

1 Rebecca A. Peterson (241858)
2 **LOCKRIDGE GRINDAL NAUEN P.L.L.P.**
3 100 Washington Avenue South, Suite 2200
4 Minneapolis, MN 55401
5 Telephone: (612) 339-6900
6 Facsimile: (612) 339-0981
7 rapeterson@locklaw.com

8 [additional counsel listed on signature page]

9 *Counsel for Plaintiff and the Proposed Class*

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO / OAKLAND DIVISION**

13 CRYSTAL CRAIG, TIFFANY BRYANT &
14 SAIT KURMANGALIYEV, Individually and
15 on Behalf of All Others Similarly Situated,

16 Plaintiffs,

17 vs.

18 META PLATFORMS, INC.,

19 Defendant.

Case No.

CLASS ACTION COMPLAINT FOR:

- 1) **Breach of Contract;**
- 2) **Breach of the Covenants of Good Faith and Fair Dealing;**
- 3) **Intrusion Upon Seclusion;**
- 4) **Electronic Communications Privacy Act;**
- 5) **Federal Wiretap Act;**
- 6) **California Invasion of Privacy Act;**
- 7) **Negligent Misrepresentation;**
- 8) **Cal. Bus. & Prof. Code §§ 17200;**
- 9) **815 ILCS §§ 505;**
- 10) **815 ILCS §§ 510/2; and**
- 11) **N.Y. Gen. Bus. Law § 349**

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. Plaintiffs Crystal Craig, Tiffany Bryant, and Sait Kurmangaliyev, on behalf of
3 themselves and all others similarly situated, allege as follows upon personal knowledge as to their
4 own conduct and on information and belief as to all other matters, based on investigation by
5 counsel, such that each allegation has evidentiary support or is likely to have evidentiary support
6 upon further investigation and discovery:

7 2. Plaintiffs bring this action on behalf of themselves and millions of other Americans
8 whose financial privacy has been violated by Facebook’s Pixel tracking tool. As explained herein,
9 Facebook knows (or should have known) that its Pixel tracking tool is being improperly used on
10 the websites of financial services providers and online tax-filing services such as H&R Block
11 (“Block”), TaxAct, and TaxSlayer, resulting in the wrongful, contemporaneous, re-direction to
12 Facebook of sensitive financial communications and tax filer information. This unlawful
13 transmission and collection of data is done without the knowledge or authorization of the customers,
14 like Plaintiffs, in violation of Defendant’s contracts with its users, as well as in violation of various
15 federal and state laws.

16 3. When a customer communicates with a financial services or tax filing provider’s
17 website and Facebook Pixel is present on the customer portal login page, the Facebook Pixel source
18 code causes the exact content of the communication with their tax filing provider to be re-directed
19 to Facebook in a fashion that identifies them as a tax filer and sends filers’ tax-return data to Meta
20 without their consent and in violation of federal law.

21 4. Unbeknownst to Plaintiffs, and millions of other customers around the country,
22 when they signed into an online tax or financial services provider, the Facebook Pixel secretly
23 deployed on the webpage sent to Facebook the fact that they had clicked to sign-in to the portal.
24 The data that the Facebook Pixel causes to be re-directed from the customer’s computing device to
25 Facebook includes tax filers’ names, email addresses, adjusted gross incomes, tax-filing statuses,
26 refund amounts, dependents’ college scholarship amounts, dependents’ names, and other
27 information. The Facebook Pixel also shares that the customer was communicating with a tax filing
28 institution, the customer’s Internet Protocol address, identifiers that Facebook uses to identify the

1 customer and his/her device, including cookies named c-user, datr, fr, and fbp (*i.e.* Facebook Pixel);
2 and browser attribute information sufficient to fingerprint the customer’s device. This information
3 is collectively referred to as “sensitive financial information” throughout.

4 5. The Facebook Pixel collected this information regardless of whether the filer had an
5 account on Meta’s social media platforms such as Facebook or Instagram, and regardless of whether
6 the customer had agreed to share their information – in fact, even when filers expressly declined to
7 share their information, the Facebook Pixel collected it anyway.

8 6. As explained in further detail below, transmission of tax-filer data is a crime. 28
9 U.S.C. § 7216. Disclosure of such information to third parties is permitted under specific
10 circumstances, but only with valid consent. Neither Facebook nor any of the financial services
11 institutions that deployed the Facebook Pixel on their web properties (“Facebook Partner Financial
12 Data Providers”) procured valid authorizations for the disclosure of tax-return information to
13 Facebook.

14 7. In addition, in absence of authorization, Facebook’s collection of sensitive financial
15 information from Facebook Partner Financial Data Providers violates Defendant’s privacy promises
16 to users. Facebook promises users that “publishers can send us information through Meta Business
17 Tools [such as] the Meta Pixel” but Facebook “require[s] each of these partners to have lawful
18 rights to collect, use, and share your data before providing any data to us.”

19 8. The Facebook Partner Financial Data Providers promise their customers/website
20 users that they will protect the privacy of the taxpayer’s sensitive financial information; that they
21 will use and disclose their sensitive financial information only for enumerated, permitted purposes,
22 and that they will obtain customer consent before disclosing their sensitive financial information
23 for any non-enumerated purpose (Facebook Partner Financial Data Providers’ Privacy Notices).¹
24 The Facebook Partner Financial Data Providers’ Privacy Notices are substantively identical or very
25 similar on these points, as they are largely dictated by law.

26
27 ¹ See, e.g., H&R Block Digital Privacy Notice, *available at*
28 <https://www.hrblock.com/universal/digital-online-mobile-privacy-principles/> (last accessed Jan. 3, 2023).

1 9. Despite knowingly receiving sensitive financial information from Facebook Partner
2 Financial Data Providers, Facebook has not taken any action to enforce or validate its requirement
3 that Facebook Partner Financial Data Providers obtain adequate consent from taxpayers before
4 providing taxpayer data to Facebook.

5 10. Despite knowingly conveying sensitive financial information to Facebook via the
6 Facebook Pixel, the Facebook Partner Financial Data Providers have not obtained adequate consent
7 from customers before providing taxpayer data to Facebook.

8 11. Facebook monetizes the information it receives through the Facebook Pixel
9 deployed on tax filing servicers' web properties by using it to generate highly profitable targeted
10 advertising on- and off-Facebook.

11 12. The targeted advertising Facebook offers for sale includes the ability to target
12 customers based on specific actions that a customer has taken on the Facebook Partner Financial
13 Data Providers' websites and on confidential information about the customers at issue.

14 13. Facebook also offers the ability to engage in remarketing based on positive targeting
15 – that is, serving specific ad campaigns to customers based on the specific actions those customers
16 took on the Facebook Partner Financial Data Providers' websites. For example, Facebook could
17 target ads to a customer who had (1) used a specific tax-filing website; and (2) searched for specific
18 tax or deduction- based information.

19 14. Facebook also offers Facebook Partner Financial Data Providers the ability to
20 engage in remarketing based on negative targeting – that is, ensuring that ads are not shown to users
21 who have taken specific actions. This could mean that Facebook would exclude existing customers
22 from a Facebook Partner Financial Data Provider's advertising campaign to specifically search for
23 new customers.

24 15. Facebook employs thousands of account managers or representatives to help
25 partners, including Facebook Partner Financial Data Providers, use the Facebook Pixel and other
26 tools.

27 16. Through its account managers and representatives, Facebook is aware that it is
28 receiving tax filer and sensitive financial information from many different Facebook Partner

1 Financial Data Providers in the United States without customer knowledge, consent, or
2 authorization.

3 17. Facebook also utilizes “The Facebook Crawler” that scans pages of partner apps and
4 websites and through which Facebook gathers information about the app or website, including its
5 title and description. Through the Facebook Crawler, Facebook is aware that it is receiving
6 sensitive financial information.

7 18. Facebook is also aware of every web property where the Facebook Pixel is deployed
8 and Facebook is fully capable of conducting expert analysis to identify tax filer websites or other
9 financial services properties where the Facebook Pixel is present.

10 19. Facebook’s actions described herein give rise to causes of action for: (1) breach of
11 contract; (2) breach of the duty of good faith and fair dealing; (3) intrusion upon seclusion / violation
12 of Article I, section 1 of the California Constitution; (4) federal and state electronic communications
13 privacy and wiretap claims; (5) violation of the California Invasion of Privacy Act, Cal. Penal Code
14 §§ 631 and 632; (6) Negligent Misrepresentation; (7) Violation of California’s Unfair Competition
15 Law, (8) Violation of the Illinois Consumer Fraud Act; (9) Violation of the Illinois Uniform
16 Deceptive Trade Practices Act; and (10) violation of the New York General Business Law (“GBL”)
17 § 349.

18 **PARTIES**

19 20. Plaintiff Crystal Craig is a citizen and resident of the State of Illinois. Plaintiff used
20 Block’s online tax filing service after 2018, including in 2019. Plaintiff was also a Facebook user
21 while using Block’s online tax filing services. Plaintiff’s use of Block’s online tax filing services
22 included the time during which the Facebook Pixel was secretly deployed and collecting sensitive
23 financial information.

24 21. Plaintiff Tiffany Bryant is a citizen and resident of the State of Illinois. Plaintiff
25 used Block’s online tax filing service after 2018, including in 2019. Plaintiff was also a Facebook
26 user while using Block’s online tax filing services. Plaintiff’s use of Block’s online tax filing
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28

1 services included the time during which the Facebook Pixel was secretly deployed and collecting
2 sensitive financial information.

