

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

DONOVAN HARGRETT and MICHAEL
A. MATHIS,

Plaintiffs,

v.

AMAZON.com DEDC LLC,

Defendant.

and

MICHAEL AUSTIN

Plaintiff,

v.

Amazon.com, Inc., and Amazon.com
DEDC LLC,

Defendant.

CASE NO. 8:15-cv-2456-T-26EAJ

CASE NO. 8:15-cv-2588-T-26JSS

**DEFENDANT AMAZON.COM DEDC LLC'S ANSWER TO
PLAINTIFFS' SECOND AMENDED CONSOLIDATED CLASS ACTION
COMPLAINT**

Defendant Amazon.com DEDC LLC ("Amazon" or "Defendant") hereby files and serves its Answer and Affirmative Defenses to the Second Amended Class Action Complaint ("Complaint") filed by Plaintiffs Donovan Hargrett, Michael A. Mathis, and Michael Austin ("Plaintiffs").

RESPONSES TO PLAINTIFFS' PRELIMINARY STATEMENT

1. Amazon admits that it is a retailer and employs individuals across the United States. All remaining allegations in Paragraph 1 of the Complaint are denied.

2. Amazon admits that it is incorporated in Delaware, has its headquarters in Washington State, and conducts business in Ruskin, Florida, which is located in Hillsborough County. All remaining allegations in Paragraph 2 of the Complaint are denied.

3. Amazon admits only that it has a vendor conduct background checks with respect to some job applicants and employees and that, in some instances, it has used the results of those background checks in making an employment decision. All remaining allegations in Paragraph 3 of the Complaint are denied.

4. The statutory requirements referenced in Paragraph 4 of the Complaint speak for themselves and any characterization or description is denied. All remaining allegations in Paragraph 4 of the Complaint are conclusions of law, to which no response is required, and they are denied.

5. All allegations in Paragraph 5 of the Complaint, including all conclusions of law, are denied.

RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING CLASS CLAIMS FOR VIOLATIONS OF 15 U.S.C. § 1681b(b)(2)(A)

6. Amazon admits only that Plaintiffs applied for positions at Amazon through Salesforce.com. All remaining allegations in Paragraph 6 of the Complaint, including all conclusions of law, are denied.

7. Amazon admits only that Plaintiffs were provided the Disclosure Form (ECF No. 119-8 at 1). The remaining allegations in Paragraph 7 of the Complaint, including all conclusions of law, are denied. By way of further response, the Disclosure

Form referenced in Paragraph 7 of the Complaint is a document that speaks for itself and any characterization or description is denied.

8. The document referenced in Paragraph 8 of the Complaint speaks for itself, and Amazon denies any description or characterization of it. All remaining allegations in Paragraph 8 of the Complaint, including all conclusions of law, are denied.

9. The document referenced in Paragraph 9 of the Complaint speaks for itself, and Amazon denies any description or characterization of it. All remaining allegations in Paragraph 9 of the Complaint, including all conclusions of law, are denied.

10. The statutes referenced in Paragraph 10 of the Complaint speak for themselves and any characterization or description is denied. All remaining allegations in Paragraph 10 of the Complaint, including all conclusions of law, are denied.

11. Amazon specifically denies that the Disclosure Form referenced in Paragraph 11 of the Complaint consists of “five pages of []eye-straining tiny typeface writing.” Amazon further states that the Disclosure Form was viewable by applicants, including Plaintiffs, on a single screen and did not contain extraneous information. All remaining allegations in Paragraph 11 of the Complaint and its subparts, including all conclusions of law, are denied.

14. The decision referenced in Paragraph 14 of the Complaint speaks for itself and any description or characterization is denied. All remaining allegations in Paragraph 14 of the Complaint, including all conclusions of law, are denied.¹

¹ Plaintiffs’ Complaint does not include paragraphs numbered 12 and 13. For ease of reference, Amazon has omitted these numbers from its Answer.

15. All allegations in Paragraph 15 of the Complaint, including all conclusions of law, are denied.

16. All allegations in Paragraph 16 of the Complaint, including all conclusions of law, are denied.

17. All allegations in Paragraph 17 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute cited to in Paragraph 17 of the Complaint speaks for itself and any description or characterization is denied.

