

1 Genie Harrison, SBN 163641  
2 Amber Phillips, SBN 280107  
3 GENIE HARRISON LAW FIRM  
4 1111 S. Grand Ave., Suite 101  
5 Los Angeles, CA. 90015  
6 Telephone No.: (213) 805-5301  
7 Facsimile No.: (213) 805-5306  
8 genie@genieharrisonlaw.com  
9 amber@genieharrisonlaw.com

6 Lisa L. Maki, SBN 158987  
7 Allison M. Schulman, SBN 272081  
8 LAW OFFICES OF LISA L. MAKI  
9 1111 S. Grand Ave., Suite 101  
10 Los Angeles, CA. 90015  
11 Telephone No.: (213) 745-9511  
12 Facsimile No.: (213) 745-9611  
13 lmaki@lisamaki.net  
14 aschulman@lisamaki.net

11 Attorneys for PLAINTIFF A. DOE

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF LOS ANGELES

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAR 14 2014

Sherri R. Carter, Executive Officer/Clerk  
By Shaunya Bolden, Deputy

BC 539436

17 A. DOE, individually and on behalf of all  
18 others similarly situated,

18 Plaintiffs,

19 vs.

20 Sutherland Healthcare Solutions Inc.; County  
21 of Los Angeles; and DOES 1 through 20,  
22 inclusive,

23 Defendants.

Case No.:

PLAINTIFFS' CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF:

1. Violation of Confidentiality of  
Medical Information Act (Civil Code  
§§ 56 et seq.)
2. Negligence
3. Violation of Right to Privacy
4. Violation of Civil Code §1798.81.5
5. Breach of State Security Notification  
Laws (Civil Code §1798.82)
6. Violation of Bus. & Prof. Code  
§17200 et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff A. DOE (“plaintiff”), whose identity is being protected due to the privacy breaches  
2 alleged herein, brings this action for damages and injunctive relief, demanding a trial by jury, on behalf  
3 of herself and all others similarly situated against defendants Sutherland Healthcare Solutions  
4 (“Sutherland”), County of Los Angeles (“County of Los Angeles”) and Does 1 through 20, inclusive,  
5 (“defendants”) and states upon information and belief:

6  
7 NATURE OF THE ACTION

8 1. This Class action seeks damages and injunctive relief against defendants for their  
9 unlawful disclosure and/or release of confidential medical information obtained from patients, arising  
10 from the actual theft of the patients’ personally identifiable information and the actual or potential  
11 theft of the patients’ protected health and medical information.

12 2. Defendants deliberately, recklessly, and/or negligently failed to maintain reasonable  
13 procedures and/or internal controls as legally required to protect the Class members’ confidential and  
14 protected health and medical information. As a result of defendants’ unlawful conduct, plaintiff and  
15 the Class members’ valuable and protected personal and medical information was improperly  
16 misappropriated without authorization in violation of California law.

17 3. Defendants’ breach as elaborated herein are per se violations of California’s  
18 Confidentiality of Medical Information Act (“CMIA”), *Cal. Civ. Code* §§ 56, *et seq.*, negligence,  
19 violation of *Cal. Health & Safety Code* §1280.15, violations of privacy rights including as set forth in  
20 Article I, Section I, of the California Constitution, and as set forth in common law, violations of *Civil*  
21 *Code* § 1798.81.5 and breach of state security notification laws per *Civil Code* § 1798.82, failure to  
22 provide timely notice of breach of confidential information, and an “illegal” business practice under  
23 California’s Unfair Competition Law (“UCL”), *Cal. Bus. & Prof. Code* §§ 17200, *et seq.*

24 4. Plaintiff seeks statutory and punitive damages (including *Cal. Civ. Code* §§ 56.35 and  
25 56.36) for defendants’ wrongful disclosures and/or release, injunctive or similar equitable relief, and  
26 imposition of a constructive trust on behalf of the Class members as pled herein.

27 PARTIES

28 5. Plaintiff A. DOE is an adult female who resides in Los Angeles County, California.

1           6. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
2 defendant Sutherland is a corporation doing business in Los Angeles County, California.

3           7. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
4 defendant Sutherland provided patient and billing collections services for Los Angeles County,  
5 including the Los Angeles County Department of Health Services and Department of Public Health.

