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

JOSE MARQUEZ, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

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

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Jose Marquez (“Plaintiff”) brings this action on behalf of himself and all others  
2 similarly situated against Defendants GoodRx Holdings, Inc. (“GoodRx”), Meta Platforms, Inc.  
3 (“Meta”), Google LLC (“Google”), and Criteo Corp. (“Criteo”) (collectively, “Defendants”).  
4 Plaintiff makes the following allegations pursuant to the investigation of his counsel and based  
5 upon information and belief, except as to allegations specifically pertaining to himself, which are  
6 based on personal knowledge.

7 **NATURE OF THE ACTION**

8 1. This is a class action lawsuit brought on behalf of all California residents who have  
9 accessed and used the GoodRx website, www.goodrx.com (the “GoodRx Website”), and the  
10 GoodRx mobile applications (the “GoodRx Apps”) (collectively, the “GoodRx Platform”), a  
11 platform that Defendant GoodRx owns and operates.

12 2. Defendant GoodRx aids, employs, agrees, and conspires with Defendants Meta,  
13 Google, and Criteo to intercept communications sent and received by Plaintiff and Class Members,  
14 including communications containing protected medical information. Plaintiff brings this action  
15 for legal and equitable remedies resulting from these illegal actions.

16 3. Founded in 2011, GoodRx is an American healthcare company based in Santa  
17 Monica, California, that operates a telemedicine platform and a free-to-use website and mobile app  
18 that track prescription drug prices in the United States and provide cheap drug coupons for  
19 discounts on medications. In doing so, GoodRx checks more than 75,000 pharmacies in the United  
20 States for the best options for its users. In 2021, GoodRx had over \$745 million in revenue.

21 4. GoodRx’s services are available through the GoodRx Platform. To access  
22 GoodRx’s services, users must disclose personal and health information to the GoodRx Platform  
23 and create an account. GoodRx collects this information from users themselves and other  
24 information from pharmacy benefit managers confirming when a consumer purchases a medication  
25 using a GoodRx coupon. Since January 2017, more than 55 million consumers have visited or  
26 used GoodRx’s website or mobile apps.

27 5. GoodRx offers prescription drug discounts by gathering current prices and discounts  
28 and providing users with prescription coupons. Prescription discounts are available to users who

1 provide GoodRx with the desired medication name and select a local pharmacy. Users who have  
2 provided the relevant information will be able to present a custom GoodRx coupon at checkout to  
3 receive their discount. GoodRx then retains the consumer's record of purchase, and receives a  
4 portion of a fee that pharmacies pay to companies that manage such prescription drug benefits.  
5 This record contains the user's name, date of birth, and information about the prescription filled.

6 6. GoodRx additionally offers "GoodRx Gold," which is a premium membership  
7 program that provides users with further savings on prescription drugs and healthcare services for a  
8 monthly or annual fee. GoodRx Gold users can also use this service to track their medication  
9 purchase history, including the medication name, purchase date, dosage, pharmacy, and prescriber.  
10 GoodRx Gold requires users to create an account by providing personal information including their  
11 name, email address, street address, phone number, date of birth, and credit card information.

12 7. GoodRx also advertises, distributes, and sells telehealth services, branded as  
13 "GoodRx Care" and "HeyDoctor." These services are only offered to users who provide further  
14 personal information, including their name, email address, phone number, biological sex, and  
15 current address. Users must then select the type of treatment they are seeking, such as urinary tract  
16 infection, erectile dysfunction, anxiety, depression, acne treatment, birth control, or short-term  
17 medication refills. Depending on the treatment or the prescription sought, users are required to  
18 either complete an online consultation and enter information about their symptoms and medication  
19 history, or schedule a visit with a provider. Payment information must be provided for these  
20 services.

21 8. When a medical professional prescribes a medication during a telehealth  
22 appointment through GoodRx Care, GoodRx is able to prompt the user to fill the prescription using  
23 a GoodRx discount coupon, allowing GoodRx to market and benefit from both of its service  
24 platforms at once.

25 9. Since at least 2017, GoodRx has promised its users that it would share their personal  
26 information, including personal health information, with limited third parties and only for limited  
27 purposes. GoodRx assured consumers that it would restrict third parties' use of such information  
28 and that it would never share personal health information with advertisers or other third parties.

1 GoodRx routinely collects users' personal and health information and prompts users to provide  
2 their email address or phone number to access electronic coupons and refill reminders.

3 10. GoodRx's privacy policies promise to safeguard users' data. Between October 2017  
4 and March 2019, GoodRx's policy stated that "we never provide advertisers or any other third  
5 parties any information that reveals a personal health condition or personal health information."  
6 GoodRx further promised that it would only use personal information in "limited cases," such as to  
7 fulfill a user's request for a specific prescription coupon. GoodRx even went a step further to  
8 assure customers that when "we do disclose your personal information in conjunction with your  
9 specific medical information, GoodRx takes steps such that these third parties are subject to  
10 confidentiality obligations."

11 11. Indeed, Doug Hirsch, GoodRx's co-CEO, confirmed via tweet in December 2019  
12 that GoodRx would protect personal data: "People can use GoodRx without giving us any  
13 information. Any information we do receive is stored under the same guidelines as any health  
14 entity."

15 12. Health entities are regulated under the Health Insurance Portability and  
16 Accountability Act ("HIPPA"), which restricts the use of personal health information and  
17 electronic personal health information. Relevant to this case, HIPPA requires the user's authorized  
18 consent in writing before an entity can share personal information with third parties. GoodRx's  
19 HeyDoctor website prominently displayed a HIPPA seal, seemingly advertising that it complied  
20 with HIPPA.

21 13. Despite GoodRx's own policies against sharing users' sensitive information, and  
22 public statements from its management that GoodRx ensures safeguarding of the same information,  
23 GoodRx repeatedly violated its promises to users by sharing sensitive user information with third-  
24 party advertising companies and platforms like Meta (formerly Facebook), Google, and Criteo  
25 (collectively, "Tracking Defendants"), without providing notice to its users or seeking their  
26 consent. The information shared with these third parties included GoodRx's users' prescription  
27 medications, personal health conditions, contact information, and unique advertising and persistent  
28 identifiers. GoodRx permitted these third parties—some of the most prominent social media

1 companies in the United States—to use and profit from the information for their own business  
2 purposes.

3 14. By incorporating Tracking Defendants’ tracking technology, including tracking  
4 pixels and software development kits (“SDKs”), on the GoodRx Platform, Tracking Defendants  
5 knowingly and intentionally intercepted Plaintiff and Class members’ personal health information,  
6 including information related to individual medical conditions, symptoms, and prescriptions  
7 communicated through the GoodRx Platform.

8 15. This information was neither aggregated nor deidentified, and the Tracking  
9 Defendants were not prohibited from using this information for their own benefit. The Tracking  
10 Defendants did in fact use this information for their own purposes, including to allow GoodRx to  
11 advertise on their respective platforms using GoodRx users’ health data.

12 16. Plaintiff Jose Marquez provided his personal information, including health data  
13 relating to his medical history and prescriptions to GoodRx with the expectation that this  
14 information would remain confidential and private.

15 17. Defendants’ interception and disclosure of users’ private information without  
16 consent constitutes an extreme invasion of Plaintiff’s and Class members’ privacy. GoodRx’s  
17 repeated, unauthorized disclosures of users’ personal and health information have revealed  
18 extremely intimate and sensitive details about its own users that could be linked to—or used to  
19 infer information about—chronic physical or mental health conditions, medical treatments and  
20 treatment choices, life expectancy, disability status, information relating to parental status,  
21 substance addiction, sexual and reproductive health, sexual orientation, and other highly sensitive  
22 and personal sets of information. Plaintiff brings this action for legal and equitable remedies  
23 resulting from these illegal actions.