18. The allegations in Paragraph 18 of the Complaint, including all conclusions of law, are denied. By way of further response, the Advisory Opinion referenced in Paragraph 18 of the Complaint speaks for itself and any description or characterization is denied.

19. Amazon specifically denies that the Disclosure Form referenced in Paragraph 19 of the Complaint consisted of “five pages of []eye-straining tiny typeface writing.” Amazon further states that the Disclosure Form was viewable by applicants, including Plaintiffs, on a single screen and did not contain extraneous information. Amazon also specifically denies that the Disclosure Form contained a release. Amazon denies all other allegations in Paragraph 19 of the Complaint, including all conclusions of law. By way of further response, the “FCRA disclosure form” referenced in Paragraph 19 of the Complaint is a document that speaks for itself and any characterization or description is denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING
PLAINTIFFS' ALLEGED INFORMATIONAL INJURIES UNDER §
1681b(b)(2)(A)(i)**

21. All allegations in Paragraph 21 of the Complaint, including all conclusions of law, are denied. By way of further responses, the statute and decision referenced in Paragraph 21 of the Complaint speak for themselves and any characterization or description is denied.²

22. All allegations in Paragraph 22 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decisions referenced in Paragraph 22 of the Complaint speak for themselves and any characterization or description is denied.

23. All allegations in Paragraph 23 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 23 of the Complaint speak for themselves and any characterization or description is denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING
PLAINTIFFS' ALLEGED PRIVACY INJURIES UNDER § 1681b(b)(2)(A)(i)**

24. All allegations in Paragraph 24 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 24 of the Complaint speak for themselves and any characterization or description is denied.

² Plaintiffs' Complaint does not include a paragraph numbered 20. For ease of reference, Amazon has omitted this number from its Answer.

25. All allegations in Paragraph 25 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute referenced in Paragraph 25 of the Complaint speaks for itself and any characterization or description is denied.

26. All allegations in Paragraph 26 of the Complaint, including all conclusions of law, are denied.

27. The decision referenced in Paragraph 27 of the Complaint speaks for itself and any characterization or description is denied. By way of further response, Amazon specifically denies Plaintiffs' reading of that decision.

28. All allegations in Paragraph 28 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 28 of the Complaint speak for themselves and any characterization or description is denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING
PLAINTIFFS' ALLEGED PRIVACY INJURIES UNDER § 1681b(b)(2)(A)(i)(i)**

29. All allegations in Paragraph 29 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 29 of the Complaint speak for themselves and any characterization or description is denied.

30. Amazon admits only that the background checks it received on prospective applicants contained certain biographical information regarding the applicant, including his or her criminal background. All remaining allegations in Paragraph 30 of the Complaint, including all conclusions of law, are denied.

31. All allegations in Paragraph 31 of the Complaint, including all conclusions of law, are denied. The statute referenced in Paragraph 31 of the Complaint speaks for itself and any characterization or description is denied.

32. The decision referenced in Paragraph 32 of the Complaint speaks for itself and any characterization or description is denied. By way of further response, Amazon specifically denies Plaintiffs' reading of that decision.

33. All allegations in Paragraph 33 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 33 of the Complaint speak for themselves and any characterization or description is denied.

34. Amazon admits that Plaintiffs purport to assert claims against Amazon on behalf of themselves and the putative classes described in the Complaint, but denies that Plaintiffs have standing to do so or can succeed on their class allegations. All remaining allegations in Paragraph 34 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute and decision referenced in Paragraph 34 of the Complaint speak for themselves and any characterization or description is denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING
CLASS CLAIMS UNDER § 1681b(b)(3)(A)**

35. Amazon admits that Plaintiffs Hargrett and Mathis purport to bring a class claim 15 U.S.C. § 1681b(b)(3)(A), but denies that Plaintiffs Hargrett and Mathis have standing to bring or can succeed on such a claim. Amazon further admits that Accurate Background, Inc. ("Accurate") has prepared and furnished background check reports to

Amazon. All remaining allegations in the first Paragraph 35 of the Complaint, including all conclusions of law, are denied.

