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13 **AUTOZONE PARTS, INC., AUTOZONE, INC., and**
14 **AUTOZONE.COM, INC.**

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 28 2017

Sherri R. Carter, Executive Officer/Clerk
By: Veronica Hillard, Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 MARY RUTH HUGHES, an individual and
13 KEVIN SHENKMAN, an individual, on behalf
14 of themselves and all others similarly situated,

15 Plaintiffs,

16 v.

17 AUTOZONE PARTS, INC., a Nevada
18 Corporation, AUTOZONE, INC., a Nevada
19 Corporation, AUTOZONE.COM, INC., a
20 Corporate entity of unknown origin; and DOES
21 1-20,

22 Defendants.

Case No.: BC631080

[Case Assigned for all purposes to the
Honorable Maren E. Nelson]

**DEFENDANTS AUTOZONE PARTS,
INC., AUTOZONE, INC., AND
AUTOZONE.COM, INC.'S ANSWER
TO PLAINTIFFS' CLASS ACTION
COMPLAINT**

Dept.: 307

Complaint Filed: August 18, 2016

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ANSWER

Defendants AutoZone Parts, Inc., AutoZone, Inc., and AutoZone.com, Inc. (together “Defendants”), through their counsel, hereby answer the Class Action Complaint (“Complaint”) filed by Plaintiffs Mary Ruth Hughes and Kevin Shenkman on behalf of themselves and others similarly situated (collectively referred to as “Plaintiffs”).

GENERAL DENIAL

Pursuant to California Code of Civil Procedure Section 431.30(d), Defendants deny, generally and specifically, each and every allegation of every cause of action pleaded in the Complaint. Defendants further deny that Plaintiffs have sustained damages or are entitled to relief in any sum, form or amount whatsoever, by reason of any act, breach or omission on the part of Defendants or its agents, employees or representatives.

DEFENDANTS’ AFFIRMATIVE DEFENSES

Pursuant to California Code of Civil Procedure Section 431.30(b)(2), Defendants set forth the following affirmative defenses. In doing so, they reserve the right to assert additional defenses if their existence is later established through discovery or investigation and/or Plaintiffs attempts to amend their complaint to state any new or different claims. Defendants, by pleading these defenses, are not assuming the burden of proof with respect to any issues where the burden is properly on Plaintiffs or any purported class they seek to represent. Defendants also reserve the right to seek leave to add counterclaims against Plaintiffs and/or any purported class to the extent such claims are later revealed during discovery or otherwise identified or clarified in connection with any proceeding to certify any form of purported class and/or the existence of any such purported class is otherwise later identified or clarified, or such a class is certified.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. The Complaint and each purported cause of action contained therein fails to state a claim upon which relief can be granted.

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SECOND AFFIRMATIVE DEFENSE

(Standing)

2. Plaintiffs have no standing to assert any of the claims set forth in the Complaint, either on behalf of themselves or as a representative of any purported class.

THIRD AFFIRMATIVE DEFENSE

(Improper Party)

3. Defendants AutoZone Parts, Inc. and AutoZone, Inc., are not proper parties as they are not responsible for the Rewards Program at issue in this case.

FOURTH AFFIRMATIVE DEFENSE

(Misjoinder of Parties)

4. Plaintiffs' action is improperly plead and should be dismissed because there has been a misjoinder of parties.

FIFTH AFFIRMATIVE DEFENSE

(No Damages)

5. Plaintiffs and the members of the purported plaintiff class have suffered no damages by reason of any act or omission of Defendants.

SIXTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

6. Plaintiffs and the members of the purported plaintiff class have failed to mitigate damages.

SEVENTH AFFIRMATIVE DEFENSE

(Failure to State a Claim for Punitive Damages)

7. The Complaint fails to state facts sufficient to recover punitive or exemplary damages under California Civil Code § 3294.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Allege Fraud with Sufficient Particularity)

8. Plaintiffs have failed to allege fraud with sufficient particularity to state a cause of action against Defendants.

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NINTH AFFIRMATIVE DEFENSE

(Statutes of Limitation)

9. The Complaint and each purported cause of action contained therein is barred by the applicable statutes of limitations, including, without limitation, California Code of Civil Procedure §§ 337, 338(d), 338(h), 1783, and California Business & Professions Code § 17208.

TENTH AFFIRMATIVE DEFENSE

(Knowledge, Consent, and Agreement)

10. The Complaint and each claim set forth therein, is barred by Plaintiffs' and the purported class' knowledge of, and consent and agreement to, the matters alleged.

ELEVENTH AFFIRMATIVE DEFENSE

(Waiver/Estoppel)

11. Plaintiffs and the members of the purported plaintiff class have waived and/or are estopped from asserting each purported cause of action in the Complaint.

TWELTH AFFIRMATIVE DEFENSE

(Laches)

12. The Complaint and each purported cause of action contained therein is barred by the doctrine of laches because Plaintiffs and the purported plaintiff class inexcusably and unreasonably delayed in filing and serving the Complaint in this action to Defendants' prejudice.