6           8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
7 defendant Los Angeles County, along with its Department of Health Services and the Los Angeles  
8 Department of Public Health, is and were at all times relevant herein agencies, entities, departments  
9 and/or subdivisions of the County of Los Angeles, a municipality and public entity duly organized and  
10 existing under the laws of the State of California.

11          9. On March 14, 2014, plaintiff filed a Notice of Claim with the County of Los Angeles  
12 ("Tort Claim"). Plaintiff will amend this Complaint to assert exhaustion of administrative remedies  
13 when the County of Los Angeles rejects the Tort Claim.

14          10. The true names and capacities, whether corporate, associate, individual or otherwise of  
15 defendants DOES 1 through 20, inclusive, are unknown to plaintiff, who therefore sues said  
16 defendants by such fictitious names pursuant to California *Code of Civil Procedure* § 474. Each of the  
17 Defendants designated herein as a DOE is negligently or otherwise legally responsible in some  
18 manner for the events and happenings herein referred to and caused injuries and damages proximately  
19 thereby to plaintiff, as herein alleged. Plaintiff will ask leave of Court to amend this Complaint to  
20 show their names and capacities when the same have been ascertained.

21          11. Whenever and wherever reference is made in this complaint to any act or failure to act  
22 by a defendant or defendants, such allegations and references shall also be deemed to mean the acts  
23 and/or failures to act by each defendant acting individually, jointly, and severally.

24   **JURISDICTION AND VENUE**

25          12. The California Superior Court has jurisdiction over this action pursuant to California  
26 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes  
27 except those given by statute to other trial courts." The statutes under which this action is brought do  
28 not specify any other basis for jurisdiction.



1 18. On information and belief, and based thereon alleged, plaintiff believes that the  
2 information was not encrypted.

3 19. Although the theft allegedly took place on February 5, 2014, the notification was not  
4 sent to plaintiff and the Class members until on or about March 6, 2014, 29 days after the breach.

5 20. As a direct and/or proximate result of defendants' wrongful actions and/or inaction,  
6 plaintiff's and the Class member's confidential and personal information and records were stolen and  
7 disseminated into the public domain without their knowledge, authorization, and/or consent.

8 21. As a further direct and/or proximate result, plaintiff and the Class members suffered,  
9 and will continue to suffer, damages including without limitation expenses for credit monitoring and  
10 insurance, out of pocket expenses, loss of privacy, and other economic and non-economic harm.

11 CLASS ACTION ALLEGATIONS

12 22. Plaintiff brings this action pursuant to *Code of Civil Procedure* § 382 and *Civil Code* §  
13 1781, on behalf of herself and all others similarly situated, and seeks certification of a Class consisting  
14 of:

15 a. All persons whose personally identifiable information and/or personal health  
16 information was compromised as a result of the events surrounding the theft of computer  
17 equipment from defendant Sutherland's office on February 5, 2014.

18 b. All California residents whose personally identifiable information and/or  
19 personal health information was compromised as a result of the events surrounding the  
20 theft of computer equipment from defendant Sutherland's office on February 5, 2014.

21 c. All persons who were not given timely notice that their personally identifiable  
22 information and/or personal health information was compromised as a result of the events  
23 surrounding the theft of computer equipment from defendant Sutherland's office on  
24 February 5, 2014.

25 Excluded from the Class are defendants and any of their officers, directors and employees.

26 23. *Numerosity*. The members of the Class are so numerous that their individual joinder is  
27 impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class  
28 contains hundreds of thousands of members. The precise number of Class members is unknown to

1 Plaintiff. The true number of Class members is known by the Defendants, however, and thus, the  
2 Class may be notified of the pendency of this action by first Class mail, electronic mail, and/or by  
3 published notice.