36. All allegations in Paragraph 36 of the Complaint, including all conclusions of law, are denied.

37. All allegations in Paragraph 37 of the Complaint, including all conclusions of law, are denied. The statute referenced in Paragraph 37 of the Complaint speaks for itself and any characterization or description is denied.

38. All allegations in Paragraph 38 of the Complaint, including all conclusions of law, are denied. The statute referenced in Paragraph 38 of the Complaint speaks for itself and any characterization or description is denied.

39. Amazon admits only that Accurate completed background checks on Plaintiffs Hargrett and Mathis. All other allegations in Paragraph 39 of the Complaint, including all conclusions of law, are denied.

40. All allegations in Paragraph 40 of the Complaint, including all conclusions of law, are denied.

41. Amazon admits only that Accurate sent letters to Plaintiffs Hargrett and Mathis on Amazon's behalf consistent with 18 U.S.C. § 1681b(b)(3). Those letters speak for themselves and any characterization or description is denied. All other allegations in Paragraph 41 of the Complaint, including all conclusions of law, are denied.

42. Amazon admits only that Accurate sent letters to Plaintiffs Hargrett and Mathis on Amazon's behalf consistent with 15 U.S.C. § 1681b(b)(3). Those letters speak

for themselves and any characterization or description is denied. All other allegations in Paragraph 42 of the Complaint, including all conclusions of law, are denied.

RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING THE PARTIES

43. Amazon is without sufficient knowledge to admit or deny allegations that Plaintiffs Hargrett and Austin currently reside within the Middle District of Florida. All remaining allegations in Paragraph 43 of the Complaint, including all conclusions of law, are denied.

44. Admitted.

RESPONSES TO PLAINTIFFS' ALLEGATIONS CONCERNING JURISDICTION AND VENUE

45. All allegations in Paragraph 45 of the Complaint are conclusions of law, to which no response is required, and they are denied. Amazon denies that Plaintiffs have standing to assert their claims against Amazon.

46. Amazon admits only that it conducts business in Ruskin, Florida, which is located in Hillsborough County, and that Plaintiffs Hargrett and Austin applied to work at a Fulfillment Center in Ruskin, Florida. Amazon is without sufficient information to admit or deny whether Plaintiffs currently reside in the Middle District of Florida and, therefore, denies those allegations. The remaining allegations in Paragraph 46 of the Complaint are conclusions of law, to which no response is required, and they are denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS REGARDING DEFENDANT'S
BUSINESS PRACTICES**

47. Amazon admits only that it procures background checks from vendors with respect to some job applicants and employees. The remaining allegations in Paragraph 47 of the Complaint are denied.

48. Amazon admits only that it procures background checks from Accurate with respect to some job applicants and employees. The remaining allegations in Paragraph 48 of the Complaint are denied.

49. The allegations in Paragraph 49 of the Complaint are conclusions of law, to which no response is required, and they are denied.

50. All allegations in Paragraph 50 of the Complaint, including all conclusions of law, are denied.

51. The statute referenced in the Paragraph 51 of the Complaint speaks for itself, and any characterization or description is denied.

52. All allegations in Paragraph 52 of the Complaint, including all conclusions of law, are denied.

53. All allegations in Paragraph 53 of the Complaint, including all conclusions of law, are denied. By way of further response, the decisions referenced in Paragraph 53 speak for themselves, and any characterization or description is denied.

54. All allegations in Paragraph 54 of the Complaint, including all conclusions of law, are denied.

55. All allegations in Paragraph 55 of the Complaint, including all conclusions of law, are denied.

**RESPONSES TO PLAINTIFFS' ALLEGATIONS REGARDING APPLICATION
PROCESS AND DATES**

56. Amazon admits only that Plaintiff Hargrett applied online to work at a service center in Ruskin, Florida around July 2015. All remaining allegations in Paragraph 56 are denied.

57. Amazon admits only that Plaintiff Austin applied online to work at a service center in Ruskin, Florida. All remaining allegations in Paragraph 57 are denied.

58. Amazon admits only that Plaintiff Mathis applied online to work at an Amazon location in Florida around November 2015. All remaining allegations in Paragraph 58 are denied.

