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zAttorneys for Plaintiff

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ZETHA NOBLE, individually and on behalf of all  
others similar situated,

Plaintiff,

vs.

FACEBOOK INC., a Delaware corporation,

Defendant.

**C10-05781**  
No.

CIVIL - CLASS ACTION

JURY TRIAL DEMANDED

**FILED**

DEC 20 2010

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

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Plaintiff Zetha Noble, by and through her attorneys, upon personal knowledge as to herself and her own acts, and upon information and belief as to all other matters, alleges as follow:

**NATURE OF THE ACTION**

1. Plaintiff Zetha Noble ("Plaintiff" or "Ms. Noble"), brings this class action complaint against Facebook, Inc. ("Facebook") for sharing its users' sensitive personally

1 identifiable information (“PII”), including users’ real names, place of birth, current city, schools  
2 attended, friend lists, pictures, genders, and more with Facebook’s advertising partners, in  
3 violation of its own Privacy Policy and accepted industry standards.

#### 4 **PARTIES**

5 2. Plaintiff Zetha Noble is a resident of Alameda County, California. She is a  
6 registered user of Facebook, Inc.’s services and has been since at least 2008.

7 3. Defendant Facebook, Inc. is a Delaware corporation headquartered in San Clara  
8 County, California, at 1601 South California Avenue, Palo Alto, City 94304. Facebook does  
9 business throughout the State of California and the nation.

#### 10 **JURISDICTION AND VENUE**

11 4. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §  
12 1332(d), because (a) at least one member of the putative class is a citizen of a state different from  
13 Defendant, (b) the amount in controversy exceeds \$5,000,000, exclusive of interests and costs,  
14 and (c) none of the exceptions under the subsection apply to this action.

15 5. Personal jurisdiction and venue are proper because Facebook is corporation  
16 headquartered in Santa Clara County and/or because the improper conduct alleged in the  
17 Complaint occurred in, was directed from, and/or emanated or exported from California.

#### 18 **INTRADISTRICT ASSIGNMENT**

19 6. Pursuant to Local Civil Local Rule 3-2(e), this case shall be assigned to the San  
20 Jose Division.

#### 21 **FACTS**

##### 22 **About Facebook**

23 7. Facebook is the world’s largest social networking website, with over 400 million  
24 registered users worldwide.

25 8. According to Facebook, its “mission is to give people the power to share and  
26 make the world more open and connected.” ([www.facebook.com/facebook?v=info%ref=pf](http://www.facebook.com/facebook?v=info%ref=pf)) To  
27 accomplish that mission, Facebook allows anyone with access to a computer and Internet  
28 connection to register for its services free of charge.

1           9.       One of the only requirements Facebook places on its registrants is that they use  
2 their actual names, rather than create a “screen name” or “user name,” as is commonplace with  
3 other website registrations.

4           10.       Once registered, a Facebook user may post a multitude of information to their own  
5 personal “Facebook profile” page, including their birth date, place of birth, current and past  
6 addresses, present and past employment, relationship status, personal pictures, videos, and more.  
7 Facebook, in fact, presents users with pre-made forms in which users may enter this type of  
8 personal information.

9           11.       As of May 21, 2010, Facebook’s default privacy settings allow everyone on the  
10 internet, including advertisers, to see a user’s real name, gender, picture, friends, networks, wall  
11 posts, photos, and likes, among other data.

12          12.       In many ways, Facebook is accomplishing its official mission. Facebook users  
13 share unprecedented personal information through the service. And while users may do so in  
14 order to connect with other Facebook users, they are also sharing this information with Facebook.  
15 And all this personal information is valuable to Facebook because it is valuable to advertisers.

16       **Advertising on Facebook**

17          13.       Because users share so much information through Facebook, Facebook is able to  
18 use that data to help its advertisers target their ads to finely tailored audiences.

