

1 Robert C. Schubert (S.B.N. 62684)
2 Willem F. Jonckheer (S.B.N. 178748)
3 **SCHUBERT JONCKHEER & KOLBE LLP**
4 Three Embarcadero Center, Suite 1650
5 San Francisco, California 94111
6 Telephone: (415) 788-4220
7 Facsimile: (415) 788-0161
8 rschubert@sjk.law
9 wjonckheer@sjk.law

10 Christian Levis (*pro hac vice* forthcoming)
11 Amanda Fiorilla (*pro hac vice* forthcoming)
12 Henry Kusjanovic (*pro hac vice* forthcoming)
13 **LOWEY DANNENBERG, P.C.**
14 44 South Broadway, Suite 1100
15 White Plains, NY 10601
16 Telephone: (914) 997-0500
17 Facsimile: (914) 997-0035
18 clevis@lowey.com
19 afiorilla@lowey.com
20 hkusjanovic@lowey.com

21 Anthony M. Christina (*pro hac vice* forthcoming)
22 **LOWEY DANNENBERG, P.C.**
23 One Tower Bridge
24 100 Front Street, Suite 520
25 West Conshohocken, PA 19428
26 Telephone: (215) 399-4770
27 Facsimile: (914) 997-0035
28 achristina@lowey.com

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ROBERT MCCOY, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ALPHABET INC., a Delaware corporation, and
GOOGLE LLC, a Delaware limited liability
company,

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Robert McCoy (“Plaintiff”), individually and on behalf of all others similarly
2 situated, asserts the following against Defendants Alphabet Inc. (“Alphabet”) and Google LLC
3 (collectively “Google” or “Defendants”), based upon personal knowledge, where applicable,
4 information and belief, and the investigation of counsel.

5 **SUMMARY OF ALLEGATIONS**

6 1. This action arises from Defendants’ monitoring, collection, and misuse of Plaintiff’s
7 and Class members’ sensitive personal data without obtaining meaningful consent or providing
8 adequate disclosures as required by law.

9 2. Google maintains a dominant position in the smartphone operating systems (“OS”)
10 market. Google controls over 75% of the OS market, which powers a majority of smartphones across
11 the globe. Over 2.5 billion consumers use a smartphone that is powered by Google’s Android OS
12 (collectively “Android Smartphones”).

13 3. Google has abused its market position to gain an unfair advantage against its
14 competitors in other industries, including social media platforms and applications such as TikTok,
15 Facebook, and Instagram.

16 4. Specifically, Google has relied on an internal secret program called “Android
17 Lockbox.” This program allows Google employees to spy on Android Smartphone users. Through
18 Android Lockbox, Google employees have been able to monitor and collect sensitive personal data
19 on users when they interact with non-Google applications (also referred to as “apps”) on their
20 smartphones.

21 5. In doing so, Google has foregone obtaining meaningful consent from consumers, like
22 Plaintiff and Class members, and has chosen to secretly monitor and collect users’ sensitive
23 personal data for this undisclosed purpose.

24 6. Google’s actions are an invasion of Plaintiff’s and Class members’ privacy interests,
25 as established through California’s privacy laws and California’s Constitution. In addition, Google’s
26 actions constitute a breach of contract and implied contract, as well as violations of the common law
27 and several state laws.

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JURISDICTION AND VENUE

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7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C §1332(d), because the amount in controversy for the Class exceeds \$5,000,000 exclusive of interest and costs, there are more than 100 putative class members, and minimal diversity exists because more than two-thirds of putative class members are citizens of a state different than Defendants.

8. This Court has general personal jurisdiction over Defendants because their principal place of business is in California. Additionally, Defendants are subject to specific personal jurisdiction in this State because a substantial part of the events and conduct giving rise to Plaintiff’s claims occurred in this State.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial portion of the conduct described in this Complaint was carried out in this District. Furthermore, Defendants Alphabet Inc. and Google LLC are headquartered in this District and subject to personal jurisdiction in this District.

10. **Intra-district Assignment (L.R. 3-2(c) and (e) and 3-5(b))**: This action arises in Santa Clara County, in that a substantial part of the events which give rise to the claims asserted herein occurred in Santa Clara County. Pursuant to L.R. 3-2(e), all civil actions that arise in Santa Clara County shall be assigned to the Northern District of California San Jose Division.

PARTIES

A. Plaintiff

11. Plaintiff Robert McCoy (“Plaintiff”) is a natural person and citizen of the State of New York and a resident of Queens County. Plaintiff McCoy is the owner of a Google Pixel XL Android smartphone, which runs on Android OS. Plaintiff McCoy uses apps that Google targets through its abusive practices, such as TikTok.

B. Defendant

12. Defendant Alphabet Inc. (“Alphabet”) is a Delaware corporation, organized and existing under the laws of the State of Delaware, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043-1351. Alphabet is the successor issuer

1 to, and parent holding company of Google LLC. Alphabet owns all the equity interest in Google
2 LLC. The reorganization of Google LLC into Alphabet was completed in 2015.

3 13. Defendant Google LLC is a limited liability company existing under the laws of the
4 State of Delaware, with its principal place of business located at 1600 Amphitheatre Parkway,
5 Mountain View, California 94043.¹

6 **FACTUAL BACKGROUND**

7 **I. The History of Google & Android**

8 14. Google prides itself on its official motto “don’t be evil.”

9 15. Beginning in August of 1998, Google Inc. was officially formed by Larry Page and
10 Sergey Brin. Since its founding, Google has become a leading technology company. Arguably no
11 other technology company is more responsible for shaping the modern internet than Google.

12 16. While Google initially started as an internet search engine, Google has now
13 diversified itself to include a vast array of business units. In 2002, Google launched “Google News,”
14 a news aggregation service. Two years later, Google developed “Gmail,” a popular email platform.
15 In 2005, “Google Maps” was launched, and dozens of other services, products, and applications
16 have followed since then.

17 17. Google has also made a significant amount of acquisitions to further diversify its
18 business. To date, Google has acquired over two hundred companies. Prominent acquisitions
19 include Google’s purchase of video platform YouTube in 2006 for \$1.65 billion.

20 18. Just prior to this acquisition, Google quietly purchased Android, Inc. (“Android”) in
21 2005 for \$50 million. In the early days, Android’s operating system was used to power several
22 popular smartphones, including Motorola’s “Droid,” Samsung’s “Galaxy,” and HTC’s “Dream” and
23 “Nexus.”