59. Amazon admits that it obtained background checks on Plaintiffs from Accurate. The remaining allegations in Paragraph 59, including the legal conclusions that the background checks were “consumer reports” and that Accurate is a “consumer reporting agency,” are denied.

RESPONSES TO PLAINTIFFS' CLASS ACTION ALLEGATIONS

60. Amazon admits that Plaintiffs purport to bring claims on behalf of a putative class referred to as the “Disclosure Form Class” in Paragraph 60. Amazon denies that the class definition is proper, that class treatment is appropriate, or that Plaintiffs’ claims can be maintained on behalf of any putative class. All remaining allegations in Paragraph 60 of the Complaint are denied.

61. Amazon admits that Plaintiffs Hargrett and Mathis purport to bring claims on behalf of a putative class referred to as the “Adverse Action Class” in Paragraph 61. Amazon denies that the class definition is proper, that class treatment is appropriate, or

that Plaintiffs' claims can be maintained on behalf of any putative class. All remaining allegations in Paragraph 61 of the Complaint are denied.

62. All allegations in Paragraph 62 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

63. All allegations in Paragraph 63 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

64. All allegations in Paragraph 64 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

65. All allegations in Paragraph 65 of the Complaint and its subparts, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action and that common questions of law and fact exist.

66. All allegations in Paragraph 66 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

67. All allegations in Paragraph 67 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

68. All allegations in Paragraph 68 of the Complaint, including all conclusions of law, are denied. Amazon denies that class treatment is appropriate in this action.

69. Paragraph 69 of the Complaint contains a statement as to Plaintiffs' intent, to which no response is required. To the extent any response is required, the allegations of Paragraph 69 of the Complaint are denied.

RESPONSES TO PLAINTIFFS' FIRST CLASS CLAIM FOR RELIEF
Alleged Failure to Make Proper Disclosure in Violation of 15 U.S.C. §
1681b(b)(2)(A)(i)
(Plaintiffs and the Putative Disclosure Form Class)

70. Amazon incorporates by reference its answers in Paragraphs 1 through 69 of the Complaint as though fully set forth herein.

71. All allegations in Paragraph 71 of the Complaint, including all conclusions of law, are denied. By way of further answer, the statute referenced in Paragraph 71 of the Complaint speaks for itself and any characterization or description is denied.

72. All allegations in Paragraph 72 of the Complaint, including all conclusions of law, are denied. The statutory requirements referenced in Paragraph 72 of the Complaint speak for themselves and any characterization or description is denied.

73. Amazon admits only that it hired Accurate to procure background checks on Plaintiffs. All remaining allegations in Paragraph 73 of the Complaint, including all conclusions of law, are denied.

74. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate makes available to its “customers,” and, therefore, denies those allegations. By way of further response, the statute, website, and the other alleged “materials” referenced in Paragraph 74 of the Complaint speak for themselves and any characterization or description is denied. All remaining allegations in Paragraph 74 are denied.

75. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate provides to “all of its clients” and, therefore, denies those allegations. By way of further response, the statute referenced in Paragraph 75 speaks of

itself and any characterization or description is denied. All remaining allegations in Paragraph 75 of the Complaint, including all conclusions of law, are denied.

76. Amazon admits only that when Plaintiffs applied to work for Amazon, the FCRA and certain FTC staff opinions and federal district court decisions regarding the FCRA were in existence. All remaining allegations in Paragraph 76 of the Complaint, including all conclusions of law, are denied.

77. Amazon admits only that it had counsel when Plaintiffs applied to work for Amazon. All remaining allegations in Paragraph 77 of the Complaint, including all conclusions of law, are denied.

78. Amazon admits only that it was party to the *Williams* action, captioned *Williams et al. v. Amazon.Com, Inc., et al.*, Case No.: 2:15-cv-00542 (N.D. Ill) (the “*Williams* Action”), as referenced in Paragraph 78 of Complaint. The complaint filed in the *Williams* Action speaks for itself and any description or characterization is denied. All remaining allegations in Paragraph 78 of the Complaint, including all conclusions of law, are denied.

