

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PISANELLI BICE PLLC
Todd L. Bice, Bar No. 4534
TLB@pisanellibice.com
Brianna Smith, Bar No. 11795
BGS@pisanellibice.com
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 214-2100

HUNTON ANDREWS KURTH LLP
Ann Marie Mortimer (pro hac vice)
amortimer@HuntonAK.com
Jason J. Kim (pro hac vice)
kimj@HuntonAK.com
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627
Telephone: (213) 532-2000
Facsimile: (213) 532-2020

HUNTON ANDREWS KURTH LLP
Neil K. Gilman (pro hac vice)
ngilman@HuntonAK.com
2200 Pennsylvania Avenue, NW, Suite 900
Washington, DC 20037-1701
Telephone: (202) 955-1500
Facsimile: (202) 778-2201

Attorneys for Defendant
MGM RESORTS INTERNATIONAL

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re: MGM Resorts International Data
Breach Litigation

This document relates to: All actions.

CASE NO.: 2:20-CV-00376-GMN-NJK

**DEFENDANT MGM RESORTS
INTERNATIONAL'S ANSWER TO
PLAINTIFFS' CONSOLIDATED CLASS
ACTION COMPLAINT**

JURY DEMANDED

1 Defendant MGM Resorts International (“MGM”) hereby answers Plaintiffs’ Consolidated
2 Class Action Complaint (the “Complaint”) as follows.

3 **INTRODUCTION**

4 1. MGM admits that Plaintiffs purport to bring claims “on behalf of consumers” in
5 connection with the Data Breach. MGM further admits that, on or about July 7, 2019, an individual
6 accessed MGM’s computer network system without permission (the “Security Incident”). MGM
7 further admits that the individual only downloaded partial customer data from MGM’s computer
8 systems, then posted and disclosed part of the data on a closed internet forum. MGM avers that no
9 customer financial information, passwords or credit cards were part of the data in question and it was
10 taken down and removed from the closed internet site. Except as expressly admitted herein, MGM
11 denies the allegations in Paragraph 1.

12 2. MGM admits the data in question included names, addresses, phone numbers, email
13 addresses, and dates of birth for certain MGM customers. MGM further admits, for an even narrower
14 set of MGM customers, the data in question also included driver’s license numbers, passport numbers,
15 or military identification numbers. MGM avers that no customer financial information, passwords or
16 credit cards were part of the data in question. Except as expressly admitted herein, MGM denies the
17 allegations in Paragraph 2.

18 3. MGM admits that an individual downloaded partial customer data from MGM’s
19 computer system without permission, and then posted and disclosed part of the data on a closed
20 internet forum. MGM avers that the data in question was taken down and removed from the closed
21 internet site. MGM further avers that the letter referenced in footnote 1 speaks for itself. Except as
22 expressly admitted herein, MGM denies the allegations in Paragraph 3.

23 4. MGM lacks knowledge or information sufficient to form a belief as to the truth of any
24 allegations regarding the incidents alleged and whether they actually occurred and, on that basis,
25 denies them. The remaining allegations in Paragraph 4 contain legal conclusions, characterizations,
26 or arguments to which no response is required. To the extent the remainder of Paragraph 4 contains
27 allegations to which a response is required, MGM avers that the allegations of injuries, if they
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 occurred, have multiple potential causes, none of which are traceable to the Security Incident, and
2 MGM denies any such allegations on that basis.

3 5. MGM lacks knowledge or information sufficient to form a belief as to the truth of any
4 allegations regarding whether Plaintiffs took any of the actions alleged or why and, on that basis,
5 denies them. The remaining allegations in Paragraph 5 contains legal conclusions, characterizations,
6 or arguments to which no response is required. To the extent the remainder of Paragraph 5 contains
7 allegations to which a response is required, MGM avers that the allegations of injuries, if they
8 occurred, have multiple potential causes, none of which are traceable to the Security Incident, and
9 MGM denies any such allegations on that basis.

10 6. MGM lacks knowledge or information sufficient to form a belief as to the truth of any
11 allegations regarding alleged ransomware incidents and whether they actually occurred and, on that
12 basis, denies them. The remaining allegations in Paragraph 6 contain legal conclusions,
13 characterizations, or arguments to which no response is required. To the extent the remainder of
14 Paragraph 6 contains allegations to which a response is required, MGM avers that the allegations of
15 injuries, if they occurred, have multiple potential causes, none of which are traceable to the Security
16 Incident, and MGM denies any such allegations on that basis.

17 7. Paragraph 7 contains legal conclusions, characterizations, or arguments to which no
18 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
19 7.

20 8. MGM admits guests provide certain information when booking hotel reservations at
21 MGM properties. The remaining allegations contain legal conclusions, characterizations, or
22 arguments to which no response is required. To the extent the remainder of Paragraph 8 contains
23 allegations requiring a response, MGM denies them.

24 9. MGM admits Plaintiffs purport to seek remedies in connection with the Security
25 Incident on behalf of themselves and putative class members. Except as expressly admitted herein,
26 MGM denies the allegations contained in Paragraph 9 and denies Plaintiffs or the putative class
27 members are entitled to any relief whatsoever.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

PARTIES

1
2 10. MGM avers that the allegations of injuries, if they occurred, have multiple potential
3 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
4 Paragraph 10 on that basis. MGM further denies its “data security practices were significantly flawed”
5 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
6 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
7 in Paragraph 10 and, on that basis, denies them.

8 11. MGM avers that the allegations of injuries, if they occurred, have multiple potential
9 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
10 Paragraph 11 on that basis. MGM further denies its “data security practices were significantly flawed”
11 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
12 avers that the website referenced in footnote 2 speaks for itself. MGM lacks knowledge and
13 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 11 and,
14 on that basis, denies them.

15 12. MGM avers that the allegations of injuries, if they occurred, have multiple potential
16 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
17 Paragraph 12 on that basis. MGM further denies its “data security practices were significantly flawed”
18 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
19 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
20 in Paragraph 12 and, on that basis, denies them.

21 13. MGM avers that the allegations of injuries, if they occurred, have multiple potential
22 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
23 Paragraph 13 on that basis. MGM further denies its “data security practices were significantly flawed”
24 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
25 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
26 in Paragraph 13 and, on that basis, denies them.

27 14. MGM avers that the allegations of injuries, if they occurred, have multiple potential
28 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 Paragraph 14 on that basis. MGM further denies its “data security practices were significantly flawed”
2 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
3 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
4 in Paragraph 14 and, on that basis, denies them.

5 15. MGM avers that the allegations of injuries, if they occurred, have multiple potential
6 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
7 Paragraph 15 on that basis. MGM further denies its “data security practices were significantly flawed”
8 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
9 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
10 in Paragraph 15 and, on that basis, denies them.

11 16. MGM avers that the allegations of injuries, if they occurred, have multiple potential
12 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
13 Paragraph 16 on that basis. MGM further denies its “data security practices were significantly flawed”
14 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
15 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
16 in Paragraph 16 and, on that basis, denies them.

17 17. MGM avers that the allegations of injuries, if they occurred, have multiple potential
18 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
19 Paragraph 17 on that basis. MGM further denies its “data security practices were significantly flawed”
20 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
21 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
22 in Paragraph 17 and, on that basis, denies them.

23 18. MGM avers that the allegations of injuries, if they occurred, have multiple potential
24 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
25 Paragraph 18 on that basis. MGM further denies its “data security practices were significantly flawed”
26 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
27 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
28 in Paragraph 18 and, on that basis, denies them.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 19. MGM avers that the allegations of injuries, if they occurred, have multiple potential
2 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
3 Paragraph 19 on that basis. MGM further denies its “data security practices were significantly flawed”
4 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
5 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
6 in Paragraph 19 and, on that basis, denies them.

7 20. MGM avers that the allegations of injuries, if they occurred, have multiple potential
8 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
9 Paragraph 20 on that basis. MGM further denies its “data security practices were significantly flawed”
10 or that it committed any wrongdoing whatsoever in connection with the Security Incident. MGM
11 lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations
12 in Paragraph 20 and, on that basis, denies them.