3 22. Plaintiff Sait Kurmangaliyev is a citizen and resident of the State of New York.
4 Plaintiff used Block’s online tax filing service after 2018, including in 2019. Plaintiff was also a
5 Facebook user while using Block’s online tax filing services. Plaintiff’s use of Block’s online tax
6 filing services included the time during which the Facebook Pixel was secretly deployed and
7 collecting sensitive financial information.

8 23. Defendant Meta Platforms, Inc. (referred to herein by its previous name of
9 “Facebook”) is a publicly traded Delaware corporation headquartered in Menlo Park, California,
10 and does business throughout the United States and the world, deriving substantial revenue from
11 interstate commerce.

12 **JURISDICTION AND VENUE**

13 24. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this
14 action arises in part under 18 U.S.C. § 2510, *et seq.*, (the Electronic Communications Privacy Act).
15 This Court further has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) (the Class Action
16 Fairness Act) because the amount in controversy exceeds \$5,000,000, exclusive of interest and
17 costs, and a member of the Class is a citizen of a State different from any Defendant.

18 25. This Court has supplemental jurisdiction over the remaining state law claims
19 pursuant to 28 U.S.C. § 1367 because the state law claims form part of the same case or controversy
20 under Article III of the United States Constitution.

21 26. This Court has personal jurisdiction over the Defendant because Defendant
22 Facebook resides in this District and has sufficient minimum contacts with this District in that it
23 operates and markets its services throughout the country and in this District.

24 27. Venue is proper in this district because Defendant Facebook is headquartered in this
25 District and resides this this District, and substantial parts of the events or omissions giving rise to
26 the claims occurred in or emanated from this District. Facebook developed the Pixel from its
27 headquarters in Menlo Park and continues to operate the Pixel from that location.

1 28. For the same reasons, divisional assignment to the San Francisco and Oakland
2 division is appropriate pursuant to Civil L.R. 3-2(c). Facebook's Menlo Park headquarters sits in
3 San Mateo County, which is encompassed by that division.

4 FACTUAL BACKGROUND

5 **Disclosure of Tax-Return Information in the United States**

6 29. Sensitive financial information in the form of tax-return information is federally
7 protected in the United States by federal law and its implementing regulations. Specifically, it is a
8 crime for any business that "prepar[es], or provid[es] services in connection with the preparation of"
9 federal tax returns to "disclose any information furnished to him for, or in connection with, the
10 preparation of any such return," or to "use[] any such information for any purpose other than to
11 prepare, or assist in preparing, any such return." 28 U.S.C. § 7216. For purposes of this provision,
12 "tax return information means any information, including, but not limited to, a taxpayer's name,
13 address or identifying number, which is furnished in any form or manner for, or in connection with,
14 the preparation of a tax return of the taxpayer." 26 C.F.R. § 301.7216-1(b)(3).

15 30. Under these implementing regulations, online tax-filing providers such as the
16 Facebook Partner Financial Data Providers may not disclose tax-return information without
17 consent. The standards for obtaining valid consent are detailed at length in the applicable
18 regulations. Substantively, the consent must "specify the tax return information to be disclosed or
19 used by the return preparer," "describe the particular use authorized," and "identify the specific
20 recipient (or recipients) of the tax return information." 26 C.F.R. § 301-7216-3(a)(3)(B).
21 Procedurally, the consent must be "knowing and voluntary" (26 C.F.R. § 301-7216-3(a)(1)) and
22 "signed and dated by the taxpayer" (26 C.F.R. § 301-7216-3(a)(3)(E)).

23 31. In addition, "conditioning the provision of any services on the taxpayer's furnishing
24 consent will make the consent involuntary," and thus "the consent will not satisfy the requirements"
25 of the regulations. 26 C.F.R. § 301-7216-3(a)(1). Consent also cannot be retroactive: "A taxpayer
26 must provide written consent before a tax return preparer discloses or uses the taxpayer's tax return
27 information." 26 C.F.R. § 301-7216-3(b).

1 32. There are some circumstances in which a tax preparer may disclose tax return
2 information *without* filers' consent, such as disclosure in response to a subpoena or other lawful
3 process. *See* 26 C.F.R. § 301.7216-2. No such exception is relevant in the instant case.

4 33. The prohibition on disclosure of tax-return information applies to all Facebook
5 Partner Financial Data Providers. Each of these businesses is “engaged in the business of preparing,
6 or providing services in connection with the preparation of, returns of the tax imposed by [the
7 Internal Revenue Code].” 28 U.S.C. § 7216. TaxAct admits this in its Privacy Policy, where it
8 notes that: “[t]he use and disclosure of Tax Return Information is governed by Section 301-7216 of
9 the Internal Revenue Code.” Similarly, TaxSlayer’s Privacy Policy notes that “Section 301-7216
10 of the Internal Revenue Code specifically governs the use and disclosure of Tax Return
11 Information.”

12 34. There is no exception in the laws or regulations enumerated above for the Internet
13 or online taxation service portals.

14 Facebook’s Contractual Promises

15 35. Facebook is an American multinational technology company. It owns and operates
16 several of the most popular social media and technology products in the world—including
17 Facebook, Instagram, and WhatsApp. Facebook itself is the world’s largest social media company.

18 36. Like most social-media companies, Facebook does not, in general, charge
19 consumers to use its platforms. Meta makes its money, instead, by selling advertising space to
20 third parties. These advertisers pay for the privilege of putting their notices in front of the billions
21 of consumers who use Facebook’s products. In 2021, Facebook had nearly \$115 billion in
22 advertising revenue—97.5% of its total revenue.²

23 37. Giving advertisers more and more effective means of targeting potential customers
24 is central to Facebook’s business and profitability. From the time Mark Zuckerberg announced
25 Facebook Ads in 2007, the main selling point of social media advertising—as opposed to
26

27 ² Securities and Exchange Commission, Form 10-K for Meta Platforms, Inc. at 93 (2021),
28 *available at* <https://www.sec.gov/Archives/edgar/data/1326801/000132680122000018/fb-20211231.htm> (last accessed Jan. 3, 2023).

1 traditional mediums—was the ability to customize, micro-target, and monitor advertising
2 campaigns. The entire purpose of Facebook Ads is to give advertisers access to data on users’
3 Facebook activity, demographics, and interests. Over time, as competing social media platforms
4 have emerged, Facebook has developed more and more sophisticated tools to enhance its
5 advertising. The Facebook Pixel is the current iteration.

6 38. Every Facebook user is legally deemed to have agreed to the Terms, Data Policy,
7 and Cookie Policy via a checkbox on the sign-up page; and the Terms, Data Policy, and Cookie
8 Policy are binding upon Facebook and its users.

9 39. The Facebook Data Policy expressly provides that Facebook “requires” businesses
10 that use the Facebook Pixel “to have lawful rights to collect, use, and share your data before
11 providing any data to [Facebook].” Facebook further claims that “[i]t is against Facebook’s policies
12 for websites and apps to send sensitive information about people through our Business Tools,” and
13 that Facebook’s “system is designed to filter out potentially sensitive data it detects.”

14 40. But Facebook does not “require” financial services providers to have lawful rights
15 to share tax data associated with their respective websites and online portals before sending it to
16 Facebook.

17 41. Instead, Facebook merely includes a provision in its form contract which creates an
18 unenforced “honor system” for publishers, stating that, by using the Facebook Business Tools, the
19 publisher “represent[s] and warrant[s] that [it has] provided robust and sufficient prominent notice
20 to users regarding the Business Tool Data collection, sharing, and usage.”

21 42. In reality, Facebook does not actually verify that publishers have obtained adequate
22 consent per the contract.³

23 43. Instead, the Facebook Pixel is blindly made available to any willing publisher
24 regardless of their privacy policies, consent processes, or the nature of their business. Facebook
25 also does not effectively filter the sensitive data it receives. Instead, Facebook routinely collects,
26

27 _____
28 ³ In contrast, Facebook requires publishers in the European Union to provide “all necessary
consents” in a “verifiable manner.”

1 stores, and uses consumers' sensitive financial information without appropriate consent and, at
2 times, in violation of state and federal laws and regulations.

3 44. Facebook's contract with tax preparers and online financial services providers
4 governing use of the Facebook Pixel does not mention federal laws related to sharing of tax return
5 information at all.

6 45. Facebook does not take any action to discourage financial services providers from
7 using the Facebook Pixel. In fact, Facebook actively encourages financial services providers and
8 online tax preparers to use the Facebook Pixel for their marketing campaigns.

9 **How The Facebook Pixel Works**

10 46. As part of its business, Facebook maintains profiles on users that include users' real
11 names, locations, email addresses, friends, likes, and communications that Facebook associates
12 with personal identifiers including IP addresses, cookies, and device identifiers.

13 47. Facebook also tracks non-users across the web through its widespread Internet
14 marketing products and source code.

15 48. Facebook's revenue is derived almost entirely from selling targeted advertising to
16 Facebook users on Facebook.com and to all Internet users on non-Facebook sites that integrate
17 Facebook marketing source code on their websites.

18 49. Facebook Business is the division that provides advertising services to developers.
19 Facebook Business and the advertising tools it provides to developers are focused on trade and
20 commerce.

21 50. The Facebook Pixel, a product for Facebook Business, is a "piece of code" that lets
22 developers "measure, optimize and build audiences for ... ad campaigns."⁴ It was introduced in
23 2015 and is enormously popular: at least six million distinct websites use the Pixel, including 30%
24 of the world's 100,000 most visited websites.