24 **PARTIES**

25 18. Plaintiff Jose Marquez is a California resident and citizen who lives in Salinas,  
26 California. Plaintiff signed up for a GoodRx Gold subscription membership in 2022, and used  
27 Defendant’s services to obtain discount coupons for his prescription medications. During the time  
28 Plaintiff used the GoodRx Platform, he maintained social media accounts with Facebook and

1 Instagram, and multiple accounts with Google, including Gmail and Google Maps. Plaintiff used  
2 the same device to access the GoodRx Platform that he used to access his accounts with Facebook,  
3 Instagram, Gmail, and Google Maps. To obtain discount coupons from GoodRx for his  
4 prescription medications, Plaintiff was required to enter his name, email address, birthdate, and  
5 payment information to acquire the GoodRx Gold subscription membership plan. With his  
6 account, Plaintiff was able to use his GoodRx Gold for discounts on his prescription medications.  
7 When Plaintiff used the GoodRx Platform, the information he entered to obtain his discounts was  
8 disclosed by GoodRx and intercepted by Meta, Google, and Criteo, including his personal  
9 identifying information, prescription requests, and other activity across the GoodRx Platform.  
10 Plaintiff did not consent to the sharing and interception of his data, or the use of this information by  
11 Defendants. Plaintiff is interested in using GoodRx's services again in the future, but has no  
12 practical way to know whether his information will be adequately protected from disclosure and  
13 interception.

14 19. Defendant **GoodRx Holdings, Inc.** is a Delaware corporation with its principal  
15 place of business located in Santa Monica, California. GoodRx does business throughout  
16 California. Beginning in at least 2017, GoodRx violated the privacy promises it made to its users  
17 by sharing information with advertising platforms, including Facebook, Google, and Criteo, about  
18 users' prescription medications or personal health conditions, or that users were seeking medical  
19 treatment for specific health conditions, along with users' personal contact information and/or  
20 persistent identifiers. GoodRx did so without notice to users, and without obtaining consent,  
21 despite repeated promises that it would never do such a thing.

22 20. Defendant **Meta Platforms, Inc.** is a Delaware corporation with its principal place  
23 of business located in Menlo Park, California. Meta does business throughout California. Meta  
24 created tracking tools, including automated web beacons called tracking "pixels" and other  
25 automated trackers called "Software Development Kits" ("SDKs"), that collect and send data to  
26 third parties so that they can provide advertising, data analytics, or other business services to the  
27 owner of the website or mobile app. The information sent can include users' contact information,  
28 persistent identifiers, location information, and "Events Data," which is information about users'

1 activities while using a website or mobile app. Meta, as the creator of its SDK and tracking pixel,  
2 knew that it intercepted users' interactions on the website or mobile application that incorporated  
3 this technology. Meta at all times knew that the incorporation of its software into the GoodRx  
4 Platform would result in its interception of identifiable health information and other sensitive data.  
5 Thus, Meta's conduct was intentional despite knowing the privacy violations it caused to Plaintiff  
6 and Class members by allowing the incorporation of its software on the GoodRx Platform.

7 21. Defendant **Google LLC** is a Delaware limited liability company with its principal  
8 place of business located in Mountain View, California. Google does business throughout  
9 California. Google, as an established advertising company, and as the creator of its SDK and  
10 tracking pixel, knew that it intercepted users' interactions on the GoodRx Platform that  
11 incorporated its technology. Google at all times knew that the incorporation of its software into the  
12 GoodRx Platform would result in its interception of identifiable health information and other  
13 sensitive data. Thus, Google's conduct was intentional despite knowing the privacy violations it  
14 caused to Plaintiff and Class members by allowing the incorporation of its software on the GoodRx  
15 Platform.

16 22. Defendant **Criteo Corp.** is a Delaware corporation with its principal place of  
17 business located in New York, New York. Criteo does business throughout California. Criteo, as  
18 the creator of its SDK and tracking pixel, knew that it intercepted users' interactions on the  
19 GoodRx Platform that incorporated its technology. Criteo at all times knew that the incorporation  
20 of its software into the GoodRx Platform would result in its interception of identifiable health  
21 information and other sensitive data. Thus, Criteo's conduct was intentional despite knowing the  
22 privacy violations it caused to Plaintiff and Class members by allowing the incorporation of its  
23 software on the GoodRx Platform.

24 23. Defendants Meta, Google, and Criteo (collectively, "Tracking Defendants")  
25 developed their respective tracking technologies for the express purpose of collecting data from  
26 users for, among other things, marketing, analytics, and advertising purposes. GoodRx knew at the  
27 time it incorporated the Tracking Defendants' software into the GoodRx Platform that it would  
28 result in the disclosure and interception of users' data that exists on the GoodRx Platform,

1 including personal identifying information, personal health histories, prescription records and  
2 requests, and other identifiable information, by virtue of how the technologies function.

3 **JURISDICTION AND VENUE**

4 24. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as  
5 amended by the Class Action Fairness Act of 2005 (“CAFA”), because this case is a class action  
6 where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00,  
7 exclusive of interest and costs, there are over 100 members of the putative class, and Plaintiff, as  
8 well as most members of the proposed class, is a citizen of a state different from Defendants.

9 25. This Court has personal jurisdiction over the parties because Plaintiff resides in  
10 California, is a citizen of California, and submits to the jurisdiction of the Court, and because  
11 Defendants have, at all times relevant hereto, systematically and continually conducted business in  
12 California, including within this District, and/or intentionally availed themselves of the benefits  
13 and privileges of the California consumer market through the promotion, marketing, and sale of  
14 their products and/or services to residents within this District and throughout California.  
15 Additionally, Plaintiff purchased his GoodRx membership from Defendant GoodRx while in  
16 California.

17 26. Pursuant to U.S.C. § 1391, this Court is the proper venue for this action because a  
18 substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this  
19 District. Also, Plaintiff resides in this District and purchased Defendant GoodRx’s Gold  
20 membership in this District. Moreover, Defendants systematically conduct business in this District  
21 and throughout the State of California, and Defendant GoodRx sold the membership to Plaintiff  
22 and Class Members in this State and District.

23 **FACTUAL ALLEGATIONS**

24 **A. Background of the California Information Privacy Act (“CIPA”)**

25 27. The CIPA prohibits aiding or permitting another person to willfully—and without  
26 the consent of all parties to a communication—read or learn the contents or meaning of any  
27 message, report, or communication while the same is in transit or passing over any wire, line, or  
28 cable, or is being sent from or received at any place within California.



1           28. To establish liability under section 631(a), a plaintiff need only establish that the  
2 defendant, “by means of any machine, instrument, contrivance, or in any other manner,” does any  
3 of the following:

4           Intentionally taps, or makes any unauthorized connection, whether physically,  
5 electrically, acoustically, inductively or otherwise, with any telegraph or telephone  
6 wire, line, cable, or instrument, including the wire, line, cable, or instrument of any  
7 internal telephonic communication system,

8 Or

9 Willfully and without the consent of all parties to the communication, or in any  
10 unauthorized manner, reads or attempts to read or learn the contents or meaning of  
11 any message, report, or communication while the same is in transit or passing over  
12 any wire, line or cable or is being sent from or received at any place within this  
13 state,

14 Or

15 Uses, or attempts to use, in any manner, or for any purpose, or to communicate in  
16 any way, any information so obtained,

17 Or

18 Aids, agrees with, employs, or conspires with any person or persons to unlawfully  
19 do, or permit, or cause to be done any of the acts or things mentioned above in this  
20 section.

21           29. Section 631(a) is not limited to phone lines, but also applies to “new technologies”  
22 such as computers, the internet, and email. *See Matera v. Google Inc.*, 2016 WL 8200619, at \*21  
23 (N.D. Cal. Aug. 12, 2016) (CIPA applies to “new technologies” and must be construed broadly to  
24 effectuate its remedial purpose of protecting privacy); *Bradley v. Google, Inc.*, 2006 WL 3798134,  
25 at \*5-6 (N.D. Cal. Dec. 22, 2006) (CIPA governs “electronic communications”); *In re Facebook,*  
26 *Inc. Internet Tracking Litigation*, 956 F.3d 589 (9th Cir. 2020) (reversing dismissal of CIPA and  
27 common law privacy claims based on Facebook’s collection of consumers’ internet browsing  
28 history).