4       24. *Existence and Predominance of Common Questions of Law and Fact.* Common  
5 questions of law and fact exist as to all members of the Class and predominate over any questions  
6 affecting only individual Class members. These common legal and factual questions include, but are  
7 not limited to, the following:

- 8       (a) Whether defendants violated applicable statutes, including without limitation *Cal. Civ.*  
9       *Code* §§ 56.10, 1798.29, 1798.80 and/or 1798.82, and/or *Cal. Health & Safety Code*  
10       §1280.15.
- 11       (b) Whether defendants owed a duty to plaintiff and the Class members to exercise  
12       reasonable care in protecting and securing their private information;
- 13       (c) Whether defendants breached their duty to exercise reasonable care in protecting and  
14       securing, including encrypting, plaintiff's and the Class members' private information;
- 15       (d) Whether defendants willfully, recklessly, and/or negligently failed to maintain reasonable  
16       procedures designed to prevent theft and unauthorized access to plaintiff's and the Class  
17       members' private information;
- 18       (e) Whether defendants were negligent in storing plaintiff's and the Class members' private  
19       information;
- 20       (f) Whether defendants were negligent in failing to keep plaintiff's and the Class members'  
21       private information secure;
- 22       (g) Whether defendants were negligent in failing to encrypt plaintiff's and the Class  
23       members' private information;
- 24       (h) Whether the defendants' negligence in one or more respects was the proximate cause of  
25       the damages suffered by plaintiff and the Class;
- 26       (i) Whether defendants timely failed to notify plaintiff and the Class members of the theft;
- 27  
28

- 1 (j) Whether by negligently storing and/or failing to secure and/or encrypt plaintiff's and the  
2 Class members' private information, defendants invaded plaintiff's and the Class  
3 members' privacy;
- 4 (k) Whether defendants failed to implement and maintain reasonable security systems and  
5 protect the confidential, private information of plaintiff and the Class from unauthorized  
6 access, use and/or disclosure.
- 7 (l) Whether the plaintiff and the Class members sustained special damages as a result of  
8 defendants' failure to secure and protect plaintiff's and the Class members' privacy;
- 9 (m) Whether the plaintiff and the Class members sustained general damages as a result of  
10 defendants' failure to secure and protect plaintiff's and the Class members' privacy;
- 11 (n) Whether defendants' conduct complained of herein was intentional and knowing or  
12 reckless;
- 13 (o) Whether plaintiff and the Class are entitled to injunctive and/or declaratory relief;
- 14 (p) Whether plaintiff and the Class are entitled to statutory damages;
- 15 (q) Whether plaintiff and the Class are entitled to recover their costs with regard to this class  
16 action; and
- 17 (r) Whether plaintiff and the Class are entitled to recover their attorneys' fees with regard to  
18 this class action.

19 25. *Adequacy of Representation.* Plaintiff will fairly and adequately protect the interests of  
20 the members of the class. Plaintiff has retained counsel highly experienced in complex consumer  
21 Class action litigation, and plaintiff intends to prosecute this action vigorously. Plaintiff has no  
22 adverse or antagonistic interests to those of the class.

23 26. *Superiority.* A Class action is superior to all other available means for the fair and  
24 efficient adjudication of this controversy. The potential recovery available to individual Class  
25 members is relatively small compared to the burden and expense that would be entailed by individual  
26 litigation of their claims against the defendants. Individualized litigation would create the danger of  
27 inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation  
28

1 would also increase the delay and expense to all parties and the court system from the issues raised by  
2 this action. Further, the adjudication of this action presents no unusual management difficulties.

3 27. Adequate notice can be given to Class members directly using information maintained  
4 in defendants' records or through notice by publication.

5 **FIRST CAUSE OF ACTION**  
6 **(Violations of the Confidentiality of Medical Information Act,**  
7 **Cal. Civ. Code §§ 56, *et seq.*)**  
8 **(Against all Defendants)**

9 28. Plaintiff restates and incorporates by reference each and every allegation contained in  
10 the foregoing paragraphs as though fully set forth herein.

11 29. Plaintiff and each member of the Class are "patients" who provided "individually  
12 identifiable" medical information to the County of Los Angeles. *Cal. Civ. Code* §§ 56.05(j) and (k)  
13 and 56.10.

14 30. Defendants are "health care providers" and/or "health care service plans" and/or  
15 "contractors" as defined by *Cal. Civ. Code* §§ 56.05, 56.06 and 56.10.

16 31. California's CMIA prohibits health care providers from disclosing medical information  
17 regarding a patient without first obtaining written authorization from the patient.

