
EXHIBIT A

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER:

111CV214522**PLEASE READ THIS ENTIRE FORM**

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint, Summons, an Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons and Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1loc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone -- see Local Civil Rule 8.

Your Case Management Judge is: Honorable Patricia Lucas Department: 2

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: MAY 15 2012 Time: 3:45 PM In Department: 2

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ In Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

copy

WASSERMAN, COMDEN & CASSELMAN, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

DE
FAXED

1 MELISSA MEEKER HARNETT (Bar No. 164309)
mharnett@wccelaw.com
2 JESSE B. LEVIN (Bar No. 268047)
jlevin@wccelaw.com
3 WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, L.L.P.
5567 Reseda Boulevard, Suite 330
4 Post Office Box 7033
Tarzana, California 91357-7033
5 Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 345-0162

6 Attorneys for Plaintiff Rodney Shively, and all
7 other similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

11 RODNEY SHIVELY, Individually and on
12 behalf of all others similarly situated;
13 Plaintiff,
14 vs.
15 CARRIER IQ, INC., a Corporation
16 headquarted in California; GOOGLE, INC., a
Corporation headquarted in California; and
DOES 1-50.,
17 Defendants.

CASE NO. 111CV214523
CLASS ACTION
DECLARATION OF PLAINTIFF
RODNEY SHIVELY PURSUANT TO
CIVIL CODE SECTION 1780(d)

ENDORSED
FILED

2011 DEC -7 P 3:49

David H. Yarnes, Clerk of the Superior Court
County of Santa Clara, California
Dr. _____
D.H. Yarnes

1011460.1

DECLARATION OF PLAINTIFF RODNEY SHIVELY PURSUANT TO CIVIL CODE SECTION 1780(d)

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DECLARATION OF RODNEY SHIVELY PURSUANT TO
CIVIL CODE SECTION 1780(d)

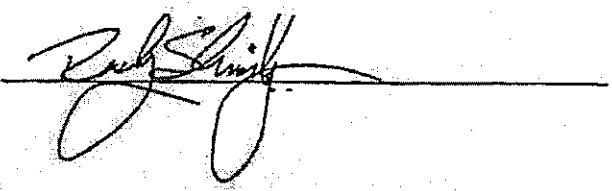
I, Rodney Shively, declare as follows:

1. I am a plaintiff in this action and a citizen of the state of California. The items set forth in this declaration are within my personal knowledge.

2. This case is properly filed in Santa Clara County under Civil Code Section 1780(d) because Defendants' principal places of business are located in Santa Clara County.

I declare under penalty of perjury that these items are true and correct to the best of my knowledge.

Dated: 12-7-11



WASSERMAN, COMDEN & CASSELMAN, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET / CIVIL DIVISION**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- < ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

- < Mediation is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.
 - < Mediation may be appropriate when:
 - < The parties want a non-adversary procedure
 - < The parties have a continuing business or personal relationship
 - < Communication problems are interfering with a resolution
 - < There is an emotional element involved
 - < The parties are interested in an injunction, consent decree, or other form of equitable relief
 - < Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.
- Neutral evaluation may be appropriate when:
- < The parties are far apart in their view of the law or value of the case
 - < The case involves a technical issue in which the evaluator has expertise
 - < Case planning assistance would be helpful and would save legal fees and costs
 - < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

< Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties, then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- < The action is for personal injury, property damage, or breach of contract
- < Only monetary damages are sought
- < Witness testimony, under oath, needs to be evaluated
- < An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

< Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- < The parties have complex facts to review
- < The case involves multiple parties and problems
- < The courthouse surroundings would be helpful to the settlement process

< Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

< Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:
Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2910

ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET/ CIVIL DIVISION

CV-5003 REV 8/08

received
12/20/11
by courier

SUM-100

AMENDED SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: CARRIER IQ, INC., a Corporation
(AVISO AL DEMANDADO): headquartered in California; and
GOOGLE, INC., a Corporation headquartered in
California, and DOBS 1-50, inclusive,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ENDORSED
2011 DEC -8 A 11:33
Used in presence of Court's Electronic Clerk
Court of Santa Clara, California
By: L. Talampas

COPY

YOU ARE BEING SUED BY PLAINTIFF: RODNEY SHIVELY,
(LO ESTÁ DEMANDANDO EL DEMANDANTE); individually and on
behalf of others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.
You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.
There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegerán. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de extensión de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.
Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA
191 N. First Street
San Jose, CA 95113