          30. Under Cal. Penal Code § 637.2, Plaintiff and Class Members may seek injunctive  
relief and statutory damages of \$2,500 per violation.

1           **B.       Background of the California Confidentiality of Medical**  
2           **Information Act**

3           31.       Pursuant to the California Confidentiality of Medical Information Act (“CMIA”), a  
4           “provider of health care . . . shall not disclose medical information regarding a patient of the  
5           provider of health care . . . without first obtaining an authorization, except as provided in  
6           subdivision (b) or (c).” Cal Civ. Code § 56.10(a).<sup>1</sup> “An authorization for the release of medical  
7           information . . . shall be valid if it:

8                   (a) Is handwritten by the person who signs it or is in a typeface no smaller than 14-  
9                   point type.

10                   (b) Is clearly separate from any other language present on the same page and is  
11                   executed by a signature which serves no other purpose than to execute the  
12                   authorization.

13                   (c) Is signed and dated . . .

14                   (d) States the specific uses and limitations on the types of medical information to be  
15                   disclosed.

16                   (e) States the name or functions of the provider of health care, health care service  
17                   plan, pharmaceutical company, or contractor that may disclose the medical  
18                   information.

19                   (f) States the name or functions of the persons or entities authorized to receive the  
20                   medical information.

21                   (g) States the specific uses and limitations on the use of the medical information by  
22                   the persons or entities authorized to receive the medical information.

23                   (h) States a specific date after which the provider of health care, health care service  
24                   plan, pharmaceutical company, or contractor is no longer authorized to disclose the  
25                   medical information.

26                   (i) Advises the person signing the authorization of the right to receive a copy of the  
27                   authorization.

28           Cal. Civ. Code § 56.11.

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<sup>1</sup> Subdivisions (b) and (c) are not relevant to this case but permit the disclosure of medical information in situations where a government investigation or lawsuit is taking place. For example, GoodRx could bypass the authorization requirement if patient medical information was requested pursuant to a lawful court order or by a party to a proceeding before a court or administrative agency pursuant to a subpoena. *See* Cal. Civ. Code §§ 56.10(b)(3) and 56.10(b)(6).

1           32.     Moreover, a health care provider that maintains information for purposes covered by  
2 the CMIA is liable for negligent disclosures that arise as the result of an affirmative act—such as  
3 implementing a system that records and discloses online patients’ personally identifiable  
4 information and protected health information. Cal. Civ. Code § 56.36(c).<sup>2</sup> Similarly, if a negligent  
5 release occurs and medical information concerning a patient is improperly viewed or otherwise  
6 accessed, the individual need not suffer actual damages. Cal. Civ. Code § 56.36(b).

7           33.     “In addition to any other remedies available at law, any individual may bring an  
8 action against any person or entity who has negligently released confidential information or records  
9 concerning him or her in violation of this part, for either or both of the following: [¶] (1) ... nominal  
10 damages of one thousand dollars (\$1,000). In order to recover under this paragraph, it shall not be  
11 necessary that the plaintiff suffered or was threatened with actual damages. [¶] (2) The amount of  
12 actual damages, if any, sustained by the patient.” *Sutter Health v. Superior Ct.*, 227 Cal. App. 4th  
13 1546, 1551, 174 Cal. Rptr. 3d 653, 656 (2014) (quoting Cal. Civ. Code § 56.36(b).

## 14           **C.     The GoodRx Platform**

### 15                   **1.     Background On GoodRx**

16           34.     GoodRx was originally founded in 2011 as a prescription coupon company. The  
17 company has since expanded to provide several different categories of services, including  
18 telehealth and informational material about health conditions and medications.

19           35.     To access these services, users must create an account with GoodRx by providing  
20 their name, email address, and date of birth. To obtain a GoodRx “Prescription Savings Card,”  
21 which can be used for discounts on prescriptions at over 70,000 pharmacies, users must provide  
22 their name, home address, and email address.

23           36.     Users can search by medication name and local pharmacy on the GoodRx Platform  
24 to receive a personalized GoodRx Coupon that will provide a discount on that specific medication.

25 \_\_\_\_\_  
26 <sup>2</sup> “Every provider of health care ... who creates, maintains, preserves, stores, abandons, destroys, or  
27 disposes of medical information shall do so in a manner that preserves the confidentiality of the  
28 information contained therein. Any provider of health care ... who negligently creates, maintains,  
preserves, stores, abandons, destroys, or disposes of medical information shall be subject to the  
remedies and penalties provided under subdivisions (b) and (c) of Section 56.36.” Cal. Civ. Code §  
56.101, subd. (a).

1 This Coupon can be printed, texted, or emailed to the user for use at checkout. When a user shows  
2 the Coupon, GoodRx obtains a record of this purchase that includes the user’s name, date of birth,  
3 and relevant prescription information.

4 37. GoodRx also advertises, distributes, and sells telehealth services, branded as  
5 “GoodRx Care” and “HeyDoctor.” These services are only offered to users who provide further  
6 personal information, including their name, email address, phone number, biological sex, and  
7 current address. Users must then select the type of treatment they are seeking, such as urinary tract  
8 infection, erectile dysfunction, anxiety, depression, acne treatment, birth control, or short-term  
9 medication refills. Depending on the treatment or the prescription sought, users are required to  
10 either complete an online consultation and enter information about their symptoms and medication  
11 history, or schedule a visit with a provider. Payment information must be provided for these  
12 services.

13 38. When a medical professional prescribes a medication during a telehealth  
14 appointment through GoodRx Care, GoodRx is able to prompt the user to fill the prescription using  
15 a GoodRx discount coupon, allowing GoodRx to market and benefit from both of its service  
16 platforms at once.

17 39. GoodRx additionally offers “GoodRx Gold,” a paid monthly subscription service  
18 that combines GoodRx’s telehealth and prescription coupon services. GoodRx claims that this  
19 membership can provide users with access to over 1,000 prescriptions at less than \$10, and arrange  
20 visits with healthcare providers at just \$19. GoodRx Gold users can also use this service to keep  
21 track of their medication purchase history, including the medication name, purchase date, dosage,  
22 pharmacy, and prescriber.

## 23 2. GoodRx’s False Promises About Sharing Information

24 40. In connection with the advertising and sale of GoodRx’s goods and services,  
25 GoodRx has disseminated, or caused to be disseminated, false and deceptive statements about  
26 GoodRx’s use and disclosure of health and personal information, including privacy policies on the  
27 GoodRx Platform.  
28

1           41.     GoodRx has itself acknowledged that the information it collects from its users is  
2 sensitive, and promised users that GoodRx would treat their information in accordance with its  
3 privacy policies.

4           42.     GoodRx’s privacy policy, in describing its use of third-party tracking tools, assured  
5 users that GoodRx would never disclose personal health information to advertisers or any third  
6 parties. Between at least October 2017 through March 2019, GoodRx promised that it would  
7 “never provide advertisers or any other third parties any information that reveals a personal health  
8 condition or personal health information.”

9           43.     GoodRx also promised users that it “rarely shares personal health information with  
10 third parties. And it promised that when such information would be shared, it “ensures that these  
11 third parties are bound to comply with federal standards as to how to treat ‘medical data’ that is  
12 linked with [a user’s] name, contact information and other personal identifiers.” This promise  
13 appeared in GoodRx’s privacy policy between at least October 2017 and October 2019.

14           44.     During that time frame GoodRx additionally assured users that it would use  
15 “personal medical data,” such as information about prescription drugs, only in “limited cases” to  
16 fulfill services that users requested. The privacy policy listed examples of these limited cases,  
17 including to text or email GoodRx Coupons to users, to provide prescription drug price alerts, and  
18 to otherwise contact users directly.

19           45.     Between October and December 2019, GoodRx promised that when it does  
20 “disclose your personal information in conjunction with your specific medical information,  
21 GoodRx takes steps such that these third parties are subject to confidentiality obligations.”

