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7 THERAPYMATCH, INC. d/b/a HEADWAY

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

10 M.G., individually and on behalf of all others
similarly situated,

11 Plaintiff,

12 v.

13 THERAPYMATCH, INC. d/b/a HEADWAY;
14 and DOES 1 through 100, inclusive,

15 Defendants.

Case No.: 3:23-cv-04422

[Alameda Superior Court
Case No. 23CV037579]

**DEFENDANT’S NOTICE OF REMOVAL
OF ACTION TO FEDERAL COURT**

Complaint Filed: 07/06/2023

Complaint Served: 07/27/2023

16
17 Pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendant Therapymatch, Inc.
18 d/b/a Headway (“Defendant”), by and through its undersigned counsel, hereby provides notice of
19 removal of the above-captioned action from the Superior Court of California, County of Alameda,
20 to the United States District for the Northern District of California. In support of this Notice of
21 Removal to Federal Court (“Notice of Removal”), Defendant states as follows:

22 **JURISDICTION**

23 1. This is a civil action over which this Court has original subject matter jurisdiction
24 under 28 U.S.C. § 1332, and removal is proper under 28 U.S.C. §§ 1441 and 1446 because it is a
25 civil action that satisfies the requirements stated in the Class Action Fairness Act of 2005
26 (“CAFA”), codified, in part, at 28 U.S.C. § 1332(d).

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ATTORNEYS AT LAW
LOS ANGELES

1 VENUE

2 2. This Court is in the judicial district and division embracing the place where the state
3 court case was brought and is pending. Specifically, the United States District Court for the
4 Northern District of California embraces Alameda County. 28 U.S.C. § 84(a); N.D. Cal. L.R. 3-
5 2(d). Thus, this Court is the proper district court to which this case should be removed. *See* 28
6 U.S.C. §§ 1441(a) and 1446(a).

7 THE ACTION AND TIMELINESS OF REMOVAL

8 3. On July 6, 2023, Plaintiff M.G. (“Plaintiff”) filed a putative class action complaint
9 (“Complaint”) against Defendant and Doe defendants 1 – 100 in the Superior Court of California,
10 County of Alameda, Unlimited Civil, captioned *M.G. v. Therapymatch, Inc., d/b/a Headway, et*
11 *al.*, Case No. 23CV037579 (the “State Court Action”).

12 4. Plaintiff’s Complaint asserts causes of action for (1) violation of the Confidentiality
13 of Medical Information Act (“CMIA”) (Cal. Civ. Code §§ 56.06, 56.101, 56.10), (2) aiding and
14 abetting violation of the CMIA (Cal. Civ. Code § 56.36), (3) violation of the California Consumer
15 Privacy Act (“CCPA”) (Cal. Civ. Code §§ 1789.100(e) and 1798.81.5(b)), (4) aiding and abetting
16 unlawful interception under the California Invasion of Privacy Act (“CIPA”) (Cal. Penal Code §
17 631), (5) unlawful recording of and eavesdropping upon confidential communications under CIPA
18 (Cal. Penal Code § 632), and (6) violation of Art. I, § 1 of the California Constitution, against
19 Defendant in connection with its alleged unauthorized disclosure of Plaintiff’s and putative class
20 members’ personal health information (“PHI”) and/or personal identifying information (“PII”) to
21 third parties, which was discovered on or around May 2023. (Ex. 1 (“Compl.”), ¶¶ 6, 7, 17, 23-
22 60.)

23 5. Plaintiff purports to bring the State Court Action on behalf of himself and a putative
24 class of allegedly similarly situated individuals.

25 6. On July 27, 2023, Plaintiff served Defendant with a copy of the Summons and
26 Complaint in the State Court Action.

1 or disclosed to, Google through Google’s tracking technology embedded in the Headway website”
2 (the “Putative Class”). (Compl. ¶ 61.)

3 12. Plaintiff claims there are “at least 75 individuals” who are members of the Putative
4 Class. (Compl. ¶ 65.)

5 13. Based on Defendant’s records and data, the Putative Class size is at least 15,000
6 individuals, which is the approximate number of individuals with California addresses who booked
7 an appointment² with a California provider using Defendant’s website (*i.e.* who “visited and used
8 the Headway website”) in the period starting September 2022 to present.³

9 14. Accordingly, the Putative Class involves 100 or more members as required by 28
10 U.S.C. § 1332(d)(5)(B).

11 **Minimal Diversity of Citizenship Exists**

12 15. Plaintiff M.G’s Citizenship. As alleged in the Complaint, Plaintiff M.G. is “a
13 citizen and resident of California.” (Compl. ¶ 8.) Defendant is informed and believes that Plaintiff
14 was, at the time of the filing of the State Court Action, and still is, a citizen of the State of
15 California. For diversity purposes, a person is a “citizen” of the state in which they are domiciled.
16 *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A person’s domicile is
17 their permanent home, where they reside with the intention to remain or to which they intend to
18 return. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001).

19 16. Putative Class Members’ Citizenship. Plaintiff’s proposed class definition does not
20 state the citizenship of any Putative Class members, but instead defines them, in pertinent part, as
21 “[a]ll California residents.” (Compl. ¶ 61.) For purposes of this Notice of Removal, the citizenship
22 of Putative Class members is immaterial because, as set forth in Paragraphs 15, 17, 18, and 19
23 herein, minimal diversity under CAFA is satisfied by virtue of Plaintiff’s and Defendant’s diverse
24 citizenship.

25
26
27 ² These individuals were also physically located in California at the time of their appointments.

28 ³ By alleging the foregoing Putative Class size, Defendant does not concede any of Plaintiff’s material allegations against it (including any allegations regarding class certification), or the validity of any of the claims purportedly asserted against it.

1 22. Without conceding that Plaintiff or the Putative Class members are entitled to or
2 could recover damages in the amount or manner alleged, or at all, the amount in controversy in
3 this putative class action conservatively exceeds \$5,000,000, exclusive of interest and costs.⁴

4 23. CMIA Claim. In his first cause of action, Plaintiff alleges Defendant violated the
5 CMIA by (1) “failing to maintain the confidentiality of users’ private and personal medical
6 information;” (2) “failing to maintain, preserve, and store medical information in a manner that
7 preserves the confidentiality of the information;” and (3) disclosing “medical information to
8 undisclosed third-party Google (and possibly others) without first obtaining” authorization to do
9 so. (Compl. ¶¶ 81-83.) Plaintiff further alleges that because of Defendant’s purported conduct,
10 Plaintiff and the Putative Class members are entitled, in part, to statutory damages under California
11 Civil Code § 56.36(b) for each alleged violation. (*Id.* ¶ 84.)

12 24. California Civil Code § 56.36(b)(1) provides for statutory damages of \$1,000 for
13 each violation.

14 25. Accordingly, multiplying \$1,000 by three alleged violations of the CMIA for at
15 least 15,000 Putative Class members ($\$1,000 \times 3 \times 15,000 = \$45,000,000$) exceeds the amount in
16 controversy requirement of \$5,000,000 pursuant to 28 U.S.C. § 1332(d)(2).

17 26. CCPA Claim. In his third cause of action, Plaintiff alleges Defendant violated the
18 CCPA by failing to (1) “identify Google as a recipient of users’ personal and sensitive medical
19 information;” (2) “acknowledge its use of Google Analytics or other website tracking tools;” (3)
20 “disclose to its website users that it redirects, shares, and discloses website users’ protected mental
21 health information and IP address with Google;” (4) state that Defendant will disclose “private
22 medical information and confidential communications . . . for the additional purposes of improving
23 Google algorithms and data points and creating new advertising and analytics technologies,
24 services, and business opportunities;” and (5) “implement and maintain reasonable security
25 procedures and practices to safeguard such sensitive information.” (Compl. ¶¶ 104-106.)

26 _____
27 ⁴ This Notice of Removal does not concede and should not be construed as evidence that Defendant
28 violated the legal rights of Plaintiff or any members of Plaintiff’s Putative Class. The argument
and the calculations of potential damages presented here are based on the allegations in the
Complaint and solely for purposes of this Notice of Removal.

1 27. The Complaint does not allege Defendant has failed to cure alleged violations of
 2 the CCPA (*see generally* Compl.) and, although Plaintiff alleges “[a]ssuming Defendant does not
 3 cure the alleged, breach, Plaintiff will promptly amend this complaint . . . to seek up to \$750 in
 4 statutory damages per consumer per incident as provided for by § 1798.150(a)(1)(A)” (*id.* ¶ 107),
 5 Plaintiff has yet to file an amended pleading. However, because the operative Complaint seeks
 6 “statutory damages of \$750 per violation under California Civil Code § 1798.150(a)(1)(A)” (*id.* at
 7 p. 32 (Prayer for Relief ¶ h)), Plaintiff’s CCPA cause of action should be included in analyzing the
 8 amount in controversy.