THIRTEENTH AFFIRMATIVE DEFENSE

(Voluntary Payment)

13. Plaintiffs and the members of the purported plaintiff class are barred from recovering moneys voluntarily paid based upon the voluntary payment doctrine.

FOURTEENTH AFFIRMATIVE DEFENSE

(Adequate Remedy At Law)

14. Plaintiff and all members of the purported plaintiff class are barred from seeking equitable relief because an adequate remedy exists at law.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Legal Fault of Plaintiff)

15. Defendants are informed and believe, and on that basis allege, that any purported injury suffered by Plaintiffs or members of the purported plaintiff class were, either wholly or in part, the legal fault of Plaintiffs or the purported class members and that legal fault reduces the percentage of responsibility, if any, which is to be borne by Defendants.

SIXTEENTH AFFIRMATIVE DEFENSE

(Limitations on Liability)

16. Plaintiffs and the purported plaintiff class' entitlement to damages, if any, is subject to the limitations of liability contained in the AutoZone Rewards Program Terms and Conditions.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Release)

17. Plaintiffs and the purported plaintiff class, have released the claims set forth in the Complaint pursuant to AutoZone Rewards Program Terms and Conditions.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Class Action Inappropriate)

18. Plaintiff fails, in whole or in part, to meet the requirements for class certification.

NINETEENTH AFFIRMATIVE DEFENSE

(Waiver of Class Action)

19. Plaintiffs, and the purported plaintiff class members, contractually waived any right to pursue their claims through a class action.

TWENTIETH AFFIRMATIVE DEFENSE

(Waiver of Right to Jury Trial)

20. Plaintiffs, and the purported plaintiff class members, contractually waived any right to jury trial on any of their claims.

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TWENTY-FIRST AFFIRMATIVE DEFENSE

(Ratification)

21. Plaintiffs, and the purported plaintiff class members, have enjoyed the benefits of the program which is the subject of the Complaint and are thereby barred from making the claims for relief set forth in the Complaint.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unintentional Acts/Bona Fide Error)

22. The claims of Plaintiff and the purported plaintiff class members under the Consumer Legal Remedies Act are barred by the good faith and unintentional error defense provided for in California Civil Code §1784.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Choice of Law)

23. The choice of law clause in the AutoZone Rewards Program Terms and Conditions preclude Plaintiffs and the purported members of Plaintiffs' alleged class from asserting claims under laws other than the jurisdiction specified.

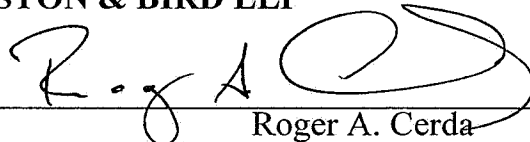
PRAAYER FOR RELIEF

WHEREFORE, Defendants prays for judgment in their favor as follows:

1. That Plaintiffs take nothing by reason of the Complaint;
2. That judgment be entered for Defendants against Plaintiffs;
3. For their attorneys' fees and costs of suit; and
4. For any and all such further relief as the Court may deem proper.

DATED: July 28, 2017

PETER E. MASAITIS
ROGER A. CERDA
AMBER A. HANNAH
ALSTON & BIRD LLP



Roger A. Cerda

Attorneys for Defendants
AUTOZONE PARTS, INC., AUTOZONE, INC., and
AUTOZONE.COM, INC.

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PROOF OF SERVICE

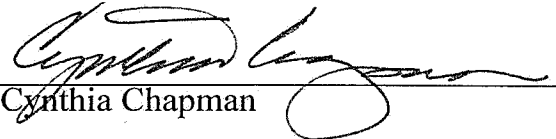
I, Cynthia Chapman, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Alston & Bird LLP, 333 South Hope Street, Sixteenth Floor, Los Angeles, CA 90071.

On July 28, 2017, I served the document(s) described as **DEFENDANTS AUTOZONE PARTS, INC., AUTOZONE, INC., AND AUTOZONE.COM, INC.'S ANSWER TO PLAINTIFFS' CLASS ACTION COMPLAINT** on the interested parties in this action as follows: **See Attached Service List**

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- BY UPS NEXT DAY AIR: I deposited such envelope in a facility regularly maintained by UPS with delivery fees fully provided for or delivered the envelope to a courier or driver of UPS authorized to receive documents at Alston & Bird LLP, 333 South Hope Street, Los Angeles, California 90071 with delivery fees fully provided for.
- BY FACSIMILE: I telecopied a copy of said document(s) to the following addressee(s) at the following number(s) in accordance with the written confirmation of counsel in this action.
- BY E-SERVICE: Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses through Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- [State] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [Federal] I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 28, 2017, at Los Angeles, California.


Cynthia Chapman

Mary Ruth Hughes, et al. v. AutoZone Parts Inc., et al.,
Los Angeles County Superior Court
Case No. BC631080

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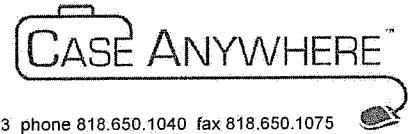
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