13 21. MGM admits it is a publicly-traded company incorporated in Delaware and
14 headquartered in Las Vegas, Nevada. MGM further admits it operates the hotels listed in Paragraph
15 21. MGM avers that the Form 10-K referenced in footnote 3 speaks for itself, including any financials
16 reported therein. Except as expressly admitted herein, MGM denies the allegations in Paragraph 21.

17 **JURISDICTION AND VENUE**

18 22. Paragraph 22 contains legal conclusions, characterizations, or arguments to which no
19 response is required. To the extent a response is required, MGM admits this Court has jurisdiction
20 over this action.

21 23. Paragraph 23 contains legal conclusions, characterizations, or arguments to which no
22 response is required. To the extent a response is required, MGM admits this Court has jurisdiction
23 over this action.

24 24. Paragraph 24 contains legal conclusions, characterizations, or arguments to which no
25 response is required. To the extent a response is required, MGM admits this Court has jurisdiction
26 over MGM.

27
28

1 25. Paragraph 25 contains legal conclusions, characterizations, or arguments to which no
2 response is required. To the extent a response is required, MGM admits this Court has jurisdiction
3 over MGM.

4 26. MGM avers that the websites referenced in footnote 4 speak for themselves. Paragraph
5 26 otherwise contains legal conclusions, characterizations, or arguments to which no response is
6 required. To the extent a response is required, MGM admits venue is proper in this District.

7 **STATEMENT OF FACTS**

8 27. MGM admits that, on or about July 7, 2019, an individual accessed MGM's computer
9 network system without permission. MGM further admits that the individual only downloaded partial
10 customer data from MGM's computer systems, then posted and disclosed part of the data on a closed
11 internet forum. MGM avers that no customer financial information, passwords or credit cards were
12 part of the data in question and it was taken down and removed from the closed internet site. MGM
13 further avers that the website referenced in footnote 5 speaks for itself. The remaining allegations
14 contain legal conclusions, characterizations, or arguments to which no response is required. To the
15 extent the remainder of Paragraph 27 contains allegations requiring a response, MGM denies them.

16 28. MGM avers that the website and email referenced in footnote 5 speak for themselves.
17 Except as expressly admitted herein, MGM denies the allegations in Paragraph 28.

18 29. MGM admits the data in question included names, addresses, phone numbers, email
19 addresses, and dates of birth for certain MGM customers. MGM further admits, for an even narrower
20 set of MGM customers, the data in question also included driver's license numbers, passport numbers,
21 or military identification numbers. MGM avers that no customer financial information, passwords or
22 credit cards were part of the data in question. MGM further avers that the websites referenced in
23 footnote 6 speak for themselves. Except as expressly admitted herein, MGM denies the allegations in
24 Paragraph 29.

25 30. MGM avers that the articles referenced in footnote 7 speak for themselves. MGM
26 otherwise denies the allegations in Paragraph 30.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 31. MGM admits it sent notices of the Security Incident to affected customers in September
2 of 2019. MGM avers that the contents of that notice and the website referenced in footnote 8 speak
3 for themselves. MGM otherwise denies the allegations in Paragraph 31.

4 32. MGM admits it sent the letter referenced in Paragraph 32 and footnotes 9 and 10, the
5 contents of which speak for themselves. MGM otherwise denies the allegations in Paragraph 32.

6 33. MGM avers that the contents of the notice referenced in Paragraph 33 and footnotes 11
7 and 12 speak for themselves. MGM otherwise denies the allegations in Paragraph 33.

8 34. MGM avers that the articles referenced in footnotes 13 and 14 speak for themselves.
9 MGM otherwise denies the allegations in Paragraph 34.

10 35. MGM denies the allegations in Paragraph 35.

11 36. MGM denies the allegations in Paragraph 36.

12 37. MGM avers that the articles referenced in footnotes 15 and 16, the notice and letter
13 referenced in Paragraph 37, and the website referenced in footnote 17 speak for themselves. MGM
14 otherwise denies the allegations in Paragraph 37.

15 38. MGM avers that the article referenced in footnote 18 speaks for itself. MGM otherwise
16 denies the allegations in Paragraph 38.

17 39. Paragraph 39 contains legal conclusions, characterizations, or arguments to which no
18 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
19 39.

20 40. MGM admits it did not encrypt the data at issue. Except as expressly admitted herein,
21 MGM denies the allegations in Paragraph 40.

22 41. MGM avers that the tweet and article referenced in footnote 19 speak for themselves.
23 MGM otherwise denies the allegations in Paragraph 41.

24 42. MGM admits that, on or about July 7, 2019, an individual accessed MGM's computer
25 network system without permission. MGM avers that the article referenced in footnote 20 speaks for
26 itself. MGM denies it discovered the full extent of the Security Incident by July 10, 2019 and
27 otherwise denies the remaining allegations in Paragraph 42.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 43. MGM denies any allegations that it failed to timely and properly provide notice to
2 affected customers and otherwise denies the allegations in Paragraph 43.

3 44. MGM admits it began sending notices of the Security Incident to affected customers in
4 September of 2019. MGM denies any allegations that it failed to timely and properly provide notice
5 to affected customers and otherwise denies the allegations in Paragraph 44.

6 45. MGM avers that the article referenced in footnote 21 speaks for itself. The remainder
7 of Paragraph 45 contains legal conclusions, characterizations, or arguments to which no response is
8 required. To the extent a response is required, MGM denies any allegations that Plaintiffs and putative
9 class members face an increased risk of harm as a result of the Security Incident and otherwise denies
10 the remaining allegations in Paragraph 45.

11 46. MGM admits that an individual downloaded partial customer data from MGM's
12 computer system, and then posted and disclosed part of the data on a closed internet forum. Except
13 as expressly admitted herein, MGM denies the allegations in Paragraph 46.

14 47. MGM avers that the website referenced in footnote 22 speaks for itself. MGM
15 otherwise denies the allegations in Paragraph 47.

16 48. MGM avers that the article referenced in footnote 23 speaks for itself. MGM otherwise
17 denies the allegations in Paragraph 48.

18 49. MGM avers that the article referenced in footnote 24 speaks for itself. MGM otherwise
19 denies the allegations in Paragraph 49.

20 50. MGM avers that the article referenced in footnote 25 speaks for itself. MGM otherwise
21 denies the allegations in Paragraph 50.

22 51. MGM avers that the website referenced in footnote 26 speaks for itself. MGM
23 otherwise denies the allegations in Paragraph 51.

24 52. MGM is without knowledge or information sufficient to form a belief as to the truth of
25 any allegations regarding the intent of any third parties and, on that basis, denies them. MGM
26 otherwise denies the allegations in Paragraph 52.

27
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 53. MGM is without knowledge or information sufficient to form a belief as to the truth of
2 any allegations regarding the intent of any third parties and, on that basis, denies them. MGM
3 otherwise denies the allegations in Paragraph 53.

4 54. MGM is without knowledge or information sufficient to form a belief as to the truth of
5 any allegations regarding the intent of any third parties and, on that basis, denies them. MGM
6 otherwise denies the allegations in Paragraph 54.

7 55. MGM avers that the website referenced in footnote 27 speaks for itself. MGM
8 otherwise denies the allegations in Paragraph 55.

9 56. MGM avers that the article referenced in footnote 28 speaks for itself. MGM otherwise
10 denies the allegations in Paragraph 56.

11 57. MGM denies the allegations in Paragraph 57.

12 58. MGM denies the allegations in Paragraph 58.

13 59. Paragraph 59 contains legal conclusions, characterizations, or arguments to which no
14 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
15 59.

16 60. MGM denies the allegations in Paragraph 60.

17 61. MGM avers that the referenced case speaks for itself. MGM otherwise denies the
18 allegations in Paragraph 61.

19 62. MGM denies the allegations in Paragraph 62.

20 63. MGM avers that the article referenced in footnote 29 speaks for itself. MGM otherwise
21 denies the allegations in Paragraph 63.

