

1 Scott A. Kamber (not admitted)  
 skamber@kamberlaw.com  
 2 David A. Stampley (not admitted)  
 dstampley@kamberlaw.com  
 3 KamberLaw, LLC  
 4 100 Wall Street, 22nd Floor  
 New York, New York 10005  
 5 Telephone: (212) 920-3072  
 Facsimile: (212) 920-3081  
 6 Avi Kreitenberg (SBN 266571)  
 akreitenberg@kamberlaw.com  
 7 KamberLaw, LLP  
 8 1180 South Beverly Drive, Suite 601  
 Los Angeles, California 90035  
 9 Telephone: (310) 400-1050  
 Facsimile: (310) 400-1056  
 10 Attorneys for Plaintiff

*(Signature)*  
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**DEC 23 2010**  
 RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

**E-filing**

**PSG**

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION**

14 JONATHAN LALO, Individually and On  
 15 Behalf of a Class of Similarly Situated  
 Individuals,

Plaintiff,

v.

18 APPLE INC., a California Corporation;  
 19 BACKFLIP, a Delaware Corporation;  
 20 DICTIONARY.COM, a California  
 Corporation; PANDORA, INC., a California  
 21 Corporation; THE WEATHER CHANNEL, a  
 Georgia Corporation,

Defendants.

**CV10 5878**

JURY DEMAND

CLASS ACTION COMPLAINT FOR:

1. Violations of the Electronic Communications Privacy Act, , 18 U.S.C. § 2510
2. Violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030
3. Unfair Competition, California Business and Professions Code § 17200
4. Violations of the Consumer Legal Remedies Act, California Civil Code § 1750
5. Unjust Enrichment

26 Plaintiff Jonathan Lalo, individually and on behalf of all others similarly situated, make  
 27 the following allegations based on their personal knowledge of their own acts and observations  
 28 and, otherwise, upon information and belief based on investigation of counsel.

**ORIGINAL**

**BY FILING**

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## I. NATURE OF THE CASE

1. This is a class action brought on behalf of the Plaintiffs and other owners and users of the Apple iPhone and iPad who were the victims of privacy violations and unfair business practices by Apple Inc. (“Apple”), Pandora Media, Inc. (“Pandora”), and Gogii, Inc. (“Gogii”).

2. Plaintiffs downloaded applications (“apps”) to their iPhone and iPad mobile devices from an Apple-sponsored website as part of the use of their mobile devices. Apple claims to review each application before offering it to its users, purports to have implemented app privacy standards, and claims to have created “strong privacy protections” for its customers. However, Plaintiffs have discovered that some of these apps have been transmitting their personal, identifying information (“PII”) to advertising networks without obtaining their consent.

3. Each Apple iPhone is encoded with an electronically readable Unique Device Identifier (“UDID”). This UDID, which cannot be blocked, altered, or deleted, is now being used by ad networks to track Plaintiffs and the Class – including what apps they download, how frequently they use the apps, and for how long. Some apps are also selling additional information to ad networks, including users’ location, age, gender, income, ethnicity, sexual orientation and political views.

4. Plaintiffs did not consent to their PII being provided to third parties, nor were they aware that these apps were able to do so.

5. Plaintiffs allege that Defendants invaded their privacy, misappropriated and misused their personal information, and interfered with the operability of their mobile devices—conduct and consequences for which they now seek relief.

## II. PARTIES

6. Plaintiff Jonathan Lalo (referred to herein as “Plaintiff” or collective “Plaintiffs”) is a resident of Los Angeles County, California.

7. Defendant Apple, Inc. (“Apple”) is a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014. Apple is the maker of the

1 Apple iPhone.

2 8. Defendant Pandora, Inc. is the maker of the Pandora App and is a California  
3 corporation with its principal place of business at 2101 Webster Street, Oakland, California  
4 94612.

5 9. Defendant Backflip Studios, Inc. is the maker of the Paper Toss app and is a  
6 Delaware Corporation with its principal place of business in Boulder, Colorado.

