1 2	MARC M. SELTZER (54534) mseltzer@susmangodfrey.com STEVEN G. SKLAVER (237612) sklaver@susmangodfrey.com SUSMAN GODFREY L.L.P. 1901 Avenue of the Stars, Suite 950 Los Angeles, California 90067-6029 [Tel.] (310) 789-3100 [Fax] (310) 789-3150		
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6	Attorney for Plaintiff Aman Abye		
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9	UNITED STATE	S DISTRICT COURT	
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11	NORTHERN DISTR	RICT OF CALIFORNIA	
12	SAN JOS	E DIVISION	
13			
14	AMAN ABYE, on behalf of himself and all	Case No: 5-16-cv-7354	
15	others similarly situated,	CLASS ACTION	
16	Plaintiff,	COMPLAINT FOR DAMAGES AND	
17	vs. YAHOO! INC.	DECLARATORY RELIEF	
18	Defendant.		
19	Derendant.		
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	4689462v1/015461 COMPLAINT FOR DAMAGE	S AND DECLARATORY RELIEF	
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Plaintiff, by and through his attorneys, complains and alleges as follows:

INTRODUCTION

Yahoo! Inc. ("Yahoo") is a multinational technology company that operates a
 search engine and web portal, along with a host of related services including Yahoo! News,
 Yahoo! Finance, Yahoo! Mail, and more. It is the world's highest-read news and multimedia
 website and the fifth most visited website globally, with over 1 billion total users and hundreds of
 millions of monthly users.

8 2. On December 14, 2016, Yahoo announced that a 2013 data breach had 9 compromised the account information of over 1 billion users ("2013 Breach"). The breach 10 included MD5-hashed (i.e., weakly) encrypted passwords; sensitive user information such as 11 names, telephone numbers, and dates of birth; and encrypted and unencrypted answers to security 12 questions that could be used to compromise other accounts.

3. This breach was the result of substandard data security practices that, by 2013,
were well known in the technology field to leave Yahoo particularly vulnerable to intrusion.

4. The December 2016 announcement followed shortly on the heels of a September
2016 announcement that at least 500 million user accounts had been compromised in a separate
2014 data breach, which is already the subject of litigation in this District.

This is a class action brought on behalf of a nationwide Class of Yahoo account
owners—described herein as "users"—for breach of express and implied warranties of contract,
breach of the implied covenant of good faith and fair dealing, and violation of California unfair
competition, consumer protection, and data privacy laws. All allegations herein are based on
information and belief except for those relating to Plaintiff and his own actions.

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Plaintiff seeks damages stemming from at least the following:

a. Loss of value of personally identifiable information;

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- b. Consequential out-of-pocket expenses;
- c. Benefit of the bargain loss; and
- d. Punitive damages.

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6.

1	JURISDICTION AND VENUE		
2	7. Plaintiff brings this class action on behalf of all United States Yahoo users whose		
3	accounts were affected. As less than one third of the members of the proposed class are likely to		
4	reside in California, this Court has subject matter jurisdiction over these claims pursuant to 28		
5	U.S.C. § 1332(d).		
6	8. Venue is proper pursuant to 28 U.S.C. § 1391(b).		
7	9. Class members were injured in this District and Yahoo is headquartered in this		
8	District.		
9	PARTIES		
10	10. Plaintiff Aman Abye is a California resident who, like other members of the class,		
11	received an email on December 14, 2016, notifying him that his personal information had been		
12	compromised.		
13	11. Defendant Yahoo! Inc. is a Delaware Limited Liability Company and has its		
14	headquarters and principal place of business at 701 First Avenue, Sunnyvale, CA.		
15	FACTUAL ALLEGATIONS		
16	A. Yahoo's Business		
17	12. Yahoo describes itself as "a guide to digital information discovery, focused on		
18	informing, connecting, and entertaining through its search, communications, and digital content		
19	products," and claims more than 500 million monthly users.		
20	13. Yahoo's business consists of three user-oriented areas: search, communications,		
21	and digital content. In October 2016, Yahoo Search handled 11.7% of all U.S. search queries, or		
22	1.78 billion search queries. Yahoo Mail is the second-most popular email service based on		
23	website visits and has 81 million U.S. users, and Yahoo Mail generates significant revenue for		
24	Yahoo. Yahoo's messaging and social media platforms contribute significantly to revenue as		
25	well. Yahoo's digital content includes News, Sports, Finance, Lifestyle, and more. These areas		
26	combine to make Yahoo sites cumulatively the fifth most visited on the web.		
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	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF		
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1 14. Yahoo derives virtually the entirety of its revenue from advertising through search, 2 display, and native advertising, including mobile advertising. Critical to Yahoo's appeal to 3 advertisers is their ability to target advertisements based upon personal information. Yahoo 4 prominently features this ability to collect personal information, target specific demographics, and 5 track users' browsing and offline habits in its pitch to advertisers.

