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17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**
 19 **WESTERN DIVISION**

20 SALOMON PASSARIELLO,
 21 individually and on behalf of all others
 22 similarly situated,

Plaintiff,

v.

25 THE ATLANTIC MONTHLY GROUP
 26 LLC

Defendant.

Case No

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Salomon Passariello (“Plaintiff”), on behalf of himself and all others
2 similarly situated, alleges as follows against Defendant The Atlantic Monthly Group LLC
3 (“The Atlantic”).

4 **INTRODUCTION**

5 1. This is a consumer privacy action against The Atlantic for disclosing its
6 digital subscribers’ identities and video-viewing preferences to Meta Platforms Inc.
7 (“Meta”), which owns the social networking website and app Facebook, in violation of
8 the Video Privacy Protection Act (“VPPA” or “the Act”).

9 2. The VPPA prohibits “video tape service providers,” such as The Atlantic,
10 from knowingly disclosing a consumer’s personally identifiable information (“PII”)—in
11 particular, “information which identifies a person as having requested or obtained
12 specific video materials or services from a video tape provider”—unless the consumer
13 expressly consented to the disclosure in a standalone consent form.

14 3. The Atlantic collects and shares users’ personal information with Meta using
15 a “Meta Pixel” or “Pixel”—a snippet of programming code that, once installed on a
16 webpage, sends information to Meta. The Meta Pixel sends information to Meta in a data
17 packet containing PII, such as the users’ IP address, name, email, or phone number.
18 Meta then stores this data on its own servers.

19 4. The information that The Atlantic shares with Meta includes the user’s
20 unique Facebook ID (“FID”) and the titles of prerecorded videos that The Atlantic
21 delivered to the user for viewing. A user’s FID is linked to their Facebook profile, which
22 generally contains a wide range of demographic and other information about the user,
23 including pictures, personal interests, work history, relationship status, and other details.

24 5. The Atlantic discloses the user’s FID and viewing content to Meta together
25 in a single transmission. Because the user’s FID uniquely identifies an individual’s
26 Facebook account, Meta—and any other ordinary person—can use the FID to quickly
27 and easily locate, access, and view the user’s corresponding Facebook profile. In
28

1 simplest terms, the Pixel allows Meta to know what video content one of its users
2 viewed on The Atlantic’s website.

3 6. At no point do The Atlantic users consent to such sharing through a
4 standalone consent form, as required by the VPPA. As a result, The Atlantic violates the
5 VPPA by disclosing this information to Meta.

6 7. On behalf of a Class of similarly situated The Atlantic users, Plaintiff seeks
7 appropriate relief through this action. Based on the facts set forth in this Complaint, The
8 Atlantic violated the Video Privacy Protection Act (“VPPA”) and is liable for unjust
9 enrichment.

10 **PARTIES**

11 8. Plaintiff Salomon Passariello is a citizen and resident of Van Nuys,
12 California.

13 9. Plaintiff used his Internet-connected device and Web-browsing software
14 (“browser”) installed on that device to visit and watch video content on Defendant’s
15 website, www.TheAtlantic.com, as well as on Defendant’s application during the Class
16 Period as defined herein.

17 10. Defendant The Atlantic is a Delaware corporation headquartered at 600 New
18 Hampshire Ave NW Washington, DC 20037. The Atlantic is owned by The Atlantic
19 Monthly Group LLC.

20 **JURISDICTION AND VENUE**

21 11. This Court has original jurisdiction under 28 U.S.C. § 1331 based on
22 Plaintiff’s claims under the Video Privacy Protection Act, 18 U.S.C. § 2710. The Court
23 has supplemental jurisdiction over Plaintiff’s state-law claims under 28 U.S.C. § 1367.

24 12. This Court also has jurisdiction over this lawsuit under the Class Action
25 Fairness Act, 28 U.S.C. § 1332(d)(2), because this is a proposed class action in which:
26 (1) there are at least 100 Class members; (2) the combined claims of Class members
27 exceed \$5,000,000, exclusive of interest, attorneys’ fees, and costs; and (3) Defendant
28 and at least one Class member are domiciled in different states.

1 22. Plaintiff’s viewing preferences constitute personal information of a private
2 and confidential nature and are assets to which no third party has a presumptive right to
3 access.

4 **COMMON ALLEGATIONS**

5 **a. The Atlantic Disclosed Plaintiff’s and Class Members’ Private Viewing**
6 **Information to Meta.**

7 23. Users of The Atlantic (“Users”) can access a variety of content on The
8 Atlantic’s website, including newsletters and articles related to topics such as
9 technology, politics, health, and others.