CASE NUMBER:
(Número del Caso):
1111CV214522

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MELISSA MEEKER HARNETT (Bar No. 16430) (818) 705-6800 (818) 705-8927
JESSE B. LEVIN (Bar No. 268047)
Wasserman, Comden, Casselman & Bergelson, LLP
5567 Reseda Boulevard, Suite 330, Chatsworth, California 91356
DATE: DEC - 8 2011 Clerk, by _____ Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): Carrier IQ, Inc. a Corporation
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.80 (authorized person)
 other (specify):
4. by personal delivery on (date):

FAXED

SUMMONS

Legal Solutions
Co. Plus

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
MELISSA MBEKER HARNETT (Bar No. 16430)
JESSE B. LEVIN (Bar No. 268047)
Wasserman, Comden, Casselman & Esensten, LLP
5567 Reseda Boulevard, Suite 330
Tarzana, California 91356
TELEPHONE NO.: (818) 705-6800 FAX NO.: (818) 705-8927

FOR COURT USE ONLY

ENDORSED
FILED

2011 DEC -7 P 3:49

David H. Yarnes, Clerk of the Superior Court
County of Santa Clara, California

ATTORNEY FOR (Name): Plaintiffs
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
STREET ADDRESS: 191 N. First Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Jose, CA 95113
BRANCH NAME: DOWNTOWN

CASE NAME: SHIVELY V. CARRIER IQ, INC.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$26,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 111CV214522
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): SEVEN (SEE ATTACHMENT A FOR CAUSES OF ACTION)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: DECEMBER 7, 2011
MELISSA MBEKER HARNETT (TYPE OR PRINT NAME) [Signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET
FAKED

Legal Solutions Plus

SHORT TITLE: SHIVELY V. CARRIER IQ, INC.

CASE NUMBER:

ATTACHMENT (Number): _____

(This Attachment may be used with any Judicial Council form.)

CAUSES OF ACTION

1. VIOLATION OF CALIFORNIA CONSUMER PROTECTIONS AGAINST COMPUTER SPYWARE ACT
2. VIOLATION OF ARTICLE 1, SECTION 1 OF THE CALIFORNIA CONSTITUTION (INVASION OF PRIVACY)
3. VIOLATION OF CALIFORNIA PENAL CODE SECTIONS 631 AND 637.2
4. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL") (Fraudulent and Deceptive Practices)
5. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Unlawful Practices)
6. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Unfair Practices)
7. RESTITUTION OF UNJUST ENRICHMENT

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)

ORIGINAL

WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

DELETED

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mharnett@wccelaw.com

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5567 Reseda Boulevard, Suite 330

4 Post Office Box 7033

Tarzana, California 91357-7033

5 Telephone: (818) 705-6800 • Fax: (818) 996-8266

6 Attorneys for Plaintiff RODNEY SHIVELY,
7 individually and on behalf of others similarly
8 situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SANTA CLARA

11 RODNEY SHIVELY, individually and on
12 behalf of others similarly situated,

13 Plaintiff,

14 vs.

15 CARRIER IQ, INC. a Corporation
16 headquartered in California, and GOOGLE,
17 INC., a Corporation headquartered in
18 California, and DOES 1-50, inclusive,

19 Defendants.

CASE NO. 111CV214522

CLASS ACTION

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF FOR:

1) VIOLATION OF THE CALIFORNIA
CONSUMER PROTECTION AGAINST
SPYWARE ACT;

2) VIOLATION OF ARTICLE 1,
SECTION 1 OF THE CALIFORNIA
CONSTITUTION (PRIVACY);

3) VIOLATION OF CALIFORNIA PENAL
CODE SECTIONS 631 AND 637.2

4) VIOLATION OF STATUTORY
UNFAIR COMPETITION (BUS. & PROF.
CODE § 17200 et seq.);

5) RESTITUTION OF UNJUST
ENRICHMENT;

6) CONSUMERS LEGAL REMEDIES
ACT

JURY TRIAL DEMANDED

T. M. ...
FILED Santa Clara Co
12/07/11 3:49pm
David H. Yamasaki
Chief Executive Officer
By: Imai DTSCIVO10117
R#201100130387
\$395.00
\$395.00
Case: 1-11-CV-214522

