

1 Robert C. Schubert #62684
2 Willem F. Jonckheer #178748
3 Amber L. Schubert #278696
4 **SCHUBERT JONCKHEER & KOLBE LLP**
5 2001 Union Street, Suite 200
6 San Francisco, CA 94123
7 Tel: (415) 788-4220
8 Fax: (415) 788-0161
9 rschubert@sjk.law
10 wjonckheer@sjk.law
11 ascubert@sjk.law

Christian Levis (*pro hac vice* forthcoming)
Amanda Fiorilla (*pro hac vice* forthcoming)
Rachel Kesten (*pro hac vice* forthcoming)
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Tel: (914) 997-0500
Fax: (914) 997-0035
clevis@lowey.com
afiorilla@lowey.com
rkesten@lowey.com

Counsel for Plaintiff

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

JANE DOE, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

GOODRX HOLDINGS, INC., CRITEO
CORP., META PLATFORMS, INC., AND
GOOGLE LLC.

Defendants.

Case No.: 3:23-cv-00501

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jane Doe (“Plaintiff”), individually and on behalf of all others similarly situated, asserts the following against Defendants GoodRx Holdings, Inc. (“GoodRx”), Criteo Corp. (“Criteo”), Meta Platforms, Inc. (f/k/a Facebook, Inc.) (“Meta”), and Google, LLC (“Google”) based upon personal knowledge, where applicable, information and belief, and the investigation of counsel.

SUMMARY OF ALLEGATIONS

1. Founded in 2011, GoodRx is a combination telehealth and prescription coupon company. GoodRx claims that its mission is to “build better ways for people to find the right care at the best price.” In 2021, GoodRx brought in more than \$745 million in revenue.

1 2. GoodRx’s services are available through both the GoodRx website available at
2 www.goodrx.com and the GoodRx mobile application (the “GoodRx Platform”). The GoodRx
3 mobile application is advertised as the “#1 most downloaded medical app on the iTunes [Apple] and
4 Google Play app stores.” Approximately 20 million people use GoodRx’s services each month.

5 3. GoodRx allows consumers to save money on prescription drugs by gathering
6 current prices and discounts, as well as by offering prescription coupons. To access prescription
7 discounts, a user enters the medication name and then selects a local pharmacy. They can also text,
8 email, or print a copy of a “GoodRx Coupon” to present at the pharmacy when picking up their
9 prescription. When the prescription is purchased using a GoodRx Coupon, GoodRx obtains a record
10 of this purchase that includes the user’s name, date of birth, and prescription information.

11 4. Users can sign up for an account with GoodRx by providing their first and last
12 name, email address, and date of birth. They can also obtain a “GoodRx Prescription Savings Card”
13 to obtain “discounts of up to 80% on most prescription drugs at over 70,000 U.S. pharmacies.” To
14 receive this card users are required to provide their first and last name, address, and email.

15 5. GoodRx also offers telehealth services under the brand “HeyDoctor” and
16 GoodRx Care.” To access these services a user is prompted to provide their personally identifiable
17 information (“PII”), including their first and last name, email address, phone number, biological
18 sex, and current address. The user must then select the type of treatment they are seeking, such as
19 urinary tract infection, erectile dysfunction, anxiety, depression, acne treatment, birth control, or
20 short-term medication refills. Depending on the treatment or the prescription sought, a user is
21 required to either complete an online consultation and enter information about their symptoms and
22 medication history or schedule a visit with a provider. They must also provide payment information.

23 6. Additionally, GoodRx offers “GoodRx Gold” which is a monthly “healthcare
24 membership.” Using this membership, GoodRx claims users can access over 1,000 prescriptions at
25 less than \$10 and arrange visits with “licensed healthcare provider[s]” at just \$19. GoodRx Gold
26 users can also use this service to track their medication purchase history, including the medication
27

1 name, purchase date, dosage, pharmacy, and prescriber.

2 7. Lastly, GoodRx operates under the brand “GoodRx Health,” which allows users to
3 access a number of informational resources about health conditions and treatments. For instance,
4 users can select “How to Get Rid of a Urinary Tract Infection (UTI) Fast” written by Alice
5 Perlowski, MD, MA, FACC.

6 8. GoodRx has long claimed that it values users’ privacy and that it does not disclose
7 or share the information it collects, including health information entered through the GoodRx
8 Platform.

9 9. For instance, on December 14, 2019, GoodRx’s co-CEO Doug Hirsch tweeted
10 “People can use GoodRx without giving us any information. Any information we do receive is
11 stored under the *same guidelines as any health entity.*”

12 10. Health entities are regulated under the Health Insurance Portability and
13 Accountability Act (“HIPPA”), which restricts the use of personal health information and electronic
14 personal health information. Among other things, it requires the user’s authorized consent in writing
15 before an entity can share this information with third parties. GoodRx’s HeyDoctor homepage
16 displayed a HIPPA seal, purportedly repeating these sentiments that it complied with HIPPA.

17 11. Hirsch further explained in another tweet that same day “I think it’s important to
18 mention that we started GoodRx to help Americans, *not gather data or exploit anyone*” and in
19 another that GoodRx “spend[s] tons of time, energy and resources to protect the limited data we do
20 have. You’re right to be focused on this . . . and so are we.”

21 12. GoodRx’s own policies repeat the same promises about safeguarding users’ data.
22 Between October 2017 and March 2019, GoodRx’s privacy policy stated expressly that “we never
23 provide advertisers or any other third parties any *information that reveals a personal health*
24 *condition or personal health information.*”

25 13. Between October 2017 and December 2019, GoodRx promised that it would only
26 use “personal medical data” such as prescription drug information in “limited cases” as necessary

1 to fulfill the user’s request. For instance, to text or email GoodRx coupons.

2 14. Between October 2017 and October 2019, it promised that when this information
3 was shared in this limited capacity, it “ensures that these third parties are bound to comply with
4 federal standards as to how to treat ‘medical data’ that is linked with your name, contact information
5 and other personal identifiers.”

6 15. And in March of 2019, GoodRx promised that it adheres to the Digital Advertising
7 Alliance principles. These principles state that entities “should not collect and use . . .
8 pharmaceutical prescriptions, or medical records about a specific individual for Online Behavioral
9 Advertising without Consent.”

10 16. Given the nature of this information shared through the GoodRx Platform and
11 GoodRx’s representations, Plaintiff and Class members believed their personal information,
12 including health information relating to their medical conditions, symptoms, and prescriptions,
13 would not be shared or disclosed.

14 17. Unbeknownst to Plaintiff and Class members, this sensitive personal information
15 communicated through the GoodRx Platform, including health information relating to medical
16 treatments and prescriptions, was disclosed to and intercepted by some of the largest advertising and
17 social media companies in the country, including Google, Meta, and Criteo (“Advertising and
18 Analytics Defendants”).

19 18. Through Advertising and Analytics Defendants’ tracking technology incorporated
20 on the GoodRx Platform, including software development kits (“SDK”) and tracking pixels,
21 Defendants Google, Meta, and Criteo knowingly and intentionally intercepted Plaintiff and Class
22 members’ personal information, including health information relating to their medical conditions,
23 symptoms, and prescriptions, communicated through the GoodRx Platform.

24 19. This information was not aggregated or deidentified nor were the Advertising and
25 Analytics Defendants prohibited from using this information for their own benefit. Defendants
26 Google, Meta, and Criteo used this information for their own purposes, including to allow GoodRx
27

1 to advertise on their platforms using GoodRx users' health data.

2 20. Plaintiff Jane Doe provided her personal information, including health data relating
3 to her medical condition and medication history to GoodRx with the expectation that this
4 information would remain confidential and private.

5 21. Defendants' interception of this information without consent constitutes an extreme
6 invasion of Plaintiff's and Class members' privacy. Given the secret and undisclosed nature of
7 Defendants' conduct, additional evidence supporting Plaintiff's claims, including the full extent of
8 medical information Defendants intercepted, and how they used that information, will be revealed
9 in discovery.

10 **PARTIES**

11 **A. Plaintiff**

12 22. **Plaintiff Jane Doe** is a resident of Palm Beach County, Florida.

13 23. Plaintiff used the GoodRx platform on multiple occasions, including in August of
14 2022 to obtain medical treatment and a prescription for a urinary tract infection.

15 24. During the time Plaintiff used the GoodRx Platform, she maintained social media
16 accounts with Facebook and Instagram, and multiple accounts with Google, including Gmail,
17 Google Maps, and YouTube. Plaintiff used the same device to access the GoodRx Platform that she
18 used to access her accounts with Facebook, Instagram, Google Maps, and YouTube.

19 25. To obtain treatment and a prescription for a urinary tract infection through GoodRx,
20 Plaintiff was required to enter her name, email address, phone number, biological sex, address, and
21 payment information. She was also required to complete an online consultation, in which she
22 communicated to GoodRx information about her symptoms and medication history. She paid for
23 these services and received a prescription for an antibiotic through GoodRx.

