis denies them.

217. Paragraph 217 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 217 of the Complaint, and on that basis denies them.

218. Paragraph 218 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 218 of the Complaint, and on that basis denies them.

219. Paragraph 219 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 219 of the Complaint, and on that basis denies them.

COUNT 7
BREACH OF IMPLIED CONTRACT

Against the Capital One Defendants, On Behalf of Plaintiffs and the Nationwide Class, or
Alternatively, on Behalf of Plaintiffs and the State Subclasses

220. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

221. Paragraph 221 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 221 of the Complaint, and on that basis denies them.

222. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 222 of the Complaint, and on that basis denies them.

223. Paragraph 223 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 223 of the Complaint, and on that basis denies them.

224. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 224 of the Complaint, and on that basis denies them.

225. Paragraph 225 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 225 of the Complaint, and on that basis denies them.

226. Paragraph 226 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 226 of the Complaint, and on that basis denies them.

227. Paragraph 227 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 227 of the Complaint, and on that basis denies them.

COUNT 8
CALIFORNIA UNFAIR COMPETITION LAW

Cal. Bus. & Prof. Code §§ 17200, et seq.
Against all Defendants

228. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

229. Paragraph 229 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that Amazon.com, Inc. and Amazon Web Services, Inc. are both corporations.

230. Paragraph 230 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

231. Paragraph 231 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

Amazon is not a financial institution and therefore denies all claims arising under laws directed at financial institutions, including Cal. Fin. Code §§ 4050 et seq. Amazon denies the remaining allegations of paragraph 231 of the Complaint.

232. Paragraph 232 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon is not a financial institution and therefore denies all claims arising under laws directed at financial institutions, including California's Financial Information Privacy Act and the GLBA.

233. Paragraph 233 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon is not a financial institution and therefore denies all claims arising under laws directed at financial institutions, including California's Financial Information Privacy Act and the GLBA. Amazon denies the remaining allegations of paragraph 233 of the Complaint.

234. Paragraph 234 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

235. Paragraph 235 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 235 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 235 of the Complaint.

236. Paragraph 236 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

237. Paragraph 236 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

COUNT 9
CALIFORNIA CONSUMER LEGAL REMEDIES ACT

Cal. Bus. & Prof. Code §§ 1750, et seq.
Against all Defendants

238. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

239. Paragraph 239 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon maintains that the Consumers Legal Remedies Act speaks for itself and denies paragraph 239 to the extent that it misrepresents the CLRA.

240. Paragraph 240 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that Amazon.com, Inc. and Amazon Web Services, Inc. are both corporations and denies the remaining allegations of paragraph 240 of the Complaint.

241. Paragraph 241 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon maintains that the Consumers Legal Remedies Act speaks for itself and denies paragraph 241 to the extent that it misrepresents the CLRA.

242. Paragraph 242 of the Complaint contains argument and legal conclusion to which no response is required. To the extent a response is required, Amazon maintains that the Consumers Legal Remedies Act speaks for itself and denies paragraph 242 to the extent that it misrepresents the CLRA.

243. Paragraph 243 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed to Amazon.

244. Paragraph 244 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 244 of the Complaint to the extent they are directed to Amazon.

245. Paragraph 245 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

246. Paragraph 246 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 246 of the Complaint.

247. Paragraph 247 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 247 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 247 of the Complaint.

248. Paragraph 248 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

249. Paragraph 249 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

CLAIMS ON BEHALF OF THE FLORIDA SUBCLASS
COUNT 10
FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT,

Fla. Stat. §§ 501.201, et seq.
Against All Defendants

250. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

251. Paragraph 251 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

252. Paragraph 252 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

253. Paragraph 253 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 253 of the Complaint.

254. Paragraph 254 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

255. Paragraph 255 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 255 of the Complaint.

256. Paragraph 256 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 256 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 256 of the Complaint.

257. Paragraph 257 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

CLAIMS ON BEHALF OF THE NEW YORK SUBCLASS
COUNT 11
NEW YORK GENERAL BUSINESS LAW,

N.Y. Gen. Bus. Law §§ 349, et seq.
Against All Defendants

258. Amazon incorporates by reference its answers to paragraphs 1 through 257 of the Complaint as though fully stated herein.

259. Paragraph 259 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 259 of the Complaint.

260. Paragraph 260 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

261. Paragraph 261 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

262. Paragraph 262 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 262 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 262 of the Complaint.