6

B.

Yahoo's Data Security Practices

7 15. Yahoo's overall security has long been known as unusually lax among its Internet 8 competitors. Yahoo did not hire a dedicated chief information security officer until 2014, four 9 years after a major breach across technology companies had prompted competitors such as 10 Google to rapidly improve their information security, and one year after information leaked by 11 Edward Snowden identified Yahoo as a frequent target of foreign hackers due to its vulnerability. 12 Within Yahoo, security concerns were repeatedly dismissed out of concern for cost and user 13 convenience. For example, while Google began in 2010 to pay hackers "bug bounties" to identify 14 security flaws in its services, Yahoo did not follow suit until 2013, after large-scale breaches were 15 made public in 2012 and 2013. See generally Nicole Perlroth & Vindu Goel, "Defending Against 16 Hackers Took a Back Seat at Yahoo, Insiders Say," N.Y. TIMES, Sept. 29, 2016, at B1.

17 16. Despite numerous past breaches, it was not until this year's set of massive data
18 breaches were announced that Yahoo took the simplest and most obvious step of requiring all
19 users to reset their passwords. Yahoo's reticence in disclosing and reacting to data breaches
20 undoubtedly compounded the harm caused by the data breach underlying this litigation.

17. Yahoo's password security, as of the 2013 Breach, was based upon the Message
Digest algorithm 5 ("MD5") hash method. An MD5 hash turns any combination of characters
into a theoretically unique hash of characters that cannot be reverse-engineered. However, any
given combination of characters will always return the same hash; for example, "password" will
always return a hash of "cc3a0280e4fc1415930899896574e118," so that if a hacker finds that
hash he or she can deduce that the user's password is "password."

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1 18. Long before the 2013 Breach, this method was widely used in cryptographic 2 security, because a hacker would have to guess the precise password ex ante and compare the 3 hash values. However, as computer processing became ever cheaper and more powerful long 4 before the 2013 Breach, breaking hashes through brute force computing became ever more 5 feasible. At the time of the 2013 Breach, the MD5 hash technique used by Yahoo was widely 6 known to be a wholly inadequate method of password security. In fact, at the time, there were 7 tables freely available online that contain vast numbers of hash values corresponding to the most 8 common passwords.

9 19. In addition, flaws in the hashing algorithm itself started to become apparent in 1996, such that two different inputs could "collide" and generate the same hash. By 2004 10 11 researchers demonstrated that a hacker could use a "collision attack" based upon these flaws to 12 spoof a security certificate and cause a user to provide information to a malicious website. This 13 vulnerability caused Carnegie Mellon University's Software Engineering Institute's CERT 14 division, which is sponsored by the Department of Homeland Security, to warn that "[s]oftware 15 developers, Certification Authorities, website owners, and users should avoid using the MD5 16 algorithm in any capacity," declaring the MD5 algorithm "cryptographically broken and 17 unsuitable for further use."

While Yahoo realized internally the need to move away from the MD5 method at
the time of the 2013 Breach, and had started on plans for doing so, it was far too late in making
these plans and was still using this inadequate method at the time of the 2013 Breach. Moreover,
Brian Krebs, a leading data security researcher discussing the 2013 Breach, concluded that "even
by 2013 anyone with half a clue in securing passwords already long ago knew that storing
passwords in MD5 format was no longer acceptable and [an] altogether braindead idea."

24 21. As a result of Yahoo's outdated password encryption technology, hackers who
25 have acquired MD5-hashed passwords can easily reverse-engineer a vast number of users'
26 passwords and gain access to their accounts.

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C.

The 2013 Breach

2 22. On December 14, 2016, Yahoo disclosed that over one billion user accounts had 3 been compromised. It stated that "the stolen user account information may have included names, 4 email addresses, telephone numbers, dates of birth, hashed passwords (using MD5) and, in some 5 cases, encrypted or unencrypted security questions and answers."

6 23. Yahoo has not yet been able to identify how the 2013 Breach occurred, though it
7 believes the same eastern European hackers responsible for a later 2014 data breach may have
8 been involved.