9 28. California Civil Code § 1798.150(a)(1)(A) provides for statutory damages of \$750
 10 for each violation.

11 29. Accordingly, multiplying \$750 by five alleged violations of CCPA for least 15,000
 12 Putative Class members ($\$750 \times 5 \times 15,000 = \$56,250,000$) exceeds the amount in controversy
 13 requirement of \$5,000,000 pursuant to 28 U.S.C. § 1332(d)(2).

14 30. CIPA I Claim. In his fourth cause of action, Plaintiff alleges Defendant violated
 15 CIPA by “allowing Google, without Plaintiff’s and Headway Website Class members’ consent, to
 16 intercept and access the Headway website users’ private information and confidential
 17 communications,” thereby aiding and abetting Google’s unlawful interception of the information.
 18 (Compl. ¶¶ 117-119.) Plaintiff further alleges that because of Defendant’s purported conduct,
 19 Plaintiff and the Putative Class members are entitled, in part, to statutory damages under California
 20 Penal Code § 637.2. (*Id.* ¶ 120.)

21 31. California Penal Code § 637.2 provides for the greater of statutory damages of
 22 \$5,000 per violation, or three times the amount of actual damages sustained.

23 32. Accordingly, multiplying \$5,000 by violations alleged by at least 15,000 Putative
 24 Class members ($\$5,000 \times 15,000 = \$75,000,000$) exceeds the amount in controversy requirement of
 25 \$5,000,000 pursuant to 28 U.S.C. § 1332(d)(2).

26 33. CIPA II Claim. In his fifth cause of action, Plaintiff alleges Defendant violated
 27 CIPA by “contemporaneously redirecting and transmitting Plaintiff’s and Class members’
 28 confidential communications through Google Analytics website tracking technology,” which

1 permitted Google “to eavesdrop upon and/or record Headway website users’ confidential
2 communications through an electronic amplifying or recording device.” (Compl. ¶ 128.) Plaintiff
3 further alleges that because of Defendant’s purported conduct, Plaintiff and the Putative Class
4 members are entitled, in part, to statutory damages under California Penal Code § 637.2. (*Id.*, ¶
5 131.)

6 34. Accordingly, multiplying \$5,000 by at least 15,000 Putative Class members
7 (\$5,000*15,000 = \$75,000,000) exceeds the amount in controversy requirement of \$5,000,000
8 pursuant to 28 U.S.C. § 1332(d)(2).

9 35. Remaining Claims. The amount in controversy exceeds the \$5,000,000 CAFA
10 threshold without considering Plaintiff’s second cause of action for aiding and abetting violation
11 of the CMIA, and sixth cause of action for violation of California Constitution Art. 1, § 1. Even
12 though Defendant has not assigned any particular damages amount to these causes of action,
13 assignment of any sum only further increases the amount in controversy beyond \$5,000,000.
14 Should there be any doubt as to whether Defendant has demonstrated that the amount in
15 controversy under the CMIA, CCPA, and CIPA claims examined above exceeds \$5,000,000,
16 however, Plaintiff’s other causes of action should be included in analyzing the amount in
17 controversy.

18 36. Attorneys’ Fees. When the underlying substantive law provides for the award of
19 attorneys’ fees, a party may include that amount in its calculation of the amount in controversy.
20 *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998). Plaintiff has sought attorneys’
21 fees for purportedly enforcing an important right affecting the public interest, based on California
22 Code of Civil Procedure § 1021.5. (Compl. at p. 33 (Prayer for Relief ¶ 1).) Because Defendant
23 has established that the \$5,000,000 CAFA threshold is met considering only four of Plaintiff’s
24 causes of action, it does not assign in this Notice of Removal any amount to Plaintiff’s request for
25 attorneys’ fees. Should there be any doubt as to whether Defendant has demonstrated that the
26 amount in controversy under the CMIA and CIPA claims examined above exceeds \$5,000,000,
27 however, Plaintiff’s request for attorneys’ fees should be included in analyzing the amount in
28 controversy.

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DISCLOSURE STATEMENTS

37. Pursuant to Federal Rule of Civil Procedure 7.1 and Northern District of California Civil Local Rule 3-15, a Disclosure Statement, which will include a Disclosure of Conflicts and Interested Entities or Persons, is being filed concurrently with this Notice of Removal.

NOTICE

38. As required by 28 U.S.C. § 1446(d), Defendant is providing written notice of the filing of this Notice of Removal to Plaintiff, and are filing a copy of this Notice of Removal with the Clerk of the Superior Court of California, County of Alameda.

WHEREFORE, Defendant hereby removes this civil action to this Court on the bases identified above.

Respectfully submitted,

Dated: August 25, 2023

BAKER & HOSTETLER LLP

By: /s/ Teresa C. Chow
Teresa C. Chow

Attorneys for Defendant
THERAPYMATCH, INC. d/b/a HEADWAY

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ATTORNEYS AT LAW
LOS ANGELES

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CERTIFICATE OF SERVICE

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On August 25, 2023, I served a copy of the within document(s):

DEFENDANT’S NOTICE OF REMOVAL OF ACTION TO FEDERAL COURT

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by transmitting via electronic mail the document(s) listed above to the e-mail address(es) set forth below on this date and the transmission was reported as complete and without error.

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on August 25, 2023, at Torrance, California.



Nancy L. Brazil

BAKER & HOSTETLER LLP
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Exhibit 1

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Attorneys for Plaintiff
M.G., an Individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

M.G., individually and on behalf of a class of)
similarly situated individuals,)
)
Plaintiff,)
)
v.)
)
THERAPYMATCH, INC. d/b/a)
HEADWAY; and DOES 1 through 100,)
inclusive,)
)
Defendants.)

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ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/06/2023 at 10:47:40 AM
By: Darnekia Oliver,
Deputy Clerk

Case No: **23CV037579**
CLASS ACTION
COMPLAINT FOR DAMAGES
DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

1
2 Plaintiff M.G. (“Plaintiff”), on behalf of himself and a class of similarly situated
3 individuals as defined below, and based on personal knowledge, where applicable, information
4 and belief, and the investigation by counsel, alleges the following against Defendant
5 Therapymatch, Inc. d/b/a Headway (“Defendant” or “Headway”).¹

INTRODUCTION

6
7 1. This class action lawsuit arises out of Headway’s policy and practice of (1)
8 disclosing and sharing with third parties, without users’ knowledge or consent, private and
9 personal information, including sensitive medical information, that Headway’s website has
10 collected while users navigate Headway’s online platform and (2) aiding and abetting Google’s
11 (and possibly other third party interceptors’) unauthorized intercepting, recording, collection and
12 use of California residents’ highly personal and confidential data and communications.

13 2. Headway is a private company that markets itself as a software-enabled network
14 of therapists. The Headway online platform claims to provide user-friendly access to a wide range
15 of mental health providers at a lower cost based on insurance coverage. Headway further claims
16 that, by covering administrative tasks like scheduling, credentialing, revenue-cycle management,
17 and billing, the platform helps providers increase the size of their practices.

18 3. Plaintiff and Class members who visited the Headway website expected that their
19 personal and sensitive medical information – including without limitation their search parameters
20 detailing their medical concerns and conditions, their gender and ethnic preferences regarding
21 providers, the kind of treatment they sought, and the dates and locations of their medical
22 appointments – would remain private and confidential. Plaintiff and Class members had a
23 reasonable expectation that their interactions and communications through Headway’s website
24 would not be shared with any third parties, let alone to *undisclosed* third parties.

25
26 ¹ M.G. files his claims under a pseudonym to protect against further disclosure of the private and
27 potentially stigmatizing nature of the illness for which he sought treatment through the Headway
28 online platform. Revealing M.G.’s true identity would substantially cause the exact harm that
M.G. is seeking to remedy through the filing of this suit, i.e., the disclosure of his personal and
sensitive health information.

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1 4. Unbeknownst to individuals using the Headway platform, Google Analytics code
2 is embedded into the Headway website. Through that embedded tracking technology, while
3 Plaintiff and Class members were and are interacting with the Headway website, Google, in real
4 time, is able to and does intercept, eavesdrop upon, and collect Headway website users’ sensitive
5 information, including their protected mental health information. All of this happens without the
6 knowledge of the individual, and certainly without any choice or consent.

7 5. Stated another way, as Plaintiff and Class Members are using their various
8 electronic devices to enter their personally identifiable and sensitive mental health information,
9 Google simultaneously is intercepting their private data in real time while it is in transit by using
10 the embedded Google Analytics code.² Moreover, because Headway failed to turn on the IP
11 (internet protocol) anonymization feature on its website, Google was and is able to identify, from
12 the intercepted data, individual Headway website users’ IP addresses and to access and obtain
13 their other personally identifiable information.