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25 ¹ During the 2015 reorganization, certain of Google LLC’s business segments were spun off and
26 separated into independent entities under the ownership of Alphabet. At various times during the
27 Class Period, certain of the business segments re-merged with Google LLC under one corporate
28 structure. Accordingly, Alphabet and Google LLC both have been named as Defendants in order to
ensure all corporate entities who may be found liable for any portion of the alleged wrongdoing are
part of this Complaint.

1 19. In 2011, Google took steps to acquire Motorola Mobility for \$12.5 billion, which
2 marked Google’s first attempt to develop smartphone hardware in addition to a mobile operating
3 system. Google eventually sold Motorola Mobility to Lenovo for \$2.91 billion. Google would later
4 go on to internally design the “Pixel” and “Pixel XL” (which Plaintiff McCoy owns) smartphones
5 in October of 2016, both running on Android OS.

6 20. Android would soon become one of Google’s most successful acquisitions, as
7 Android’s mobile operating system is now the most popular smartphone operating system in the
8 world.

9 21. For example, as of November 2017, it was estimated that 75.9% of all smartphones
10 run on Android OS. By 2019, Google reported at the I/O developer conference that, at the time,
11 there were currently 2.5 billion active devices running Android OS.

12 22. Google abused its dominant market position to unlawfully monitor, collect, and
13 disclose Android Smartphone users’ (including Plaintiff’s and Class members’) sensitive personal
14 data, without obtaining their consent in order to obtain an unfair advantage over its competitors.

15 **II. Google Abuses Android OS to Obtain a Competitive Advantage**

16 23. On July 23, 2020, a bombshell report by *The Information* revealed for the first time
17 that Google secretly monitors, collects, and otherwise misuses Android Smartphone users’ sensitive
18 personal data.

19 24. Google does so through an undisclosed program called “Android Lockbox.” The
20 program works through Google Mobile Services and allows Google employees to spy on how
21 Android Smartphone users interact with non-Google apps.

22 25. For example, Google is able to collect data on when and how often an Android
23 Smartphone user opens and runs non-Google apps and the amount of time spent in non-Google apps.

24 26. Google has admitted that it has access to Android Smartphone users’ sensitive
25 personal data. A Google spokesperson explained to *The Verge* that “[s]ince 2014, the Android App
26 Usage Data API has been used by Google and Android developers who have been authorized by
27 Android OEMs or users to access basic data about app usage—such as how often apps are opened—
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1 to analyze and improve services.”

2 27. However, despite Google’s claim that its practices are “authorized,” this is not the
3 case. Google does not disclose, nor seek consent, to monitor, collect, or use Android Smartphone
4 users’ sensitive personal data while using non-Google apps.

5 28. Nor does Google collect Android Smartphone users’ sensitive personal data to
6 “analyze and improve services.” Rather, Google uses this information to obtain an unfair
7 competitive advantage over its rivals.

8 29. For example, video platform YouTube, which is owned by Google, uses Android
9 Lockbox to monitor and collect valuable and sensitive personal data to obtain an unfair advantage
10 over rival video platform TikTok in its pursuit of developing a competitor app in India.

11 30. Similarly, in the United States, Google’s true purpose in using Android Lockbox is
12 to monitor and collect Android Smartphone users’ sensitive personal data in its efforts to develop
13 apps to compete with its top social media platform competitors including TikTok, Facebook, and
14 Instagram. According to *The Information*, inside sources have confirmed that Google monitors and
15 collects Android Smartphone users’ sensitive personal data to unfairly compete against TikTok and
16 develop a competing video platform app called “Shorts.”

17 31. Plaintiff McCoy has TikTok installed on his Pixel XL Android device and regularly
18 uses TikTok. Plaintiff McCoy’s sensitive personal data, including his data related to TikTok, was
19 unlawful and secretly collected by Google without his consent.

20 **III. Google Does Not Obtain User Consent to Collect Plaintiff’s and Class Members Data**

21 32. In Google’s pursuit of obtaining an unfair economic advantage against its rivals,
22 including TikTok, Google failed to obtain Android Smartphone users’ consent to monitor, collect,
23 or use their sensitive personal data.

24 33. According to *The Information*, Google purportedly claims to obtain “consent” during
25 the Android setup process. However, users are only vaguely told that Google will collect personal
26 data “to offer a more personalized experience.”

27 34. Google does not indicate what “a more personalized experience” even entails for
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1 Android Smartphone users. Plaintiff and Class members relied upon this statement when setting up
2 their Android Smartphones thinking that their Android Smartphones would become more
3 “personalized” when in fact Google actually secretly pilfered their sensitive personal data without
4 their consent.

5 35. Never is it disclosed that Google actually monitors, collects, and uses sensitive
6 personal data when Android Smartphone users use non-Google apps.

7 36. Furthermore, Google’s actual purpose in obtaining this information is not to provide
8 a “personalized experience,” as Google claims. Rather, Google’s true purpose of obtaining
9 Plaintiff’s and Class members’ sensitive personal data is to obtain lucrative behind the scenes
10 technical insight that it can use to develop competing apps against its competitors.

11 37. Nor does Google’s Privacy Policy disclose that (1) Google is monitoring and
12 collecting sensitive personal data while Android Smartphone users interact with non-Google apps;
13 nor (2) that Google, in general, collects sensitive personal data to obtain an unfair economic
14 advantage.

15 38. Google’s Privacy Policy states that it “collect[s] information to provide better
16 services to all our users.”² As described throughout the Complaint, Google did not collect this
17 information to “provide better services,” but rather collected this data in order to compete with rivals
18 and develop competing products.

19 39. Google explains that it “collect[s] this information when a Google service on your
20 device contacts our servers – for example, when you install an app from the Play Store or when a
21 service checks for automatic updates.” Furthermore, it explains “[i]f you’re using an Android device
22 with Google apps, your device periodically contacts Google servers to provide information about
23 your device and connection to our services. This information includes things like your device type,
24 carrier name, crash reports, and which apps you’ve installed.”

25 40. Nowhere does Google explain, nor obtain consent, to collect Android Smartphone
26 users’ data while users interact with non-Google apps, such as the frequency that non-Google apps

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28 ² *Privacy Policy*, GOOGLE (updated Dec. 19, 2019) (archived by Plaintiff’s counsel).

1 are used or the duration of time a user spends on non-Google apps. Google only states that it may
2 collect information about “activity on third-party sites and apps that use our services.”

3 41. This type of vague and ambiguous purported disclosure is deceptively misleading
4 and insufficient for Plaintiff and Class members to understand, let alone consent to what Google is
5 actually doing—spying on Android Smartphone users.

