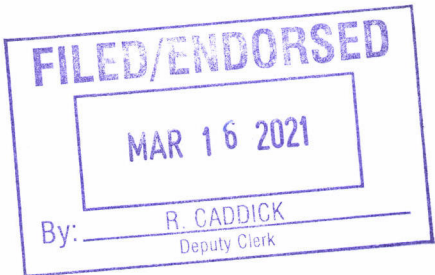


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10 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

12 COUNTY OF SACRAMENTO

34-2021-00296612

13 **KYLE RODRIGUEZ**, on behalf of himself and
14 all others similarly situated,

15 Plaintiff,

16 vs.

17 **RIVER CITY BANK**, a California Corporation;
18 and John Does 1-10,

19 Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- (1) Negligence
- (2) Negligence *Per Se* (Cal. Civ. Code §§ 1798.29; 1798.80)
- (3) Bailment
- (4) Breach of Implied Contract
- (5) Violation of California Unfair Competition Law, Business & Professions Cal. Bus. & Prof. Code § 17200, *et seq.*
- (6) Violation of the California Customer Records Act, Cal. Civ. Code §§ 1798.80, *et seq.*
- (7) Violation of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Kyle Rodriguez (“Plaintiff”), on behalf of himself and all others similarly situated, by
2 and through his attorneys of record, HammondLaw, P.C., complains and alleges the following:

3 **INTRODUCTION**

4 1. This is a data breach class action brought on behalf of individuals whose private, sensitive
5 information, including names, addresses, dates of birth, Social Security numbers, and financial account
6 information (collectively “Private Financial Information” or “PFI”) was exposed because of the failure of
7 River City Bank (“River City”) to safeguard its customers’ privacy. On November 19, 2020, River City
8 disclosed in a Notice of Data Breach that it had discovered on September 29, 2020, that an unauthorized
9 activity performed by a River City employee in which the employee downloaded customer data to a
10 personal storage drive and then sent the information to a third party. In so doing, the employee exceeded
11 his/her authorized access, which was limited to accessing the Bank’s data for legitimate bank purposes.

12 2. The incident was reported to law enforcement and an investigation was commenced by a
13 forensic investigation firm to determine the scope of the breach. The Notice of Data Breach indicated, as
14 stated above, that River City was aware of the unauthorized activity on September 29, 2020 – yet River
15 City did not notify its affected customers until November 19, 2020 that their private information had been
16 exposed, placing them at considerable risk of identity theft and fraud, causing the affected individuals to
17 expend time, money and resources addressing their damaged security interests and even their reputations.
18 Plaintiff and class members now must take steps to monitor their personal and business accounts,
19 networks, computer profiles, and remote financial relations / associations to prevent or respond to identity
20 or other theft. Plaintiff and the class seek injunctive and monetary relief to remedy the harm caused by
21 River City’s failure to safeguard its customers’ Private Financial Information.

22 **PARTIES**

23 3. Plaintiff Kyle Rodriguez is an adult individual who resides, and at all relevant times, has
24 resided in Wilton, California, and has transacted business with, maintained accounts with, and provided
25 Private Financial Information to River City.

26 4. River City Bank is a state-chartered bank with headquarters in Sacramento, California with
27 branches in and around the Sacramento area.

28 5. John Does 1-10 are individuals or entities whose names currently are unknown but are
those individuals or entities who were responsible for safeguarding the Private Financial Information of
Plaintiff and the Class, when the breach occurred.

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1 **JURISDICTION AND VENUE**

2 6. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure
3 § 410.10. Some or all of the conduct and/or agreements that are subject of this dispute were made and
4 deemed to have been entered into within California. The amount in controversy exceeds the jurisdictional
5 minimum of this Court.

6 7. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395.
7 Defendant River City is headquartered in Sacramento County, California and a substantial portion of the
8 conduct giving rise to this action occurred within Sacramento County.