25 51. The Facebook Pixel is an invisible 1x1 web bug that Facebook makes available to
26 web-developers to help track ad-driven activity from Facebook and others on their website.

27
28 ⁴ <https://www.facebook.com/business/learn/facebook-ads-pixel>

1 Facebook markets the Pixel as a way to “make sure . . . ads are shown to the right people,” improve
2 user experience, target advertisements, and drive sales. The Facebook Pixel is provided free of
3 charge to third-party advertisers.

4 52. Key features of the Facebook Pixel include its ability to help developers:

- 5 a. “Measure cross-device conversions” and “understand how your cross-device
6 ads help influence conversion”;
- 7 b. “Optimize delivery to people likely to take action” and “ensure your ads are
8 shown to the people most likely to take action”; and
- 9 c. “Create custom audience from website visitors” and create “dynamic ads [to]
10 help you automatically show website visitors the products they viewed on
11 your website – or related ones.”
- 12 d. Facebook describes the Facebook Pixel as “a snippet of Javascript code” that
13 “relies on Facebook cookies, which enable [Facebook] to match ... website
14 visitors to their respective Facebook User accounts.”

15 53. Facebook further explains “How the Facebook Pixel Works”: “When someone visits
16 your website and takes an action (for example, buying something), the Facebook pixel is triggered
17 and reports this action. This way, you’ll know when a customer took an action after seeing your
18 Facebook ad. You’ll also be able to reach this customer again by using a custom audience. When
19 more and more conversions happen on your website, Facebook gets better at delivering your ads to
20 people who are more likely to take certain actions. This is called conversion optimization.”⁵

21 54. Facebook provides simple instructions for developers about “Setting up the
22 Facebook Pixel”:

- 23 a. “If you have access to your website’s code, you can add the Facebook pixel
24 yourself. Simply place the Facebook pixel base code (what you see when
25 you create your pixel) on all pages of your website. Then add standard events
26 to the pixel code on all special pages of your website, such as your add-to-
27

28 ⁵ *Id.*

1 cart page or your purchase page. For full step-by-step instructions on adding
2 the Facebook pixel to your site, visit the Help Center.”⁶

3 b. “Many people need the help of a developer to complete this step. If that’s
4 the case, simply email your Facebook pixel code to them, and they can easily
5 add it to your site.”

6 c. “Create your Facebook pixel to send to your developer, or install it yourself.”

7 d. “Go to Ads Manager”⁷

8 55. Facebook creates the Facebook code for each developer who installs it.

9 56. Facebook recommends that the Pixel code be placed early in the source code for any
10 given webpage or website to ensure that the user will be tracked:

11 Installing The Pixel

12 To install the pixel, we highly recommend that you add its base code between the opening
13 and closing <head> tags on every page where you will be tracking website visitor actions.

14 Most developers add it to their website’s persistent header, so it can be used on all pages.

15 Placing the code within your <head> tags reduces the chances of browsers or third-party
16 code blocking the pixel’s execution. It also executes the code sooner, increasing the chance
17 that your visitors are tracked before they leave your page.⁸

18 57. By executing the code sooner, Facebook has designed the Pixel such that Facebook
19 receives the information about taxpayers’ actions on the online taxation services’ portals/Internet
20 sites contemporaneous with their making.

21 58. As soon as a customer takes any action on a webpage which includes the Facebook
22 Pixel—such as clicking a button to register, login, or logout of an online portal or input
23 information—Facebook’s source code commands the customer’s computing device to re-direct the
24 content of the customer’s communication to Facebook while the exchange of the communication
25 between the customer and the financial services provider is still occurring.

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27 ⁶ *Id.*

28 ⁷ *Id.*

⁸ *Id.*

1 59. By design, Facebook receives the content of a customer’s online portal or website
2 communication immediately *after* the customer clicks the log-in button and *before* the financial
3 services provider receives it.

4 60. The cookies by which Facebook identifies customers include, but are not necessarily
5 limited to, cookies named: c_user, datr, fr, and _fbp.

6 61. The c_user cookie is a means of identification for Facebook users. The c_user cookie
7 value is the Facebook equivalent of a user identification number. Each Facebook user account has
8 one – and only one – unique c_user cookie. Facebook uses the c_user cookie to record user activities
9 and communications.

10 62. A skilled computer user can obtain the c_user cookie value for any Facebook user
11 by (1) going to the user’s Facebook page, (2) right-clicking on their mouse, (3) selecting ‘View
12 page source,’ (4) executing a control-F function for “fb://profile,” and (5) copying the number value
13 that appears after “fb://profile” in the page source code of the target Facebook user’s page.

14 63. It is even easier to find the Facebook account associated with a c_user cookie: one
15 simply needs to log-in to Facebook, and then type www.facebook.com/#, with # representing the
16 c_user cookie identifier. For example, the c_user cookie value for Mark Zuckerberg is 4. Logging
17 in to Facebook and typing www.facebook.com/4 in the web browser retrieves Mark Zuckerberg’s
18 Facebook page: www.facebook.com/zuck.

19 64. The Facebook datr cookie identifies the customer’s specific web browser from
20 which the customer is sending the communication. It is an identifier that is unique to the customer’s
21 specific web browser and is therefore a means of identification for Facebook users.

22 65. Facebook keeps a record of every datr cookie identifier associated with each of its
23 users, and a Facebook user can obtain a redacted list of all datr cookies associated with his or her
24 Facebook account from Facebook.

25 66. Any Facebook user can view the specific datr cookie identifiers that Facebook has
26 associated with their account by using the Facebook Download Your Information tool.

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28

1 67. The Facebook fr cookie is an encrypted combination of the c_user and datr cookies.⁹

2 68. The Facebook _fbp cookie is a Facebook identifier that is set by Facebook source
3 code and associated with Defendant’s use of the Facebook Pixel. The _fbp cookie is a Facebook
4 cookie that masquerades as a first-party cookie to evade third party cookie blockers and share data
5 more directly between financial services providers and Facebook.

6 69. Facebook Partner Financial Data Providers or their developers then simply copy-
7 paste the Facebook Pixel code that Facebook creates and provides into the Facebook Partner
8 Financial Data Providers’ web-property.

9 70. Facebook expressly admits that the Pixel “log[s] when someone takes an action”
10 such as “adding an item to their shopping cart or making a purchase”:

11 Once you’ve set up the Meta Pixel, the Pixel will log when someone takes an action on your
12 website. Examples of actions include adding an item to their shopping cart or making a
13 purchase. The Meta Pixel receives these actions, or events, which you can view on your
14 Meta Pixel page in Events Manager. From there, you’ll be able to see the actions that your
15 customers take. You’ll also have options to reach those customers again through future
16 Facebook ads.

17 71. The organizational system described above relies on subjects’ pre-existing
18 Facebook-platform accounts (*e.g.*, a Facebook or Instagram profile). But when a data-collection
19 subject lacks an account on any of Facebook’s platforms, the Facebook Pixel logs their activities
20 and sends the data to Facebook anyway. The dossiers Facebook compiles on these persons are
21 known as “shadow profiles.” When asked by Congress about these shadow profiles, Mark
22 Zuckerberg responded: “[W]e collect data on people who have not signed up for Facebook for
23 security purposes.” Facebook has not otherwise publicly revealed how it organizes and uses
24 information about non-users.

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27 ⁹ See Facebook Tracking Through Social Plug-ins: Technical Report prepared for the Belgian
28 Privacy Commission, Mar. 27, 2015, *available at*
https://securehomes.esat.kuleuven.be/~gacar/fb_tracking/fb_pluginsv1.0.pdf.

Facebook Changed its Contractual Privacy Promises in 2018

72. Prior to April 2018, Facebook’s contract did not “require” partners to have the lawful rights to share user data before doing so.

73. Upon information and belief, Facebook changed its contract with users on or about April 19, 2018, which added a clause stating: “We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us.”

74. The following is a side-by-side comparison of the pre- and post-April 2018 contract provisions:

Before April 19, 2018	After April 19, 2018
<p>Information from websites and apps that use our Services. We collect information when you visit or use third-party websites and apps that use our Services (like when they offer our Like button or Facebook Log In or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.</p> <p>Information from third-party partners. We receive information about you and your activities on and off Facebook from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.</p>	<p>Information from partners. Advertisers, <u>app</u> developers, and publishers can send us information through <u>Meta Business Tools</u> they use, including our social plug-ins (such as the Like button), Facebook Login, our <u>APIs and SDKs</u>, or the <u>Meta pixel</u>. These partners provide information about your activities off of our Products—including information about your device, websites you visit, purchases you make, the ads you see, and how you use their services—whether or not you have an account or are logged into our Products. For example, a game developer could use our API to tell us what games you play, or a business could tell us about a purchase you made in its store. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.</p> <p>Partners receive your data when you visit or use their services or through third parties they work with. We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us. <u>Learn more</u> about the types of partners we receive data from.</p>

1 Before April 19, 2018	After April 19, 2018
2	3 To learn more about how we use 4 cookies in connection with Meta Business Tools, review the <u>Facebook</u> <u>Cookies Policy</u> and <u>Instagram</u> <u>Cookies Policy</u> .

5 Facebook Partner Financial Data Providers' Contractual Promises

6 75. The Facebook Partner Financial Data Providers make substantively identical or
7 extremely similar promises in their Privacy Notices, including promises that they will protect the
8 privacy of their customers' sensitive financial and tax information; that they will use and disclose
9 sensitive financial and tax information only for enumerated, permitted purposes, and that they will
10 obtain the taxpayers' consent before disclosing sensitive financial and tax for any non-enumerated
11 purpose.