22           46.     Further, beginning in or around March 2019, GoodRx promised users that it  
23 “adheres to Digital Advertising Alliance principles.” The Digital Advertising Alliance (“DAA”) is  
24 an independent organization that establishes and enforces self-regulatory principles relating to  
25 privacy and digital advertising. The DAA provides that entities “should not collect and use ...  
26 pharmaceutical prescriptions, or medical records about a specific individual for Online Behavioral  
27 Advertising without Consent,” consent being defined by the DAA as “an individual’s action in  
28

1 response to a clear, meaningful and prominent notice regarding the collection and use of data for  
2 Online Behavioral Advertising purposes.”

3 47. GoodRx’s policies regarding personal contact information were similar between at  
4 least October 2017 and March 2020, in that it told users that it would share personal contact  
5 information only to provide services directly to users, to comply with the law or legal process, to  
6 protect and defend GoodRx’s rights or property, to act in an emergency to protect someone’s  
7 safety, in the case of a merger, acquisition, or reorganization, to securely store and process data,  
8 and to handle customer requests.

9 48. GoodRx’s HeyDoctor privacy policy made similar promises, promising users  
10 between October 2018 and July 2020 that users’ information would only be shared to provide  
11 access to telehealth services and that GoodRx would obtain users’ consent before disclosing it for  
12 any other reason. HeyDoctor also displayed a HIPPA seal on its website, representing that its  
13 services complied with HIPPA regulations, including the prohibition against sharing health  
14 information without written authorization from the user.

15 49. GoodRx’s co-CEO, Doug Hirsch, took these promises a step further—to the Twitter  
16 platform. In a December 14, 2019 tweet, Hirsch stated publicly: “We don’t sell information and  
17 we never have. People can use GoodRx without giving us any information. Any information we  
18 do receive is stored under the same guidelines as any health entity.”

19 50. Later that same day, Hirsch again bolstered the idea that users’ sensitive information  
20 would never be shared, tweeting: “I think it’s important to mention that we started GoodRx to help  
21 Americans, not gather data or exploit anyone.”

22 51. Based on all of GoodRx’s representations regarding the protection of sensitive data,  
23 and the fact that GoodRx is a medical platform, users like Plaintiff and Class members expected  
24 their personal health information to remain just that: personal, private, and confidential.

25 52. Unfortunately, GoodRx’s constant assurances regarding privacy proved false.  
26 GoodRx not only disclosed but allowed third parties to intercept highly sensitive personal and  
27 medical information about its users that Plaintiff and Class members provided to the GoodRx  
28

1 Platform, including their personal identifying information, prescriptions, and other health  
2 information.

3 53. GoodRx knew that it disclosed and allowed third parties to intercept its users'  
4 sensitive personal information, including health data. Specifically, GoodRx integrated third party  
5 tracking tools from the Tracking Defendants into its websites and mobile applications. These  
6 tracking tools (pixels and SDKs) collect and send data to third parties so they can provide  
7 advertising, data analytics, or other business services to the owner of the website or mobile app.  
8 The information sent can include users' contact information, persistent identifiers, location  
9 information, and "Events Data," which is information about users' activities while using a website  
10 or mobile app.

11 54. GoodRx tracked and shared "Standard Events," which are records of routine website  
12 or app functions, such as the fact that a user launched or closed a mobile app or website. GoodRx  
13 also tracked and shared "Custom Events," which are customized records of website or mobile app  
14 interactions unique to the GoodRx user experience. Whereas Standard Events have standardized  
15 titles that are applicable to any website or mobile app (such as "Add to Wishlist"), Custom Events  
16 have unique, customized names. Rather than giving its Custom Events anonymous names, such as  
17 "Event\_1," GoodRx chose descriptive titles that conveyed health information about its users. For  
18 example, GoodRx created Custom Events with names like "Drug Name" and "Drug Category" that  
19 tracked and shared the prescription medication and health condition(s) associated with each unique  
20 GoodRx Coupon that users accessed. As a result, at times, when GoodRx shared a Custom Event,  
21 it was sharing its users' health information. It then used this information to categorize users based  
22 on the medical condition they had or medication they used to serve targeted advertisements related  
23 to those conditions and treatment.

24 55. This information was shared with at least the Tracking Defendants, and at least a  
25 dozen other companies.

26 **D. GoodRx Shared Sensitive Information With Meta**

27 56. GoodRx configured a Facebook tracking pixel (the "Meta Pixel") on its GoodRx  
28 Platform in 2017. The Meta Pixel is a snippet of code embedded on a third-party website that

1 tracks users' activity while they navigate through a particular website. Through this technology,  
2 Meta intercepts each page a user visits, what buttons they click, as well as specific information they  
3 input into the website and what they searched. This data is often associated with the individual  
4 user's Facebook account, so if the user is logged into their Facebook account, Meta is able to link  
5 information tracked by the Meta Pixel to that specific individual.

6 57. The Meta Pixel can be utilized to get insights about how people use specific  
7 websites, and to track the effectiveness of advertising on a specific website. The data intercepted  
8 through the Meta Pixel can also be used by Meta to improve its personalized content delivery,  
9 advertising network, and machine learning algorithms, including by improving its ability to  
10 identify and target users.

11 58. GoodRx configured the Meta Pixel on the GoodRx Platform to share Standard and  
12 Custom Events, which conveyed user health information to Meta. This included the name of the  
13 medication for which users accessed a GoodRx Coupon, the website URL, which in many cases  
14 included a medication name, the health condition related to the medication, the medication  
15 quantity, the pharmacy name, and the user's city, state, and zip code. The Meta Pixel also  
16 collected website microdata with additional information about the prescription medication and  
17 health condition(s) for which users accessed GoodRx Coupons, and the user's IP address.

18 59. GoodRx configured the Meta Pixel to automatically share with Meta additional  
19 personal information, including a user's name, email address, phone number, city, state, zip code,  
20 and gender starting in May 2019. GoodRx shared personal and health information with Meta  
21 through the Meta Pixel beginning in December 2019, when it configured certain of its URL  
22 addresses to embed user name, email address, date of birth, phone number, and sometimes  
23 prescription medication name. These URLs were shared with Meta.

24 60. Meta offers a mobile version of the Meta Pixel, an SDK, to app developers. Meta's  
25 SDK allows app developers to similarly track events, such as when someone installs your app or  
26 completing a purchase. By tracking these events, developers can measure ad performance and  
27 build audiences for ad targeting.

28



1           61. At the time Plaintiff used the GoodRx Platform, he maintained active Facebook and  
2 Instagram accounts. Plaintiff accessed the GoodRx Platform from the same device he used to visit  
3 Facebook and Instagram, and Meta associated the data it collected about him from the GoodRx  
4 Platform with his Facebook and Instagram accounts and other personally identifiable information.

5           62. Plaintiff provided his personally identifiable information, health information, and  
6 other sensitive information to GoodRx to obtain prescriptions. This information was disclosed to  
7 and intercepted by Meta. Plaintiff did not consent to the interception or disclosure of his data to  
8 Meta. GoodRx’s disclosure, and Meta’s interception, of Plaintiff’s personally identifiable  
9 information, health data, and other highly sensitive information without his consent is an invasion  
10 of privacy and violates several laws, including the Confidentiality of Medical Information Act  
11 (“CMIA”) and California Invasion of Privacy Act (“CIPA”).

12           **E. GoodRx Shared Sensitive Information With Google**

13           63. Google, one of the most valuable publicly traded companies in the world, makes the  
14 majority of its revenue in advertising dollars. Google offers several analytics products, including  
15 SDKs and a tracking pixel, which exist solely to help drive ad revenue. These products also  
16 improve the company’s advertising network and capabilities by providing more wholesome  
17 profiles and data points on individuals.

18           64. Google additionally uses the data collected through its analytics tools to improve its  
19 ad targeting capabilities and data points on users.

