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9 *Attorney for Plaintiff and Proposed Class*

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

12 MICHELLE ANDRIZZI, individually,
13 and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 vs.

17 DOORDASH INC.,

18 Defendant.

Case No. _____

CLASS ACTION COMPLAINT

1. Negligence

2. Negligence *per se*

3. Breach of Third-Party

Beneficiary Contract

4. Breach of Implied Contract

5. Invasion of Privacy

6. Breach of Fiduciary Duty

DEMAND FOR JURY TRIAL

1 Plaintiff Michelle Andrizzi (“Plaintiff”), on behalf of herself and all others
2 similarly situated, alleges the following Class Action Complaint (the “Action”)
3 against Defendant Doordash, Inc. (“Defendant”) upon personal knowledge as to
4 herself and her own actions, and upon information and belief, including the
5 investigation of counsel as follows:
6
7

8 **I. INTRODUCTION**

9 1. Plaintiff seeks monetary damages and injunctive and declaratory relief
10 arising from Defendant’s failure to safeguard the Personally Identifiable
11 Information¹ (“PII” or “Private Information”) of Plaintiff and Class Members, which
12 resulted in unauthorized access to its information systems and the compromised and
13 unauthorized disclosure of that Private Information, causing widespread injury and
14 damages to Plaintiff and the proposed (defined below) members.
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17 2. Defendant, Doordash, Inc. is an online platform that connects
18 customers with local restaurants and merchants by facilitating on-demand delivery
19 and pickup orders.
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24 ¹ The Federal Trade Commission (“FTC”) defines “identifying information” as “any name or
25 number that may be used, alone or in conjunction with any other information, to identify a
26 specific person,” including, among other things, “[n]ame, Social Security number, date of birth,
27 official State or government issued driver’s license or identification number, alien registration
28 number, government passport number, employer or taxpayer identification number.” 17 C.F.R. §
248.201(b)(8). To be clear, according to Defendant, not every type of information included in
that definition was compromised in the subject data breach.

1 3. Defendant confirmed a data breach that exposed the names, email
2 addresses, phone numbers and physical addresses of some of its users, including
3 customers, dashers and merchants (the “Data Breach”)
4

5 4. As a result of the Data Breach, which Defendant failed to prevent, the
6 Private Information of Plaintiff and the proposed Class Members, was stolen.
7

8 5. Defendant’s investigation concluded that the Private Information
9 compromised in the Data Breach included Plaintiff’s and other Class Members
10 information.
11

12 6. Defendant’s failure to safeguard Plaintiff and Class Members’ highly
13 sensitive Private Information as exposed and unauthorizedly disclosed in the Data
14 Breach violates their common law duties, California law, and Defendant’s implied
15 contract with Clients to safeguard their Private Information.
16

17 7. Plaintiff and Class Members now face a lifetime risk of identity theft
18 due to the nature of the information lost, which they cannot change, and which
19 cannot be made private again.
20

21 8. Defendant’s harmful conduct has injured Plaintiff and Class Members
22 in multiple ways, including: (i) the lost or diminished value of their Private
23 Information; (ii) costs associated with the prevention, detection, and recovery from
24 identity theft, tax fraud, and other unauthorized use of their data; (iii) lost opportunity
25 costs to mitigate the Data Breach’s consequences, including lost time; and (iv)
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1 emotional distress associated with the loss of control over their highly sensitive
2 Private Information.

3 9. Defendant's failure to protect Plaintiff and Class Members' Private
4 Information has harmed and will continue to harm thousands of Defendant's Clients,
5 causing Plaintiff to seek relief on a class wide basis.
6

7 10. On behalf of herself and the Class preliminarily defined below, Plaintiff
8 brings causes of action against Defendant for negligence, negligence *per se*, breach
9 of third-party beneficiary contract, breach of implied contract, invasion of privacy,
10 breach of fiduciary duty, and unjust enrichment, seeking an award of monetary
11 damages and injunctive and declaratory relief, resulting from Defendant's failure to
12 adequately protect their highly sensitive Private Information.
13
14