14 6. Plaintiff is informed and believes and on that ground alleges that Google uses the
15 information shared by Headway not only to provide analytics services but also to maintain and
16 improve Google’s own services, develop new analytics and marketing services, and measure the
17 effectiveness of advertising on Google’s and its partners’ sites and applications.

18 7. Headway’s unauthorized disclosure of Plaintiff’s and Class members’ personal
19 identifying information and private and sensitive health information, all without adequate
20 notification to Plaintiff and Class members regarding that data sharing, is an invasion of Plaintiff’s
21 and Class members’ privacy. It also violates various laws, including the California
22 Confidentiality of Medical Information Act, Cal. Civil Code §§ 56, *et seq.* (“CMIA”); the
23 California Consumer Privacy Act, Cal. Civil Code §§ 1798.100, *et seq.* (“CCPA”); the California
24 Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.* (“CIPA”); and the right to privacy under
25 the Article 1, § 1, of the California Constitution, which includes privacy as one of six fundamental

26

27

28 ² Plaintiff used his cellular telephone to enter his personally identifiable and sensitive mental health information.

1 rights of all Californians.

2 **PARTIES**

3 **A. Plaintiff M.G.**

4 8. Plaintiff M.G. is a natural person and a citizen and resident of California.

5 9. In and around May 2023, Plaintiff began using the Headway online platform to
6 search for a mental health professional and to schedule an appointment with a provider of his
7 choice.

8 10. While navigating the Headway website on his cellular telephone, Plaintiff
9 provided personal information including his name, address, cellular phone number, health
10 insurance provider, group identification number, and employer. When prompted by the site to
11 enter his mental health concerns and search parameters, Plaintiff specified that he was looking for
12 therapy related to two specific mental health conditions.³

13 11. Google was able to intercept Plaintiff's private communications with Headway
14 and did so. Google intercepted and obtained sensitive information regarding Plaintiff's mental
15 health conditions, the treatment he was seeking, his provider preferences, and his appointment
16 details. Google was able to carry out that interception as Plaintiff and Class members were
17 transmitting their personally identifiable and sensitive mental health information to Headway
18 through Google Analytics tracking technology embedded in the Headway website.

19 12. When Plaintiff chose to seek help from Headway, he did not consent to Google's
20 interception of his personal, confidential, and protected mental health information. Further, he
21 was unaware of and had no opportunity to opt out of Google's interception.

22 13. Upon information and belief, Plaintiff alleges that Google used Plaintiff's
23 information not only to provide analytics services to Headway, but also (1) to improve its own
24 software, algorithms, and other technology and business activities and (2) to provide marketing
25 services and offerings, such as creating customer profiles, custom audiences, and targeted
26

27
28 ³ So as not to suffer a further disclosure of personal identifying medical information, Plaintiff is not disclosing his mental health conditions in this public filing.

1 advertisements.

2 **B. Defendant Therapymatch, Inc. d/b/a Headway**

3 14. Defendant Therapymatch, Inc. (d/b/a Headway) is a corporation organized under
4 the laws of the State of Delaware with its principal place of business in New York.

5 15. Founded in 2019, Headway touts itself as an online platform that makes it easier
6 for healthcare practitioners to accept insurance. Headway claims that its platform enables
7 prospective patient-clients to search their geographic location for mental health professionals
8 based on the patient-clients' specific concerns and preferences.

9 16. Headway's business operations span California and 14 other states. Headway
10 systematically and continuously does business in California and with California residents and
11 California mental healthcare providers.

12 17. Headway's website and Privacy Policy fail to put visitors on notice of Headway's
13 use of Google Analytics tracking technology, Headway's disclosure of personally identifying and
14 sensitive medical information, and Headway's decision to allow Google (and possibly other third-
15 parties) to intercept, in real time, the transmission and dissemination of Plaintiff's and other Class
16 members' personal and private information, including protected mental health information and
17 other health information.

18 **C. Doe Defendants**

19 18. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
20 DOES 1 through 100, inclusive, and therefore sues those defendants by those fictitious names.
21 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.
22 Plaintiff is informed and believes and on that ground alleges that each of the fictitiously-named
23 defendants is responsible in some manner for the occurrences alleged in this Complaint and that
24 Plaintiff's injuries and damages, as alleged, are proximately caused by those occurrences.

25 19. Plaintiff is informed and believes and on that ground alleges that, at all relevant
26 times, each named Defendant and the Doe Defendants were the principals, agents, partners, joint
27 venturers, officers, directors, controlling shareholders, subsidiaries, affiliates, parent
28 corporations, successors in interest, and/or predecessors in interest of some or all of the other

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1 Defendants, were engaged with some or all of the other Defendants in a joint enterprise for profit,
2 and bore such other relationships to some or all of the other Defendants as to be liable for their
3 conduct with respect to the matters alleged below. Plaintiff is informed and believes and on that
4 ground alleges that each Defendant acted pursuant to and within the scope of the relationships
5 alleged above and that each knew or should have known about, and that each authorized, ratified,
6 adopted, approved, controlled, aided and abetted the conduct of all Defendants.

7 JURISDICTION AND VENUE

8 20. This Court has subject matter jurisdiction over this action under the California
9 Confidentiality of Medical Information Act, Cal. Civil Code §§ 56, *et seq.*, the California
10 Consumer Privacy Act, Cal. Civil Code §§ 1798.100, *et seq.*, the California Invasion of Privacy
11 Act, Cal. Penal Code §§ 631 and 632, and the California Constitution.

12 21. This Court has personal jurisdiction over the parties because Defendant has
13 sufficient minimum contacts with this State in that it operates and markets its services throughout
14 the State, including working with patient-clients and mental health care providers in California.
15 Further, a substantial part of the events and conduct giving rise to Plaintiff's claims occurred in
16 the State of California, including Plaintiff's accessing the Headway website, Google's
17 intercepting and collecting of Plaintiff's and Class members' private and sensitive data from
18 Defendant's website, and Google's use of that data for commercial purposes. Plaintiff's rights
19 were violated in the State of California and those violations arose out of his contact with
20 Defendant from and within California.

21 22. Venue is proper in this Court because Code of Civil Procedure §§ 395 and 395.5
22 and case law interpreting those sections provide that if a foreign business entity fails to designate
23 with the office of the California Secretary of State a principal place of business in California, it is
24 subject to being sued in any county that a plaintiff desires. On information and belief, Defendant
25 Therapymatch, Inc. is a foreign business entity and had failed to designate a principal place of
26 business in California with the office of the Secretary of State as of the date this Complaint was
27 filed.

28

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1 source,” which is what brought the user to the site in the first place.⁵

2 27. All of this information, including personally identifying information, is sent
3 simultaneously, while in transit, to Google for processing. Once Google Analytics processes the
4 data, it aggregates and organizes the data based on particular criteria. The criteria can be
5 customized by applying filters.

6 28. After the data has been processed and stored in the Google database, Google uses
7 the data to generate reports to help analyze the data collected. This includes reports on acquisition
8 (e.g., information about where the traffic originated and the methods by which users arrived at a
9 site), engagement (what web pages and app screens a user visited), and demographics (a user’s
10 age, location, language, gender, and interests expressed when browsing online and engaging in
11 purchase activities).

12 29. In addition to using the data collected to provide its services, Google also uses the
13 information shared by sites like Headway’s to maintain and improve Google’s own services,
14 develop new services, measure the effectiveness of advertising, and personalize content and ads
15 that one sees on Google’s and its partners’ sites and applications.

16 **B. Headway’s Use of Google Analytics on its Website**

17 30. According to the National Alliance on Mental Health and the Centers for Disease
18 Control, one in five adults in the United States is affected by mental illness each year. Equivalent
19 to more than 50 million Americans, fifty-five percent (55%) of those affected adults receive no
20 treatment, with many reporting that they did not receive care because they could not afford it.

21 31. Headway claims that it addresses this cost issue by offering an online search
22 engine for individuals to find mental health professionals based on the individuals’ specific
23 concerns and preferences along with the patient-clients’ insurance information. Headway claims
24 to work with thousands of mental health professionals, including psychiatrists, psychologists,
25

26 ⁵ *How Google Analytics Works*, Google Analytics Help,
27 https://support.google.com/analytics/answer/12159447?hl=en&ref_topic=12156336,12153943,2986333.&sjid=478430351580570002-NA&visit_id=638186454308763581-3109655727&rd=1
28 (last visited June 23, 2023). The “traffic source” could be, e.g., a search engine, an advertisement that the visitor clicked, or an email-marketing campaign.

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1 therapists, counselors, social workers, and psychiatric nurse practitioners. Headway claims that
2 it helps lower the cost of care by building a diverse network of therapists, all of whom accept
3 insurance.