79. Amazon admits only that it is a corporation with access to legal advice. Amazon is without sufficient knowledge to admit or deny the allegations concerning unidentified publications by Accurate and, therefore, denies those allegations. All remaining allegations in Paragraph 79 of the Complaint and its subparts, including all conclusions of law, are denied.

80. All allegations in Paragraph 80 of the Complaint, including all conclusions of law, are denied.

81. All allegations in Paragraph 81 of the Complaint, including all conclusions of law, are denied.

82. Amazon denies that Plaintiffs or any of the putative class members are entitled to any relief, including the relief sought in the Wherefore Clause (including subparts A through G) in Paragraph 82 of the Complaint.

RESPONSES TO PLAINTIFFS' SECOND CLASS CLAIM FOR RELIEF
Alleged Failure to Obtain Proper Authorization in Violation of 15 U.S.C. §
1681b(b)(2)(A)(ii)
(Plaintiff and the Putative Disclosure Form Class)

83. Amazon incorporates by reference its answers in Paragraphs 1 through 82 of the Complaint as though fully set forth herein.

84. All allegations in Paragraph 84 of the Complaint, including all conclusions of law, are denied.

85. Amazon admits only that it hired Accurate to procure background checks on Plaintiffs. All remaining allegations in Paragraph 85 of the Complaint, including all conclusions of law, are denied.

86. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate makes available to its “customers,” and, therefore, denies those allegations. By way of further response, the statute, website, and the other alleged “materials” referenced in Paragraph 86 of the Complaint speak for themselves and any characterization or description is denied. All remaining allegations in Paragraph 86 are denied.

87. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate provides to “all of its clients” and, therefore, denies those

allegations. By way of further reasons, the statute referenced in Paragraph 87 speaks of itself and any characterization or description is denied. All remaining allegations in Paragraph 87 of the Complaint, including all conclusions of law, are denied.

88. Amazon admits only that when Plaintiffs applied to work for Amazon, the FCRA and certain FTC staff opinions and federal district court decisions regarding the FCRA were in existence. All remaining allegations in Paragraph 88 of the Complaint, including all conclusions of law, are denied.

89. Amazon admits only that Amazon had counsel at the time Plaintiffs applied to work for Amazon. All remaining allegations in Paragraph 89 of the Complaint, including all conclusions of law, are denied.

90. Amazon admits only that it was party to the *Williams* Action, as referenced in Paragraph 90 of Complaint. The complaint filed in the *Williams* Action speaks for itself and any description or characterization is denied. All remaining allegations in Paragraph 90 of the Complaint, including all conclusions of law, are denied.

91. Amazon admits only that it is a corporation with access to legal advice. Amazon is without sufficient knowledge to admit or deny the allegations concerning unidentified publications by Accurate and, therefore, denies those allegations. All remaining allegations in Paragraph 91 of the Complaint and its subparts, including all conclusions of law, are denied.

92. All allegations in Paragraph 92, including all conclusions of law, are denied.

93. All allegations in Paragraph 93, including all conclusions of law, are denied.

94. Amazon denies that Plaintiffs or any of the putative class members are entitled to any relief, including the relief sought in the Wherefore Clause (including subparts A through G) in Paragraph 94 of the Complaint.

RESPONSES TO PLAINTIFFS' THIRD CLASS CLAIM FOR RELIEF
Alleged Violation of 15 U.S.C. § 1681b(b)(3)(A)
(Plaintiffs Hargrett and Mathis and the Putative Adverse Action Class)

95. Amazon admits only that it obtained a background check from Accurate on Plaintiffs Hargrett and Mathis. All remaining allegations in Paragraph 95 of the Complaint are denied.

96. Amazon is without sufficient information to admit or deny whether Plaintiff Hargrett accessed Amazon's website to check on his application status, and, therefore, Amazon denies those allegations. The remaining allegations in Paragraph 96 of the Complaint are denied.

97. Amazon is without sufficient information to admit or deny the allegations in Paragraph 97, and, therefore, Amazon denies those allegations.

98. Amazon is without sufficient information to admit or deny the allegations in Paragraph 98, and, therefore, Amazon denies those allegations.