1 Plaintiff RODNEY SHIVELY on his own behalf and all others similarly situated brings
2 this class action against Defendants CARRIER IQ, INC., GOOGLE, INC. and DOES 1-50,
3 inclusive, as follows:

4 **I. NATURE OF THE ACTION**

5 1. Defendants have and continue to be engaged in a course of business of developing,
6 selling and distributing software known as "Carrier IQ" (the "PRODUCT"). The PRODUCT
7 secretly tracks, records and distributes a smartphone customers' private information from his or
8 her smartphone, including without limitation, location data, keystrokes, contacts, passwords, and
9 private communications in violation of the law and in disregard for the consequences that could be
10 caused by such violation. Specifically, the smartphones affected include all models of
11 smartphones with DEFENDANT GOOGLE's Android operating system ("Android") installed.

12 2. Defendants' PRODUCT is installed *as an integral part* of Android, and is currently
13 used by tens of thousands of smartphone users throughout California. Upon information and
14 belief, DEFENDANT GOOGLE contracted with DEFENDANT CARRIER IQ to co-develop the
15 software integration of the PRODUCT into the Android operating system, which was
16 subsequently installed on smartphones with the intent that the smartphone would be sold to the
17 general public. The ostensible purpose of the PRODUCT is to monitor user activity and report the
18 data to third parties; however, the PRODUCT goes too far in eavesdropping on consumer activity.
19 Defendants' PRODUCT actively collects, records and transmits personal data and
20 communications of putative class members without their consent or agreement in violation of
21 California's privacy and consumer protection laws.

22 3. Plaintiff currently owns an HTC Evo 4G with Android and the PRODUCT
23 installed. Attached hereto as Exhibit 1 is a true and correct photograph¹ of Plaintiff's phone open
24 to an application which detects the presence of Carrier IQ.

25 4. After hearing reports of privacy concerns with Android phones, Plaintiff considered
26

27 ¹ The photograph has been slightly redacted to remove Plaintiff's private information logged by
28 the PRODUCT.

1 trying to uninstall the PRODUCT using instructions and applications provided in Defendant
2 Google's Android App Store, so that he could continue to use his phone and still maintain his
3 privacy with respect to any future personal data and communications entered on the phone.
4 However, instructions and applications available indicated that disabling the PRODUCT would
5 render his phone unusable. Upon information and belief, all currently known methods of
6 disabling the PRODUCT will render Google Android smartphones unusable, constituting both a
7 financial loss and property damage to Plaintiff. Indeed, this fact indicates how deeply the
8 PRODUCT is integrated within the Android operating system. Defendants have left Plaintiff and
9 the putative class with the choice of either having their every private use of the phone recorded
10 and transmitted to various companies or suffering the economic and property loss of owning a
11 phone that no longer works. Among other things, Defendants' conduct has caused a monetary loss
12 to Plaintiff, as he now owns a phone that he no longer can fully use under the privacy protections
13 every California citizen enjoys.

14 5. Defendants' conduct violates Article 1, Section 1 of the California Constitution; the
15 California Consumer Protection Against Spyware act; California Penal Code §§ 631 and 637.2
16 and California Business & Professions Code §§ 17200 et seq. ("UCL").

17 II. PARTIES

18 6. Individual and representative plaintiff RODNEY SHIVELY is a resident of the
19 County of Los Angeles, State of California.

20 7. Defendant CARRIER IQ, INC. is incorporated in the State of Delaware, with its
21 principle place of business in Mountain View, in the County of Santa Clara, State of California.

22 8. Defendant GOOGLE, INC. is incorporated in the State of Delaware, with its
23 principle place of business in Mountain View, in the County of Santa Clara, State of California.

24 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
25 associate, or otherwise, of the defendants named herein as DOES 1 through 50, inclusive, or any
26 of them and therefore sues said defendants, and each of them, by such fictitious names. Plaintiff is
27 informed and believes and thereon alleges that each of the fictitiously named defendants is
28 responsible in some form or manner for the acts, events, occurrences or failures to act herein

1 alleged and are liable to Plaintiff in connection therewith. Plaintiff will amend this complaint to
2 set forth the true names and capacities of the defendants herein designated as DOES when they
3 have been ascertained.