263. Paragraph 263 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

264. Paragraph 264 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

265. Paragraph 265 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

CLAIMS ON BEHALF OF THE TEXAS SUBCLASS
COUNT 12
DECEPTIVE TRADE PRACTICES—CONSUMER PROTECTION ACT,

Texas Bus. & Com. Code §§ 17.41, et seq.
Against All Defendants

266. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

267. Paragraph 267 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that Amazon.com, Inc. and Amazon Web Services, Inc. are both corporations..

268. Paragraph 268 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

269. Paragraph 269 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

270. Paragraph 270 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

271. Paragraph 271 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 271 of the Complaint.

272. Paragraph 272 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

273. Paragraph 273 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

274. Paragraph 274 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 274 of the Complaint.

275. Paragraph 275 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 275 of the Complaint.

276. Paragraph 275 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

277. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Consumers in paragraph 277 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 277 of the Complaint.

278. Paragraph 278 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 278 of the Complaint.

279. Paragraph 279 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 279 of the Complaint.

280. Paragraph 280 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 280 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 280 of the Complaint.

281. Paragraph 281 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

282. Paragraph 282 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

283. Paragraph 283 of the Complaint contains argument and legal conclusions to which no response is required.

CLAIMS ON BEHALF OF THE VIRGINIA SUBCLASS
COUNT 13
VIRGINIA PERSONAL INFORMATION BREACH NOTIFICATION ACT,

Va. Code. Ann. §§ 18.2-186.6, et seq.
Against All Defendants

284. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

285. Paragraph 285 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon maintains that the Virginia Personal Information Breach Notification Act speaks for itself and denies paragraph 285 of the Complaint to the extent that it misrepresents the Virginia Personal Information Breach Notification Act. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

286. Paragraph 286 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed at Amazon.

287. Paragraph 287 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient

knowledge or information to form a belief as to the truth of the allegations in paragraph 287 of the Complaint and on that basis denies them.

288. Paragraph 288 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 288 of the Complaint to the extent they are directed at Amazon.

289. Paragraph 289 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 289 of the Complaint.

290. Paragraph 290 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

291. Paragraph 291 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that the Complaint purports to seek relief under Va. Code Ann. § 18.2-186.6(I) and denies that Plaintiffs are entitled to any such relief.

CLAIMS ON BEHALF OF THE WASHINGTON SUBCLASS
COUNT 14
WASHINGTON DATA BREACH NOTICE ACT,

Wash. Rev. Code §§ 19.255.010, et seq.
Against All Defendants

292. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

293. Paragraph 293 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them to the extent they are directed at Amazon.

294. Paragraph 294 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 294 of the Complaint and on that basis denies them.

295. Paragraph 295 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon maintains that the Washington Data Breach Notice Act speaks for itself and denies paragraph 295 of the Complaint to the extent that it misrepresents the Washington Data Breach Notice Act. Amazon denies that Plaintiffs' characterization and paraphrasing of these documents is accurate and denies Plaintiffs' framing of these issues.

296. Paragraph 296 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 296 of the Complaint.

297. Paragraph 297 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

298. Paragraph 298 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

299. Paragraph 299 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits that the Complaint purports to seek relief under Wash. Rev. Code §§ 19.255.010(13)(a) and 19.255.010(13)(b) and denies that Plaintiffs are entitled to any such relief.

COUNT 15
WASHINGTON CONSUMER PROTECTION ACT

Wash. Rev. Code Ann. §§ 19.86.020, et seq.

300. Amazon incorporates by reference its answers to paragraphs 1 through 157 of the Complaint as though fully stated herein.

301. Paragraph 301 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon that Amazon.com, Inc. and Amazon Web Services, Inc. are corporations.

302. Paragraph 302 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 302 of the Complaint.

303. Paragraph 303 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 303 of the Complaint.

304. Paragraph 304 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

305. Paragraph 305 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon denies the remaining allegations of paragraph 305 of the Complaint.

306. Amazon maintains that the Washington Consumer Protection Act speaks for itself and denies Paragraph 306 of the Complaint to the extent that it misrepresents the Washington Consumer Protection Act. Paragraph 306 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them.

307. Paragraph 307 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon denies them. Amazon lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding Capital One in paragraph 307 of the Complaint and on that basis denies them. Amazon denies the remaining allegations of paragraph 307 of the Complaint.

308. Paragraph 308 of the Complaint contains argument and legal conclusions to which no response is required. To the extent a response is required, Amazon admits the Complaint purports to seek monetary and non-monetary relief and deny that Plaintiffs are entitled to any relief.

ANSWER TO PLAINTIFFS' PRAYER FOR RELIEF

Amazon denies that Plaintiffs or class members are entitled to the relief they request or any relief whatsoever individually or on behalf of the purported class. Amazon specifically denies each of the requests for relief enumerated in the Complaint.