22 64. MGM avers that the article referenced in footnote 30 speaks for itself. MGM otherwise
23 denies the allegations in Paragraph 64.

24 65. MGM avers that the notice referenced in Paragraph 65 and footnote 31 speaks for itself.
25 MGM otherwise denies the allegations in Paragraph 65.

26 66. MGM avers that the referenced FTC guides, including the one referenced in footnote
27 32, speak for themselves. MGM otherwise denies the allegations in Paragraph 66.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 67. MGM avers that the FTC publication referenced in footnote 33 speaks for itself. MGM
2 otherwise denies the allegations in Paragraph 67.

3 68. MGM avers that the FTC publication referenced in footnote 34 speaks for itself. MGM
4 otherwise denies the allegations in Paragraph 68.

5 69. Paragraph 69 contains legal conclusions, characterizations, or arguments to which no
6 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
7 69.

8 70. Paragraph 70 contains legal conclusions, characterizations, or arguments to which no
9 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
10 70.

11 71. Paragraph 71 contains legal conclusions, characterizations, or arguments to which no
12 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
13 71.

14 72. MGM denies the allegations in Paragraph 72.

15 73. MGM avers that the publication referenced in footnote 35 speaks for itself. MGM
16 otherwise denies the allegations in Paragraph 73.

17 74. MGM avers that NIST’s “publications,” including the one referenced in footnotes 35
18 and 36, speak for themselves. MGM otherwise denies the allegations in Paragraph 74.

19 75. MGM avers that the article referenced in footnote 37 speaks for itself. MGM otherwise
20 denies the allegations in Paragraph 75.

21 76. MGM denies the allegations in Paragraph 76.

22 77. MGM admits it understands any obligations it may have with respect to customer data,
23 but denies it failed to comply with any such obligations and otherwise denies the allegations in
24 Paragraph 77.

25 78. MGM denies the allegations in Paragraph 78 with respect to MGM.

26 79. MGM avers that the report referenced in footnotes 38 and 39 speaks for itself. MGM
27 otherwise denies the allegations in Paragraph 79.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 80. MGM avers that the article referenced in footnotes 40 and 41 speaks for itself. MGM
2 otherwise denies the allegations in Paragraph 80.

3 81. MGM avers that the article referenced in footnote 42 speaks for itself. MGM otherwise
4 denies the allegations in Paragraph 81.

5 82. MGM avers that the article referenced in footnote 43 speaks for itself. MGM otherwise
6 denies the allegations in Paragraph 82.

7 83. MGM avers that the article referenced in footnote 44 speaks for itself. MGM otherwise
8 denies the allegations in Paragraph 83.

9 84. MGM avers that the article referenced in footnote 45 speaks for itself. MGM is without
10 knowledge or information sufficient to form a belief as to the truth of any allegations regarding other
11 hotel data breaches and, on that basis, denies them. MGM otherwise denies the allegations in
12 Paragraph 84.

13 85. MGM denies the allegations in Paragraph 85.

14 86. MGM avers that the Form 10-K referenced in footnote 46 and the audit committee
15 charter referenced in footnote 47 speak for themselves. MGM otherwise denies the allegations in
16 Paragraph 86.

17 87. MGM denies the allegations in Paragraph 87.

18 88. MGM admits it collects certain information in accordance with the terms of its privacy
19 policy. The remaining allegations contain legal conclusions, characterizations, or arguments to which
20 no response is required. To the extent the remainder of Paragraph 88 contains allegations requiring a
21 response, MGM denies them.

22 89. MGM avers that the privacy policy referenced in footnote 48 and quoted in Paragraph
23 89 speaks for itself. MGM otherwise denies the allegations in Paragraph 89.

24 90. Paragraph 90 contains legal conclusions, characterizations, or arguments to which no
25 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
26 90.

27 91. MGM denies the allegations in Paragraph 91.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 92. MGM avers that the FTC publication referenced in footnote 49 speaks for itself. MGM
2 otherwise denies the allegations in Paragraph 92.

3 93. MGM admits customers provide certain information during the reservation and/or
4 check-in process, which MGM collects in accordance with the terms of its privacy policy. The
5 remaining allegations contain legal conclusions, characterizations, or arguments to which no response
6 is required. To the extent the remainder of Paragraph 93 contains allegations requiring a response,
7 MGM denies them.

8 94. MGM denies the allegations in Paragraph 94.

9 95. MGM is without knowledge or information sufficient to form a belief as to the truth of
10 any allegations regarding the intent of any third parties and, on that basis, denies them. MGM
11 otherwise denies the allegations in Paragraph 95 and denies Plaintiffs and putative class members face
12 any risk as a result of the Security Incident.

13 96. MGM avers that the allegations of injuries, if they occurred, have multiple potential
14 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
15 Paragraph 96 on that basis. MGM is without knowledge or information sufficient to form a belief as
16 to the truth of any allegations regarding the incidents alleged and whether they actually occurred and,
17 on that basis, denies them. The remaining allegations contain legal conclusions, characterizations, or
18 arguments to which no response is required. To the extent the remainder of Paragraph 96 contains
19 allegations requiring a response, MGM denies them.

20 97. MGM avers that the allegations of injuries, if they occurred, have multiple potential
21 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in
22 Paragraph 97 on that basis. MGM is without knowledge or information sufficient to form a belief as
23 to the truth of any allegations regarding whether Plaintiffs took any of the actions alleged or why and,
24 on that basis, denies them. The remaining allegations contain legal conclusions, characterizations, or
25 arguments to which no response is required. To the extent the remainder of Paragraph 97 contains
26 allegations requiring a response, MGM denies them.

27 98. MGM avers that the allegations of injuries, if they occurred, have multiple potential
28 causes, none of which are traceable to the Security Incident, and MGM denies any such allegations in

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 Paragraph 98 on that basis. MGM is without knowledge or information sufficient to form a belief as
2 to the truth of any allegations regarding whether Plaintiffs took any of the actions alleged or why and,
3 on that basis, denies them. MGM further denies the existence—past or present—of any “data security
4 shortfalls” with respect to MGM. The remaining allegations contain legal conclusions,
5 characterizations, or arguments to which no response is required. To the extent the remainder of
6 Paragraph 98 contains allegations requiring a response, MGM denies them.

7 99. MGM avers that the DOJ publication referenced in footnote 50 speaks for itself. MGM
8 avers that the allegations of injuries, if they occurred, have multiple potential causes, none of which
9 are traceable to the Security Incident, and MGM denies any such allegations on that basis and
10 otherwise denies the allegations in Paragraph 99.

11 100. Paragraph 100 contains legal conclusions, characterizations, or arguments to which no
12 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
13 100.

14 101. MGM is without knowledge or information sufficient to form a belief as to the truth of
15 any allegations regarding criminal networks or markets and, on that basis, denies them. MGM
16 otherwise denies the allegations in Paragraph 101.

17 102. MGM avers that the websites referenced in footnote 51 speak for themselves.
18 Paragraph 102 otherwise contains legal conclusions, characterizations, or arguments to which no
19 response is required. To the extent a response is required, MGM is without knowledge or information
20 sufficient to form a belief as to the truth of the allegations in Paragraph 102 and, on that basis, denies
21 them.

22 103. Paragraph 103 contains legal conclusions, characterizations, or arguments to which no
23 response is required. To the extent a response is required, MGM is without knowledge or information
24 sufficient to form a belief as to the truth of the allegations in Paragraph 103 and, on that basis, denies
25 them.

26 104. MGM admits an unauthorized individual downloaded partial customer data from
27 MGM’s computer systems and posted and disclosed part of the it on a closed internet forum. MGM
28 avers that no customer financial information, passwords or credit cards were part of the data in

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 question and it was taken down and removed from the closed internet site. MGM is without knowledge
2 or information sufficient to form a belief as to the truth of any allegations regarding the intent of any
3 third parties and, on that basis, denies them. Except as expressly admitted herein, MGM denies the
4 allegations in Paragraph 104.