9 24. While the mechanisms of the 2013 breach are unclear, the potential consequences 10 are immense. As early as 2015 security researchers had found hackers on the "dark web" offering 11 to sell information on 1 billion Yahoo users. These researchers had attempted through an 12 intermediary to inform Yahoo, but were dismissed. Accordingly, despite the availability of user 13 data for sale, Yahoo has professed ignorance of the breach until it was informed by government 14 agencies.

15

D. Yahoo's Violation of Its Terms of Service

16 25. Upon information and belief, every user who creates a Yahoo account must agree,
17 at the time, to Yahoo's terms of service. Accordingly, every user whose account information was
18 disclosed in the 2013 breach would already have entered into the Terms of Service with Yahoo.

19 26. Yahoo's Terms of Service incorporate by reference its Privacy Policy, which20 states, inter alia:

a. "We are committed to ensuring your information is protected and apply
safeguards in accordance with applicable law."

b. "Yahoo does not rent, sell, or share personal information about you with
other people or non-affiliated companies except to provide products or services you've requested,
when we have your permission, or under [certain inapplicable circumstances]."

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- c. "We limit access to personal information about you to employees who we
 believe reasonably need to come into contact with that information to provide products or
 services to you or in order to do their jobs."
- d. "We have physical, electronic, and procedural safeguards that comply with
 federal regulations to protect personal information about you."
- 6 27. Contrary to Yahoo's assurances, it has not complied with its legal and regulatory 7 obligations. The Federal Trade Commission ("FTC") has come to define unfair methods of 8 competition through three factors: "(1) whether the practice injures consumers; (2) whether it 9 violates established public policy; (3) whether it is unethical or unscrupulous." The FTC has used 10 this definition to bring enforcement actions on numerous occasions against entities that have 11 failed to protect consumers' privacy.
- 12 28. Yahoo included these provisions in its privacy policy with the intent and effect that
 13 users would rely upon them in entrusting their sensitive personal information to Yahoo.

14 29. Contrary to Yahoo's assurances, it has not protected users' data from other people,
15 nor has it limited access to personal information to certain employees.

16

E. Consequences of Yahoo's Breach

17 30. Information from the Yahoo accounts has been for sale on the "dark web" since at
18 least August 2015. Such information could be used for identity theft, to propagate spam emails to
19 users' contacts, to access to users' other accounts, and for blackmail, among other uses.

31. Yahoo, in an online FAQ about the December 2016 breach, specifically
recommended that, among other steps, users (a) obtain credit reports and (b) place a security
freeze on their credit files at three consumer reporting agencies at a cost of up to \$10 each (noting
also that placing, lifting, and/or removing security freezes could cost between \$5 and \$20 per
action).

32. Additional protections that are necessary to users whose security was hacked
include identity theft and credit monitoring, which tends to cost roughly \$18 to \$30 per month,
and identity theft insurance, which ranges from \$25 to \$60 per year.

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COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF

1	33. In sum, the costs to date of Yahoo's negligent handling of its users' information		
2	are significant, ranging from intangible loss of privacy to tangible financial harm, both known		
3	and unknown. Meanwhile, the minimum cost to a user to take the basic precautionary measures		
4	recommended by Yahoo itself would be \$30, while a user taking reasonable precautions to obtain		
5	identity theft and credit monitoring and identity theft insurance would have to spend between		
6	\$241 and \$420 per year.		
7	CLASS ACTION ALLEGATIONS		
8	34. Plaintiffs bring this action on behalf of themselves and as a class action under Fed.		
9	R. Civ. P. 23 on behalf of all persons (including businesses but excluding Defendant; its present		
10	and former parents, subsidiaries, affiliates, and co-conspirators; and government entities) who fall		
11	within the following Class (the "Class"):		
12	All U.S. persons who possess or possessed Yahoo accounts subject to the 2013 data		
13	breach that was announced in December 2016.		
14	35. Yahoo has provided its service to Class members across the nation during the		
15	relevant period.		
16	36. The Class is so numerous that joinder of all members is impracticable.		
17	37. There are questions of law and fact common to the Class, including:		
18	a. Whether Yahoo breached the express and implied warranties contained in		
19	its Terms of Service and Privacy Policy;		
20	b. Whether Yahoo breached the implied covenant of good faith and fair		
21	dealing;		
22	c. Whether Yahoo violated California unfair competition, consumer		
23	protection, and data privacy laws; and		
24	d. The appropriate Class-wide measure of damages.		
25	38. Plaintiff and the Class were, at the time of the data breach, users of Yahoo		
26	accounts. Plaintiff's claim is typical of the claims of the Class, and the named Plaintiff will fairly		
27	and adequately protect the interests of that Class.		
28	7		
	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF		