15 **II. JURISDICTION AND VENUE**

16
17 11. The Court has subject matter jurisdiction over this action under the
18 Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy
19 exceeds \$5 million, exclusive of interest and costs. The number of class members is
20 over 100, and at least one Class member is a citizen of a state that is diverse from
21 Defendant's citizenship. Thus, minimal diversity exists under 28 U.S.C. §
22 1332(d)(2)(A).
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1 18. Plaintiff and Class Members relied on Defendant to keep their PII
2 confidential and securely maintained, to use this information for business purposes
3 only, and to make only authorized disclosures of this information.
4

5 19. Defendant had a duty to adopt reasonable measures to protect Plaintiff's
6 and Class Members' PII from involuntary disclosure to third parties.
7

8 20. Prior to the Data Breach Incident, Defendant should have (i) encrypted
9 or tokenized the sensitive PII of Plaintiff and the Class Members, (ii) deleted such
10 PII that it no longer had reason to maintain, (iii) eliminated the potential accessibility
11 of the PII from the internet and its website where such accessibility was not justified,
12 and (iv) otherwise reviewed and improved the security of its network system that
13 contained the PII .
14

15 21. Prior to the Data Breach Incident, on information and belief, Defendant
16 did not (i) encrypt or tokenize the sensitive PII of Plaintiff and the Class Members,
17 (ii) delete such PII that it no longer had reason to maintain, (iii) eliminate the
18 potential accessibility of the PII from the internet and its website where such
19 accessibility was not justified, and (iv) otherwise review and improve the security of
20 its network system that contained the PII .
21

22 22. Plaintiff's and Class Members' unencrypted information may end up
23 for sale on the dark web and/or fall into the hands of companies that will use the
24 detailed PII for targeted marketing without the approval.
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1 23. Defendant failed to use reasonable security procedures and practices
2 appropriate to the nature of the sensitive, unencrypted information it was
3 maintaining for Plaintiff and the Class Members.
4

5 24. Plaintiff and the Class Members have taken reasonable steps to
6 maintain the confidentiality of their PII, relied on Defendant to keep their PII
7 confidential and securely maintained, to use this information for business purposes
8 only, and to make only authorized disclosures of this information.
9

10 25. Defendant could have prevented the Data Breach Incident by properly
11 securing and encrypting Plaintiff's and Class Members' PII, or Defendant could have
12 destroyed the data, especially old data from former inquiries and/or customers that
13 Defendant had no legal right or responsibility to retain.
14

15 26. Defendant's negligence in safeguarding Plaintiff's and the Class
16 Members' PII is exacerbated by the repeated warnings and alerts directed to
17 protecting and securing sensitive data, especially in the financial sector.
18

19 27. Despite the prevalence of public announcements and knowledge of data
20 breach and data security compromises, Defendant failed to take appropriate steps to
21 protect the PII of Plaintiff and the Class Members from being compromised.
22

23 28. The ramifications of Defendant's failure to keep secure Plaintiff's and
24 the Class Members' PII are long lasting and severe. Once PII is stolen, fraudulent
25 use of that information and damage to victims may continue for years.
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1 34. The injuries to Plaintiff and the Class Members were directly and
2 proximately caused by Defendant's failure to implement or maintain adequate data
3 security measures for the Plaintiff's and the Class Members' PII.
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5 35. Plaintiff has suffered and will continue to suffer a substantial risk of
6 imminent identity, financial, and health fraud and theft; emotional anguish and
7 distress resulting from the Data Breach Incident, including emotional distress and
8 damages about the years of identity fraud Plaintiff faces; and increased time spent
9 reviewing financial statements and credit reports to determine whether there has
10 been fraudulent activity on any of her accounts.
11

12 36. Plaintiff has a continuing interest in ensuring that her PII, which, upon
13 information and belief, remains backed up in Defendant's possession, is protected
14 and safeguarded from future breaches.
15

16 V. CLASS ACTION ALLEGATIONS 17

18 37. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure
19 23(a), 23(b)(1), 23(b)(2), and 23(b)(3), on behalf of a class defined as:
20

21 **Nationwide:** All individuals whose PII was accessed and/or acquired by an
22 unauthorized party in the Data Breach.

23 38. Excluded from the Class are the following individuals and/or entities:
24 Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors,
25 and any entity in which Defendant have a controlling interest; all individuals who
26 make a timely election to be excluded from this proceeding using the correct protocol
27

1 for opting out; and all judges assigned to hear any aspect of this litigation, as well as
2 their immediate family members.