12 76. Each Facebook Partner Financial Data Provider has adopted a Privacy Policy that
13 details its data-usage practices. These policies purport to be valid consents for at least some
14 disclosures and uses of filers' data. However, none of these purported consents are valid for the
15 purpose of authorizing transmission of Plaintiffs or the class's tax-return information to Facebook
16 via the Facebook Pixel tool.

17 77. First, each Facebook Partner Financial Data Provider Defendant required users to
18 agree to its terms of use and privacy policy as a condition of signing up for their online tax-
19 preparation services. Two of the services—H&R Block and TaxAct—required users to click a
20 checkbox indicating their consent to these agreements before signing up. The third, TaxSlayer,
21 noted that users would be deemed to agree to its privacy policy and license agreement simply by
22 clicking "Create Account." Users cannot access any of the Tax-Filing Services online offerings
23 without agreeing to these purported consents. At the same time, none of the three businesses
24 required users to open their privacy policies or terms of use or sign and date them. In fact, none of
25 the Facebook Partner Financial Data Providers terms of use or privacy policies contained spaces
26 for dates or signatures.
27
28

1 78. None of the Facebook Partner Financial Data Providers’ privacy policies or websites
2 required users to open their terms and conditions or privacy policies— much less sign and/or date
3 them. Further, none of the terms and conditions or privacy policies contained signature or date
4 blocks.

5 79. In addition, none of the Facebook Partner Financial Data Providers’ purported
6 consents mention the Facebook Pixel as an entity to which they would be providing tax information
7 or otherwise specify the information they provided to Facebook. .

8 **Regulatory and Journalistic Investigations Reveal Facebook Practices and Procedures**
9 **Regarding Sensitive Financial Information**

10 80. Facebook is currently part of several ongoing and past regulatory and journalistic
11 investigations into its use of sensitive financial information and tax return information. For example,
12 the Governor of New York ordered the New York State Department of Financial Services
13 (“NYDFS”) to undertake an investigation, which issued a final report in February 2021.¹⁰ In that
14 report, NYDFS acknowledged that Facebook’s Business Tools Terms prohibited app developers and
15 other third parties from sending Facebook certain data, including sensitive financial data. These
16 Terms provide that “You [*i.e.*, the developer] will not share Customer Data with us that you know
17 or reasonably should know ... includes health, financial information, or other categories of sensitive
18 information (including any information defined as sensitive under applicable law).” Nevertheless,
19 during NYDFS’s investigation, Facebook’s representatives admitted that the company “routinely
20 obtained sensitive data from app developers” in violation of its own policies.

21 81. The NYDFS Final Report went on to conclude the following:

- 22 a. “[N]otwithstanding Facebook’s policy that app developers should not
23 transmit sensitive data to Facebook, there were many examples where the
24

25
26 _____
27 ¹⁰ New York Dep’t of Financial Services, *Report on Investigation of Facebook Inc. Data Privacy*
28 *Concerns* (2021), available at https://www.dfs.ny.gov/system/files/documents/2021/02/facebook_report_20210218.pdf (last accessed Jan. 3, 2023).

1 developers violated that policy and Facebook did indeed—unwittingly, it
2 contends—receive, store, and analyze sensitive data.”

3 b. “The information provided by Facebook has made it clear that Facebook’s
4 internal controls on this issue have been very limited and were not effective
5 at enforcing Facebook’s policy or preventing the receipt of sensitive data.”

6 c. “Facebook has repeatedly rebuffed NYDFS’s efforts to obtain information
7 that would have provided more fulsome transparency with respect to the
8 scope and scale of the problem. Though Facebook acknowledges the
9 problem—i.e., that in the past it did receive sensitive information from app
10 developers contrary to its own policy—it has failed to provide sufficient detail
11 about, among other things, specifically what kinds of sensitive information
12 was obtained, how regularly it was received, or which app developers violated
13 the rules by transmitting such information.”

14 d. “As noted, the sharing of sensitive user information by an app developer is a
15 violation of Facebook Business Tools’ terms of service. Merely stating a rule,
16 however, has little meaning if the rule is not enforced, and the unfortunate
17 fact is that Facebook does little to track whether app developers are violating
18 this rule and takes no real action against developers that do.”

19 e. “The Department finds Facebook’s efforts here seriously lacking and
20 recommends it undertake significant additional steps to police its own rules.
21 Even assuming a strong screening program on the back end, Facebook must
22 take steps to determine whether app developers are transmitting sensitive
23 data.”

24 82. In June 2022—nearly a year and a half after NYDFS issued its report—investigative
25 journalists at The Markup revealed that the Facebook Pixel was installed on the patient portals and
26 websites of dozens of the nation’s top hospitals. Using a custom-built “Pixel inspector,” these
27 journalists showed that Meta was collecting patients’ names, the dates and times of their medical
28 appointments, and the names of their doctors. Meta is currently facing several class-action lawsuits

1 arising from this collection of patients’ medical data, which allege that the collection of this
2 information violated the Health Insurance Portability and Accountability Act (“HIPAA”).¹¹

3 83. In April 2022, the online news outlet Motherboard published a leaked Facebook
4 internal memorandum that revealed a much bleaker picture regarding the nature of Facebook’s data-
5 gathering operation.¹² There, Facebook engineers analyzed their company’s “privacy infrastructure”
6 and made recommendations for “long-range investments” to address mounting regulatory and legal
7 scrutiny. They were shockingly direct. Their conclusions included:

- 8 a. “We do not have an adequate level of control and explainability over how our
9 systems use data, and thus we can’t confidently make controlled policy
10 changes or external commitments such as ‘we will not use X data for Y
11 purpose.’ And yet, this is exactly what regulators expect us to do, increasing
12 our risk of mistakes and misrepresentation.”
- 13 b. “If we can’t enumerate all the data we have—where it is; where it goes; how
14 it’s used—then how can we make commitments about it to the outside
15 world?”
- 16 c. “We’ve built systems with open borders. The result of these open systems and
17 open culture is well described with an analogy: Imagine you hold a bottle of
18 ink in your hand. This bottle of ink is a mixture of all kinds of user data (3PD
19 [i.e., Third-Party Data], 1PD [i.e., First-Party Data], SCD [i.e., Sensitive
20 Customer Data], Europe, etc.) You pour that ink into a lake of water (our open
21 data systems; our open culture) ... and it flows ... everywhere. How do you
22 put that ink back in the bottle? How do you organize it again, such that it only
23 flows to the allowed places in the lake?”

24
25 _____
26 ¹¹ See The Markup, *Facebook is Receiving Sensitive Medical Information from Hospital Websites*
27 (June 16, 2022), available at <https://themarkup.org/pixel-hunt/2022/06/16/facebook-is-receiving-sensitive-medical-information-from-hospital-websites> (last accessed Jan. 3, 2023).

28 ¹² See Lorenzo Franceschi-Biccherai (Motherboard), *ABP Privacy Infra, Long Range Investments*
(2021), available at <https://www.documentcloud.org/documents/21716382-facebook-data-lineage-internal-document> (last accessed Jan. 3, 2023).

1 84. In November 2022, The Markup published additional information regarding
2 Facebook’s data-gathering practices, specifically related to the tax and financial information
3 shared.¹³ “Major tax filing services such as H&R Block, TaxAct, and TaxSlayer have been quietly
4 transmitting sensitive financial information to Facebook when Americans file their taxes,” The
5 Markup found, “including data on users’ income, filing status, refund amounts, and dependents’
6 college scholarship amounts.” More than 150 million Americans file individual tax returns
7 electronically each year. The Markup’s reporting revealed that Meta gathered financial information
8 from tens of millions of those filers through the Pixel, embedded on tax-filing services’ websites.

9 85. For example, when users sign up for TaxAct, they are asked to provide information
10 to calculate their returns—including how much money they make and the amount and nature of their
11 investments. The Facebook Pixel on TaxAct’s website sends that data to Facebook, including users’
12 filing status, their adjusted gross income, and the amount of their tax refund. The Facebook Pixel
13 also sent the names of filers’ dependents in an obfuscated but reversible format. TaxAct has about
14 three million annual users.

15 86. Tax-preparation heavyweight H&R Block similarly offers its users an online filing
16 option, with 6.7 million online filings in 2020. H&R Block embedded the Facebook Pixel on its site
17 and gathered filers’ health savings account usage and dependents’ college tuition grants and
18 expenses.

19 87. TaxSlayer, another widely used filing service, also sent sensitive financial
20 information to Facebook as part of Facebook’s “advanced matching system,” which gathers
21 information on web visitors to link them to Facebook accounts. The information gathered through
22 the Facebook Pixel on TaxSlayer’s site included phone numbers, the name of the user filling out the
23 form, and the names of any dependents added to the form. TaxSlayer users completed more than 10
24 million federal and state returns last year.

25
26
27 ¹³ See The Markup, *Tax Filing Websites Have Been Sending Users’ Financial Information to*
28 *Facebook* (Nov. 22, 2022), available at <https://themarkup.org/pixel-hunt/2022/11/22/tax-filing-websites-have-been-sending-users-financial-information-to-facebook> (last accessed Jan. 3, 2023).