9 **FACTUAL ALLEGATIONS**

10 8. River City is one of the largest banks in the Sacramento area with assets of approximately
11 \$3.2 billion.¹ River City has ten (10) branches, offices in the San Francisco Bay Area, and a presence in
12 Southern California. *Id.* River City provides all manner of banking services including, traditional
13 checking and savings accounts, home mortgage lending, commercial lending, and commercial real estate.
14 *Id.*

15 9. To obtain financial services and products, customers are required to provide River City
16 with personal, private, non-public information regarding their identity and finances, including Social
17 Security numbers, addresses, and information about their personal finances.

18 10. River City collects this PFI whenever someone opens an account or applies for a loan, such
19 as a home loan or a home equity line of credit.

20 11. River City maintains and stores the PFI of its customers in the ordinary course of its
21 banking and lending business.

22 12. The John Doe Defendants are the persons or entities who were responsible for maintaining
23 and safeguarding Plaintiff's and Class members' Private Financial Information when the breach occurred.

24 13. On September 29, 2020, River City discovered unauthorized activity performed by an
25 employee of River City. This individual downloaded customer data, including PFI, to a personal storage
26 drive and then sent the information to a third party. Upon learning of the incident, River City restricted
27 the employee's system access, and a forensic investigation was conducted.

28 14. Despite knowing on September 29, 2020 about the serious data breach involving
customers' PFI, River City did not notify affected customers at that time. In fact, even after River City

¹ <https://rivercitybank.com/about-2/>

1 confirmed the particular customers who had been affected on November 4, 2020, it did not send notice of
2 the River City data breach to those customers immediately. It was not until November 19, 2020, that
3 River City finally sent a Notice of Data Breach to Plaintiff and Class members informing them that their
4 PFI was compromised and exposed.

5 15. River City promises its customers that it protects their PFI. On the Bank’s website, River
6 City states that, “maintaining the safety and security [of your] finances is a top priority. The safeguarding
7 of [your] personal information is not just important, it’s vital to our business.”² The Bank’s website also
8 states, “Our advanced security features within online and mobile banking will give you the peace of mind
9 that your data and transactions are safeguarded.” *Id.*

10 16. River City had obligations, including but not limited to fiduciary obligations, arising from,
11 among other things, promises made to its customers such as Plaintiff Kyle Rodriguez and other Class
12 Members to keep their PFI confidential and to protect it from unauthorized disclosures. River City failed
13 to live up to its these obligations.

14 17. Defendants had obligations, including but not limited to fiduciary obligations, to keep this
15 PFI confidential. Defendants failed to live up to these obligations.

16 18. Plaintiff Kyle Rodriguez has had several accounts with River City since approximately
17 2010.

18 **Defendants’ Inadequate Response to the Data Breach**

19 19. Defendants failed to provide Plaintiff and the Class with reasonable, timely notice of the
20 data breach.

21 20. River City failed to inform Plaintiff and the Class that their PFI had been the subject of a
22 data breach for nearly two months after first learning of the breach. For those two months, Plaintiff and
23 the Class did not know that their PFI had been subject to unauthorized access and thus did not know they
24 were at an increased risk of theft and fraud and should take action to monitor their accounts and credit
25 reports for suspicious activity or identity theft.

26 21. Defendants also failed to undertake appropriate and adequate measures to respond to the
27 data breach and safeguard the PFI in their possession on an ongoing basis.

28 22. River City has informed Plaintiff and the Class that it will provide them with 24 months
of identity protection services by paying fees to a third-party protection service (a company named Kroll)

² <https://rivercitybank.com/safety-security/>

1 for that limited time. This is inadequate to protect against identity theft and fraud that could result at any
2 time, including more than two years in the future, from the exposure of Plaintiff's and the Class's PFI to
3 unauthorized persons.

4 23. Moreover, River City has failed to undertake appropriate and adequate measures to address
5 the circumstances that caused the data breach.