7 10. Defendant The Weather Channel, Inc. is the maker of the Weather Channel  
8 iPhone app and is a Georgia Corporation with its principal place of business at 300 Interstate  
9 North Parkway Southeast, Atlanta, Georgia 30339.

10 11. Defendant Dictionary.com, LLC is the maker of the Dictionary.com iPhone app  
11 and is a California Corporation with its principal place of business at 555 12th Street, Oakland,  
12 California 94607.

13 12. The defendants named above are collectively referred to in this complaint as  
14 "Defendants."

15 **III. JURISDICTION AND VENUE**

16 13. This Court has subject-matter jurisdiction over this action pursuant to Title 28,  
17 United States Code, Section 1331.

18 14. Venue is proper in this District under Title 28, United States Code, Section  
19 1391(b) because Defendants' improper conduct alleged in this complaint occurred in, was  
20 directed from, and/or emanated from this judicial district. Two of the defendants are California  
21 corporations with their principal places of business in this district.

22 **IV. FACTUAL ALLEGATIONS**

23 15. Plaintiff has owned an iPhone since the first introduction of the device. During  
24 that time, he has downloaded a number of iPhone apps, which he has backed up and migrated  
25 each time he has replaced his iPhone with a new one.

26 16. For a period range from several years to the past six months, Plaintiff has in-  
27 stalled a number of apps on his iPhone, including:

28

- 1 a. Dictionary.com
- 2 b. Pandora
- 3 c. Paper Toss
- 4 d. The Weather Channel

5 17. Apple sets its iPhones and iPads with a UDID, which is a unique identifying  
6 number assigned to each device. UDIDs cannot be deleted or blocked by users. These UDIDs  
7 can be used to track the user of the device, including a variety of information that can be  
8 inferred based on the apps that user downloads.

9 18. Apple claims that it reviews all apps available on its App Store. It states that it  
10 does not allow apps to transmit data about a user without consent.

11 19. In contrast to Apple's statements, the above-listed applications acquire UDID  
12 and geographic location information from users' iPhones without users' consent and in a  
13 manner that is not apparent to users.

14 20. For example, Pandora reportedly sends age, gender, location, and UDIDs to a  
15 variety of third-party ad networks. Pandora sends this information without the prior consent of  
16 its users, in violation of Apple's app rules, and a variety of state and federal laws. Pandora  
17 violates the privacy rights of its users for its own financial gain.

18 21. Similarly, according to the Wall Street Journal's investigative coverage re-  
19 ported December 18, 2010, all of the other apps listed above transmit UDID and geographic  
20 location information, in addition to other information about users and their uses of the apps.

21 22. Plaintiffs did not expect, receive notice of, or consent to Defendants' tracking  
22 of his iPhone app use and did not want Defendants to engage in such activity. Plaintiffs did not  
23 expect, receive notice of, or consent to Defendants providing his PII to any third parties.

24 23. Defendants' activities were in conflict with the privacy policies and/or terms of  
25 use of the Apple app store.

26 24. Defendants' actions exceeded the scope of any authorization that could have  
27 been granted by Plaintiffs at the time of downloading and using the above-listed apps.

28 25. Plaintiffs' communications on the Internet, during which time Defendants used

1 and collected their information, were electronic communications.

2 26. Thus, Defendants engaged in and/or caused interception of communications  
3 without authorization.

4 27. Plaintiffs consider information about their mobile communications to be in the  
5 nature of confidential information.

6 28. Plaintiffs consider information about themselves and their mobile commuica-  
7 tions to be their personal property.

8 29. Plaintiffs consider information about any website they visit, or apps they down-  
9 load, to be in the nature of confidential information and personal property that they do not  
10 expect to be available to an unaffiliated company.

11 30. Plaintiffs believe that the merger of this information that is likely to occur in the  
12 hands of an ad network, based on the profiling performed by ad networks, to constitute the  
13 deanonymization of their supposedly anonymous UDID and/or geographic location and there-  
14 fore, to constitute personally identifiable information.