24 26. Unbeknownst to Plaintiff, Defendant GoodRx disclosed and the Advertising and
25 Analytics Defendants intercepted this information, including her PII, health data, prescription
26 requests, and other activity across the GoodRx Platform.

1 GoodRx’s conduct was intentional despite knowing the privacy violations it caused to Plaintiff and
2 Class members.

3 34. **Defendant Meta Platforms, Inc.** is a Delaware corporation with its principal place
4 of business located in Menlo Park, California.

5 35. Meta at all times knew that the incorporation of its software into the GoodRx
6 Platform would result in its interception of identifiable health information and other sensitive data.

7 36. Meta, as the creator of its SDK and Meta Pixel, knew that it intercepted each of a
8 user’s interactions on the website or mobile application that incorporated this technology.

9 37. Meta has consistently come under scrutiny for incorporating its technology on
10 websites and applications that involve the transmittal of sensitive data, including health information,
11 yet continues to do so.

12 38. For instance, in February 2019, the *Wall Street Journal* published an in-depth
13 analysis of Meta’s collection of sensitive health information using its tracking technology from
14 certain mobile applications. These reports led to a subsequent investigation by the Federal Trade
15 Commission, which confirmed that Meta did in fact collect sensitive health information from a
16 popular women’s health app, including pregnancy data, between June 2016 and February 2019. It
17 also confirmed that Meta went on to use this information for its own research and development. The
18 New York State Department of Financial Services conducted a similar investigation of Meta and
19 reached a similar conclusion, including finding that Meta did not take sufficient steps or precautions
20 to prevent its interception of this kind of information or its use for commercial purposes.

21 39. Further, since at least 2016, Meta has allowed granular ad targeting based on
22 sensitive information collected or received about individuals, including relating to at least breast
23 feeding, ethnicities, religious beliefs, and income levels.

24 40. Despite this, it was not until November 9, 2021 that Meta acknowledged its use of
25 data to target users based on “sensitive” topics, including “health” and how that was problematic.
26 While Meta stated that it would remove this functionality in part, it later clarified that the change
27

1 was limited to individuals’ interactions with “content” on the Facebook platform (i.e., the “Detailed
2 Targeting” option on Facebook) and *did not apply to* data intercepted through Meta Pixel or SDK
3 or collected through other means. Thus, third parties were still permitted to use “website custom
4 audiences” and “lookalike” audiences to target users based on the information Meta intercepted
5 through Meta Pixel and its SDK.

6 41. Further, Meta has acknowledged its interception of sensitive data, including health
7 information, in public statements highlighting its efforts to develop a “Health Terms Integrity
8 System” intended to filter out this type of information and prevent it from entering Meta’s system.

9 42. However, independent investigations have confirmed these data filtration systems
10 are not successful at preventing the interception of health data. For instance, researchers at *The*
11 *Markup* found while investigating the use of Meta Pixel on abortion-related websites that Meta’s
12 purported “filtering” system failed to discard even the most obvious forms of sexual health
13 information, including URLs that included the phrases “post-abortion”, “i-think-im-pregnant” and
14 “abortion-pill.”

15 43. Meta’s own employees have confirmed the same, admitting that Meta lacks the
16 ability to prevent the collection of sensitive health data or its use in ads. For example, Meta engineers
17 on the ad and business product team wrote in a 2021 privacy overview “We do not have an adequate
18 level of control and explainability over how our systems use data, and thus we can’t confidently
19 make controlled policy changes or external commitments such as ‘we will not use X data for Y
20 purpose.’”

21 44. As demonstrated by the continued incorporation of Meta’s tracking technology on
22 the GoodRx Platform, Meta did not take any steps to prevent its interception and use of GoodRx
23 users’ sensitive health data.

24 45. As such, Meta’s conduct was intentional despite knowing the privacy violations it
25 caused to Plaintiff and Class members.

1 claims occurred in this State, including Defendants’ collection and interception of Plaintiff’s
2 sensitive health data from the GoodRx Platform and use of that data for commercial purposes.

3 62. Venue is proper in this District pursuant to 28 U.S.C. §1391(b), (c), and (d) because
4 a substantial portion of the conduct described in this Class Action Complaint was carried out in this
5 District. Furthermore, Defendants GoodRx, Google, and Meta are headquartered in this District and
6 subject to personal jurisdiction in this District.

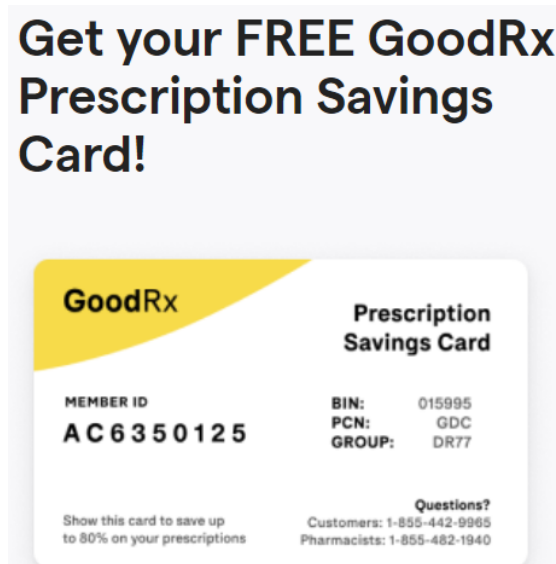
7 63. **Divisional Assignment:** This action arises in San Mateo County, in that a
8 substantial part of the events which give rise to the claims asserted herein occurred in San Mateo
9 County. Pursuant to L.R. 3-2(e), all civil actions that arise in San Mateo County shall be assigned
10 to the San Francisco or Oakland Division.

11 **FACTUAL BACKGROUND**

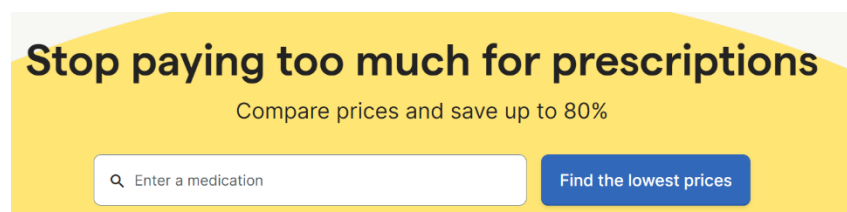
12 **A. The GoodRx Platform**

13 64. GoodRx was founded in 2011 as a prescription coupon company. It has since
14 expanded to provide a number of services, including telehealth and informational material about
15 health conditions and medications.

16 65. To create an account with GoodRx, users must provide their first and last name, email
17 address, and date of birth. Users can also obtain a “GoodRx Prescription Savings Card.” To receive
18 this card users are required to provide their first and last name, address, and email. They can then
19 use this card for discounts on prescriptions at more than 70,000 pharmacies.
20
21
22
23
24
25
26
27

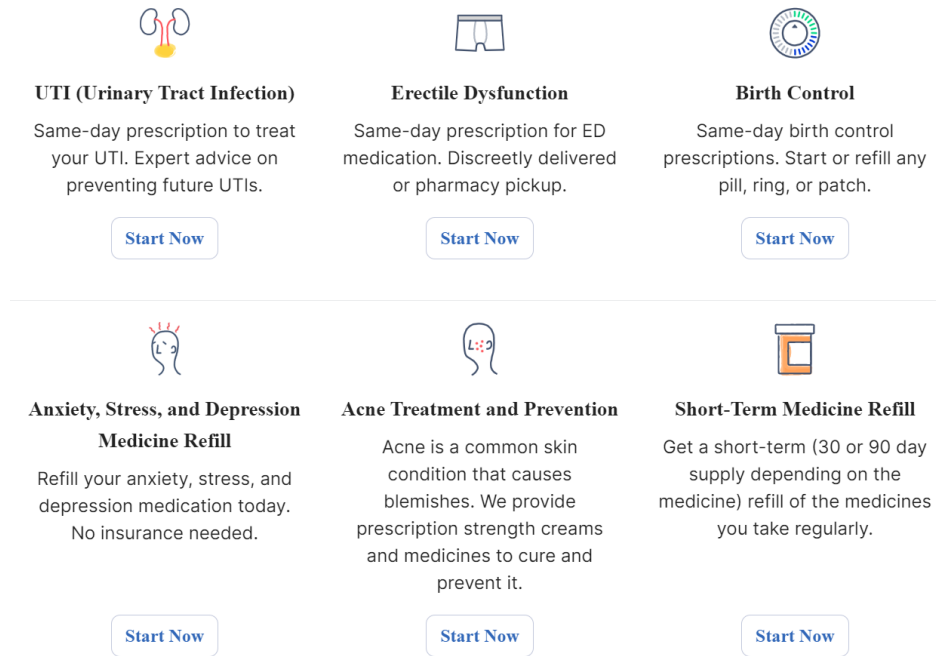
FIGURE 1

66. To search for prescription discounts, a user enters the medication name and selects a local pharmacy. They can then text, email, or print a copy of a GoodRx Coupon to use when picking up the prescription. When a user does so, GoodRx obtains a record of this purchase that includes the user's name, date of birth, and prescription information.