5 105. MGM avers that the websites referenced in footnotes 52 and 53 speak for themselves.
6 MGM otherwise denies the allegations in Paragraph 105.

7 106. Paragraph 106 contains legal conclusions, characterizations, or arguments to which no
8 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
9 106.

10 107. MGM admits it collects certain information in accordance with the terms of its privacy
11 policy. MGM is without knowledge or information sufficient to form a belief as to the truth of any
12 allegations regarding the intent of any third parties and, on that basis, denies them. Except as expressly
13 admitted herein, MGM denies the allegations in Paragraph 107.

14 108. MGM avers that the article referenced in footnote 54 speaks for itself. MGM otherwise
15 denies the allegations in Paragraph 108.

16 109. MGM is without knowledge or information sufficient to form a belief as to the truth of
17 any allegations regarding the intent of any third parties and, on that basis, denies them. The remaining
18 allegations contain legal conclusions, characterizations, or arguments to which no response is required.
19 To the extent the remainder of Paragraph 109 contains allegations requiring a response, MGM denies
20 them.

21 110. MGM denies the allegations in Paragraph 110.

22 111. MGM denies the allegations in Paragraph 111.

23 112. MGM denies the allegations in Paragraph 112.

24 113. MGM denies the allegations in Paragraph 113.

25 114. MGM is without knowledge or information sufficient to form a belief as to the truth of
26 any allegations regarding the intent of any third parties and, on that basis, denies them. MGM
27 otherwise denies the allegations in Paragraph 114.

28 115. MGM denies the allegations in Paragraph 115.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 116. MGM denies Plaintiffs and putative class members are entitled to any relief whatsoever
2 and otherwise denies the allegations in Paragraph 116.

3 117. MGM avers that the article referenced in footnote 55 speaks for itself. MGM denies
4 Plaintiffs and putative class members are entitled to any relief whatsoever and otherwise denies the
5 allegations in Paragraph 117.

6 118. MGM denies Plaintiffs and putative class members suffered and/or will suffer
7 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
8 relief whatsoever and otherwise denies the allegations in Paragraph 118.

9 119. Paragraph 119 contains legal conclusions, characterizations, or arguments to which no
10 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
11 119.

12 120. MGM denies the allegations in Paragraph 120.

13 121. MGM denies the allegations in Paragraph 121.

14 122. MGM avers that the websites referenced in footnotes 56 and 57 speak for themselves.
15 MGM otherwise denies the allegations in Paragraph 122.

16 123. MGM denies the allegations in Paragraph 123.

17 **CLASS ACTION ALLEGATIONS**

18 124. MGM admits Plaintiffs purport to bring this action as a “class action pursuant to Fed.
19 R. Civ. P. 23(a), (b)(2), (b)(3), and (c)(4)” on behalf of the putative class alleged in the Complaint.
20 MGM denies class certification is appropriate in this case and otherwise denies the allegations in
21 Paragraph 124.

22 125. MGM admits Plaintiffs purport to reference the putative class alleged collectively as
23 the “Nationwide Class.” MGM denies class certification is appropriate in this case and otherwise
24 denies the allegations in Paragraph 125.

25 126. MGM admits Plaintiffs purport to bring this action on behalf of the “Nationwide Class”
26 for Negligence, Negligent Misrepresentation, Breach of Implied Contract, Unjust Enrichment, and
27 violation of the Nevada Consumer Fraud Act, Nev. Rev. Stat. § 41.600. MGM denies class
28 certification is appropriate in this case and otherwise denies the allegations in Paragraph 126.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 127. Paragraph 127 contains legal conclusions, characterizations, or arguments to which no
2 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
3 127 and denies that Nevada law can be applied on a nationwide basis with respect to Plaintiffs’
4 common law claims.

5 128. Paragraph 128 contains legal conclusions, characterizations, or arguments to which no
6 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
7 128 and denies that the Nevada Consumer Fraud Act can be applied on a nationwide basis.

8 129. MGM admits that “[c]ertain Plaintiffs assert claims for violation of their home states’
9 unfair and deceptive trade practices statutes” in the alternative to their Nevada Consumer Fraud Act
10 claim. Except as expressly admitted herein, MGM denies the allegations in Paragraph 129 and denies
11 Plaintiffs and putative class members are entitled to any relief whatsoever—under the laws of Nevada,
12 their home states, or otherwise.

13 130. MGM admits that “[c]ertain Plaintiffs assert claims for violation of their home states’
14 data security statutes.” Except as expressly admitted herein, MGM denies the allegations in Paragraph
15 130 and denies Plaintiffs and putative class members are entitled to any relief whatsoever—under the
16 laws of Nevada, their home states, or otherwise.

17 131. MGM admits Plaintiffs purport to bring this action on behalf of various statewide
18 subclasses, including a California Subclass, a Connecticut Subclass, a Georgia Subclass, a New York
19 Subclass, an Ohio Subclass, and an Oregon Subclass (collectively, the “Subclasses”). MGM denies
20 class certification is appropriate in this case and otherwise denies the allegations in Paragraph 131.

21 132. MGM admits Plaintiffs purport to bring this action on behalf of the “statewide
22 Subclasses” for violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200,
23 *et seq.*, California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*, Connecticut Unfair
24 Trade Practices Act, Conn. Gen. Stat. § 42-110a, *et seq.*, Georgia Deceptive Trade Practices Act, Ga.
25 Code Ann. §§ 10-1-370 *et seq.*, New York General Business Law, N.Y. Gen. Bus. Law § 349, Ohio
26 Deceptive Trade Practice Act, Ohio Rev. Code §§ 4165.01, *et seq.*, Oregon Unlawful Trade Practices
27 Act, Ore. Stat. §§ 646.605, *et seq.*, and Oregon Consumer Information Protection Act, Ore. Stat. §§
28

1 646A.600, *et seq.* MGM denies class certification is appropriate in this case and otherwise denies the
2 allegations in Paragraph 132.

3 133. MGM admits Plaintiffs purport to exclude certain individuals from the putative classes
4 alleged in the Complaint. MGM denies class certification is appropriate in this case and otherwise
5 denies the allegations in Paragraph 133.

6 134. Paragraph 134 contains legal conclusions, characterizations, or arguments to which no
7 response is required. To the extent a response is required, MGM denies class certification is
8 appropriate in this case and otherwise denies the allegations in Paragraph 134.

9 135. MGM avers that the referenced “media reports” speak for themselves. MGM lacks
10 knowledge and information sufficient to form a belief as to the truth of any allegations regarding the
11 size of the putative class and, on that basis, denies them. The remaining allegations in Paragraph 135
12 contain legal conclusions, characterizations, or arguments to which no response is required. To the
13 extent the remainder of Paragraph 135 contains allegations requiring a response, MGM denies class
14 certification is appropriate in this case and otherwise denies the allegations in Paragraph 135.

15 136. Paragraph 136 contains legal conclusions, characterizations, or arguments to which no
16 response is required. To the extent a response is required, MGM denies class certification is
17 appropriate in this case and otherwise denies the allegations in Paragraph 136.

18 137. MGM lacks knowledge and information sufficient to form a belief as to whether the
19 Security Incident impacted any or all Plaintiffs and putative class members and, on that basis, denies
20 them. The remaining allegations in Paragraph 137 contain legal conclusions, characterizations, or
21 arguments to which no response is required. To the extent the remainder of Paragraph 137 contains
22 allegations requiring a response, MGM denies class certification is appropriate in this case and
23 otherwise denies the allegations in Paragraph 137.

24 138. MGM lacks knowledge and information sufficient to form a belief as to whether
25 Plaintiffs and their counsel can adequately represent the putative class and, on that basis, denies them.
26 The remaining allegations in Paragraph 138 contain legal conclusions, characterizations, or arguments
27 to which no response is required. To the extent the remainder of Paragraph 138 contains allegations
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 requiring a response, MGM denies class certification is appropriate in this case and otherwise denies
2 the allegations in Paragraph 138.