19          14.       This targeting may help explain Facebook’s success in generating advertisement  
20 impressions. According to comScore’s Ad Metrix services, Facebook now serves more ad  
21 impressions than any other online entity. comScore reports that in the first quarter of 2010,  
22 Facebook served up over 176 billion display ad impressions, which accounts for 16.2% of the  
23 market.\*

24          15.       In fact, the information Facebook possesses allows its advertisers to target their  
25 ads based on age, city of residence, gender, and interests, such as mountain biking for example.  
26 This allows a local mountain bike maker to only pay for ads that Facebook serves to 20 to 30-  
27 year old men in Moab, Utah who have expressly shared with Facebook an interest in mountain  
28 biking.

1           16.     The only thing better for the advertiser would be to know the true identity of that  
2 20-something male mountain biker. But Facebook's own Privacy Policy prohibits this. It states:

3                   **5.     How We Use Your Information**

4                   **To serve personalized advertising to you.** We don't share your information  
5 with advertisers without your consent...

6           17.     As a result, while Facebook advertisers are able to engage in very targeting  
7 advertising, Facebook promises not to share anyone's true identity or personal information with  
8 any advertisers.

9           18.     Facebook requires its users to agree to this Privacy Policy upon registering with  
10 the site.

11 **Facebook violates its own Privacy Policy**

12           19.     Unfortunately for Facebook users, Facebook-in violation of its own Privacy  
13 Policy-shares its users' information with third-party advertisers without consent.

14           20.     When a Facebook user clicks on an advertisement posted on Facebook's website,  
15 Facebook sends what is known as a "Referrer Header" to the relevant advertiser. The Referrer  
16 Header is similar in many ways to a web address that a typical Internet user might use to navigate  
17 to a particular website, except that the Referrer Headers sent by Facebook to its advertisers  
18 include the user ID of the user who clicked the ad.

19           21.     Because Facebook requires its users to use their real names, navigating to any  
20 users' site will reveal that user's real name, and many times much more.

21           22.     Accordingly, once an advertiser receives the Referrer Header containing a  
22 Facebook user ID, an advertiser can simply navigate back to the specific user's profile and obtain  
23 any personal information the user has made publicly available. And remember, the default  
24 privacy settings that many users never change make the users name, photo, and more available.

25           23.     Thus, Facebook advertisers are able to gain the ultimate demographic information:  
26 users' true identities, including real name, gender, friends, interests, and more. All in violation of  
27 Facebook's own Privacy Policy.

28           24.     The importance of this systematic practice of privacy violations cannot be

1 understated. As noted Harvard professor, Ben Edelman, stated on *NBC Nightly News*, “[I]t’s like  
2 giving away your social security number. Once someone has this code, they can look up  
3 everything else that Facebook knows about you.”\*\*

4 **Facebook has been on notice of this problem, but failed to fix it.**

5 25. While the story regarding this problem broke on May 21, 2010 in the *Wall Street*  
6 *Journal*\*\*\*, Facebook was put on notice of this problem in August 2009.

7 26. In August 2009, Balachander Krishnamurthy and Craig E. Wills published an  
8 article titled, “On the Leakage of Personally Identifiable Information Via Online Social  
9 Networks.”\*\*\*\* In this article, the authors detail the exact manner in which Facebook shares  
10 with its advertisers information it promises to protect. The authors also sent this article to  
11 Facebook.

12 27. Facebook confirmed its knowledge of the violation in September 2009, as reported  
13 by Wendy Davis of *Media Post*,\*\*\*\*\* yet it did not fix the problem, which would have been easy  
14 to do.

15 28. Troublingly, while Facebook knew of the problem, it continued to make public  
16 statements to the contrary.

17 29. On April 5, 2010, Facebook stated in an official blog post:

18 We don’t share your information with advertisers unless you tell us  
19 to (e.g.) get a sample, hear more, or enter a contest). Any assertion  
20 to the contrary is false. Period. Instead, we enable advertisers to  
21 target anonymized demographics and attributes. That is, a company  
22 selling boats can target people between 40 and 50 years old who  
23 expressed an interest in boating. However, we never provide the  
24 advertiser any names or other information about the people who are  
25 shown, or even who click on, the ads.

26 30. As demonstrated throughout this Complaint, this statement is not only false, but is  
27 knowingly and willingly false.