JURY DEMAND

Amazon demands trial by jury on each purported claim for relief, cause of action, and affirmative defense at issue.

GENERAL DENIAL

Unless expressly admitted above, Amazon denies each and every allegation set forth in Plaintiffs' Complaint.

AFFIRMATIVE DEFENSES

Amazon further pleads the following separate and additional defenses to the Complaint. By pleading these defenses, Amazon does not in any way agree or concede that it has the burden of proof or persuasion on any of these claims or defenses or that it is liable for any claims against it.

FIRST DEFENSE
(Failure to State a Claim)

Each purported cause of action in the Complaint fails to state a claim upon which relief can be granted against Amazon.

SECOND DEFENSE
(Lack of Causation)

Plaintiffs' claims are barred, in whole or in part, to the extent that Amazon's conduct was not the actual or proximate cause of any alleged damage suffered by Plaintiffs.

THIRD DEFENSE
(Intervening, Superseding or Primary Cause)

Plaintiffs' and putative class's damages, if any, were caused by superseding or intervening causes, including the intentional criminal conduct of Paige Thompson, and thus any damages were not actually or proximately caused by Amazon.

FOURTH DEFENSE
(No Injury or Damages)

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not suffered any injury or damages as a result of Amazon's alleged conduct.

FIFTH DEFENSE
(Lack of Standing)

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs lack standing to bring some or all of their claims.

SIXTH DEFENSE
(Class Cannot Be Certified)

The purported class cannot be certified under Federal Rule of Civil Procedure 23 because the purported class, class representative, and/or class counsel fail to meet the typicality, commonality, adequacy, superiority, and/or predominance requirements for class actions.

SEVENTH DEFENSE
(Failure to Mitigate Damages)

For each purported cause of action, Plaintiffs and putative class members have failed to mitigate any damages or claimed harm complained of in the Complaint, if any.

EIGHTH DEFENSE
(Consent/Acquiescence)

Plaintiffs' and the putative class' express or implied consent to Capital One's storing of personal data on Amazon's cloud computing platform bars them from bringing claims.

NINTH DEFENSE
(Waiver/Release)

Each cause of action contained in the Complaint is barred because Plaintiffs and the putative class have waived the causes of action now asserted.

TENTH DEFENSE
(Estoppel)

On information and belief, Amazon alleges that Plaintiffs are estopped from asserting claims or seeking relief from Amazon as a result of Plaintiffs' conduct and activities with respect to the subject of this litigation.

ELEVENTH DEFENSE
(Lack of Knowledge)

Each purported cause of action in the Complaint is barred by Amazon's lack of knowledge regarding the configurations of the relevant components and contents of Capital One's cloud environment.

TWELFTH DEFENSE
(No Volitional Act)

Each purported cause of action contained in the Complaint is barred by the lack of any volitional act by Amazon resulting in any harm to Plaintiffs and the putative class.

THIRTEENTH DEFENSE
(Lack of Culpable Intent or Willfulness)

Each purported cause of action contained in the Complaint requiring the element of intent is barred because of the Plaintiffs' failure to show that Amazon engaged in any willful unlawful conduct or otherwise took any unlawful action with culpable intent.

FOURTEENTH DEFENSE
(Contractual Defenses)

Plaintiffs' claims are barred, in whole or in part, by the contractual terms they entered into with Capital One, as well as the terms of the contract between Capital One and Amazon.

FIFTEENTH DEFENSE
(Choice of Law)

Plaintiffs' claims are barred to the extent any cause of action lies outside of Virginia law and the doctrine of *lex loci delicti*. Virginia law applies because Virginia is the place where the last event related to the alleged tortious harm occurred. Plaintiffs foreign state law claims are barred because those laws do not apply to conduct occurring in Virginia.

SIXTEENTH DEFENSE
(No Injunctive or Declaratory Relief)

For each purported cause of action in the Complaint, Plaintiffs fail to properly state a claim for injunctive or declaratory relief.

SEVENTEETH DEFENSE
(No Punitive Damages)

To the extent Plaintiffs and the putative class members recover penalties in this action, they state no basis in the Complaint that would allow them to recover punitive damages.

EIGHTEENTH DEFENSE
(Excessive Fines)

To the extent Plaintiffs and the putative class members recover penalties in this action, they cannot recover a cumulative amount of damages (including statutory damages) that exceeds

the limitations on excessive fines under due process.

NINETEENTH DEFENSE
(Attorneys' Fees Improper)

The Complaint fails to state a cause of action or set forth facts sufficient to support a claim for attorneys' fees.

TWENTIETH DEFENSE
(Economic Loss Rule)

Plaintiffs' claims are barred, in whole or in part, by the economic loss rule and/or the source of duty rule.

