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

HOLLIS WILSON, 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.: 3:23-1293

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Hollis Wilson (“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”) (Criteo, Meta and Google are collectively referred to as the “Advertising and Analytics Defendants”) based upon personal knowledge, where applicable, information and belief, and the investigation of counsel.

SUMMARY OF ALLEGATIONS

1. GoodRx is a combination telehealth and prescription coupon company. Founded in

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

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

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

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

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

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

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

8 8. GoodRx claims that it values users’ privacy and that it does not disclose or share
9 the information it collects, including health information entered through the GoodRx Platform.

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

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

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

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

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

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

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

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

15 17. Unbeknownst to Plaintiff and Class members, this sensitive personal information
16 communicated through the GoodRx Platform, including health information relating to medical
17 treatments and prescriptions, was disclosed to and intercepted by some of the largest advertising and
18 social media companies in the country, including the Advertising and Analytics Defendants, upon
19 information and belief, with GoodRx’s knowledge and consent.

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

25 19. This information was not aggregated or deidentified nor were the Advertising and
26 Analytics Defendants prohibited from using this information for their own benefit. Defendants

1 Google, Meta, and Criteo used this information for their own purposes, including to allow GoodRx
2 to advertise on their platforms using GoodRx users' health data.

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

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

11 **PARTIES**

12 **A. Plaintiff**

13 22. Plaintiff Hollis Wilson is a resident of Burlingame, California.

14 23. Plaintiff used the GoodRx platform on multiple occasions between 2015 and 2019 to
15 obtain medical prescriptions.

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

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

1 benefit, including by increasing its overall revenue through advertisements and by improving the
2 GoodRx Platform. As such, GoodRx’s conduct was intentional despite knowing the privacy
3 violations it caused to Plaintiff and Class members.

4 Defendant Meta Platforms, Inc.

5 30. Defendant Meta Platforms, Inc. is a Delaware corporation with its principal place of
6 business located in Menlo Park, California.

7 31. Meta at all times knew that the incorporation of its software into the GoodRx
8 Platform would result in its interception of identifiable health information and other sensitive data.
9 Meta, as the creator of its SDK and Meta Pixel, knew that it intercepted each of a user’s interactions
10 on the website or mobile application that incorporated this technology. Meta has consistently come
11 under scrutiny for incorporating its technology on websites and applications that involve the
12 transmittal of sensitive data, including health information, as reported on by the *Wall Street Journal*
13 in February 2019, and subsequently investigated by the Federal Trade Commission and the New
14 York State Department of Financial Services. Further, since at least 2016, Meta has allowed granular
15 ad targeting based on sensitive information collected or received about individuals, including
16 relating to at least breast feeding, ethnicities, religious beliefs, and income levels.

17 32. Despite this, it was not until November 9, 2021 that Meta acknowledged its use of
18 data to target users based on “sensitive” topics, including “health” and how that was problematic.
19 While Meta stated that it would remove this functionality in part, it later clarified that the change
20 was limited to individuals’ interactions with “content” on the Facebook platform (i.e., the “Detailed
21 Targeting” option on Facebook) and ***did not apply to*** data intercepted through Meta Pixel or SDK
22 or collected through other means. Thus, third parties were still permitted to use “website custom
23 audiences” and “lookalike” audiences to target users based on the information Meta intercepted
24 through Meta Pixel and its SDK. Further, Meta has acknowledged its interception of sensitive data,
25 including health information, in public statements highlighting its efforts to develop a “Health
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1 Terms Integrity System” intended to filter out this type of information and prevent it from entering
2 Meta’s system.