1	39. The questions of law and fact common to the members of the Class predominate		
2	over any questions affecting only individual members, including legal and factual issues relating		
3	to liability and damages.		
4	40. Plaintiffs are represented by counsel who are competent and experienced in the		
5	prosecution of class action litigation.		
6	41. The prosecution of separate actions by individual members of the Class would also		
7	create a risk of inconsistent or varying adjudications, establishing incompatible standards of		
8	conduct for Defendant.		
9	42. A class action is superior to other available methods for the fair and efficient		
10	adjudication of this controversy. Individual claims are likely too small to prosecute economically		
11	on an individual basis. Prosecution as a class action will eliminate the possibility of repetitious		
12	litigation. Treatment as a class action will permit a large number of similarly situated persons to		
13	adjudicate their common claims in a single forum simultaneously, efficiently, and without the		
14	duplication of effort and expense that numerous individual actions would engender. This class		
15	action presents no difficulties in management that would preclude maintenance as a class action.		
16	CLAIMS FOR RELIEF		
17	FIRST CAUSE OF ACTION		
18	Breach of Contract		
19	(Express Warranties)		
20	43. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
21	preceding paragraphs of the complaint.		
22	44. Yahoo's Privacy Policy is incorporated by reference into its Terms of Service,		
23	which forms a binding contract between Yahoo and each user at the time of the creation of an		
24	account.		
25	45. Yahoo breached the contract with respect to at least the following four provisions		
26	of the Privacy Policy:		
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	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF		

1	a. "We are committed to ensuring your information is protected and apply		
2	safeguards in accordance with applicable law."		
3	b. "Yahoo does not rent, sell, or share personal information about you with		
4	other people or non-affiliated companies except to provide products or services you've requested,		
5	when we have your permission, or under [certain inapplicable circumstances]."		
6	c. "We limit access to personal information about you to employees who we		
7	believe reasonably need to come into contact with that information to provide products or		
8	services to you or in order to do their jobs."		
9	d. "We have physical, electronic, and procedural safeguards that comply with		
10	federal regulations to protect personal information about you."		
11	46. This breach caused injuries to Yahoo's users as described herein.		
12	SECOND CAUSE OF ACTION		
13	Breach of Contract		
14	(Implied Warranties)		
15	47. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
16	preceding paragraphs of the complaint.		
17	48. To the extent that the Terms of Service and Privacy Policy did not form an express		
18	contract, the opening of a Yahoo account created an implied contract between Yahoo and the		
19	User, with its terms delineated as set forth supra by the Terms of Service and the Privacy Policy.		
20	49. Yahoo breached such an implied contract by failing to adhere to the terms of the		
21	Privacy Policy. This breach caused injuries to Yahoo's users as described herein.		
22	THIRD CAUSE OF ACTION		
23	Breach of Contract		
24	(Bailment)		
25	50. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
26	preceding paragraphs of the complaint.		
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28	9		
	4689462v1/015461 COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF		

1	51.	Under California common law and Cal Civ. Code §§ 1833 et seq., plaintiff and the	
2	Class deposited their personally identifiable information with Yahoo for safekeeping and limited		
3	use, thus rendering Yahoo liable for harm that came to class members' personally identifiable		
4	information tl	hrough Yahoo's negligence.	
5	52.	Yahoo allowed that information to become damaged through its negligent care and	
6	its wrongful use by others. This breach caused injuries to Yahoo's users as described herein.		
7		FOURTH CAUSE OF ACTION	
8		Breach of the Implied Covenant of Good Faith and Fair Dealing	
9	53.	Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the	
10	preceding par	agraphs of the complaint.	
11	54.	Under California law there is an implied covenant of good faith and fair dealing in	
12	every contrac	t that neither party will do anything which will injure the right of the other to receive	
13	the benefits of the agreement.		
14	55.	Under the express and implied terms of the agreement entered into between Yahoo	
15	and its users,	users were to benefit through the use of Yahoo's services, while Yahoo was to	
16	benefit through the limited use of users' data for advertising and product enhancement purposes.		
17	56.	Yahoo exhibited bad faith through its conscious awareness of and deliberate	
18	indifference	to the risks to users' personally identifiable information, including by (a) using	
19	password enc	ryption standards that were long known to be unsafe, (b) taking no serious action in	
20	response to past breaches, (c) falling well behind industry standards of cybersecurity, and (d)		
21	under-investing in cybersecurity resources despite assurances to its users to the contrary. In doing		
22	so, Yahoo acted well outside of commercially reasonable norms.		
23	57.	Yahoo, by exposing its users to vastly greater and more harmful exploitation of	
24	their persona	lly identifiable information than they had bargained for, breached the implied	
25	covenant of	good faith and fair dealing with respect to both the specific contractual terms in	
26	Yahoo's Privacy Policy and the implied warranties of its contractual relationship with its users.		
27	This breach caused injuries to Yahoo's users as described herein.		
28		10	
		COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF	