10 24. The Atlantic also provides and delivers prerecorded audiovisual content to
11 its Users.

12 25. Plaintiff requested and viewed prerecorded audiovisual content from The
13 Atlantic.

14 26. While Plaintiff and Class members were viewing prerecorded video content
15 on The Atlantic’s website, The Atlantic transmitted their viewing choices to Meta.

16 27. The Atlantic’s transmission of viewing information to Meta includes the
17 specific names of video content viewed by Users, as well as the User’s FID—a string of
18 numbers unique to each Facebook profile that personally identifies the User.

19 28. Anyone who possesses an FID may use this number to quickly and easily
20 locate, access, and view the corresponding Facebook profile, which contains personal
21 information, often in large quantities.

22 29. A Facebook profile typically shows the Facebook user’s name, gender, place
23 of residence, career, educational history, a multitude of photos, and the content of the
24 user’s posts. This information may reveal even more sensitive personal information—for
25 instance, posted photos may disclose the identity of family members, and written posts
26 may disclose religious preferences, political affiliations, personal interests and more.

27 30. Just as Meta can easily identify any individual on its Facebook platform with
28 only their unique FID, so too can any ordinary person who comes into possession of an

1 FID. Facebook admits as much on its website. Thus, equipped with an FID and the video
2 content name and URL—all of which The Atlantic knowingly provides to Meta without
3 appropriate consent from its subscribers—any ordinary person could determine the
4 identity of The Atlantic subscriber and the specific video or media content they viewed
5 on The Atlantic’s website.

6 31. The Atlantic transmits the FID and video title to Meta in a single
7 transmission, through an invisible tracking tool called a “Meta Pixel.”

8 32. A Meta Pixel is a snippet of a programming code that, once installed on a
9 webpage, sends information to Meta. This transmission occurs when a User views a
10 prerecorded video on The Atlantic’s website.

11 33. The Pixel is an advertising tool that allows website owners to track visitor
12 actions on their websites for purposes of sending the corresponding information to Meta;
13 websites use the Pixel in hopes of better targeting their products and services on
14 Facebook to interested consumers. Thus, a business such as The Atlantic chooses to
15 install the Pixel on its website in order to increase its profits.

16 34. According to Meta’s website, the Pixel allows it “to match your website
17 visitors to their respective Facebook User accounts” and that “[o]nce matched, we can
18 tally their actions in the Facebook Ads Manager so you can use the data to analyze your
19 website’s conversion flows and optimize your ad campaigns.”¹

20 35. The Atlantic knew that by installing the Pixel on its website, the Pixel would
21 send Meta information identifying its Users and their video-watching habits.

22 36. Meta’s website explains that, to begin using the Meta Pixel, a business must
23 first “install” the Pixel “by placing the Meta Pixel base code on all pages of your
24 website[.]”² The Atlantic made the conscious decision to undertake this installation
25 process.

26
27 ¹ <https://developers.facebook.com/docs/meta-pixel/get-started> (last visited October 26,
2022).

28 ² *Id.*; <https://www.facebook.com/business/tools/meta-pixel/get-started> (last visited
October 24, 2022).

1 37. Further demonstrating that The Atlantic knowingly placed the Pixel in its
2 website code, Meta’s website states that “[d]evelopers and marketers can optionally
3 choose to send information about” a visitor’s activity on its website. (Emphasis added).³

4 38. Meta benefits from websites like The Atlantic installing its Pixel. When the
5 Pixel is installed on a business’s website, the business has a greater incentive to
6 advertise through Facebook or other Meta-owned platforms, like Instagram. In addition,
7 even if the business does not advertise with Facebook, the Pixel assists Meta in building
8 more fulsome profiles of its own users, which in turn allows Meta to profit from
9 providing more targeted ads. The Pixel is installed on websites all over the internet and,
10 accordingly, provides Meta with information about its users’ preferences, other
11 distinguishing traits, and web-browsing activities outside of Meta-owned platforms.

12 39. Using the Meta Pixel likewise benefits The Atlantic’s business by improving
13 its ability to promote its content and services to its Users, thereby increasing its profits.

14 40. Through use of the Meta Pixel, The Atlantic discloses to Meta the full name
15 of each video a User watched, together with the User’s FID, thus linking Users’ viewing
16 content choices and preferences to their Facebook profiles. In other words, this single
17 transmission connects a User’s viewing content with their FID.

