

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE GREYLOCK MCKINNON
ASSOCIATES DATA SECURITY
INCIDENT LITIGATION

C.A. No. 1:24-CV-10797-DJC

**DEFENDANT’S ANSWER AND DEFENSES TO
CONSOLIDATED AMENDED COMPLAINT**

Defendant Greylock McKinnon Associates, Inc. (“GMA”) responds to the numbered paragraphs in the Consolidated Amended Complaint (ECF Doc. 20) as follows:

INTRODUCTION¹

1. GMA admits the allegations in Paragraph 1.
2. GMA admits that, from time to time, it received some personal information and some information that might be considered health-related information regarding individuals in the course of its business. GMA denies the remaining allegations in Paragraph 2.
3. GMA admits that it was the victim of a cyberattack and determined on or about February 5, 2024 that the cyberattack may have affected the personal information of some individuals. GMA denies the remaining allegations in Paragraph 3.
4. GMA admits that the cyberattack began on or about May 30, 2023 and that on or about February 5, 2024, GMA determined that the cyberattack may have affected the personal information of some individuals. GMA denies the remaining allegations in Paragraph 4.

¹ The headings in the Consolidated Amended Complaint are reproduced for convenience only. GMA denies all factual allegations contained in the headings.

5. GMA admits that it sent a notice letter to certain individuals whose personal information was potentially affected by the cyberattack on or about February 23, 2024. GMA denies the remaining allegations in Paragraph 5.

6. GMA denies the allegations in Paragraph 6.

7. GMA denies the allegations in Paragraph 7.

8. GMA denies the allegations in Paragraph 8.

9. GMA denies the allegations in Paragraph 9.

10. GMA denies the allegations in Paragraph 10.

11. The allegations in Paragraph 11 state the nature of Plaintiffs' claims and state legal conclusions to which no response by GMA is required. To the extent that response by GMA is required, GMA denies the allegations in Paragraph 11.

12. GMA denies the allegations in Paragraph 12.

PARTIES

13. GMA is without information sufficient to admit or deny the allegations in Paragraph 13, and therefor leaves Plaintiffs to their proof.

14. GMA is without information sufficient to admit or deny the allegations in Paragraph 14, and therefor leaves Plaintiffs to their proof.

15. GMA is without information sufficient to admit or deny the allegations in Paragraph 15, and therefor leaves Plaintiffs to their proof.

16. GMA is without information sufficient to admit or deny the allegations in Paragraph 16, and therefor leaves Plaintiffs to their proof.

17. GMA is without information sufficient to admit or deny the allegations in Paragraph 17, and therefor leaves Plaintiffs to their proof.

18. GMA is without information sufficient to admit or deny the allegations in Paragraph 18, and therefor leaves Plaintiffs to their proof.

19. GMA is without information sufficient to admit or deny the allegations in Paragraph 19, and therefor leaves Plaintiffs to their proof.

20. GMA is without information sufficient to admit or deny the allegations in Paragraph 20, and therefor leaves Plaintiffs to their proof.

21. GMA is without information sufficient to admit or deny the allegations in Paragraph 21, and therefor leaves Plaintiffs to their proof.

22. GMA is without information sufficient to admit or deny the allegations in Paragraph 22, and therefor leaves Plaintiffs to their proof.

23. GMA is without information sufficient to admit or deny the allegations in Paragraph 23, and therefor leaves Plaintiffs to their proof.

24. GMA is without information sufficient to admit or deny the allegations in Paragraph 24, and therefor leaves Plaintiffs to their proof.

25. GMA is without information sufficient to admit or deny the allegations in Paragraph 25, and therefor leaves Plaintiffs to their proof.

26. GMA is without information sufficient to admit or deny the allegations in Paragraph 26, and therefor leaves Plaintiffs to their proof.

27. GMA admits the allegation in Paragraph 27.

JURISDICTION & VENUE

28. The allegations in the first sentence of Paragraph 28 contain legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA admits that the jurisdiction is proper in this Court.

29. GMA admits that its principal place of business is within this district and that it regularly conducts business in Massachusetts. GMA is without information sufficient to admit or deny the remaining allegations in Paragraph 29 and therefore leaves Plaintiffs to their proof.

30. GMA admits that its principal place of business is within this district. GMA is without information sufficient to admit or deny the remaining allegations in Paragraph 30 and therefore leaves Plaintiffs to their proof.

FACTUAL ALLEGATIONS

Defendant's Business

31. To the extent that Paragraph 31 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise admits the allegations in the first sentence of Paragraph 31 and denies the allegations in the second sentence of Paragraph 31 as stated.

32. GMA admits that, from time to time, it received personal information regarding individuals in the course of its business. GMA denies the remaining allegations in Paragraph 32.

33. GMA denies the allegations in Paragraph 33 as stated.

34. GMA denies the allegations in the first sentence of Paragraph 34. GMA is without information sufficient to admit or deny the allegations in the second sentence of Paragraph 34 and therefore leaves Plaintiffs to their proof

35. GMA denies the allegations in Paragraph 35.

The Data Breach

36. GMA admits that, from time to time, it received personal information regarding individuals in the course of its business. GMA denies the remaining allegations in Paragraph 36.