4 10. Plaintiff is informed and believes and thereon alleges that each defendant was and
5 is, an agent, servant, employee, partner and/or joint venturer of each of the remaining Defendants
6 and in doing the things herein alleged, each was acting within the course and scope of such
7 agency, employment, partnership, and/or joint venture and with the knowledge, authority,
8 permission and consent of the other respondents. Defendant and DOES 1 through 50, inclusive,
9 are hereinafter collectively referred to as "Defendants" except when otherwise specified by name.

10 **III. JURISDICTION AND VENUE**

11 11. This Court has subject matter jurisdiction over this Class and the representative
12 action pursuant to the UCL; Code of Civil Procedure § 382, and other provisions of the California
13 Codes. Defendants CARRIER IQ, INC.'s and GOOGLE, INC.'S its principle places of business
14 are in the County of Santa Clara, State of California.

15 12. Venue is proper in this Court pursuant to California Code of Civil Procedure §
16 395(a), because the Defendants, or some of them, have their principal place of business in Santa
17 Clara County. Venue also lies in this District under California Business and Professions Code §
18 17203, which empowers "any court of competent jurisdiction" to enter orders or judgments "as
19 may be necessary to prevent the use or employment by any person of any practice which
20 constitutes unfair competition."

21 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 13. Defendant's pattern of behavior violates the California Consumer Protection laws
23 as set forth herein, as well as the following California statutes and regulations:

- 24 a. Article 1, Section 1 of the California Constitution;
- 25 b. the California Consumer Protection Against Spyware act, Business &
26 Professions Code §§ 22947, et.seq.; and
- 27 c. California Penal Code §§ 631 and 637.2.

28 14. Under California Business and Professions Code § 17200 et seq. (predicated on

1 violation of the state laws listed above), plaintiff brings this consumer protection action
2 individually and on behalf of the California general public to enjoin and compensate the victims of
3 Defendants' predatory actions.

4 15. Jointly and severally from the Defendants, this complaint seeks restitution of their
5 ill-gotten gains, injunctive relief, costs, and attorneys' fees.

6 16. Within the four years preceding the filing of this Complaint, Plaintiff has purchased
7 smartphones with the PRODUCT installed and on his behalf on numerous occasions, in the
8 County of Los Angeles, State of California.

9 17. Plaintiff is entitled to an award of attorneys fees and costs in litigating this action
10 because:

11 a. A successful outcome in this action will result in the enforcement of
12 important rights affecting the public interest by maintaining the integrity of telecommunication
13 services in California;

14 b. This complaint will result in a significant benefit to the general public in
15 California or a large class of persons by compensating and/or restoring to consumers for their loss
16 resulting from ownership of merchandise with an operating system the consumers thought they
17 were purchasing but were not;

18 c. The necessity and financial burden of private enforcement of these
19 important public rights are such as to make an award of attorneys' fees appropriate; and

20 d. Unless the attorneys' fees and costs are awarded against Defendant,
21 consumers will not recover the full measure of their damages.

22 **V. CLASS ACTION ALLEGATIONS**

23 18. Plaintiff brings this lawsuit on behalf of himself and all other similarly situated
24 members of the general public. The Class the Plaintiff seeks to represent is composed of the
25 following members of the general public of the State of California:

26 "All California residents who, within the four years prior to the filing of this
27 action through to the present (the "Class Period"), purchased a smartphone
28 installed with and running the Android Operating System."

1 19. Plaintiff seeks certification of a California Class. The Class is believed to comprise
2 tens of thousands of members of the general public in the state of California, the joinder of whom
3 is impracticable, and the disposition of whose claims in a class action will provide substantial
4 benefit both to the parties and the court system. A well-defined commonality of interest in the
5 questions of law and fact involved affects all parties represented. Common questions of law and
6 fact predominate over the questions that may affect individual Class Members, including but not
7 limited to the following:

8 a. Whether Defendants owed a duty to the Class to give notice of the existence
9 and operation of Defendant's software on Plaintiff's smartphone and whether Defendants
10 breached such duty;

11 b. Whether Defendants owed a duty to the Class to obtain authorization from
12 consumer users of Defendant's software in order to permit operation of Defendants' PRODUCT
13 and/or the operating system integrating the Product, for the purposes of eavesdropping on data and
14 communications, and transmitting and/or storing such information, and whether Defendants
15 breached such duty;