3 39. Plaintiff reserves the right to amend the definition of the Class or add a
4 Class or Subclass if further information and discovery indicate that the definition of
5 the Class should be narrowed, expanded, or otherwise modified.
6

7 40. **Numerosity.** The Class Members are so numerous that joinder of all
8 members is impracticable. Upon information, thousands of individuals had their PII
9 compromised in this Data Breach. The identities of Class Members are ascertainable
10 through Defendant's records, Class Members' records, publication notice, self-
11 identification, and other means.
12

13 41. **Commonality.** There are questions of law and fact common to the
14 Class, which predominate over any questions affecting only individual Class
15 Members. These common questions of law and fact include, without limitation:
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- 17
- 18 a. Whether and to what extent Defendant had respective duties to protect
19 the Private Information of Plaintiff and Class Members;
 - 20 b. Whether Defendant had respective duties not to disclose the Private
21 Information of Plaintiff and Class Members to unauthorized third
22 parties;
 - 23 c. Whether Defendant had respective duties not to use the Private
24 Information of Plaintiff and Class Members for non-business purposes;
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- 1 d. Whether Defendant failed to adequately safeguard the Private
2 Information of Plaintiff and Class Members;
- 3 e. Whether Defendant failed to implement and maintain reasonable
4 security procedures and practices appropriate to the nature and scope of
5 the information compromised in the Data Breach;
- 6 f. Whether Defendant adequately addressed and fixed the vulnerabilities
7 which permitted the Data Breach to occur;
- 8 g. Whether Plaintiff and Class Members are entitled to actual damages,
9 statutory damages, and/or nominal damages as a result of Defendant's
10 wrongful conduct; and
- 11 h. Whether Plaintiff and Class Members are entitled to injunctive relief to
12 redress the imminent and currently ongoing harm faced as a result of
13 the Data Breach.
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18 42. **Typicality.** Plaintiff's claims are typical of those of other Class
19 Members because Plaintiff's PII, like that of every other Class Member, was
20 compromised in the Data Breach.

21

22 43. This class action is also appropriate for certification because Defendant
23 acted or refused to act on grounds generally applicable to the Class, thereby requiring
24 the Court's imposition of uniform relief to ensure compatible standards of conduct
25 toward the Class Members and making final injunctive relief appropriate with
26

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1 respect to the Class as a whole. Defendant's policies challenged herein apply to and
2 affect Class Members uniformly and Plaintiff's challenge of these policies hinges on
3 Defendant's conduct with respect to the Class as a whole, not on facts or law
4 applicable only to Plaintiff.
5

6 **44. Adequacy of Representation.** Plaintiff will fairly and adequately
7 represent and protect the interests of the Class Members. Plaintiff's Counsel is
8 competent and experienced in litigating Class actions, including data privacy
9 litigation of this kind.
10

11 **45. Predominance.** Defendant have engaged in a common course of
12 conduct toward Plaintiff and Class Members, in that all the Plaintiff's and Class
13 Members' data was stored on the same computer systems and unlawfully accessed
14 in the same way. The common issues arising from Defendant's conduct affecting
15 Class Members set out above predominate over any individualized issues.
16 Adjudication of these common issues in a single action has important and desirable
17 advantages of judicial economy.
18

19 **46. Superiority.** A class action is superior to other available methods for
20 the fair and efficient adjudication of the controversy. Class treatment of common
21 questions of law and fact is superior to multiple individual actions or piecemeal
22 litigation. Absent a class action, most Class Members would likely find that the cost
23 of litigating their individual claims is prohibitively high and would therefore have
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1 no effective remedy. The prosecution of separate actions by individual Class
2 Members would create a risk of inconsistent or varying adjudications with respect
3 to individual Class Members, which would establish incompatible standards of
4 conduct for Defendant. In contrast, the conduct of this action as a class action
5 presents far fewer management difficulties, conserves judicial resources and the
6 parties' resources, and protects the rights of each Class Member.
7