99. All allegations in Paragraph 99 of the Complaint, including all conclusions of law, are denied.

100. Amazon admits only that it obtained a background check from Accurate on Plaintiff Mathis and that the background check report requested included a charge for

possession of cocaine. All remaining allegations in Paragraph 100 of the Complaint, including all conclusions of law, are denied.

101. Amazon admits only that Amazon complied with 15 U.S.C. § 1681b(b)(3). All remaining allegations in Paragraph 101 of the Complaint, including all conclusions of law, are denied.

102. All allegations in Paragraph 102 of the Complaint, including all conclusions of law, are denied.

103. All allegations in Paragraph 103 of the Complaint, including all conclusions of law, are denied. By way of further response, the statutory requirements referenced in Paragraph 103 of the Complaint speak for themselves and any characterization or description is denied.

104. All allegations in Paragraph 104 of the Complaint, including all conclusions of law, are denied.

105. All allegations in Paragraph 105 of the Complaint, including all conclusions of law, are denied.

106. All allegations in Paragraph 106 of the Complaint, including all conclusions of law, are denied. By way of further response, the statute referenced in Paragraph 106 of the Complaint speaks for itself and any characterization or description is denied.

107. Amazon admits only that it retained Accurate to assist in sending pre-adverse action notices to applicants on its behalf, when appropriate, and that Amazon

complied with 15 U.S.C. § 1681b(b)(3). All remaining allegations in Paragraph 107 of the Complaint, including all conclusions of law, are denied.

108. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate makes available to its “customers,” and, therefore, denies those allegations. By way of further response, the statute, website, and the other alleged “materials” referenced in Paragraph 108 of the Complaint speak for themselves and any characterization or description is denied. All remaining allegations in Paragraph 108 are denied.

109. Amazon is without sufficient knowledge to admit or deny the allegations pertaining to what Accurate provides to “all of its clients” and, therefore, denies those allegations. By way of further response, the statute referenced in Paragraph 109 speaks of itself and any characterization or description is denied. All remaining allegations in Paragraph 109 of the Complaint, including all conclusions of law, are denied.

110. Amazon admits only that when Plaintiffs applied to work for Amazon, the FCRA and certain FTC staff opinions and federal district court decisions regarding the FCRA were in existence. All remaining allegations in Paragraph 110 of the Complaint, including all conclusions of law, are denied.

111. Amazon admits only that it is a corporation with access to legal advice. Amazon is without sufficient knowledge to admit or deny the allegations concerning unidentified publications by Accurate and, therefore, denies those allegations. All remaining allegations in Paragraph 111 of the Complaint and its subparts, including all conclusions of law, are denied.

112. All allegations in Paragraph 112, including all conclusions of law, are denied.

113. All allegations in Paragraph 113, including all conclusions of law, are denied.

114. All allegations in Paragraph 114, including all conclusions of law, are denied.

115. Amazon denies that Plaintiffs or any of the putative class members are entitled to any relief, including the relief sought in the Wherefore Clause (including subparts A through G) in Paragraph 115 of the Complaint.

RESPONSE TO DEMAND FOR JURY TRIAL

Amazon demands a trial by jury in this action on all issues so triable. Any allegations in the Complaint that were not specifically admitted are hereby denied.

AFFIRMATIVE DEFENSES

By asserting the following affirmative defenses below, Amazon does not assume any burden of proof that is not imposed by applicable law.

First Defense

The Complaint fails to state a claim for which Plaintiffs are entitled to relief.

Second Defense

Plaintiffs lack standing under Article III to bring any of their claims. Among other things, Plaintiffs cannot show an injury-in-fact or any connection between any alleged injury and the conduct complained of in the Complaint.

Third Defense

Amazon is not liable to Plaintiffs because Amazon did not willfully fail to comply with any FCRA requirements.

Fourth Defense

Plaintiffs' claims are barred or limited, in whole or in part, because they have suffered no damages as a result of the matters alleged in the Complaint.

Fifth Defense

No act by Amazon or by any person or entity for which Amazon was responsible was the cause of any injury in fact, damages, or loss of money or property alleged by Plaintiffs.

Sixth Defense

Amazon is not liable for any damages, including any punitive damages, because its reading of its obligations under the FCRA is not objectively unreasonable and it did not act with the requisite scienter to impose damages.