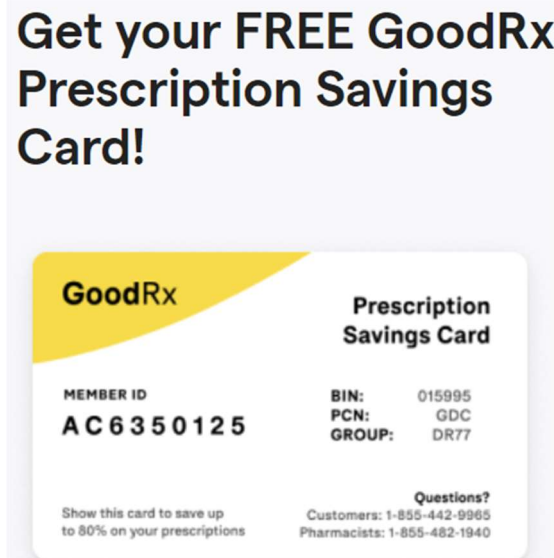
3 33. However, independent investigations have confirmed these data filtration systems
4 are not successful at preventing the interception of health data. For instance, researchers at *The*
5 *Markup* found while investigating the use of Meta Pixel on abortion-related websites that Meta’s
6 purported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

9 34. Meta’s own employees have confirmed the same, admitting that Meta lacks the
10 ability to prevent the collection of sensitive health data or its use in ads. For example, Meta engineers
11 on the ad and business product team wrote in a 2021 privacy overview “We do not have an adequate
12 level of control and explainability over how our systems use data, and thus we can’t confidently
13 make controlled policy changes or external commitments such as ‘we will not use X data for Y
14 purpose.’” As demonstrated by the continued incorporation of Meta’s tracking technology on the
15 GoodRx Platform, Meta did not take any steps to prevent its interception and use of GoodRx users’
16 sensitive health data. Meta’s conduct was intentional despite knowing the privacy violations it
17 caused to Plaintiff and Class members.

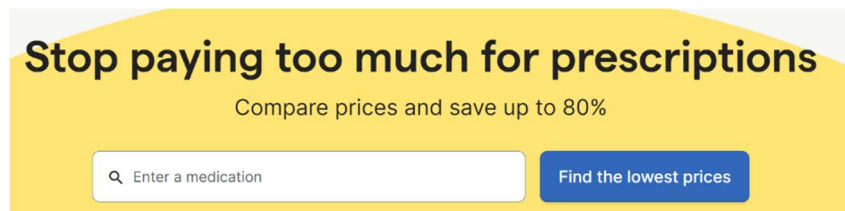
18 Defendant Google LLC

19 35. Defendant Google LLC is a Delaware limited liability company with its principal
20 place of business located in Mountain View, California. Google, as the creator of its SDK and Pixel,
21 and as an established advertising company, knew that it intercepted each of a user’s interactions on
22 the website or mobile application that incorporated this technology. Accordingly, Google at all times
23 knew that the incorporation of its software into the GoodRx Platform would result in its interception
24 of sensitive information, including health information relating to medical treatment and
25 prescriptions.

1 use this card for discounts on prescriptions at more than 70,000 pharmacies. An image of the
2 Prescription Savings Card is depicted below.









14 45. To search for prescription discounts, a user enters the medication name and selects a
15 local pharmacy, as depicted in the image below. They can then text, email, or print a copy of a
16 GoodRx Coupon to use when picking up the prescription. When a user does so, GoodRx obtains a
17 record of this purchase that includes the user’s name, date of birth, and prescription information.



23 46. GoodRx also offers telehealth services through the brand names “HeyDoctor” and
24 GoodRx Care.” These services require a user to enter PII, including their first and last name, email
25 address, phone number, biological sex, and current address. The user is then prompted to select the
26 type of treatment they are seeking, such as urinary tract infection, erectile dysfunction, anxiety,

1 depression, acne treatment, birth control, and short-term medication refills. Below is an example of
 2 what a user sees on the GoodRx platform.

 UTI (Urinary Tract Infection) Same-day prescription to treat your UTI. Expert advice on preventing future UTIs. Start Now	 Erectile Dysfunction Same-day prescription for ED medication. Discreetly delivered or pharmacy pickup. Start Now	 Birth Control Same-day birth control prescriptions. Start or refill any pill, ring, or patch. Start Now
 Anxiety, Stress, and Depression Medicine Refill Refill your anxiety, stress, and depression medication today. No insurance needed. Start Now	 Acne Treatment and Prevention Acne is a common skin condition that causes blemishes. We provide prescription strength creams and medicines to cure and prevent it. Start Now	 Short-Term Medicine Refill Get a short-term (30 or 90 day supply depending on the medicine) refill of the medicines you take regularly. Start Now

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

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

1 **B. GoodRx Promises Users it Will Keep Communications Confidential**

2 49. Users reasonably expect communications with GoodRx concerning their sensitive
3 health information will remain confidential. GoodRx assured users this information would remain
4 confidential.