37. The allegations in the first sentence of Paragraph 37 contain legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 37.

38. To the extent that Paragraph 38 purports to quote from a letter, such letter speaks for itself and GMA refers the Court to such letter for a full and complete recitation of the contents thereof. To the extent a response by GMA is required, GMA admits that it sent a notice letter to certain individuals whose personal information was potentially affected by the cyberattack on or about February 23, 2024. GMA denies the remaining allegations in Paragraph 38.

39. To the extent that Paragraph 39 relates to a letter, such letter speaks for itself and GMA refers the Court to such letter for a full and complete recitation of the contents thereof. To the extent a response by GMA is required, GMA admits that it sent a notice letter to certain individuals whose personal information was potentially affected by the cyberattack on or about February 23, 2024. GMA denies the remaining allegations in Paragraph 39.

40. GMA denies the allegations in Paragraph 40.

41. GMA denies the allegations in Paragraph 41.

42. GMA denies the allegations in Paragraph 42.

43. To the extent that Paragraph 43 purports to quote from a document, such documents speaks for itself and GMA refers the Court to the documents for a full and complete recitation of the contents thereof. GMA otherwise denies the allegations in Paragraph 43.

44. To the extent that Paragraph 44 purports to quote from a document, such documents speaks for itself and GMA refers the Court to the documents for a full and complete recitation of the contents thereof. GMA otherwise denies the allegations in Paragraph 44.

45. GMA admits that it offered one year of complimentary credit monitoring to persons whose personal information was potentially affected by the cyberattack. GMA denies the remaining allegations in Paragraph 45.

46. GMA denies the allegations in Paragraph 46.

47. GMA is without information sufficient to admit or deny the allegations in Paragraph 47, and therefor leaves Plaintiffs to their proof.

48. GMA denies the allegations in Paragraph 48.

The Value of Private Information

49. GMA is without information sufficient to admit or deny the allegations in Paragraph 49, and therefor leaves Plaintiffs to their proof.

50. To the extent that Paragraph 50 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 50, and therefor leaves Plaintiffs to their proof.

51. To the extent that Paragraph 51 purports to paraphrase websites, such websites speak for themselves and GMA refers the Court to such websites for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 51, and therefor leaves Plaintiffs to their proof.

52. GMA is without information sufficient to admit or deny the allegations in Paragraph 52, and therefor leaves Plaintiffs to their proof.

53. To the extent that Paragraph 53 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of

the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 53, and therefor leaves Plaintiffs to their proof.

54. To the extent that Paragraph 54 purports to quote from websites, such websites speak for themselves and GMA refers the Court to such websites for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 54, and therefor leaves Plaintiffs to their proof.

55. GMA is without information sufficient to admit or deny the allegations in Paragraph 55, and therefor leaves Plaintiffs to their proof.

56. To the extent that Paragraph 56 purports to quote from court decisions, such decision speak for themselves and GMA refers the Court to such decisions for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 56, and therefor leaves Plaintiffs to their proof.

57. To the extent that Paragraph 57 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 57, and therefor leaves Plaintiffs to their proof.

58. GMA is without information sufficient to admit or deny the allegations in Paragraph 58, and therefor leaves Plaintiffs to their proof.

59. To the extent that Paragraph 59 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 59, and therefor leaves Plaintiffs to their proof.

60. To the extent that Paragraph 60 purports to quote from websites, such websites speak for themselves and GMA refers the Court to such websites for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 60, and therefor leaves Plaintiffs to their proof.

61. GMA is without information sufficient to admit or deny the allegations in Paragraph 61, and therefor leaves Plaintiffs to their proof.

Cyberattacks Put Consumers at an Increased Risk of Fraud and Identity Theft

62. GMA is without information sufficient to admit or deny the allegations in Paragraph 62, and therefor leaves Plaintiffs to their proof.

63. GMA is without information sufficient to admit or deny the allegations in Paragraph 63, and therefor leaves Plaintiffs to their proof.

64. GMA is without information sufficient to admit or deny the allegations in Paragraph 64, and therefor leaves Plaintiffs to their proof.

65. GMA is without information sufficient to admit or deny the allegations in Paragraph 65, and therefor leaves Plaintiffs to their proof.

66. GMA is without information sufficient to admit or deny the allegations in Paragraph 66, and therefor leaves Plaintiffs to their proof.

The Data Breach Was a Foreseeable Risk of Which Defendant was on Notice

67. GMA is without information sufficient to admit or deny the allegations in Paragraph 67, and therefor leaves Plaintiffs to their proof.

68. GMA is without information sufficient to admit or deny the allegations in Paragraph 68 to the extent they do not relate to GMA, and therefor leaves Plaintiffs to their proof. To the extent the allegations in Paragraph 68 relate to GMA, they are denied.

69. GMA is without information sufficient to admit or deny the allegations in Paragraph 69, and therefor leaves Plaintiffs to their proof.