6 **Plaintiff and Class Members Suffered Damages**

7 24. Plaintiff and the Class members' Personal Financial Information is private and sensitive in
8 nature, and was left inadequately protected, if not completely unprotected, by Defendants. Defendants did
9 not obtain Plaintiff and the Class members' consent to disclose their Personal Financial Information to
10 any other person or entity, as required by applicable law and industry standards.

11 25. The breach was a direct and proximate result of Defendants' failure to properly safeguard
12 and protect Plaintiff and the Class members' Personal Financial Information from unauthorized access,
13 use, and disclosure, as required by various state and federal regulations, industry practices, and the
14 common law, including Defendants' failure to establish and implement appropriate administrative,
15 technical, and physical safeguards to ensure the security and confidentiality of Plaintiff and the Class
16 members' Personal Financial Information to protect against reasonably foreseeable threats to the security
17 or integrity of such information.

18 26. As a direct and proximate result of Defendants' wrongful actions and inaction and the
19 resulting data breach, Plaintiff and the Class members have been placed at an imminent, immediate, and
20 continuing increased risk of harm from identity theft and identity fraud, requiring them to take the time
21 which they otherwise would have dedicated to other life demands such as work and effort to mitigate the
22 actual and potential impact of the Data Breach on their lives including, inter alia, by placing "freezes" and
23 "alerts" with credit reporting agencies, contacting their financial institutions, closing or modifying
24 financial accounts, closely reviewing and monitoring their credit reports and accounts for unauthorized
25 activity, changing the information used to verify their identity to information not subject to this Data
26 Breach, and filing police reports. This time has been lost forever and cannot be recaptured. In all manners
27 of life in this country, time has constantly been recognized as compensable.

28 27. Defendants' wrongful actions and inaction directly and proximately caused the theft and
dissemination to an unknown third party of Plaintiff's Personal Financial Information, causing them to
suffer, and continue to suffer, economic damages and other actual harm for which they are entitled to
compensation, including:

- (a) theft of their Personal Information and financial information;

- (b) costs for credit monitoring services;
- (c) unauthorized charges on their debit and credit card accounts; the imminent and certainly impending injury flowing from potential fraud and identity theft posed by their credit/debit card and Personal Information being placed in the hands of criminals and already misused via the sale of Plaintiff and Class members' Personal Information on the Internet black market;
- (d) the untimely and inadequate notification of the data breach;
- (e) the improper disclosure of their customer data;
- (f) loss of privacy;
- (g) ascertainable losses in the form of out-of-pocket expenses and the value of their time reasonably incurred to remedy or mitigate the effects of the data breach;
- (h) ascertainable losses in the form of deprivation of the value of their Personal Information, for which there is a well-established national and international market; ascertainable losses in the form of the loss of cash back or other benefits as a result of their inability to use certain accounts and cards affected by the data breach;
- (i) loss of use of, and access to, their account funds and costs associated with the inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit including adverse credit notations; and
- (j) the loss of productivity and value of their time spent to address, attempt to ameliorate, mitigate, and deal with the actual and future consequences of the data breach, including finding fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposition of withdrawal and purchase limits on compromised accounts, changing the information used to verify their identity to information not subject to this data breach, and the stress, nuisance and annoyance of dealing with all such issues resulting from the data breach.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this class action pursuant to Cal. Civ. Pro. Code. § 382 on behalf of himself and the Class. The proposed Class is defined as follows:

All residents of California whose PFI was provided to or obtained by River City Bank and whose PFI was accessed, compromised, or stolen by an unauthorized individual or individuals in the data breach announced by River City Bank on November 19, 2020.

29. Excluded from the Class are Defendants, Defendants' corporate parents, subsidiaries, affiliates, and any entity in which any Defendant has a controlling interest; any of their officers, directors, employees, or agents; the legal representatives, successors, or assigns of any such excluded persons or entities; and the judicial officers to whom this matter is assigned as well as their court staff.