1 88. In addition, the Pixels embedded by TaxSlayer and TaxAct used the feature called
2 “automatic advanced matching” that scans forms looking for fields that contain personally
3 identifying information like phone numbers, first names, last names, or email addresses, and then
4 sends the detected information to Meta. On TaxSlayer’s site this feature collected phone numbers
5 and the names of filers and their dependents. On TaxAct it collected the names of dependents.

6 **CLASS ACTION ALLEGATIONS**

7 89. Plaintiffs file this as a class action on behalf of themselves and the following
8 nationwide class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3):

9 All Facebook users who are current or former customers of any financial
10 services or tax-preparation software company in the United States with web
11 properties through which Facebook acquired sensitive financial or tax
12 information for which neither the financial services company nor Facebook
13 obtained a valid consent.

14 90. Where appropriate, the above-defined class is referred to as the “Class.”

15 91. Excluded from the Class are the Court and its personnel and Facebook and their
16 officers, directors, employees, affiliates, legal representatives, predecessors, successors and assigns,
17 and any entity in which any of them have a controlling interest.

18 92. Plaintiffs reserve the right to amend the class definitions, including creating
19 subclasses as necessary, after having had an opportunity to conduct discovery.

20 93. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because
21 Plaintiffs can prove the elements of the claims on a class-wide basis using the same evidence as
22 would be used to prove those elements in individual actions alleging the same claims.

23 94. **Numerosity.** Consistent with Fed. R. Civ. P. 23(a)(1), the members of the Class are
24 so numerous that joinder is impracticable. While the exact number of Class Members is unknown
25 to Plaintiffs at this time, the proposed Class includes at least tens of millions of individuals who may
26 be identified through objective means.

27 95. **Commonality and Predominance.** Consistent with Fed. R. Civ. P. 23(a)(2) and
28 23(b)(3), common questions of law and fact are apt to drive resolution of the case, exist as to all
members of the Class and predominate over any questions affecting solely individual members of
the Class including, but not limited to, the following:

- a. Whether the Facebook Pixel is designed to send individually identifiable information to Facebook;
- b. Whether Facebook failed to require Facebook Partner Financial Data Providers to have lawful rights to share sensitive financial data with Facebook before deploying the Facebook Pixel;
- c. Whether Facebook acquired sensitive financial data or tax record information;
- d. Whether Plaintiffs and the Class provided authorization for Facebook to acquire their sensitive financial data or tax record information or communications with tax providers regarding the same;
- e. Whether the Facebook Pixel's presence and use on Facebook Partner Financial Data Provider websites where it discloses actions that customers take relating to tax records and personal financial information to their Facebook Partner Financial Data Providers is highly offensive;
- f. Whether the Pixel is designed to and in fact does send individually identifiable financial and personal tax-related information to Facebook;
- g. Whether Facebook's acquisition of the content of communications between customers and their Facebook Partner Financial Data Providers occurred contemporaneous to their making;
- h. Whether Facebook breached its contracts with users;
- i. Whether the information at issue has economic value; and
- j. Whether Defendant unjustly profited from their conveyance and collection of sensitive financial data and tax record information.

96. **Typicality.** Consistent with Fed. R. Civ. P. 23(a)(3), the named Plaintiffs' claims are typical of the claims of other Class Members, as all members of the Class were similarly affected by Defendant's wrongful conduct in violation of federal and state law, as complained of herein.

97. **Adequacy.** Consistent with Fed. R. Civ. P. 23(a)(4), the named Plaintiffs will fairly and adequately protect the interests of the members of the Class and have retained counsel that is

1 competent and experienced in class action litigation. The named Plaintiffs have no interests that
2 conflict with, or are otherwise antagonistic to, the interests of, other Class Members.

3 98. **Superiority**. Consistent with Fed. R. Civ. P. 23(b)(3), a class action is superior to all
4 other available methods for the fair and efficient adjudication of this controversy since joinder of all
5 Class Members is impracticable. Further, as the damages that individual Class Members have
6 suffered may be relatively small, the expense and burden of individual litigation make it impossible
7 for members of the Class to individually redress the wrongs done to them. There will be no difficulty
8 in management of this action as a class action.

9 99. Class certification, therefore, is appropriate under Fed. R. Civ. P. 23(b)(3), because
10 the common questions of law and fact predominate over any questions affecting individual Class
11 Members, a class action is superior to other available methods for the fair and efficient adjudication
12 of this controversy, and the requirements of Rule 23(a) are met.

13 **TOLLING**

14 100. Any applicable statute of limitations has been tolled by Defendant’s knowing and
15 active concealment of the misrepresentations and omissions alleged herein. Through no fault or lack
16 of diligence, Plaintiffs and members of the Class were deceived and could not reasonably discover
17 Defendant’s deception and unlawful conduct.

18 101. Plaintiffs and members of the Class did not discover and did not know of any facts
19 that would have caused a reasonable person to suspect that Facebook was acting unlawfully and in
20 the manner alleged herein. As alleged herein, the representations made by Defendant were material
21 to Plaintiffs and members of the Class at all relevant times. Within the time- period of any applicable
22 statutes of limitations, Plaintiffs and members of the Class could not have discovered through the
23 exercise of reasonable diligence the alleged wrongful conduct.

24 102. At all times, Defendant is and was under a continuous duty to disclose to Plaintiffs
25 and members of the Class the true nature of the disclosures being made and the lack of an actual
26 “requirement” before the data was shared with Facebook.

27 103. Defendant knowingly, actively, affirmatively and/or negligently concealed the facts
28 alleged herein. Plaintiffs and members of the Class reasonably relied on Defendant’s concealment.

1 114. The Facebook Partner Financial Data Providers breached these contractual promises
2 when they conveyed sensitive financial information and/or tax record information to Facebook via
3 the Facebook Pixel without obtaining their customers' consent.

4 115. In addition to the express contract provisions set forth above, implied contracts
5 existed between Defendant and Plaintiffs that Defendant would not conspire with others to violate
6 Plaintiffs' legal rights to privacy in their individually identifiable sensitive financial information.

7 116. Plaintiffs are Facebook account holders who used Facebook Partner Financial Data
8 Providers' online portals and/or web-properties through which Facebook obtained their individually
9 identifiable sensitive financial information.

10 117. The user financial and personal information that Facebook obtained in breach of the
11 contracts included tax filers' names, usernames, IP addresses, the devices they used, their incomes,
12 their tax-filing status, the amount of their tax returns, their number of dependents, the names of their
13 dependents, and the amount of their dependents' college scholarships (if any).

14 118. Defendant's breaches caused Plaintiffs and Class Members the following damages:
15 nominal damages for breach of contract; general damages for invasion of their privacy rights in an
16 amount to be determined by a jury without reference to specific pecuniary harm; sensitive and
17 confidential information including financial and personal information that Plaintiffs and Class
18 Members intended to remain private are no longer private; Defendant eroded the essential
19 confidential nature of the filer-tax preparer relationship; Defendant took something of value from
20 Plaintiffs and Class Members and derived benefits therefrom without Plaintiffs' and Class Members'
21 knowledge or informed consent and without sharing the benefit of such value; and, benefit of the
22 bargain damages in that Defendant's contracts stated that payment for their services would consist
23 of a more limited set of collection of personal information than that which Defendant actually
24 charged.

25 **SECOND CAUSE OF ACTION**

26 **GOOD FAITH AND FAIR DEALING**

27 119. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

28 120. A valid contract exists between Plaintiffs and Facebook.

1 121. The contract specifies that California law governs the parties’ relationship.

2 122. Facebook prevented Plaintiffs and Class Members from receiving the full benefit of
3 the contract by intercepting the content of protected individually identifiable financial and personal
4 information exchanged with tax filing services and financial services providers.

5 123. By doing so, Facebook abused its power to define terms of the contract, specifically
6 the meaning of the term “require” in Facebook’s promise that it would “require” partners to have
7 lawful rights to share users’ data with Facebook before doing so and then taking no action (and
8 actually encouraging) financial providers to share protected financial and tax record information
9 without valid authorization.

10 124. By doing so, Facebook did not act fairly and in good faith.

11 125. Facebook’s breach caused Plaintiffs and Class Members the following damages:
12 nominal damages for breach of contract; general damages for invasion of their privacy rights in an
13 amount to be determined by a jury without reference to specific pecuniary harm; sensitive and
14 confidential information including financial and personal information that Plaintiffs and Class
15 Members intended to remain private are no longer private; Facebook eroded the essential
16 confidential nature of the filer-tax preparer relationship; Facebook took something of value from
17 Plaintiffs and Class Members and derived benefits therefrom without Plaintiffs’ and Class Members’
18 knowledge or informed consent and without sharing the benefit of such value; and, benefit of the
19 bargain damages in that Facebook’s contract stated that payment for its services would consist of a
20 more limited set of collection of personal information than that which Facebook actually charged.

21 **THIRD CAUSE OF ACTION**

22 **INTRUSION UPON SECLUSION—CONSTITUTIONAL INVASION OF PRIVACY**

23 126. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

24 127. Article I, section 1 of the California Constitution provides:

25
26 *All people are by nature free and independent and have inalienable*
27 *rights. Among these are enjoying and defending life and liberty,*
28 *acquiring, possessing, and protecting property, and pursuing and*
obtaining safety, happiness, and privacy.

1 Cal. Const. art. I, § 1 (emphasis added).

2 128. Plaintiffs had no knowledge and did not consent or authorize Facebook Partner
3 Financial Data Providers to convey or Defendant Facebook to obtain the content of their
4 communications with their financial services or tax-service providers as described herein.