70. GMA is without information sufficient to admit or deny the allegations in Paragraph 70 to the extent they do not relate to GMA, and therefor leaves Plaintiffs to their proof. To the extent the allegations in Paragraph 70 relate to GMA, they are denied.

71. To the extent that Paragraph 71 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 71, and therefor leaves Plaintiffs to their proof.

72. GMA denies the allegations in Paragraph 72.

73. GMA denies the allegations in Paragraph 73.

74. To the extent that Paragraph 74 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 74, and therefor leaves Plaintiffs to their proof.

75. To the extent that Paragraph 75 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 75, and therefor leaves Plaintiffs to their proof.

76. To the extent that Paragraph 76 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 76, and therefor leaves Plaintiffs to their proof.

77. GMA denies the allegations in Paragraph 77.

78. GMA denies the allegations in Paragraph 78.

79. GMA denies the allegations in Paragraph 79.

80. GMA denies the allegations in Paragraph 80.

Plaintiff Tim Isaac's Experience and Injuries

81. GMA is without information sufficient to admit or deny the allegations in Paragraph 81, and therefor leaves Plaintiffs to their proof.

82. GMA is without information sufficient to admit or deny the allegations in Paragraph 82, and therefor leaves Plaintiffs to their proof.

83. GMA is without information sufficient to admit or deny the allegations in Paragraph 83, and therefor leaves Plaintiffs to their proof.

84. GMA is without information sufficient to admit or deny the allegations in Paragraph 84, and therefor leaves Plaintiffs to their proof.

85. GMA is without information sufficient to admit or deny the allegations in Paragraph 85, and therefor leaves Plaintiffs to their proof.

86. GMA is without information sufficient to admit or deny the allegations in Paragraph 86, and therefor leaves Plaintiffs to their proof.

87. GMA is without information sufficient to admit or deny the allegations in Paragraph 87, and therefor leaves Plaintiffs to their proof.

Plaintiff Mary Isaac's Experience and Injuries

88. GMA is without information sufficient to admit or deny the allegations in Paragraph 88, and therefor leaves Plaintiffs to their proof.

89. GMA is without information sufficient to admit or deny the allegations in Paragraph 89, and therefor leaves Plaintiffs to their proof.

90. GMA is without information sufficient to admit or deny the allegations in Paragraph 90, and therefor leaves Plaintiffs to their proof.

91. GMA is without information sufficient to admit or deny the allegations in Paragraph 91, and therefor leaves Plaintiffs to their proof.

92. GMA is without information sufficient to admit or deny the allegations in Paragraph 92, and therefor leaves Plaintiffs to their proof.

93. GMA is without information sufficient to admit or deny the allegations in Paragraph 93, and therefor leaves Plaintiffs to their proof.

Plaintiff Wooten Jr.'s Experience and Injuries

94. GMA is without information sufficient to admit or deny the allegations in Paragraph 94, and therefor leaves Plaintiffs to their proof.

95. GMA is without information sufficient to admit or deny the allegations in Paragraph 95, and therefor leaves Plaintiffs to their proof.

96. GMA is without information sufficient to admit or deny the allegations in Paragraph 96, and therefor leaves Plaintiffs to their proof.

97. GMA is without information sufficient to admit or deny the allegations in Paragraph 97, and therefor leaves Plaintiffs to their proof.

98. GMA is without information sufficient to admit or deny the allegations in Paragraph 98, and therefor leaves Plaintiffs to their proof.

99. GMA is without information sufficient to admit or deny the allegations in Paragraph 99, and therefor leaves Plaintiffs to their proof

Plaintiff McFadden's Experience and Injuries

100. GMA is without information sufficient to admit or deny the allegations in Paragraph 100, and therefor leaves Plaintiffs to their proof.

101. GMA is without information sufficient to admit or deny the allegations in Paragraph 101, and therefor leaves Plaintiffs to their proof.

102. GMA is without information sufficient to admit or deny the allegations in Paragraph 102, and therefor leaves Plaintiffs to their proof.

103. GMA is without information sufficient to admit or deny the allegations in Paragraph 103, and therefor leaves Plaintiffs to their proof.

104. GMA is without information sufficient to admit or deny the allegations in Paragraph 104, and therefor leaves Plaintiffs to their proof.

105. GMA is without information sufficient to admit or deny the allegations in Paragraph 105, and therefor leaves Plaintiffs to their proof.

Plaintiff Robertson's Experience and Injuries

106. GMA is without information sufficient to admit or deny the allegations in Paragraph 106, and therefor leaves Plaintiffs to their proof.

107. GMA is without information sufficient to admit or deny the allegations in Paragraph 107, and therefor leaves Plaintiffs to their proof.

108. GMA is without information sufficient to admit or deny the allegations in Paragraph 108, and therefor leaves Plaintiffs to their proof.

109. GMA is without information sufficient to admit or deny the allegations in Paragraph 109, and therefor leaves Plaintiffs to their proof.