16 c. Whether Defendants' conduct violated the California Consumer Protection
17 Against Computer Spyware Act;

18 d. Whether Defendants' conduct was an invasion of privacy in violation of
19 Article I, Section 1 of the California Constitution;

20 e. Whether Defendants' conduct violated California Penal Code §§ 631 and
21 637.2;

22 f. Whether Defendants' conduct violated the California Consumer Protection
23 statutes of the Business & Professions Code Sec. 17200, et sec. ("UCL") and the California
24 Consumer Legal Remedies Act, Civil Code Sec. 1750, et seq. ("CLRA");

25 g. What declaratory and injunctive relief may the Plaintiff and the other Class
26 Members obtain against the Defendants; and

27 h. Whether Plaintiff and the other Class Members are entitled to attorneys' fees
28 and costs.

1 27. Defendants are not authorized users of Plaintiff's smartphone, as defined in Section
2 22947.1. On information and belief Defendants are using the PRODUCT in a manner in excess of
3 or in a manner unauthorized under Section 22947.3(d).

4 28. Defendants knew, consciously avoided actual knowledge, or willfully caused their
5 software to be copied onto the smartphones of consumers in the State of California, including
6 Plaintiff and putative Class members.

7 29. On information and belief, defendants used the PRODUCT, and the operating
8 system packaged with the Product, to collect, through intentionally deceptive means, personally
9 identifiable information, including, but not limited to:

10 a. through the use of a keystroke-logging function that records all keystroke made by
11 an authorized user who uses the computer and transfers that information from the
12 computer to another person;

13 b. all or substantially all of the Web sites visited by the consumer, other than Websites
14 of the provider of the software.

15 30. Defendants installed the PRODUCT and the operating system containing the
16 PRODUCT in a manner which was designed to, and did, conceal from consumers the fact that the
17 software was installed on the device purchased and used by the Consumers. Defendants on
18 information and belief accessed or used consumer's Internet service for the purpose of causing an
19 authorized user, namely the Plaintiff and putative class, financial charges for bandwidth and
20 related data services not authorized by such consumers. The Carrier IQ Software technology and
21 its hidden nature prevented, without the authorization of an authorized user, through intentionally
22 deceptive means, an authorized user's reasonable efforts to disable such software.

23 31. Defendants' conduct violated the CPACSA, causing damage to Plaintiff and the
24 putative class, including but not limited to causing them to incur loss of use of their smartphone
25 and charges from any attempt to uninstall the PRODUCT.

26 32. Plaintiff seeks an award of statutory damages and any actual damages, court costs,
27 attorney's fees, and any other relief the Court deems proper, for Defendants' violation of the
28 CPACSA.

1 33. As a result of Defendants' violations of the CPACSA, Plaintiff and the putative
2 class has suffered and are suffering irreparable injury. Unless restrained by this court, such injuries
3 will continue to be inflicted. Plaintiff seeks injunctive relief as set forth herein.

4 **SECOND CAUSE OF ACTION**

5 **For Violation of Article 1, Section 1 of the California Constitution**

6 **(Invasion of Privacy)**

7 **(Asserted by Plaintiff against all Defendants)**

8 34. Plaintiff incorporates by reference all the above allegations as if fully set forth
9 herein.

10 35. Defendants have knowingly, recklessly or negligently disclosed, exploited,
11 misappropriated and/or engaged in widespread commercial usage of private and sensitive
12 information concerning Plaintiff and the putative Class members for defendants' own benefit,
13 without the informed consent of Plaintiff and the Class members. Defendants stockpiled private
14 and sensitive information of Plaintiff and the putative Class, sufficient to paint a highly intrusive
15 profile of such individuals. Such conduct constitutes a highly offensive and dangerous invasion of
16 Plaintiff's and putative Class members' privacy in violation of the California Constitution.

17 36. As Plaintiff and the putative Class members did not provide informed consent so as
18 to voluntarily disclose their personal and private information to Defendants and/or third parties,
19 such information was misappropriated by Defendants. Plaintiff and putative Class members
20 without informed consent suffered the usurpation of protected information that was covertly
21 monitored and disclosed to third parties for defendants' commercial gain.

22 37. As a result thereof, Plaintiff and the putative Class members have been damaged by
23 an amount according to proof at the time of trial and/or have been irreparably harmed by such
24 conduct.