15 31. Plaintiffs did not consent to being personally identified to ad networks or for  
16 their personally identifiable information to be shared with and used on behalf of Defendants.

17 32. Defendants' actions were knowing, surreptitious, and without notice and so  
18 were conducted without authorization and exceeding authorization.

19 33. Defendants misappropriated Plaintiffs' personal information.

20 34. Defendants' conduct caused economic loss to Plaintiffs in that their personal in-  
21 formation has discernable value, both to Defendant and to Plaintiffs.

22 35. Defendants deprived Plaintiffs of and/or diminished the economic value of their  
23 personal information.

24 36. Defendants used Plaintiffs' personal information for their own economic bene-  
25 fit.

26 37. Plaintiffs' experiences are typical of the experiences of Class Members.

27 38. The aggregated loss and damage sustained by the Class, as defined herein, in-  
28 cludes economic loss with an aggregated value of at least \$5,000 during a one-year period.



1 litigation and class actions. Plaintiffs and their counsel are committed to prosecuting this  
2 action vigorously on behalf of Class Members and have the financial resources to do so.  
3 Neither Plaintiffs nor their counsel have any interests adverse to those of the other Class  
4 Members.

5 49. Absent a class action, most Class Members would find the cost of litigating  
6 their claims to be prohibitive and would have no effective remedy.

7 50. The class treatment of common questions of law and fact is superior to multiple  
8 individual actions or piecemeal litigation in that it conserves the resources of the courts and the  
9 litigants, and promotes consistency and efficiency of adjudication.

10 51. Defendants have acted and failed to act on grounds generally applicable to  
11 Plaintiffs and other Class Members, requiring the Court's imposition of uniform relief to  
12 ensure compatible standards of conduct toward the Class Members.

13 52. The factual and legal bases of Defendants' liability to Plaintiff and other Class  
14 Members are the same, resulting in injury to Plaintiff and all of the other Class Members.  
15 Plaintiff and other Class Members have all suffered harm and damages as a result of Defen-  
16 dants' wrongful conduct.

17 53. There are many questions of law and fact common to Plaintiffs and the Class  
18 Members and those questions predominate over any questions that may affect individual Class  
19 Members. Common questions for the Class include, but are not limited to the following:

20 a. whether Defendants, without authorization, tracked and compiled in-  
21 formation to which Class Members enjoyed rights of possession superior to those of Defen-  
22 dants;

23 b. whether Defendants, without authorization, created personally identifi-  
24 able profiles of Class Members;

25 c. Whether Defendants violated: (i) the Computer Fraud and Abuse Act,  
26 18 U.S.C. § 1030; (ii) the Electronic Communications Privacy Act, 18 U.S.C. § 2510; (iii)  
27 California Business and Professions Code § 17200; (iv) The Consumer Legal Remedies Act,  
28 Cal. Civ. Code § 1750; and (v) other violations of common law.

1 d. Whether Defendants misappropriated valuable information assets of  
2 Class Members;

3 e. Whether Defendants created or caused or facilitated the creation of per-  
4 sonally identifiable consumer profiles of Class Members;

5 f. Whether Defendants continue to retain and/or sell, valuable information  
6 assets from and about Class Members;

7 g. What uses of such information were exercised and continue to be exer-  
8 cised by Defendants;

9 h. Whether Defendants invaded the privacy of Class Member; and

10 i. Whether Defendants have been unjustly enriched.

11 54. The questions of law and fact common to Class Members predominate over any  
12 questions affecting only individual members, and a class action is superior to all other avail-  
13 able methods for the fair and efficient adjudication of this controversy.

14 **VI. CLAIMS FOR RELIEF**

15 55. Based on the foregoing allegations, Plaintiffs' claims for relief include the  
16 following:

17 **COUNT I**

18 **Violations of the Computer Fraud and Abuse Act,**

19 **18 U.S.C § 1030, et seq.**

20 56. Plaintiffs incorporates the above allegations by reference as if fully set forth  
21 herein.