3 139. Paragraph 139 contains legal conclusions, characterizations, or arguments to which no
4 response is required. To the extent a response is required, MGM denies class certification is
5 appropriate in this case and otherwise denies the allegations in Paragraph 139.

6 140. Paragraph 140 contains legal conclusions, characterizations, or arguments to which no
7 response is required. To the extent a response is required, MGM denies class certification is
8 appropriate in this case and otherwise denies the allegations in Paragraph 140.

9 141. Paragraph 141 contains legal conclusions, characterizations, or arguments to which no
10 response is required. To the extent a response is required, MGM denies class certification is
11 appropriate in this case and otherwise denies the allegations in Paragraph 141.

12 142. Paragraph 142 contains legal conclusions, characterizations, or arguments to which no
13 response is required. To the extent a response is required, MGM denies class certification is
14 appropriate in this case and otherwise denies the allegations in Paragraph 142.

15 **CAUSES OF ACTION**

16 **FIRST CLAIM FOR RELIEF**

17 **Negligence**

18 143. In response to Paragraph 143, MGM incorporates by reference its responses to
19 Paragraphs 1 through 142 above.¹

20 144. MGM admits customers provide certain information during the reservation and/or
21 check-in process, which MGM collects in accordance with the terms of its privacy policy. Except as
22 expressly admitted herein, MGM denies the allegations in Paragraph 144.

23 145. Paragraph 145 contains legal conclusions, characterizations, or arguments to which no
24 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
25 145.

26 _____
27 ¹ In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying in Part
28 Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in Paragraphs
143 to 161 to the extent they are based solely on lost time damages; those aspects of the claim have
been dismissed.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 146. MGM denies any sensitive information was impacted by the Security Incident and
2 otherwise denies the allegations in Paragraph 146.

3 147. Paragraph 147 contains legal conclusions, characterizations, or arguments to which no
4 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
5 147.

6 148. Paragraph 148 contains legal conclusions, characterizations, or arguments to which no
7 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
8 148.

9 149. Paragraph 149 contains legal conclusions, characterizations, or arguments to which no
10 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
11 149.

12 150. Paragraph 150 contains legal conclusions, characterizations, or arguments to which no
13 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
14 150.

15 151. MGM admits it is a publicly traded company. The remaining allegations in Paragraph
16 151 contain legal conclusions, characterizations, or arguments to which no response is required. To
17 the extent the remainder of Paragraph 151 contains allegations requiring a response, MGM denies
18 them.

19 152. MGM denies it had inadequate data security and denies any allegations that it knew a
20 breach of its systems could cause harm to Plaintiffs and the putative class. The remaining allegations
21 in Paragraph 152 contain legal conclusions, characterizations, or arguments to which no response is
22 required. To the extent the remainder of Paragraph 152 contains allegations requiring a response,
23 MGM denies them.

24 153. MGM denies the allegations in Paragraph 153.

25 154. MGM denies the allegations in Paragraph 154.

26 155. Paragraph 155 contains legal conclusions, characterizations, or arguments to which no
27 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
28 155.

1 156. Paragraph 156 contains legal conclusions, characterizations, or arguments to which no
2 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
3 156.

4 157. MGM denies the allegations in Paragraph 157.

5 158. MGM denies the allegations in Paragraph 158.

6 159. MGM denies the allegations in Paragraph 159.

7 160. MGM denies the allegations in Paragraph 160.

8 161. MGM denies the allegations in Paragraph 161 and denies Plaintiffs or the putative class
9 are entitled to any relief whatsoever.

10 **SECOND CLAIM FOR RELIEF**

11 **Negligent Misrepresentation**

12 162. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
13 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
14 Paragraph 162 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

15 163. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
16 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
17 Paragraph 163 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

18 164. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
19 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
20 Paragraph 164 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

21 165. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
22 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
23 Paragraph 165 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

24 166. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
25 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
26 Paragraph 166 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

Huntton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 167. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
2 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
3 Paragraph 167 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

4 168. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
5 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
6 Paragraph 168 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

7 169. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
8 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
9 Paragraph 169 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

10 170. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 170 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

13 171. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
14 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
15 Paragraph 171 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

16 172. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
17 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
18 Paragraph 172 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

19 173. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
20 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
21 Paragraph 173 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

22 174. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
23 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
24 Paragraph 174 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

25 175. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
26 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
27 Paragraph 175 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.
28

1 176. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
2 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
3 Paragraph 176 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

4 177. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
5 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
6 Paragraph 177 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

7 178. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
8 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
9 Paragraph 178 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

10 179. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 179 because Plaintiffs’ negligent misrepresentation claim was dismissed with prejudice.

13 **THIRD CLAIM FOR RELIEF**

14 **Breach Of Implied Contract**

15 180. In response to Paragraph 180, MGM incorporates by reference its responses to
16 Paragraphs 1 through 179 above.

17 181. Paragraph 181 contains legal conclusions, characterizations, or arguments to which no
18 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
19 181.

20 182. MGM admits customers provide certain information during the reservation and/or
21 check-in process, which MGM collects in accordance with the terms of its privacy policy. Except as
22 expressly admitted herein, MGM denies the allegations in Paragraph 182.

23 183. MGM is without knowledge or information sufficient to form a belief as to the truth of
24 the allegations concerning the subjective beliefs of Plaintiffs and the putative class and, on that basis,
25 denies them. The remaining allegations contain legal conclusions, characterizations, or arguments to
26 which no response is required. To the extent the remainder of Paragraph 183 contains allegations
27 requiring a response, MGM denies them.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 184. MGM admits customers provide certain information during the reservation and/or
2 check-in process, which MGM collects in accordance with the terms of its privacy policy. MGM
3 otherwise denies the allegations in Paragraph 184.

4 185. MGM denies the allegations in Paragraph 185.

5 186. Paragraph 186 contains legal conclusions, characterizations, or arguments to which no
6 response is required. To the extent a response is required, MGM is without knowledge or information
7 sufficient to form a belief as to the truth of the allegations concerning the subjective beliefs of Plaintiffs
8 and the putative class and, on that basis, denies them. MGM otherwise denies the allegations in
9 Paragraph 186.

10 187. Paragraph 187 contains legal conclusions, characterizations, or arguments to which no
11 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
12 187.

13 188. MGM denies the allegations in Paragraph 188.

14 189. Paragraph 189 contains legal conclusions, characterizations, or arguments to which no
15 response is required. To the extent a response is required, MGM denies Plaintiffs and putative class
16 members suffered and/or will suffer economic loss or other actual harm as a result of the Security
17 Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in
18 Paragraph 189.

19 190. MGM denies the allegations in Paragraph 190 and denies Plaintiffs or the putative class
20 are entitled to any relief whatsoever.

21 **FOURTH CLAIM FOR RELIEF**

22 **Unjust Enrichment**

23 191. In accordance with the Court's November 2, 2022 Order Granting in Part and Denying
24 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
25 Paragraph 191 because Plaintiffs' unjust enrichment claim was dismissed.

26 192. In accordance with the Court's November 2, 2022 Order Granting in Part and Denying
27 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
28 Paragraph 192 because Plaintiffs' unjust enrichment claim was dismissed.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 193. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
2 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
3 Paragraph 193 because Plaintiffs’ unjust enrichment claim was dismissed.

4 194. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
5 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
6 Paragraph 194 because Plaintiffs’ unjust enrichment claim was dismissed.

7 195. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
8 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
9 Paragraph 195 because Plaintiffs’ unjust enrichment claim was dismissed.

10 196. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 196 because Plaintiffs’ unjust enrichment claim was dismissed.

13 197. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
14 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
15 Paragraph 197 because Plaintiffs’ unjust enrichment claim was dismissed.

16 198. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
17 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
18 Paragraph 198 because Plaintiffs’ unjust enrichment claim was dismissed.

19 199. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
20 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
21 Paragraph 199 because Plaintiffs’ unjust enrichment claim was dismissed.

22 200. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
23 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
24 Paragraph 200 because Plaintiffs’ unjust enrichment claim was dismissed.