5 50. GoodRx likewise assured users that it would maintain the privacy and confidentiality
6 of communications made through its platforms. GoodRx’s privacy policy reinforces this notion that
7 users’ sensitive data, including health information, would not be shared or used by third parties. For
8 instance, between October 2017 and March 2019, GoodRx’s privacy policy stated expressly that
9 “we never provide advertisers or any other third parties any *information that reveals a personal*
10 *health condition or personal health information.*”

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

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

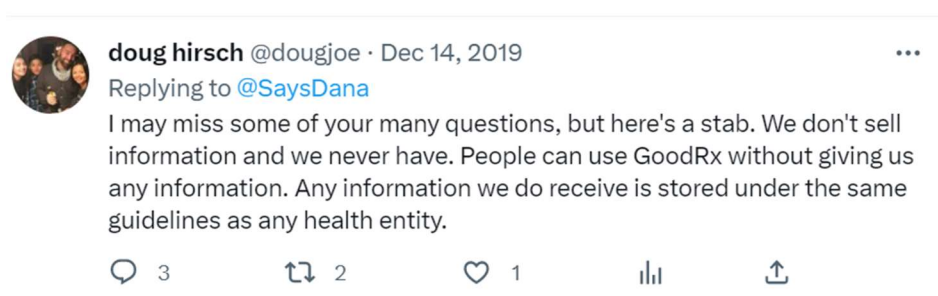
17 53. Between October 2017 and October 2019, it promised that when this information
18 was shared in this limited capacity, it “ensures that these third parties are bound to comply with
19 federal standards as to how to treat ‘medical data’ that is linked with your name, contact information
20 and other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

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

25 55. GoodRx’s HeyDoctor privacy policy made similar promises, never disclosing or
26 mentioning that health information would be used or shared with advertisers. Indeed, between
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1 October 2018 and July 2020, this policy told users that their information would only be shared to
 2 provide access to telehealth services and that GoodRx would obtain users’ consent prior to
 3 disclosing it for any other reason. It also displayed a HIPPA seal, representing that its website
 4 complied with HIPPA regulations, including the prohibition against sharing health information
 5 without written authorization from the user.

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



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 14 57. 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.



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

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

5 60. GoodRx knew that it disclosed and allowed third parties to intercept its users’
6 sensitive personal information, including health data. Indeed, it intentionally created “Custom App
7 Events” that were sent to these third parties with obvious names, such as “Drug Name” and “Drug
8 Category” that clearly conveyed health information. It then used this information to categorize users
9 based on the medical condition they had or medication they used to serve targeted advertisements
10 relating to those conditions and treatment.

11 61. This information was shared with at least the Advertising and Analytics Defendants
12 Meta, Google, and Criteo, and at least a dozen other companies.

13 **C. Meta’s Tracking Technology on the GoodRx Platform**

14 62. Meta is one of the largest advertising companies in the country. To date, Meta
15 generates nearly 98% of its revenue through advertising, bringing in a grand total of \$114.93 billion
16 in 2021. Meta’s advertising business began back in 2007 with the creation of “Facebook Ads,”
17 which was marketed as a “completely new way of advertising online” that would allow “advertisers
18 to deliver more tailored and relevant ads.”

19 63. Meta provides advertising on its own platforms, such as Facebook and Instagram, as
20 well as websites outside these apps through the Facebook Audience Network. Facebook alone has
21 more than 2.9 billion active users.

22 64. Meta’s advertising business has been extremely successful due, in large part, to
23 Meta’s ability to target people at a granular level. “Among many possible target audiences, [Meta]
24 offers advertisers,” for example, “1.5 million people ‘whose activity on Facebook suggests that
25 they’re more likely to engage with/distribute liberal political content’ and nearly seven million
26 Facebook users who ‘prefer high-value goods in Mexico.’”

1 65. Given the highly specific data used to target specific users, it is no surprise that
2 millions of companies and individuals utilize Meta’s advertising services. Meta generates
3 substantially all of its revenue from selling advertisement placements. One of Meta’s most powerful
4 advertising tools is Meta Pixel, formerly known as Facebook Pixel, which launched in 2015 and its
5 SDK.