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9 47. Defendant have acted on grounds that apply generally to the Class as a
10 whole, so that class certification, injunctive relief, and corresponding declaratory
11 relief are appropriate on a class-wide basis.
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13 48. Further, Defendant have acted on grounds that apply generally to the
14 Class as a whole, so that class certification, injunctive relief, and corresponding
15 declaratory relief are appropriate on a class-wide basis.
16

- 17 a. Whether Defendant owed a legal duty to Plaintiff and the Class to
18 exercise due care in collecting, storing, and safeguarding their Private
19 Information;
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21 b. Whether Defendant's security measures to protect their data systems
22 were reasonable in light of best practices recommended by data security
23 experts;
24
25 c. Whether Defendant's failure to institute adequate protective security
26 measures amounted to negligence;
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- 1 d. Whether Defendant’s failure to institute adequate protective security
2 measures amounted to breach of an implied contract;
- 3 e. Whether Defendant failed to take commercially reasonable steps to
4 safeguard consumer Private Information; and
- 5
- 6 f. Whether adherence to FTC data security recommendations, and
7 measures recommended by data security experts would have
8 reasonably prevented the Data Breach.
- 9

10 49. Finally, all members of the proposed Class are readily ascertainable.
11 Defendant has access to Class Members’ names and addresses affected by the Data
12 Breach. Class Members have already been preliminarily identified and sent notice
13 of the Data Breach by Defendant.

14
15 **VI. CAUSES OF ACTION**

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17 **COUNT ONE**
18 **NEGLIGENCE**

19 **(On behalf of Plaintiff and all Class Members)**

20 50. Plaintiff hereby repeats and realleges paragraphs 1 through 49 of this
21 Complaint and incorporates them by reference herein.

22 51. Defendant owed respective duties under common law to Plaintiff and
23 Class Members to exercise reasonable care in obtaining, retaining, securing,
24 safeguarding, deleting, and protecting their Private Information in their possession
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1 from being compromised, lost, stolen, accessed, and misused by unauthorized
2 persons.

3 52. Defendant's duties to use reasonable care arose from several sources,
4 including but not limited to those described below.
5

6 53. Defendant had a common law duty to prevent foreseeable harm to
7 others. This duty existed because Plaintiff and Class Members were the foreseeable
8 and probable victims of any inadequate security practices on the part of Defendant.
9 By collecting and storing Private Information that is routinely targeted by criminals
10 for unauthorized access, Defendant were obligated to act with reasonable care to
11 protect against these foreseeable threats.
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14 54. Defendant's duty also arose from Defendant's position as a financial
15 services company. Defendant holds itself out as trusted data collectors and thereby
16 assumes a duty to reasonably protect their customers' employees' information.
17 Indeed, Defendant, as direct data collectors, were in a unique and superior position
18 to protect against the harm suffered by Plaintiff and Class Members as a result of the
19 Data Breach.
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22 55. Defendant breached the duties owed to Plaintiff and Class Members
23 and thus were negligent. Defendant breached these duties by, among other things:
24 (a) mismanaging their systems and failing to identify reasonably foreseeable internal
25 and external risks to the security, confidentiality, and integrity of customer
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1 information that resulted in the unauthorized access and compromise of PII;
2 (b) mishandling their data security by failing to assess the sufficiency of the
3 safeguards in place to control these risks; (c) failing to design and implement
4 information safeguards to control these risks; (d) failing to adequately test and
5 monitor the effectiveness of the safeguards' key controls, systems, and procedures;
6 (e) failing to evaluate and adjust their information security program in light of the
7 circumstances alleged herein; (f) failing to detect the breach at the time it began or
8 within a reasonable time thereafter; and (g) failing to follow their own privacy
9 policies and practices published to their clients.
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13 56. But for Defendant's wrongful and negligent breach of their duties owed
14 to Plaintiff and Class Members, their Private Information would not have been
15 compromised.
16

17 57. As a direct and proximate result of Defendant's negligence, Plaintiff
18 and Class Members have suffered injuries, including:
19