FIGURE 2

67. GoodRx also offers telehealth services through the brand names "HeyDoctor" and GoodRx Care." These services require a user to enter PII, including their first and last name, email address, phone number, biological sex, and current address. The user is then prompted to select the type of treatment they are seeking, such as urinary tract infection, erectile dysfunction, anxiety, depression, acne treatment, birth control, and short-term medication refills.

FIGURE 3



68. Once a treatment is selected, the user is then required to either complete an online consultation and enter information about their symptoms and medication history, or schedule a visit with a provider. They must also provide payment information.

69. GoodRx also offers a paid service called “GoodRx Gold” that is paid on a monthly basis and combines its telehealth and prescription coupon services. Using this membership, GoodRx claims that users can access over 1,000 prescriptions at less than \$10 and arrange visits with “licensed healthcare provider[s]” at just \$19. GoodRx Gold users can also use this service to track their medication purchase history, including the medication name, purchase date, dosage, pharmacy, and prescriber.

B. GoodRx’s Promises to Users

70. Of course, users expect their communications with GoodRx to remain confidential. This is because this information, including health data like whether a person is experiencing a urinary tract infection or needs certain medication, is highly sensitive and private.

1 71. Given this expectation of privacy in this type of sensitive information, it is
2 unsurprising that GoodRx assured users this information would remain confidential.

3 72. GoodRx’s privacy policy reinforces this notion that users’ sensitive data, including
4 health information, would not be shared or used by third parties. For instance, between October
5 2017 and March 2019, GoodRx’s privacy policy stated expressly that “we never provide advertisers
6 or any other third parties any ***information that reveals a personal health condition or personal***
7 ***health information.***”

8 73. Between October 2017 and March 2019, GoodRx’s privacy policy stated expressly
9 that “we never provide advertisers or any other third parties any ***information that reveals a personal***
10 ***health condition or personal health information.***”

11 74. Between October 2017 and December 2019, GoodRx promised that it would only
12 use “personal medical data” such as prescription drug information in “limited cases” as necessary
13 to fulfill the user’s request. For instance, to text or email GoodRx Coupons.

14 75. Between October 2017 and October 2019, it promised that when this information
15 was shared in this limited capacity, it “ensures that these third parties are bound to comply with
16 federal standards as to how to treat ‘medical data’ that is linked with your name, contact information
17 and other personal identifiers.”

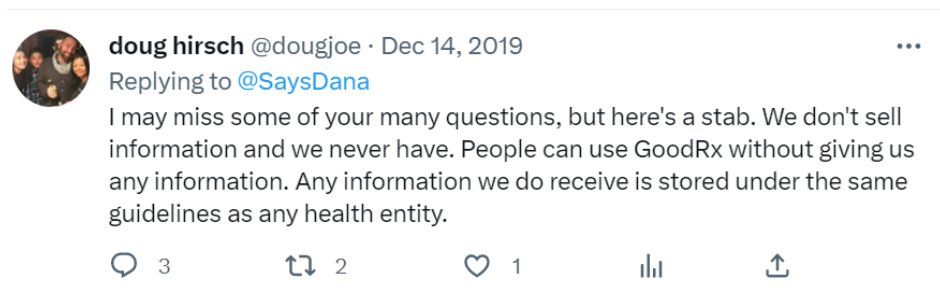
18 76. And in March of 2019, GoodRx promised it adheres to the Digital Advertising
19 Alliance principles. These principles state that entities “should not collect and use . . .
20 pharmaceutical prescriptions, or medical records about a specific individual for Online Behavioral
21 Advertising without Consent.”

22 77. GoodRx’s HeyDoctor privacy policy made similar promises, never disclosing or
23 mentioning that health information would be used or shared with advertisers. Indeed, between
24 October 2018 and July 2020, this policy told users that their information would only be shared to
25 provide access to telehealth services and that GoodRx would obtain users’ consent prior to
26 disclosing it for any other reason. It also displayed a HIPPA seal, representing that its website

1 complied with HIPPA regulations, including the prohibition against sharing health information
2 without written authorization from the user.

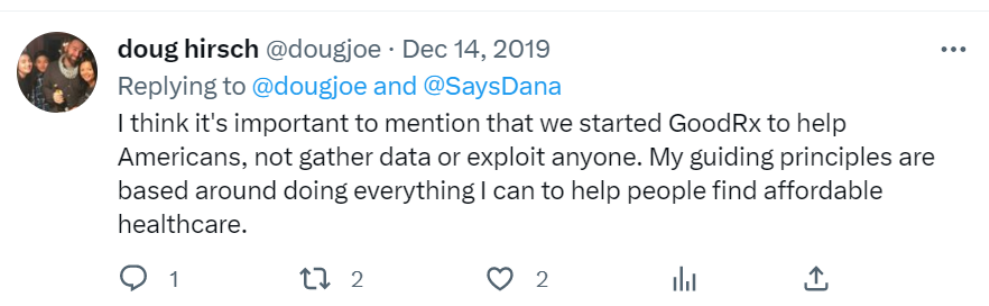
3 78. GoodRx’s co-CEO repeated these same sentiments on a publicly available Twitter
4 account. On December 14, 2019, Doug Hirsch—GoodRx’s co-CEO—tweeted the following:

5 **FIGURE 4**



14 79. He repeated those sentiments in later tweets that same day, reinforcing the notion
15 that users’ sensitive data, including health information, was not shared or exploited.

16 **FIGURE 5**



25 80. Given these representations and the types of services GoodRx provides, users like
26 Plaintiff and Class members expected their data, including health information, and other interactions
27 on the GoodRx Platform, to remain confidential.

28 81. Unfortunately, GoodRx’s assurances were false. Despite these promises, GoodRx
not only disclosed but allowed third parties to intercept highly sensitive personal and medical
information that Plaintiff and Class members entered on the GoodRx Platform, including their PII,
prescriptions and other health information.

Year	Total Revenue	Ad Revenue	% Ad Revenue
2021	\$117.93 billion	\$114.93 billion	97.46%
2020	\$85.97 billion	\$84.17 billion	97.90%
2019	\$70.70 billion	\$69.66 billion	98.52%
2018	\$55.84 billion	\$55.01 billion	98.51%

89. One of Meta’s most powerful advertising tools is Meta Pixel, formerly known as Facebook Pixel, which launched in 2015 and its SDK.

90. Meta touted Meta Pixel as “a new way to report and optimize for conversions, build audiences and get rich insights about how people use your website.” According to Meta, to use Meta Pixel an advertiser need only “place a single pixel across [its] entire website to report and optimize for conversions” so that the advertiser could “measure the effectiveness of [its] advertising by understanding the action people take on [its] website.”

91. The Meta Pixel is a snippet of code embedded on a third-party website that tracks users’ activity as the users navigate through a website. As soon as a user takes any action on a webpage that includes the Meta Pixel, the code embedded in the page re-directs the content of the user’s communication to Meta while the exchange of the communication between the user and website provider is still occurring.

92. Through this technology, Meta intercepts each page a user visits, what buttons they click, as well as specific information they input into the website and what they searched. The Meta Pixel sends each of these pieces of information to Meta with other identifiable information, such as the user’s IP address. Meta stores this data on its own server, in some instances, for years on end.

93. This data is often associated with the individual user’s Facebook account. For example, if the user is logged into their Facebook account when the user visits the GoodRx Platform, Meta receives third-party cookies allowing Meta to link the data collected by Meta Pixel to the specific Facebook user.

94. Meta can also link the data to a specific user through the “Facebook Cookie.” The Facebook Cookie is a workaround to recent cookie-blocking techniques, including one developed by Apple, Inc., to track users, including Facebook users.

1 95. Lastly, Meta can link user data to individual users through identifying information
2 collected through Meta Pixel using what Meta calls “Advanced Matching.” There are two forms of
3 Advanced Matching: manual matching and automatic matching. Using Manual Advanced Matching
4 the website developer manually sends data to Meta to link users. Using Automatic Advanced
5 Matching, the Meta Pixel scours the data it receives to search for recognizable fields, including
6 name and email address to match users to their Facebook accounts.

7 96. Importantly, even if Meta Pixel collects data about a non-Facebook user, Meta still
8 retains and uses the data collected through Meta Pixel in its analytics and advertising services. These
9 non-users are referred to as having “shadow profiles” with Meta.