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

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

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

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

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

1 71. 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 72. 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 73. At the time Plaintiff Hollis Wilson used the GoodRx Platform, she maintained active
11 Facebook and Instagram accounts. Plaintiff Hollis Wilson accessed the GoodRx Platform from the
12 same device she used to visit Facebook and Instagram, and Meta associated the data it collected
13 about her from the GoodRx Platform with her Facebook and Instagram accounts and other PII.

14 74. 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 75. 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 76. 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
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1 to create “custom audiences” to target the user, as well as other Facebook users who match members
2 of the audiences’ criteria.

3 77. 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 78. 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 79. 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?” In these same leaked documents, another employee explained Meta does “not have an
13 adequate level of control and explainability over how our systems use data, and thus we can’t
14 confidently make controlled policy changes or external commitments such as ‘we will not use X
15 data for Y purpose.’ And yet, that is exactly what regulators expect us to do, increasing our risk of
16 mistakes and misrepresentation.” Thus, once the data enters the Meta system, either through its SDK
17 or Pixel, the data can be used for any and all purposes.

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

22 81. GoodRx uses at least the Meta Pixel on the GoodRx Platform. As a result, GoodRx
23 disclosed and Meta intercepted users’ interactions on the GoodRx Platform. Meta received at least
24 “Custom Events” named by GoodRx and URLs that disclosed the name of the medication, the health
25 condition relating to that medication, the medication quantity, pharmacy name, and the user’s city,
26 state, zip code, and IP address. Meta also received additional PII, including name, email address,
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1 address, phone number, and gender. Meta and GoodRx used this data, as well as other data uploaded
2 directly to Meta by GoodRx, so that GoodRx could run advertisements using its services.

3 82. Plaintiff Hollis Wilson provided her PII, health information, and other sensitive data
4 to GoodRx to obtain medical treatment and prescriptions. This information was disclosed to and
5 intercepted by Meta.

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

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

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

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

20 86. Google offers several analytics products, including SDKs and a tracking pixel, which
21 exist solely to help drive ad revenue. For instance, Google's SDK and pixel integrate with Google's
22 advertising offerings, such as Google Ads, Search Ads 360, Google Cloud, and Google Ad Manager,
23 to direct more individuals to use Google's ad network and products increasing Google's overall ad
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25 ¹ ALPHABET INC., ANNUAL REPORT (FORM 10-K) (Feb. 2, 2021), available at
26 <https://www.sec.gov/Archives/edgar/data/1652044/000165204421000010/goog-20201231.htm>.

1 revenue. Products like Google’s SDK and its tracking pixel also improve the company’s advertising
2 network and capabilities by providing more wholesome profiles and data points on individuals.

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

8 88. Google continued updating its analytics platform, launching Universal Analytics in
9 2012. Universal Analytics offered new tracking codes and tools that provided more in-depth
10 information about user behavior. Also, Universal Analytics enabled tracking the same user across
11 multiple devices through its addition of the User-ID feature, which “associate[s] a persistent ID for
12 a single user with that user’s engagement data from one or more sessions initiated from one or more
13 devices.”

14 89. In 2020, Google launched Google Analytics 4, a platform combining Google
15 Analytics with Firebase to analyze both app and web activity. Since launching Google Analytics,
16 Google has become one of the most popular web analytics platforms on the internet. Indeed, Google
17 had a \$62.6 billion dollar increase in advertising revenues in 2021, compared to 2020, after
18 launching its most recent version of Google Analytics.

19 90. Google touts Google Analytics as a marketing platform that offers “a complete
20 understanding of your customers across devices and platforms.”² It allows companies and
21 advertisers that utilize it to “understand how your customers interact across your sites and apps,
22 throughout their entire lifestyle,” “uncover new insights and anticipate future customer actions with
23 Google’s machine learning to get more value out of your data,” “take action to optimize marketing

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

1 performance with integrations across Google’s advertising and publisher tools,” and “quickly
2 analyze your data and collaborate with an easy-to-use interface and shareable reports.”³

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

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

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

19 94. In addition to using the data collected through Google Analytics to provide marketing
20 and analytics services, Google also uses the data collected through Google Analytics to improve its
21 ad targeting capabilities and data points on users.

