

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
VICKIE JEFFREYS *Individually and on Behalf of
All Other Persons Similarly Situated,*

Plaintiff,

-against-

THE ESTEE LAUDER COMPANIES, INC.,
ESTEE LAUDER INC., ELC BEAUTY LLC, ELC
MANAGEMENT LLC AND JO MALONE INC.,

Defendants.
-----X

Civ. No.: 1:19-cv-04996

**DEFENDANTS' ANSWER
WITH AFFIRMATIVE AND
OTHER DEFENSES**

Defendants THE ESTEE LAUDER COMPANIES INC., ESTEE LAUDER INC.,
ELC BEAUTY LLC, ELC MANAGEMENT LLC AND JO MALONE INC. (collectively
“Defendants”), by and through their undersigned attorneys, Jackson Lewis P.C., hereby respond
to the allegations in the Complaint filed by Plaintiff Vickie Jeffreys (“Complaint”) and states as
follows:

AS TO “NATURE OF THE ACTION”

1. Defendants deny the allegations set forth in Paragraph “1” of the Complaint, except admit that Plaintiff purports to bring the action described in Paragraph “1” of the Complaint.
2. Defendants deny the allegations set forth in Paragraph “2” of the Complaint, except admit that Plaintiff purports to bring the action described in Paragraph “2” of the Complaint.

AS TO “THE PARTIES

(I. Plaintiff)”

3. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “3” of the Complaint, except aver, based upon

information provided by Plaintiff in the course of Plaintiff's employment, that Plaintiff at times resided in New Jersey.

4. Defendants deny the allegations contained in Paragraph "4" of the Complaint.

5. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph "5" of the Complaint.

("II. Defendants")

6. Defendants admit the allegations contained in Paragraph "6" of the Complaint.

7. Defendants admit the allegations contained in Paragraph "7" of the Complaint.

8. Defendants admit the allegations contained in Paragraph "8" of the Complaint, except deny that Defendant ELC Beauty LLC is headquartered in New York, New York.

9. Defendants admit the allegations contained in Paragraph "9" of the Complaint, except deny that Defendant ELC Management is headquartered in New York, New York.

10. Defendants admit the allegations contained in Paragraph "10" of the Complaint, except deny that Defendant Jo Malone Inc. is headquartered in New York, New York.

11. Defendants deny the allegations set forth in Paragraph "11" of the Complaint, except aver that the reference to "www.elcompanies.com/en/who-we-are", to the extent it is accurate, speaks for itself.

12. The allegations set forth in Paragraph "12" of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph "12" of the Complaint.

13. The allegations set forth in Paragraph "13" of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph "13" of the Complaint.

14. The allegations set forth in Paragraph “14” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “14” of the Complaint.

15. The allegations set forth in Paragraph “15” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “15” of the Complaint but aver that Plaintiff at times during her employment engaged in “commerce.”

AS TO “JURISDICTION AND VENUE”

16. The allegations set forth in Paragraph “16” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants admit that this Court has jurisdiction, generally, pursuant to the statutes cited in Paragraph “16” of Plaintiff’s Complaint, but deny that jurisdiction and supplemental jurisdiction should be exercised in this case, and further deny all remaining allegations set forth in Paragraph “16” of Plaintiff’s Complaint.

17. The allegations set forth in Paragraph “17” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny that this court should exercise jurisdiction, but admit that to the extent jurisdiction is proper, venue is appropriate in the Southern District of New York and deny all remaining allegations in Paragraph “17” of Plaintiff’s Complaint.

18. The allegations set forth in Paragraph “18” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants admit that they each conduct business in the Southern District of New York and deny knowledge or information sufficient to form a belief as to what is meant by “regularly.”

19. The allegations set forth in Paragraph “19” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants admits that they are subject to personal jurisdiction in the Southern District of New York, but deny that jurisdiction should be exercised in this case, and further deny all remaining allegations in Paragraph “19” of Plaintiff’s Complaint.

20. The allegations set forth in Paragraph “20” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants admit that this Court has the power to issue a declaratory judgment, generally, pursuant to the statutes cited in Paragraph “20” of Plaintiff’s Complaint, but deny that such power should be exercised in this case and further deny all remaining allegations set forth in Paragraph “20” of Plaintiff’s Complaint.

AS TO “FLSA COLLECTIVE ACTION ALLEGATIONS”

21. Defendants admit that Plaintiff purports to bring claims on behalf of “persons who are or were formerly employed by Estee Lauder as Representatives” pursuant to FLSA 29 U.S.C. § 216(b) but, except as so admitted, deny the remaining allegations set forth in Paragraph “21” of Plaintiff’s Complaint.

22. Defendants deny the allegations contained in Paragraph “22” of the Complaint.

23. Defendants deny the allegations contained in Paragraph “23” of the Complaint.

24. Defendants deny the allegations contained in Paragraph “24” of the Complaint.

AS TO “NY CLASS ALLEGATIONS”

25. Defendants admit that Plaintiff purports to bring class claims on behalf of “persons who are or were formerly employed by Estee Lauder as Representatives” pursuant to the NYLL and Fed. R. Civ. P. R. 23 but, except as so admitted, deny the remaining allegations set forth in Paragraph “25” of Plaintiff’s Complaint.