18 41. The Atlantic violates and invades the privacy rights of Users with its
19 practice of sending their FIDs, together with their viewing content, to Meta. Plaintiff and
20 Class members neither knew of nor authorized, nor otherwise consented to, The
21 Atlantic’s disclosure of their prerecorded video and video-services requests and their
22 identities to Meta.

23 **b. The Atlantic’s Terms of Service and Privacy Policy Do Not Operate as a**
24 **Standalone Consent Form as Required by the VPPA.**

25 42. The VPPA requires that consent be obtained in a form “distinct and separate
26 from any form setting forth other legal or financial obligations of the consumer.” 18
27 U.S.C. § 2710. The Atlantic’s website includes its Terms of Service and a Privacy
28

³ <https://developers.facebook.com/docs/meta-pixel> (last visited October 26, 2022).

1 Policy, neither of which operate as a standalone consent form disclosing The Atlantic's
2 practices at issue and requesting User consent.

3 43. At no point were Plaintiff or other The Atlantic Users given a standalone
4 consent form disclosing The Atlantic's practices at issue and requesting user consent.
5 Hence, no User knew of or consented to The Atlantic's offending practice of sharing
6 video preferences with third parties.

7 **c. Plaintiff and the Class Were Harmed by The Atlantic's Privacy**
8 **Invasions.**

9 44. The Atlantic shared with Meta the personal information of Plaintiff and
10 Class members, including their video-viewing histories and associated FIDs, which they
11 reasonably expected would be kept private.

12 45. The personal information The Atlantic obtained from Plaintiff and Class
13 members constitutes valuable data in the digital advertising-related market for consumer
14 information. The Atlantic's wrongful acquisition and use of their personal and private
15 information deprived Plaintiff and Class members of control over that information, and
16 prevented them from realizing its full value for themselves.

17 46. The Atlantic's conduct caused economic harm to Plaintiff and Class
18 members whose PII diminished in value when The Atlantic made this information
19 available to Meta.

20 47. The Atlantic's conduct has also resulted in economic harm to Plaintiff and
21 Class members who were Atlantic subscribers during the Class Period in that they have
22 paid subscription fees to The Atlantic for services that they did not expect would subject
23 them to the practices described herein, thereby diminishing the value of services for
24 which they paid The Atlantic, and constituting loss.

25 48. Plaintiff and Class members paid for access to The Atlantic's website, in
26 part, because they trusted that The Atlantic's privacy practices comported with their
27 privacy preferences.
28

1 49. The harms described above are aggravated by The Atlantic’s continued
2 retention and commercial use of Plaintiff’s and Class members’ personal information,
3 including their private video-viewing histories.

4 **CLASS ACTION ALLEGATIONS**

5 50. Plaintiff brings this lawsuit under Federal Rules of Civil Procedure 23(a),
6 (b)(1), (b)(2), and (b)(3), and/or (c)(4) as representatives of the following Class and
7 constituent Subclass:

8 **Nationwide Class:** All persons in the United States who
9 subscribed to TheAtlantic.com, viewed prerecorded video
10 content on TheAtlantic.com, and used Facebook during the time
11 Meta’s Pixel was active on TheAtlantic.com.

12 **California Subclass:** All persons in California who subscribed
13 to TheAtlantic.com, viewed prerecorded video content on
14 TheAtlantic.com, and used Facebook during the time Meta’s
15 Pixel was active on TheAtlantic.com.

16 51. The “Class Period” is from January 1, 2013 to the present.

17 52. Excluded from the Class are Defendant, its employees, agents and assigns,
18 and any members of the judiciary to whom this case is assigned, their respective court
19 staff, the members of their immediate families, and Plaintiff’s counsel.

20 53. Plaintiff reserves the right to modify, change, or expand the Class definition
21 based upon discovery and further investigation.

22 54. **Numerosity:** The Class consists of at least hundreds of thousands of
23 individuals, making joinder impractical.