22 95. GoodRx uses Google’s pixel and SDK on the GoodRx Platform. As a result, GoodRx
23 disclosed and Google intercepted users’ interactions on the GoodRx Platform. Google received at
24 least “Custom Events” named by GoodRx and URLs that disclosed the name of the medication,

25
26 ³ *Id.*

1 drug type, the health condition relating to that medication, the medication quantity and dosage, and
2 pharmacy ID. Google also received additional PII, including phone number, email address, zip code,
3 IP address, as well as unique advertising IDs and device IDs that uniquely identify the user and their
4 device.

5 96. Plaintiff Hollis Wilson provided her PII, health information, and other sensitive data
6 to GoodRx to obtain medical treatment and prescriptions. This information was disclosed to and
7 intercepted by Google.

8 97. Plaintiff Hollis Wilson did not consent to the interception or disclosure of her data to
9 Google. GoodRx's disclosure, and Google's interception, of Plaintiff Hollis Wilson's PII, health
10 data, and other highly sensitive information without her consent is an invasion of privacy and
11 violates several laws, including the CMIA and CIPA.

12 **E. Criteo's Tracking Technology on the GoodRx Platform**

13 98. Criteo is a digital advertising company that focuses on serving personalized
14 advertisements. In 2021, Criteo earned 2.2 billion in revenue.

15 99. Criteo offers data collection and advertising technology to other companies. For
16 instance, Criteo offers the "Criteo One Tag" which is a snippet of code similar to the Meta Pixel.

17 100. Using the Criteo One Tag, or by uploading data separately, companies like GoodRx
18 can utilize Criteo's advertising platform to target specific users. For instance, Criteo offers
19 "audiences" that group users based on a specific data point or similarity between them.

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

24 102. Plaintiff Hollis Wilson provided her PII, health information, and other sensitive data
25 to GoodRx to obtain medical treatment and prescriptions. This information was disclosed to and
26 intercepted by Criteo.

1 103. Plaintiff Hollis Wilson did not consent to the interception or disclosure of her data to
2 Criteo. GoodRx’s disclosure, and Google’s interception, of Plaintiff Hollis Wilson’s PII, health
3 data, and other highly sensitive information without her consent is an invasion of privacy and
4 violates several laws, including the CMIA and CIPA.

5 **F. Plaintiff and Class Members Do Not Consent to Defendants’ Conduct**

6 104. Plaintiff and Class Members had no way of knowing that GoodRx was disclosing,
7 and the Advertising and Analytics Defendants were intercepting, their communications when
8 interacting with the GoodRx Platform, because their software is inconspicuously incorporated in the
9 background. Accordingly, Plaintiff and Class Members did not consent to Defendants’ conduct in
10 intercepting, sharing, and using their data.

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

15 106. This is especially true given GoodRx’s consistent representations that this
16 information would remain private and confidential. For instance, between October 2017 and March
17 2019, GoodRx’s privacy policy stated expressly that “we never provide advertisers or any other
18 third parties any *information that reveals a personal health condition or personal health*
19 *information.*” Accordingly, Plaintiff and Class members did not consent to Defendants’ conduct.

20 **G. Plaintiff and Class Members Have a Reasonable Expectation of Privacy in Their**
21 **Communications on the GoodRx Platforms**

22 107. Plaintiff and Class members have a reasonable expectation of privacy in their
23 communications on the GoodRx Platform, including their health information.

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

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

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

10 111. Another recent study by DataGrail revealed that 67% of people were willing to pay
11 \$100 or more annually to keep their information out of the hands of companies and the government.
12 The same study revealed that 75% of people would abandon brands that do not take care of their
13 data.

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

21 113. Defendants' surreptitious disclosure and interception of Plaintiff and Class members'
22 privacy communications, including PII, health information, and other sensitive data violates
23 Plaintiff's and Class members' privacy interests.

1 120. 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.

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

6 122. 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.

9 123. 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.”

13 124. 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.

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

18 126. 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.