26. Defendants deny the allegations contained in Paragraph “26” of the Complaint.

27. Defendants deny the allegations contained in Paragraph “27”, inclusive of denying sub-paragraphs “a-i.”

28. Defendants deny the allegations contained in Paragraph “28” of the Complaint.

AS TO “FACTUAL ALLEGATIONS”

29. Defendants deny the allegations contained in Paragraph “29” of the Complaint.

30. Defendants deny the allegations contained in Paragraph “30” of the Complaint.

31. Defendants deny the allegations contained in Paragraph “31” of the Complaint.

32. Defendants deny the allegations contained in Paragraph “32” of the Complaint.

33. Defendants deny the allegations contained in Paragraph “33” of the Complaint.

34. Defendants deny the allegations contained in Paragraph “34” of the Complaint.

35. Defendants deny the allegations contained in Paragraph “35” of the Complaint, inclusive of denying the allegations in sub-paragraphs “a-e.”

36. Defendants deny the allegations contained in Paragraph “36” of the Complaint.

37. Defendants deny the allegations contained in Paragraph “37” of the Complaint.

AS TO “FIRST CAUSE OF ACTION[:] Fair Labor Standards Act—Unpaid Overtime Wages On Behalf of Plaintiff and the FLSA Collective”

38. Defendants repeat and reallege each and every response to Paragraphs “1” through “37” of the Complaint as if set forth fully herein.

39. Defendants deny the allegations contained in Paragraph “39” of the Complaint.

40. The allegations set forth in Paragraph “40” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “40” of the Complaint but aver that Plaintiff, at times, engaged in “commerce.”

41. The allegations set forth in Paragraph “41” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants admit that the provisions of the FLSA speak for themselves, and deny the remaining allegations contained in Paragraph “41” of the Complaint.

42. The allegations set forth in Paragraph “43” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph “42” of the Complaint.

43. The allegations set forth in Paragraph “43” of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph “43” of the Complaint.

44. Defendants deny the allegations contained in Paragraph “44” of the Complaint.

45. Defendants deny the allegations contained in Paragraph “45” of the Complaint.

46. Defendants deny the allegations contained in Paragraph “46” of the Complaint.

47. Defendants deny the allegations contained in Paragraph “47” of the Complaint.

48. Defendants deny the allegations contained in Paragraph “48” of the Complaint.

49. Defendants deny the allegations contained in Paragraph “49” of the Complaint.

**AS TO “SECOND CAUSE OF ACTION[:] NYLL—Unpaid Overtime Wages On
Behalf of Plaintiff and the New York Rule 23 Class”**

50. [mis-numbered “46”] Defendants repeat and reallege each and every response to Paragraphs “1” through “49” of the Complaint as if set forth fully herein.

51. [mis-numbered “47”] Defendants deny the allegations contained in Paragraph “51” [mis-numbered “47”] of the Complaint.

52. [mis-numbered “48”] Defendants deny the allegations contained in Paragraph “52” [mis-numbered “48”] of the Complaint.

53. [mis-numbered “49”] The allegations set forth in Paragraph “53” [mis-numbered “49”] of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants aver that the provisions of the NYLL speak for themselves, and deny the remaining allegations contained in Paragraph “53” of the Complaint.

54. [mis-numbered “50”] Defendants deny the allegations contained in Paragraph “54” [mis-numbered “50”] of the Complaint.

55. [mis-numbered “51”] Defendants deny the allegations contained in Paragraph “55” [mis-numbered “51”] of the Complaint.

56. [mis-numbered “52”] Defendants deny the allegations contained in Paragraph “56” [mis-numbered “52”] of the Complaint.

**AS TO “THIRD CAUSE OF ACTION[:] New York Labor Law Article 6—
Unpaid Wages (Brought on Behalf of Plaintiff and the members of the New
York Rule 23 Class)”**

57. [mis-numbered “53”] Defendants repeat and reallege each and every response to Paragraphs “1” through “56” of the Complaint as if set forth fully herein.

58. [mis-numbered “54”] The allegations set forth in Paragraph “58” [mis-numbered “54”] of Plaintiff’s Complaint state conclusions of law to which no response is required. To the extent a response is required, Defendants aver that the provisions of the NYLL speak for themselves, and deny the remaining allegations contained in Paragraph “58” of the Complaint.

59. [mis-numbered “55”] Defendants deny the allegations contained in Paragraph “59” [mis-numbered “55”] of the Complaint.

60. [mis-numbered “56”] Defendants deny the allegations contained in Paragraph “60” [mis-numbered “56”] of the Complaint.

61. [mis-numbered “57”] Defendants deny the allegations contained in Paragraph “61” [mis-numbered “57”] of the Complaint.

62. [mis-numbered “58”] Defendants deny the allegations contained in Paragraph “62” [mis-numbered “58”] of the Complaint.

AS TO “PRAYER FOR RELIEF”

63. Defendants deny the allegations contained therein, including any claim for relief contained in the “PRAYER FOR RELIEF” clause, including specifically sub-paragraphs (A) through (L).