110. GMA is without information sufficient to admit or deny the allegations in Paragraph 110, and therefor leaves Plaintiffs to their proof.

111. GMA is without information sufficient to admit or deny the allegations in Paragraph 111, and therefor leaves Plaintiffs to their proof.

Plaintiff Gunther's Experience and Injuries

112. GMA is without information sufficient to admit or deny the allegations in Paragraph 112, and therefor leaves Plaintiffs to their proof.

113. GMA is without information sufficient to admit or deny the allegations in Paragraph 113, and therefor leaves Plaintiffs to their proof.

114. GMA is without information sufficient to admit or deny the allegations in Paragraph 114, and therefor leaves Plaintiffs to their proof.

115. GMA is without information sufficient to admit or deny the allegations in Paragraph 115, and therefor leaves Plaintiffs to their proof.

116. GMA is without information sufficient to admit or deny the allegations in Paragraph 116, and therefor leaves Plaintiffs to their proof.

117. GMA is without information sufficient to admit or deny the allegations in Paragraph 117, and therefor leaves Plaintiffs to their proof.

118. GMA is without information sufficient to admit or deny the allegations in Paragraph 118, and therefor leaves Plaintiffs to their proof.

Plaintiff Zalewski's Experience and Injuries

119. GMA is without information sufficient to admit or deny the allegations in Paragraph 119, and therefor leaves Plaintiffs to their proof.

120. GMA is without information sufficient to admit or deny the allegations in Paragraph 120, and therefor leaves Plaintiffs to their proof.

121. GMA is without information sufficient to admit or deny the allegations in Paragraph 121, and therefor leaves Plaintiffs to their proof.

122. GMA is without information sufficient to admit or deny the allegations in Paragraph 122, and therefor leaves Plaintiffs to their proof.

123. GMA is without information sufficient to admit or deny the allegations in Paragraph 123, and therefor leaves Plaintiffs to their proof.

124. GMA is without information sufficient to admit or deny the allegations in Paragraph 124, and therefor leaves Plaintiffs to their proof.

Plaintiff Jaspersen's Experience and Injuries

125. GMA is without information sufficient to admit or deny the allegations in Paragraph 125, and therefor leaves Plaintiffs to their proof.

126. GMA is without information sufficient to admit or deny the allegations in Paragraph 126, and therefor leaves Plaintiffs to their proof.

127. GMA is without information sufficient to admit or deny the allegations in Paragraph 127, and therefor leaves Plaintiffs to their proof.

128. GMA is without information sufficient to admit or deny the allegations in Paragraph 128, and therefor leaves Plaintiffs to their proof.

129. GMA is without information sufficient to admit or deny the allegations in Paragraph 129, and therefor leaves Plaintiffs to their proof.

130. GMA is without information sufficient to admit or deny the allegations in Paragraph 130, and therefor leaves Plaintiffs to their proof.

131. GMA is without information sufficient to admit or deny the allegations in Paragraph 131, and therefor leaves Plaintiffs to their proof.

Plaintiff Waddington's Experience and Injuries

132. GMA is without information sufficient to admit or deny the allegations in Paragraph 132, and therefor leaves Plaintiffs to their proof.

133. GMA is without information sufficient to admit or deny the allegations in Paragraph 133, and therefor leaves Plaintiffs to their proof.

134. GMA is without information sufficient to admit or deny the allegations in Paragraph 134, and therefor leaves Plaintiffs to their proof.

135. GMA is without information sufficient to admit or deny the allegations in Paragraph 135, and therefor leaves Plaintiffs to their proof.

136. GMA is without information sufficient to admit or deny the allegations in Paragraph 136, and therefor leaves Plaintiffs to their proof.

137. GMA is without information sufficient to admit or deny the allegations in Paragraph 137, and therefor leaves Plaintiffs to their proof.

138. GMA is without information sufficient to admit or deny the allegations in Paragraph 138, and therefor leaves Plaintiffs to their proof.

Plaintiff Crocetto-Waddington's Experience and Injuries

139. GMA is without information sufficient to admit or deny the allegations in Paragraph 139, and therefor leaves Plaintiffs to their proof.

140. GMA is without information sufficient to admit or deny the allegations in Paragraph 140, and therefor leaves Plaintiffs to their proof.

141. GMA is without information sufficient to admit or deny the allegations in Paragraph 141, and therefor leaves Plaintiffs to their proof.

142. GMA is without information sufficient to admit or deny the allegations in Paragraph 142, and therefor leaves Plaintiffs to their proof.

143. GMA is without information sufficient to admit or deny the allegations in Paragraph 143, and therefor leaves Plaintiffs to their proof.

144. GMA is without information sufficient to admit or deny the allegations in Paragraph 144, and therefor leaves Plaintiffs to their proof.

Plaintiff McLaughlin's Experience and Injuries

145. GMA is without information sufficient to admit or deny the allegations in Paragraph 145, and therefor leaves Plaintiffs to their proof.

146. GMA is without information sufficient to admit or deny the allegations in Paragraph 146, and therefor leaves Plaintiffs to their proof.