21 127. 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**

24 128. Defendants had exclusive knowledge that the GoodRx Platform incorporated the
25 Advertising and Analytics Defendants’ software, yet failed to disclose that fact to users, or that by
26

1 interacting with the GoodRx Platform Plaintiff and Class members' sensitive data, including PII and
2 health data, would be disclosed to and intercepted by third parties

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

6 130. The applicable statutes of limitation have been tolled as a result of Defendants'
7 knowing and active concealment and denial of the facts alleged herein.

8 131. 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.

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

14 133. 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.

17 134. 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.

21 135. 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.

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

1 137. 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.

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

6 **CLASS ACTION ALLEGATIONS**

7 139. 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.

11 140. 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.

16 141. **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.

19 142. **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;

- 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.

9 143. **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.

12 144. **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.

20 145. **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.

1 146. 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**

5 147. 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.

11 148. 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.

18 149. 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)**

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

1 151. 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.

5 152. 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.

9 153. 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.

14 154. 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.

17 155. 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.

20 156. 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.”

24 157. 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.*”

1 158. 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.

4 159. 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.

7 160. 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.

12 161. 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.

16 162. 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.

18 163. 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.

21 164. 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.

25 165. 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.

3 166. 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)**

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

10 168. 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.

14 169. 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.

18 170. 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.

21 171. 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.

25 172. 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.

1 173. Defendants’ intentional intrusion on Plaintiff’s and Class members’ solitude or
2 seclusion would be highly offensive to a reasonable person. Plaintiff and Class members reasonably
3 expected, based on GoodRx’s repeated assurances, that their information would not be disclosed to
4 or collected by any third parties, including to Advertising and Analytics Defendants.

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

10 175. The offensiveness of this conduct is all the more apparent because Advertising and
11 Analytics Defendants’ interception, storage, and use of this information was conducted
12 inconspicuously in a manner that Plaintiff and Class members would be unable to detect and was
13 contrary to the actual representations made by GoodRx.

14 176. Given the highly sensitive of the data that Advertising and Analytics Defendants
15 intercepted, such as private details about medications and health information, this kind of intrusion
16 would be (and in fact is) highly offensive to a reasonable person.

17 177. As a result of Advertising and Analytics Defendants’ actions, Plaintiff and Class
18 members have suffered harm and injury, including but not limited to an invasion of their privacy
19 rights.

20 178. Plaintiff and Class members have been damaged as a direct and proximate result of
21 Defendants’ invasion of their privacy and are entitled to just compensation, including monetary
22 damages.

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

1 180. Plaintiff and Class members are also entitled to punitive damages resulting from the
2 malicious, willful, and intentional nature of Defendants' 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.

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

6 **THIRD CLAIM FOR RELIEF**
7 **Unjust Enrichment**
8 **(On Behalf of Plaintiff and the Class)**
9 **(Against All Defendants)**

10 182. Plaintiff re-alleges and incorporates the preceding allegations of this Complaint with
11 the same force and effect as if fully restated herein.

12 183. Defendants received benefits from Plaintiff and Class members and unjustly retained
13 those benefits at their expense.

14 184. Defendants received benefits from Plaintiff and Class members in the form of the
15 Plaintiff's highly valuable data, including health information and PII, that Defendants wrongfully
16 disclosed and intercepted from Plaintiff and Class members without authorization and proper
17 compensation.

18 185. Defendants disclosed, intercepted, stored, and used this data for their own gain,
19 providing Defendants with economic, intangible, and other benefits, including highly valuable data
20 for analytics, advertising, and improvement of their platforms, algorithms, and advertising services.

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

23 187. Defendants unjustly retained these benefits at the expense of Plaintiff and Class
24 members because Defendants' conduct damaged Plaintiff and Class members, all without providing
25 any commensurate compensation to Plaintiff and Class members.

26 188. The benefits that GoodRx derived from Plaintiff and Class members rightly belong
27 to Plaintiff and Class members. It would be inequitable under unjust enrichment principles in
28

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.

4 189. 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)**

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

14 191. 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.

19 192. 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.

22 193. 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.

1 194. 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.

5 195. 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.

9 196. 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.

15 197. 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).