- 20 a. Theft of their Private Information;
- 21 b. Costs associated with the detection and prevention of identity theft and
22 unauthorized use of the financial accounts;
- 23 c. Costs associated with purchasing credit monitoring and identity theft
24 protection services;
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- 1 d. Lowered credit scores resulting from credit inquiries following
2 fraudulent activities;
- 3 e. Costs associated with time spent and the loss of productivity from
4 taking time to address and attempt to ameliorate, mitigate, and deal with
5 the actual and future consequences of the Defendant Data Breach –
6 including finding fraudulent charges, cancelling and reissuing cards,
7 enrolling in credit monitoring and identity theft protection services,
8 freezing and unfreezing accounts, and imposing withdrawal and
9 purchase limits on compromised accounts;
- 10 f. The imminent and certainly impending injury flowing from the
11 increased risk of potential fraud and identity theft posed by their PII
12 being placed in the hands of criminals;
- 13 g. Damages to and diminution in value of their Private Information
14 entrusted, directly or indirectly, to Defendant with the mutual
15 understanding that Defendant would safeguard Plaintiff’s and Class
16 Members’ data against theft and not allow access and misuse of their
17 data by others;
- 18 h. Continued risk of exposure to hackers and thieves of their Private
19 Information, which remains in Defendant’s possession and is subject to
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1 further breaches so long as Defendant fails to undertake appropriate and
2 adequate measures to protect Plaintiff's and Class Members' data;

3 i. The erosion of the essential and confidential relationship between
4 Defendant—as an employer services provider—and Plaintiff and Class
5 members as customers; and
6

7 j. Loss of personal time spent carefully reviewing statements from
8 financial accounts to check for unauthorized charges and/or access.
9

10 58. As a direct and proximate result of Defendant's negligence, Plaintiff
11 and Class Members are entitled to damages, including compensatory, punitive, and
12 nominal damages, in an amount to be proven at trial.
13

14 **COUNT TWO**
15 **NEGLIGENCE *PER SE***
16 **(On behalf of Plaintiff and all Class Members)**

17 59. Plaintiff hereby repeats and realleges paragraphs 1 through 49 of this
18 Complaint and incorporates them by reference herein.

19 60. Pursuant to the Federal Trade Commission Act, 15 U.S.C. § 45,
20 Defendant had respective duties to provide fair and adequate computer systems and
21 data security practices to safeguard Plaintiff's and Class Members' Private
22 Information.
23

24 61. Defendant breached their duties to Plaintiff and Class Members under
25 the FTC Act by failing to provide fair, reasonable, or adequate computer systems
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1 and data security practices to safeguard Plaintiff's and Class Members' Private
2 Information.

3 62. Defendant's failure to comply with applicable laws and regulations
4 constitutes negligence *per se*.
5

6 63. The injuries to Plaintiff and Class Members resulting from the Data
7 Breach were directly and indirectly caused by Defendant's violation of the statutes
8 described herein.
9

10 64. Plaintiff and Class Members were within the class of persons the
11 Federal Trade Commission Act were intended to protect and the type of harm that
12 resulted from the Data Breach was the type of harm these statutes were intended to
13 guard against.
14

15 65. But for Defendant's wrongful and negligent breach of their duties owed
16 to Plaintiff and Class Members, Plaintiff and Class Members would not have been
17 injured.
18

19 66. The injuries and harms suffered by Plaintiff and Class Members were
20 the reasonably foreseeable result of Defendant's breach of their duties. Defendant
21 knew or should have known that they were failing to meet their duties and that
22 Defendant's breach would cause Plaintiff and Class Members to experience the
23 foreseeable harms associated with the exposure of their Private Information.
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1 67. As a direct and proximate result of Defendant's negligent conduct,
2 Plaintiff and Class Members have suffered injuries and are entitled to compensatory,
3 consequential, and punitive damages in an amount to be proven at trial.
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5 **COUNT THREE**
6 **BREACH OF THIRD-PARTY BENEFICIARY CONTRACT**
7 **(On Behalf of Plaintiff and all Class Members)**

8 68. Plaintiff hereby repeats and realleges paragraphs 1 through 49 of this
9 Complaint and incorporates them by reference herein.
10

11 69. Upon information and belief, Defendant entered into virtually identical
12 contracts with their clients to provide software products and/or services, which
13 included data security practices, procedures, and protocols sufficient to safeguard
14 the Private Information that was to be entrusted to them.
15