28 31. Also troubling is the fact that problem would have been easy to fix or prevent

1 from ever occurring by making minor adjustments to its software.\*\*\*\*\*

2 **FACTS RELATING TO PLAINTIFF**

3 32. During the relevant time period, Plaintiff Noble was a registered account holder  
4 with Facebook. Plaintiff registered with Facebook prior to December 31, 2008.

5 33. During the relevant time period, Plaintiff clicked on at least one third-party  
6 advertisement displayed on Facebook.com

7 **CLASS ALLEGATIONS**

8 34. Plaintiff Noble brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and (3) on  
9 behalf of herself and a class of similarly situated individuals, defined as follows:

10 All Facebook users in the United States who clicked on a third-  
11 party advertisement displayed on Facebook.com between February  
12 4, 2004 and May 21, 2010.

13 Excluded from the class are Defendant, its legal representatives, assigns, and successors, and any  
14 entity in which Defendant has controlling interest. Also excluded is the judge to whom this case  
15 is assigned and the judge's immediate family.

16 35. The class consists of millions of individuals and other entities, making joinder  
17 impractical.

18 36. Plaintiff's claims are typical of the claims of all of the other class members.

19 37. Plaintiff will fairly and adequately represent and protect the interests of the other  
20 class members. Plaintiff has retained counsel with substantial experience in prosecuting complex  
21 litigation and class actions. Plaintiff and her counsel are committed to vigorously prosecuting this  
22 action on behalf of the class members, and have the financial resources to do so. Neither Plaintiff  
23 nor her counsel has any interest adverse to those of the other class members.

24 38. Absent a class action, most class members would find the cost of litigating their  
25 claims to be prohibitive and will have no effective remedy. The class treatment of common  
26 questions of law and fact is also superior to multiple individual actions or piecemeal litigation in  
27 that it conserves the resources of the courts and the litigants, and promotes consistency and  
28 efficiency of adjudication.

1           39.     Facebook has acted and failed to act on grounds generally applicable to Plaintiff  
2 and the other class members, requiring the Court's imposition of uniform relief to ensure  
3 compatible standards of conduct toward the class members.

4           40.     The factual and legal bases of Facebook's liability to plaintiff and to the other  
5 class members. Plaintiff and the other class members have all suffered harm as a result of  
6 Facebook's unlawful conduct.

7           41.     There are many questions of law and fact common to the claims of Plaintiff and  
8 the other class members, and those questions predominate over any questions that may affect  
9 individual class members. Common questions for the class include but are not limited to the  
10 following:

11                   (a)     Whether Facebook violated its Terms of Service and Privacy Policy by  
12 making its users' personal information available to third parties without  
13 authorization;

14                   (b)     Whether Facebook's conduct described herein violated California's Unfair  
15 Competition Law (Cal. Bus. & Prof. code § 17200, *et seq.*);

16                   (c)     Whether Facebook's conduct described herein violated California's  
17 Computer Crime Law (Cal. Penal Code § 502);

18                   (d)     Whether Facebook's conduct described herein violated the California  
19 Legal Remedies Act (Cal. Civ. Code § 1750);

20                   (e)     Whether Facebook's conduct described herein constitutes a breach of  
21 contract;

22                   (f)     Whether Facebook's conduct described herein constitutes a breach of the  
23 implied covenants of good faith and fair dealing;

24                   (g)     Whether Facebook's conduct described herein constitutes a breach of  
25 implied contracts;

26                   (h)     Whether Facebook's conduct described herein was negligent and/or  
27 grossly negligent;

28                   (i)     Whether Facebook's conduct described herein constitutes negligence per

1 se;

2 42. Plaintiff reserves the right to revise the above class definition based on facts  
3 learned in discovery.

4 **FIRST CAUSE OF ACTION**

5 **Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200**  
6 **(On Behalf of Plaintiff and the class)**

7 43. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

8 44. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200,  
9 *et seq.*, protects both consumers and competitors by promoting fair competition in commercial  
10 markets for goods and services.