24 55. **Commonality and Predominance:** Common questions of law and fact exist
25 with regard to each of the claims and predominate over questions affecting only
26 individual Class members. Questions common to the Class include:

27 a. Whether The Atlantic’s use of the Meta Pixel was without User
28 consent or authorization;

1 b. Whether The Atlantic obtained and shared or caused to be obtained
2 and shared Plaintiff’s and Class members’ personal information through tracking using
3 the Meta Pixel, which The Atlantic installed on its webpages;

4 c. Whether third parties obtained Plaintiff’s and Class members’
5 personal information as a result of The Atlantic’s conduct described herein;

6 d. Whether The Atlantic’s conduct violates the Video Privacy Protection
7 Act, 18 U.S.C. § 2710, et seq.;

8 e. Whether The Atlantic’s conduct violates California consumer
9 protection law;

10 f. Whether The Atlantic was unjustly enriched as a result of sharing
11 users’ information with Meta;

12 g. Whether The Atlantic’s acquisition and transmission of Plaintiff’s and
13 Class members’ personal information resulted in harm; and

14 h. Whether The Atlantic should be enjoined from engaging in such
15 conduct in the future.

16 56. **Typicality:** Plaintiff’s claims are typical of the claims of the Class members
17 in that Plaintiff, like all Class members, has been injured by The Atlantic’s misconduct
18 at issue—i.e., disclosing Users’ PII and viewing content to Meta without appropriate
19 consent.

20 57. **Adequacy of Representation:** Plaintiff will fairly and adequately represent
21 and protect the interests of the Class. Plaintiff has retained counsel with substantial
22 experience in prosecuting complex litigation and class actions, including privacy
23 protection cases. Plaintiff does not have any interests antagonistic to those of the Class.

24 58. **Superiority:** A class action is superior to other available methods for the fair
25 and efficient adjudication of this controversy. Class-wide damages are essential to
26 induce The Atlantic to comply with applicable law. Moreover, because the amount of
27 each individual Class member’s claim is small relative to the complexity of the
28 litigation, and because of The Atlantic’s financial resources, Class members are unlikely

1 to pursue legal redress individually for the violations detailed in this Complaint. A class
2 action will allow these claims to be heard where they would otherwise go unheard
3 because of the expense of bringing individual lawsuits, and provides the benefits of
4 adjudication, economies of scale, and comprehensive supervision by a single court.

5 59. Class certification is also appropriate under Rules 23(b)(1) and/or (b)(2)
6 because:

7 a. The prosecution of separate actions by the individual members of the
8 Class would create a risk of inconsistent or varying adjudications establishing
9 incompatible standards of conduct for The Atlantic;

10 b. The prosecution of separate actions by individual Class members
11 would create a risk of adjudications that would, as a practical matter, be dispositive of the
12 interests of other Class members not party to the adjudications, or would substantially
13 impair or impede their ability to protect their interests; and

14 c. The Atlantic acted or refused to act on grounds generally applicable to
15 the Class, thereby making appropriate final injunctive relief with respect to the members
16 of the Class as a whole.

17 **TOLLING OF THE STATUTES OF LIMITATIONS**

18 60. All applicable statute(s) of limitations have been tolled by The Atlantic's
19 knowing and active concealment and denial of the facts alleged herein. Plaintiff and
20 Class members could not have reasonably discovered The Atlantic's practices of sharing
21 their personal viewing content and PII with Meta until shortly before this class action
22 litigation commenced.

23 61. The Atlantic was and remains under a continuing duty to disclose to Plaintiff
24 and Class members its practice of sharing personal viewing content and PII to Meta. As
25 a result of the active concealment by The Atlantic, any and all applicable statutes of
26 limitations otherwise applicable to the allegations herein have been tolled.

FIRST CAUSE OF ACTION

Violation of the Video Privacy Protection Act

18 U.S.C. § 2710, *et seq.*

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2
3
4 62. Plaintiff incorporates and realleges the above factual allegations by
5 reference.

6 63. The VPPA prohibits a “video tape service provider” from knowingly
7 disclosing “personally-identifying information” concerning any consumer to a third-
8 party without the “informed, written consent (including through an electronic means
9 using the Internet) of the consumer.” 18 U.S.C. § 2710.

10 64. As defined in 18 U.S.C. § 2710(a)(4), a “video tape service provider” is “any
11 person, engaged in the business, in or affecting interstate commerce, of rental, sale, or
12 delivery of prerecorded video cassette tapes or similar audiovisual materials.” The
13 Atlantic is a “video tape service provider” as defined in 18 U.S.C. § 2710(a)(4) because
14 it is engaged in the business of delivering audiovisual materials—including the
15 prerecorded videos that Plaintiff viewed—through its online platform that are similar to
16 prerecorded video cassette tapes and those deliveries affect interstate or foreign
17 commerce.

18 65. As defined in 18 U.S.C. § 2710(a)(3), “personally identifiable information”
19 is defined to include “information which identifies a person as having requested or
20 obtained specific video materials or services from a video tape service provider.”