6 42. Without obtaining meaningful consent, Google has chosen to secretly obtain
7 Android Smartphone users’ sensitive personal data and exploit this information for its own personal
8 benefit.

9 **IV. Android Smartphone Users Have a Reasonable Expectation of Privacy**

10 43. Plaintiff and Class members have a reasonable expectation of privacy in their
11 sensitive personal data, which Google monitored, collected, and misused. This expectation of
12 privacy is deeply enshrined in California’s Constitution.

13 44. Article I, Section 1 of the California Constitution provides: “All people are by nature
14 free and independent and have inalienable rights. Among these are enjoying and defending life and
15 liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety,
16 happiness, *and privacy*.” Art. I., Sec. 1, Cal. Const (emphasis added).

17 45. The phrase “*and privacy*” was added in 1972 after voters approved a legislative
18 constitutional amendment designated as Proposition 11. Critically, the argument in favor of
19 Proposition 11 reveals that the legislative intent was to curb businesses’ control over the
20 unauthorized collection and use of consumers’ personal information, stating in relevant part:

21 The right of privacy is the right to be left alone . . . It prevents government and
22 business interests from collecting and stockpiling unnecessary information about us
23 and from misusing information gathered for one purpose in order to serve other
24 purposes or to embarrass us.

25 **Fundamental to our privacy is the ability to control circulation of personal**
26 **information.** This is essential to social relationships and personal freedom. The
27 proliferation of government and business records over which we have no control
28 limits our ability to control our personal lives. Often we do not know that these
records even exist and we are certainly unable to determine who has access to them.³

3 Ballot Pamp., Proposed Amends. to Cal. Const. with arguments to voters, Gen. Elec. (Nov. 7,
1972) at 27.

1 (emphasis added).

2 46. Consistent with this language, an abundance of studies examining the collection of
3 consumers’ personal data confirms that the surreptitious taking of sensitive personal data from
4 millions of individuals, as Google has done here, violates expectations of privacy that have been
5 established as general social norms.

6 47. Privacy polls and studies uniformly show that the overwhelming majority of
7 Americans consider one of the most important privacy rights to be the need for an individual’s
8 affirmative consent before a company collects and shares its customers’ personal data.

9 48. For example, a recent study by *Consumer Reports* shows that 92% of Americans
10 believe that internet companies and websites should be required to obtain consent before selling or
11 sharing their data and the same percentage believe internet companies and websites should be
12 required to provide consumers with a complete list of the data that has been collected about them.⁴

13 49. Google has failed to obtain adequate consent in connection with its data collection
14 practices, which constitutes a violation of Plaintiff’s and class members’ privacy interests, including
15 those explicitly enshrined in the California Constitution.

16 **V. Google Has a History of Privacy Abuse & Antitrust Violations**

17 50. This is not the first time Google has abused its dominant market position, including
18 in the OS smartphone market to obtain an unfair competitive advantage. Over the last decade,
19 Google has been investigated by dozens of regulators across several countries, resulting in billions
20 of dollars to U.S. and foreign regulators in the form of penalties and settlements.

21 51. For example, in 2010, nine countries concluded that Google violated privacy laws
22 by collecting personal information, including emails, passwords, and other personal data, in
23 connection with Google’s deployment of Google’s “Street View” program. U.S regulators also
24 investigated this conduct, which ultimately resulted in 38 state attorneys general fining Google \$7
25 million for its unlawful and deceptive collection of consumer data. The following year the Federal
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27 ⁴ *Consumers Less Confident About Healthcare, Data Privacy, and Car Safety, New Survey Finds*,
28 CONSUMER REPORTS (May 11, 2017), <https://www.consumerreports.org/consumer-reports/consumers-less-confident-about-healthcare-data-privacy-and-car-safety/>.

1 Communications Commission also fined Google \$25,000 for obstructing its investigation into
2 Google’s Street View program.

3 52. In 2012, the Federal Trade Commission began an investigation into Google’s
4 violations of its own privacy promises consumers with respect to its social network, “Google Buzz.”
5 As part of a settlement, Google agreed to stop misrepresenting the extent of control users had
6 concerning the collection of their personal information. In August 2012, Google was fined \$22.5
7 million for violating the terms of the settlement.

8 53. The following year, Google paid \$17 million to 37 states and the District of Columbia
9 as compensation for circumventing the privacy setting of Apple Safari web browser users.

10 54. In 2018, Google was hit with a “record-breaking” \$5 billion fine by European Union
11 regulators for breaking antitrust laws in connection with its Android services. The European
12 Commission found that Google unlawfully bundled its other services, such as its search engine and
13 “Chrome” apps into its OS system, among other things. As a result, Google was required to
14 discontinue its practice of preinstalling Chrome and other Google apps on smartphones.

15 55. On January 21, 2019, the French administrative regulatory body, *Commission*
16 *nationale de l’informatique et des libertés* (“CNIL”) fined Google \$57 million for lack of
17 transparency and failure to provide a reasonable basis for processing its users’ personal data. The
18 CNIL observed that Google failed to obtain valid user consent because users were not “sufficiently
19 informed” and their disclosures were not “specific” nor “unambiguous” as required by Europe’s
20 General Data Protection Regulation.

21 56. On May 27, 2020, Google was sued by the State of Arizona for deceptive and unfair
22 business practices in connection with how it obtains users’ location data, which it exploits to obtain
23 an unfair advantage in its advertising business. *See State of Arizona ex rel Mark Brnovich, Attorney*
24 *General v. Google LLC*, Case No. CV2020-006219 (Arizona Super. Ct. Maricopa Cty.).

25 57. It is therefore not surprising, that Google has once again taken advantage of its
26 dominant market position to unlawfully collect sensitive personal data—without consent—in
27 furtherance of Google’s own agenda, i.e., to gain an unfair economic advantage against its rivals.

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CLASS ACTION ALLEGATIONS

58. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 individually and on behalf of the following Class:

All Android Smartphone users from at least as early as January 1, 2014 through the present (the “Class Period”).⁵

59. Excluded from each Class are: (1) any Judge or Magistrate Judge presiding over this action and any members of their staff and families; (2) Defendants, Defendants’ subsidiaries, parents, successors, predecessors, and any entity in which Defendants or its parent has a controlling interest and their current or former employees, officers, and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and Defendants’ counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

60. **Ascertainability:** Membership of the Class is defined based on objective criteria, and individual members will be identifiable from Defendants’ records.