4 32. The Headway website allows searches of Headway’s clinician database based on
5 specified preferences. It also offers the convenience of online booking, with real-time availability
6 information. Headway allows a prospective patient-client to choose between in-person and
7 virtual appointments. Providers can be searched for and selected based on preferences regarding
8 language, race, ethnicity, gender, LGBTQA+ issues, geography, and more. As of late 2022, the
9 company’s in-network therapist pool had 20,000 providers with more than 300,000 appointments
10 scheduled through the Headway platform every month.

11 33. As users navigate the Headway website and platform, Google Analytics, in real-
12 time, surreptitiously is collecting their sensitive information, including patient-clients’ private
13 personal and medical information, without the users’ knowledge or consent. That information
14 includes but is not limited to (1) the patient’s specific concern giving rise to the need for therapy;
15 (2) the type of care the patient is requesting; (3) information concerning the patient’s gender and
16 ethnicity preferences regarding the therapist; (4) the address where the patient is seeking therapy
17 sessions; and (5) information regarding the booked therapy session, including the name of the
18 therapist.

19 34. For example, the Headway website, in real time, automatically captures and
20 transmits to Google the following search parameters entered by a hypothetical user, all without
21 that user’s knowledge and consent: the user searched for an “Asian” therapist who specializes in
22 “anxiety and eating disorders,” who provides “medication management,” and is a provider for
23 “children,” located near a specific address in “San Francisco, California.”

24 35. As another example, Headway’s website also captures and transmits to Google in
25 real-time the following search parameters entered by a second hypothetical user without that
26 user’s knowledge or consent: the user searched for a “transgender or non-binary” therapist who
27 specializes in “bipolar disorder, infertility, PTSD, and addiction,” provides “talk therapy,” and is
28 located in California.

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1 36. Once an individual chooses a mental health provider from the list of search results
2 and books an appointment with that mental health provider, details regarding the therapist, the
3 type of session (virtual or in-person) and the date of the appointment also are sent to Google.

4 37. Further, while Google Analytics offers website owners, like Headway, an opt-in
5 IP anonymization feature, *Headway does not enable this anonymization feature on its website.*
6 By using the Google Analytics tool without the anonymized IP feature enabled, Headway is
7 disclosing to and sharing with Google its users’ IP addresses. IP addresses are personally
8 identifiable information.

9 38. Headway also is disclosing private and personal information regarding its users’
10 specific mental health conditions and concerns, all without the users’ knowledge and certainly
11 without any choice or consent.

12 39. In its Privacy Policy linked at the bottom of its web page, Headway falsely asserts
13 that it will share personal information only “with insurance companies or clearinghouses for
14 claims purposes, with other health care providers for treatment or care coordination purposes, or
15 with business partners” to assist Headway in offering its services.⁶

16 40. But Headway does not disclose that sensitive and personally-identifying medical
17 information is being shared with Google to improve Google’s own analytics services, software,
18 algorithms and other technology. Upon information and belief, the information intercepted by
19 Google, while in transit, also was and is used by Google’s advertising offerings to create targeted
20 advertisements and customer profiles, all to enhance Google advertising features.

21 41. The Headway Privacy Policy also states that *it* (*i.e.*, Headway) will gather and
22 store certain information, which “may include internet protocol (IP) addresses, browser type,
23 internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or
24 clickstream data.”

25 42. Headway further discloses that *it* (*i.e.*, Headway) will monitor a user’s movement
26 around its website. But Headway goes far beyond simply “storing” or “monitoring” that tracking
27

28 ⁶. *Privacy Policy*, Headway, <https://headway.co/legal/privacy> (last visited June 23, 2023).

1 information: Headway simultaneously transmits and discloses personal and protected mental
 2 health information to Google. Nowhere on its website does Headway disclose that it is using
 3 Google Analytics. Nowhere does Headway identify Google, or any other third-party interceptor,
 4 as a recipient of users' private communications and confidential mental health information.

5 **C. Plaintiff And Class Members Did Not Consent To Headway's Disclosure Of**
 6 **Their Private Information And Confidential Communications; They Have A**
 7 **Reasonable Expectation Of Privacy In Their User Data.**

8 43. Headway does not ask its website visitors, including Plaintiff, whether they
 9 consent to having the contents of their private communications containing personal and sensitive
 10 mental-health information disclosed to and used by third parties like Google. Further, Google's
 11 analytics software is incorporated seamlessly – and, to users, invisibly – in the background. That
 12 seamless incorporation gave and gives Plaintiff and Class members no way of knowing that
 13 Google was and is intercepting their protected health information. The intercepted information
 14 included and includes their medical conditions and concerns, their search parameters, and their
 15 preferences regarding a mental health professional and treatment.

16 44. Although Headway's Privacy Policy mentions the use of cookies, that minimal
 17 mention does not put Headway website users on notice of Headway's use of invasive tracking
 18 technology like Google Analytics.

19 45. Unlike first-party cookies, Google Analytics (1) simultaneously communicates
 20 information to an external server as a user navigates a website; (2) tracks users across devices,
 21 meaning that a user's actions on multiple devices all will be included in the information stored
 22 regarding that user; (3) is not easily disabled by users; and/or (4) creates a record of all of the
 23 information that users provide to and/or receive from the website. Plaintiff and Class members
 24 could not consent to Google's conduct when they were unaware that their confidential
 25 communications would be intercepted, stored, and used by Google or any other undisclosed third
 26 party.

27 46. Plaintiff and Class members had and have a reasonable expectation of privacy in
 28 their confidential communications, including *and especially* information related to their medical
 concerns and conditions, their gender and ethnic preferences regarding providers, the type of

1 treatment they are seeking, and the dates and locations of their medical appointments. All of that
2 is private, sensitive mental health information.

3 47. Privacy studies, such as those by *Pew Research Center*, show that a majority of
4 Americans are concerned about how data is collected about them.⁷ Those privacy polls also
5 reflect that Americans consider one of the most important privacy rights to be the need for an
6 individual's affirmative consent before a company collects and shares data regarding that
7 customer or other individual.

8 48. Indeed, according to *Consumer Reports*, more than 90% of Americans believe that
9 more should be done to ensure that companies protect consumers' privacy. Further, 64% of
10 Americans believe that companies should be prohibited from sharing data with third parties, while
11 63% of Americans want a federal law requiring companies to get a consumer's permission before
12 sharing the consumers' information. To that end, 60% of Americans believe that companies
13 should be required to be more transparent about their privacy policies so that consumers can make
14 more informed choices.⁸

15 49. Users act in a manner that is consistent with those preferences. For example, when
16 users were asked during a rollout of new iPhone operating software for clear, affirmative consent
17 before allowing companies to track them, 94% of U.S. users chose *not* to share their data.

18 50. The privacy expectation is even greater when personal and sensitive medical
19 information is at stake. Patient healthcare data in the United States is protected by federal law
20 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. §
21 1320d-6, and its implementing regulations, which are promulgated by the Department of Health
22 and Human Services ("HHS").

23
24
25 ⁷ Brooke Auxier et al., *Americans and Privacy: Concerned, Confused and Feeling Lack of*
26 *Control Over Their Personal Information*, Pew Research Center (Nov. 15, 2019),
<https://www.pewresearch.org/internet/2019/11/15/americans-and-privacy-concerned-confused-and-feeling-lack-of-control-over-their-personal-information/>

27 ⁸ Benjamin Moskowitz et al., *Privacy Front & Center: Meeting the Commercial Opportunity to*
28 *Support Consumer Rights*, Consumer Reports in collaboration with Omidyar Network (Fall
2020), https://thedigitalstandard.org/downloads/CR_PrivacyFrontAndCenter_102020_vf.pdf

1 51. In December 2022, HHS issued a bulletin to “highlight the obligations” of health
2 care providers under the HIPAA Privacy Rule “when using online tracking technologies,” such
3 as those used by Headway, which “collect and analyze information about how internet users are
4 interacting with a regulated entity’s website or application.”⁹ HHS affirmed that health care
5 providers violate HIPAA when they use tracking technologies that disclose an individual’s
6 identifying information even if no treatment information is included *and even if the individual*
7 *does not have a relationship with the health care provider:*

8 How do the HIPAA Rules apply to regulated entities’ use of tracking technologies?

9 Regulated entities disclose a variety of information to tracking technology vendors
10 through tracking technologies placed on a regulated entity’s website or mobile app,
11 including individually identifiable health information (IIHI) that the individual
12 provides when they use regulated entities’ websites or mobile apps. This information
13 might include an individual’s medical record number, home or email address, or dates
14 of appointments, as well as an individual’s IP address or geographic location, medical
15 device IDs, or any unique identifying code. All such IIHI collected on a regulated
16 entity’s website or mobile app generally is PHI, even if the individual does not have
17 an existing relationship with the regulated entity and even if the IIHI, such as IP
18 address or geographic location, does not include specific treatment or billing
19 information like dates and types of health care services. This is because, when a
20 regulated entity collects the individual’s IIHI through its website or mobile app, the
21 information connects the individual to the regulated entity (i.e., it is indicative that the
22 individual has received or will receive health care services or benefits from the covered
23 entity), and thus relates to the individual’s past, present, or future health or health care
24 or payment for care.