20           65. GoodRx uses Google’s tracking technology, such as an SDK or pixel, on the  
21 GoodRx Platform. As a result, GoodRx disclosed and Google intercepted users’ interactions on the  
22 GoodRx Platform. Google received at least users’ health information, including what GoodRx  
23 Coupons they accessed or used.

24           66. Plaintiff provided his personally identifiable information, health information, and  
25 other sensitive information to GoodRx to obtain his prescriptions. This information was disclosed  
26 to and intercepted by Google. Plaintiff did not consent to the interception or disclosure of his data  
27 to Google. GoodRx’s disclosure, and Google’s interception, of Plaintiff’s personally identifiable  
28

1 information, health data, and other highly sensitive information without his consent is an invasion  
2 of privacy and violates several laws, including the CMIA and CIPA.

3 **F. GoodRx Shared Sensitive Information With Criteo**

4 67. Criteo, a digital advertising company that focuses on serving personalized  
5 advertisements, offers data collection and advertising technology to tother companies with snippets  
6 of code similar to the Meta Pixel. Through its technology, Criteo is able to create “audiences” that  
7 group users based on a specific data point or similarity between them. Companies like GoodRx  
8 can use this information to employ targeted advertising.

9 68. GoodRx uses Criteo’s tracking technology, such as an SDK or pixel, on the GoodRx  
10 Platform. As a result, GoodRx disclosed and Criteo intercepted users’ interactions on the GoodRx  
11 Platform. Criteo received at least users’ health information, including what GoodRx Coupons they  
12 accessed or used.

13 69. Plaintiff provided his personally identifiable information, health information, and  
14 other sensitive information to GoodRx to obtain his prescriptions. This information was disclosed  
15 to and intercepted by Criteo. Plaintiff did not consent to the interception or disclosure of his data  
16 to Criteo. GoodRx’s disclosure, and Criteo’s interception, of Plaintiff’s personally identifiable  
17 information, health data, and other highly sensitive information without his consent is an invasion  
18 of privacy and violates several laws, including the CMIA and CIPA.

19 **G. Defendants Used GoodRx Users’ Data**

20 70. Defendant GoodRx monetized and used the data collected from GoodRx users to  
21 serve personalized advertisements on social media platforms, such as Facebook and Instagram.  
22 Through Meta’s “Ads Manager,” a self-serve digital advertising tool, and its “Custom Audiences”  
23 ad-targeting feature, GoodRx used the information it shared with Meta to identify its users who had  
24 Facebook and Instagram accounts. GoodRx then grouped the resulting list of users into Custom  
25 Audiences that it categorized based on health information (such as an audience of users who took a  
26 specific medication), gave its Custom Audiences descriptive titles that in some cases contained  
27 medication names or health conditions, and targeted these users with health-related advertisements  
28

1 that marketed GoodRx’s services. In some cases, these targeted advertisements featured specific  
2 medications.

3 71. GoodRx was able to create these audiences through its use of Tracking Defendants’  
4 software employed on the GoodRx Platform. GoodRx used Events Data and personal identifiers  
5 shared through each pixel to create audiences of users who had accessed or used a GoodRx Coupon  
6 for a particular prescription medication, or who had accessed a HeyDoctor treatment page for a  
7 specific health condition. GoodRx targeted these users with health-related advertisements.

8 72. GoodRx was also able to create audiences based on medication purchase data.  
9 GoodRx compiled lists of its users who had used a GoodRx Coupon to purchase particular  
10 medications, and uploaded their email addresses, phone numbers, and mobile identifiers to Ads  
11 Manager to identify those individuals on Facebook or Instagram. GoodRx then created  
12 medication-specific advertising audiences consisting of these users, named each Custom Audience  
13 according to the medication they had purchased, and targeted these users with health-related  
14 advertisements.

15 73. GoodRx ran these targeted advertising campaigns on Facebook and Instagram  
16 between 2017 and 2020 based on personal health information.

17 74. For instance, in August 2019, GoodRx ran a campaign using Meta’s services based  
18 on users who had purchased prescriptions for Lisinopril, Azithromycin, Atorvastatin, or  
19 Prednisone, and named each Custom Audience according to the medication purchased: “lisinopril  
20 claims,” “atorvastatin claims,” “azith claims” and “pred claims.”

21 75. Between August 2017 and March 2018, GoodRx’s campaign targeted users who had  
22 visited drug pages for five specific medications: Losartan, Amlodipine, Zolpidem, Topiramate, and  
23 Quetiapine.

24 76. Between August 31 and October 31, 2018, GoodRx’s campaign targeted users who  
25 had visited HeyDoctor Treatment Pages relating to specific health conditions. It named each  
26 Custom Audience by the health condition corresponding to the Treatment Page visited, including  
27 “Acne,” “Birth Control,” “Blood Type,” “Cold Sore,” “Eyelash,” “Female condom,” “Hair Loss,”  
28

1 “Hepatitis C,” “HIV,” “Metabolism,” “Pre Diabetes,” “Pregnancy,” “Smoking,” “Sinus,” “TB,”  
2 “UTI,” and “Vitamin D.”

3 77. Between November 1, 2018 and February 20, 2019, GoodRx’s campaign targeted  
4 users who previously visited HeyDoctor’s Treatment Page(s) relating to HeyDoctor’s sexually  
5 transmitted disease services. The targeted advertisements promoted HeyDoctor’s STD testing  
6 services.

7 78. Between July 22 and August 4, 2019, GoodRx’s campaign targeted users who had  
8 viewed a GoodRx Coupon for Lipitor, Lisinopril, Neurontin, Prednisone, and Zithromax. The  
9 targeted advertisements featured these prescriptions.

10 79. Between November 1 and December 6, 2019, GoodRx’s campaign targeted users  
11 who viewed HeyDoctor’s Treatment Page for erectile dysfunction. The targeted advertisements  
12 promoted obtaining prescriptions for erectile dysfunction through HeyDoctor.

13 80. Between January 9 and February 25, 2020, GoodRx targeted users who had viewed  
14 a GoodRx Coupon for Cialis or Sildenafil. The targeted advertisements promoted HeyDoctor’s  
15 services.

16 81. Between January 15 and 17, 2020, GoodRx targeted users who viewed a GoodRx  
17 Coupon for birth control medication. The targeted advertisements promoted HeyDoctor’s services.

18 82. Between February 3 and 8, 2020, GoodRx targeted users who accessed a GoodRx  
19 Coupon for Cialis or Sildenafil. The targeted advertisements promoted GoodRx Coupons for  
20 Viagra.

21 83. The above are just some of the examples of the multitude of extreme abuses by  
22 GoodRx and the Tracking Defendants of Plaintiff’s and Class members’ sensitive data.

23 **CLASS ACTION ALLEGATIONS**

24 84. Class Definition: Pursuant to Section 382 of the Code of Civil Procedure, Plaintiff  
25 brings this action on behalf of himself and other similarly situated individuals (the “Class”),  
26 defined as California citizens who, during the class period, used GoodRx and had their personally  
27 identifiable information or protected health information improperly disclosed to third parties,  
28 including the Tracking Defendants.

1 85. Plaintiff reserves the right to modify the class definition or add sub-classes as  
2 necessary prior to filing a motion for class certification.

3 86. The “Class Period” is the time period beginning on the date established by the  
4 Court’s determination of any applicable statute of limitations, after consideration of any tolling,  
5 concealment, and accrual issues, and ending on the date of entry of judgement.

6 87. Excluded from the Class are Defendants, any affiliate, parent, or subsidiary of  
7 Defendants; any entity in which Cedars-Sinai has a controlling interest; any officer director, or  
8 employee of Defendants; any successor or assign of Defendants; anyone employed by counsel in  
9 this action; any judge to whom this case is assigned, his or her spouse and immediate family  
10 members; and members of the judge’s staff.

11 88. Numerosity/Ascertainability. Members of the Class are so numerous that joinder of  
12 all members would be unfeasible and not practicable. The exact number of Class members is  
13 unknown to Plaintiff at this time; however, it is estimated that there are hundreds of thousands of  
14 individuals in the Class. The identity of such membership is readily ascertainable from GoodRx’s  
15 records.