17 198. 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)**

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

1 this objective, Advertising and Analytics Defendants acted intentionally or alternatively, with
2 knowledge that GoodRx’s misappropriation of Plaintiff’s and Class members’ medical information
3 was a violation of the CMIA.

4 215. Advertising and Analytics Defendants provided substantial assistance and
5 encouragement to GoodRx’s violation of the CMIA, including by providing the means, i.e., SDKs
6 and pixels, to share and disclose this data. Advertising and Analytics Defendants knew that their
7 software could be seamlessly integrated without alerting users that their sensitive medical
8 information would be shared with Advertising and Analytics Defendants.

9 216. Advertising and Analytics Defendants’ agreements with GoodRx and receipt of
10 Plaintiff’s and Class members’ sensitive information, including medical information, is a substantial
11 factor in causing the violations of the CMIA alleged herein. For example, in the absence of
12 Advertising and Analytics Defendants’ technology, GoodRx would likely not have shared Plaintiff’s
13 and Class members’ medical information.

14 217. Given the lucrative value of Plaintiff’s and Class members’ medical information,
15 Advertising and Analytics Defendants were willing to receive, and encouraged, GoodRx to share
16 this data. As a result, Advertising and Analytics Defendants aided and abetted GoodRx’s CMIA
17 violations and are therefore jointly liable with GoodRx for the relief sought by Plaintiff and the
18 Class.

19 **EIGHTH CLAIM FOR RELIEF**
20 **Violation of CMIA**
21 **Civil Code Section 56.36**
22 **(On Behalf of Plaintiff and the Class)**
23 **(Against Advertising and Analytics Defendants)**

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

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

1 220. 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.

4 221. The Advertising and Analytics Defendants are entities who are not licensed health
5 care professionals, and Advertising and Analytics Defendants are not permitted to receive medical
6 information under the CMIA.

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

10 223. As described herein, the Advertising and Analytics Defendants intentionally
11 designed their software to intercept data from the websites and mobile applications in which they
12 are incorporated.

13 224. The Advertising and Analytics Defendants knew this software was incorporated on
14 websites and mobile applications that would consequently lead to the interception of medical
15 information, including medical information input in the GoodRx Platform.

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

20 226. Pursuant to Cal. Civ. Code Section 56.36(B)(3)(A) and Cal. Civ. Code Section
21 56.36(B)(5), the Advertising and Analytics Defendants are liable for a civil penalty up to \$250,000
22 per violation of these sections.

1 interception and use of the contents of Plaintiff and Class members’ communications. Additionally,
2 Google and Meta have adopted California substantive law to govern their relationship with users.

3 232. The Advertising and Analytics Defendants’ technology (i.e., SDKs and pixels),
4 Plaintiff’s and Class members’ browsers and mobile applications, and Plaintiff’s and Class
5 members’ computing and mobile devices are a “machine, instrument, contrivance, or . . . other
6 manner.”

7 233. At all relevant times, the Advertising and Analytics Defendants, through their SDKs
8 and pixels, intentionally tapped or made unauthorized connections with, the lines of internet
9 communication between Plaintiff and Class members and GoodRx’s website and app without the
10 consent of all parties to the communication.

11 234. The Advertising and Analytics Defendants, willfully and without the consent of
12 Plaintiff and Class members, read or attempt to read, or learn the contents or meaning of Plaintiff
13 and Class members’ communications to GoodRx while the communications are in transit or passing
14 over any wire, line or cable, or were being received at any place within California when it intercepted
15 Plaintiff and Class members’ communications and data with GoodRx, which is headquartered in
16 California, in real time.

17 235. The Advertising and Analytics Defendants used or attempted to use the
18 communications and information they received through their tracking technology, including to
19 supply analytics and advertising services.

20 236. By incorporating the Advertising and Analytics Defendants’ technology on its
21 website, GoodRx aided, agreed with, employed, and conspired with Advertising and Analytics
22 Defendants to carry out the wrongful conduct alleged herein.

23 237. The interception of Plaintiff’s and Class members’ communications was without
24 authorization and consent from the Plaintiff and Class members. Accordingly, the interception was
25 unlawful and tortious.