61. **Numerosity:** The exact number of members of the Class is unknown and unavailable to Plaintiff at this time, but individual joinder in this case is impracticable. The Class likely consists of millions of individuals, and the members can be identified through Defendants’ records.

62. **Predominant Common Questions:** The Class’ claims present common questions of law and fact, and those questions predominate over any questions that may affect individual Class members. Common questions for the Class include, but are not limited to, the following:

- a. Whether Defendants violated Plaintiff’s and Class members’ privacy rights;
- b. Whether Defendants’ acts and practices complained of herein amount to egregious breaches of social norms;
- c. Whether Defendants and Plaintiff formed implied contracts;
- d. Whether Defendants breached implied contracts with Plaintiff and the Class

⁵ Plaintiff has defined the Class based on currently available information and hereby reserves the right to amend the definition of the Class, including, without limitation, the Class Period.

1 members;

2 e. Whether Defendants' conduct was unfair;

3 f. Whether Defendants' conduct was fraudulent;

4 g. Whether Plaintiff and the Class members are entitled to equitable relief,
5 including but not limited to, injunctive relief, restitution, and disgorgement; and,

6 h. Whether Plaintiff and the Class members are entitled to actual, statutory,
7 punitive or other forms of damages, and other monetary relief.

8 63. **Typicality:** Plaintiff's claims are typical of the claims of the other members of the
9 proposed Class. Defendants' conduct that gave rise to Plaintiff's claims and the members of the
10 Class is the same for all members of the Class.

11 64. **Adequate Representation:** Plaintiff has and will continue to fairly and adequately
12 represent and protect the interests of the Class. Plaintiff has retained counsel competent and
13 experienced in complex litigation and class actions, including privacy violations. Plaintiff has no
14 interest that is antagonistic to those of the Class, and Defendants have no defenses unique to any
15 Plaintiff. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of
16 the members of the Class, and they have the resources to do so. Neither Plaintiff nor his counsel
17 have any interest adverse to those of the other members of the Class.

18 65. **Substantial Benefits:** This class action is appropriate for certification because class
19 proceedings are superior to other available methods for the fair and efficient adjudication of this
20 controversy and joinder of all members of the Class is impracticable. This proposed class action
21 presents fewer management difficulties than individual litigation, and provides the benefits of single
22 adjudication, economies of scale, and comprehensive supervision by a single court. Class treatment
23 will create economies of time, effort, and expense and promote uniform decision-making.

24 66. Plaintiff reserves the right to revise the foregoing class allegations and definitions
25 based on facts learned and legal developments following additional investigation, discovery, or
26 otherwise.

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CALIFORNIA LAW APPLIES TO THE ENTIRE CLASS

67. California’s substantive laws apply to every member of the Class, regardless of where in the United States the Class member resides.

68. Defendants’ Terms of Service states “these terms [are] important because, by using our services, you’re agreeing to these terms.”⁶ Defendants’ Terms of Service make clear under the subheading “Settling disputes, governing law, and courts” that “California law will govern all disputes arising out of or relating to these terms . . . These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.”⁷

69. By choosing California law for the resolution of disputes in the agreement, Google concedes that it is appropriate for this Court to apply California law to the instant dispute.

70. Further, California’s substantive laws may be constitutionally applied to the claims of Plaintiff and the Class under the Due Process Clause, 14th Amend. § 1, and the Full Faith and Credit Clause, Art. IV § 1 of the U.S. Constitution. California has significant contacts, or significant aggregation of contacts, to the claims asserted by Plaintiff and all Class members, thereby creating state interests that ensure that the choice of California state law is not arbitrary or unfair.

71. Defendants’ United States headquarters and principal place of business is located in California. Defendants also own property and conduct substantial business in California, and therefore California has an interest in regulating Defendants’ conduct under its laws. Defendants’ decision to reside in California and avail itself of California’s laws, and to engage in the challenged conduct from and emanating out of California, renders the application of California law to the claims herein constitutionally permissible.

72. California is also the state from which Defendants’ alleged misconduct emanated. This conduct similarly injured and affected Plaintiff and all other Class members.

⁶ *Terms of Service*, GOOGLE, (last updated March 31, 2020), <https://policies.google.com/terms?hl=en-US>.

⁷ *Id.*

1 financial benefit.

2 80. As a result of Defendants’ actions, Plaintiff and Class members have suffered harm
3 and injury, including but not limited to the invasion of their privacy rights.

4 81. Unwanted monitoring and dissemination of sensitive personal data in violation of the
5 law or social norms is actionable under California law.

6 82. Plaintiff and Class members have been damaged as a direct and proximate result of
7 Defendants’ invasion of their privacy and are entitled to just compensation.

8 83. Plaintiff and Class members are entitled to appropriate relief, including
9 compensatory damages for the harm to their privacy and dignitary interests, loss of valuable rights
10 and protections, heightened risk of future invasions of privacy, and mental and emotional distress.

11 84. Plaintiff and Class members are entitled to an order requiring Defendants to disgorge
12 profits or other benefits that Defendants acquired as a result of its invasions of privacy.

13 85. Plaintiff and Class members are entitled to punitive damages resulting from the
14 malicious, willful and intentional nature of Defendants’ actions, directed at injuring Plaintiff and
15 Class members in conscious disregard of their rights. Such damages are needed to deter Defendants
16 from engaging in such conduct in the future.

17 86. Plaintiff also seeks such other relief as the Court may deem just and proper.

18 **SECOND CLAIM FOR RELIEF**
19 **Invasion of Privacy**
20 **Art. I, Sec 1 of the California Constitution**
21 **(On Behalf of Plaintiff and the Class)**

22 87. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
23 the same force and effect as if fully restated herein.

24 88. Art. I, § 1 of the California Constitution provides: “All people are by nature free and
25 independent and have inalienable rights. Among these are enjoying and defending life and liberty,
26 acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and
27 privacy.” Art. I, § 1, Cal. Const.

28 89. The right to privacy in California’s constitution creates a private right of action

1 against private and government entities.

2 90. To state a claim for invasion of privacy under the California Constitution, a plaintiff
3 must establish (1) a legally protected privacy interest; (2) a reasonable expectation of privacy; and
4 (3) an intrusion so serious in nature, scope, and actual or potential impact as to constitute an
5 egregious breach of the social norms.

6 91. Defendants violated Plaintiff's and Class members' constitutional right to privacy by
7 collecting, retaining and disseminating (1) sensitive personal data in which they had a legally
8 protected privacy interest, (2) sensitive personal data in which they had a reasonable expectation of
9 privacy, (3) in a manner that was highly offensive to Plaintiff and Class members, would be highly
10 offensive to a reasonable person, and was in egregious violation of social norms.