25 52. The HHS bulletin further stated that HIPAA applies to health care providers’
26 webpages with tracking technologies even on webpages or sites that do not require users to log
27 in:

28 Tracking on unauthenticated webpages

 Regulated entities may also have unauthenticated webpages, which are webpages that
do not require users to log in before they are able to access the webpage, such as a
webpage with general information about the regulated entity like their location,
services they provide, or their policies and procedures. Tracking technologies on
regulated entities’ unauthenticated webpages generally do not have access to
individuals’ PHI; in this case, a regulated entity’s use of such tracking technologies is
not regulated by the HIPAA Rules. However, in some cases, tracking technologies on
unauthenticated webpages may have access to PHI, in which case the HIPAA Rules

⁹ *Use of Online Tracking Technologies by HIPAA Covered Entities and Business Associates*,
U.S. Department of Health and Human Services (Dec. 1, 2022), <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/hipaa-online-tracking/index.html>

1 apply to the regulated entities' use of tracking technologies and disclosures to the
2 tracking technology vendors. Examples of unauthenticated webpages where the
HIPAA Rules apply include:

3 • The login page of a regulated entity's patient portal (which may be the website's
4 homepage or a separate, dedicated login page), or a user registration webpage where
5 an individual creates a login for the patient portal, generally are unauthenticated
6 because the individual did not provide credentials to be able to navigate to those
7 webpages. However, if the individual enters credential information on that login
8 webpage or enters registration information (e.g., name, email address) on that
9 registration page, such information is PHI. Therefore, if tracking technologies on a
10 regulated entity's patient portal login page or registration page collect an individual's
11 login information or registration information, that information is PHI and is protected
12 by the HIPAA Rules.

13 • Tracking technologies on a regulated entity's unauthenticated webpage that
14 addresses specific symptoms or health conditions, such as pregnancy or miscarriage,
15 or that permits individuals to search for doctors or schedule appointments without
16 entering credentials may have access to PHI in certain circumstances. For example,
17 tracking technologies could collect an individual's email address and/or IP address
18 when the individual visits a regulated entity's webpage to search for available
19 appointments with a health care provider. In this example, the regulated entity is
disclosing PHI to the tracking technology vendor, and thus the HIPAA Rules apply.

20 53. Due to the highly personal and sensitive nature of the information that is input onto
21 and shared on the Headway website, Plaintiff and Class members who used the Headway online
22 platform reasonably believed and believe that their interactions and private communications with
23 Headway were and are confidential and would not be recorded, transmitted to third parties, or
24 monitored for later use. Headway's unauthorized disclosure of highly personal information and
25 Google's surreptitious interception, storage, and use of Plaintiff's and Class members' private
26 medical information violate Plaintiff's and Class members' privacy interests and rights.

27 **D. Plaintiff's And Class Member's Personal and Private Information,
28 Including Sensitive Medical Information, Has Economic Value, and Its
Unauthorized Disclosure and Interception Have Caused Economic Harm.**

54. It is well known that there is an economic market for a consumer's personal data,
with personal medical information being one of the most valuable categories of data.

55. In a 2014 article by the Federal Trade Commission, the agency detailed the value
of user data, particularly health information, and found that data brokers sell data in sensitive

1 categories for a premium.¹⁰ The FTC subsequently brought a lawsuit against one of the data
2 brokers for selling location data regarding people who visit abortion clinics for approximately
3 \$160 for a week's worth of data.

4 56. More recently, in 2021, a report from *Invisibly* noted that "because health care
5 records often feature a more complete collection of the patient's identity, background, and personal
6 identifying information (PII), health care records have proven to be of particular value to
7 criminals."¹¹ The article further explained that "while a single social security number might go
8 for \$0.53, a complete health care record sells for \$250 on average." Health care data breaches
9 increased by 55% in 2020.

10 57. Another recent study asked more than a thousand consumers from around the
11 world what price they would demand of third parties for access to their data. The study found
12 that passwords would fetch \$75.80; health information and medical records average \$59.80; and
13 Social Security numbers were valued at \$55.70.¹²

14 58. Due to the difficulty in obtaining health information, illegal markets also exist for
15 such personal and sensitive information. NPR reported that health data can be "more expensive
16 than stolen credit card numbers."¹³

17 59. Further, individuals can sell or monetize their own data if they choose to do so. A
18 host of companies and applications such as Nielsen Data, Killi, DataCoup, and AppOptix offer
19 consumers money in exchange for their personal data.

20 60. Plaintiff's and Class members' private and personal information, including their
21

22
23 ¹⁰ *Data Brokers, A Call For Transparency And Accountability*, Federal Trade Commission,
24 (May 2014), <https://www.ftc.gov/system/files/documents/reports/data-brokers-call-transparency-accountability-report-federal-trade-commission-may-2014/140527databrokerreport.pdf>

25 ¹¹ *How Much is Your Data Worth? The Complete Breakdown for 2021*, *Invisible*, (July 13,
2021), <https://www.invisibly.com/learn-blog/how-much-is-data-worth/>.

26 ¹² Jonathan Weicher, *Healthcare hacks—how much is your personal information worth?*, *Netlib*
27 *Security*, <https://netlibsecurity.com/articles/healthcare-hacks-how-much-is-your-personal-information-worth/> (last visited June 29, 2023).

28 ¹³ Aarti Shahani, *The Black Market For Stolen Health Care Data*, *NPR* (Feb. 13, 2015, 4:55
am), <https://www.npr.org/sections/alltechconsidered/2015/02/13/385901377/the-black-market-forstolen-health-care-data> (last visited June 29, 2023).

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1 protected medical information, have a recognized monetary value. Headway’s unauthorized
2 disclosure and Google’s interception of that sensitive medical information have deprived Plaintiff
3 and Class members of the economic value of their personal property without proper consideration.

4 **CLASS ACTION ALLEGATIONS**

5 61. Plaintiff brings this action under California Code of Civil Procedure § 382 on
6 behalf of himself and a class (the “Headway Website Class” or “the Class”) defined as follows:

7 All California residents who, while located within California at any time during the
8 applicable limitations period preceding the filing of the Complaint in this matter and through and
9 including the date of resolution, visited and used the Headway website and whose health
10 information and/or other personal data was intercepted by, or disclosed to, Google through
11 Google’s tracking technology embedded in the Headway website.

12 62. Excluded from the Headway Website Class are employees of Defendant and its
13 parents, subsidiaries, and corporate affiliates. Plaintiff reserves the right to amend or modify the
14 class definition and/or to add sub-classes or limitations to particular issues, where appropriate,
15 based upon subsequently discovered information.

16 63. This action may properly be maintained as a class action under section 382 of the
17 California Code of Civil Procedure because there is a well-defined community of interest in the
18 litigation, common questions of law and fact predominate over individual issues, and the proposed
19 Class is ascertainable.

20 **Numerosity**

21 64. The Headway Website Class that Plaintiff seeks to represent contains numerous
22 members and is clearly ascertainable including, without limitation, by using Defendant’s records
23 and/or Google’s records to determine the size of the Class and to determine the identities of
24 individual Class members.

25 65. Based on information and belief, the Headway Website Class consists of at least
26 75 individuals. The Class is so numerous that joinder of all members is impracticable.

27 **Typicality**

28 66. Plaintiff’s claims are typical of the claims of all of the other members of the

1 Headway Website Class, as Plaintiff now suffers and has suffered from the same violations of the
2 law as other putative Class members. Plaintiff's claims and the Class members' claims are based
3 on the same legal theories and arise from the same unlawful conduct, resulting in the same injury
4 to Plaintiff and all of the other Class members.

5 **Adequacy**

6 67. Plaintiff will fairly and adequately represent and protect the interests of the other
7 members of the Class. Plaintiff has retained competent counsel with substantial experience in
8 prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to
9 prosecuting this action vigorously on behalf of the Headway Website Class members and have
10 the financial resources to do so. Neither Plaintiff nor his counsel have any interests that are
11 adverse to those of the other Headway Website Class members.

12 **Commonality and Predominance**

13 68. By its unlawful actions, Defendant has violated Plaintiff's and the Class members'
14 privacy rights under the CMIA, the CCPA, the CIPA, and the California Constitution. The
15 questions raised are, therefore, of common or general interest to the Class members, who have a
16 well-defined community of interest in the questions of law and fact presented in this Complaint.