22 57. The Computer Fraud and Abuse Act, 18 U.S.C. § 1030, referred to as "CFAA,"  
23 regulates fraud and related activity in connection with computers, and makes it unlawful to  
24 intentionally access a computer used for interstate commerce or communication, without  
25 authorization or by exceeding authorized access to such a computer, thereby obtaining infor-  
26 mation from such a protected computer, within the meaning of U.S.C. § 1030(a)(2)(C).

27 58. Defendants violated 18 U.S.C. 1030 by intentionally accessing Plaintiff's and  
28 Class Members' computers without authorization or by exceeding authorization, thereby



1 obtaining information from such a protected computer.

2 59. The CFAA, 18 U.S.C. § 1030(g) provides a civil cause of action to “any person  
3 who suffers damage or loss by reason of a violation of CFAA.

4 60. The CFAA, 18 U.S.C. § 1030(a)(5)(A)(i) makes it unlawful to “knowingly  
5 cause the transmission of a program, information, code, or command and as a result of such  
6 conduct, intentionally cause damage without authorization, to a protected computer,” of a loss  
7 to one or more persons during any one-year period aggregating at least \$5,000 in value.

8 61. Plaintiff’s computer is a “protected computer . . . which is used in interstate  
9 commerce and/or communication” within the meaning of 18 U.S.C. § 1030(e)(2)(B).

10 62. Defendants violated 18 U.S.C. § 1030(a)(5)(A)(i) by knowingly causing the  
11 transmission of a command to be downloaded to Plaintiff’s computer, which is a protected  
12 computer as defined above. By storing LSOs and executing browser-history sniffing code to  
13 access collect, and transmits details of Plaintiff’s web activities and communications, Defen-  
14 dants intentionally caused damage without authorization to those Class Members’ computers  
15 by impairing the integrity of the computers.

16 63. Defendants violated 18 U.S.C. 1030(a)(5)(A)(ii) by intentionally accessing  
17 Plaintiff’s and Class Members’ protected computers without authorization, and as a result of  
18 such conduct, recklessly caused damage to Plaintiff’s and Class Members computers by  
19 impairing the integrity of data and/or system and/or information.

20 64. Defendants violated 18 U.S.C. 1030 (a)(5)(A)(iii) by intentionally accessing  
21 Plaintiff and Class Members’ protected computers without authorization, and as a result of  
22 such conduct, caused damage and loss to Plaintiff and Class Members.

23 65. Plaintiff and Class Members suffered damage by reason of these violations, as  
24 defined in 18 U.S.C. 1030(e)(8), by the “impairment to the integrity or availability of data, a  
25 program, a system or information.”

26 66. Plaintiff and Class Members have suffered loss by reason of these violations, as  
27 defined in 18 U.S.C. 1030(e)(11), by the “reasonable cost . . . including the cost of responding  
28 to an offense, conducting a damage assessment, and restoring the data, program, system, or



1 without knowledge, consent, or authorization.

2 74. The contents of data transmissions from and to Plaintiff and Class Members'  
3 personal computers constitute "electronic communications" within the meaning of 18 U.S.C. §  
4 2510.

5 75. Plaintiff is a "person whose . . . electronic communication is intercepted . . . or  
6 intentionally used in violation of this chapter" within the meaning of 18 U.S.C. § 2520.

7 76. Defendants violated 18 U.S.C. § 2511(1)(a) by intentionally intercepting, en-  
8 deavoring to intercept, or procuring any other person to intercept or endeavor to intercept  
9 Plaintiff's electronic communications.

10 77. Defendants violated 18 U.S.C. 2511(1)(c) by intentionally disclosing, or en-  
11 deavoring to disclose, to any other person, the contents of Plaintiff's electronic communica-  
12 tions, knowing or having reason to know that the information was obtained through the inter-  
13 ception of Plaintiff's electronic communications.

14 78. Defendants violated 18 U.S.C. § 2511(1)(d) by intentionally using or endeavor-  
15 ing to use, the contents of Plaintiff's electronic communications, knowing of having reason to  
16 know that the information obtained through the interception of Plaintiff's electronic communi-  
17 cations.