25 201. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
26 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
27 Paragraph 201 because Plaintiffs’ unjust enrichment claim was dismissed.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 202. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
2 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
3 Paragraph 202 because Plaintiffs’ unjust enrichment claim was dismissed.

4 203. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
5 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
6 Paragraph 203 because Plaintiffs’ unjust enrichment claim was dismissed.

7 204. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
8 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
9 Paragraph 204 because Plaintiffs’ unjust enrichment claim was dismissed.

10 205. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 205 because Plaintiffs’ unjust enrichment claim was dismissed.

13 **FIFTH CLAIM FOR RELIEF**

14 **Violation Of The Nevada Consumer Fraud Act**

15 **Nev. Rev. Stat. § 41.600**

16 206. In response to Paragraph 206, MGM incorporates by reference its responses to
17 Paragraphs 1 through 205 above.

18 207. Paragraph 207 contains legal conclusions, characterizations, or arguments to which no
19 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
20 207.

21 208. MGM avers that the referenced statute speaks for itself. MGM otherwise denies the
22 allegations in Paragraph 208.

23 209. MGM avers that the referenced statute speaks for itself. MGM otherwise denies the
24 allegations in Paragraph 209.

25 210. MGM denies the allegations in Paragraph 210.

26 211. MGM denies the allegations in Paragraph 211.

27 212. MGM denies the allegations in Paragraph 212.

28 213. MGM denies the allegations in Paragraph 213.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 214. MGM denies the allegations in Paragraph 214.

2 215. In response to Paragraph 215, MGM avers that the referenced statute speaks for itself.
3 MGM otherwise denies the allegations in Paragraph 215.

4 216. Paragraph 216 contains legal conclusions, characterizations, or arguments to which no
5 response is required. To the extent a response is required, MGM denies Plaintiffs and putative class
6 members suffered and/or will suffer economic loss or other actual harm as a result of the Security
7 Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in
8 Paragraph 216.

9 217. MGM denies the allegations in Paragraph 217 and denies Plaintiffs or the putative class
10 are entitled to any relief whatsoever.

11 218. MGM denies the allegations in Paragraph 218 and denies Plaintiffs or the putative class
12 are entitled to any relief whatsoever.

13 **SIXTH CLAIM FOR RELIEF**

14 **Violation Of The California Unfair Competition Law (UCL)**

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

16 219. In response to Paragraph 219, MGM incorporates by reference its responses to
17 Paragraphs 1 through 218 above.

18 220. Paragraph 220 contains legal conclusions, characterizations, or arguments to which no
19 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
20 220.

21 221. In response to Paragraph 221, MGM avers that the referenced statute speaks for itself.

22 222. MGM denies the allegations in Paragraph 222.

23 223. MGM denies the allegations in Paragraph 223.

24 224. MGM denies the allegations in Paragraph 224.

25 225. MGM denies the allegations in Paragraph 225.

26 226. MGM denies the allegations in Paragraph 226.

27 227. MGM denies the allegations in Paragraph 227.

28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 228. MGM avers that the Form 10-K referenced in footnote 58 speaks for itself. MGM
2 otherwise denies the allegations in Paragraph 228.

3 229. MGM denies Plaintiffs and putative class members suffered and/or will suffer
4 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
5 relief whatsoever and otherwise denies the allegations in Paragraph 229.

6 230. MGM denies the allegations in Paragraph 230.

7 231. In response to Paragraph 231, MGM avers that the referenced statute speaks for itself.

8 232. Paragraph 232 contains legal conclusions, characterizations, or arguments to which no
9 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
10 232 and denies Plaintiffs or the putative class are entitled to any relief whatsoever.

11 233. MGM denies Plaintiffs and putative class members suffered and/or will suffer
12 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
13 relief whatsoever and otherwise denies the allegations in Paragraph 233.

14 234. MGM denies Plaintiffs and putative class members suffered and/or will suffer
15 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
16 relief whatsoever and otherwise denies the allegations in Paragraph 234.

17 **SEVENTH CLAIM FOR RELIEF**

18 **Violation Of The California Consumers Legal Remedies Act (CLRA)**

19 **Cal. Civ. Code §§ 1750, *et seq.***

20 235. In response to Paragraph 235, MGM incorporates by reference its responses to
21 Paragraphs 1 through 234 above.

22 236. In response to Paragraph 236, MGM avers that the referenced statute speaks for itself.
23 MGM otherwise denies the allegations in Paragraph 236.

24 237. Paragraph 237 contains legal conclusions, characterizations, or arguments to which no
25 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
26 237.

27
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 238. Paragraph 238 contains legal conclusions, characterizations, or arguments to which no
2 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
3 238.

4 239. Paragraph 239 contains legal conclusions, characterizations, or arguments to which no
5 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
6 239.

7 240. Paragraph 240 contains legal conclusions, characterizations, or arguments to which no
8 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
9 240.

10 241. In response to Paragraph 241, MGM avers that the referenced statute speaks for itself.

11 242. MGM denies the allegations in Paragraph 242.

12 243. Paragraph 243 contains legal conclusions, characterizations, or arguments to which no
13 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
14 243.

15 244. MGM denies the allegations in Paragraph 244.

16 245. MGM denies the allegations in Paragraph 245.

17 246. MGM denies the allegations in Paragraph 246.

18 247. MGM avers that the Form 10-K referenced in footnote 59 speaks for itself. MGM
19 otherwise denies the allegations in Paragraph 247.

20 248. In response to Paragraph 248, MGM avers that the referenced statute speaks for itself.

21 249. MGM denies Plaintiffs and putative class members suffered and/or will suffer
22 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
23 relief whatsoever and otherwise denies the allegations in Paragraph 249.

24 250. MGM denies the allegations in Paragraph 250 and denies Plaintiffs or the putative class
25 are entitled to any relief whatsoever.

26 251. MGM denies Plaintiffs and putative class members suffered and/or will suffer
27 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
28 relief whatsoever and otherwise denies the allegations in Paragraph 251.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 252. MGM denies Plaintiffs and putative class members suffered and/or will suffer
2 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
3 relief whatsoever and otherwise denies the allegations in Paragraph 252.

4 253. MGM denies the allegations in Paragraph 253 and denies Plaintiffs or the putative class
5 are entitled to any relief whatsoever.

6 254. MGM denies the allegations in Paragraph 254.

7 255. MGM denies Plaintiffs and putative class members suffered and/or will suffer
8 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
9 relief whatsoever and otherwise denies the allegations in Paragraph 255.

10 256. MGM denies Plaintiffs and putative class members suffered and/or will suffer
11 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
12 relief whatsoever and otherwise denies the allegations in Paragraph 256.

13 257. MGM denies class certification is appropriate in this case and otherwise denies the
14 allegations in Paragraph 257.

15 258. MGM admits Plaintiffs purport to have notified MGM of their claims under the CLRA.
16 MGM otherwise denies the allegations in Paragraph 258.

17 **EIGHTH CLAIM FOR RELIEF**

18 **Violation Of The California Customer Records Act (CCRA)**

19 **Cal. Civ. Code §§ 1798.80, et seq.**

20 259. In response to Paragraph 259, MGM incorporates by reference its responses to
21 Paragraphs 1 through 258 above.

22 260. Paragraph 260 contains legal conclusions, characterizations, or arguments to which no
23 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
24 260.

25 261. In response to Paragraph 261, MGM avers that the referenced statute speaks for itself.

26 262. In response to Paragraph 262, MGM avers that the referenced statute speaks for itself.

27 The remaining allegations contain legal conclusions, characterizations, or arguments to which no
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 response is required. To the extent the remainder of Paragraph 262 contains allegations requiring a
2 response, MGM denies them.

3 263. In response to Paragraph 263, MGM avers that the referenced statute speaks for itself.
4 MGM admits it did not encrypt the data at issue. MGM lacks knowledge and information sufficient
5 to form a belief as to the truth of any allegations as to whether the California Plaintiffs provided their
6 driver’s license number to MGM, much less whether MGM possesses the same. The remaining
7 allegations contain legal conclusions, characterizations, or arguments to which no response is required.
8 To the extent the remainder of Paragraph 263 contains allegations requiring a response, MGM denies
9 them.