11 45. The UCL prohibits any unlawful, unfair or fraudulent business act or practice. A  
12 business practice need only meet one of the three criteria to be considered unfair competition. An  
13 unlawful business practice is anything that can properly be called a business practice that at the  
14 same time is forbidden by law.

15 46. As described herein, Facebook's disclosure of its users' personal information to  
16 third-party advertisers without their authorization is a violation of UCL.

17 47. Facebook has violated the "unlawful" prong of the UCL in that Defendant's  
18 conduct violated the Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*), the  
19 California Computer Crime Law (Cal. Penal Code § 502), and the California Security Breach  
20 Information Act (Cal. Civ. Code § 1798.80, *et seq.*).

21 48. Facebook violated the fraudulent prong of the UCL by explicitly representing in  
22 its Privacy Policy and in subsequent public statements that it would not make users' personal  
23 information available to any third-party without authorization. Facebook used those  
24 misrepresentations to induce users to submit their personally identifiable information to its  
25 website. Facebook then knowingly transmitted that information to third parties without its users'  
26 authorizations.

27 49. Facebook violated the unfair prong of the UCL by gaining control over its users'  
28 PII under false pretenses.

50. Defendant's unfair or deceptive practices occurred primarily and substantially in



1 California. Decisions concerning the retention and safeguarding the disclosure of user  
2 information were made in California, Facebook maintains all or a substantial part of its computer  
3 systems containing user information in California, and the disclosure of its users' information  
4 took place primarily and substantially in California.

5 51. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order of this Court  
6 permanently enjoining Facebook from continuing to engage in the unfair and unlawful conduct  
7 described herein. Plaintiff seeks an order requiring Facebook to (1) immediately cease the  
8 unlawful practices stated in this Complaint; and (2) awarding Plaintiff and the class reasonable  
9 costs and attorneys' fees pursuant to Cal. Code Civ. Proc. § 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **Violation of California's Computer Crime Law ("CCCL"), Cal. Penal Code § 502  
12 (On Behalf of Plaintiff and the class)**

13 52. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

14 53. Facebook knowingly accessed and without permission used any data, computer,  
15 computer system, or computer network in order to execute a scheme or artifice to deceive and/or  
16 wrongfully control or obtain money, property or data in violation of § 502(c)(1). Facebook did so  
17 by accessing and sharing with advertisers the personal information of Plaintiff and class members  
18 in order to deceive Facebook users and/or to wrongfully obtain money from advertisers and more  
19 data Facebook users.

20 54. Facebook knowingly accessed and without permission took, copied, or made use  
21 of Plaintiff and class members' personal information in violation of § 502(c)(2).

22 55. Facebook knowingly and without permission used or caused to be used computer  
23 services by impermissibly accessing, collecting, and transmitting Plaintiff and class members'  
24 personal information in violation of § 502(c)(3).

25 56. Facebook knowingly and without permission provided or assisted in providing a  
26 means of accessing a computer, computer system, or computer network by creating a command  
27 that allowed it to impermissibly access, collect, and transmit Plaintiff and class members'  
28 personal information in violation of § 502(c)(6).

57. Facebook knowingly and without permission accessed or caused to be accessed

1 Plaintiff and class members' computers and/or computer networks by impermissibly collecting  
2 Plaintiff and class members' personal information in violation of § 502(c)(8).

3 58. Facebook knowingly and without permission introduced a computer contaminant,  
4 as defined in § 502(b)(10), by introducing computer instructions designed to record or transmit  
5 information-Plaintiff and class members' personal information-on Plaintiff and class members'  
6 computers and/or computer networks without the intent or permission of the owners of that  
7 information in violation § 502(c)(8).

8 59. As a direct and proximate result of Facebook's violation of § 502, Facebook  
9 caused loss to Plaintiff and the class members in an amount to be proven at trial. Plaintiff and the  
10 class are entitled to the recovery of attorneys' fees pursuant to § 502(e).