16 70. Such contracts were made expressly for the benefit of Plaintiff and the
17 Class, as it was their Private Information that Defendant agreed to receive and
18 protect through their services. Thus, the benefit of collection and protection of the
19 Private Information belonging to Plaintiff and the Class was the direct and primary
20 objective of the contracting parties, and Plaintiff and Class Members were direct and
21 express beneficiaries of such contracts.
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23 71. Defendant knew that if they were to breach these contracts with their
24 clients, Plaintiff and the Class would be harmed.
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1 72. Defendant breached their contracts with their clients and, as a result,
2 Plaintiff and Class Members were affected by this Data Breach when Defendant
3 failed to use reasonable data security and/or business associate monitoring measures
4 that could have prevented the Data Breach.
5

6 73. As foreseen, Plaintiff and the Class were harmed by Defendant's failure
7 to use reasonable data security measures to securely store and protect the files in
8 their care, including but not limited to, the continuous and substantial risk of harm
9 through the loss of their Private Information.
10

11 74. Accordingly, Plaintiff and the Class are entitled to damages in an
12 amount to be determined at trial, along with costs and attorneys' fees incurred in this
13 action.
14

15 **COUNT FOUR**
16 **BREACH OF IMPLIED CONTRACT**
17 **(On behalf of Plaintiff and all Class Members)**

18 75. Plaintiff hereby repeats and realleges paragraphs 1 through 49 of this
19 Complaint and incorporates them by reference herein.
20

21 76. Defendant offered to provide services to Clients, in exchange for
22 payment.
23

24 77. Plaintiff and Class Members were required to provide their Private
25 Information to the Defendant to receive benefits.
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1 78. In turn, Defendant impliedly promised to protect Plaintiff's and Class
2 Members' Private Information through adequate data security measures.

3 79. Plaintiff and Class Members would not have otherwise entrusted their
4 Private Information to Defendant.
5

6 80. Defendant materially breached their agreement(s) with its Clients by
7 failing to safeguard such Private Information, violating industry standards
8 necessarily incorporated in the agreement.
9

10 81. Plaintiff and Class Members have performed under the relevant
11 agreements, or such performance was waived by the conduct of Defendant.
12

13 82. The covenant of good faith and fair dealing is an element of every
14 contract. All such contracts impose on each party a duty of good faith and fair
15 dealing. The parties must act with honesty in fact in the conduct or transactions
16 concerned. Good faith and fair dealing, in connection with executing contracts and
17 discharging performance and other duties according to their terms, means preserving
18 the spirit—not merely the letter—of the bargain. Put differently, the parties to a
19 contract are mutually obligated to comply with the substance of their contract along
20 with its form.
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23 83. Defendant's conduct as alleged herein also violated the implied
24 covenant of good faith and fair dealing inherent in every contract.
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1 84. The losses and damages Plaintiff and Class members sustained as
2 described herein were the direct and proximate result of Defendant's breaches of the
3 implied contracts with them, including breach of the implied covenant of good faith
4 and fair dealing.
5

6 **COUNT FIVE**
7 **Invasion of Privacy**
8 **(On behalf of the Plaintiff and all Class Members)**

9 85. Plaintiff repeats and re-alleges paragraphs 1 through 49 of this
10 Complaint and incorporates them by reference herein.

11 86. Plaintiff and Class Members had a legitimate expectation of privacy
12 regarding their PII and were accordingly entitled to the protection of this information
13 against disclosure to unauthorized third parties.
14

15 87. Defendant owed respective duties to Plaintiff and Class Members to
16 keep their PII confidential.
17

18 88. The unauthorized disclosure and/or acquisition (*i.e.*, theft) by a third
19 party of Plaintiff's and Class Members' Personal Information is highly offensive to
20 a reasonable person.
21

22 89. Defendant's reckless and negligent failure to protect Plaintiff's and
23 Class Members' PII constitutes an intentional interference with Plaintiff's and the
24 Class Members' interest in solitude or seclusion, either as to their person or as to
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1 their private affairs or concerns, of a kind that would be highly offensive to a
2 reasonable person.