18 79. Defendants' intentional interception of these electronic communications was  
19 without Plaintiff or the Class Members' knowledge, consent, or authorization and was under-  
20 taken without a facially valid court order or certification.

21 80. Defendants' intentional interception of these electronic communications was  
22 without the knowledge, consent, or authorization of the publishers' websites with which  
23 Plaintiff and Class Members were communicating and was undertaken without a facially valid  
24 court order or certification.

25 81. Defendants intentionally used such electronic communications, with knowl-  
26 edge, or having reason to know, that the electronic communications were obtained through  
27 interception, for an unlawful purpose.

28 82. Defendants unlawfully accessed and used, and voluntarily disclosed, the con-

1 tents of the intercepted communications to enhance their profitability and revenue through  
2 advertising. This disclosure was not necessary for the operation of Defendants' systems or to  
3 protect Defendants' rights or property.

4 83. The Electronic Communications Privacy Act of 1986, 18 U.S.C. § 2520(a) pro-  
5 vides a civil cause of action to "any person whose wire, oral, or electronic communications is  
6 intercepted, disclosed, or intentionally used" in violation of ECPA.

7 84. Defendants are liable directly and/or vicariously for this cause of action. Plain-  
8 tiff therefore seeks remedy as provided for by 18 U.S.C. § 2520, including such preliminary  
9 and other equitable or declaratory relief as may be appropriate, damages consistent with  
10 subsection (c) of that section to be proven at trial, punitive damages to be proven at trial, and a  
11 reasonable attorney's fees and other litigation costs reasonably incurred.

12 85. Plaintiff and Class Members have additionally suffered loss by reason of these  
13 violations, including, without limitation, violation of the right of privacy.

14 86. Plaintiff and the Class, pursuant to 18 U.S.C. § 2520, are entitled to prelimi-  
15 nary, equitable, and declaratory relief, in addition to statutory damages of the greater of  
16 \$10,000 or \$100 per day for each day of violation, actual and punitive damages, reasonable  
17 attorneys' fees, and Defendants' profits obtained from the above described violations. Unless  
18 restrained and enjoined, Defendants will continue to commit such acts. Plaintiff's remedy at  
19 law is not adequate to compensate it for these inflicted and threatened injuries, entitling Plain-  
20 tiff to remedies including injunctive relief as provided by 18 U.S.C. 2510.

21 **COUNT III**

22 **Violations of the Unfair Competition Law (UCL)**

23 **California Business and Professions Code § 17200, et seq.**

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

25 88. In violation of California Business and Professions Code, Section 17200 et seq.,  
26 Defendant's conduct in this regard is ongoing and includes, but is not limited to, statements  
27 made by Defendant and Defendant's omissions, including as set forth above.

28 89. By engaging in the above-described acts and practices, Defendant has commit-

1 ted one or more acts of unfair competition within the meaning of the Unfair Competition Law  
2 and, as a result, Plaintiff and the Class have suffered injury-in-fact and have lost money and  
3 property—specifically, personal information; the expenses of investigation, mitigation, and  
4 remediation; and the opportunity cost of having installed and used Defendant’s software.

5 ***Unlawful Business Act and Practices***

6 90. Defendant’s business acts and practices are unlawful, in part, because they vio-  
7 late California Business and Professions Code, Section 17500, *et seq.*, which prohibits false  
8 advertising, in that they were untrue and misleading statements relating to Defendant’s per-  
9 formance of services and with the intent to induce consumers to enter into obligations relating  
10 to such services, and regarding which statements Defendant knew or which, and by the exer-  
11 cise of reasonable care Defendant should have known, were untrue and misleading.

12 91. Defendant’s business acts and practices are also unlawful in that they violate  
13 the California Consumer Legal Remedies Act, California Civil Code, Section 1750, *et seq.*;  
14 Title 18, United States Code, Section 1030, *et seq.*; and Title 18, United States Code, Sec-  
15 tion 2701, *et seq.* Defendant is therefore in violation of the unlawful prong of the Unfair  
16 Competition Law.