10 97. At the time Plaintiff Jane Doe used the GoodRx Platform, she maintained active
11 Facebook and Instagram accounts. Plaintiff Jane Doe accessed the GoodRx Platform from the same
12 device she used to visit Facebook and Instagram, and Meta associated the data it collected about her
13 from the GoodRx Platform with her Facebook and Instagram accounts and other PII.

14 98. Meta offers an analogous mobile version of the Meta Pixel known as an SDK to app
15 developers. Meta’s SDK allows app developers “to track events, such as a person installing your
16 app or completing a purchase.” By tracking these events developers can measure ad performance
17 and build audiences for ad targeting.

18 99. Meta’s SDK collects three types of App Events. Automatically Logged Events are
19 “log[] app installs, app sessions, and in-app purchases.” Standard Events are “popular events that
20 Facebook has created for the app.” Custom Events are “events [the app developers] create that are
21 specific to [the] app.” Custom apps events used by GoodRx often included the medication the user
22 took in the name (i.e., “Drug Name” and “Drug Category”).

23 100. Once the data intercepted through the Meta Pixel or SDK is processed, Meta makes
24 this data available through its Events Manager and Ads Manager pages, along with tools and
25 analytics to reach these individuals through future Facebook ads. For instance, this data can be used
26
27

1 to create “custom audiences” to target the user, as well as other Facebook users who match members
2 of the audiences’ criteria.

3 101. In addition to using the data intercepted through Meta Pixel and the SDK to provide
4 analytics services, Meta uses this data to improve its personalized content delivery, advertising
5 network, and machine-learning algorithms, including by improving its ability to identify and target
6 users.

7 102. Meta has no way to limit or prohibit the use of data collected through Meta Pixel and
8 its SDK given Meta’s open systems and advanced algorithms.

9 103. According to leaked internal Meta documents, one employee explained “You pour
10 that ink [i.e., data] into a lake of water . . . at it flows . . . everywhere . . . How do you put that ink
11 back in the bottle? How do you organize it again, such that it only flows to the allowed places in the
12 lake?”

13 104. In these same leaked documents, another employee explained Meta does “not have
14 an adequate level of control and explainability over how our systems use data, and thus we can’t
15 confidently make controlled policy changes or external commitments such as ‘we will not use X
16 data for Y purpose.’ And yet, that is exactly what regulators expect us to do, increasing our risk of
17 mistakes and misrepresentation.” Thus, once the data enters the Meta system, either through its SDK
18 or Pixel, the data can be used for any and all purposes.

19 105. Meta’s own employees confirmed no one at Meta can state confidently where all the
20 data about a user is stored and used. In a recent court hearing as part of the Cambridge Analytica
21 scandal of 2018, Meta’s own engineers testified there was not a “single person” at Meta who could
22 answer that question.

23 106. GoodRx uses at least the Meta Pixel on the GoodRx Platform. As a result, GoodRx
24 disclosed and Meta intercepted users’ interactions on the GoodRx Platform. Meta received at least
25 “Custom Events” named by GoodRx and URLs that disclosed the name of the medication, the health
26 condition relating to that medication, the medication quantity, pharmacy name, and the user’s city,

1 state, zip code, and IP address. Meta also received additional PII, including name, email address,
2 address, phone number, and gender. Meta and GoodRx used this data, as well as other data uploaded
3 directly to Meta by GoodRx, so that GoodRx could run advertisements using its services.

4 107. Plaintiff Jane Doe provided her PII, health information, and other sensitive data to
5 GoodRx to obtain medical treatment and prescriptions. This information was disclosed to and
6 intercepted by Meta.

7 108. Plaintiff Jane Doe did not consent to the interception or disclosure of her data to
8 Meta. GoodRx's disclosure, and Meta's interception, of Plaintiff Jane Doe's PII, health data, and
9 other highly sensitive information without her consent is an invasion of privacy and violates several
10 laws, including the Confidentiality of Medical Information Act ("CMIA") and California Invasion
11 of Privacy Act ("CIPA").

12 **D. Google's Tracking Technology on the GoodRx Platform**

13 109. Google is one of the most valuable publicly traded companies in the world with a
14 market capitalization of over \$1 trillion dollars. Google fancies itself a "tech" company, but Google,
15 at its core, is an advertising company.

16 110. Google "make[s] money" from "advertising products [that] deliver relevant ads at
17 just the right time," generating "revenues primarily by delivering both performance advertising and
18 brand advertising."¹ In 2020, Google generated \$146.9 billion in advertising revenue, which
19 amounted to more than 80 percent of Google's total revenues for the year. Google generated an even
20 higher percentage of its total revenues from advertising in prior years:

Year	Total Revenue	Ad Revenue	% Ad Revenue
2021	\$257.6 billion	\$209.5	81.33%
2020	\$182.5 billion	\$146.9 billion	80.49%
2019	\$161.9 billion	\$134.8 billion	83.29%
2018	\$136.8 billion	\$116.5 billion	85.12%

25 _____
26 ¹ ALPHABET INC., ANNUAL REPORT (FORM 10-K) (Feb. 2, 2021), available at
<https://www.sec.gov/Archives/edgar/data/1652044/000165204421000010/goog-20201231.htm>.

1 111. Google offers several analytics products, including SDKs and a tracking pixel, which
2 exist solely to help drive ad revenue. For instance, Google’s SDK and pixel integrate with Google’s
3 advertising offerings, such as Google Ads, Search Ads 360, Google Cloud, and Google Ad Manager,
4 to direct more individuals to use Google’s ad network and products increasing Google’s overall ad
5 revenue. Products like Google’s SDK and its tracking pixel also improve the company’s advertising
6 network and capabilities by providing more wholesome profiles and data points on individuals.

7 112. One of these SDKs and tracking pixels is Google Analytics. Google first launched a
8 version of Google Analytics in 2005 as a tool for website traffic analysis. In 2007, Google launched
9 Google Analytics Synchronous code with new tracking functionality, such as the ability to track
10 commerce transactions. Two years later, Google launched the Google Analytics Asynchronous
11 code, which allowed webpages to load faster and improved data collection and accuracy.

12 113. Google continued updating its analytics platform, launching Universal Analytics in
13 2012. Universal Analytics offered new tracking codes and tools that provided more in-depth
14 information about user behavior. Also, Universal Analytics enabled tracking the same user across
15 multiple devices through its addition of the User-ID feature, which “associate[s] a persistent ID for
16 a single user with that user’s engagement data from one or more sessions initiated from one or more
17 devices.”

18 114. In 2020, Google launched Google Analytics 4, a platform combining Google
19 Analytics with Firebase to analyze both app and web activity.

20 115. Since launching Google Analytics, Google has become one of the most popular web
21 analytics platforms on the internet. Indeed, Google had a \$62.6 billion dollar increase in advertising
22 revenues in 2021, compared to 2020, after launching its most recent version of Google Analytics.

23 116. Google touts Google Analytics as a marketing platform that offers “a complete
24 understanding of your customers across devices and platforms.”² It allows companies and

25 _____
26 ² *Analytics*, GOOGLE, <https://marketingplatform.google.com/about/analytics/> (last visited Jan. 10,
2023).

1 advertisers that utilize it to “understand how your customers interact across your sites and apps,
2 throughout their entire lifestyle,” “uncover new insights and anticipate future customer actions with
3 Google’s machine learning to get more value out of your data,” “take action to optimize marketing
4 performance with integrations across Google’s advertising and publisher tools,” and “quickly
5 analyze your data and collaborate with an easy-to-use interface and shareable reports.”³

6 117. Google Analytics is incorporated into third-party websites and apps by adding a
7 small piece of JavaScript measurement code to each page on the site. This code immediately
8 intercepts a user’s interaction with the webpage every time the user visits it, including what pages
9 they visit and what they click on. The code also collects identifiable information, such as the IP
10 address and Client ID.

11 118. Once the code collects the data, it packages the information and sends it to Google
12 Analytics for processing. Google Analytics also allows the company or advertiser to customize the
13 processing of the data, such as applying filters. Once the data is processed, it is stored on a Google
14 Analytics database and cannot be changed.

15 119. After the data has been processed and stored in the database, Google uses this data
16 to generate reports to help analyze the data from the webpages. These include reports on acquisition
17 (e.g., information about where your traffic originates, the methods by which users arrive at your site
18 or app, and the marketing efforts you use to drive traffic), engagement (e.g., measure user
19 engagement by the events and conversion events that users trigger and the web pages and app
20 screens that user visits, and demographics (e.g., classify your users by age, location, language, and
21 gender, along with interests they express through their online browsing and purchase activities).

22 120. In addition to using the data collected through Google Analytics to provide marketing
23 and analytics services, Google also uses the data collected through Google Analytics to improve its
24 ad targeting capabilities and data points on users.