25 **THIRD CAUSE OF ACTION**

26 **For Violation of California Penal Code Sections 631 and 637.2**

27 **(Asserted by Plaintiff against all Defendants)**

28 38. Plaintiff incorporates by reference all the above allegations as if fully set forth

1 herein.

2 39. In violation of California Penal Code §631, defendants, without the willful consent
3 of Plaintiff and the Class members, made an unauthorized connection to Plaintiff's and the
4 putative Class members' devices over the Internet in this State.

5 40. In violation of California Penal Code §631, Defendants, without having obtained
6 the informed consent of the Plaintiff and putative Class members, attempted to use and did use and
7 communicate, and did aid, agree and conspire to use, the information wrongfully obtained in
8 violation of §631. Pursuant to California Penal Code §637.2(c), which specifically states that
9 actual damages or the threat of actual damages is not necessary to recover under this section,
10 Plaintiff and each putative Class member is entitled to \$5,000 or three times the actual damages
11 sustained, whichever is greater.

12 41. Pursuant to California Penal Code §637.2(b), Plaintiff and the putative Class
13 members also request defendants' conduct alleged herein to be enjoined and restrained.

14 **FOURTH CAUSE OF ACTION**

15 **For Violation of California's Unfair Competition Law ("UCL")**

16 **(California Business & Professions Code §17200 et seq.)**

17 **(Fraudulent and Deceptive Practices)**

18 **(Asserted by Plaintiff against all Defendants)**

19 42. Plaintiff incorporates by reference all the above allegations as if fully set forth
20 herein.

21 43. Beginning at an exact date unknown to Plaintiff, Defendants have violated the
22 fraudulent/ deceptive prong of the UCL by the conduct described above.

23 44. Defendants' fraudulent and deceptive practices described above present a
24 continuing threat to the plaintiff and members of the public in that Defendants persist and continue
25 to engage in these practices and will not cease doing so unless and until this Court issues an
26 injunction.

27 45. Plaintiff is informed and believes that, as a result of the Defendants' fraudulent and
28 deceptive practices, the Defendants have received and continue to financially benefit, and/or

1 collect and hold revenues flowing from their customers use and/or purchase of the PRODUCT as
2 included in the operating system containing the Product on their devices. The Defendants have
3 failed to refund any of these revenues to customers.

4 46. Therefore, pursuant to Business and Professions Code section 17203, Plaintiff
5 seeks an order of this Court permanently enjoining Defendants from engaging in the unfair
6 conduct as alleged herein, make full restitution of all monies wrongfully obtained, disgorge all ill-
7 gotten revenues and/or profits, recall all devices with the operating system that contains the
8 PRODUCT, and to stop collecting, transmitting, storing private information and/or invading
9 privacy rights of consumers.

10 **FIFTH CAUSE OF ACTION**

11 **For Violation of California's 'UCL**

12 **(Business & Professions Code §17200 et seq.)**

13 **(Unlawful Practices)**

14 **(Asserted by Plaintiff against all Defendants)**

15 47. Plaintiff incorporates by reference all the above allegations as if fully set forth
16 herein.

17 48. Defendants violated the unlawful prong of the UCL by violating Article 1, Section
18 1 of the California Constitution; the California Consumer Protection Against Spyware act; the
19 Consumer Legal Remedies Act, and California Penal Code §§ 631 and 637.2.

20 49. Plaintiff, has suffered harm as a result of Defendants' violations of the unlawful
21 prong of the UCL because he has paid monies for a device sold with the PRODUCT and the
22 operating system providing the PRODUCT, that he otherwise would not have purchased or paid as
23 much. He is unable to uninstall the PRODUCT from his device causing his device to become
24 inoperable and/or *de facto* unusable by virtue of its continued violation of laws as set forth herein.

25 50. The Defendants' unlawful practices described above present a continuing threat to
26 the plaintiff and members of the California public in that Defendants persist and continue to
27 engage in these practices, have not abandoned or censored the continuing violative operations
28 described herein, and will not cease doing so unless and until this Court shall issue an injunction.

1 practices and will not cease doing so unless and until this Court shall issue an injunction.

2 56. As a direct result of the Defendants' unfair practices, the Defendants have received
3 and continue to collect and hold revenues which properly belong to consumers who purchased
4 devices with the PRODUCT installed, and they are entitled to and should receive restitution of all
5 such monies jointly and severally from all Defendants. Defendants have failed to refund any of
6 these revenues to Plaintiff and putative class members.