11 92. Defendants have intruded upon Plaintiff's and Class members' legally protected
12 privacy interests, including, *inter alia*: (i) interests in precluding the dissemination or misuse of
13 sensitive and confidential personal data ("informational privacy"); (ii) interests in making intimate
14 personal decisions or conducting personal activities without observation, intrusion, or interference
15 ("autonomy privacy").

16 93. The confidential and sensitive data, which Defendants monitored, transmitted, and
17 disclosed without Plaintiff's and Class members' authorization and/or consent included, *inter alia*,
18 how long Plaintiff's and Class members' use certain apps and how often apps were open. Plaintiff
19 and Class members had a legally protected informational privacy interest in the confidential and
20 sensitive information as well as an autonomy privacy interest in conducting their personal activities
21 without observation, intrusion, or interference.

22 94. Defendants' actions constituted a serious invasion of privacy that would be highly
23 offensive to a reasonable person in that: (i) the invasion occurred within a zone of privacy protected
24 by the California Constitution, namely the collection and stockpiling of unnecessary information by
25 businesses without consent, and the misuse of information gathered for an improper purpose; (ii)
26 the invasion deprived Plaintiff and Class members of the ability to control the circulation of their
27 personal information, which is considered fundamental to the right to privacy.

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1 which are likely to mislead for want of communication of that fact; or, 4. [a] promise, made without
2 any intention of performing it.”

3 101. Defendants engaged in various acts of deceit. Defendants either suggested that
4 certain facts are true which it knew were not true or which it had no reasonable grounds to believe
5 were true. For example, Defendants claimed that their collection of Plaintiff’s and Class members’
6 data is “to provide better services.”⁸ Additionally, when users setup an Android phone, Defendants
7 claim to collect Plaintiff’s and Class members’ data to provide “a more personalized experience.”

8 102. Both statements are objectively false: neither of these are the real purpose of
9 Defendants’ data collection practices. Despite Defendants’ claim, Defendants collect Plaintiff’s and
10 Class members’ sensitive personal data to gain an unfair competitive edge over its competitors, such
11 as TikTok, Instagram, and Facebook.

12 103. Furthermore, Defendants suppress facts and provides other facts that are likely to
13 mislead. Nowhere in Defendants’ Privacy Policy is it ever disclosed the full extent of Defendants
14 data collection practices, including the frequency in which Plaintiff and Class members open non-
15 Google apps and the duration of time spent on non-Google apps. By failing to disclose these material
16 facts, Plaintiff and Class members were deceived.

17 104. Defendants willfully engaged in these acts of deceit with intent to induce Plaintiff
18 and Class members to alter their position to their injury or risk, namely by turning over their sensitive
19 personal data to Defendants under false pretenses.

20 105. Defendants had a duty to disclose these facts to Plaintiff and Class members; it
21 intentionally concealed those facts with intent to defraud; Plaintiff and Class members were unaware
22 of these facts, and would have acted differently if they were aware; and Plaintiff and Class members
23 sustained damage as a result.

24 106. Defendants willfully engaged in these acts of deceit also so that they could access,
25 monitor, transmit, and disclose Plaintiff’s and Class members’ sensitive personal data for their own
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27 ⁸ *Privacy Policy*, GOOGLE, (last updated July 1, 2020), [https://policies.google.com/privacy?hl=en-](https://policies.google.com/privacy?hl=en-US#infocollect)
28 [US#infocollect](https://policies.google.com/privacy?hl=en-US#infocollect).

1 personal benefit, including an economic advantage over its competitors.

2 107. Plaintiff and Class members seek recovery of their resulting damages, including
3 economic damages, restitution, and disgorgement, as well as punitive damages and such other relief
4 as the Court may deem just and proper.

5 **FOURTH CLAIM FOR RELIEF**
6 **Violation of the California Consumer Privacy Act (“CCPA”)**
7 **Cal. Bus. & Prof. Code § 1798.100, *et seq.***
8 **(On Behalf of Plaintiff and the Class)**

9 108. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
10 the same force and effect as if fully restated herein.

11 109. California’s Consumer Privacy Act (“CCPA”) protects consumers’ personal
12 information from collection and use by businesses without providing proper notice and obtaining
13 consent.

14 110. The CCPA applies to Defendants because they individually earn more than \$25
15 million in annual gross revenue. Additionally, the CCPA applies to Defendants because they buy,
16 sell, receive, or share, for commercial purposes, the personal information of more than 50,000
17 consumers, households, or devices.

18 111. CCPA requires that a business who collects consumer’s personal information, such
19 as Defendants, disclose either “at or before the point of collection . . . the categories of personal
20 information to be collected and the purposes for which the categories of personal information shall
21 be used. *See* Cal. Civ Code § 1798.100(b).

22 112. Furthermore, “[a] business shall not collect additional categories of personal
23 information or use personal information collected for additional purposes without providing the
24 consumer with notice consistent with this section.” *See id.*

25 113. Defendants violated the CCPA by failing to disclose that it collects Plaintiff’s and
26 Class members sensitive personal data from non-Google apps, including the duration of time spent
27 on non-Google apples and the frequency that non-Google apps are opened.

28 114. Furthermore, Defendants violated the CCPA by failing to disclose the true purpose

1 for collecting Plaintiff's and Class members sensitive personal data. When setting up an Android
2 device, Defendants claim to collect personal data to offer a more personalized experience. Nowhere
3 do Defendants disclose the actual purpose of its data collection: to gain a competitive edge over
4 rival companies.

5 115. As a direct and proximate result of the Defendants' acts, Plaintiff's and Class
6 members' sensitive personal information was monitored, collected, and transmitted, without
7 adequate notice and disclosures.

8 116. As a direct and proximate result of Defendants' acts, Plaintiff and the Class members
9 were injured and lost money or property, including but not limited to the dissemination of their
10 sensitive personal data for Defendants' gain, including an unfair economic advantage, along with
11 the costs received by Defendants for their services, the loss of Plaintiff's and Class members' legally
12 protected interest in the confidentiality and privacy of their personal information, nominal damages
13 and additional losses.

14 117. Plaintiff seeks injunctive relief in the form of an order enjoining Defendants from
15 continuing to violate the CCPA, as well as actual damages on behalf of himself and the Class.