147. GMA is without information sufficient to admit or deny the allegations in Paragraph 147, and therefor leaves Plaintiffs to their proof.

148. GMA is without information sufficient to admit or deny the allegations in Paragraph 148, and therefor leaves Plaintiffs to their proof.

149. GMA is without information sufficient to admit or deny the allegations in Paragraph 149, and therefor leaves Plaintiffs to their proof.

150. GMA is without information sufficient to admit or deny the allegations in Paragraph 150, and therefor leaves Plaintiffs to their proof.

Plaintiff McCurdy's Experience and Injuries

151. GMA is without information sufficient to admit or deny the allegations in Paragraph 151, and therefor leaves Plaintiffs to their proof.

152. GMA is without information sufficient to admit or deny the allegations in Paragraph 152, and therefor leaves Plaintiffs to their proof.

153. GMA is without information sufficient to admit or deny the allegations in Paragraph 153, and therefor leaves Plaintiffs to their proof.

154. GMA is without information sufficient to admit or deny the allegations in Paragraph 154, and therefor leaves Plaintiffs to their proof.

155. GMA is without information sufficient to admit or deny the allegations in Paragraph 155, and therefor leaves Plaintiffs to their proof.

156. GMA is without information sufficient to admit or deny the allegations in Paragraph 156, and therefor leaves Plaintiffs to their proof.

Plaintiff Kohler's Experience and Injuries

157. GMA is without information sufficient to admit or deny the allegations in Paragraph 157, and therefor leaves Plaintiffs to their proof.

158. GMA is without information sufficient to admit or deny the allegations in Paragraph 158, and therefor leaves Plaintiffs to their proof.

159. GMA is without information sufficient to admit or deny the allegations in Paragraph 159, and therefor leaves Plaintiffs to their proof.

160. GMA is without information sufficient to admit or deny the allegations in Paragraph 160, and therefor leaves Plaintiffs to their proof.

161. GMA is without information sufficient to admit or deny the allegations in Paragraph 161, and therefor leaves Plaintiffs to their proof.

162. GMA is without information sufficient to admit or deny the allegations in Paragraph 162, and therefor leaves Plaintiffs to their proof.

Plaintiff Richard Lilly's Experience and Injuries

163. GMA is without information sufficient to admit or deny the allegations in Paragraph 163, and therefor leaves Plaintiffs to their proof.

164. GMA is without information sufficient to admit or deny the allegations in Paragraph 164, and therefor leaves Plaintiffs to their proof.

165. GMA is without information sufficient to admit or deny the allegations in Paragraph 165, and therefor leaves Plaintiffs to their proof.

166. GMA is without information sufficient to admit or deny the allegations in Paragraph 166, and therefor leaves Plaintiffs to their proof.

167. GMA is without information sufficient to admit or deny the allegations in Paragraph 167, and therefor leaves Plaintiffs to their proof.

168. To the extent that Paragraph 168 purports to quote from letters, such letters speak for themselves and GMA refers the Court to such letters for a full and complete recitation of the contents thereof. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 168 as stated.

169. GMA is without information sufficient to admit or deny the allegations in Paragraph 169, and therefor leaves Plaintiffs to their proof.

170. GMA denies the allegations in Paragraph 170.

171. GMA denies the allegations in Paragraph 171.

172. GMA denies the allegations in Paragraph 172.

173. GMA denies the allegations in Paragraph 173.

174. Paragraph 174 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 174 and denies that GMA is entitled to the relief described in Paragraph 174.

175. GMA is without information sufficient to admit or deny the allegations in Paragraph 175, and therefor leaves Plaintiffs to their proof.

Plaintiffs and the Proposed Class Face Significant Risk of Continued Identity Theft

176. GMA denies the allegations in Paragraph 176.

177. GMA denies the allegations in Paragraph 177 and all subparts thereof.

178. GMA is without information sufficient to admit or deny the allegations in Paragraph 178 and the footnote contained therein, and therefor leaves Plaintiffs to their proof.

179. GMA is without information sufficient to admit or deny the allegations in Paragraph 179 and the footnote contained therein, and therefor leaves Plaintiffs to their proof.

180. GMA denies the allegations in the last sentence of Paragraph 179. With respect to the other allegations in Paragraph 180, GMA is without information sufficient to admit or deny those allegations, and therefor leaves Plaintiffs to their proof.

181. GMA denies the allegations in Paragraph 181.

182. GMA denies the allegations in Paragraph 182.

Defendant Failed to Adhere to FTC Guidelines

183. Paragraph 183 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

184. GMA denies the allegations in Paragraph 184 as vague.

185. To the extent that Paragraph 185 purports to paraphrase a FTC publication, such publication speaks for itself and GMA refers the Court to such publication for a full and complete recitation of the contents thereof. GMA otherwise denies the allegations as stated.

186. To the extent that Paragraph 186 purports to paraphrase FTC guidelines, such guidelines speak for themselves and GMA refers the Court to such guidelines for a full and complete recitation of the contents thereof. GMA otherwise denies the allegations as stated.