7 57. Therefore, pursuant to Business and Professions Code section 17203 et seq.,
8 Plaintiff seeks an order of this Court permanently enjoining Defendants from engaging in the
9 unfair conduct as alleged herein, make full restitution of all monies wrongfully obtained, disgorge
10 all ill-gotten revenues and/or profits, recall all devices with the operating system that contains the
11 PRODUCT, and to stop collecting, transmitting, storing private information and/or invading
12 privacy rights of consumers.

13 **SEVENTH CAUSE OF ACTION**

14 **Restitution of Unjust Enrichment**

15 **(Asserted by Plaintiff against all Defendants)**

16 58. Plaintiff incorporates by reference all the above allegations as if fully set forth
17 herein.

18 59. This cause of action is being asserted on behalf of Plaintiff and the putative Class
19 members who purchased devices with the operating system containing the PRODUCT and
20 PRODUCT installed within the applicable statute of limitations period.

21 60. Defendants have benefited and have been unjustly enriched by the above-alleged
22 conduct.

23 61. Defendants have knowledge of this benefit, and have voluntarily accepted and
24 retained this benefit.

25 62. The circumstances as described herein are such that it would be inequitable for
26 Defendants to retain these ill-gotten benefits without paying the value thereof to Plaintiff and the
27 putative Class members.

28 63. Plaintiff and the putative Class members are entitled to the amount of Defendants'

1 ill-gotten gains, including interest, resulting from their unlawful, unjust and inequitable conduct as
2 described above.

3 **EIGHTH CAUSE OF ACTION**

4 **Violation of the Consumer Legal Remedies Act**

5 **(Asserted by Plaintiff against all Defendants, on behalf of a subclass, and at this time solely**
6 **for injunctive relief as explained below)**

7 64. Plaintiff incorporates by reference all the above allegations as if fully set forth
8 herein.

9 65. Plaintiff asserts this cause of action on behalf of members of a putative sub-class,
10 limited to only those individuals who within three years of the filing of this complaint purchased
11 for for personal, family or household purposes a device containing the operating system with the
12 PRODUCT. Plaintiff is a member of the putative sub-class in that he purchased and used for
13 personal purposes a device containing the operating system with the PRODUCT. members who
14 purchased the Product within three (3) years of the commencement of this action.

15 66. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact and
16 has lost money or property as a result of Defendants' actions as set forth herein and above. He
17 purchased a device with the operating system containing the PRODUCT without having been
18 informed as to the illegal operations of the software in the device and/or that use of the software
19 would permit, and did cause, private and/or personal information to be transmitted to third parties.

20 67. Defendants have represented, and/or by virtue of material omissions implicitly
21 represented, that the software has characteristics, uses, benefits, or qualities that it does not have,
22 in violation of Civil Code §1770(a)(5). Defendants have also represented that the software has a
23 particular standard or quality that it does not have in violation of Civil Code §1770(a)(7).

24 68. Defendants have represented, and/or by virtue of material omissions implicitly
25 represented, that a transaction confers or involves rights, remedies or obligations which it does not
26 have or involve, in violation of Civil Code §1770(a)(14).

27 69. Defendants have represented, and/or by virtue of material omissions implicitly
28 represented, that a transaction confers or involves rights, remedies or obligations which are

1 prohibited by law, in violation of Civil Code §1770(a)(14).

2 70. Defendants' practices, acts and course of conduct as described above, are likely to
3 mislead a reasonable consumer acting reasonably under the circumstances to his or her detriment.
4 Like the putative Class, Plaintiff would not have purchased the device with the software if the
5 truth and all facts concerning the software had been disclosed to him.

6 71. Plaintiff and members of the Class have each been directly and proximately injured
7 by the conduct of Defendants, and such injury includes payment for a device with the PRODUCT
8 and for use of the device with the operating system containing the PRODUCT so as to enable the
9 wrongful activities described herein to occur.

10 72. Plaintiff has filed concurrently herewith the declaration of venue required by Civil
11 Code Section 1780(d).

12 73. Defendants' wrongful business practices constituted, and constitute, a continuing
13 course of conduct in violation of the California Consumer Legal Remedies Act since the wrongful
14 conduct described herein continues to occur and Plaintiff and the putative sub-class continue to
15 suffer harm.