5 129. Plaintiffs enjoyed objectively reasonable expectations of privacy surrounding
6 communications with their Facebook Partner Financial Data Providers based on:

- 7 a. The tax-preparation providers' status as trusted recipients of their most
8 sensitive financial and personal information;
- 9 b. The laws and regulations prohibiting disclosure of tax return information
10 cited herein;
- 11 c. the Electronic Communications Privacy Act, and;
- 12 d. Facebook's promise that it would "require" partners to have lawful
13 permission to share their data before Facebook would collect it.

14 130. Plaintiffs' claims are based on the following private facts:

- 15 a. that Plaintiffs and the Class are customers of the various tax-preparation
16 providers specified herein;
- 17 b. the specific dates and times Plaintiffs and the Class clicked to log-in or log-
18 out of the various tax-preparation providers' user portals;
- 19 c. the specific and detailed communications exchanged while logged in the tax-
20 preparation providers' user portals, and;
- 21 d. the specific dates and times when Plaintiffs and the Class submitted their taxes
22 and information incorporated into those tax filings.

23 131. Defendant's conduct was intentional and intruded on Plaintiffs' and Class Members'
24 personal and financial communications which constitute private conversations, matters, and data.

25 132. Defendant's conduct in acquiring and conveying financial and personal tax-related
26 communications would be highly offensive to a reasonable person because:
27
28

- a. Facebook conspired with Plaintiffs' and the Class members' tax-preparation service providers, including the Facebook Partner Financial Data Providers, to violate a cardinal rule of the filer-tax preparer relationship;
- b. Defendant's conduct violated federal law designed to protect tax-preparation services' users' privacy;
- c. Defendant's conduct violated the Electronic Communications Privacy Act;
- d. Defendant's conduct violated the express promises it made to users.

133. Defendant's breaches caused Plaintiffs and Class Members the following damages: nominal damages for breach of contract; general damages for invasion of their privacy rights in an amount to be determined by a jury without reference to specific pecuniary harm; sensitive and confidential information including financial and personal information that Plaintiffs and Class Members intended to remain private are no longer private; Defendant eroded the essential confidential nature of the filer-tax preparer relationship; Defendant took something of value from Plaintiffs and Class Members and derived benefits therefrom without Plaintiffs' and Class Members' knowledge or informed consent and without sharing the benefit of such value; and, benefit of the bargain damages in that Defendant's contracts stated that payment for their services would consist of a more limited set of collection of personal information than that which Defendant actually charged.

FOURTH CAUSE OF ACTION

VIOLATION OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT

134. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

135. The Electronic Communications Privacy Act ("ECPA") prohibits the intentional interception of the contents of any electronic communication. 18 U.S.C. § 2511.

136. The ECPA protects both the sending and receipt of communications.

137. 18 U.S.C. § 2520(a) provides a private right of action to any person whose electronic communications are intercepted.

138. Facebook intentionally intercepted, and Facebook Partner Financial Data Providers sent to Facebook, the electronic communications that Plaintiffs exchanged with their respective

1 Facebook Partner Financial Data Providers on the providers' web properties where the Facebook
2 Pixel was present.

3 139. The transmissions of data between Plaintiffs and their financial services and tax
4 preparer providers qualify as communications under the ECPA's definition in 18 U.S.C. § 2510(12).

5 140. The Facebook Partner Financial Data Providers sent, and Defendant Facebook
6 acquired, Plaintiffs' and Class Members' communications with their financial services and tax
7 providers as alleged herein contemporaneous with their making.

8 141. The intercepted communications include:

- 9 a. the content of user registrations for various tax-preparation service portals,
10 including clicks on buttons to "Register" or "Signup" for said portals;
11 b. the contents of communications that users exchange with their tax-preparation
12 providers inside various web portals immediately before logging out of those
13 portals; and
14 c. the contents of communications relating to users' financial and personal
15 information provided for the purpose of preparing tax filings.

16 142. The following constitute "devices" within the meaning of 18 U.S.C. § 2510(5):

- 17 a. The cookies Facebook used to track users' communications;
18 b. The users' browsers;
19 c. The users' computing devices;
20 d. Facebook's web-servers;
21 e. The web-servers of the Facebook Partner Financial Data Providers web
22 properties where the Facebook Pixel was present; and
23 f. The Facebook Pixel source code deployed by Defendant to effectuate the
24 sending and acquisition of sensitive financial communications.

25 143. Facebook is not a party to users' communications with their tax-
26 preparation service providers.

1 144. The Facebook Partner Financial Data Providers sent to Facebook, and Facebook
2 received, the content of user communications through the surreptitious redirection of them from
3 users' computing devices to Facebook.

4 145. Users did not consent to the Facebook Partner Financial Data Providers sending, or
5 to Facebook's acquisition of, their communications with their tax-preparation service providers and
6 with the Facebook Partner Financial Data Providers.

7 146. Neither Facebook nor the Facebook Partner Financial Data Providers obtained legal
8 authorization to obtain or convey tax-related communications with tax-preparer or financial services
9 providers related to tax filings or sensitive financial information.

10 147. Facebook did not require any Facebook Partner Financial Data Providers to obtain,
11 and the Facebook Partner Financial Data Providers did not obtain, the lawful rights to share the
12 content of tax-related communications with tax-preparer or financial services providers related to
13 tax filings or sensitive financial information.

14 148. Any purported consent that Facebook received from Facebook Partner Financial Data
15 Providers was not valid.

16 149. In sending and in acquiring the content of tax-related communications with tax-
17 preparer or financial services providers related to tax filings or sensitive financial information,
18 Defendant had a purpose that was tortious, criminal, and designed to violate federal and state legal
19 and constitutional provisions including:

- 20 a. A knowing intrusion into a private, place, conversation, or matter that would
21 be highly offensive to a reasonable person;
 - 22 b. A violation of 42 U.S.C. § 1320d-6, which is a criminal offense punishable
23 by fine or imprisonment;
 - 24 c. Violation of state unfair business practice statutes;
 - 25 d. Violation of the laws and regulations prohibiting disclosure of tax return
26 information cited previously; and
 - 27 e. Violation of Article I, section 1 of the California Constitution.
- 28

1 150. Defendant knew that such conduct would be highly offensive, as evidenced by
2 Facebook’s announcement in April 2018, that it would no longer allow advertising targeted based
3 on finances yet continued to use the Facebook Pixel on Facebook Partner Financial Data Providers’
4 properties for that purpose.

5 **FIFTH CAUSE OF ACTION**

6 **THE FEDERAL WIRETAP ACT**

7 **(18 U.S.C. §§ 2510, 2512)**

8
9 151. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth
10 herein.

11 152. Plaintiffs bring this claim individually and on behalf of Class members against
12 Facebook.

13 153. The Federal Wiretap Act, as amended by the Electronic Communications Privacy Act
14 of 1986, prohibits the intentional interception of the contents of any wire, oral, or electronic
15 communications through the use of a device. 18 U.S.C. § 2511.

16 154. The Wiretap Act protects both the sending and receiving of communications.

17 155. 18 U.S.C. § 2520(a) provides a private right of action to any person whose wire, oral
18 or electronic communication is intercepted.

19 156. Facebook’s actions in intercepting and tracking the information at issue here was
20 intentional and done for the purpose of violating laws prohibiting the unlawful disclosure and review
21 of tax information.

22 157. Facebook’s intentional interception of internet communications that Plaintiffs and
23 Class members were sending and receiving while navigating websites that integrated the Facebook’s
24 Pixel Tool was done contemporaneously with the Plaintiffs’ and Class members’ sending and receipt
25 of those communications.

26 158. The communications intercepted by Facebook included “contents” of electronic
27 communications made from Plaintiffs.
28

1 159. The transmission of data between Plaintiffs and Class members and Facebook were
2 “transfer[s] of signs, signals, writing, ... data, [and] intelligence of [some] nature transmitted in
3 whole or in part by a wire, radio, electromagnetics, photoelectronic, or photooptical system that
4 affects interstate commerce[,]” and were therefore “electronic communications” within the meaning
5 of 18 U.S.C. § 2510(12).

6 160. Facebook’s Pixel Tool is an “electronic, mechanical, or other device” as defined by
7 18 U.S.C. § 2510(5) and is primarily useful for the purpose of the surreptitious interception of
8 electronic communications.

9 161. Facebook was not an authorized party to the communications because Plaintiffs and
10 Class members were unaware of Facebook’s monitoring. Class members did not consent to
11 Facebook’s interception or continued gathering of user communications.

12 162. Facebook’s interception was unlawful and tortious and was done in furtherance of
13 one or more crimes barring disclosure or review of confidential tax information, and tortious
14 invasion of privacy.

15 163. After intercepting the communications, Facebook used the contents of the
16 communications knowing or having reason to know that such information was obtained through the
17 interception of electronic communications in violation of 18 U.S.C. § 2511(a).

18 164. 18 U.S.C. § 2512, in pertinent part, holds “any person” liable who manufactures,
19 assembles, or sells “any electronic, mechanical, or other device, knowing or having reason to know
20 that the design of such device renders it primarily useful for the purpose of the surreptitious
21 interception of wire, oral, or electronic communications, and that such device or any component
22 thereof has been or will be sent through the mail or transported in interstate or foreign commerce.
23 18 U.S.C. § 2512(1)(b).

24 165. Defendant manufactured, marketed, and sold its technology with knowledge that it
25 would primarily be used to illegally intercept electronic communications.