10 264. MGM denies the allegations in Paragraph 264.

11 265. MGM denies Plaintiffs and putative class members suffered and/or will suffer
12 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
13 relief whatsoever and otherwise denies the allegations in Paragraph 265.

14 266. MGM denies the allegations in Paragraph 266 and denies Plaintiffs or the putative class
15 are entitled to any relief whatsoever.

16 **NINTH CLAIM FOR RELIEF**

17 **VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT**

18 **Conn. Gen. Stat. § 42-110a, et seq.**

19 267. In response to Paragraph 267, MGM incorporates by reference its responses to
20 Paragraphs 1 through 266 above.

21 268. Paragraph 268 contains legal conclusions, characterizations, or arguments to which no
22 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
23 268.

24 269. In response to Paragraph 269, MGM avers that the referenced statute speaks for itself.

25 270. MGM denies the allegations in Paragraph 270.

26 271. In response to Paragraph 271, MGM avers that the referenced statute speaks for itself.
27 The remaining allegations contain legal conclusions, characterizations, or arguments to which no
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
2 271.

3 272. Paragraph 272 contains legal conclusions, characterizations, or arguments to which no
4 response is required. To the extent a response is required, MGM denies the allegations in Paragraph
5 272 and denies that it “deceived” any of its customers in connection with its security practices or the
6 Security Incident.

7 273. In response to Paragraph 273, MGM avers that the referenced statute speaks for itself.

8 274. MGM denies Plaintiffs and putative class members suffered and/or will suffer
9 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
10 relief whatsoever and otherwise denies the allegations in Paragraph 274.

11 275. MGM denies Plaintiffs and putative class members suffered and/or will suffer
12 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
13 relief whatsoever and otherwise denies the allegations in Paragraph 275.

14 276. MGM denies Plaintiffs and putative class members suffered and/or will suffer
15 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
16 relief whatsoever and otherwise denies the allegations in Paragraph 276.

17 277. MGM denies the allegations in Paragraph 277 and denies Plaintiffs or the putative class
18 are entitled to any relief whatsoever.

19 278. In response to Paragraph 278, MGM avers that the referenced statute speaks for itself

20 279. In response to Paragraph 279, MGM avers that the referenced statute speaks for itself.

21 280. MGM denies the allegations in Paragraph 280 and denies Plaintiffs or the putative class
22 are entitled to any relief whatsoever.

23 281. MGM denies Plaintiffs and putative class members suffered and/or will suffer
24 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
25 relief whatsoever and otherwise denies the allegations in Paragraph 281.

26 282. MGM denies Plaintiffs and putative class members suffered and/or will suffer
27 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
28 relief whatsoever and otherwise denies the allegations in Paragraph 282.

TENTH CLAIM FOR RELIEF

Violation Of The Georgia Deceptive Trade Practices Act

Ga. Code Ann. §§ 10-1-370, *et seq.*

283. In response to Paragraph 283, MGM incorporates by reference its responses to Paragraphs 1 through 282 above.

284. Paragraph 284 contains legal conclusions, characterizations, or arguments to which no response is required. To the extent a response is required, MGM denies the allegations in Paragraph 284.

285. In response to Paragraph 285, MGM avers that the referenced statute speaks for itself.

286. MGM denies the allegations in Paragraph 286.

287. In response to Paragraph 287, MGM avers that the referenced statute speaks for itself.

288. MGM denies the allegations in Paragraph 288 and denies Plaintiffs or the putative class are entitled to any relief whatsoever.

289. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 289.

290. MGM denies the allegations in Paragraph 290 and denies Plaintiffs or the putative class are entitled to any relief whatsoever.

291. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 291.

292. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 292.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

ELEVENTH CLAIM FOR RELIEF

Violation Of New York General Business Law, N.Y.

Gen. Bus. Law § 349

293. In response to Paragraph 293, MGM incorporates by reference its responses to Paragraphs 1 through 292 above.

294. In response to Paragraph 294, MGM avers that the referenced statute speaks for itself.

295. MGM denies the allegations in Paragraph 295.

296. Paragraph 296 contains legal conclusions, characterizations, or arguments to which no response is required. To the extent a response is required, MGM denies the allegations in Paragraph 296 and denies that it “deceived” any of its customers in connection with its security practices or the Security Incident.

297. MGM denies the allegations in Paragraph 297.

298. MGM denies the allegations in Paragraph 298.

299. In response to Paragraph 299, MGM avers that the referenced statute speaks for itself.

300. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 300.

301. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 301.

302. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 302.

303. MGM denies Plaintiffs and putative class members suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 303.

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 304. MGM denies Plaintiffs and putative class members suffered and/or will suffer
2 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
3 relief whatsoever and otherwise denies the allegations in Paragraph 304.

4 305. MGM denies Plaintiffs and putative class members suffered and/or will suffer
5 economic loss or other actual harm as a result of the Security Incident, denies they are entitled to any
6 relief whatsoever and otherwise denies the allegations in Paragraph 305.

7 **TWELFTH CLAIM FOR RELIEF**

8 **Violation Of The Ohio Deceptive Trade Practices Act**

9 **Ohio Rev. Code §§ 4165.01, *et seq.***

10 306. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 306 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
13 prejudice.

14 307. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
15 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
16 Paragraph 307 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
17 prejudice.

18 308. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
19 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
20 Paragraph 308 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
21 prejudice.

22 309. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
23 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
24 Paragraph 309 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
25 prejudice.

26 310. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
27 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 Paragraph 310 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
2 prejudice.

3 311. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
4 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
5 Paragraph 311 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
6 prejudice.

7 312. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
8 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
9 Paragraph 312 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
10 prejudice.

11 313. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
12 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
13 Paragraph 313 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
14 prejudice.

15 314. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
16 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
17 Paragraph 314 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
18 prejudice.

19 315. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
20 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
21 Paragraph 315 because Plaintiffs’ Ohio Deceptive Trade Practices Act claim was dismissed with
22 prejudice.

23 **THIRTEENTH CLAIM FOR RELIEF**

24 **Violation Of The Oregon Unlawful Trade Practices Act**

25 **Ore. Stat. §§ 646.605, *et seq.***

26 316. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
27 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
28 Paragraph 316 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
2 to the remainder of Paragraph 316, MGM incorporates by reference its responses to Paragraphs 1
3 through 315 above.

4 317. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
5 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
6 Paragraph 317 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
7 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. The
8 remaining allegations contain legal conclusions, characterizations, or arguments to which no response
9 is required. To the extent a response is required, MGM denies the allegations in Paragraph 317.

10 318. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 318 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
13 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. The
14 remaining allegations contain legal conclusions, characterizations, or arguments to which no response
15 is required. To the extent a response is required, MGM denies the allegations in Paragraph 318.

16 319. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
17 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
18 Paragraph 319 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
19 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
20 to the remainder of Paragraph 319, MGM avers that the referenced statute speaks for itself.

21 320. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
22 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
23 Paragraph 320 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
24 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
25 to the remainder of Paragraph 320, MGM avers that the referenced statute speaks for itself.

26 321. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
27 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
28 Paragraph 321 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
2 otherwise denies the allegations in Paragraph 321.

3 322. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
4 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
5 Paragraph 322 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
6 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
7 to the remainder of Paragraph 322, MGM otherwise denies the allegations in Paragraph 322.

8 323. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
9 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
10 Paragraph 323 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
11 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
12 to the remainder of Paragraph 323, MGM avers that the referenced statute speaks for itself.

13 324. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
14 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
15 Paragraph 324 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
16 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
17 otherwise denies the allegations in Paragraph 324.

18 325. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
19 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
20 Paragraph 325 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
21 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
22 to the remainder of Paragraph 325, MGM avers that the referenced statute speaks for itself.