16 74. In accordance with California Civil Code § 1780 (a), Plaintiff and the members of
17 the sub-Class currently seek only injunctive relief as to Defendants' violation of the CLRA,
18 described as: an order of this Court permanently enjoining Defendants from engaging in the
19 unfair conduct as alleged herein, recall all devices with the operating system that contains the
20 PRODUCT, and to stop collecting, transmitting, storing private information and/or invading
21 privacy rights of consumers.

22 75. *Notice Pursuant to Civil Code § 1782.* As a direct and proximate result of
23 Defendants' violations of law, Plaintiff and the Class have been injured. Pursuant to the
24 provisions of California Civil Code § 1782, Plaintiff demands that within thirty (30) days from
25 service of this Complaint, Defendants adequately correct, repair, replace or otherwise rectify the
26 deceptive practices described in this Complaint for the Class, pursuant to California Civil Code §
27 1770. This includes providing notice and full compensation to consumers who have purchased the
28 product within the sub-class period, as well as ceasing the conduct described herein. If

1 Defendants fail to do so, Plaintiff will amend this Complaint to seek damages pursuant to Civil
2 Code § 1782. Contemporaneously with the filing of this complaint, a certified letter has been sent
3 to Defendants and each of them in compliance with the CLRA, and Plaintiff reserves the right to
4 amend this complaint as permitted by the CLRA to seek relief in addition to the injunctive relief
5 which now is the sole relief sought pursuant to the CLRA.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

8 FOR THE FIRST, SECOND, THIRD CAUSES OF ACTION:

- 9 1. An award of general damages according to proof;
10 2. An award of special damages according to proof.

11 FOR ALL CAUSES OF ACTION, OTHER THAN THE EIGHTH CAUSE OF ACTION:

- 12 3. An Order certifying the Class and any appropriate sub-class thereof, and appointing
13 Plaintiff and his attorneys to represent the Class;
14 4. An award of restitution in an amount according to proof;
15 5. Disgorgement in an amount according to proof;
16 6. For a temporary, preliminary and permanent injunction enjoining the Defendant,
17 and each of them, from engaging in the acts of unfair competition alleged above and compelling
18 Defendants, jointly and severally, to remove the PRODUCT from the Class' smartphones via
19 software update, and all versions of Android on shelves and the distribution chain and restore to
20 the Plaintiff and the members of the class all general funds acquired by the means of any practice
21 found by this Court to be unlawful or constitute unfair competition.
22 7. For a reasonable fee to Plaintiff for his services in bringing this action on behalf of
23 the general public;
24 8. For reasonable attorneys' fees; and for costs of suit,
25 9. For such further relief as the Court may order.

26 FOR THE EIGHTH CAUSE OF ACTION:

- 27 10. An Order certifying the Class and any appropriate sub-class thereof, and appointing
28 Plaintiff and his attorneys to represent the Class;

WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7038
TARZANA, CALIFORNIA 91357-7038

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11. For a temporary, preliminary and permanent injunction enjoining the Defendant, and each of them, from engaging in the acts of alleged above, recall all devices with the operating system that contains the PRODUCT, and to stop collecting, transmitting, storing private information and/or invading privacy rights of consumers.


12. For a reasonable fee to Plaintiff for his services in bringing this action on behalf of the general public;

13. For reasonable attorneys' fees; and

14. For costs of suit, and for such further relief as the Court may order.

DATED: December 7, 2011

WASSERMAN, COMDEN,
CASSELMAN & ESENSTEN, L.L.P.

By: 
MELISSA MEEKER HARNETT
Attorneys for Plaintiff RODNEY SHIVELY,
individually and on behalf of others similarly situated

JURY DEMAND

1. Plaintiff hereby demands a trial by jury of their claims against Defendants.

DATED: December 7, 2011

WASSERMAN, COMDEN,
CASSELMAN & ESENSTEN, L.L.P.


By: 
MELISSA MEEKER HARNETT
Attorneys for Plaintiff RODNEY SHIVELY,
individually and on behalf of others similarly situated

EXHIBIT "1"

Linux kernel drivers

c03b6090 r __param_sat_ciq_info
c04b8f98 r __param_ciq_info

Running processes

[REDACTED]

Packages

[REDACTED]

Android logcat debugging log

[REDACTED]



MENU