1 30. Numerosity. The members of the Class are so numerous that joinder of all members is
2 impractical. The exact number of members is unknown to Plaintiff at this time; they estimate the Class
3 consists of hundreds of members. The precise number of Class, their identities, and their contact
4 information can be ascertained through appropriate discovery and records of River City.

5 31. Commonality. Common questions of fact and law exist as to all members of the Class and
6 predominate over the questions affecting only individual members of the Class. These common questions
7 include but are not limited to:

- 8 a. Whether Defendants engaged in the wrongful conduct alleged herein;
- 9 b. Whether Class Members' PFI was accessed, compromised, or stolen in the River City Data
10 Breach;
- 11 c. Whether Defendants owed a duty to Plaintiff and Class members to adequately protect
12 their PFI;
- 13 d. Whether Defendants owed a duty to Plaintiff and the Class to provide them with timely
14 and accurate notice of the River City Data Breach;
- 15 e. Whether Defendants breached their duties to protect the PFI of Plaintiff and the Class by
16 failing to provide adequate data security;
- 17 f. Whether Defendants were negligent in the development, use, or maintenance of security
18 protocols, failing to exercise a reasonable standard of care due in the circumstances;
- 19 g. Whether Defendants unreasonably delayed in notifying Plaintiff and the Class of their data
20 breach; Whether Defendants were negligent in apprising affected customers and potential
21 customers of their data breach;
- 22 h. Whether River City was negligent in the hiring and supervising of its employees involved
23 in the data breach;
- 24 i. Whether Defendants' conduct violated California statutory law;
- 25 j. Whether Plaintiff and members of the Class are entitled to recover damages; and
- 26 k. Whether Plaintiff and Class members are entitled to equitable relief, including injunctive
27 relief and/or equitable relief.

28 32. Typicality. Plaintiff's claims are typical of those of the other Class members because
29 Plaintiff and the other Class members were exposed to identical conduct and accompanying invasions of
30 their privacy.

1 33. Adequacy. Plaintiff can fairly and adequately represent the interests of the Class. He has
2 no conflict of interest with other Class members, is not subject to no unique defenses, and has retained
3 competent and experienced counsel.

4 34. A class action is superior to other available methods for the fair and efficient adjudication
5 of this controversy because joinder of all members is impractical, the likelihood of individual members
6 prosecuting separate claims is remote, and individual Class members do not have a significant interest in
7 controlling the prosecution of separate actions. Relief concerning Plaintiff's rights under the laws alleged
8 herein is appropriate with respect to the Class as a whole; and Plaintiff anticipates no difficulty in the
9 management of this action which would preclude its maintenance as a class action.

10 35. Plaintiff reserves the right to add Class representatives, provided Defendants are afforded
11 an opportunity to conduct discovery as to those representatives.

FIRST CAUSE OF ACTION
Negligence

12 36. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in
13 the preceding paragraphs.

14 37. Defendants owed Plaintiff and the Class a duty of reasonable care in handling and
15 safeguarding their PFI.

16 38. Defendants owed a duty to timely inform Plaintiff and Class members that their PFI had
17 been compromised or improperly furnished to unauthorized third parties.

18 39. Defendants breached these duties by the conduct alleged in the Complaint, including
19 without limitation: (a) failing to protect the PFI; (b) failing to maintain adequate data security practices
20 to safeguard the PFI; (c) failing to disclose the material fact that Defendants' data security practices were
21 inadequate to safeguard the PFI; and (d) failing to disclose in a timely manner to Plaintiff and members
22 of the Class the material fact of the data breach.

23 40. As a direct and proximate result of Defendant's negligence, Plaintiff and Class members
24 have suffered, or will suffer, damages, including the costs associated with fraudulent purchases, identity
25 theft, theft of funds, fees paid for credit freezes and other banking fees, feed paid for account freezes and
26 stop payments, damage to credit scores, the costs of identity theft protection and/or credit monitoring
27 services, and the diminution of the value of their PFI, as they have lost the ability to control possession
28 thereof.