16 118. Plaintiff has also provided written notice to Defendants identifying the specific
17 provisions of the CCPA that it has violated. If Defendants fail to respond to Plaintiff's notice letter
18 or fail to agree to adequately cure the violations described herein (and to certify that no
19 further violations will occur), Plaintiff will also seek statutory damages on behalf of himself and the
20 Class.

21 **FIFTH CLAIM FOR RELIEF**
22 **Violation of California Unfair Competition Law ("UCL")**
23 **Cal. Bus. & Prof. Code § 17200, *et seq.***
24 **(On Behalf of Plaintiff and the Class)**

25 119. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
26 the same force and effect as if fully restated herein.

27 120. Defendants' conduct as alleged herein constitutes unlawful, unfair, and/or fraudulent
28 business acts or practices as prohibited by the UCL.

1 121. Defendants engaged in business acts and practices deemed “unlawful” under the
2 UCL, because, as alleged above, Defendants unlawfully monitored, collected, disclosed, and
3 otherwise misused Plaintiff’s and Class members’ sensitive personal data without consent in
4 violation of the California common law, California Constitution, California Civil Code § 1709, and
5 the California Consumer Privacy Act.

6 122. “Unfair” acts under the UCL have been interpreted using three different tests: (1)
7 whether the public policy which is a predicate to a consumer unfair competition action under the
8 unfair prong of the UCL is tethered to specific constitutional, statutory, or regulatory provisions; (2)
9 whether the gravity of the harm to the consumer caused by the challenged business practice
10 outweighs the utility of the defendant’s conduct; and (3) whether the consumer injury is substantial,
11 not outweighed by any countervailing benefits to consumers or competition, and is an injury that
12 consumers themselves could not reasonably have avoided. Defendants’ conduct is unfair under each
13 of these tests.

14 123. Defendants engaged in business acts or practices deemed “unfair” under the UCL
15 because, as alleged above, Defendants failed to disclose during the Class Period that it was
16 monitoring, collecting, disclosing, and otherwise misusing Plaintiff’s and Class members’ sensitive
17 personal data. *See* Cal. Bus. & Prof. Code § 17200.

18 124. Defendants conduct was also unfair because it secretly collected Plaintiff’s and Class
19 members sensitive personal data—without their consent—in furtherance of benefitting themselves,
20 including secretive market research, and did not adequately compensate Plaintiff and Class members
21 for this information.

22 125. Defendants’ conduct violates the policies of the statutes referenced above. Moreover,
23 Defendants’ conduct is contrary to public policy, immoral, unethical, oppressive, unscrupulous
24 and/or substantially injurious to consumers. Among other things, it is contrary to the public policy
25 in favor of protecting consumer data.

26 126. The gravity of the harm of Defendants’ secretly monitoring, collecting, disclosing,
27 and other misuse of Plaintiff’s and Class members’ sensitive personal data is significant and there
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1 is no corresponding benefit resulting from such conduct. Finally, because Plaintiff and Class
2 Members were completely unaware of Defendants' conduct, they could not have possibly avoided
3 the harm.

4 127. Defendants' conduct, as described herein, constitutes a fraudulent business practice
5 within the meaning of the UCL. Defendants have been able to amass a large collection of sensitive
6 personal data by deceiving Plaintiff and Class members into believing this type of information was
7 private and not monitored, collected, and misused by Defendants, and that, any information it did
8 collect was for the sole purpose of offering a more personalized experience.

9 128. Had Plaintiff known that his information would be monitored, disclosed and misused
10 for Defendants' sole benefit, he would not have used Defendants' service. Plaintiff and Class
11 Members have a property interest in their sensitive personal data. By surreptitiously intercepting,
12 disclosing, and otherwise misusing Plaintiff's and Class members' information, Defendants have
13 taken property from Plaintiff and Class members without providing just or any compensation.

14 129. Plaintiff and Class members have lost money and property as a result of Defendants'
15 conduct in violation of the UCL and seek restitution on behalf of themselves and Class members.
16 Additionally, Plaintiff individually and on behalf of the Class, seeks an injunction enjoining
17 Defendants from engaging in the unlawful conduct alleged in this claim and requiring Defendants
18 to delete Plaintiff's and Class members' sensitive personal data, to cease further collection of
19 Plaintiff's and Class members' sensitive personal data, and other appropriate equitable relief,
20 including but not limited to improving its privacy disclosures and obtaining adequately informed
21 consent.

22 **SIXTH CLAIM FOR RELIEF**
23 **Violation of the California Consumers Legal Remedies Act ("CLRA")**
24 **Cal. Civ. Code § 1750, *et seq***
(On Behalf of Plaintiff and the Class)

25 130. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
26 the same force and effect as if fully restated herein.

1 131. By failing to disclose that Defendants secretly monitored, collected, and otherwise
2 misused Plaintiff’s and Class members sensitive personal data while using non-Google apps,
3 Defendants engaged in “unfair methods of competition and unfair or deceptive acts . . . in a
4 transaction . . . that result[ed] . . . in the sale . . . of goods” to Plaintiff and the Class members in
5 violation of Cal. Civ. Code § 1750 and Cal. Civ. Code § 1770(a)(5), (7), (9), (14), (16).

6 132. For instance, Defendants made representations that they would protect Plaintiff’s
7 privacy interest, including explicit statements that data would only be accessed and collected in
8 certain specific situations, none of which included collecting sensitive personal data while Plaintiff
9 and Class members interact with non-Google apps.

11 133. Defendants made these representations with no intention of living up to these
12 representations.

13 134. Plaintiff and Class members would not have purchased Android Smartphone devices
14 had Google not made these false representations.

15 135. Additionally, Plaintiff, individually and on behalf of the Class, seeks an injunction
16 requiring Defendants to obtain consent prior to monitoring, collecting, and otherwise using
17 Plaintiff’s and Class members’ sensitive personal data and to delete the data already collected, and
18 any other relief which the court deems proper.

19 136. Plaintiff, on behalf of himself and the Class, further intends to seek compensatory
20 and punitive damages. Pursuant to Cal. Civ. Code § 1782(a), Plaintiff served Defendants with notice
21 of their alleged violations of the CLRA by certified mail return receipt requested. If, within thirty
22 days after the date of such notification, Defendants fail to provide appropriate relief for its violations
23 of the CLRA, Plaintiff will amend this Complaint to seek monetary damages.
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SEVENTH CLAIM FOR RELIEF
Breach of Contract
(On Behalf of Plaintiff and the Class)

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137. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with the same force and effect as if fully restated herein.