25
26 ³ *Id.*

1 128. Plaintiff Jane Doe provided her PII, health information, and other sensitive data to
2 GoodRx to obtain medical treatment and prescriptions. This information was disclosed to and
3 intercepted by Criteo.

4 129. Plaintiff Jane Doe did not consent to the interception or disclosure of her data to
5 Criteo. GoodRx's disclosure, and Google's interception, of Plaintiff Jane Doe's PII, health data,
6 and other highly sensitive information without her consent is an invasion of privacy and violates
7 several laws, including the CMIA and CIPA.

8 **F. Plaintiff and Class Members Do Not Consent to Defendants' Conduct**

9 130. Plaintiff and Class members had no way of knowing that GoodRx was disclosing,
10 and the Advertising and Analytics Defendants were intercepting, their communications when
11 interacting with the GoodRx Platform, because their software is inconspicuously incorporated in the
12 background.

13 131. This conduct is all the more egregious given the nature of the information entered
14 into the GoodRx Platform, e.g., PII, requests for prescriptions, and identifiable medical information,
15 among other things. Plaintiff and Class members would not expect this information would be
16 disclosed or intercepted without their consent.

17 132. This is especially true given GoodRx's consistent representations that this
18 information would remain private and confidential. For instance, between October 2017 and March
19 2019, GoodRx's privacy policy stated expressly that "we never provide advertisers or any other
20 third parties any *information that reveals a personal health condition or personal health*
21 *information.*"

22 133. Accordingly, Plaintiff and Class members did not consent to Defendants' conduct.

23 **G. Plaintiff and Class Members have a Reasonable Expectation of Privacy in their**
24 **User Data**

25 134. Plaintiff and Class members have a reasonable expectation of privacy in their
26 communications on the GoodRx Platform, including their health information.

1 135. Privacy polls and studies uniformly show that the overwhelming majority of
2 Americans consider one of the most important privacy rights to be the need for an individual’s
3 affirmative consent before a company collects and shares its customers’ personal data.

4 136. For example, a recent study by *Consumer Reports* shows that 92% of Americans
5 believe that internet companies and websites should be required to obtain consent before selling or
6 sharing consumers’ data, and the same percentage believe internet companies and websites should
7 be required to provide consumers with a complete list of the data that has been collected about them.
8 Moreover, according to a study by *Pew Research Center*, a majority of Americans, approximately
9 79%, are concerned about how data is collected about them by companies.

10 137. Users act consistent with these preferences. Following a new rollout of the iPhone
11 operating software—which asks users for clear, affirmative consent before allowing companies to
12 track users—85% of worldwide users and 94% of U.S. users chose not to share data when prompted.

13 138. Another recent study by DataGrail revealed that 67% of people were willing to pay
14 \$100 or more annually to keep their information out of the hands of companies and the government.
15 The same study revealed that 75% of people would abandon brands that do not take care of their
16 data.

17 139. Other privacy law experts have expressed concerns about the disclosure to third
18 parties of a users’ intimate health data. For example, Dena Mendelsohn—the former Senior Policy
19 Counsel at Consumer Reports and current Director of Health Policy and Data Governance at Elektra
20 Labs—explained that having your personal health information disseminated in ways you are
21 unaware of could have serious repercussions, including affecting your ability to obtain life insurance
22 and how much you pay for that coverage, increase the rate you’re charged on loans, and leave you
23 vulnerable to workplace discrimination.

24 140. Defendants’ surreptitious disclosure and interception of Plaintiff and Class members’
25 privacy communications, including PII, health information, and other sensitive data violates
26 Plaintiff’s and Class members’ privacy interests.

1 147. For instance, between August 2017 and March 2018, GoodRx served targeted
2 advertisements based on users who viewed drug pages for Losartan, Amlodipine, Zolpidem,
3 Topiramate, and Quetiapine, respectively.

4 148. Between November 1, 2018 and February 29, 2019, GoodRx targeted users who
5 visited HeyDoctor’s webpages for sexually transmitted diseases.

6 149. Between July 22 and August 4, 2019, GoodRx targeted users who viewed GoodRx
7 Coupons for Lipitor, Lisinopril, Neurontin, Prednisone, and Zithromax. The ads featured those
8 prescriptions.

9 150. In August 2019 GoodRx ran a campaign using Meta’s services based on users who
10 had purchased prescriptions for Lisinopril, Azithromycin, Atorvastatin, or Prednisone. Each of these
11 users were grouped into a Custom Audience based on which of these prescriptions they used, titled
12 “lisinopril claims” “atorvastatin claims” “azith claims” and “pred claims.”

13 151. Between November 1 and December 6, 2019, GoodRx targeted users who visited
14 HeyDoctor’s webpages for erectile dysfunction with advertisements promoting prescriptions for this
15 condition.

16 152. Between January 9, 2020 and February 25, 2020, GoodRx targeted users who had
17 viewed GoodRx Coupons for Cialis or Sildenafil.

18 153. In January 2020, GoodRx targeted users who viewed GoodRx Coupons for birth
19 control, and in February 2020 it targeted users who accessed GoodRx Coupons for Cialis or
20 Sildenafil with advertisements for Viagra.

21 154. The above list, while not exhaustive, details the extreme abuses by GoodRx and
22 Advertising and Analytics Defendants of Plaintiff’s sensitive data.

23 **TOLLING, CONCEALMENT, AND ESTOPPEL**

24 155. The applicable statutes of limitation have been tolled as a result of Defendants’
25 knowing and active concealment and denial of the facts alleged herein.

1 156. Defendant GoodRx secretly incorporated the Advertising and Analytics Defendants’
2 software into the GoodRx Platform, providing no indication to users that they were interacting with
3 sites that shared their data, including PII and health data, with third parties.

4 157. Defendants had exclusive knowledge that the GoodRx Platform incorporated the
5 Advertising and Analytics Defendants’ software, yet failed to disclose that fact to users, or that by
6 interacting with the GoodRx Platform Plaintiff and Class members’ sensitive data, including PII and
7 health data, would be disclosed to and intercepted by third parties

8 158. Plaintiff and Class members could not with due diligence have discovered the full
9 scope of Defendants’ conduct, including because it is highly technical and there were no disclosures
10 or other indication that would inform a reasonable consumer that GoodRx was disclosing and third
11 parties were intercepting data from the GoodRx Platform.

12 159. The earliest Plaintiff and Class members could have known about Defendants’
13 conduct was shortly before the filing of this Complaint.

14 160. Defendants were under a duty to disclose the nature and significance of their data
15 collection practices but did not do so. Defendants are therefore estopped from relying on any statute
16 of limitations under the discovery rule.

17 161. Additionally, Defendants engaged in fraudulent conduct to prevent Plaintiff and
18 Class members from discovering the disclosure and interception of their data. GoodRx misled
19 Plaintiff and Class members to believe their data, including health data and PII, would not be
20 disclosed or intercepted.

21 162. GoodRx represented to Plaintiff and Class members that it complied with HIPPA. It
22 also promised Plaintiff and Class members that their data would not be disclosed or used for
23 advertising.

24 163. Plaintiff and Class members were not aware that Defendants disclosed and
25 intercepted their data, including PII and health information.

26
27
28

1 164. Plaintiff and Class members exercised due diligence to uncover the facts alleged
2 herein and did not have actual or constructive knowledge of Defendants' misconduct by virtue of
3 their fraudulent concealment.

4 165. Accordingly, all statutes of limitations are tolled under the doctrine of fraudulent
5 concealment.

6 **CLASS ACTION ALLEGATIONS**

7 166. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23
8 individually and on behalf of the following Class:

9 **Nationwide Class:** All natural persons in the United States who used the GoodRx
10 Platform and whose communications and/or data were shared with third parties,
including the Advertising and Analytics Defendants.

11 167. Excluded from the Class are: (1) any Judge or Magistrate presiding over this action
12 and any members of their immediate families; (2) the Defendants, Defendants' subsidiaries,
13 affiliates, parents, successors, predecessors, and any entity in which the Defendants or their parents
14 have a controlling interest and their current or former employees, officers, and directors; and
15 (3) Plaintiff's counsel and Defendants' counsel.

16 168. **Numerosity:** The exact number of members of the Class is unknown and unavailable
17 to Plaintiff at this time, but individual joinder in this case is impracticable. The Class likely consists
18 of millions of individuals, and the members can be identified through GoodRx's records.