18 32. At all relevant times, defendants had a legal duty to protect the confidentiality of  
19 plaintiff's and the Class members' medical information.

20 33. Defendants "disclosed" and/or "negligently released" plaintiff's and the Class  
21 member's individually identifiable medical information to unknown third parties.

22 34. Neither plaintiff nor any Class member gave their consent or "authorization" to disclose  
23 or release their individually identifiable medical information as occurred.

24 35. By failing to adequately protect the private medical information of plaintiff and the  
25 class members without written authorization, defendants violated Section 56.10 of the CMIA.

26 36. Defendants have also violated Section 56.101 of the CMIA, which prohibits the  
27 negligent creation, maintenance, preservation, storage, abandonment, destruction, or disposal of  
28 confidential medical information. Among other things, plaintiff believes that defendants are and were  
negligent by failing to store patients' medical information in encrypted form; failing to use reasonable



1 security procedures to prevent unauthorized access to data files, hard-copy files and computer  
2 equipment; and failing to implement and maintain reasonable security and tracking procedures to  
3 protect medical information from unauthorized access and disclosure.

4 37. On behalf of herself and the Class members, plaintiff seeks an order requiring  
5 defendants to cease their violations of the CMIA. Among other things defendants should be required  
6 to stop negligently handling their patients' medical information.

7 38. On behalf of herself and the Class members, plaintiff further seeks at least the amount  
8 of statutory damages from defendants pursuant to the CMIA, *Civil Code* § 56, et seq. Plaintiff, on  
9 behalf of herself and the Class members, also seeks actual damages per violation pursuant to *Civil*  
10 *Code* § 56.36(b) (2).

11 39. Plaintiff, on behalf of herself and the Class, is informed and believes, and based thereon  
12 alleges, that the relief offered by defendants as set forth in Exhibit A is woefully insufficient to  
13 compensate plaintiff and the Class for the actual damages they have suffered or will suffer.

14 40. As a direct and proximate result of the acts and omissions by defendants described  
15 herein, plaintiff and the Class have suffered and/or will suffer significant economic harm including the  
16 costs associated with, *inter alia*: (a) their purchase of sufficient identity-theft-prevention and credit-  
17 monitoring services, such as plaintiff's purchase on March 14, 2014, of LifeLock Ultimate® in the  
18 amount of \$275 per year; (b) lower credit scores which have resulted or will result from, among other  
19 things, the large number of credit bureau inquiries associated with the actual and attempted thefts of  
20 their identities and/or medical information; (c) their purchase of credit-repair services; (d) their time  
21 spent monitoring their credit reports by nationwide consumer credit agencies such as Equifax  
22 Corporation, Experian Corporation and Trans Union Corporation; (e) their purchase of home security  
23 services such as ADT®; (f) their time spent otherwise dealing with the numerous adverse effects of  
24 identity and/or medical information theft; and/or (g) all other forms of economic harm and actual  
25 damages arising out of the theft of their confidential information, including their medical information,  
26 including recouping stolen funds, hiring attorneys, etc., for which they are entitled to compensation.  
27  
28



1 suffer harm, including but not limited to loss of and invasion of privacy, loss of property, and loss of  
2 control of their medical information and personal financial information.

3 48. Plaintiff, on behalf of herself and the Class, is informed and believes, and based thereon  
4 alleges, that the relief offered by defendants as set forth in Exhibit A is woefully insufficient to  
5 compensate plaintiff and the Class for the actual damages they have suffered or will suffer.

6 49. As a direct and proximate result of the acts and omissions by defendants described  
7 herein, plaintiff and the Class have suffered and/or will suffer significant economic harm including the  
8 costs associated with, *inter alia*: (a) their purchase of sufficient identity-theft-prevention and credit-  
9 monitoring services, such as plaintiff's purchase on March 14, 2014, of LifeLock Ultimate® in the  
10 amount of \$275 per year; (b) lower credit scores which have resulted or will result from, among other  
11 things, the large number of credit bureau inquiries associated with the actual and attempted thefts of  
12 their identities and/or medical information; (c) their purchase of credit-repair services; (d) their time  
13 spent monitoring their credit reports by nationwide consumer credit agencies such as Equifax  
14 Corporation, Experian Corporation and Trans Union Corporation; (e) their purchase of home security  
15 services such as ADT®; (f) their time spent otherwise dealing with the numerous adverse effects of  
16 identity and/or medical information theft; and/or (g) all other forms of economic harm and actual  
17 damages arising out of the theft of their confidential information, including their medical information,  
18 including recouping stolen funds, hiring attorneys, etc., for which they are entitled to compensation.