21 66. The Atlantic knowingly caused personal viewing information, including
22 FIDs, concerning Plaintiff and Class members to be disclosed to Meta. This information
23 constitutes personally identifiable information under 18 U.S.C. § 2710(a)(3) because it
24 identified each Plaintiff and Class member to Meta as an individual who viewed The
25 Atlantic’s video content, including the specific prerecorded video materials each such
26 individual watched on The Atlantic’s website. This information allowed Meta to identify
27 each Plaintiff and Class members’ specific individual video-viewing preferences and
28 habits.

1 67. As defined in 18 U.S.C. § 2710(a)(1), a “consumer” means “any renter,
2 purchaser, or subscriber of goods or services from a video tape service provider.” As
3 alleged above, Plaintiff is a subscriber to The Atlantic’s services providing video content
4 to Users on its website and viewed prerecorded videos provided on The Atlantic’s
5 platform. Hence, Plaintiff is a “consumer” under this definition.

6 68. As set forth in 18 U.S.C. § 2710(b)(2)(B), “informed, written consent” must
7 be (1) in a form distinct and separate from any form setting forth other legal or financial
8 obligations of the consumer; and (2) at the election of the consumer, is either given at
9 the time the disclosure is sought or is given in advance for a set period of time not to
10 exceed two years or until consent is withdrawn by the consumer, whichever is sooner.
11 The Atlantic failed to obtain informed, written consent under this definition.

12 69. Additionally, the VPPA creates an opt-out right for consumers in 18 U.S.C.
13 § 2710(b)(2)(B)(iii). The Act requires video tape service providers to “provide[] an
14 opportunity, in a clear and conspicuous manner, for the consumer to withdraw on a case-
15 by-case basis or to withdraw from ongoing disclosures, at the consumer’s election.” The
16 Atlantic failed to provide an opportunity to opt out as required by the Act.

17 70. The Atlantic was aware that the disclosures to Meta that were shared
18 through the Pixel identified Plaintiff and Class members. The Atlantic also knew that
19 Plaintiff’s and Class members’ personal viewing content was disclosed to Meta because
20 The Atlantic programmed the Meta Pixel into its website code, knowing that Meta
21 would receive video titles and the subscriber’s FID when a user watched a prerecorded
22 video.

23 71. By knowingly disclosing Plaintiff’s and Class members’ personal viewing
24 content, The Atlantic violated Plaintiff’s and Class members’ statutorily protected right
25 to privacy in their prerecorded video-watching habits. See 18 U.S.C. § 2710(c).

26 72. As a result of the above violations, The Atlantic is liable to Plaintiff and
27 Class members for actual damages related to their loss of privacy in an amount to be
28 determined at trial or, alternatively, for “liquidated damages not less than \$2,500 per

1 plaintiff.” 18 U.S.C. § 2710(c)(2)(A). Under the Act, The Atlantic is also liable for
2 reasonable attorney’s fees, other litigation costs, injunctive and declaratory relief, and
3 punitive damages in an amount to be determined by a jury and sufficient to prevent and
4 deter the same or similar conduct by The Atlantic in the future.

5 **SECOND CAUSE OF ACTION**

6 **Violation of California’s Unfair Competition Law (the “UCL”)**

7 **Cal. Bus. & Prof. Code § 17200, et seq.**

8 **(On Behalf of the California Subclass)**

9 73. California Plaintiff incorporates and realleges the above factual allegations
10 by reference.

11 74. The UCL proscribes “any unlawful, unfair or fraudulent business act or
12 practice.” Cal. Bus. & Prof. Code § 17200.

13 **Unlawful**

14 75. A business practice is “unlawful” under the UCL if it violates any other law
15 or regulation.

16 76. The Atlantic’s business acts and practices are unlawful because they violate
17 the Video Privacy Protection Act as set forth above. The Atlantic is therefore in
18 violation of the “unlawful” prong of the UCL.