187. GMA is without information sufficient to admit or deny the allegations in Paragraph 187 as stated, and therefor leaves Plaintiffs to their proof.

188. GMA is without information sufficient to admit or deny the allegations in Paragraph 188 as stated, and therefor leaves Plaintiffs to their proof.

189. Paragraph 189 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 189.

Defendant Failed to Follow Industry Standards

190. To the extent that Paragraph 190 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 190, and therefor leaves Plaintiffs to their proof.

191. To the extent that Paragraph 191 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 191, and therefor leaves Plaintiffs to their proof.

192. GMA is without information sufficient to admit or deny the allegations in Paragraph 192 as stated, and therefor leaves Plaintiffs to their proof.

193. GMA is without information sufficient to admit or deny the allegations in Paragraph 193 as stated, and therefor leaves Plaintiffs to their proof.

194. GMA is without information sufficient to admit or deny the allegations in Paragraph 194, and therefor leaves Plaintiffs to their proof.

Defendant Fails to Comply With HIPAA Guidelines

195. GMA denies the allegations in Paragraph 195.

196. Paragraph 196 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA is without information sufficient to admit or deny the allegations in Paragraph 196 as stated, and therefor leaves Plaintiffs to their proof.

197. Paragraph 197 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA is without information sufficient to admit or deny the allegations in Paragraph 197 as stated, and therefor leaves Plaintiffs to their proof.

198. Paragraph 198 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

199. Paragraph 199 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

200. Paragraph 200 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law, and therefor leaves Plaintiffs to their proof.

201. Paragraph 201 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

202. Paragraph 202 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

203. Paragraph 203 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

204. Paragraph 204 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

205. Paragraph 205 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law

206. Paragraph 206 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

207. Paragraph 207 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

208. Paragraph 208 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations as an incomplete statement of applicable law.

CLASS ACTION ALLEGATIONS

209. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 209, above, as though fully restated herein.

210. Paragraph 210 sets forth a definition of a proposed class, to which no response by GMA is required. To the extent a response is required, GMA denies the allegations in Paragraph 210.

211. Paragraph 211 sets forth exclusions from a definition of a proposed class, to which no response by GMA is required. To the extent a response is required, GMA denies the allegations in Paragraph 211.

212. Paragraph 212 sets forth a statement of Plaintiffs' intention to reserve the right to amend the proposed class definitions in the future, to which no response by GMA is required. To the extent a response is required, GMA denies the allegations in Paragraph 212.

213. Paragraph 213 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 213 and all subparts thereof.

214. Paragraph 214 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 214.

FIRST CLAIM FOR RELIEF

Negligence

(On Behalf of Plaintiff and the Class)

215. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 214, above, as though fully restated herein.

216. GMA is without information sufficient to admit or deny the allegations in Paragraph 216, and therefor leaves Plaintiffs to their proof.

217. GMA denies the allegations in Paragraph 217.

218. GMA denies the allegations in Paragraph 218.

219. GMA denies the allegations in Paragraph 219.

220. GMA denies the allegations in Paragraph 220 and all subparts thereof.

221. GMA denies the allegations in Paragraph 221.

222. GMA denies the allegations in Paragraph 222.

223. GMA denies the allegations in Paragraph 223.

224. GMA denies the allegations in Paragraph 224.

225. GMA denies the allegations in Paragraph 225.

226. GMA denies the allegations in Paragraph 226.

227. GMA denies the allegations in Paragraph 227.

228. GMA denies the allegations in Paragraph 228.

229. GMA denies the allegations in Paragraph 229 and all subparts thereof.

230. GMA denies the allegations in Paragraph 230.

231. GMA denies the allegations in Paragraph 231.

232. GMA denies the allegations in Paragraph 232.

233. GMA denies the allegations in Paragraph 233.

234. GMA denies the allegations in Paragraph 234.

SECOND CLAIM FOR RELIEF

Negligence per se

(On Behalf of Plaintiff and the Class)

235. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 235, above, as though fully restated herein.

236. Paragraph 236 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 236.

237. Paragraph 237 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 237.

238. GMA denies the allegations in Paragraph 238.

239. GMA denies the allegations in Paragraph 239.

240. GMA denies the allegations in Paragraph 240.

241. GMA denies the allegations in Paragraph 241.

242. GMA denies the allegations in Paragraph 242.

243. GMA denies the allegations in Paragraph 243.

244. GMA denies the allegations in Paragraph 244.

THIRD CLAIM FOR RELIEF

Breach of Third-Party Beneficiary Contract

(On Behalf of Plaintiff and the Class)

245. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 244, above, as though fully restated herein.

246. GMA admits that it from time to time enters into contracts with clients. GMA denies the remaining allegations in Paragraph 246 as stated.

247. GMA denies the allegations in Paragraph 247.

248. GMA denies the allegations in Paragraph 248.

249. GMA denies the allegations in Paragraph 249.

250. GMA denies the allegations in Paragraph 250.

251. GMA denies the allegations in Paragraph 251 and denies that Plaintiffs or the putative class members are entitled to any relief in this action.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment

(On Behalf of the Plaintiff and the Class)

252. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 251, above, as though fully restated herein.