TWENTY-FIRST DEFENSE
(Failure to Join Necessary Parties)

Plaintiffs' claims fail, in whole or in part, to the extent necessary and indispensable parties to this action have not been joined under Federal Rule of Civil Procedure 19, prohibiting this action from proceeding in equity and good conscience among the parties presently before the Court. Defendants specifically reserve the right to implead such parties.

TWENTY-SECOND DEFENSE
(Unconstitutionality)

Plaintiffs' claims under foreign state consumer protection or deceptive trade practice laws are barred by the Dormant Commerce Clause and the Due Process Clause of the United States Constitution.

TWENTY-THIRD DEFENSE
(Failure to Satisfy Statutory Conditions)

Plaintiffs' claims fail, in whole or in part, for failure to satisfy conditions precedent to suing under the laws on which Plaintiffs base some or all of their claims, including but not limited to Plaintiffs' failure to provide requisite written demands.

TWENTY-FOURTH DEFENSE
(No Recovery Exceeding Statutory Caps)

Plaintiffs are barred from recovering in excess of any statutory caps on punitive damages that may apply in this action, including, but not limited to, Fla. Stat. § 768.73, Tex. Civ. Prac. & Rem. § 41.008, and Va. Code § 8.01-38.1.

TWENTY-FIFTH DEFENSE
(Good Faith Compliance)

Amazon at all times acted in good faith and in compliance with applicable laws and regulations.

TWENTY-SIXTH DEFENSE
(Speculative Damages)

Plaintiffs' claims are barred because Plaintiffs' alleged damages, if any, were not reasonably foreseeable and because Plaintiffs' alleged damages are supported only with speculation and conjecture.

TWENTY-SEVENTH DEFENSE
(No Duty of Care)

Under applicable law, Amazon does not owe a common law duty of care to Plaintiffs.

TWENTY-EIGHTH DEFENSE
(No Retroactive Duty of Care)

Plaintiffs' negligence claims are barred because any common law duty of care recognized by the Court cannot be applied retroactively to conduct that occurred before the duty existed or was recognized.

TWENTY-NINTH DEFENSE
(Lack of Notice of Any Duty of Care)

Plaintiffs' negligence claim is barred by the Due Process Clause of the United States Constitution because Amazon lacked notice of a common law duty of care.

THIRTIETH DEFENSE
(Lack of Privity)

Plaintiffs' claims fail, in whole or in part, due to a lack of privity with Amazon.

THIRTY-FIRST DEFENSE
(No Representative Capacity for State Law Claims)

Plaintiffs' claims fail in part because Plaintiffs cannot maintain claims in a representative capacity under their state-law statutory causes of action.

THIRTY-SECOND DEFENSE
(No Private Right of Action)

Plaintiffs' claims fail to the extent the statutes or regulations upon which Plaintiffs rely do not provide individuals with a private right of action, including but not limited to Section 5 of the Federal Trade Commission Act and any "similar state statutes," which provide no private right of action or basis for any negligence *per se* claim.

THIRTY-THIRD DEFENSE
(Failure to Plead Fraud with Particularity)

Plaintiffs' Complaint fails to plead claims that sound in fraud with particularity.

RESERVATION OF ADDITIONAL DEFENSES

Amazon does not presently know all facts concerning the conduct and claims of Plaintiffs and the putative class sufficient to state all affirmative defenses at this time. Amazon will seek leave of this Court to amend this Answer should it later discover facts demonstrating the existence of additional affirmative defenses. Amazon reserves any and all additional affirmative defenses available to it.

DEMAND FOR JURY TRIAL

Amazon demands trial by jury on each purported claim for relief, cause of action, and affirmative defense at issue.

AMAZON'S PRAYER FOR RELIEF

WHEREFORE, Amazon prays for judgment with respect to Plaintiffs' Complaint and Amazon's defenses as follows:

- a. A judgment in Amazon's favor denying Plaintiffs all relief requested in the Complaint and dismissing the Complaint with prejudice;
- b. For an award of costs to Amazon; and
- c. Such other relief as the Court shall deem just and proper.

Respectfully submitted,

Dated: October 28, 2020

/s/ Robert R. Vieth

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*Counsel for Defendants Amazon.com, Inc. and
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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of October, 2020, the foregoing AMAZON DEFENDANTS' ANSWER TO THE SECOND AMENDED REPRESENTATIVE CONSUMER CLASS ACTION COMPLAINT was filed electronically with the Clerk of this Court using the CM/ECF system which will send a notice of electronic filing to all registered counsel of record.

/s/ Robert R. Vieth

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