3 90. Defendant's failure to protect Plaintiff's and Class Members' PII acted
4 with a knowing state of mind when it permitted the Data Breach because they knew
5 their information security practices were inadequate.
6

7 91. Defendant knowingly did not notify Plaintiff and Class Members in a
8 timely fashion about the Data Breach.
9

10 92. Because Defendant failed to properly safeguard Plaintiff's and Class
11 Members' Personal Information, Defendant had notice and knew that their
12 inadequate cybersecurity practices would cause injury to Plaintiff and the Class.
13

14 93. As a proximate result of Defendant's acts and omissions, the private
15 and sensitive Personal Information of Plaintiff and the Class Members was stolen by
16 a third party and is now available for disclosure and redisclosure without
17 authorization, causing Plaintiff and the Class to suffer damages.
18

19 94. Defendant's wrongful conduct will continue to cause great and
20 irreparable injury to Plaintiff and the Class since their Personal Information is still
21 maintained by Defendant with their inadequate cybersecurity system and policies.
22

23 95. Plaintiff and Class Members have no adequate remedy at law for the
24 injuries relating to Defendant's continued possession of their sensitive and
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1 confidential records. A judgment for monetary damages will not end Defendant's
2 inability to safeguard the Personal Information of Plaintiff and the Class.

3 96. Plaintiff, on behalf of herself and Class Members, seeks injunctive
4 relief to enjoin Defendant from further intruding into the privacy and confidentiality
5 of Plaintiff's and Class Members' Personal Information.
6

7 97. Plaintiff, on behalf of herself and Class Members, seeks compensatory
8 damages for Defendant's invasion of privacy, which includes the value of the
9 privacy interest invaded by Defendant, the costs of future monitoring of their credit
10 history for identity theft and fraud, plus prejudgment interest, and costs.
11

12
13 **COUNT SIX**
14 **BREACH OF FIDUCIARY DUTY**
15 **(On behalf of Plaintiff and all Class Members)**

16 98. Plaintiff hereby repeats and realleges paragraphs 1 through 49 of this
17 Complaint and incorporates them by reference herein.

18 99. Plaintiff and the other Class Members gave Defendant their Personal
19 Information believing that Defendant would protect that information. Plaintiff and
20 the other Class Members would not have provided Defendant with this information
21 had they known it would not be adequately protected. Defendant's acceptance and
22 storage of Plaintiff's and the other Class Members' Personal Information created a
23 fiduciary relationship between Defendant on the one hand, and Plaintiff and the other
24 Class Members, on the other hand. In light of this relationship, Defendant must act
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1 primarily for the benefit of their clients, which includes safeguarding and protecting
2 Plaintiff's and the other Class Members' Personal Information.

3 100. Due to the nature of the relationship between Defendant and Plaintiff
4 and the other Class Members, Plaintiff and the other Class Members were entirely
5 reliant upon Defendant to ensure that their Personal Information was adequately
6 protected. Plaintiff and the other Class Members had no way of verifying or
7 influencing the nature and extent of Defendant or their vendors' data security
8 policies and practices, and Defendant were in an exclusive position to guard against
9 the Data Breach.
10
11

12 101. Defendant has respective fiduciary duties to act for the benefit of
13 Plaintiff and the other Class Members upon matters within the scope of their
14 relationship. They breached that duty by contracting with companies that failed to
15 properly protect the integrity of the systems containing Plaintiff's and the other Class
16 Members' Personal Information, failing to properly protect the integrity of their
17 systems containing Plaintiff's and the other Class Members' Personal Information,
18 failing to comply with the data security guidelines set forth by the FTC Act, and
19 otherwise failing to safeguard Plaintiff's and the other Class Members' Personal
20 Information that they collected.
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25 102. As a direct and proximate result of Defendant's breach of their fiduciary
26 duties, Plaintiff and the other Class Members have suffered and will suffer injury,
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1 including, but not limited to: (i) a substantial increase in the likelihood of identity
2 theft; (ii) the compromise, publication, and theft of their Personal Information; (iii)
3 out-of-pocket expenses associated with the prevention, detection, and recovery from
4 unauthorized use of their Personal Information; (iv) lost opportunity costs associated
5 with effort attempting to mitigate the actual and future consequences of the Data
6 Breach; (v) the continued risk to their Personal Information which remains in
7 Defendant's possession; (vi) future costs in terms of time, effort, and money that
8 will be required to prevent, detect, and repair the impact of the Personal Information
9 compromised as a result of the Data breach; (vii) loss of potential value of their
10 Personal Information; (viii) overpayment for the services that were received without
11 adequate data security.
12