 41. Plaintiff, on behalf of himself and all other Class members, requests relief as described
below.

SECOND CAUSE OF ACTION
Negligence *Per Se*
(California Civil Code §§ 1798.29; 1798.80)

1
2
3 42. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
4 preceding paragraphs.

5 43. California Civil Code § 1798.29 provides that “Any agency that owns or licenses
6 computerized data that includes personal information shall disclose any breach of the security of the
7 system following discovery or notification of the breach in the security of the data to any resident of
8 California (1) whose unencrypted personal information was, or is reasonably believed to have been,
9 acquired by an unauthorized person, or, (2) whose encrypted personal information was, or is reasonably
10 believed to have been, acquired by an unauthorized person and the encryption key or security credential
11 was, or is reasonably believed to have been, acquired by an unauthorized person and the agency that
12 owns or licenses the encrypted information has a reasonable belief that the encryption key or security
13 credential could render that personal information readable or usable. ***The disclosure shall be made in the
14 most expedient time possible and without unreasonable delay, consistent with the legitimate needs of
15 law enforcement.***” California Civil Code §1798.29(a) (Emphasis added).

16 44. This statute clearly defines the required standard of conduct relative to notice of a data
17 breach involving personal information.

18 45. Under California Civil Code § 1798.80, “Business” means a “sole proprietorship,
19 partnership, corporation, association, or other group, however organized and whether or not organized to
20 operate at a profit, including a financial institution organized, chartered, or holding a license or
21 authorization certificate under the law of this state, any other state, the United States, or of any other
22 country, or the parent or the subsidiary of a financial institution.” California Civil Code § 1798.80(a).

23 46. “Records” means any material, regardless of the physical form, on which information is
24 recorded or preserved by any means, including in written or spoken words, graphically depicted, printed,
25 or electromagnetically transmitted. “Records” does not include publicly available directories containing
26 information an individual has voluntarily consented to have publicly disseminated or listed, such as name,
27 address, or telephone number. California Civil Code § 1798.80(b).

28 47. “Personal information” means any information that identifies, relates to, describes, or is
capable of being associated with, a particular individual, including, but not limited to, his or her name,
signature, social security number, physical characteristics or description, address, telephone number,
passport number, driver’s license or state identification card number, insurance policy number, education,

1 employment, employment history, bank account number, credit card number, debit card number, or any
2 other financial information, medical information, or health insurance information. “Personal
3 information” does not include publicly available information that is lawfully made available to the
4 general public from federal, state, or local government records. California Civil Code § 1798.80(e).

5 48. Defendants failed to provide timely notice required by California Civil Code § 1798.29(a)
6 to Plaintiff and the Class.

7 49. California Civil Code § 1798.29(a) was intended to prevent the type of harm that
8 Defendants’ failure to provide timely notice caused.

9 50. Plaintiff and the Class are California residents who provided personal information,
10 including but not limited to PFI, within the meaning of this statute, to the Defendants. They are therefore
11 members of the class of persons the statute was designed to protect.

12 51. Defendants’ failure to comply with this statute proximately caused injury to Plaintiff and
13 the Class because Defendants did not notify Plaintiff and the Class for nearly two months that their
14 personal information, including but not limited to, PFI, had been accessed by an unauthorized user,
15 thereby exposing Plaintiff and the Class to substantial risk of identity theft and fraud.

16 52. Moreover, as a direct and proximate result of Defendants’ negligence per se, Plaintiff and
17 the Class have suffered and will continue to suffer the risks of exposure of their personal information,
18 including but not limited to, their PFI, which remain in Defendants’ possession and is subject to further
19 unauthorized disclosure so long as Defendants fail to undertake appropriate and adequate measures to
20 safeguard the personal information, including but not limited to, the PFI, in their possession.

21 53. Plaintiff, on behalf of himself and all other Class members, requests relief as described
22 below.