AS TO “DEMAND FOR TRIAL BY JURY”

64. Defendants aver that Plaintiff demands a jury trial.

STATEMENT OF AFFIRMATIVE DEFENSES AND OTHER DEFENSES

65. Defendants assert the following affirmative and other defenses without assuming any burden of production or proof that they would not otherwise have:

AS AND FOR A FIRST DEFENSE

66. Plaintiff fails to state a claim upon which relief may be granted, either on her behalf or on behalf of those persons whom she purports to represent.

AS AND FOR A SECOND DEFENSE

67. Plaintiff’s claims are barred, in whole or in part, by the applicable limitations period.

AS AND FOR A THIRD DEFENSE

68. Plaintiff has been paid all wages due and owing and, as such, cannot state a claim upon which relief may be granted.

AS AND FOR A FOURTH DEFENSE

69. Plaintiff’s claims are barred, in whole or in part, by the de minimis doctrine.

AS AND FOR A FIFTH DEFENSE

70. Plaintiff's claims are barred, in whole or in part, by the doctrines of laches, estoppel, waiver and/or other equitable defenses.

AS AND FOR A SIXTH DEFENSE

71. Plaintiff is not entitled to equitable relief insofar as she has an adequate remedy at law.

AS AND FOR A SEVENTH DEFENSE

72. At all times relevant hereto, Defendants acted in good faith, with reasonable grounds for believing that Plaintiff was paid all wages owed or otherwise paid in compliance with the minimum wage and overtime requirements under federal and state law, and did not violate any rights which may be secured to Plaintiff or to employees who are similarly situated under law, rule or regulation and inter alia are not liable for liquidated damages.

AS AND FOR AN EIGHTH DEFENSE

73. Plaintiff cannot establish a willful violation under the FLSA or any state wage and hour law.

AS AND FOR A NINTH DEFENSE

74. Plaintiff's claims for damages are barred or limited by Defendants' good faith efforts to comply with applicable law.

AS AND FOR A TENTH DEFENSE

75. This case may not be maintained as a collective action because Plaintiff is not similarly-situated to the other individuals she purports to represent.

AS AND FOR AN ELEVENTH DEFENSE

76. Plaintiff lacks standing to be and is not adequate representatives of the putative class action and, as such, the Court should not authorize notice to be issued or a class action to be maintained under federal or state law.

AS AND FOR A TWELFTH DEFENSE

77. Plaintiff has not and cannot satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure.

AS AND FOR A THIRTEENTH DEFENSE

78. This case is not appropriate for class action certification because the facts and law common to the case, if any, are insignificant compared to the individual facts and issues particular to Plaintiff and to the purported class action members.

AS AND FOR A FOURTEENTH DEFENSE

79. Plaintiff cannot establish or maintain a class action because it cannot be demonstrated that a class action is superior to other methods available for adjudicating any controversy.

AS AND FOR A FIFTEENTH DEFENSE

80. To the extent any members of the putative class action have signed a release and/or waiver encompassing claims alleged in the Complaint or a contractual waiver or agreement contrary to their claims herein, their claims are barred by that release, waiver or agreement.

AS AND FOR A SIXTEENTH DEFENSE

81. All claims are barred in whole or in part to the extent that the work performed falls within exemptions, exclusions, exceptions, or credits set forth in federal or state law.

AS AND FOR A SEVENTEENTH DEFENSE

82. To the extent that Plaintiff failed to make good faith and diligent efforts to mitigate her purported damages and injuries, any relief awarded to Plaintiff should be reduced, in whole or in part.

AS AND FOR AN EIGHTEENTH DEFENSE

83. Plaintiff's claims pursuant to New York Labor Law § 195 also are barred because, to the extent Plaintiff did not receive any required notice pursuant to that law, Defendants reasonably believed in good faith that it was not required to provide the employee with notice pursuant to the law. This defense also may apply to the claim of some or all of the class of allegedly similarly-situated persons.

AS AND FOR A NINETEENTH DEFENSE

84. At all relevant times, Defendants acted reasonably and in good faith and did not violate, interfere with, refuse or deny any rights which may be secured to Plaintiff under any federal, state, city, or local laws, rules, regulations, codes, guidelines or common law and did not retaliate against Plaintiff.

RESERVATION OF RIGHTS

In addition to the foregoing defenses, Defendants retain the right to amend their Answer to raise additional affirmative defenses and other defenses or pursue any available counterclaims against Plaintiff or any putative class action member who joins this action as those claims become known during this litigation.

WHEREFORE, Defendants respectfully request that the Court:

- (a) Dismiss the Complaint in its entirety, with prejudice;

- (b) Deny each and every demand and prayer for relief contained in the Complaint;
- (c) Award Defendants reasonable attorneys' fees and costs, incurred in defending against this action; and
- (d) Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

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Dated: July 1, 2019
New York, New York

By: s/ Wendy J. Mellk
Wendy J. Mellk (WM-1515)
Sarah K. Hook (SH-1005)

ATTORNEYS FOR DEFENDANTS