17 69. This action involves common questions of law and fact that predominate over any
18 questions affecting only individual Class members. Those common questions of law and fact
19 include, without limitation, the following:

- 20 (a) Whether Defendant has or had a policy or practice of disclosing and sharing
21 personal and private information collected on the Headway website, including
22 without limitation protected mental health information, with Google and/or other
23 third parties;
- 24 (b) Whether Defendant has or had a policy or practice of not disclosing to Headway
25 website users that it would share personal and private information, including
26 protected mental health information, with Google and/or other third parties;
- 27
28

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- 1 (c) Whether Defendant has or had a policy or practice of not obtaining Headway
- 2 website users' consent to share personal and private information, including
- 3 protected mental health information, with Google and/or other third parties;
- 4 (d) Whether Defendant has or had a policy or practice of allowing the simultaneous
- 5 transmission of Headway website users' private information and confidential
- 6 communications, without users' knowledge or consent, to Google and/or other third
- 7 parties;
- 8 (e) Whether Defendant, through the website tracking technology embedded on its
- 9 website, has or had a policy or practice of permitting or enabling third parties to
- 10 intercept, collect, record, and use confidential communications and information,
- 11 including protected mental health information, submitted and shared by or
- 12 otherwise obtained from Headway website users;
- 13 (f) Whether Defendant's acts and practices violate or violated California's
- 14 Confidentiality of Medical Information Act, Civil Code §§ 56, *et seq.*;
- 15 (g) Whether Defendant's acts and practices violate or violated the California Consumer
- 16 Privacy Act, Cal. Civil Code § 1798.100, *et seq.*;
- 17 (h) Whether Defendant's acts and practices violate or violated the California Invasion
- 18 of Privacy Act, Cal. Penal Code §§ 630, *et seq.*;
- 19 (i) Whether Defendant's acts and practices violate or violated the California
- 20 Constitution or individual rights arising under the California Constitution; and
- 21 (j) Whether Plaintiff and Class members are entitled to actual, statutory, and/or other
- 22 forms of damages and other monetary relief.

23 **Superiority**

24 70. A class action is superior to other available methods for the fair and efficient

25 adjudication of this controversy because individual litigation of the claims of all of the members

26 of the Class is impracticable and because questions of law and fact common to the Headway

27 Website Class predominate over any questions affecting only individual members of the Class.

28 Even if every individual member of the Class could afford individual litigation, the court system

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1 could not. It would be unduly burdensome to the courts if individual litigation of the numerous
2 cases were to be required. Individualized litigation also would present the potential for varying,
3 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
4 and to the court system resulting from multiple trials of the same factual issues. By contrast, the
5 conduct of this action as a class action with respect to some or all of the issues will present fewer
6 management difficulties, conserve the resources of the court system and the parties, and protect
7 the rights of each member of the Headway Website Class. Further, it will prevent the very real
8 harm that would be suffered by numerous members of the putative Class who simply will be
9 unable to enforce individual claims of this size on their own, and by Defendant’s competitors,
10 who will be placed at a competitive disadvantage as their punishment for obeying the law.
11 Plaintiff anticipates no difficulty in the management of this case as a class action.

12 71. The prosecution of separate actions by individual members of the Headway
13 Website Class would create a risk of adjudications with respect to them that would, as a practical
14 matter, be dispositive of the interests of other members of the Class who are not parties to those
15 adjudications or that would substantially impair or impede the ability of those non-party members
16 of the Class to protect their interests.

17 72. The prosecution of individual actions by members of the Headway Website Class
18 would run the risk of establishing inconsistent standards of conduct for Defendant.

19 **FIRST CAUSE OF ACTION**
20 **Violation of CMIA**
(California Civil Code §§ 56.06, 56.101, 56.10)

21 73. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
22 further alleges as follows.

23 74. The CMIA defines “medical information” to mean “any individually identifiable
24 information, in electronic or physical form,” that is related to a person’s “medical history, mental
25 health application information, mental or physical condition, or treatment.” Medical information
26 is “individually identifiable” if it includes or contains “any element of personal identifying
27 information sufficient to allow identification of the individual, such as the patient’s name, address,
28 electronic mail address, telephone number, or social security number, or other information that,

1 alone or in combination with other publicly available information, reveals the identity of the
2 individual.” Cal. Civ. Code § 56.05(i).

3 75. Section 56.05 also defines “mental health application information” to mean any
4 “information related to a consumer’s inferred or diagnosed mental health or substance use
5 disorder” that is collected by a mental health digital service. Cal. Civ. Code § 56.05(j).

6 76. A “mental health digital service” refers to a “mobile-based application or internet
7 website that collects mental health application information from a consumer, markets itself as
8 facilitating mental health services to a consumer, and uses the information to facilitate mental
9 health services to a consumer.” Cal. Civ. Code § 56.05(k). Headway’s website and online
10 platform, which offer (1) a search-engine tool to find a mental healthcare provider based on
11 specific concerns and preferences input by the user and (2) online booking for a provider of
12 choice, are a mental health digital service.

13 77. The information that is submitted and shared by Headway website users and
14 collected, maintained, and disclosed by Headway, including but not limited to Headway website
15 users’ personal contact information, mental health conditions and concerns, and mental health
16 provider and treatment preferences, is medical information because it is identifiable information
17 relating to a patient’s medical condition and plan of treatment.

18 78. The CMIA also defines and identifies categories of businesses that are deemed to
19 be providers of health care and subject to the same standards of confidentiality with respect to
20 medical information disclosure that are required of a provider of health care. For example,
21 California Civil Code § 56.06(b) states that any “business that offers software or hardware to
22 consumers, including a mobile application or other related device that is designed to maintain
23 medical information in order to make the information available to an individual or health care
24 provider..., or for the diagnosis, treatment, or management of a medical condition of the
25 individual, shall be deemed to be a provider of health care subject to the requirements of this
26 part.”

27 79. California Civil Code § 56.06(d) further provides that “any business that offers a
28 mental health digital service to a consumer for the purposes of allowing the individual to manage

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1 the individual's information, or for the diagnosis, treatment, or management of a medical
 2 condition of the individual, shall be deemed to be a provider of health care subject to the
 3 requirements of this part.”

4 80. As a provider of software and/or a mental health digital service that facilitates the
 5 diagnosis, treatment, and management of a medical condition, Headway is deemed to be a
 6 provider of health care and is subject to the standards of confidentiality with respect to medical
 7 information disclosure that are required by the CMIA.

8 81. As alleged in detail above, through the use of Google Analytics website tracking
 9 technology embedded on Headway's website, Headway knowingly shared Plaintiff's and Class
 10 members' medical information with and disclosed that information to third party Google (and
 11 possibly others) without Plaintiff's and Class members' knowledge or consent. In so doing,
 12 Headway violated Cal. Civ. Code § 56.06(e) by failing to maintain the confidentiality of users'
 13 private and personal medical information.

14 82. Headway also violated Cal. Civ. Code § 56.101(a) by failing to maintain, preserve,
 15 and store medical information in a manner that preserves the confidentiality of the information.
 16 Instead, Headway allowed third-party Google (and possibly others) to intercept and otherwise
 17 access Plaintiff's and Class members' private medical information, which Google used for its
 18 own purposes including improving and creating new marketing and analytics services for itself.

19 83. California Civil Code § 56.10(a) further provides that a provider of health care
 20 “shall not disclose medical information regarding a patient of the provider of health care or an
 21 enrollee or subscriber of a health care service plan without first obtaining an authorization.”
 22 Headway violated this section of the CMIA when it disclosed Plaintiff's and Class members'
 23 medical information to undisclosed third-party Google (and possibly others) without first
 24 obtaining Plaintiff's and the Class members' authorization to do so. Nowhere on its website does
 25 Headway identify Google as a recipient of users' highly personal and sensitive data, including
 26 protected mental health information, nor does Headway ask for user consent to share or disclose
 27 information to Google.

28 84. Defendant's conduct, as described above, violated California Civil Code §§ 56.06,

1 56.101, and 56.10. Under Civil Code §§ 56.36(b) and (c), Defendant is liable to Plaintiff and the
2 Headway Website Class members for statutory damages of \$1,000 per violation, even in the
3 absence of proof of actual damages, the amount deemed proper by the California Legislature.

4 **SECOND CAUSE OF ACTION**
5 **Aiding and Abetting Violation of the CMIA**
6 **(California Civil Code §§ 56.36)**

7 85. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
8 further alleges as follows.

9 86. California Civil Code § 56.36(B)(3)(A) prohibits any person or entity other than a
10 licensed healthcare professional from knowingly or willfully obtaining medical information for
11 financial gain.