Seventh Defense

To the extent Plaintiffs and/or the putative class seeks actual damages from Amazon, any such claim for damages is barred by the failure to mitigate damages.

Eighth Defense

This action cannot be maintained as a class action because the certification and maintenance of this action as a class would violate Amazon's due process rights.

Ninth Defense

This action cannot be maintained as a class action because Plaintiffs seek to certify a putative class that consists of members who lack Article III standing and have not suffered any injury-in-fact as a result of any Amazon act or omission.

Tenth Defense

This action cannot be maintained as a class action because the named Plaintiffs and the putative class cannot satisfy the requirements of Fed. R. Civ. P. 23.

Eleventh Defense

This action cannot be maintained as a class action because the questions of fact at issue are not common to the alleged class, but rather, are highly specific and will vary dramatically from person to person, and because class membership is not ascertainable.

Twelfth Defense

This action cannot be maintained as a class action because class certification would violate Amazon's rights as provided by the Fifth, Seventh, and Fourteenth Amendments to the United States Constitution, including but not limited to, Amazon's right to procedural and substantive safeguards, which include traditional defenses to liability.

Thirteenth Defense

This action cannot be maintained as a class action because the statutory damages that Plaintiffs seek would be disproportionate to the harm alleged or suffered by putative class members and would be unconstitutionally excessive.

Fourteenth Defense

Amazon is not liable to Plaintiffs because Amazon followed reasonable procedures and otherwise made good faith efforts to comply with the FCRA.

Fifteenth Defense

Amazon is not liable because 15 U.S.C. § 1681b(b)(2)(i)-(ii) and § 1681b(b)(3) are unenforceable, in whole or in part, because they are unconstitutionally vague and ambiguous.

Sixteenth Defense

Amazon is not liable for any individual or class claims to the extent they fall within the exemption in 15 U.S.C. § 1681a(y)(1) of the FCRA because, among other things, Amazon obtained the background checks in connection with an investigation of suspected misconduct relating to employment, compliance with federal, state or local laws and regulations, the rules of a self-regulatory organization, or preexisting written policies.

Seventeenth Defense

The Court lacks personal jurisdiction over Amazon with respect to the claim of any putative class members who did not apply for a job with Amazon in Florida and/or who did not suffer any alleged injury in Florida.

Eighteenth Defense

Amazon hereby gives notice that it intends to rely upon any other additional defense(s) that is now or may become available, or appear during, or as a result of discovery proceedings in this action, and hereby reserves its right to amend its Answer to

assert such defense(s). Amazon also reserves the right to assert such other and related defenses as may become available in the event of a determination that the action or some part thereof is governed by the substantive law of any State whose law is or becomes relevant in the course of this action.

Prayer for Relief

WHEREFORE, Amazon requests judgment in its favor dismissing the Complaint in its entirety with prejudice, together with costs and any other relief that the Court deems just and proper.

Dated: June 25, 2018

/s/ Brian M. Ercole
Brian M. Ercole, (Fla.Bar No. 0102189)
Morgan, Lewis & Bockius LLP
200 South Biscayne Blvd., Suite 5300
Miami, FL 33131
Telephone: 305.415.3416
Facsimile: 305.415.3001
brian.ercole@morganlewis.com

Gregory T. Parks (admitted *pro hac vice*)
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Telephone: 215.963.5170
Facsimile: 215.963.5001
gregory.parks@morganlewis.com

Paul C. Evans (admitted *pro hac vice*)
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Telephone: 215.963.5431
Facsimile: 215.963.5001
paul.evans@morganlewis.com

John Lee (admitted *pro hac vice*)
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Telephone: 215.963.5210
Facsimile: 215.963.5001
w.john.lee@morganlewis.com

Jacqueline C. Gorbey (admitted *pro hac vice*)
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Telephone: 215.963.5486
Facsimile: 215.963.5001
jacqueline.gorbey@morganlewis.com

Attorneys for Defendant Amazon.com DEDC LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2018, I electronically filed the foregoing with the Clerk of the Court through the CM/ECF system, which will send a notice of electronic filing to counsel for all parties of record.

/s/ Brian M. Ercole
Brian M. Ercole