23 326. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
24 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
25 Paragraph 326 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
26 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
27 to the remainder of Paragraph 326, MGM otherwise denies Plaintiffs and putative class members
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident,
2 denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 326.

3 327. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
4 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
5 Paragraph 327 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
6 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
7 otherwise denies Plaintiffs and putative class members suffered and/or will suffer economic loss or
8 other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever
9 and otherwise denies the allegations in Paragraph 327.

10 328. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
11 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
12 Paragraph 328 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
13 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
14 otherwise denies Plaintiffs and putative class members suffered and/or will suffer economic loss or
15 other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever
16 and otherwise denies the allegations in Paragraph 328.

17 329. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
18 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
19 Paragraph 329 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
20 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. In response
21 to the remainder of Paragraph 329, MGM otherwise denies Plaintiffs and putative class members
22 suffered and/or will suffer economic loss or other actual harm as a result of the Security Incident,
23 denies they are entitled to any relief whatsoever and otherwise denies the allegations in Paragraph 329.

24 330. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
25 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
26 Paragraph 330 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
27 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. The
28 remaining allegations contain legal conclusions, characterizations, or arguments to which no response

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 is required. To the extent the remainder of Paragraph 330 contains allegations requiring a response,
2 MGM denies them.

3 331. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
4 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
5 Paragraph 331 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
6 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
7 otherwise denies the allegations in Paragraph 331.

8 332. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
9 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
10 Paragraph 332 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
11 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
12 otherwise denies Plaintiffs and putative class members suffered and/or will suffer economic loss or
13 other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever
14 and otherwise denies the allegations in Paragraph 332.

15 333. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
16 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
17 Paragraph 333 because Plaintiffs’ Oregon Unlawful Trade Practices Act claim was dismissed with
18 prejudice to the extent it was based on a violation of Oregon’s Consumer Information Act. MGM
19 otherwise denies Plaintiffs and putative class members suffered and/or will suffer economic loss or
20 other actual harm as a result of the Security Incident, denies they are entitled to any relief whatsoever
21 and otherwise denies the allegations in Paragraph 333.

22 **FOURTEENTH CLAIM FOR RELIEF**

23 **Violation Of The Oregon Consumer Information Protection Act**

24 **Ore. Stat. §§ 646A.600, *et seq.***

25 334. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
26 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
27 Paragraph 334 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
28 with prejudice.

1 335. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
2 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
3 Paragraph 335 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
4 with prejudice.

5 336. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
6 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
7 Paragraph 336 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
8 with prejudice.

9 337. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
10 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
11 Paragraph 337 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
12 with prejudice.

13 338. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
14 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
15 Paragraph 338 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
16 with prejudice.

17 339. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
18 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
19 Paragraph 339 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
20 with prejudice.

21 340. In accordance with the Court’s November 2, 2022 Order Granting in Part and Denying
22 in Part Motion to Dismiss (ECF No. 128), MGM is not required to respond to the allegations in
23 Paragraph 340 because Plaintiffs’ Oregon Consumer Information Protection Act claim was dismissed
24 with prejudice.

25 **DEFENSES**

26 MGM has not completed its investigation of the facts of this case, has not completed discovery
27 in this matter, and has not completed its preparation for trial. The defenses asserted herein are based
28 on MGM’s knowledge, information, and belief at this time. MGM specifically reserves the right to

1 modify, amend, or supplement any defense contained herein at any time. Without admitting any of
2 the facts alleged in the Complaint, MGM asserts and alleges the following separate additional
3 defenses. By setting forth these defenses, MGM does not assume the burden of proving any fact,
4 issue, or element of a cause of action where such a burden properly belongs to Plaintiffs.

5 **FIRST DEFENSE**

6 1. The Complaint, and each purported claim for relief therein, fails to state claims upon which
7 relief can be granted.

8 **SECOND DEFENSE**

9 2. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because
10 some or all of the Plaintiffs and putative class members are bound by their respective agreements to arbitrate
11 their claims.

12 **THIRD DEFENSE**

13 3. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because
14 they lack standing to assert their claims.

15 **FOURTH DEFENSE**

16 4. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by
17 contractual waiver, indemnification and limitation-of-liability provisions contained in the terms of use to
18 which Plaintiffs agreed.

19 **FIFTH DEFENSE**

20 5. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because of
21 the contributory negligence or comparative fault of Plaintiffs and/or their agents, particularly where Plaintiffs
22 or their agents released the information at issue to third parties.

23 **SIXTH DEFENSE**

24 6. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by the
25 doctrine of assumption of risk, as Plaintiffs assumed the risk their information could be viewed by
26 unauthorized persons in light of cautionary disclosures in the agreements pertinent to Plaintiffs' claims.

27 **SEVENTH DEFENSE**

28 7. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1 Plaintiffs' failure to mitigate damages.

2 **EIGHTH DEFENSE**

3 8. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by the
4 doctrines of waiver, estoppel and laches, particularly given the contractual waiver, indemnification and
5 limitation-of-liability provisions contained in the agreements pertinent to Plaintiffs' claims.

6 **NINTH DEFENSE**

7 9. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because
8 MGM's conduct was not the actual and/or proximate cause of Plaintiffs' alleged injuries. Rather, Plaintiffs'
9 alleged injuries, if any, are attributable to Plaintiffs' own actions and/or the actions of third parties, including
10 criminal actors.

11 **TENTH DEFENSE**

12 10. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by the
13 economic loss rule, as Plaintiffs plead no personal injury or property damage in connection with their tort
14 claims.

15 **ELEVENTH DEFENSE**

16 11. Plaintiffs' and putative class members' claims may be barred, in whole or in part, by MGM's
17 compliance with its obligations imposed under applicable state and federal statutes.

18 **TWELFTH DEFENSE**

19 12. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because
20 any alleged damages are too remote or speculative to allow a recovery.

21 **THIRTEENTH DEFENSE**

22 13. The purported cause of action under California Business & Professions Code sections 17200
23 *et seq.* is barred, in whole or in part, to the extent Plaintiffs seek nonrestitutionary disgorgement, as prohibited
24 by *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134 (2003), and related authority.

25 **FOURTEENTH DEFENSE**

26 14. Plaintiffs' and putative class members' claims may be barred, in whole or in part, because
27 Plaintiffs' alleged information is publicly available through other sources.
28

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

FIFTEENTH DEFENSE

15. The claims are not suitable for class treatment, and Plaintiffs have failed to allege facts sufficient to show otherwise.

SIXTEENTH DEFENSE

16. Plaintiffs are not proper representatives of the putative class alleged in the Complaint.

SEVENTEENTH DEFENSE

17. Plaintiffs’ and putative class members’ claims may be barred, in whole or in part, to the extent Plaintiffs seek equitable relief because an adequate remedy at law exists.

EIGHTEENTH DEFENSE

18. The Complaint, to the extent it seeks punitive, exemplary or statutory damages, violates MGM’s right to protection from “excessive fines” as provided in the Eighth Amendment to the United States Constitution, as well as Article 1, Section 17 of the Constitution of the State of California, and violates MGM’s right to substantive due process as provided in the Fifth and Fourteenth Amendments to the United States Constitution and in the California Constitution.

OTHER DEFENSES

MGM presently has insufficient knowledge and/or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. MGM reserves the right to assert additional defenses as applicable.

PRAYER

WHEREFORE, MGM prays for judgment as follows:

1. That all relief requested in the Complaint be denied;
2. That Plaintiffs take nothing by this action;
3. That MGM be awarded the costs of suit incurred herein;
4. That MGM be awarded its attorneys’ fees according to proof; and

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 19th day of December, 2022, I caused to be served a true and correct copy of the above and foregoing **DEFENDANT MGM RESORTS INTERNATIONAL’S ANSWER TO PLAINTIFFS’ CONSOLIDATED CLASS ACTION COMPLAINT, JURY DEMAND** via the Court's CM/ECF service system.

/s/ Shannon Dinkel
An employee of PISANELLI BICE PLLC

Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071-2627

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28