11 60. Plaintiff and class members have also suffered irreparable injury as a result of  
12 Defendant's unlawful conduct, including the collection and sharing of their personal information.  
13 Additionally, because the stolen information cannot be returned, the harm from the security  
14 breach is ongoing and compounding. Accordingly, Plaintiff and the class have no adequate  
15 remedy at law, entitling them to injunctive relief.

16 **THIRD CAUSE OF ACTION**

17 **Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.***  
18 **(On Behalf of Plaintiff and the class)**

19 61. Plaintiff incorporates the foregoing allegations as fully set forth herein.

20 62. The Consumers Legal Remedies Act prohibits the act, use or employment by any  
21 person of any deception, fraud, false pretense, false promise, misrepresentation, concealment,  
22 suppression or omission of any material fact with intent that others rely upon such act in  
23 connection with the sale or advertisement of any merchandise whether or not any person has in  
24 fact been misled, deceived or damaged thereby.

25 63. As described within, Facebook has engaged in deceptive practices, unlawful  
26 methods of competition, and/or unfair acts as defined by Cal. Civ. Code §§ 1750, *et seq.*, to the  
27 detriment of Plaintiff and the class.

28 64. Facebook, acting with knowledge, intentionally and unlawfully brought harm  
upon Plaintiff and the class by deceptively inducing Plaintiff and the class to register with

1 Facebook and click on advertisements based upon deceptive and misleading representations that  
2 it would not disclose their personal information to third-parties without authorization.  
3 Specifically, Facebook violated Cal. Civ. Code § 1750 in at least the following respects:

- 4 (a) In violation of § 1770(a)(5) by representing that goods or services have  
5 characteristics and benefits that they do not have;
- 6 (b) In violation of § 1770(a)(14) by representing that a transaction confers or involves  
7 rights, remedies, or obligations which it does not have or involve, or which are  
8 prohibited by law;
- 9 (c) In violation of § 1770(a)(16) by representing that the subject of a transaction has  
10 been supplied in accordance with a previous representation when it has not.

11 65. Plaintiff and the class have suffered harm as a direct proximate result of the  
12 Facebook's violations of law and wrongful conduct.

13 66. Under Cal. Civ. Code § 1780(a) & (b), Plaintiff and the class seek injunctive relief  
14 requiring Defendant to cease and desist the illegal conduct described herein, and any other  
15 appropriate remedy for violations of the CLRA. For the sake of clarity, Plaintiff explicitly  
16 disclaims any claim for damages under the CLRA at this time.

17 **FOURTH CAUSE OF ACTION**  
18 **Breach of Contract**  
19 **(On Behalf of Plaintiff and the class)**

20 67. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

21 68. In order to register for and use its social networking website, Facebook required  
22 that Plaintiff and the class affirmatively assent to its Terms and Conditions and Privacy Policy  
(the "Agreement").

23 69. The Agreement's provisions constitute a valid and enforceable contract between  
24 Plaintiff and the class on the one hand, Facebook on the other.

25 70. Under the Agreement, Plaintiff and the class transmitted several pieces of  
26 sensitive PII to Facebook in exchange for Facebook's promise that it would not share their  
27 personal information with third parties, including but not limited to advertisers, without their  
28 authorization.

1           71. Defendant materially breached the terms of the Agreement through its unlawful  
2 conduct alleged herein, including its disclosure of Plaintiff and the class's personal information to  
3 its advertiser partners.

4           72. As a result of Defendant's misconduct and a breach of the Agreement described  
5 herein, Plaintiff and the class suffered injury.

6                                   **FIFTH CAUSE OF ACTION**  
7                                   **Breach of the Implied Covenant of Good Faith and Fair Dealing**  
8                                   **(On Behalf of Plaintiff and the class)**

9           73. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10           74. In order to use Defendant's social-networking website, Plaintiff and the class  
11 affirmatively assented to Defendant's Terms and Conditions and Privacy Policy.

12           94. The Agreement's provisions constitute a valid and enforceable contract between  
13 Plaintiff and the class on the one hand, and Facebook on the other.

14           95. Implicit in the Agreement were contract provisions that prevented Facebook from  
15 engaging in conduct that frustrated or injured Plaintiff's and the class's rights to receive the  
16 benefits of the Agreement.