1 244. Plaintiff and Class members expected their communications to GoodRx to be
2 confined to GoodRx in part, because of GoodRx’s consistent representations that these
3 communications would remain confidential. Plaintiff and Class members did not expect third
4 parties, and specifically Advertising and Analytics Defendants, to secretly eavesdrop upon or record
5 this information and their communications.

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

8 246. By contemporaneously intercepting and recording Plaintiff’s and Class members’
9 confidential communications to GoodRx through this technology, Advertising and Analytics
10 Defendants eavesdropped and/or recorded confidential communications through an electronic
11 amplifying or recording device in violation of § 632 of CIPA.

12 247. At no time did Plaintiff or Class members consent to the Advertising and Analytics
13 Defendants’ conduct, nor could they reasonably expect that their communications to GoodRx would
14 be overheard or recorded by Advertising and Analytics Defendants.

15 248. The Advertising and Analytics Defendants utilized Plaintiff’s and Class members’
16 sensitive medical information for their own purposes, including advertising and analytics.

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

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

ELEVENTH CLAIM FOR RELIEF
Violation of the California Consumers Legal Remedies Act (“CLRA”)
Cal. Civ. Code §§ 1750, et seq
(On Behalf of Plaintiff and the Class)
(Against GoodRx)

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

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

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

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

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

256. GoodRx made these representations with no intention of living up to these representations. Contrary to these representations, GoodRx disclosed and allowed third parties to intercept Good Rx users’ sensitive data, including health data and PII.

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

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

1 intercepting Plaintiff's and Class members' sensitive data, including PII and health data, without
2 consent.

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

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

12 268. Defendants' business acts and practices are also "fraudulent" within the meaning of
13 the UCL. Defendant GoodRx disclosed, and the Advertising and Analytics Defendants intercepted,
14 a large collection of sensitive personal data, including health information and PII, without disclosing
15 this practice and therefore acted without users' knowledge or consent. Defendants' business acts
16 and practices were likely to, and did, deceive members of the public including Plaintiff and Class
17 members into believing this data was private and would not be shared with third parties.

18 269. GoodRx assured users that it "never provide[s] advertisers or any other third parties
19 any ***information that reveals a personal health condition or personal health information.***"

20 270. GoodRx did not disclose that it would share this data with third parties, including
21 with Advertising and Analytics Defendants.

22 271. Such information was not kept private, as GoodRx disclosed and allowed the
23 Advertising and Analytics Defendants to intercept this data.

24 272. Defendants' violations were, and are, willful, deceptive, unfair, and unconscionable.
25
26
27

1 WHEREFORE, Plaintiff on behalf of themselves and the proposed Class respectfully
2 requests that the Court enter an order:

- 3 A. Certifying the Class and appointing Plaintiff as the Class’s representative;
4 B. Finding that Defendants’ conduct was unlawful, as alleged herein;
5 C. Awarding declaratory relief against Defendants;
6 D. Awarding such injunctive and other equitable relief as the Court deems just and
7 proper;
8 E. Awarding Plaintiff and the Class members statutory, actual, compensatory,
9 consequential, punitive, and nominal damages, as well as restitution and/or
10 disgorgement of profits unlawfully obtained;
11 F. Awarding Plaintiff and the Class members pre-judgment and post-judgment interest;
12 G. Awarding Plaintiff and the Class members reasonable attorneys’ fees, costs, and
13 expenses; and
14 H. Granting such other relief as the Court deems just and proper.
15

16 Dated: March 20, 2023

/s/ Jonathan Shub

17 Jonathan Shub # 237708
18 Benjamin F. Johns (*pro hac vice* forthcoming)
19 Samantha E. Holbrook (*pro hac vice* forthcoming)
20 **SHUB LAW FIRM LLC**
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Counsel for Plaintiff

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

HOLLIS WILSON, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) San Mateo County

(c) Attorneys (Firm Name, Address, and Telephone Number) SHUB LAW FIRM LLC Jonathan Shub Benjamin F. Johns Samantha E. Holbrook 134 Kings Highway E Haddonfield, NJ 08033 Tel: (856) 772-7200

DEFENDANTS

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

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) Los Angeles County

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332 (d)

Brief description of cause:

Unfair competition and privacy claims

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Laura Beeler

DOCKET NUMBER 3:2023-cv-00501

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/20/2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jonathan Shub

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.