19 50. As a direct and proximate result of the acts and omissions by defendants described  
20 herein, plaintiffs and the Class have suffered and/or will suffer significant non-economic harm  
21 including, *inter alia*, fear, anxiety and stress.

22 **THIRD CAUSE OF ACTION**  
23 **(Violation of the Right to Privacy)**  
24 **(Against all Defendants)**

25 51. Plaintiff restates and incorporates by reference each and every allegation contained in  
26 the foregoing paragraphs as though fully set forth herein.

27 52. California law establishes a right to privacy in individuals pursuant to, among other  
28 things, Article I, section 1 of the California Constitution and common law. To establish a claim for

1 violation of the Constitutional right to privacy, a claimant must establish: (a) a legally protected  
2 privacy interest; (b) a reasonable expectation of privacy under the circumstances, and (c) a serious  
3 invasion of the privacy interest. To establish a claim for invasion of privacy based on the public  
4 disclosure of privacy facts, a claimant must establish: (a) public disclosure of private facts; (b) that  
5 would be offensive and objectionable to a reasonable person; and (c) which is not of legitimate public  
6 concern.

7 53. Plaintiff and the Class members have a legally protected privacy interest in the  
8 information that was stolen. Plaintiff and the Class members had a reasonable expectation of privacy  
9 under the circumstances. Further, defendants' conduct, omissions and/or negligence constitutes a  
10 serious invasion of the privacy interests of plaintiff and the Class members.

11 54. Similarly, plaintiff and the Class members' private information was publicly disclosed  
12 by defendants. Defendants' conduct, omissions and/or negligence is offensive and objectionable to a  
13 reasonable person. Further, the stolen information is not of legitimate public concern.

14 55. Defendants' conduct and/or omissions was unauthorized.

15 56. As a direct and proximate result of defendants' misconduct as set forth herein, plaintiff  
16 and the Class members have suffered harm and will continue to suffer harm, including but not limited  
17 to loss of and invasion of privacy, loss of property, and loss of control of their medical information  
18 and personal financial information.

19 57. Plaintiff, on behalf of herself and the Class, is informed and believes, and based thereon  
20 alleges, that the relief offered by defendants as set forth in Exhibit A is woefully insufficient to  
21 compensate plaintiff and the Class for the actual damages they have suffered or will suffer.

22 58. As a direct and proximate result of the acts and omissions by defendants described  
23 herein, plaintiff and the Class have suffered and/or will suffer significant economic harm including the  
24 costs associated with, *inter alia*: (a) their purchase of sufficient identity-theft-prevention and credit-  
25 monitoring services, such as plaintiff's purchase on March 14, 2014, of LifeLock Ultimate® in the  
26 amount of \$275 per year; (b) lower credit scores which have resulted or will result from, among other  
27 things, the large number of credit bureau inquiries associated with the actual and attempted thefts of  
28

1 their identities and/or medical information; (c) their purchase of credit-repair services; (d) their time  
2 spent monitoring their credit reports by nationwide consumer credit agencies such as Equifax  
3 Corporation, Experian Corporation and Trans Union Corporation; (e) their purchase of home security  
4 services such as ADT®; (f) their time spent otherwise dealing with the numerous adverse effects of  
5 identity and/or medical information theft; and/or (g) all other forms of economic harm and actual  
6 damages arising out of the theft of their confidential information, including their medical information,  
7 including recouping stolen funds, hiring attorneys, etc., for which they are entitled to compensation.

8 59. As a direct and proximate result of the acts and omissions by defendants described  
9 herein, plaintiffs and the Class have suffered and/or will suffer significant non-economic harm  
10 including, *inter alia*, fear, anxiety and stress.