16 89. Typicality. Plaintiff’s claims are typical of the claims of the Class because Plaintiff  
17 used the GoodRx Platform and had his personally identifiable information and protected health  
18 information disclosed to the Tracking Defendants without his express written authorization or  
19 knowledge. Plaintiff’s claims are based on the same legal theories as the claims of other Class  
20 members.

21 90. Adequacy. Plaintiff is fully prepared to take all necessary steps to represent fairly  
22 and adequately the interests of the Class Members. Plaintiff’s interests are coincident with, and not  
23 antagonistic to, those of the members of the Class. Plaintiff is represented by attorneys with  
24 experience in the prosecution of class action litigation generally and in the emerging field of digital  
25 privacy litigation specifically. Plaintiff’s attorneys are committed to vigorously prosecuting this  
26 action on behalf of the members of the Class.

27 91. Common Questions of Law and Fact Predominate/Well Defined Community of  
28 Interest. Questions of law and fact common to the members of the Class predominate over

1 questions that may affect only individual members of the Class because Defendant has acted on  
2 grounds generally applicable to the Class. Such generally applicable conduct is inherent in  
3 Defendants' wrongful conduct. Questions of law and fact common to the Classes include:

- 4 (a) Whether Defendants violated Plaintiff's and Class members' privacy rights;  
5 (b) Whether Defendants' acts and practices violated the Common Law Invasion of  
6 Privacy;  
7 (c) Whether Defendants were unjustly enriched;  
8 (d) Whether Defendants' acts and practices violated California's Confidentiality of  
9 Medical Information Act, Civil Code §§ 56, *et seq.*;  
10 (e) Whether Defendants' acts and practices violated the California Invasion of Privacy  
11 Act, Cal. Penal Code §§ 630, *et seq.*;  
12 (f) Whether Plaintiff and Class members are entitled to damages under CIPA, the  
13 CMIA, or any other relevant statute;  
14 (g) Whether Plaintiff and the Class members are entitled to equitable relief, including  
15 but not limited to, injunctive relief, restitution, and disgorgement; and  
16 (h) Whether Plaintiff and the Class members are entitled to actual, statutory, punitive or  
17 other forms of damages, and other monetary relief.

18 92. Superiority. Class action treatment is a superior method for the fair and efficient  
19 adjudication of the controversy. Such treatment will permit a large number of similarly situated  
20 persons to prosecute their common claims in a single forum simultaneously, efficiently, and  
21 without the unnecessary duplication of evidence, effort, or expense that numerous individual  
22 actions would engender. The benefits of proceeding through the class mechanism, including  
23 providing injured persons or entities a method for obtaining redress on claims that could not  
24 practicably be pursued individually, substantially outweighs potential difficulties in management of  
25 this class action. Plaintiff knows of no special difficulty to be encountered in litigating this action  
26 that would preclude its maintenance as a class action.

**COUNT I**  
**Violation Of The California Invasion Of Privacy Act (“CIPA”)**  
**Cal. Penal Code § 631**

93. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class.

94. The California Invasion of Privacy Act (“CIPA”) is codified at Cal. Penal Code §§ 630 to 638. The Act begins with its statement of purpose, the major takeaway being: “to protect the right of privacy of the people of this state.” CIPA § 630.

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

96. Defendants are persons for purposes of § 631.

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

98. The Tracking Defendants’ technology (i.e., SDKs and pixels), Plaintiff’s and Class members’ browsers and mobile applications, and Plaintiff’s and Class members’ computing and mobile devices are a “machine, instrument, contrivance, or . . . other manner.”

99. At all relevant times, Defendant GoodRx aided, agreed with, and conspired with the

1 Tracking Defendants to track and intercept Plaintiff's and Class Members' personal and sensitive  
2 health information while accessing the GoodRx Platform. These communications were intercepted  
3 without the authorization and consent of the Plaintiff and Class Members.

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

10 101. The Tracking Defendants used or attempted to use the communications and  
11 information they received through their tracking technology, including to supply analytics and  
12 advertising services.

13 102. By incorporating the Tracking Defendants' technology on its Platform, GoodRx  
14 aided, agreed with, employed, and conspired with the Tracking Defendants to carry out the  
15 wrongful conduct alleged herein.

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

19 104. As a result of the above violations, Defendants are liable to Plaintiff and other Class  
20 Members in the amount of \$5,000 dollars per violation or three times the amount of actual damages  
21 (the greater of these two options). Additionally, Section 637.2 specifically states that "[it] is not a  
22 necessary prerequisite to an action pursuant to this section that the plaintiff has suffered, or be  
23 threatened with, actual damages."

24 105. Under the statute, Defendants are also liable for reasonable attorney's fees, and  
25 other litigation costs, injunctive and declaratory relief, and punitive damages in an amount to be  
26 determined by a jury, but sufficient to prevent the same or similar conduct by Defendants in the  
27 future.



**COUNT II**  
**Violation Of CIPA**  
**Cal. Penal Code § 632**

1  
2  
3           106. Plaintiff repeats the allegations contained in the paragraphs above as if fully set  
4 forth herein and brings this count individually and on behalf of the members of the Class.

5           107. Plaintiff brings this claim individually and on behalf of the members of the  
6 proposed Classes against Defendants.

7           108. CIPA § 632(a) prohibits an entity from:

8                           [I]ntentionally and without the consent of all parties to a confidential  
9 communication, use[] an electronic amplifying or recording device  
10 to eavesdrop upon or record the confidential communication,  
11 whether the communication is carried on among the parties in the  
12 presence of one another or by means of a telegraph, telephone, or  
13 other device, except a radio.

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

19           110. The Tracking Defendants' tracking technology (i.e., SDKs and pixels) are all  
20 electronic amplifying or recording devices for purposes of § 632.

21           111. At all relevant times, Defendants intentionally used the Tracking Defendants'  
22 technology on the GoodRx Platform to eavesdrop upon and record the confidential  
23 communications of Plaintiff and Members of the Classes in violation of § 632 of CIPA.

24           112. Plaintiff and members of the Classes did not consent to any of Defendants' actions.  
25 Nor have Plaintiff or members of the Classes consented to Defendants' intentional use of an  
26 electronic amplifying or recording device to eavesdrop upon and record their confidential  
27 communications.

28           113. The violation of CIPA § 632(a) constitutes an invasion of privacy sufficient to  
confer Article III standing.

1 114. Pursuant to Cal. Penal Code § 637.2, Plaintiff and members of the Classes have  
2 been injured by the violations of CIPA § 632(a), and each seeks statutory damages of \$5,000 for  
3 each of Defendants’ violations of CIPA § 632(a).

4 **COUNT III**  
5 **Common Law Invasion of Privacy**

6 115. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set  
7 forth herein and brings this claim individually and on behalf of the proposed Class.

8 116. The right to privacy in California’s constitution creates a right of action against  
9 private entities such as Defendants.

10 117. Plaintiff’s and Class members’ expectation of privacy is deeply enshrined in  
11 California’s Constitution. Article I, section I of the California Constitution provides: “All people  
12 are by nature free and independent and have inalienable rights. Among these are enjoying and  
13 defending life and liberty, acquiring, possessing, and protecting property and pursuing and  
14 obtaining safety, happiness, and privacy.”

15 118. The phrase “and privacy” was added in 1972 after voters approved a proposed  
16 legislative constitutional amendment designated as Proposition 11. Critically, the argument in  
17 favor of Proposition 11 reveals that the legislative intent was to curb businesses’ control over the  
18 unauthorized collection and use of consumers’ personal information, stating:

19 The right of privacy is the right to be left alone. ... It prevents government and  
20 business interests from collecting and stockpiling unnecessary information about us  
21 and from misusing information gathered for one purpose in order to serve other  
22 purposes or to embarrass us. Fundamental to our privacy is the ability to control  
23 circulation of personal information. This is essential to social relationships and  
24 personal freedom.