19 169. **Predominant Common Questions:** The Class's claims present common questions
20 of law and fact, and those questions predominate over any questions that may affect individual Class
21 members. Common questions for the Class include, but are not limited to, the following:

- 22 • Whether Defendants violated Plaintiff's and Class members' privacy rights;
 - 23 • Whether Defendants' acts and practices violated the Common Law Invasion of
24 Privacy;
 - 25 • Whether Defendants were unjustly enriched;
- 26

- 1 • Whether Defendants' acts and practices violated California's Confidentiality of
- 2 Medical Information Act, Civil Code §§ 56, *et seq.*;
- 3 • Whether Defendants' acts and practices violated the California Invasion of
- 4 Privacy Act, Cal. Penal Code §§ 630, *et seq.*;
- 5 • Whether Plaintiff and the Class members are entitled to equitable relief,
- 6 including but not limited to, injunctive relief, restitution, and disgorgement; and
- 7 • Whether Plaintiff and the Class members are entitled to actual, statutory, punitive
- 8 or other forms of damages, and other monetary relief.

9 170. **Typicality:** Plaintiff's claims are typical of the claims of the other members of the
10 Class. The claims of Plaintiff and the members of the Class arise from the same conduct by
11 Defendants and are based on the same legal theories.

12 171. **Adequate Representation:** Plaintiff has and will continue to fairly and adequately
13 represent and protect the interests of the Class. Plaintiff has retained counsel competent and
14 experienced in complex litigation and class actions, including litigations to remedy privacy
15 violations. Plaintiff has no interest that is antagonistic to the interests of the Class, and Defendants
16 have no defenses unique to any Plaintiff. Plaintiff and their counsel are committed to vigorously
17 prosecuting this action on behalf of the members of the Class, and they have the resources to do so.
18 Neither Plaintiff nor their counsel have any interest adverse to the interests of the other members of
19 the Class.

20 172. **Substantial Benefits:** This class action is appropriate for certification because class
21 proceedings are superior to other available methods for the fair and efficient adjudication of this
22 controversy and joinder of all members of the Class is impracticable. This proposed class action
23 presents fewer management difficulties than individual litigation, and provides the benefits of single
24 adjudication, economies of scale, and comprehensive supervision by a single court. Class treatment
25 will create economies of time, effort, and expense and promote uniform decision-making.

1 173. Plaintiff reserves the right to revise the foregoing class allegations and definitions
2 based on facts learned and legal developments following additional investigation, discovery, or
3 otherwise.

4 **CALIFORNIA LAW APPLIES TO THE ENTIRE CLASS**

5 174. California substantive laws apply to every member of the Class. California's
6 substantive laws may be constitutionally applied to the claims of Plaintiff and the Classes under the
7 Due Process Clause, 14th Amend. § 1, and the Full Faith and Credit Clause, Art. IV. § 1 of the U.S.
8 Constitution. California has significant contact, or significant aggregation of contacts, to the claims
9 asserted by Plaintiff and Class members, thereby creating state interests to ensure that the choice of
10 California state law is not arbitrary or unfair.

11 175. GoodRx, Meta, and Google maintain their principal places of business in California
12 and conduct substantial business in California, such that California has an interest in regulating
13 GoodRx, Meta, and Google's conduct under its laws. Google and Meta also each selected California
14 law as the law to govern all disputes with their customers in their respective terms of service.
15 Defendants GoodRx, Meta, and Google's decision to reside in California and avail themselves of
16 California's laws, renders the application of California law to the claims herein constitutionally
17 permissible.

18 176. The application of California laws to the Class is also appropriate under California's
19 choice of law rules because California has significant contacts to the claims of Plaintiff and the
20 proposed Classes, and California has a greater interest in applying its laws here given Defendants'
21 locations and the location of the conduct at issue than any other interested state.

22 **CLAIMS FOR RELIEF**

23 **FIRST CLAIM FOR RELIEF**

24 **Violation of Common Law Invasion of Privacy – Intrusion Upon Seclusion**
25 **(On Behalf of the Plaintiff and the Class)**
26 **(Against all Defendants)**

27 177. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
28 the same force and effect as if fully restated herein.

1 178. A Plaintiff asserting claims for intrusion upon seclusion must plead (1) that the
2 defendant intentionally intruded into a place, conversation, or matter as to which Plaintiff has a
3 reasonable expectation of privacy; and (2) that the intrusion was highly offensive to a reasonable
4 person.

5 179. GoodRx’s disclosure of Plaintiff’s and Class members’ sensitive data, including PII,
6 health information, prescription requests and other interactions on the GoodRx Platform, to third
7 parties like the Advertising and Analytics Defendants constitutes an intentional intrusion upon
8 Plaintiff’s and Class members’ solitude or seclusion.

9 180. Plaintiff and Class members had a reasonable expectation of privacy in the health
10 information and other personal data that GoodRx disclosed to third parties. Plaintiff’s health
11 information, prescription requests, and other interactions with the GoodRx Platform are inherently
12 sensitive in nature. Plaintiff and Class members reasonably expected this information would remain
13 private and confidential and would not be disclosed to third parties without their consent.

14 181. This expectation is especially heightened given GoodRx’s consistent representations
15 to users that this information would be safeguarded and not disclosed to third parties like Meta,
16 Google, and Criteo.

17 182. GoodRx promised that it would only use personal medical data such as prescription
18 drug information in “limited cases” as necessary to fulfill the user’s request. For instance, to text or
19 email GoodRx Coupons.

20 183. Indeed, in March of 2019, GoodRx promised it adheres to the Digital Advertising
21 Alliance principles. These principles state that entities “should not collect and use . . .
22 pharmaceutical prescriptions, or medical records about a specific individual for Online Behavioral
23 Advertising without Consent.”

24 184. And its co-CEO publicly made similar statements, tweeting “People can use
25 GoodRx without giving us any information. Any information we do receive is stored under the *same*
26 *guidelines as any health entity.*”

1 185. Given these representations, and the nature of the data GoodRx received, Plaintiff
2 and Class members had a reasonable expectation of privacy in their data relating to their use of the
3 GoodRx Platform and expected this information would not be disclosed.

4 186. Plaintiff and Class members did not consent to, authorize, or know about GoodRx’s
5 intrusion at the time it occurred. Accordingly, Plaintiff and Class members never agreed that
6 GoodRx could disclose their data to third parties.

7 187. The surreptitious disclosure of sensitive data, including PII and health information
8 from millions of individuals was highly offensive because it violated expectations of privacy that
9 have been established by social norms. Privacy polls and studies show that the overwhelming
10 majority of Americans believe one of the most important privacy rights is the need for an
11 individual’s affirmative consent before personal data is collected or shared.

12 188. The offensiveness of this conduct is all the more apparent because GoodRx’s
13 disclosure of this information was conducted in secret in a manner that Plaintiff and Class members
14 would be unable to detect through the incorporation of highly technical SDKs and pixels that was
15 contrary to the actual representations made by GoodRx.

16 189. As a result of GoodRx’s actions, Plaintiff and Class members have suffered harm
17 and injury, including but not limited to an invasion of their privacy rights.

18 190. Plaintiff and Class members have been damaged as a direct and proximate result of
19 GoodRx’s invasion of their privacy and are entitled to just compensation, including monetary
20 damages.

21 191. Plaintiff and Class members seek appropriate relief for that injury, including but not
22 limited to damages that will reasonably compensate Plaintiff and Class members for the harm to
23 their privacy interests as well as a disgorgement of profits made by GoodRx as a result of its
24 intrusions upon Plaintiff’s and Class members’ privacy.

25 192. Plaintiff and Class members are also entitled to punitive damages resulting from the
26 malicious, willful, and intentional nature of GoodRx’s actions, directed at injuring Plaintiff and
27

1 Class members in conscious disregard of their rights. Such damages are needed to deter Defendants
2 from engaging in such conduct in the future.

3 193. Plaintiff also seeks such other relief as the Court may deem just and proper.

4 **SECOND CLAIM FOR RELIEF**
5 **Violation of Common Law Invasion of Privacy – Intrusion Upon Seclusion**
6 **(On Behalf of the Plaintiff and the Class)**
7 **(Against Advertising and Analytics Defendants)**

8 194. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
9 the same force and effect as if fully restated herein.

10 195. A Plaintiff asserting claims for intrusion upon seclusion must plead (1) that the
11 defendant intentionally intruded into a place, conversation, or matter as to which Plaintiff have a
12 reasonable expectation of privacy; and (2) that the intrusion was highly offensive to a reasonable
13 person.

14 196. Advertising and Analytics Defendants’ surreptitious interception, storage, and use of
15 Plaintiff and Class members’ interactions and communications with the GoodRx Platform, including
16 PII, health information, and prescription requests, constitutes an intentional intrusion upon Plaintiff
17 and Class members’ solitude or seclusion.

18 197. Plaintiff and Class members expected this information to remain private and
19 confidential given the nature of the GoodRx Platform, which is primarily used to receive medical
20 advice, treatment, prescriptions, and prescription coupons.