12 87. California Civil Code § 56.36(B)(5) also prohibits any person or entity who is not
13 permitted to receive medical information under the CMIA from knowingly and willfully
14 obtaining, disclosing, or using medical information without written authorization.

15 88. Google is an entity that is not a licensed health care professional and is not
16 permitted to receive medical information under the CMIA. Through its website tracking
17 technology embedded in the Headway website, Google knowingly and willfully received and
18 obtained medical information submitted by Headway website users without their authorization or
19 written consent and, upon information and belief, for Google’s own financial gain in violation of
20 California Civil Code § 56.36(B)(3)(A) and (B)(5).

21 89. By allowing Google (and possibly others) to intercept and obtain Plaintiff’s and
22 Headway Website Class Members’ personal data and private communications, including
23 protected medical information, Headway acted intentionally, or, alternatively, with knowledge
24 that Google’s misappropriation of Plaintiff’s and Class members’ medical information was and
25 would be a violation of the CMIA.

26 90. Headway provided substantial assistance and encouragement to Google, including
27 but not limited to embedding Google Analytics code on its website and allowing Google to have
28 direct access to Headway website users’ private medical information. By so doing, Headway
provided the means to accomplish Google’s unauthorized receipt, retention and use of Plaintiff’s

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1 and Headway Website Class members’ private medical information.

2 91. Headway’s agreement with Google to use Google Analytics website tracking
3 technology and Headway’s unauthorized disclosure to Google of protected medical information
4 collected by the Headway website are substantial factors in causing Google’s CMIA violations
5 that are alleged in this Complaint.

6 92. Defendant’s conduct as described above violated California Civil Code § 56.36.
7 As a result, Headway aided and abetted Google’s CMIA violations and therefore is liable for the
8 relief sought by Plaintiff and the Headway Website Class.

9 **THIRD CAUSE OF ACTION**

10 **Violation of CCPA**

11 **(California Civil Code § 1798.100(e) and 1798.81.5(b))**

12 93. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
13 further alleges as follows.

14 94. In 2018, California consumers voted into law the California Consumer Privacy
15 Act of 2018 (“CCPA”). The CCPA gives California consumers the right to learn what
16 information a business has collected about them, to delete their personal information, to stop
17 businesses from selling their personal information, including using it to target them with ads that
18 follow them as they browse from one website to another, and to hold businesses accountable if
19 they do not take reasonable steps to safeguard protected information.

20 95. In further protecting consumers’ rights, including the constitutional right to
21 privacy, the CCPA states that one purpose and intent of the act is to allow consumers “to control
22 the use of their personal information, including limiting the use of their sensitive personal
23 information, the unauthorized use or disclosure of which creates a heightened risk of harm to the
24 consumer,” and to provide consumers with “meaningful options” over how information is
25 collected, used, and disclosed.

26 96. To that end, businesses are required to inform consumers specifically and clearly
27 about how those businesses collect and use personal information and how consumers can exercise
28 their rights and choices. The CCPA further provides that businesses should collect consumers’
personal information only for specific, explicit, and legitimate disclosed purposes and should not

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1 further collect, use, or disclose consumers' personal information for reasons incompatible with
2 those purposes.

3 97. These guiding principles are codified in California Civil Code §§ 1798.100, *et seq.*
4 Subsection (a)(1) of § 1798.100 provides that "a business shall not collect additional categories
5 of personal information or use personal information collected for additional purposes that are
6 incompatible with the disclosed purpose for which the personal information was collected without
7 providing the consumer with notice." Subsection (a)(2) requires the same for sensitive personal
8 information.

9 98. California Civil Code § 1798.100(c) further provides that "a business' collection,
10 use, retention, and sharing of a consumer's personal information shall be reasonably necessary
11 and proportionate to achieve the purpose for which the personal information was collected or
12 processed, or for another disclosed purpose that is compatible with the context in which the
13 information was collected, and not further processed in a manner that is incompatible with those
14 principles."

15 99. To achieve the CCPA's objectives and safeguard consumers' information,
16 subsection (e) of § 1798.100 requires a business that collects consumer personal information to
17 "implement reasonable security procedures and practices appropriate to the nature of the personal
18 information to protect the personal information from unauthorized or illegal access, destruction,
19 use, modification, or disclosure in accordance with Section 1798.81.5."

20 100. Similarly, California Civil Code § 1798.81.5(b) provides that a "business that
21 owns, licenses, or maintains personal information about a California resident shall implement and
22 maintain reasonable security procedures and practices appropriate to the nature of the
23 information, to protect the personal information from unauthorized access, destruction, use,
24 modification, or disclosure."

25 101. The CCPA defines "personal information" as an individual's "first name or first
26 initial and the individual's last name in combination with any one or more of the following data
27 elements, when either the name or the data elements are not encrypted or redacted": (i) social
28 security number; (ii) unique identification numbers used to verify an individual's identity; such

1 as driver's license or passport number; (iii) account number or credit or debit card number along
2 with access information; (iv) medical information; (v) health insurance information; (vi) unique
3 biometric data; and (vii) genetic data. California Civil Code § 1798.81.5(d)(1)(A).

4 102. Subsection (d)(2) of § 1798.81.5 further defines "medical information" as "any
5 individually identifiable information, in electronic or physical form, regarding the individual's
6 medical history or medical treatment or diagnosis by a health care professional."

7 103. The section also defines "health insurance information," like that provided by
8 Plaintiff, as "an individual's insurance policy number or subscriber identification number, any
9 unique identifier used by a health insurer to identify the individual, or any information in an
10 individual's application and claims history, including any appeals records." California Civil Code
11 § 1798.81.5(d)(3).

12 104. As alleged in detail above, Headway's Privacy Policy does not identify Google as
13 a recipient of users' personal and sensitive medical information, nor does Headway acknowledge
14 its use of Google Analytics or other website tracking tools. Headway also fails to disclose to its
15 website users that it redirects, shares, and discloses website users' protected mental health
16 information and IP address with Google.

17 105. Indeed, Headway's only disclosure of information sharing states that it will share
18 collected information *only* "with insurance companies or clearinghouses for claims purposes, with
19 other health care providers for treatment or care coordination purposes, or with business partners"
20 to assist Headway in offering its services. Nowhere does the Headway website or Privacy Policy
21 state that Headway will disclose private medical information and confidential communications to
22 Google and for the additional purposes of improving Google algorithms and data points and
23 creating new advertising and analytics technologies, services, and business opportunities. This
24 goes well beyond the disclosed purposes of facilitating mental health services and is a clear breach
25 of Headway's duties required under Civil Code § 1798.100.

26 106. Further, Headway's disclosure to and unauthorized access by Google of Plaintiff's
27 and Class members' personal information, including medical information and health insurance
28 information, are violations of Headway's duty to implement and maintain reasonable security

1 procedures and practices to safeguard such sensitive information and constitute violations of
2 sections 1798.100(e) and 1798.81.5(b) of the CCPA.

3 107. By no later than July 14, 2023, Plaintiff's counsel will have sent a notice letter to
4 Defendant's registered service agent via FedEx Priority. Assuming Defendant does not cure the
5 alleged breach, Plaintiff will promptly amend this complaint, on behalf of himself and the
6 Headway Website Class, to seek up to \$750 in statutory damages per consumer per incident as
7 provided for by § 1798.150(a)(1)(A).

8 **FOURTH CAUSE OF ACTION**
9 **Aiding and Abetting Unlawful Interception**
10 **(Violation of California Penal Code § 631)**

11 109. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
12 further alleges as follows.

13 110. The California Legislature enacted the California Invasion of Privacy Act, Cal.
14 Penal Code §§ 630, *et seq.* ("CIPA"), to address "advances in science and technology [that] have
15 led to the development of new devices and techniques for the purpose of eavesdropping upon
16 private communications and that the invasion of privacy resulting from the continual and
17 increasing use of such devices and techniques has created a serious threat to the free exercise of
18 personal liberties and cannot be tolerated in a free and civilized society." *Id.* § 630. CIPA is
19 intended "to protect the right of privacy of the people of this state." *Id.*

20 111. To establish liability under section 631(a), Plaintiff need only establish that
21 Defendant, "by means of any machine, instrument, or contrivance, or in any other manner," did
22 or does any of the following:

23 [i] [I]ntentionally taps, or makes any unauthorized connection, whether physically,
24 electrically, acoustically, inductively or otherwise, with any telegraph or telephone
25 wire, line, cable, or instrument, including the wire, line, cable, or instrument of any
26 internal telephonic communication system,

27 Or

28 [ii] [W]illfully and without the consent of all parties to the communication, or in any
unauthorized manner, reads or attempts to read or learn the contents or meaning of any
message, report, or communication while the same is in transit or passing over any
wire, line or cable or is being sent from or received at any place within this state,

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Or

[iii] [U]ses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained,

Or

[iv] [A]ids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this section.