23 **THIRD CAUSE OF ACTION**

24 **Bailment**

25 54. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
26 preceding paragraphs.

27 55. Plaintiff and all other Class members delivered and entrusted their PFI to River City for
28 the sole purpose of engaging in a private, secure financial transactions with River City.

56. PFI constitutes a form of intangible personal property, as demonstrated, in part, by the
resources and effort people expend to protect their PFI and control who has possession thereof.
Moreover, markets exist for both the lawful and unlawful transacting of PFI.

57. Plaintiff’s and Class members’ property rights encompass the fundamental right to control

1 who possesses their PFI.

2 58. In delivering and entrusting their PFI, Plaintiff and Class members intended and
3 understood that Defendants would adequately safeguard their PFI.

4 59. Defendants accepted possession of Plaintiffs' and Class members' PSFI, and by accepting
5 possession of Plaintiff's and Class members' PFI, Defendants understood that Plaintiff and other Class
6 members expected it to adequately safeguard their PFI. Accordingly, a bailment was established for the
7 mutual benefit of the parties.

8 60. During the period of bailment, River City, as bailee, owed Plaintiff and all other Class
9 members a duty of care to safeguard their PFI by maintaining adequate security procedures and
10 infrastructure to protect such information. In failing to maintain such adequate security procedures and
11 infrastructure, River City breached this duty.

12 61. As a result, Plaintiff and all other Class members have been harmed by increased risk of
13 identity theft and fraud, both immediate and for the indefinite future.

14 62. As a result of River City's breach of duty, Plaintiff and Class members have incurred
15 damages, including expenses arising out of increased risk of identity theft and financial fraud.

16 63. Plaintiff, on behalf of himself and all other Class Members, requests relief as described
17 below.

18 **FOURTH CAUSE OF ACTION**

19 **Breach of Implied Contract**

20 64. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
21 preceding paragraphs.

22 65. Plaintiff alleges this claim individually and on behalf of the Class.

23 66. River City solicited and invited Plaintiff and Class members to apply for accounts, home
24 mortgage loans, and commercial loans. Plaintiff and Class members accepted River City's offers and
25 submitted forms and applications to River City.

26 67. When Plaintiff and Class members submitted these forms and applications, they were
27 required to—and did—provide their PFI to River City. In so doing, Plaintiff and Class members entered
28 into implied contracts with River City pursuant to which River City agreed to safeguard and protect such
information and to timely and accurately notify Plaintiff and Class members if their data had been
breached or compromised.

Each application by Plaintiff and Class members was made pursuant to mutually agreed-upon implied contracts with River City under which River City agreed to safeguard and protect Plaintiff's

1 and Class Members' PFI and to provide accurate and timely notice if such information was compromised,
2 lost, or stolen.

3 69. Plaintiff and Class members would not have provided their PFI to River City in the
4 absence of such an implied contract.

5 70. Plaintiff and Class members fully performed their obligations under the implied contracts
6 with River City.

7 71. River City breached the implied contracts it made with the Plaintiff and Class members
8 by failing to safeguard or protect the Class members' PFI and by failing to provide accurate and timely
9 notice when their PFI was compromised.

10 72. As a direct and proximate result of River City's breaches of the implied contracts between
11 River City and Plaintiff and Class members, Plaintiff and the Class members sustained actual losses and
12 damages as described herein, and will continue to suffer damages for, potentially, years to come.

13 73. Plaintiff, on behalf of himself and all other Class members, requests relief as described
14 below.

15 **FIFTH CAUSE OF ACTION**
16 **Violation of California's Unfair Competition Law**
17 **Cal. Bus. & Prof. Code § 17200 *et seq.***

18 74. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
19 preceding paragraphs.

20 75. Defendants have violated the California Unfair Competition Law, Business & Professions
21 Code § 17200, et seq. ("UCL"), by engaging in unlawful, unfair and/or fraudulent business acts and
22 practices and unfair, deceptive, untrue or misleading advertising that constitute acts of "unfair
23 competition" as defined in the UCL with respect to the services provided to the Class.