21 198. This expectation is especially heightened given GoodRx’s consistent representations
22 that this data would remain confidential. Plaintiff and Class members did not expect third parties,
23 and specifically Advertising and Analytics Defendants, to secretly intercept this information and
24 their communications.

25 199. Plaintiff and Class members did not consent to, authorize, or know about Advertising
26 and Analytics Defendants’ intrusion at the time it occurred. Plaintiff and Class members never
27 agreed that Advertising and Analytics Defendants could intercept, store, and use this data.

1 California and every other state for Defendants to be permitted to retain any of the profit or other
2 benefits they derived from the unfair and unconscionable methods, acts, and trade practices alleged
3 in this Complaint.

4 216. Defendants should be compelled to disgorge in a common fund for the benefit of
5 Plaintiff and Class members all unlawful or inequitable proceeds that Defendants received, and such
6 other relief as the Court may deem just and proper.

7 **FOURTH CLAIM FOR RELIEF**
8 **Violation of California Confidentiality of Medical Information Act (“CMIA”)**
9 **Civil Code Section 56.06**
10 **(On Behalf of Plaintiff and the Class)**
11 **(Against GoodRx)**

12 217. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
13 the same force and effect as if fully restated herein.

14 218. GoodRx is a provider of healthcare under Cal. Civ. Code Section 56.06, subdivisions
15 (a) and (b), because the GoodRx Platform maintains medical information and offers software to
16 consumers that is designed to maintain medical information for the purposes of allowing its users
17 to manage their information or make the information available to a health care provider, or for the
18 diagnoses, treatment, or management of a medical condition.

19 219. GoodRx is therefore subject to the requirements of the CMIA and obligated under
20 Section 56.06 subdivision (e) to maintain the same standards of confidentiality required of a provider
21 of health care with respect to medical information that it maintains on behalf of users.

22 220. The CMIA defines medical information to mean any “individually identifiable
23 information” in possession of or derived from “a provider of health care, health care service plan,
24 pharmaceutical company, or contractor regarding a patient’s medical history, mental or physical
25 condition, or treatment.” As explained above, the information GoodRx maintained and disclosed is
26 medical information because it is identifiable information relating to patient’s medical histories,
27 conditions, treatments, and prescriptions.

1 221. GoodRx violated Cal. Civ. Code Section 56.06(e) because it did not maintain the
2 confidentiality of users' medical information. GoodRx disclosed to third parties Plaintiff's and Class
3 members' medical information without consent, including information concerning medications they
4 were taking or were prescribed.

5 222. GoodRx shared this identifiable information with third parties, including Meta,
6 Google, and Criteo and whose primary business includes selling advertisements, analytics, or other
7 insights based on the data they obtain about individuals, and using such data to improve their
8 products, services, and algorithms.

9 223. GoodRx knowingly and willfully disclosed medical information without consent to
10 Advertising and Analytics Defendants for financial gain. Namely, to sell more products, advertise,
11 obtain analytics, and improve the GoodRx Platform, in violation of Cal. Civ. Code Section 56.06(e).
12 GoodRx's conduct was knowing and willful as they were aware that Advertising and Analytics
13 Defendants would obtain all user data input while using their sites, yet intentionally embedded
14 Advertising and Analytics Defendants' code anyway.

15 224. At the very least, GoodRx negligently disclosed medical information to Advertising
16 and Analytics Defendants in violation of Cal. Civ. Code Section 56.06(e).

17 225. Accordingly, Plaintiff and Class members are entitled to: (1) nominal damages of
18 \$1,000 per violation; (2) actual damages, in an amount to be determined at trial; (3) statutory
19 damages pursuant to Cal. Civ. Code Section 56.36(c); and reasonable attorneys' fees and other
20 litigation costs reasonably incurred.

21 **FIFTH CLAIM FOR RELIEF**
22 **Violation of CMIA**
23 **Civil Code Section 56.101**
24 **(On Behalf of Plaintiff and the Class)**
25 **(Against GoodRx)**

26 226. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
27 the same force and effect as if fully restated herein.

1 227. Cal. Civ. Code Section 56.101 (a) requires that every provider of health care “who
2 creates, maintains, preserves, stores, abandons, destroys, or disposes of medical information shall
3 do so in a manner that preserves the confidentiality of the information contained therein.”

4 228. Any health care provider who “negligently creates, maintains, preserves, stores,
5 abandons, destroys, or disposes of medical information shall be subject to remedies and penalties
6 provided under subdivisions (b) and (c) of Section 56.36[.]”

7 229. GoodRx is a provider of health care who creates, maintains, preserves, stores,
8 abandons, destroys, or disposes of medical information.

9 230. GoodRx failed to maintain, preserve, and store medical information in a manner that
10 preserves the confidentiality of the information contained therein because it disclosed to Advertising
11 and Analytics Defendants, Plaintiff’s and Class members’ medical information, including
12 information concerning medications they were taking or were prescribed.

13 231. GoodRx’s failure to maintain, preserve, and store medical information in a manner
14 that preserves the confidentiality of the information was, at the least, negligent and violates Cal.
15 Civ. Code Section 56.101 (a).

16 232. Accordingly, Plaintiff and Class members are entitled to: (1) nominal damages of
17 \$1,000 per violation; (2) actual damages, in an amount to be determined at trial; (3) statutory
18 damages pursuant to Cal. Civ. Code Section 56.36(c); and reasonable attorneys’ fees and other
19 litigation costs reasonably incurred.

20 **SIXTH CLAIM FOR RELIEF**
21 **Violation of CMIA**
22 **Civil Code Section 56.10**
23 **(On Behalf of Plaintiff and the Class)**
24 **(Against GoodRx)**

25 233. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
26 the same force and effect as if fully restated herein.

27 234. Cal. Civ. Code Section 56.10 (a) prohibits a health care provider from disclosing
28 medical information without first obtaining an authorization, unless a statutory exception applies.

1 235. GoodRx disclosed medical information without first obtaining authorization when it
2 disclosed to third parties Advertising and Analytics Defendants Plaintiff's and Class members' data,
3 including PII and prescription requests. No statutory exception applies.

4 236. GoodRx knowingly and willfully disclosed medical information without consent to
5 Advertising and Analytics Defendants for financial gain. Namely, to market and advertise its
6 services, or to allow others to market and advertise its services, in violation of Cal. Civ. Code Section
7 56.10, subdivision (a).

8 237. At the very least, GoodRx negligently disclosed medical information in violation of
9 Cal. Civ. Code Section 56.10, subdivision (a) through the unauthorized disclosure of Plaintiff's and
10 Class members' sensitive medical information.

11 238. Accordingly, Plaintiff and Class members are entitled to: (1) nominal damages of
12 \$1,000 per violation; (2) actual damages, in an amount to be determined at trial; (3) statutory
13 damages pursuant to Cal. Civ. Code Section 56.35; and reasonable attorneys' fees and other
14 litigation costs reasonably incurred.

15 **SEVENTH CLAIM FOR RELIEF**
16 **Aiding and Abetting Violation of CMIA**
17 **Civil Code Section 56.06, 56.101, 56.10**
18 **(On Behalf of Plaintiff and the Class)**
19 **(Against Advertising and Analytics Defendants)**

20 239. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
21 the same force and effect as if fully restated herein.

22 240. As set forth herein, GoodRx's disclosure of Plaintiff's and Class members medical
23 information violates the CMIA.

24 241. By contracting with GoodRx to receive and use Plaintiff's and Class members' data
25 and communications, including medical information, as well as providing the means to accomplish
26 this objective, Advertising and Analytics Defendants acted intentionally or alternatively, with
27 knowledge that GoodRx's misappropriation of Plaintiff's and Class members' medical information
28 was a violation of the CMIA.

1 development of new devices and techniques for the purpose of eavesdropping upon private
2 communications and that the invasion of privacy resulting from the continual and increasing use of
3 such devices and techniques has created a serious threat to the free exercise of personal liberties and
4 cannot be tolerated in a free and civilized society.” *Id.* § 630. Thus, the intent behind CIPA is “to
5 protect the right of privacy of the people of this state.” *Id.*

6 256. Cal. Penal Code § 631 imposes liability on any person who “by means of any
7 machine, instrument, contrivance, or in any other manner” (1) “intentionally taps, or makes any
8 unauthorized connection . . . with any telegraph or telephone wire, line, cable, or instrument,” (2)
9 “willfully and without the consent of all parties to the communication, or in any unauthorized
10 manner, reads or attempts to read, or to learn the contents or meaning of any message, report, or
11 communication while the same is in transit or passing over any wire, line, or cable, or is being sent
12 from, or received at any place within [the state of California],” (3) “uses, or attempts to use, in any
13 manner, or for any purpose, or to communicate in any way, any information so obtained,” or (4)
14 “aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or
15 cause to be done any of the acts or things mentioned above in this section.”

16 257. Defendants are persons for purposes of § 631.