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1	FIFTH CAUSE OF ACTION		
2	Negligence		
3	58. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
4	preceding paragraphs of the complaint.		
5	59. Yahoo's users have an interest in the protection of their personally identifiable		
6	information.		
7	60. Yahoo's security practices fell below commercially reasonable standards with		
8	respect to the protection of that information.		
9	61. Yahoo's negligence was the cause of harm to consumers in the form of exposure		
10	of their personally identifiable information.		
11	SIXTH CAUSE OF ACTION		
12	Violation of California's Unfair Competition Law ("UCL"),		
13	Cal. Bus. & Prof. Code §§ 17200, et seq.		
14	62. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
15	preceding paragraphs of the complaint.		
16	63. Plaintiff and the class have suffered injury in fact and a loss of money or property		
17	in the following ways:		
18	a. Users have lost the benefit of the bargain they entered into when they		
19	entrusted their data to Yahoo;		
20	b. Users have had their present and future property interest in their personally		
21	identifiable information diminished;		
22	c. Users have been deprived of the exclusive use of their personally		
23	identifiable information;		
24	d. Users will be required to enter into future costly transaction such as credit		
25	report freezes, credit and identity theft monitoring, identity theft insurance, etc.; and		
26	e. Users are at imminent risk of future harm from identity theft.		
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	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF 4689462v1/015461		

1	64. Yahoo's failure to secure users' information was the proximate cause of these		
2	harms.		
3	65. Yahoo's actions were unlawful in that they violated the Federal Trade Commission		
4	Act, see 15 U.S.C. § 45(n) (allowing the FTC to declare unlawful an act or practice that "causes		
5	or is likely to cause substantial injury to consumers which is not reasonably avoidable by		
6	consumers themselves and not outweighed by countervailing benefits to consumers or to		
7	competition"), California's Consumers Legal Remedies Act (see infra), and California's Online		
8	Privacy Protection Act (see infra).		
9	66. Yahoo's actions were also unfair within the meaning of California law in that its		
10	conduct was substantially injurious to consumers.		
10	67. Yahoo's actions were also fraudulent in that they represented a standard of care to		
11			
13	time.		
14	68. The Class members are entitled to restitution in the form of the diminished value		
15	of the personally identifiable information that they entrusted to Yahoo.		
16	SEVENTH CAUSE OF ACTION		
17	Violation of California's Consumers Legal Remedies Act,		
18	Cal. Bus. & Prof. Code §§ 1750 et seq.		
19	69. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the		
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	preceding paragraphs of the complaint.		
21	preceding paragraphs of the complaint.70. Yahoo users purchased services by grant of limited use of their personal		
21 22			
	70. Yahoo users purchased services by grant of limited use of their personal		
22	70. Yahoo users purchased services by grant of limited use of their personal information.		
22 23	 70. Yahoo users purchased services by grant of limited use of their personal information. 71. Yahoo represented that its services had characteristics, namely security of personal 		
22 23 24	 70. Yahoo users purchased services by grant of limited use of their personal information. 71. Yahoo represented that its services had characteristics, namely security of personal information, that they did not have. 		
22 23 24 25	 70. Yahoo users purchased services by grant of limited use of their personal information. 71. Yahoo represented that its services had characteristics, namely security of personal information, that they did not have. 72. Yahoo's users suffered damages as a result of these misrepresentations, entitling 		
22 23 24 25 26	 70. Yahoo users purchased services by grant of limited use of their personal information. 71. Yahoo represented that its services had characteristics, namely security of personal information, that they did not have. 72. Yahoo's users suffered damages as a result of these misrepresentations, entitling them to actual damages, restitution, punitive damages, and any other relief deemed proper by the court. 		
 22 23 24 25 26 27 	 70. Yahoo users purchased services by grant of limited use of their personal information. 71. Yahoo represented that its services had characteristics, namely security of personal information, that they did not have. 72. Yahoo's users suffered damages as a result of these misrepresentations, entitling them to actual damages, restitution, punitive damages, and any other relief deemed proper by the 		