11  
12 **FOURTH CAUSE OF ACTION**

13 **(Violation of Civil Code §1798.81.5 – Failure to Provide Reasonable Security Procedures**  
14 **and Practices With Respect to California Residents’ Personal Information)**  
15 **(Against all Defendants)**

16 60. Plaintiff restates and incorporates by reference each and every allegation contained in  
17 the foregoing paragraphs as though fully set forth herein.

18 61. Pursuant to California *Civil Code* §1798.81.5, a business that retains personal  
19 information about California residents as part of its internal customer account, or for the purpose of  
20 using that information in transactions with the persons to whom that information relates, shall  
21 implement and maintain reasonable security procedures and practices to protect such information from  
22 unauthorized access, use or disclosure.

23 62. Defendants failed to implement and maintain reasonable security systems and practices  
24 to protect the confidential information of plaintiff and the Class from unauthorized access, use and/or  
25 disclosure.

26 63. Plaintiff, on behalf of herself and the Class, is informed and believes, and based thereon  
27 alleges, that the relief offered by defendants as set forth in Exhibit A is woefully insufficient to  
28 compensate plaintiff and the Class for the actual damages they have suffered or will suffer.



1 Class the breach in security of the confidential information of plaintiffs and the Class when defendants  
2 knew or reasonably believed such information had been acquired by an unauthorized person or  
3 persons.

4 69. Plaintiff, on her own behalf and on behalf of the Class, alleges upon information and  
5 belief that no law enforcement agency determined or instructed any defendant that notifications of  
6 plaintiff or the Class would impede a criminal investigation.

7 70. Plaintiff, on behalf of herself and the Class, is informed and believes, and based  
8 thereon alleges, that the relief offered by defendants as set forth in Exhibit A is woefully insufficient  
9 to compensate plaintiff and the Class for the actual damages they have suffered or will suffer.

10 71. As a direct and proximate result of the acts and omissions by defendants described  
11 herein, plaintiff and the Class have suffered and/or will suffer significant economic harm including the  
12 costs associated with, *inter alia*: (a) their purchase of sufficient identity-theft-prevention and credit-  
13 monitoring services, such as plaintiff's purchase on March 14, 2014, of LifeLock Ultimate® in the  
14 amount of \$275 per year; (b) lower credit scores which have resulted or will result from, among other  
15 things, the large number of credit bureau inquiries associated with the actual and attempted thefts of  
16 their identities and/or medical information; (c) their purchase of credit-repair services; (d) their time  
17 spent monitoring their credit reports by nationwide consumer credit agencies such as Equifax  
18 Corporation, Experian Corporation and Trans Union Corporation; (e) their purchase of home security  
19 services such as ADT®; (f) their time spent otherwise dealing with the numerous adverse effects of  
20 identity and/or medical information theft; and/or (g) all other forms of economic harm and actual  
21 damages arising out of the theft of their confidential information, including their medical information,  
22 including recouping stolen funds, hiring attorneys, etc., for which they are entitled to compensation.

23 72. As a direct and proximate result of the acts and omissions by defendants described  
24 herein, plaintiffs and the Class have suffered and/or will suffer significant non-economic harm  
25 including, *inter alia*, fear, anxiety and stress.

26 ///  
27 ///  
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1  
2 SIXTH CAUSE OF ACTION  
3 (Violation of *Bus. & Prof. Code* § 17200, et. seq. – Unlawful, Fraudulent and Unfair  
4 Business Practices)  
5 (Against Defendant Sutherland)

6 73. Plaintiff restates and incorporates by reference each and every allegation contained in  
7 the foregoing paragraphs as though fully set forth herein.

8 74. As a result of defendants' violations of California *Civil Code* §§1798.81.5 and 1798.82,  
9 of *Health & Safety Code* § 1280.15, their negligence and their otherwise wrongful conduct as  
10 described above, and defendants' violations of *California Business & Professions Code* §17200, et  
11 seq., as described below, plaintiff and the Class have suffered injuries in fact by, among other things,  
12 having their confidential information disseminated to others without their prior written authorization  
13 and being exposed to identity theft.