25 119. The principal purpose of this constitutional right was to protect against unnecessary  
26 information gathering, use, and dissemination by public and private entities, including Defendants.

27 120. To plead a California constitutional privacy claim, a plaintiff must show an invasion  
28 of (1) a legally protected privacy interest; (2) where the plaintiff had a reasonable expectation of  
privacy in the circumstances; and (3) conduct by the defendant constituting a serious invasion of  
privacy.

1            121. As described herein, Defendants have intruded upon legally protected privacy  
2 interests, including the California Constitution, which guarantees Californians the right to privacy;  
3 the CIPA; the CMIA; and HIPPA.

4            122. Plaintiff and Class members reasonably expected the personal and sensitive  
5 information they shared with GoodRx to remain private and confidential given the nature of the  
6 GoodRx Platform, which is primarily used to receive medical advice, treatment, prescriptions, and  
7 prescription coupons.

8            123. Plaintiff Class members had a reasonable expectation of privacy under the  
9 circumstances in that Plaintiff Class members could not reasonably expect GoodRx and the  
10 Tracking Defendants would commit acts in violation of federal and state civil and criminal laws;  
11 and GoodRx affirmatively promised users (including Plaintiff and Class members) it would not  
12 track or disseminate their communications or access their computer devices or web-browser when  
13 they sent or received sensitive or otherwise protected information, like their personally identifiable  
14 information or sensitive health information.

15            124. Defendants' actions constituted a serious invasion of privacy in that their conduct  
16 invaded the privacy rights of Americans (including Plaintiff and Class members) without their  
17 consent and further violated Plaintiff's and Class members' reasonable expectation of privacy via  
18 Tracking Defendants' review, analysis, and subsequent monetization and use of Plaintiff's and  
19 Class members' personally identifiable information, health information, and other sensitive data  
20 that Plaintiff and Class members considered private and confidential.

21            125. Committing these criminal acts against hundreds of thousands of Americans  
22 constitutes an egregious breach of social norms that is highly offensive.

23            126. The surreptitious and unauthorized tracking of the internet communications of  
24 hundreds of thousands of Americans, particularly where, as here, they have taken measures to  
25 ensure their privacy, constitutes an egregious breach of social norms that is highly offensive.

26            127. Defendants' intentional intrusions into Plaintiff's and Class members' private data  
27 and their accessing devices and web-browsers was highly offensive to a reasonable person in that  
28 Defendants violated federal and state criminal and civil laws designed to protect individual privacy.



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

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

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

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

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

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

22           142. Plaintiff and Class members have been damaged as a direct and proximate result of  
23 GoodRx’s invasion of their privacy and are entitled to just compensation, including monetary  
24 damages.

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

1 144. Plaintiff and Class members are also entitled to punitive damages resulting from the  
 2 malicious, willful, and intentional nature of GoodRx’s actions, directed at injuring Plaintiff and  
 3 Class members in conscious disregard of their rights. Such damages are needed to deter Defendants  
 4 from engaging in such conduct in the future.

5 145. Plaintiff also seeks such other relief as the Court may deem just and proper.

6 **COUNT V**  
 7 **Violation of California Confidentiality of Medical Information Act (“CMIA”)**  
 8 **Civil Code Section 56.06**

9 146. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
 10 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
 11 proposed Class.

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

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

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

26 150. GoodRx violated Cal. Civ. Code Section 56.06(e) because it did not maintain the  
 27 confidentiality of users’ medical information. GoodRx disclosed to third parties Plaintiff’s and  
 28

1 Class members' medical information without consent, including information concerning  
2 medications they were taking or were prescribed.

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

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

13 153. At the very least, GoodRx negligently disclosed medical information to Tracking  
14 Defendants in violation of Cal. Civ. Code Section 56.06(e).

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

19 **COUNT VI**  
20 **Violation of CMIA**  
21 **Civil Code Section 56.101**

22 155. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
23 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
24 proposed Class.

25 156. Cal. Civ. Code Section 56.101 (a) requires that every provider of health care "who  
26 creates, maintains, preserves, stores, abandons, destroys, or disposes of medical information shall  
27 do so in a manner that preserves the confidentiality of the information contained therein."  
28

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

4 158. GoodRx is a provider of health care who creates, maintains, preserves, stores,  
5 abandons, destroys, or disposes of medical information.

6 159. GoodRx failed to maintain, preserve, and store medical information in a manner that  
7 preserves the confidentiality of the information contained therein because it disclosed to Tracking  
8 Defendants, Plaintiff’s, and Class members’ medical information, including information  
9 concerning medications they were taking or were prescribed.

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

13 161. Accordingly, Plaintiff and Class members are entitled to: (1) nominal damages of  
14 \$1,000 per violation; (2) actual damages, in an amount to be determined at trial; (3) statutory  
15 damages pursuant to Cal. Civ. Code Section 56.36(c); and reasonable attorneys’ fees and other  
16 litigation costs reasonably incurred.

17 **COUNT VII**  
18 **Violation of CMIA**  
19 **Civil Code Section 56.10**

20 162. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
21 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
22 proposed Class.

23 163. Under the California Confidentiality of Medical Information Act section 56.10  
24 (“CMIA”), providers of health care are prohibited from disclosing medical information relating to  
25 their patients, without a patient’s authorization. Medical information refers to “any individually  
26 identifiable information, in electronic or physical form, in possession of or derived from a provider  
27 of health care... regarding a patient's medical history, mental or physical condition, or treatment.  
28



1 'Individually Identifiable' means that the medical information includes or contains any element of  
2 personal identifying information sufficient to allow identification of the individual...”.

3 164. Plaintiff and Class Members are patients, and, as a health care provider, GoodRx  
4 has an ongoing obligation to comply with the CMIA’s requirements.

5 165. GoodRx disclosed medical information without first obtaining authorization when it  
6 disclosed to third parties Tracking Defendants Plaintiff’s and Class members’ data, including  
7 personally identifiable information and prescription requests. No statutory exception applies.

8 166. GoodRx knowingly and willfully disclosed medical information without consent to  
9 Tracking Defendants for financial gain. Namely, to market and advertise its services, or to allow  
10 others to market and advertise its services, in violation of Cal. Civ. Code Section 56.10,  
11 subdivision (a).

12 167. At the very least, GoodRx negligently disclosed medical information in violation of  
13 Cal. Civ. Code Section 56.10, subdivision (a) through the unauthorized disclosure of Plaintiff’s and  
14 Class members’ sensitive medical information.

15 168. Accordingly, Plaintiff and Class members are entitled to: (1) nominal damages of  
16 \$1,000 per violation; (2) actual damages, in an amount to be determined at trial; (3) statutory  
17 damages pursuant to Cal. Civ. Code Section 56.35; and reasonable attorneys’ fees and other  
18 litigation costs reasonably incurred.

19 **COUNT VIII**  
20 **Violation of CMIA**  
21 **Civil Code Section 56.36**

22 169. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
23 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
24 proposed Class.

25 170. Cal. Civ. Code Section 56.36(B)(3)(A) prohibits any person of entity other than a  
26 licensed health care professional from knowingly or willfully obtaining medical information for  
27 financial gain.  
28

1 171. Cal. Civ. Code Section 56.36(B)(5) prohibits any person or entity who is not  
2 permitted to receive medical information under the CMIA from knowingly and willfully obtaining,  
3 disclosing, or using the medical information without written authorization.

4 172. The Tracking Defendants are entities who are not licensed health care professionals,  
5 and Tracking Defendants are not permitted to receive medical information under the CMIA.

6 173. The Tracking Defendants violated Cal. Civ. Code Sections 56.36(B)(3)(A) and  
7 (B)(5) because they knowingly and willfully obtained medical information from the GoodRx  
8 Platform without authorization for their own financial gain.

9 174. As described herein, the Tracking Defendants intentionally designed their software  
10 to intercept data from the websites and mobile applications in which they are incorporated.