17 92. Defendant’s business acts and practices are also unlawful in that they violate  
18 the California Constitution, Article I, Section 1, which articulates the inalienable right to  
19 pursue and obtain privacy, in that, through Toolbar, Defendant willfully interfered with and  
20 obstructed users’ rights and actual attempts to pursue and obtain the privacy promised by  
21 Defendant as an inducement for users to install Toolbar.

22 ***Unfair Business Act and Practices***

23 93. Defendant’s business acts and practices are unfair because they have caused  
24 harm and injury-in-fact to Plaintiff and Class Members and for which Defendant has no justi-  
25 fication other than to increase, beyond what Defendant would have otherwise realized, its  
26 information assets supportive of its advertising revenue.

27 94. Defendant’s conduct lacks reasonable and legitimate justification in that Defen-  
28 dant has benefited from such conduct and practices while Plaintiff and the Class members



1 family, or household purposes. Defendant's past and ongoing acts and practices include but are  
2 not limited to:

3 100. Defendant's representations that their services have characteristics, uses, and  
4 benefits they do not have, in violation of Civil Code, Section 1770(a)(5);

5 101. Defendant's representations that their services are of a particular standard, qual-  
6 ity and grade but are of another standard quality and grade, in violation of Civil Code, Sec-  
7 tion 1770(a)(7); and

8 102. Defendant's advertisement of services with the intent not to sell those services  
9 as advertised, in violation of Civil Code, Section 1770(a)(9);

10 103. Defendant's violations of Civil Code, Section 1770 have caused damage to  
11 Plaintiff and the other Class members and threaten additional injury if the violations continue.  
12 This damage includes the injuries and losses set forth above

13 104. At this time, Plaintiff seeks only injunctive relief under this cause of action.  
14 Pursuant to Civil Code, Section 1782, in conjunction with the filing of this action, Plaintiff  
15 will notify Defendant in writing of the particular violations of Civil Code, Section 1770 and  
16 demand that Defendant rectify the problems associated with their behavior detailed above,  
17 which acts and practices are in violation of Civil Code, Section 1770.

18 105. If Defendant fails to respond adequately to Plaintiff's above-described demand  
19 within 30 days of Plaintiff's notice, pursuant to Civil Code, Section 1782(b), Plaintiff will  
20 amend the complaint to request damages and other relief, as permitted by Civil Code, Sec-  
21 tion 1780.

22

23 **COUNT V**

24 **Unjust Enrichment**

25 106. Plaintiff incorporates the above allegations by reference as if fully set forth  
26 herein.

27 107. A benefit has been conferred upon Defendants by Plaintiff and the Class  
28 whereby Defendants, directly or indirectly, have received and retained information regarding

1 online communications and activity of Plaintiff and Class Members. Defendants have received  
2 and retained information regarding specific reading and communications content that is other-  
3 wise private, confidential, and not of public record, and/or has received revenue from the  
4 provision of such information.

5 108. Defendants appreciate and/or have knowledge of said benefit.

6 109. Under principles of equity and good conscience, Defendants should not be  
7 permitted to retain the information and/or revenue that they acquired by virtue of their unlaw-  
8 ful conduct. All funds, revenue, and benefits received by Defendants rightfully belong to  
9 Plaintiff and the Class, which Defendants have unjustly received as a result of their actions.

10 110. Plaintiff and Class Members have no adequate remedy at law.