19 **Unfair**

20 77. The Atlantic’s conduct is unfair in violation of the UCL because it violates
21 California’s and the nation’s legislatively declared public policy in favor of protection of
22 consumer privacy. See S. Rep. No. 100-500 at 7-8 (1988) (finding that “the trail of
23 information generated by every transaction that is now recorded and stored in
24 sophisticated record-keeping systems . . . create[s] privacy interests that directly affect
25 the ability of people to express their opinions, to join in association with others, and to
26 enjoy the freedom and independence that the Constitution was established to
27 safeguard.”); California Bill Analysis, A.B. 375 Assem. (June 27, 2017) (noting that
28 “[t]he unregulated and unauthorized disclosure of personal information and the resulting

1 loss of privacy can have devastating effects for individuals, ranging from financial fraud,
2 identity theft, and unnecessary costs to personal time and finances, to the destruction of
3 property, harassment, reputational damage, emotional stress, and even potential physical
4 harm.”).

5 78. Further, The Atlantic’s conduct is unfair because it is unethical,
6 unscrupulous, offensive, and substantially injurious. The gravity of harm resulting from
7 The Atlantic’s unfair conduct outweighs any potential utility therefrom. The disclosure
8 of California Plaintiff’s and Subclass members’ personal information without their
9 express consent raises significant privacy concerns, and any potential utility from these
10 disclosures (such as increased revenue to the Atlantic due to more targeted advertising)
11 is outweighed by their considerable harm to California Plaintiff and the Subclass.

12 79. The Atlantic’s unfair business practices include disclosing California
13 Plaintiff’s and Subclass members’ FIDs and viewing content to Meta without
14 authorization or consent, causing harm to California Plaintiff and Subclass members.

15 80. The Atlantic actually and proximately caused harm to California Plaintiff
16 and Subclass members in that, among other things, they suffered economic injury by
17 overpaying for their subscriptions.

18 81. For these reasons, The Atlantic is in violation of the “unfair” prong of the
19 UCL.

20 82. California Plaintiff and Subclass members accordingly seek appropriate
21 relief, including (1) restitution under the UCL; and (2) such orders or judgments as may
22 be necessary to enjoin The Atlantic from continuing its unfair and unlawful practices.
23 There is no adequate remedy at law that would provide redress to California Plaintiff and
24 the Subclass or ensure that The Atlantic will not engage in the same data practices in the
25 future. California Plaintiff also seeks reasonable attorneys’ fees and costs under
26 applicable law, including under California Code of Civil Procedure section 1021.5.
27
28

1 **THIRD CAUSE OF ACTION**

2 **Unjust Enrichment**

3 83. Plaintiff incorporates and realleges the above factual allegations by
4 reference.

5 84. The Atlantic acted wrongfully by sharing Users' FIDs and viewing content
6 to Meta without their consent.

7 85. The Atlantic's practice of sharing Users' personal information and viewing
8 content with Meta without their consent, and its failure to disclose this practice, caused
9 The Atlantic to realize profits it otherwise would not have received, including from its
10 improved ability to promote its content and services to its Users and its improved ability
11 to sell advertising space on its website.

12 86. The Atlantic's retention of these ill-gotten gains is unjust and inequitable.

13 87. Plaintiff, on behalf of himself and the Class, accordingly seeks restitution,
14 restitutionary disgorgement, and all other appropriate relief permitted by the law of
15 unjust enrichment, including reasonable attorneys' fees and costs. There is no adequate
16 remedy at law that would provide redress to Plaintiff and the Class or ensure that The
17 Atlantic will not deploy the same data practices in the future.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
20 respectfully requests that the Court:

21 A. Certify this case as a class action, and appoint Plaintiff as Class
22 Representative and the undersigned attorneys as Class Counsel;

23 B. Enter judgment in favor of Plaintiff and the Class;

24 C. Enter injunctive and/or declaratory relief as is necessary to protect the
25 interests of Plaintiff and Class members, including reformation of practices and an
26 accounting and purging of wrongfully obtained personal information;

1 D. Award all actual, general, special, incidental, statutory, treble, punitive,
2 liquidated, and consequential damages and/or restitution to which Plaintiff and Class
3 members are entitled;

4 E. Award disgorgement of monies obtained through and as a result of the
5 wrongful conduct alleged herein;

6 F. Award Plaintiff and Class members pre- and post-judgment interest as
7 provided by law;

8 G. Enter such other orders as may be necessary to restore to Plaintiff and Class
9 members any money and property acquired by Defendant through its wrongful conduct;

10 H. Award Plaintiff and Class members reasonable litigation expenses and
11 attorneys' fees as permitted by law; and

12 I. Award such other and further relief as the Court deems necessary and
13 appropriate.

14 **DEMAND FOR JURY TRIAL**

15 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury
16 of all issues triable as of right.

17
18 Dated: December 12, 2022

Respectfully submitted,

19 By: /s/ Adam E. Polk

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