14 75. Defendants' conduct as described herein violates *California Business & Professions*  
15 *Code* §17200 in the following respects, among others:

16 a. Defendants' negligent mishandling of plaintiff's and the Class members'  
17 confidential information constitutes unlawful and unfair business practices because such  
18 practices are unethical, unscrupulous, and substantially injurious to consumers. The harm  
19 to plaintiff and the Class outweighs the utility, if any, of defendants' practices.

20 b. Defendants' negligent mishandling of plaintiff's and the Class members'  
21 confidential information constitutes unlawful and unfair business practices because  
22 defendants' practices are an invasion of plaintiffs' and the Class members' privacy under  
23 the California Constitution and common law.

24 76. Pursuant to the *Business & Professions Code* §17203, plaintiff and the Class seek an  
25 order of this Court for equitable and/or injunctive relief in the form of an order: (a) enjoining  
26 defendants from continuing their unlawful practices described herein; (b) directing defendants to  
27 notify, with Court supervision, all Class members in full of the actual information stolen and/or  
28 potential theft of their identities and/or medical information as a result of the events underlying this  
class action; (c) directing defendants to implement security measures regarding private information



1 that comply with the law (d) directing defendant County of Los Angeles to require in all future  
2 contracts with independent contractors that they implement specific procedures to protect the  
3 confidential and private information provided to them by the County of Los Angeles; and (e) requiring  
4 defendants to pay for plaintiffs' and the Class members' (i) adequate identity-theft-prevention and  
5 credit monitoring services, such as plaintiff's purchase on March 14, 2014, of LifeLock Ultimate® in  
6 the amount of \$275 per year; (ii) credit repair services, (iii) sufficient identity theft insurance, (iv)  
7 home security services, (v) time spent monitoring their credit reports by nationwide consumer credit  
8 agencies such as Equifax Corporation, Experian Corporation and Trans Union Corporation, (vi) all  
9 other forms of economic harm and actual damages, including recouping stolen funds, hiring attorneys,  
10 etc., for which they are entitled to compensation.

11 77. Plaintiff and the Class also seek the recovery of attorneys' fees and costs in prosecuting  
12 this action against defendants under *Code of Civil Procedure §1021.5* and other applicable law.

13  
14 **PRAAYER FOR RELIEF**

15 WHEREFORE, plaintiff seeks judgment, on behalf of herself and the proposed class, as follows:

- 16 1. That the Court certify the Class as requested pursuant to *Cal. Code. Civ. Pro.* § 382 and  
17 appoint plaintiff and her counsel to represent the class;
- 18 2. Adjudging and decreeing that defendants have engaged in the conduct alleged herein;
- 19 3. Appropriate injunctive and/or declaratory relief as set forth herein;
- 20 4. General damages according to proof;
- 21 5. Special damages according to proof;
- 22 6. Damages per violation pursuant to Civil Code § 1798.84(b);
- 23 7. Nominal damages and/or statutory penalties;
- 24 8. Punitive and exemplary damages against defendant Sutherland;
- 25 9. Reasonable attorneys' fees, including, but not limited to pursuant to *Code of Civil*  
26 *Procedure* § 1021.5, and as authorized under the "common fund" doctrine, and as authorized by the  
27 "substantial benefit" doctrine;
- 28 10. Costs of suit;

1 11. Both pre and post-judgment interest at the maximum allowable rate on any amounts  
2 awarded; and

3 12. For any and all such other and further relief that this Court may deem just and proper.  
4

5 DATED: March 14, 2014

Genie Harrison Law Firm

6  
7 By: 

8 Genie Harrison, Esq.  
9 Amber Phillips, Esq.  
Attorneys for Plaintiff

10 DATED: March 14, 2014

Law Offices of Lisa L. Maki

11  
12 By: 

13 Lisa L. Maki, Esq.  
14 Allison Schulman, Esq.  
Attorneys for Plaintiff

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a trial by jury on all claims.

17  
18 DATED: March 14, 2014

Genie Harrison Law Firm

19  
20 By: 

21 Genie Harrison, Esq.  
22 Amber Phillips, Esq.  
Attorneys for Plaintiff

23 DATED: March 14, 2014

Law Offices of Lisa L. Maki

24  
25 By: 

26 Lisa L. Maki, Esq.  
27 Allison Schulman, Esq.  
28 Attorneys for Plaintiff