11 **VII. DEMAND FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays  
13 for judgment against Defendants and that the Court may:

- 14 A. certify this case as a Class action on behalf of the Class defined above, appoint  
15 Plaintiff as Class representative, and appoint his counsel as Class counsel;
- 16 B. declare that Defendants' actions violate the statutes and common-law jurispru-  
17 dence set forth above;
- 18 C. award injunctive and equitable relief as applicable to the Class *mutatis mutan-*  
19 *dis*, including:
- 20 i. prohibiting Defendants from engaging in the acts alleged above;
- 21 ii. requiring Defendants to provide reasonable notice and choice to con-  
22 sumers regarding Defendants' data collection, profiling, merger, and de-  
23 anonymization activities;
- 24 iii. requiring Defendants to disgorge to Plaintiff and Class Members or to  
25 whomever the Court deems appropriate all of Defendants' ill-gotten  
26 gains;
- 27 iv. requiring Defendants to delete all data from and about Plaintiff and  
28 Class Members that it collected and/or acquired from third parties

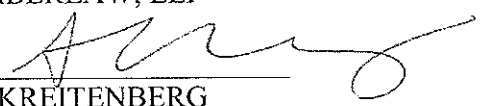


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- through the acts alleged above;
  - v. requiring Defendants to provide Plaintiff and other Class Members reasonable means to decline, permanently, participation in Defendants' collection of data from and about them;
  - vi. awarding Plaintiff and Class Members full restitution of all benefits wrongfully acquired by Defendants through the wrongful conduct alleged above; and
  - vii. ordering an accounting and constructive trust to be imposed on the data from and about Plaintiff and Class Members and on funds or other assets obtained by unlawful means as alleged above, to avoid dissipation, fraudulent transfers, and/or concealment of such assets by Defendants;
  - D. award damages, including statutory damages where applicable, to Plaintiff and Class Members in an amount to be determined at trial;
  - E. award restitution against Defendants for all money to which Plaintiff and the Class are entitled in equity;
  - F. restrain, by preliminary and permanent injunction, Defendants, its officers, agents, servants, employees, and attorneys, and those participating with them in active concert, from identifying Plaintiff and Class Members online, whether by personal or pseudonymous identifiers, and from monitoring, accessing, collecting, transmitting, and merging with data from other sources any information from or about Plaintiff and Class Members;
  - G. award Plaintiff and the Class their reasonable litigation expenses and attorneys' fees; pre- and post-judgment interest to the extent allowable; restitution; disgorgement and other equitable relief as the Court deems proper; compensatory damages sustained by Plaintiff and the Class; statutory damages, including punitive damages; and permanent injunctive relief prohibiting Defendant from engaging in the conduct and practices complained of herein; and
- for such other and further relief as this Court deems just and proper.

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Respectfully submitted,  
DATED: December 23, 2010

KAMBERLAW, LLC  
KAMBERLAW, LLP  
By:   
AVI KREITENBERG  
One of the Attorneys for Plaintiff,  
individually and on behalf of a class of  
similarly situated individuals

Scott A. Kamber  
skamber@kamberlaw.com  
David A. Stampley  
dstampley@kamberlaw.com  
KamberLaw, LLC  
100 Wall Street, 23rd Floor  
New York, New York 10005  
Telephone: (212) 920-3072  
Facsimile: (212) 920-3081  
  
Avi Kreitenberg (SBN 266571)  
akreitenberg@kamberlaw.com  
KamberLaw, LLP  
1180 South Beverly Drive, Suite 601  
Los Angeles, California 90035  
Telephone: (310) 400-1050  
Facsimile: (310) 400-1056  
Attorneys for Plaintiff


**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted,

DATED: December 23, 2010

KAMBERLAW, LLC  
KAMBERLAW, LLP

By:   
AVI KREITENBERG  
One of the Attorneys for Plaintiff,  
individually and on behalf of a class of  
similarly situated individuals

Scott A. Kamber  
skamber@kamberlaw.com  
David A. Stampley  
dstampley@kamberlaw.com  
KamberLaw, LLC  
100 Wall Street, 23rd Floor  
New York, New York 10005  
Telephone: (212) 920-3072  
Facsimile: (212) 920-3081

Avi Kreitenberg (SBN 266571)  
akreitenberg@kamberlaw.com  
KamberLaw, LLP  
1180 South Beverly Drive, Suite 601  
Los Angeles, California 90035  
Telephone: (310) 400-1050  
Facsimile: (310) 400-1056  
Attorneys for Plaintiff