138. Plaintiff entered into a contract with Defendants by purchasing an Android Smartphone Device. As part of this contract, both parties agree to abide by Google’s Terms of Service (“TOS”). Plaintiff has fully complied with his obligations under the TOS with regard to his use of Google’s product and services.

139. The TOS states that “by using our Services, you are agreeing to these terms.” The TOS expressly adopt additional terms relevant to specific services as follows: “Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.”

140. Plaintiff and Defendants are subject to Google’s privacy policy, which is incorporated into the contract through the TOS.⁹

141. The contract equally incorporates and implements Google’s “Privacy and Security Principles” which “guide our products, our processes, and our people in keeping our users’ data private, safe, and secure.”¹⁰ The overarching Privacy and Security Principle is to: “Respect our users. Respect their privacy.”

142. Google’s privacy policy states that it “collect[s] information to provide better

⁹ *Privacy Policy*, GOOGLE, (last updated July 1, 2020), <https://policies.google.com/privacy?hl=en-US#infocollect>.

¹⁰ *Our Privacy and Security Principles*, GOOGLE, <https://safety.google/principles/> (last visited July 29, 2020).

1 services to all our users.”¹¹ Google breached the contract because it did not collect this information
2 to “provide better services,” rather, it was to gain a competitive edge in the market against its rivals.

3 143. Google’s privacy policy does not disclose that Google is monitoring and collecting
4 sensitive personal data while Android Smartphone users interact with non-Google apps. Google
5 only states that it may collect information about “activity on third-party sites and apps that use our
6 services.” Google breached its contract with Plaintiff and Class members by monitoring and
7 collecting sensitive personal data, beyond the scope of Google’s privacy policy and the TOS.

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9 144. By tracking Plaintiff’s and Class members’ app activity without their consent,
10 Google has breached material terms of the contract.

11 145. As a result of Google’s breach of contract, Plaintiff and Class members have suffered
12 damages. Specifically, the products and services Plaintiff and Class members received in exchange
13 for the purchase price Android Smartphone Devices were worth less than the services they paid for
14 because Plaintiff’s sensitive personal information was monitored and collected without their
15 consent. Plaintiff and Class members would not have purchased, or would not have paid as high a
16 price, for Android Smartphone Devices if they had known that Google would breach the TOS and
17 privacy policy by tracking their activity, including their activity on non-Google apps, when using
18 an Android Smartphone Device.
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20 **EIGHTH CLAIM FOR RELIEF**
21 **Breach of Implied Contract**
22 **(On Behalf of Plaintiff and the Class)**

23 146. Plaintiff incorporates by reference and re-alleges the preceding allegations, as though
24 fully set forth herein.
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28 ¹¹ *Privacy Policy*, GOOGLE, (updated Dec. 19, 2019) (archive by Plaintiff’s counsel).

1 147. When Plaintiff and Class members paid money and purchased one or more Android
2 Smartphone Devices, they entered into implied contracts with Defendants.

3 148. Defendants solicited and invited prospective customers such as Plaintiff and Class
4 members with claims that they care about Plaintiff and Class members privacy rights.

5 149. Defendants' offer included specific assurances from Google's TOS and privacy
6 policy, including that Google would only collect data to "improve [their] services" and only in the
7 limited situations described in the TOS.

8 150. Plaintiff and Class members accepted Defendants' offers and purchased the Android
9 Smartphone Devices because of these promises.

10 151. In entering into such implied contracts, Plaintiff and Class members reasonably
11 believed that Defendants would comply with relevant laws and regulations, including privacy laws.

12 152. Plaintiff and Class members reasonably believed that Defendants would not monitor
13 and/or record their app usage activity, as stated in their TOS and privacy policy.

14 153. Defendants' implied promise not to collect Plaintiff's and Class members sensitive
15 personal information is evidenced by, e.g., the representations in Google's TOS and privacy policy
16 set forth above.

17 154. Plaintiff and Class members would not have purchased the Android Smartphone
18 Device from Defendants in the absence of such promises.

19 155. Plaintiff and Class members fully performed their obligations under the implied
20 contracts with Defendants by paying for their Android Smartphone Devices.

21 156. Defendants breached their implied contract with Plaintiff and Class members by
22 secretly spying on users' activity and collecting sensitive personal data for Defendants' own benefit,
23 in violation of the TOS and privacy policy.
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1 157. As a direct and proximate result of Defendants' breaches of the implied contracts,
2 Plaintiff and Class members have sustained actual losses, including, but not limited to, an invasion
3 of privacy, and are entitled to compensatory and consequential damages.

4 **NINTH CLAIM FOR RELIEF**
5 **Unjust Enrichment**
6 **(On Behalf of Plaintiff and the Class)**

7 158. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
8 the same force and effect as if fully restated herein.

9 159. Defendants received benefits from Plaintiff and Class members and unjustly retained
10 those benefits at their expense.

11 160. In particular, Defendants received benefits from Plaintiff and Class members in the
12 form of the sensitive personal data that Defendants collected from Plaintiff and Class members,
13 without authorization and proper compensation. Defendants have monitored, transmitted, and
14 disseminated this data, for their own gain, providing Defendants with economic, intangible, and
15 other benefits, including an unfair economic advantage over its competitors.

16 161. Defendants unjustly retained those benefits at the expense of Plaintiff and Class
17 members because Defendants' conduct damaged Plaintiff and Class members, all without providing
18 any commensurate compensation to Plaintiff and the Class.

19 162. The benefits that Defendants derived from Plaintiff and Class members rightly
20 belong to Plaintiff and Class members. It would be inequitable under unjust enrichment principles
21 in California and every other state for Defendants to be permitted to retain any of the profit or other
22 benefits it derived from the unfair and unconscionable methods, acts, and trade practices alleged in
23 this Complaint.

24 163. Defendants should be compelled to disgorge in a common fund for the benefit of
25 Plaintiff and Class members all unlawful or inequitable proceeds it received, and such other relief
26 as the Court may deem just and proper.
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TENTH CLAIM FOR RELIEF
Request for Relief Under the Declaratory Judgment Act
28 U.S.C. § 2201, et seq.
(On Behalf of Plaintiff and the Class)

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164. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with the same force and effect as if fully restated herein.

165. Under the Declaratory Judgment Act, 28 U.S.C. §§2201, et seq., this Court is authorized to enter a judgment declaring the rights and legal relations of the parties and grant further necessary relief. Furthermore, the Court has broad authority to restrain acts, such as here, that are tortious and that violate the terms of the federal and state statutes described in this complaint.