17           96. Defendant's obligation to prevent the disclosure of Plaintiff and the class's  
18 personal information to third-parties without their authorization was a material term of the  
19 Agreement.

20           97. Furthermore, implicit in the terms of the Agreement was Facebook's obligation to  
21 comply with Cal. Bus. & Prof. Code §§ 17200, *et seq.*, Cal. Penal Code § 502, Cal. Civ. Code §§  
22 1798.80, *et seq.*, and Cal. Civ. Code §§ 1750, *et seq.*

23           98. Defendant breached the implied covenant of good faith and fair dealing by  
24 disclosing Plaintiff and the class's personal information to third-parties without their  
25 authorization, and further by failing to fully comply with the proscriptions of applicable statutory  
26 law.

27           99. Defendant's misconduct and breach of the implied covenant of good faith and fair  
28 dealing as described herein resulted in injury to Plaintiff and the class.

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**SIXTH CAUSE OF ACTION**  
**Breach of Implied Contracts**  
**(On Behalf of Plaintiff and the class)**

100. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

101. In order to register for Facebook's social-networking website, Plaintiff and the class transmitted several pieces of sensitive pieces of sensitive PII to Facebook.

102. By providing that sensitive PII and upon Facebook's acceptance of such information, Plaintiff and the class, on the one hand, and Defendant, on the other hand, entered into implied contracts whereby Facebook was obligated not to disclose that information to third-parties without Plaintiff and the class's authorization.

103. Without such implied contracts, Plaintiff and the class would not have provided their personal information to Defendant.

104. By disclosing Plaintiff and the class's sensitive PII to third-parties without their authorization, Facebook breached its implied contracts with Plaintiff and the class.

105. Facebook's breach and other misconduct described herein resulted in injury to Plaintiff and the class.

**SEVENTH CAUSE OF ACTION**  
**Violation of Cal. Civ. Code §§ 1572 & 1573**  
**(On Behalf of Plaintiff and the class)**

106. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

107. Cal. Civ. Code § 1572 provides in relevant part that actual fraud exists when a party to a contract suppresses "that which is true, by one having knowledge or belief of the fact" "with intent to deceive another party thereto, or induce him to enter into the contract."

108. Cal. Civ. Code § 1573 provides in relevant part that constructive fraud exists "[i]n any such act or omission as the law specially declares to be fraudulent, without respect to actual fraud."

109. Facebook violated § 1572 through its positive assertions that it would not share the identity of its users with its advertisers without consent, as described herein. Facebook further violated this section by suppressing its knowledge of this fact.

110. Additionally and/or alternatively, Facebook violated § 1573 by breaching its duty

1 to protect its users' identities from its advertisers and gaining an advantage in doing so, by  
2 misleading its users to their prejudice, as described herein.

3 111. Plaintiff, on behalf of herself and the class, seeks damages from Facebook,  
4 including but not limited to disgorgement of all proceeds Facebook obtained from its unlawful  
5 business practices.

6 **EIGHTH CAUSE OF ACTION**  
7 **Unjust Enrichment (In the Alternative)**  
8 **(On Behalf of Plaintiff and the class)**

9 112. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 113. Plaintiff and the class have conferred a benefit upon Facebook. Facebook has  
11 received and retained money belonging to Plaintiff and the class as a result of sharing its users'  
12 personal information with its advertisers without their consent, as described herein.

13 114. Facebook appreciates or has knowledge of said benefits.

14 115. Under principles of equity and good conscience, Facebook should not be  
15 permitted to retain money belonging to Plaintiff and the class that it unjustly received as a result  
16 of its actions.

17 116. Plaintiff and the class have suffered loss as a direct result of Facebook's conduct.

18 117. Plaintiff, on her own behalf and on behalf of the class, seeks the imposition of a  
19 constructive trust on and restitution of the proceeds of Facebook received as a result of its  
20 conduct described herein, as well as attorneys' fees and costs pursuant to Cal. Civ. Proc. Code §  
21 10121.5/

22 **NINTH CAUSE OF ACTION**  
23 **Negligence**  
24 **(On Behalf of Plaintiff and the class)**

25 118. In order to register for Facebook's social-networking website, Plaintiff and the  
26 class transmitted several pieces of sensitive PII to Defendant.