24 76. Defendants engaged in unlawful acts and practices with respect to the services by
25 establishing the sub-standard security practices and procedures described herein; by soliciting and
26 collecting Plaintiff's and Class members' PFI with knowledge that the information would not be
27 adequately protected; and by storing Plaintiff's and Class members' PFI in an unsecure electronic
28 environment in violation of California's data breach statute, Cal. Civ. Code § 1798.81.5, which requires
29 Defendants to take reasonable methods of safeguarding the PFI of Plaintiff and the Class members.

30 77. In addition, Defendants engaged in unlawful acts and practices by failing to disclose the
31 data breach to Class members in a timely and accurate manner, contrary to the duties imposed by Cal.
32 Civ. Code § 1798.82, and by failing to comply with Cal. Civ. Code § 1798.100.

1 78. As a direct and proximate result of Defendants’ unlawful practices and acts, Plaintiff and
2 the Class members were injured and lost money or property, including but not limited to the price
3 received by Defendants for the services, the loss of Class members’ legally protected interest in the
4 confidentiality and privacy of their PFI, nominal damages, and additional losses as described above.

5 79. Defendants knew or should have known that its data security practices were inadequate to
6 safeguard Class members’ PFI and that the risk of a data breach or theft was likely. Defendants’ actions
7 in engaging in the above-named unlawful practices and acts were negligent, knowing and willful, and/or
8 wanton and reckless with respect to the rights of members of the Class.

9 80. Class members seek relief under the UCL including, but not limited to, restitution to
10 Plaintiff and Class members of money or property that Defendants may have acquired by means of its
11 unlawful, and unfair business practices, restitutionary disgorgement of all profits accruing to Defendants
12 because of its unlawful and unfair business practices, attorneys’ fees and costs (pursuant to Cal. Code
13 Civ. Proc. § 1021.5), and injunctive or other equitable relief.

14 81. Plaintiff, on behalf of himself and all other Class members, requests relief as described
15 below.

16 **SIXTH CAUSE OF ACTION**
17 **Violation of California’s Customer Records Act**
18 **Cal. Civ. Code §§ 1798.80, *et seq.***

19 82. Plaintiff realleges and incorporates by reference the allegations contained in the preceding
20 paragraphs.

21 83. “[T]o ensure that personal information about California residents is protected,” the
22 California Legislature enacted Cal. Civil Code § 1798.81.5, which provides any that business that “owns
23 or licenses personal information about a California resident shall implement and maintain reasonable
24 security procedures and practices appropriate to the nature of the information to protect the personal
25 information from unauthorized access, destruction, use, modification, or disclosure.”

26 84. Defendant is a “business” within the meaning of Civil Code § 1798.80(a).

27 85. Plaintiff and Class members are “customer[s]” within the meaning of the Civil Code
28 § 1798.80(c) “who provide[d] personal information to [Defendants] for the purpose of purchasing or
leasing a product or obtaining a service from the business.” The information retained by Defendants
constitutes “personal information” as defined in Civil Code § 1798.81.5(d)(1).

86. The breach of the PFI of hundreds of River City customers constitutes a “breach of the
security system” of River City pursuant to Civil Code § 1798.82(g).

1 87. By storing and maintaining customers' PFI and by failing to properly and adequately
2 encrypt or make users' data undecipherable, Defendants violated Civil Code § 1798.81.

3 88. By failing to implement reasonable security procedures and practices appropriate to the
4 nature of Plaintiff's and Class members' personal information, Defendants violated Civil Code §
5 1798.81.5(b).

6 89. Additionally, by failing to promptly notify all affected customers that their personal
7 information had been acquired (or was reasonably believed to have been acquired) by unauthorized
8 persons in the data breach, Defendants violated Civil Code § 1798.82 of the same title.