13 **VII. PRAYER FOR RELIEF**

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16 WHEREFORE, Plaintiff, on behalf of herself and Class Members, requests
17 judgment against Defendant and that the Court grants the following:
18

19 A. For an order certifying the Class and Subclass, as defined herein, and
20 appointing Plaintiff and her Counsel to represent the Class;
21

22 B. For equitable relief enjoining Defendant from engaging in the
23 wrongful conduct complained of herein pertaining to the misuse and/or
24 disclosure of the Private Information of Plaintiff and Class Members, and
25

1 from refusing to issue prompt, complete, and accurate disclosures to
2 Plaintiff and Class Members;

3 C. For injunctive relief requested by Plaintiff, including but not limited
4 to, injunctive and other equitable relief as is necessary to protect the
5 interests of Plaintiff and Class Members, including but not limited to an
6 order:
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- 8
- 9 i. prohibiting Defendant from engaging in the wrongful and
10 unlawful acts described herein;
 - 11 ii. requiring Defendant to protect, including through encryption,
12 all data collected through the course of business in accordance
13 with all applicable regulations, industry standards, and federal,
14 state, or local laws.
 - 15
16 iii. requiring Defendant to delete, destroy, and purge the Private
17 Information of Plaintiff and Class Members unless Defendant
18 can provide to the Court reasonable justification for the
19 retention and use of such information when weighed against the
20 privacy interests of Plaintiff and Class Members;
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22 iv. requiring Defendant to implement and maintain a
23 comprehensive information security program designed to
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1 protect the confidentiality and integrity of the Private
2 Information of Plaintiff and Class Members;

3 v. prohibiting Defendant from maintaining the Private Information
4 of Plaintiff and Class Members on a cloud-based database;

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6 vi. requiring Defendant to engage independent third-party security
7 auditors/penetration testers as well as internal security
8 personnel to conduct testing, including simulated attacks,
9 penetration tests, and audits on Defendant's systems on a
10 periodic basis, and ordering Defendant to promptly correct any
11 problems or issues detected by such third-party security
12 auditors;

13
14 vii. requiring Defendant to engage independent third-party security
15 auditors and internal personnel to run automated security
16 monitoring;

17
18 viii. requiring Defendant to audit, test, and train their security
19 personnel regarding any new or modified procedures;

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21 ix. requiring Defendant to segment data by, among other things,
22 creating firewalls and access controls so that if one area of
23 Defendant's network is compromised, hackers cannot gain
24 access to other portions of Defendant's systems;

- 1 x. requiring Defendant to conduct regular database scanning and
2 security checks;
- 3 xiv. requiring Defendant to implement, maintain, regularly review,
4 and revise as necessary a threat management program designed
5 to appropriately monitor Defendant’s information networks for
6 threats, both internal and external, and assess whether
7 monitoring tools are appropriately configured, tested, and
8 updated;
- 9 xv. requiring Defendant to meaningfully educate all Class Members
10 about the threats that they face as a result of the loss of their
11 confidential Private Information to third parties, as well as the
12 steps affected individuals must take to protect themselves; and
- 13 xvi. requiring Defendant to implement logging and monitoring
14 programs sufficient to track traffic to and from Defendant’s
15 servers; and for a period of 10 years, appointing a qualified and
16 independent third-party assessor to conduct an attestation on an
17 annual basis to evaluate Defendant’s compliance with the terms
18 of the Court’s final judgment, to provide such report to the
19 Court and to counsel for the class, and to report any deficiencies
20 with compliance of the Court’s final judgment.
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1 D. For an award of damages, including actual, statutory, nominal, and
2 consequential damages, as allowed by law in an amount to be determined
3 by a jury at trial;

4 E. For an award of attorneys' fees, costs, and litigation expenses, as
5 allowed by law;

6 F. For prejudgment interest on all amounts awarded; and

7 G. Such other and further relief as this Court may deem just and proper.
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10 **JURY TRIAL DEMAND**

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12 Plaintiff hereby demands a trial by jury.

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14 Dated: November 18, 2025

Respectfully Submitted,

15 By: /s/ Daniel Srourian
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