253. Paragraph 253 sets forth a statement of Plaintiffs' intention to plead claims in the alternative and requires no response from GMA. To the extent a response is required, GMA admits that Plaintiffs seek to plead its Third Claim for Relief and Fourth Claim for Relief in the alternative and denies that Plaintiffs or the putative class members are entitled to relief on any of the claims in this action.

- 254. GMA denies the allegations in Paragraph 254.
- 255. GMA denies the allegations in Paragraph 255.
- 256. GMA denies the allegations in Paragraph 256.
- 257. GMA denies the allegations in Paragraph 257.
- 258. GMA denies the allegations in Paragraph 258.
- 259. GMA denies the allegations in Paragraph 259 and denies that Plaintiffs or the putative class members are entitled to any relief in this action.

FIFTH CLAIM FOR RELIEF

Invasion of Privacy

(On Behalf of the Plaintiff and the Class)

- 260. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 259, above, as though fully restated herein.
- 261. GMA denies the allegations in Paragraph 261.
- 262. GMA denies the allegations in Paragraph 262.
- 263. GMA denies the allegations in Paragraph 263.
- 264. GMA denies the allegations in Paragraph 264.
- 265. GMA denies the allegations in Paragraph 265.
- 266. GMA denies the allegations in Paragraph 266.
- 267. GMA denies the allegations in Paragraph 267.
- 268. GMA denies the allegations in Paragraph 268.
- 269. GMA denies the allegations in Paragraph 269.
- 270. GMA denies the allegations in Paragraph 270.
- 271. GMA denies the allegations in Paragraph 271.

272. Paragraph 272 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 272 and denies that GMA is entitled to the relief described in Paragraph 272.

SIXTH CLAIM FOR RELIEF

CALIFORNIA CONSUMER RECORDS ACT

Cal. Civ. Code § 1798.82, et seq.

(On Behalf of Plaintiff Jaspersen and the California Subclass)

273. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 272, above, as though fully restated herein.

274. To the extent that Paragraph 274 purports to quote from statutes, such statutes speak for themselves and GMA refers the Court to such statutes for a full and complete recitation of the contents thereof. GMA further states that Paragraph 274 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 274 as an incomplete statement of applicable law.

275. To the extent that Paragraph 275 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of the contents thereof. GMA further states that Paragraph 275 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 275 as an incomplete statement of applicable law.

276. Paragraph 276 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 276 and all subparts thereof as an incomplete statement of applicable law.

277. GMA denies the allegations in Paragraph 277.

278. GMA denies the allegations in Paragraph 278.

279. GMA denies the allegations in Paragraph 279.

280. GMA denies the allegations in Paragraph 280.

281. GMA denies the allegations in Paragraph 281.

282. GMA denies the allegations in Paragraph 282.

283. GMA denies the allegations in Paragraph 283.

284. Paragraph 284 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 284 and denies that GMA is entitled to the relief described in Paragraph 284.

285. GMA denies the allegations in Paragraph 285.

SEVENTH CLAIM FOR RELIEF

CALIFORNIA UNFAIR COMPETITION LAW

Cal. Bus. & Prof. Code § 17200, et seq.

(On Behalf of Plaintiff Jasperson and the California Subclass)

286. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 285, above, as though fully restated herein.

287. GMA denies the allegations in Paragraph 287 and all subparts thereof.

288. GMA denies the allegations in Paragraph 288.

289. GMA denies the allegations in Paragraph 289.

290. GMA denies the allegations in Paragraph 290.

291. Paragraph 291 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 291 and denies that GMA is entitled to the relief described in Paragraph 291.

EIGHTH CLAIM FOR RELIEF

CALIFORNIA CONSUMER PRIVACY ACT (“CCPA”)

Cal. Civ. Code § 1798, et seq.

(On Behalf of Plaintiff Jaspersen and the California Subclass)

292. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 291, above, as though fully restated herein.

293. To the extent that Paragraph 293 purports to quote from a website, such website speaks for itself and GMA refers the Court to such website for a full and complete recitation of the contents thereof. GMA otherwise is without information sufficient to admit or deny the allegations in Paragraph 293, and therefor leaves Plaintiffs to their proof.

294. Paragraph 294 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 294.

295. To the extent that Paragraph 295 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of the contents thereof. GMA further states that Paragraph 295 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 295 as an incomplete statement of applicable law.

296. To the extent that Paragraph 296 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of the contents thereof. GMA further states that Paragraph 296 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 296 as an incomplete statement of applicable law.

297. To the extent that Paragraph 297 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of the contents thereof. GMA further states that Paragraph 297 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 297.

298. To the extent that Paragraph 298 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of the contents thereof. GMA further states that Paragraph 298 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 298 and all subparts thereof.

299. Paragraph 299 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 299.

300. GMA denies the allegations in Paragraph 300.

301. GMA denies the allegations in Paragraph 301.

302. GMA is without information sufficient to admit or deny the allegations in Paragraph 302, and therefor leaves Plaintiffs to their proof.