26 166. Defendant’s conduct violated 18 U.S.C. § 2512 and therefore gives rise to a claim
27 under 18 U.S.C. § 2520, under which Plaintiffs and Class Members are entitled to the greater of
28

1 actual damages or statutory damages of not less than \$100 a day for each day of violation or \$10,000,
2 whichever is greater.

3 167. Plaintiffs seek all available relief for the violations asserted here.

4 **SIXTH CAUSE OF ACTION**

5 **THE CALIFORNIA INVASION OF PRIVACY ACT**

6 **(Cal. Penal Code §§ 631 and 632)**

7 168. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

8 169. The California Invasion of Privacy Act (CIPA) is codified at Cal. Penal Code §§ 630-
9 638. The Act begins with its statement of purpose: “The legislature hereby declares that advances in
10 science and technology have led to the development of new devices and techniques for the purpose
11 of eavesdropping upon private communications and that the invasion of privacy resulting from the
12 continual and increasing use of such devices and techniques has created a serious threat to the free
13 exercise of personal liberties and cannot be tolerated in a free and civilized society.” Cal. Penal Code
14 § 630.

15 170. Cal. Penal Code § 631(a) provides, in pertinent part: “Any person who, by means of
16 any machine, instrument, or contrivance, or in any other manner willfully and without the consent
17 of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to
18 learn the contents or meaning of any message, report, or communication while the same is in transit
19 or passing over any wire, line, or cable, or is being sent from, or received at any place within this
20 state; or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any
21 way, any information so obtained, or who aids, agrees with, employs, or conspires with any person
22 or persons to lawfully do, or permit, or cause to be done any of the acts or things mentioned above
23 in this section, is punishable by a fine not exceeding two thousand five hundred dollars.”

24 171. Cal. Penal Code § 632 provides, in pertinent part, that it is unlawful for any person
25 “intentionally and without the consent of all parties to a confidential communication,” to “use[] [a]
26 recording device to ... record the confidential communication.” As used in the statute, a “confidential
27
28

1 communication” is “any communication carried on in circumstances as may reasonably indicate that
2 any party to the communication desired it to be confined to the parties thereto[.]”

3 172. Facebook is a “person” within the meaning of CIPA §§ 631 and 632.

4 173. Facebook did not have the consent of all parties to learn the contents of or record the
5 confidential communications at issue.

6 174. Facebook is headquartered in California, designed and contrived and effectuated its
7 scheme to track the communication at issue here from California, and has adopted California
8 substantive law to govern its relationship with users.

9 175. At all relevant times, Facebook’s conduct alleged herein was without the
10 authorization and consent of the Plaintiffs and Class Members.

11 176. Facebook’s actions were designed to learn or attempt to learn the meaning of the
12 communications exchanged by its users with their financial services and tax-preparation providers.

13 177. Facebook’s learning of or attempt to learn the contents of sensitive financial
14 communications occurred while they were in transit or in the process of being sent or received.

15 **SEVENTH CAUSE OF ACTION**

16 **NEGLIGENT MISREPRESENTATION**

17 178. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

18 179. Facebook represented to Plaintiffs and the Class members that a fact was true,
19 namely, that before receiving the confidential information at issue, Facebook “requires” businesses
20 “to have lawful rights to collect, use, and share [Plaintiffs’ and Class members’] data before
21 providing any data” to Facebook.

22 180. Facebook Partner Financial Data Providers represented to Plaintiffs and Class
23 members Class that a fact was true, namely that they would not disclose the confidential information
24 at issue for any reason or use not specifically listed in its Privacy Policies without obtaining
25 Plaintiffs’ and Class members’ consents.

26 181. Defendant’s representations were not true.
27
28

1 182. Although Defendant may have honestly believed that its representations were true,
2 Defendant had no reasonable grounds for believing its representations were true when they were
3 made.

4 183. Defendant intended that Plaintiffs and Class members rely on its representations.

5 184. Plaintiffs and Class members reasonably relied on Defendant’s representations.

6 185. Plaintiffs and Class members were harmed as set forth above.

7 186. Plaintiffs and Class members’ reliance on Defendant’s representations was a
8 substantial factor in causing the harm.

9 **EIGHTH CAUSE OF ACTION**

10 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**

11 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

12 187. Plaintiffs hereby incorporate all other paragraphs as if fully stated herein.

13 188. California Business and Professions Code section 17200 (“UCL”) prohibits any
14 “unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading
15 advertising”

16 189. Facebook has engaged in unlawful, fraudulent, and unfair business acts and practices
17 in violation of the UCL.

18 190. Defendant has engaged in unlawful acts or practices under section 17200 by its
19 violations of the California Constitution’s right to privacy, ECPA and California Penal Code sections
20 631 and 632, through the acts and practices set forth in this Complaint.

21 191. Defendant has engaged in fraudulent business acts or practices under section 17200
22 because its misrepresentations and omissions regarding its requirement that businesses have lawful
23 rights to collect, use, and share Plaintiffs’ and Class Members’ data before providing any data to
24 Defendant, and Defendant’s receipt of the confidential information at issue, were intended to, were
25 likely to, and did deceive reasonable consumers such as Plaintiffs and the Class. The information
26 Defendant misrepresented and concealed would be, and is, material to reasonable consumers because
27 Defendant does not require businesses to have lawful rights to collect, use, and share Plaintiffs’ and
28

1 Class members' data before providing any data to Defendant and Defendant receives the confidential
2 information at issue nonetheless.

3 192. Defendant has engaged in unfair acts and practices under section 17200 based on the
4 acts and practices alleged herein, namely, that Defendant claims that it requires businesses to "have
5 lawful rights to collect, use, and share [Plaintiffs' and Class Members'] data before providing any
6 data" to Defendant, but in reality knows (or should have known) that the Facebook Pixel is being
7 improperly used on tax preparation websites resulting in the wrongful, contemporaneous, redirection
8 to Facebook of sensitive financial communications without the knowledge or authorization of
9 Plaintiffs or Class Members.

10 193. Facebook's actions offend public policy.

11 194. Facebook's conduct, misrepresentations and omissions have also impaired
12 competition within the tax-preparation and financial services market in that those actions have
13 prevented Plaintiffs and Class members from making fully informed decisions about whether to
14 communicate online with their financial services providers and to use their providers' websites in
15 the first instance.

16 195. Plaintiffs and Class members have suffered an injury in fact, including the loss of
17 money and/or property, as a result of Defendant's unfair, unlawful and/or deceptive practices, to wit,
18 the disclosure of their personally identifiable data which has value as is demonstrated by the use and
19 sale of it by Defendant. While only an identifiable "trifle" of injury is needed to be shown, as set
20 forth above, Plaintiffs, the Class members, and the public at large value their sensitive financial
21 information at more than a trifle. And sale of this confidential and valuable information has now
22 diminished the value of such information to Plaintiffs and the Class.

23 196. Facebook's actions caused damage to and loss of Plaintiffs', Class members' and
24 other taxpayers' property right to control the dissemination and use of their personally identifiable
25 financial and tax data and communications.

26 197. Defendant's actions caused damage to and loss of Plaintiffs', Class members' and
27 other taxpayers' property rights to control the dissemination and use of the personally identifiable
28 communications.

1 198. Facebook’s representation that it requires businesses to “have lawful rights to collect,
2 use, and share [Plaintiffs’ and Class members’] data before providing any data” to Defendant was
3 untrue. Again, had Plaintiffs and Class members known these facts, they would not have used their
4 tax preparer’s or financial services provider’s website, or would have paid less for the services
5 rendered.

6 199. The wrongful conduct alleged herein occurred, and continues to occur, in the conduct
7 of Facebook’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of
8 conduct that is still perpetuated and repeated, in the State of California.

9 200. Plaintiffs and the Class request that this Court enjoin Defendant from continuing its
10 unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the Class, in the form of
11 restitution, any money Defendant acquired through its unfair competition.

12 **NINTH CAUSE OF ACTION**

13 **VIOLATION OF THE ILLINOIS CONSUMER FRAUD ACT**

14 **(815 ILCS §§ 505, *et seq.*)**

15 201. Plaintiffs re-allege and incorporate all of the allegations contained in the preceding
16 paragraphs.

17 202. This claim is brought under the laws of Illinois and on behalf of Plaintiffs Craig and
18 Bryant and all other natural persons who were defrauded by Facebook and reside in states having
19 similar laws regarding consumer fraud.

20 203. Defendant is a “person” as defined by 815 Ill. Comp. Stat. §§ 505/1(c).

21 204. Plaintiffs and Class members are “consumers” as defined by 815 Ill. Comp. Stat.
22 §§ 505/1(e).

23 205. Defendant’s conduct as described herein was in the conduct of “trade” or
24 “commerce” as defined by 815 Ill. Comp. Stat. § 505/1(f).

25 206. Defendant’s fraudulent business practices, in violation of 815 Ill. Comp. Stat.
26 § 505/2, include the acts and practices alleged herein and throughout the Complaint, namely, that
27 Defendant claims that it requires businesses to “have lawful rights to collect, use, and share
28 [Plaintiffs’ and Class members’] data before providing any data” to Defendant, but in reality knows

1 (or should have known) that the Facebook Pixel is being improperly used on tax preparation websites
2 resulting in the wrongful, contemporaneous, redirection to Facebook of sensitive financial
3 communications without the knowledge or authorization of Plaintiffs or Class members.