166. An actual controversy has arisen in the wake of Defendants’ monitoring, collection, and misuse of Plaintiff’s and Class members’ sensitive personal data without their consent as alleged herein in violation of Defendants’ common law and statutory duties.

167. Plaintiff continues to suffer injury and damages as described herein as Defendants continue to monitor, collect, and misuse Plaintiff’s and Class members’ sensitive personal data.

168. Pursuant to its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- a. Defendants continue to owe a legal duty to not monitor, collect, and misuse Plaintiff’s and Class members’ sensitive personal information under, *inter alia*, the common law, California Constitution, Cal. Civil Code § 1709, and the California Consumer Privacy Act.
- b. Defendants continue to breach their legal duties and be in breach of their contract with Plaintiff and Class members by continuing to monitor, collect, and misuse Plaintiff’s and Class members’ sensitive personal data; and
- c. Defendants’ ongoing breaches of their legal duty and breach of contract continue to cause Plaintiff and Class members harm.

169. The Court should also issue corresponding injunctive relief, including but not limited to enjoining Google from engaging in the unlawful conduct alleged in this claim and requiring Google to delete Plaintiff’s and Class members’ data, cease further collection of Plaintiff’s and Class members’ sensitive data, and other appropriate equitable relief, including but not limited to

1 improving its privacy disclosures and obtaining adequately informed consent.

2 170. If an injunction is not issued, Plaintiff and the Class members will suffer irreparable
3 injury and lack an adequate legal remedy in the event of Defendants' ongoing conduct.

4 171. Federal and state laws prohibit, among other things, the unlawful monitoring,
5 collection, and misuse of sensitive personal data without consent. California specifically recognizes
6 privacy as a fundamental right. Given that Defendants admit that they monitor and collect their
7 customers' sensitive personal data, the risk of continued violations of federal and California law is
8 real, immediate, and substantial. Plaintiff does not have an adequate remedy at law because many
9 of the resulting injuries are reoccurring and Plaintiff will be forced to bring multiple lawsuits to
10 rectify the same conduct.

11 172. The hardships to Plaintiff and Class members if an injunction is not issued exceeds
12 the hardships to Defendants if an injunction is issues. On the other hand, the cost to Defendants of
13 complying with an injunction by complying with federal and California law and by ceasing to
14 engage in the misconduct alleged herein is relatively minimal, and Defendants have a pre-existing
15 legal obligation to avoid invading the privacy rights of consumers.

16 173. Issuance of the requests injunction will serve the public interest by preventing
17 ongoing monitoring, collection, and misuse of sensitive personal data without consent, thus
18 eliminating the injuries that would result to Plaintiff and the Class, and the potentially hundreds of
19 thousands of consumers who purchased Android Devices.

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22 **ELEVENTH CLAIM FOR RELIEF**
23 **Request for Relief Under California's Invasion of Privacy Act**
24 ***Cal. Penal Code § 631***
(On Behalf of Plaintiff and the Class)

25 174. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
26 the same force and effect as if fully restated herein.

27 175. California's Invasion of Privacy Act ("CIPA") prohibits persons from intentionally,
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1 willfully and without the consent of all parties to the communication, or in any unauthorized manner,
2 reading, or attempting to read, or to learn the contents or meaning of any message, report, or
3 communication while the same is in transit or passing over any wire, line, or cable, or is being sent
4 from, or received at any place within California. Cal. Penal Code § 631.

5 176. CIPA also prohibits any person from using, or attempting to use, in any manner, or
6 for any purpose, or communicating in any way, any information so obtained. CIPA further provides
7 that any person who aids, agrees with, employs, or conspires with any person or persons to
8 unlawfully do, or permit, or cause to be done any of the acts or things mentioned above is punishable
9 by fine or imprisonment. California Penal Code § 631.

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11 177. As described herein, Plaintiff and the Class members did not authorize Defendants
12 to collect the subject information. Without the consent of Plaintiff or the Class, Google aided, agreed
13 with, employed, or permitted the unauthorized disclosures of users' information.

14 178. At all times, Defendants' actions complained of herein have been intentional and
15 willful, as evidenced by the design and features enabling unauthorized data collection and
16 disclosure.

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18 179. Plaintiff and the Class members suffered harm as a result of Defendants' violations
19 of CIPA, and therefore seek (a) preliminary, equitable, and declaratory relief as may be appropriate,
20 (b) the greater of five thousand (\$5,000) per violation and three times the amount of actual damages
21 sustained, as authorized by California Penal Code § 637.2, and (c) reasonable attorneys' fees and
22 other litigation costs reasonably incurred.

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24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff on behalf of himself and the proposed Class respectfully requests
26 that the Court enter an order:

27 A. Certifying the Class and appointing Plaintiff as Class Representative and his counsel
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1 as Class Counsel;

2 B. Finding that Defendants' conduct was unlawful as alleged herein;

3 C. Awarding such injunctive and other equitable relief as the Court deems just and
4 proper;

5 D. Awarding Plaintiff and the Class members statutory, actual, compensatory,
6 consequential, punitive, and nominal damages;

7 E. Awarding Plaintiff and the Class members pre-judgment and post-judgment interest;

8 F. Awarding Plaintiff and the Class members reasonable attorneys' fees, costs, and
9 expenses; and

10 G. Granting such other relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a trial by jury for all issues so triable.

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14 Dated: August 5, 2020

/s/ Willem F. Jonckheer

Robert C. Schubert

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Willem F. Jonckheer

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SCHUBERT JONCKHEER & KOLBE LLP

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Three Embarcadero Center, Suite 1650

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San Francisco, California 94111

19

Telephone: (415) 788-4220

Facsimile: (415) 788-0161

rschubert@sjk.law

wjonckheer@sjk.law

20

Christian Levis (*pro hac vice* forthcoming)

21

Amanda Fiorilla (*pro hac vice* forthcoming)

22

Henry Kusjanovic (*pro hac vice* forthcoming)

LOWEY DANNENBERG, P.C.

23

44 South Broadway, Suite 1100

White Plains, NY 10601

24

Telephone: (914) 997-0500

Facsimile: (914) 997-0035

25

clevis@lowey.com

afiorilla@lowey.com

26

hkusjanovic@lowey.com

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Anthony M. Christina (*pro hac vice* forthcoming)

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LOWEY DANNENBERG, P.C.

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One Tower Bridge
100 Front Street, Suite 520
West Conshohocken, PA 19428
Telephone: (215) 399-4770
Facsimile: (914) 997-0035
achristina@lowey.com

Attorneys for Plaintiff and the Proposed Class