303. Paragraph 303 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 303 and denies that GMA is entitled to the relief described in Paragraph 303.

304. Paragraph 304 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 304 and denies that GMA is entitled to the relief described in Paragraph 304.

NINETH CLAIM FOR RELIEF²

NEW JERSEY CONSUMER SECURITY BREACH DISCLOSURE ACT

N.J. Stat. Ann. §§ 56:8-163, et seq.

(On Behalf of Plaintiffs Waddington and Crocetto-Waddington and the New Jersey Subclass)

305. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 304, above, as though fully restated herein.

306. Paragraph 306 consists of legal conclusions to which no response by GMA is required. To the extent a response is required, GMA denies the allegations in Paragraph 306.

307. Paragraph 307 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 307.

308. To the extent that Paragraph 308 purports to quote from a statute, such statute speaks for itself and GMA refers the Court to such statute for a full and complete recitation of

² The spelling of the heading for this claim for relief matches how it appears in the complaint.

the contents thereof. GMA further states that Paragraph 308 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 308 as an incomplete statement of the law.

309. Paragraph 309 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 309.

310. Paragraph 310 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 310.

311. GMA denies the allegations in Paragraph 311.

312. Paragraph 312 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 312 and denies that GMA is entitled to the relief described in Paragraph 312.

TENTH CLAIM FOR RELIEF

NEW JERSEY CONSUMER FRAUD ACT

N.J. Stat. Ann. §§ 56:8-1, et seq.

**(On Behalf of Plaintiffs Waddington and Crocetto-Waddington and the New Jersey
Subclass)**

313. GMA repeats and incorporates all of the responses made to Paragraphs 1 through 312, above, as though fully restated herein.

314. Paragraph 314 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 314.

315. Paragraph 315 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 315.

316. Paragraph 316 consists of legal conclusions to which no response by GMA is required. To the extent a response by GMA is required, GMA denies the allegations in Paragraph 316 as an incomplete statement of applicable law.

317. GMA denies the allegations in Paragraph 317 and all subparts thereof.

318. GMA denies the allegations in Paragraph 318.

319. GMA denies the allegations in Paragraph 319.

320. GMA denies the allegations in Paragraph 320.

321. GMA denies the allegations in Paragraph 321.

322. Paragraph 322 contains a statement of relief that Plaintiffs seek in this action and does not require a response from GMA. To the extent a response from GMA is required, GMA denies the allegations in Paragraph 322 and denies that GMA is entitled to the relief described in Paragraph 322.

PRAYER FOR RELIEF

GMA avers that no response is required to the allegations in the “PRAYER FOR RELIEF” that follows Paragraph 322. To the extent that a response is required, GMA denies the allegations in the “PRAYER FOR RELIEF” and all subparts thereof and denies that Plaintiffs or the putative class is entitled to any of the relief or damages sought.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because Plaintiffs' damages, if any, were the result of conduct of parties other than GMA.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because Plaintiffs' damages, if any, were the result of their own conduct.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because Plaintiffs' claims are not yet ripe.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because Plaintiffs fail to state a claim upon which relief may be granted.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because Plaintiffs have suffered no damages.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred by assumption of risk to the extent that they failed to maintain the confidentiality of any personal information that they contend was purportedly improperly disclosed by GMA.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred by contributory or comparative negligence to the extent that any alleged damages sustained were caused by their failure to protect their own personal information.

EIGHTH AFFIRMATIVE DEFENSE

To the extent that this action purports to be a class action, it fails to meet the requirements of Fed. R. Civ. P. 23 for treatment as a class action.

NINTH AFFIRMATIVE DEFENSE

In the event Plaintiffs may be permitted to adjudicate not only their own claims, but also those of the putative class members and those of anyone else allegedly represented in this lawsuit through purported generalized class wide proof, GMA's rights to trial by jury and due process guaranteed by the United States Constitution and applicable state constitutions would be violated. GMA is entitled to individualized determinations of each putative class member's claims and its defenses to those claims. Accordingly, this case cannot be tried on a class basis or on any type of representational basis.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred in whole or in part by the economic loss doctrine.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred in whole or in part because Plaintiffs and/or the members of the putative class have adequate remedies at law.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and those of members of the putative class are barred because or to the extent that they were offered or received at no cost credit monitoring services and insurance against identity theft paid for by GMA.

GMA reserves the right to plead further herein following a full and complete investigation of this matter.

WHEREFORE, GMA respectfully requests that this Court dismiss Plaintiffs' claims as set forth in the Complaint and grant any and all further relief to GMA that this Court deems just and equitable.

Dated: November 15, 2024

Respectfully Submitted,

DEFENDANT,
GREYLOCK MCKINNON
ASSOCIATES, INC.

By its Attorneys,

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CERTIFICATE OF SERVICE

I hereby certify that on November 15, 2024, a copy of the foregoing was filed electronically. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF System.

/s/ Wytan M. Ackerman