4 207. Facebook also failed to protect and misrepresented that it would protect the privacy
5 and confidentiality of Plaintiffs and Class members' sensitive financial information used in tax
6 preparation, including by implementing and maintaining reasonable security measures that would
7 have prevented Facebook Partner Financial Data Providers from sharing that information or using it
8 with the Facebook Pixel.

9 208. Plaintiffs and Class members have suffered an injury in fact, including the loss of
10 money and/or property, as a result of Defendant's unfair, unlawful and/or deceptive practices, to wit,
11 the disclosure of their personally identifiable data which has value as is demonstrated by the use and
12 sale of it by Defendant. While only an identifiable "trifle" of injury is needed to be shown, as set
13 forth above Plaintiffs, the Class members, and the public at large value their sensitive financial
14 information at more than a trifle. And sale of this confidential and valuable information to has now
15 diminished the value of such information to Plaintiffs and the Class.

16 209. Defendant's actions caused damage to and loss of Plaintiffs', Class members' and
17 other taxpayers' property rights to control the dissemination and use of the personally identifiable
18 communications.

19 210. Defendant's representations and omissions were material. Defendant's
20 misrepresentations and omissions regarding its requirement that businesses have lawful rights to
21 collect, use, and share Plaintiffs' and Class Members' data before providing any data to Defendant,
22 and Defendant's receipt of the confidential information at issue, were intended to, were likely to,
23 and did deceive reasonable consumers such as Plaintiffs and the Class. The information Defendant
24 misrepresented and concealed would be, and is, material to reasonable consumers because Defendant
25 does not require businesses to have lawful rights to collect, use, and share Plaintiffs' and Class
26 members' data before providing any data to Defendant and Defendant receives the confidential
27 information at issue nonetheless.
28

1 211. Defendant intended to mislead its customers, Plaintiffs, and Class members, and
2 induce them to rely on its misrepresentations and omissions.

3 212. The above unfair and deceptive practices and acts by Defendant offend public policy.
4 These acts caused substantial injury that these consumers could not reasonably avoid; this substantial
5 injury outweighed any benefits to consumers or to competition.

6 213. Defendant acted intentionally and knowingly to violate Illinois' Consumer Fraud Act,
7 and recklessly disregarded Plaintiffs' and Class members' rights.

8 214. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class
9 members have suffered and will suffer injury, including, but not limited to, nominal damages;
10 general damages based on the fact that their sensitive and confidential information including
11 financial and personal information that Plaintiffs and Class members intended to remain private are
12 no longer private; that Facebook eroded the essential confidential nature of the filer-tax preparer
13 relationship; that Facebook took something of value from Plaintiffs and Class members and derived
14 benefits therefrom without Plaintiffs' and Class members' knowledge or informed consent and
15 without sharing the benefit of such value; and, the diminished value of Defendant's goods and
16 services Plaintiffs and Class members received.

17 215. Plaintiffs and Class members seek all monetary and non-monetary relief allowed by
18 law, including damages, restitution, nominal and punitive damages, injunctive relief, and reasonable
19 attorneys' fees and costs.

20 **TENTH CAUSE OF ACTION**

21 **VIOLATION OF THE ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT**

22 **(815 ILCS §§ 510/2, et seq.)**

23 216. Plaintiffs re-allege and incorporate all of the allegations contained in the preceding
24 paragraphs.

25 217. This claim is brought under the laws of Illinois and on behalf of Plaintiffs Craig and
26 Bryant and all other natural persons who were defrauded by Facebook and reside in states having
27 similar laws regarding deceptive trade practices.
28

1 218. Defendant is a “person” as defined by 815 Ill. Comp. Stat. §§ 510/1(5).

2 219. Defendant engaged in deceptive trade practices in the conduct of its business, in
3 violation of 815 Ill. Comp. Stat. §§ 510/2(a), including the acts and practices alleged herein, namely,
4 that Defendant claims that it requires businesses to “have lawful rights to collect, use, and share
5 [Plaintiffs’ and Class members’] data before providing any data” to Defendant, but in reality knows
6 (or should have known) that the Facebook Pixel is being improperly used on tax preparation websites
7 resulting in the wrongful, contemporaneous, redirection to Facebook of sensitive financial
8 communications without the knowledge or authorization of Plaintiffs or Class members.

9 220. This is a deceptive trade practice because it is a mechanism for: (a) Representing that
10 goods or services have characteristics that they do not have; (b) Representing that goods or services
11 are of a particular standard, quality, or grade if they are of another; (c) Advertising goods or services
12 with intent not to sell them as advertised; and (d) Engaging in other conduct that creates a likelihood
13 of confusion or misunderstanding.

14 221. Defendant’s representations and omissions were material because they were likely to
15 deceive reasonable consumers about the adequacy of Defendant’s data security and ability to protect
16 the confidentiality of Plaintiffs’ and Class members’ PII.

17 222. Defendant’s representations and omissions were material because they were likely to
18 deceive reasonable consumers, including Plaintiffs and Class members.

19 223. The above unfair and deceptive practices and acts by Defendant offend and violate
20 public policy. These acts caused substantial injury to Plaintiffs and Class members that they could
21 not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

22 224. As a direct and proximate result of Defendant’s conduct, Plaintiffs and Class
23 members have suffered and will suffer injury, including, but not limited to, nominal damages;
24 general damages based on the fact that their sensitive and confidential information including
25 financial and personal information that Plaintiffs and Class members intended to remain private are
26 no longer private; that Facebook eroded the essential confidential nature of the filer-tax preparer
27 relationship; that Facebook took something of value from Plaintiffs and Class members and derived
28 benefits therefrom without Plaintiffs’ and Class members’ knowledge or informed consent and

1 without sharing the benefit of such value; and, the diminished value of Defendant’s goods and
2 services Plaintiffs and Class members received.

3 225. Plaintiffs and Class members seek all monetary and non-monetary relief allowed by
4 law, including damages, restitution, nominal and punitive damages, injunctive relief, and reasonable
5 attorneys’ fees and costs.

6 **ELEVENTH CAUSE OF ACTION**

7 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW**

8 **(N.Y. Gen. Bus. Law § 349 (“GBL”))**

9 226. Plaintiffs reallege and incorporate all previous allegations as though fully set forth
10 herein.

11 227. This claim is brought under the laws of New York and on behalf of Plaintiff
12 Kurmangaliyev and all other natural persons who were defrauded by Facebook and reside in states
13 having similar laws regarding deceptive trade practices.

14 228. Section 349 of the New York GBL provides that “[d]eceptive acts or practices in the
15 conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby
16 declared unlawful.” N.Y. Gen. Bus. Law § 349(a).

17 229. Defendant, while operating in New York, engaged in deceptive acts and practices in
18 the conduct of business, trade and commerce, and the furnishing of services, in violation of N.Y.
19 Gen. Bus. Law § 349(a). This includes but is not limited to the following: disclosing Plaintiffs’ and
20 Class members’ sensitive financial information; knowingly and fraudulently providing Plaintiffs’
21 and Class members’ sensitive financial information through use of the Facebook Pixel tool;
22 knowingly and fraudulently misrepresenting that Defendant would comply with the requirements of
23 relevant federal and state laws pertaining to the disclosure of tax information and tax records; and
24 claiming that it requires businesses to “have lawful rights to collect, use, and share [Plaintiffs’ and
25 Class members’] data before providing any data” to Defendant, while in reality it knew (or should
26 have known) that the Facebook Pixel is being improperly used on tax preparation websites resulting
27 in the wrongful, contemporaneous, redirection to Facebook of sensitive financial communications
28 without the knowledge or authorization of Plaintiffs or Class members.

1 b. Award compensatory damages, including statutory damages where available, to
2 Plaintiffs and the Class against Defendant for all damages sustained by Defendant’s wrongdoing, in
3 an amount to be proven at trial, including interest thereon;

4 c. Award punitive damages on the causes of action that allow for them and in an amount
5 that will deter Defendant and others from like conduct;

6 d. Award attorneys’ fees and costs, as allowed by law including, but not limited to,
7 California Code of Civil Procedure section 1021.5;

8 e. Award pre-judgment and post-judgment interest, as provided by law; and,

9 f. For such other, further, and different relief as the Court deems proper under the
10 circumstances.

11 **REQUEST FOR A JURY TRIAL**

12 Plaintiffs request a trial by jury of all issues so triable.

13 **NOTICE TO THE ILLINOIS ATTORNEY GENERAL**

14 A copy of this Complaint will be mailed to the Illinois Attorney General.

15 Dated: January 23, 2023

16 **LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

17 *s/ Rebecca A. Peterson*

18 Robert K. Shelquist*

19 Rebecca A. Peterson (241858)

20 Kate M. Baxter-Kauf*

21 100 Washington Avenue South, Suite 2200

22 Minneapolis, MN 55401

23 Telephone: (612) 339-6900

24 Facsimile: (612) 339-0981

25 rkshelquist@locklaw.com

26 rapeterson@locklaw.com

27 kmbaxter-kauf@locklaw.com

28 Lori G. Feldman*

GEORGE GESTEN MCDONALD, PLLC

200 Park Avenue, Suite 1700

New York, New York 10166

Telephone: (646) 354-6534

lfeldman@4-justice.com

1 David J. George*
2 Brittany Brown*
3 **GEORGE GESTEN MCDONALD, PLLC**
4 9897 Lake Worth Road, Suite 302
5 Lake Worth, FL 33467
6 Telephone: (561) 232-6002
7 dgeorge@4-justice.com
8 bbrown@4-justice.com

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Attorneys for Plaintiff

*motion for admission *pro hac vice*
forthcoming