9 90. As a direct and proximate result of Defendants' failure to implement and maintain
10 reasonable security procedures and practices to protect Plaintiff's and Class members' personal and
11 financial information, Plaintiff and Class members suffered damages, including, but not limited to, loss
12 of and invasion of privacy, loss of property, loss of money, loss of control of their personal and financial
13 nonpublic information, fear and apprehension of fraud and loss of control over their personal and
14 financial information, the burden of taking actions to protect themselves from fraud or potential fraud.

15 91. Plaintiff on behalf of himself and the Class seeks all remedies available under Civil Code
16 § 1798.84, including, but not limited to: (a) damages suffered by Class members, and (b) equitable relief.
17 Plaintiff on behalf of himself and the Class also seeks reasonable attorneys' fees and costs under
18 applicable law, and any such other and further relief as this Court may deem just and appropriate.

19 **SEVENTH CAUSE OF ACTION**
20 **Violation of the California Consumer Privacy Act**
21 **Cal. Civ. Code § 1798.100, et seq.**

22 92. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
23 preceding paragraphs.

24 93. Defendants violated § 1798.150(a) of the California Consumer Privacy Act ("CCPA") by
25 failing to prevent Plaintiff's and Class members' nonencrypted and nonredacted PFI from unauthorized
26 access and exfiltration, theft, or disclosure as a result of Defendants' violations of their duty to implement
27 and maintain reasonable security procedures and practices appropriate to the nature of the information to
28 protect the PFI of Plaintiff and Class members.

94. As a direct and proximate result of Defendants' acts, Plaintiff's and the Class members'
PFI was subjected to unauthorized access and exfiltration, theft, or disclosure as a result of Defendants'
violation of their duty to safeguard such data.

95. As a direct and proximate result of Defendants' acts, Plaintiff and the Class members were

1 injured and lost money or property, including but not limited to the price received by Defendants for the
2 services, the loss of Class members' legally protected interest in the confidentiality and privacy of their
3 PFI, nominal damages, and additional losses as described above.

4 96. Defendants knew or should have known that its data security practices were inadequate to
5 safeguard Class members' PII and that the risk of a data breach or theft was highly likely. Defendants'
6 failed to implement and maintain reasonable security procedures and practices appropriate to the nature
7 of the information to protect the personal information of Plaintiff and the Class members.

8 97. Upon information and belief, River City is a corporation that is organized or operated for
9 the profit or financial benefit of its owners, with annual gross revenues over \$25 million. River City
10 collects consumers' PFI as defined in Cal. Civ. Code § 1798.140.

11 98. Plaintiff and Class members seek relief under § 1798.150(a), including, but not limited to,
12 recovery of actual damages, injunctive or declaratory relief; any other relief the court deems proper; and
13 attorneys' fees and costs (pursuant to Cal. Code Civ. Proc. § 1021.5).

14 99. Plaintiff, on behalf of himself and all other Class members, requests relief as described
15 below.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff Kyle Rodriguez, on behalf of himself and members of the Class,
18 respectfully requests that this Court enter judgment in their favor and against Defendants as follows:

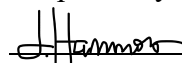
- 19 1. Certifying this matter as a Class action;
- 20 2. Awarding Plaintiff and the Class all recoverable compensatory, consequential, actual and/or
21 statutory damages in the maximum amount permitted by law;
- 22 3. Awarding other equitable and injunctive relief;
- 23 4. Awarding attorneys' fees and costs as authorized by statute and governing law;
- 24 5. Awarding prejudgment interest at the legal rate; and
- 25 6. Granting such other and further relief, at law and in equity, as this Court deems just and proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiff, on behalf of himself and members of the Class, hereby demands a jury trial on all issues
28 so triable pursuant to the California Rules of Civil Procedure.

DATED: March 15, 2021

Respectfully submitted,



Julian Hammond

Attorneys for Plaintiff and the Putative Class