11 175. The Tracking Defendants knew this software was incorporated on websites and  
12 mobile applications that would consequently lead to the interception of medical information,  
13 including medical information input in the GoodRx Platform.

14 176. The Tracking Defendants knowingly and willfully received this information without  
15 written authorization from Plaintiff and Class members, and did so for their own financial gain.  
16 Namely, to profit through advertising and analytics services they offer, as well as to improve their  
17 algorithms, data points, and other technologies.

18 177. Pursuant to Cal. Civ. Code Section 56.36(B)(3)(A) and Cal. Civ. Code Section  
19 56.36(B)(5), the Tracking Defendants are liable for a civil penalty up to \$250,000 per violation of  
20 these sections.

21 **COUNT IX**  
22 **Unjust Enrichment**

23 178. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
24 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
25 proposed Class.

26 179. Defendants received benefits from Plaintiff and Class members and unjustly  
27 retained those benefits at their expense.  
28

1 180. Defendants received benefits from Plaintiff and Class members in the form of the  
2 Plaintiff's highly valuable data, including health information and personally identifiable  
3 information, that Defendants wrongfully disclosed and intercepted from Plaintiff and Class  
4 members without authorization and proper compensation.

5 181. Defendants disclosed, intercepted, stored, and used this data for their own gain,  
6 providing Defendants with economic, intangible, and other benefits, including highly valuable data  
7 for analytics, advertising, and improvement of their platforms, algorithms, and advertising services.

8 182. Had Plaintiff known of Defendants' misconduct, she would not have provided any  
9 of their data to Defendants or have used or paid to use the GoodRx Platform.

10 183. Defendants unjustly retained these benefits at the expense of Plaintiff and Class  
11 members because Defendants' conduct damaged Plaintiff and Class members, all without  
12 providing any commensurate compensation to Plaintiff and Class members.

13 184. The benefits that GoodRx derived from Plaintiff and Class members rightly belong  
14 to Plaintiff and Class members. It would be inequitable under unjust enrichment principles in  
15 California and every other state for Defendants to be permitted to retain any of the profit or other  
16 benefits they derived from the unfair and unconscionable methods, acts, and trade practices alleged  
17 in this Complaint.

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

21 **COUNT X**  
22 **Violation of the California Consumers Legal Remedies Act ("CLRA")**  
23 **Cal. Civ. Code §§ 1750, *et seq.***

24 186. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
25 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
26 proposed Class.  
27  
28

1 187. GoodRx engaged in “unfair methods of competition and unfair or deceptive acts ...  
2 in a transaction ... that result[ed] ... in the sale ... of goods” to Plaintiff and the Class members in  
3 violation of Cal. Civ. Code § 1750 and Cal. Civ. Code § 1770(a)(5), (7), (9), (14), (16).

4 188. For instance, GoodRx made representations that it would protect Plaintiff’s privacy  
5 interest, including promising that it would “never provide advertisers or any other third parties any  
6 information that reveals a personal health condition or personal health information.”

7 189. GoodRx promised that it would only use “personal medical data” such as  
8 prescription drug information in “limited cases” as necessary to fulfill the user’s request. For  
9 instance, to text or email GoodRx coupons.

10 190. It also represented in public tweets and by displaying the HIPPA seal that it  
11 complied with HIPPA, which prohibits the disclosure of data for advertising and analytics without  
12 written authorization from the user.

13 191. GoodRx made these representations with no intention of living up to these  
14 representations. Contrary to these representations, GoodRx disclosed and allowed third parties to  
15 intercept Good Rx users’ sensitive data, including health data and personally identifiable  
16 information.

17 192. Further, GoodRx failed to disclose it secretly shared, used, and allowed third parties  
18 to intercept Plaintiff’s and Class members’ sensitive data, including PII and health information.

19 193. GoodRx was under a duty to disclose this information given its relationship with  
20 GoodRx users and its exclusive knowledge of its misconduct (e.g., the technology incorporated on  
21 the GoodRx platform, the data is disclosed and allowed third parties to intercept through this  
22 technology, and how it and third parties used this data).

23 194. Plaintiff and Class members would not have purchased, or would have paid  
24 significantly less for, GoodRx services and products had GoodRx not made these false  
25 representations. GoodRx profited directly from these sales, including through payment for these  
26 services and products, and from the data disclosed and intercepted.

27 195. Plaintiff, individually and on behalf of the Class, seeks an injunction requiring  
28 GoodRx to obtain consent prior to disclosing and otherwise using Plaintiff’s and Class members’

1 sensitive personal data and to delete the data already collected, and any other relief which the court  
2 deems proper.

3 **COUNT XI**

4 **Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.***

5 196. Plaintiff repeats the allegations contained in the foregoing paragraphs of this  
6 Complaint as if fully set forth herein and brings this claim individually and on behalf of the  
7 proposed Class.

8 197. Defendants' business acts and practices are "unlawful" under the Unfair  
9 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.* ("UCL"), because, as alleged above,  
10 Defendants violated the California common law and other statutes and causes of action described  
11 herein.

12 198. Defendants' business acts and practices are "unfair" under the UCL. California has  
13 a strong public policy of protecting consumers' privacy interests, including protecting consumers'  
14 personal data. Defendants violated this public policy by, among other things, disclosing and  
15 intercepting Plaintiff's and Class members' sensitive data, including personally identifiable  
16 information and health data, without consent.

17 199. GoodRx further engaged in unfair business practices because it made material  
18 misrepresentations and omissions concerning the information that it assured users it would not  
19 share with third parties, which deceived and misled users of the GoodRx platform.

20 200. Defendants' business acts and practices are also "unfair" in that they are immoral,  
21 unethical, oppressive, unscrupulous, and/or substantially injurious to consumers. The gravity of the  
22 harm of Defendants secretly disclosing, intercepting, and misusing Plaintiff's and Class members'  
23 sensitive personal data is significant, and there is no corresponding benefit resulting from such  
24 conduct. Finally, because Plaintiff and Class members were completely unaware of Defendants'  
25 conduct, they could not have possibly avoided the harm.

26 201. Defendants' business acts and practices are also "fraudulent" within the meaning of  
27 the UCL. Defendant GoodRx disclosed, and the Tracking Defendants intercepted, a large  
28 collection of sensitive personal data, including health information and personally identifiable,

1 without disclosing this practice and therefore acted without users' knowledge or consent.

2 Defendants' business acts and practices were likely to, and did, deceive members of the public  
3 including Plaintiff and Class members into believing this data was private and would not be shared  
4 with third parties.

5 202. GoodRx assured users that it "never provide[s] advertisers or any other third parties  
6 any information that reveals a personal health condition or personal health information."

7 203. GoodRx did not disclose that it would share this data with third parties, including  
8 with Tracking Defendants.

9 204. Such information was not kept private, as GoodRx disclosed and allowed the  
10 Tracking Defendants to intercept this data.

11 205. Defendants' violations were, and are, willful, deceptive, unfair, and unconscionable.

12 206. Had Plaintiff and Class members known their personal information, including health  
13 data and personally identifiable information, would be disclosed and intercepted, they would not  
14 have used or purchased, or would have paid significantly less for, GoodRx services and products.

15 207. Plaintiff and Class members have a property interest in their sensitive personal data.  
16 By surreptitiously disclosing and intercepting Plaintiff's and Class members' information,  
17 Defendants have taken property from Plaintiff and Class members without providing just or any  
18 compensation.

19 208. By unlawfully disclosing and intercepting this data, Defendants have taken money  
20 or property from Plaintiff and Class members.

21 209. For these reasons, Plaintiff seeks at least restitution and other equitable relief on  
22 behalf of himself and Class members as a result of Defendants' violations of the UCL.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 25 a. For a determination that this action is a proper class action;
- 26 b. For an order certifying the Class, naming Plaintiff as representative of the Class, and  
27 naming Plaintiff's attorneys as Class Counsel to represent the Class;
- 28 c. For an order declaring that Defendants' conduct violates the statutes referenced