17 258. Defendants GoodRx, Meta, and Google maintain their principal places of business
18 in California, where they designed, contrived, agreed, conspired, effectuated, and/or received the
19 interception and use of the contents of Plaintiff and Class members’ communications. Additionally,
20 Google and Meta have adopted California substantive law to govern their relationship with users.

21 259. The Advertising and Analytics Defendants’ technology (i.e., SDKs and pixels),
22 Plaintiff’s and Class members’ browsers and mobile applications, and Plaintiff’s and Class
23 members’ computing and mobile devices are a “machine, instrument, contrivance, or . . . other
24 manner.”

25 260. At all relevant times, the Advertising and Analytics Defendants, through their SDKs
26 and pixels, intentionally tapped or made unauthorized connections with, the lines of internet
27

1 communication between Plaintiff and Class members and GoodRx's website and app without the
2 consent of all parties to the communication.

3 261. The Advertising and Analytics Defendants, willfully and without the consent of
4 Plaintiff and Class members, read or attempt to read, or learn the contents or meaning of Plaintiff
5 and Class members' communications to GoodRx while the communications are in transit or passing
6 over any wire, line or cable, or were being received at any place within California when it intercepted
7 Plaintiff and Class members' communications and data with GoodRx, which is headquartered in
8 California, in real time.

9 262. The Advertising and Analytics Defendants used or attempted to use the
10 communications and information they received through their tracking technology, including to
11 supply analytics and advertising services.

12 263. By incorporating the Advertising and Analytics Defendants' technology on its
13 website, GoodRx aided, agreed with, employed, and conspired with Advertising and Analytics
14 Defendants to carry out the wrongful conduct alleged herein.

15 264. The interception of Plaintiff's and Class members' communications was without
16 authorization and consent from the Plaintiff and Class members. Accordingly, the interception was
17 unlawful and tortious.

18 265. Plaintiff and the Class members seek statutory damages in accordance with
19 § 637.2(a), which provides for the greater of: (1) \$5,000 per violation; or (2) three times the amount
20 of damages sustained by Plaintiff and the Class in an amount to be proven at trial, as well as
21 injunctive or other equitable relief.

22 266. Plaintiff and Class members have also suffered irreparable injury from these
23 unauthorized acts. Plaintiff's and Class members' sensitive data has been disclosed, viewed, stored,
24 and used by Advertising and Analytics Defendants, have not been destroyed, and due to the
25 continuing threat of such injury, Plaintiff and Class members have no adequate remedy at law and
26 are entitled to injunctive relief.

TENTH CLAIM FOR RELIEF

Violation of CIPA

Cal. Penal Code § 632

(On Behalf of Plaintiff and the Class and Subclass)

(Against Advertising and Analytics Defendants)

1
2
3
4 267. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
5 the same force and effect as if fully restated herein.

6 268. Cal. Penal Code § 632 prohibits “intentionally and without the consent of all parties
7 to a confidential communication,” the “use[] [of] an electronic amplifying or recording device to
8 eavesdrop upon or record the confidential communication”.

9 269. Section 632 defines “confidential communication” as “any communication carried
10 on in circumstances as may reasonably indicate that any party to the communication desires it to be
11 confined to the parties thereto[.]”

12 270. Plaintiff and Class members’ communications to GoodRx, including their sensitive
13 medical information including information concerning medications they were taking or were
14 prescribed, their medical histories, allergies, and answers to other health-related questions, were
15 confidential communications for purposes of § 632, because Plaintiff and Class members had an
16 objectively reasonable expectation of privacy in this data.

17 271. Plaintiff and Class members expected their communications to GoodRx to be
18 confined to GoodRx in part, because of GoodRx’s consistent representations that these
19 communications would remain confidential. Plaintiff and Class members did not expect third
20 parties, and specifically Advertising and Analytics Defendants, to secretly eavesdrop upon or record
21 this information and their communications.

22 272. The Advertising and Analytics Defendants’ tracking technology, i.e., SDKs and
23 pixels, are all electronic amplifying or recording devices for purposes of § 632.

24 273. By contemporaneously intercepting and recording Plaintiff’s and Class members’
25 confidential communications to GoodRx through this technology, Advertising and Analytics
26
27

1 Defendants eavesdropped and/or recorded confidential communications through an electronic
2 amplifying or recording device in violation of § 632 of CIPA.

3 274. At no time did Plaintiff or Class members consent to the Advertising and Analytics
4 Defendants' conduct, nor could they reasonably expect that their communications to GoodRx would
5 be overheard or recorded by Advertising and Analytics Defendants.

6 275. The Advertising and Analytics Defendants utilized Plaintiff's and Class members'
7 sensitive medical information for their own purposes, including advertising and analytics.

8 276. Plaintiff and Class members seek statutory damages in accordance with § 637.2(a)
9 which provides for the greater of: (1) \$5,000 per violation; or (2) three times the amount of damages
10 sustained by Plaintiff and the Class in an amount to be proven at trial, as well as injunctive or other
11 equitable relief.

12 277. Plaintiff and Class members have also suffered irreparable injury from these
13 unauthorized acts. Plaintiff's and Class members' sensitive data has been collected, viewed,
14 accessed, stored, by Advertising and Analytics Defendants, have not been destroyed, and due to the
15 continuing threat of such injury, have no adequate remedy at law, Plaintiff and Class members are
16 entitled to injunctive relief.

17 **ELEVENTH CLAIM FOR RELIEF**
18 **Violation of the California Consumers Legal Remedies Act ("CLRA")**
19 **Cal. Civ. Code §§ 1750, *et seq***
20 **(On Behalf of Plaintiff and the Class)**
21 **(Against GoodRx)**

22 278. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
23 the same force and effect as if fully restated herein.

24 279. GoodRx engaged in "unfair methods of competition and unfair or deceptive acts . . .
25 in a transaction . . . that result[ed] . . . in the sale . . . of goods" to Plaintiff and the Class members
26 in violation of Cal. Civ. Code § 1750 and Cal. Civ. Code § 1770(a)(5), (7), (9), (14), (16).
27

1 conduct. Finally, because Plaintiff and Class members were completely unaware of Defendants’
2 conduct, they could not have possibly avoided the harm.

3 295. Defendants’ business acts and practices are also “fraudulent” within the meaning of
4 the UCL. Defendant GoodRx disclosed, and the Advertising and Analytics Defendants intercepted,
5 a large collection of sensitive personal data, including health information and PII, without disclosing
6 this practice and therefore acted without users’ knowledge or consent. Defendants’ business acts
7 and practices were likely to, and did, deceive members of the public including Plaintiff and Class
8 members into believing this data was private and would not be shared with third parties.

9 296. GoodRx assured users that it “never provide[s] advertisers or any other third parties
10 any ***information that reveals a personal health condition or personal health information.***”

11 297. GoodRx did not disclose that it would share this data with third parties, including
12 with Advertising and Analytics Defendants.

13 298. Such information was not kept private, as GoodRx disclosed and allowed the
14 Advertising and Analytics Defendants to intercept this data.

15 299. Defendants’ violations were, and are, willful, deceptive, unfair, and unconscionable.

16 300. Had Plaintiff and Class members known their personal information, including health
17 data and PII, would be disclosed and intercepted, they would not have used or purchased, or would
18 have paid significantly less for, GoodRx services and products.

19 301. Plaintiff and Class members have a property interest in their sensitive personal data.
20 By surreptitiously disclosing and intercepting Plaintiff’s and Class members’ information,
21 Defendants have taken property from Plaintiff and Class members without providing just or any
22 compensation.

23 302. Health data, including prescription information, objectively has value. Companies
24 are willing to pay for this data, including the disclosed to and intercepted by Advertising and
25 Analytics Defendants. For instance, Pfizer annually pays approximately \$12 million to purchase
26 health data from various sources.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

expenses; and

H. Granting such other relief as the Court deems just and proper.

Dated: February 2, 2023

/s/Willem F. Jonckheer

Robert C. Schubert #62684

Willem F. Jonckheer #178748

Amber L. Schubert #278696

SCHUBERT JONCKHEER & KOLBE LLP

2001 Union Street, Suite 200

San Francisco, CA 94123

Tel: (415) 788-4220

Fax: (415) 788-0161

rschubert@sjk.law

wjonckheer@sjk.law

ascubert@sjk.law

Christian Levis (*pro hac vice* forthcoming)

Amanda Fiorilla (*pro hac vice* forthcoming)

Rachel Kesten (*pro hac vice* forthcoming)

LOWEY DANNENBERG, P.C.

44 South Broadway, Suite 1100

White Plains, NY 10601

Telephone: (914) 997-0500

Facsimile: (914) 997-0035

clevis@lowey.com

afiorilla@lowey.com

rkesten@lowey.com

Counsel for Plaintiff