27 119. By agreeing to accept and the class's sensitive PII, Facebook assumed a duty,  
28 which required it to exercise reasonable care in protecting that information from its unauthorized  
disclosure to third-parties.

120. Defendant failed to protect Plaintiff and the class's sensitive PII from its

1 unauthorized disclosure to third-parties, including by failing to ensure that user IDs and other  
2 identifying information that would allow third-parties to navigate to individual users' profile  
3 pages were not included in the referrer URL's transmitted to its advertiser partners.

4 121. By failing to take appropriate measures to protect Plaintiff and the class's sensitive  
5 PII from unauthorized disclosure described herein, Defendant's conduct was grossly negligent  
6 and departed from all reasonable standards of care.

7 122. As a direct and proximate result of Facebook's conduct described herein, Plaintiff  
8 and the class's sensitive PII was disclosed to third-parties without their authorization.

9 123. That disclosure of Plaintiff and the class's sensitive PII was reasonably  
10 foreseeable by Defendant.

11 124. Neither Plaintiff nor the other class members contributed to the unauthorized  
12 disclosure of their sensitive PII described herein.

13 125. As a direct and proximate result of Facebook's misconduct described herein,  
14 Plaintiff and the class were injured.

15 **TENTH CAUSE OF ACTION**  
16 **Negligence Per Se**  
**(On Behalf of Plaintiff and class)**

17 126. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

18 127. Defendant's violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.*, Cal. Penal  
19 Code § 502, Cal. Civ. Code §§ 1798.80, *et seq.*, and Cal. Civ. Code §§ 1750, *et seq.*, resulted in  
20 injury to Plaintiff and the class.

21 128. The harm Defendant caused to Plaintiff and the class are injuries that result from  
22 the type of occurrences those statutes were designed to prevent.

23 129. Plaintiff and the class are the type of persons for whose protection those statutes  
24 were adopted.

25 130. Defendant's violations of the foregoing statutes as described herein resulted in  
26 injury to Plaintiff and the class.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the class, prays for the following  
3 relief:

4 A. Certify this case as a class action on behalf of the class defined above appoint  
5 Plaintiff Noble as class representative, and appoint her counsel as class counsel;

6 B. Declare that Facebook's actions, as described herein, violate the California Unfair  
7 Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*), the Computer Crime Law (Cal.  
8 Penal Code § 502), the California Security Breach Information Act (Cal. Civ. Code § 1798.80, *et*  
9 *seq.*), and the Consumer Legal Remedies Act (Cal. Bus. & Prof. Code § 1750), and constitute  
10 breach of contract, breach of implied covenant of good faith and fair dealing, breach of implied  
11 contract, fraud, unjust enrichment, negligence, and negligence per se;

12 C. Awarding injunctive and other equitable relief as is necessary to protect the  
13 interests of the class, including, *inter alia*, an order prohibiting Facebook from engaging in the  
14 wrongful and unlawful acts described herein;

15 D. Disgorge Facebook of all revenue earned from displaying third-party advertising  
16 on Facebook.com during the class period;

17 E. Awarding damages, including statutory damages where applicable, to Plaintiff and  
18 the class in an amount to be determined at trial;

19 F. Awarding all economic, monetary, actual, consequential, and compensatory  
20 damages caused Facebook's conduct, and if its conduct is proved willful, award Plaintiff and the  
21 class exemplary damages;

22 G. Award restitution against Facebook for all money to which Plaintiff and the class  
23 are entitled in equity;

24 H. Awarding Plaintiff and the class pre- and post-judgment interest, to the extent  
25 allowable; and

26 J. Awarding such other and further relief as equity and justice may require.  
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**DEMAND FOR JURY TRIAL**

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Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial as to all issues so triable.

Date: December 20, 2010

Respectfully submitted,

By: \_\_\_\_\_  
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