1	EIGHTH CAUSE OF ACTION	
2	Violation of California's Online Privacy Protection Act,	
3	Cal. Bus. & Prof. Code §§ 22575 et seq.	
4	73. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the	
5	preceding paragraphs of the complaint.	
6	74. Yahoo is a commercial Web site or online service that collects personally	
7	identifiable information through the Internet about individual consumers residing in California	
8	who use or visit its commercial Web site or online service, within the meaning of California	
9	Business and Professions Code § 22575(a).	
10	75. Yahoo failed to adhere to its posted privacy policy knowingly and willfully, with	
11	respect to the care it would take, and negligently and materially with respect to the extent of its	
12	disclosure of users' data, in violation of id. § 22576.	
13	76. This failure to adhere to its privacy policy caused injuries to Yahoo's users as	
14	described herein.	
15	NINTH CAUSE OF ACTION	
16	Declaratory Relief	
17	77. Plaintiff, on behalf of himself and the Class, incorporates and re-alleges the	
18	preceding paragraphs of the complaint.	
19	78. In connection with the active case and controversy between Plaintiff and Yahoo,	
20	Plaintiff seeks declaratory relief pursuant to 28 U.S.C. § 2201, declaring that:	
21	a. To the extent plaintiff's claims for express or implied warranties are	
22	covered by Yahoo's Terms of Service, the disclaimer of warranties contained in § 19.1 is	
23	unconscionable and unenforceable; and	
24	b. To the extent plaintiff's claims are covered by Yahoo's Terms of Service,	
25	the limitation of liability in § 20 "resulting from unauthorized access to [users'] data" is	
26	unconscionable and unenforceable, or precluded by federal and state law as recognized in § 21.	
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28	13	
	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF 4689462v1/015461	

1	PRAYER FOR RELIEF		
2	WHEREFORE, Plaintiffs pray as follows:		
3	1. That the Court determines that this action may be maintained as a Class action		
4	under Fed. R. Civ. P. 23, and that Plaintiff be named representative of the Class.		
5	2. That Yahoo be adjudged to have breached the express terms of its contract with		
6	users contained in its Privacy Policy.		
7	3. That Yahoo be adjudged to have breached the terms of its implied contract with		
8	users incorporating the Privacy Policy.		
9	4. That Yahoo be adjudged liable as bailee for the harm to users' personally		
10	identifiable information.		
11	5. That Yahoo be adjudged to have violated the implied covenant of good faith and		
12	fair dealing with respect to its contractual relationship with users.		
13	6. That Yahoo be adjudged to have negligently caused harm to users' personal		
14	information, which was entrusted to its care.		
15	7. That Yahoo be adjudged to have violated California's Unfair Competition Law.		
16	8. That Yahoo be adjudged to have violated California's Consumer Legal Remedies		
17	Act.		
18	9. That Yahoo be adjudged to have violated California's Online Privacy Protection		
19	Act.		
20	10. That any contractual provision purporting to limit or preclude these liabilities be		
21	declared invalid.		
22	11. That judgment be entered for Plaintiff and members of the Class against		
23	Defendants for damages and special damages, including any punitive damages allowed by law,		
24	together with the costs of this action, including reasonable attorneys' fees.		
25	12. That Plaintiff and the Class be awarded pre-judgment and post-judgment interest at		
26	the highest legal rate from and after the date of service of this Complaint to the extent provided		
27	by law.		
28	14		
	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF		
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1	13. That Plaintiff and members of the Class have such other, further, or different		
2	relief, as the case may require and the Court may deem just and proper under the circumstances.		
3	3		
4			
5		C M. SELTZER	
6		EN G. SKLAVER IAN GODFREY L.L.P.	
7			
8		/s/ Steven G. Sklaver Steven G. Sklaver	
9		Attorney for Plaintiff Aman Abye	
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	COMPLAINT FOR DAMAGES AND	DECLARATORY RELIEF	
	4689462v1/015461		

1	DEMAND FOR JURY TRIAL		
2	Plaintiff requests a jury trial on all matters so triable.		
3	Dated: December 27, 2016 MA	RC M. SELTZER	
4	STE	VEN G. SKLAVER MAN GODFREY L.L.P.	
5			
6	By:		
7		Steven G. Sklaver Attorneys for Plaintiff Aman Abye	
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