112. Under § 631, a defendant must show that it had all parties’ consent.

113. Headway and Google are each a “person” for the purposes of CIPA.

114. Headway systematically and routinely does business in California with California residents and California mental health providers. Google maintains its principal place of business in California, where it designed, contrived, agreed to, conspired to achieve, effectuated, and/or received the interception and use of the contents of Plaintiff’s and Headway Website Class members’ private and sensitive communications containing protected mental health information. Additionally, Google intercepted Plaintiff’s and Class members’ data and confidential communications in California, where Plaintiff, Class members and Google all are located.

115. Google Analytics website tracking technology, Plaintiff’s and Class members’ web browsers, and Plaintiff’s and Class members’ computing and mobile devices are a “machine, instrument, or contrivance...or other manner.”

116. At all relevant times, Headway used Google Analytics website tracking technology embedded on its website and allowed Google to tap intentionally and/or make unauthorized connections with the lines of internet communications between Headway, on the one hand, and Plaintiff and Class Members, on the other, all without Headway website users’ knowledge or consent.

117. By using Google Analytics and allowing Google, without Plaintiff’s and Headway Website Class members’ consent, to intercept and access the Headway website users’ private information and confidential communications, Headway permitted Google contemporaneously to read or attempt to read, and/or to learn the contents or meaning of, Plaintiff’s and Class members’ sensitive communications with Headway while the communications were in transit or passing

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1 over any wire, line or cable, or were being received at any place within California.

2 118. Google used, or attempted to use, the private communications and information it
3 received through Google Analytics, including to improve Google’s own advertising and analytics
4 services and to create new technologies and offerings.

5 119. The interception of Plaintiff’s and Headway Website Class members’ personal and
6 private communications was not authorized or consented to by Plaintiff or Class members.
7 Accordingly, the interception by Google was unlawful and Headway aided and abetted Google’s
8 unlawful conduct.

9 120. Defendant’s conduct as described above violated California Penal Code § 631(a).
10 Under Penal Code § 637.2, Plaintiff and Headway Website Class members therefore are entitled
11 to \$5,000 in statutory damages per violation, even in the absence of proof of actual damages, the
12 amount deemed proper by the California Legislature.

13 **FIFTH CAUSE OF ACTION**
14 **Unlawful Recording of and Eavesdropping Upon Confidential Communications**
(Violation of California Penal Code § 632)

15 121. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
16 further alleges as follows.

17 122. California Penal Code § 632 prohibits using “an electronic amplifying or recording
18 device to eavesdrop upon or record [a] confidential communication”... “intentionally and without
19 the consent of all parties to a confidential communication.”

20 123. Google’s tracking technology embedded into the Headway website is an electronic
21 amplifying or recording device for purposes of § 632. The Google Analytics code records a user’s
22 interaction in real-time as the user navigates the page, including recording any information that
23 the user may input and the links that the user clicked. The measurement code also collects and
24 records information from the browser, such as the language setting, the type of browser and the
25 device and operating system on which the browser is running.

26 124. Section 632 defines a “confidential communication” to include “any
27 communication carried on in circumstances as may reasonably indicate that any party to the
28 communication desires it to be confined to the parties thereto.”

1 125. Plaintiff and Headway Website Class members' personal and private
2 communications with Headway, including their submission of sensitive medical information such
3 as their mental health conditions and concerns, provider and treatment preferences, and dates and
4 locations of medical appointments, were confidential communications for purposes of § 632.

5 126. Because Defendant did not disclose to Plaintiff or to the Headway Website Class
6 members that their private communications containing protected medical information were being
7 recorded and/or eavesdropped upon by Google, Defendant did not obtain, and could not have
8 obtained, Plaintiff's or the Class members' express or implied advance consent to Google's
9 recording or monitoring of those communications. As a result, Plaintiff and the Headway Website
10 Class members had an objectively reasonable expectation that their confidential communications
11 were not being recorded and/or eavesdropped upon by Google. That expectation and its objective
12 reasonableness arise, in part, from the objective offensiveness of surreptitiously recording and/or
13 eavesdropping upon people's private communications and the ease with which a disclosure could
14 have been put in place.

15 127. Plaintiff and Headway Website Class members expected that their personal and
16 private communications with Headway would not be intercepted and secretly recorded and/or
17 eavesdropped upon.

18 128. By contemporaneously redirecting and transmitting Plaintiff's and Class
19 members' confidential communications through Google Analytics website tracking technology,
20 Headway permitted Google to eavesdrop upon and/or record Headway website users' confidential
21 communications through an electronic amplifying or recording device. By so doing, Headway
22 violated § 632.

23 129. At no time did Plaintiff or Class members consent to Headway's and Google's
24 unlawful conduct. Nor could Plaintiff or Class members reasonably expect that their confidential
25 communications with Headway would be overheard or recorded by Google, especially in the
26 absence of any disclosure in Headway's Privacy Policy.

27 130. Upon information and belief, Google utilized Plaintiff's and Class members'
28 sensitive personal information, including their protected mental health information, for Google's

1 own purposes, including improving Google’s advertising and analytics services offerings and
2 revenue.

3 131. Defendant’s conduct as described above violated California Penal Code § 632.
4 Under Penal Code § 637.2, Plaintiff and the Headway Website Class members therefore are
5 entitled to \$5,000 in statutory damages per violation, even in the absence of proof of actual
6 damages, the amount deemed proper by the California Legislature.

7 **SIXTH CAUSE OF ACTION**

8 **Invasion of Privacy**

9 **(Violation of Art. 1, § 1, California Constitution)**

10 132. Plaintiff incorporates each allegation set forth above as if fully set forth herein and
11 further alleges as follows.

12 133. “Privacy” is listed in Article I, Section 1, of the California Constitution as a
13 fundamental right of all Californians. That section of the Constitution provides: “All people are
14 by nature free and independent and have inalienable rights. Among those are enjoying and
15 defending life, liberty, acquiring, possessing, and protecting property, and pursuing and obtaining
16 safety, happiness, and privacy.”

17 134. The right to privacy in California’s Constitution creates a right of action against
18 private entities such as Headway. To state a claim for invasion of privacy under the California
19 Constitution, a plaintiff must establish: (1) a legally protected privacy interest; (2) a reasonable
20 expectation of privacy; and (3) an intrusion so serious in nature, scope, and actual or potential
21 impact as to constitute an egregious breach of the social norms.

22 135. Plaintiff and Class members have a legally protected privacy interest in their
23 private and confidential communications with Headway, including information submitted and
24 shared through their use of the Headway website. This information, including but not limited to
25 Plaintiff’s and Class members’ identities, other personal identifying information, patient status,
26 health conditions and concerns, and medical treatment and appointments, are inherently personal
27 and sensitive in nature, and are protected by the right to privacy and confidentiality under the
28 CMIA, HIPAA, CCPA, and CIPA.

136. Plaintiff and Class members had a reasonable expectation of privacy under the

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1 circumstances, including that: (i) the private communications disclosed by Headway and
2 intercepted by Google include personal and sensitive information related to Plaintiff's and Class
3 members' identities and mental health conditions and treatment; and (ii) Plaintiff and Class
4 members did not consent to Headway disclosing or otherwise authorize Headway to disclose their
5 private and confidential health information to Google or other third party interceptors, nor did
6 they authorize Google to intercept, store, or use that private information for Google's own benefit
7 and monetary gain.

8 137. Headway's conduct constituted a serious invasion of privacy that would be highly
9 offensive to a reasonable person in that: (i) the information disclosed by Headway and intercepted
10 and collected by Google was highly sensitive and personal information protected by the
11 California Constitution and numerous California statutes including the CMIA and the CCPA; (ii)
12 Headway did not have authorization or consent to disclose that personal identifying and protected
13 mental health information to any third party interceptor, including Google, and Google did not
14 have authorization to collect that highly sensitive information; and (iii) the invasion deprived
15 Plaintiff and Class members of the ability to control the dissemination and circulation of that
16 information, which is considered a fundamental right to privacy. Defendant's conduct constitutes
17 a severe and egregious breach of social norms.

18 138. As a direct and proximate result of Defendant's actions, Plaintiff and Class
19 members have had their privacy invaded and have sustained damages and will continue to suffer
20 damages.

21 139. Plaintiff and Class members seek appropriate relief for that injury, including but
22 not limited to damages that will compensate Plaintiff and Class members reasonably for the harm
23 to their privacy interests as well as a disgorgement of profits earned as a result of the intrusions
24 upon Plaintiff's and Class members' privacy.

25 140. Plaintiff also seeks such other relief as the Court may deem just and proper.
26
27
28

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the members of the Class, prays for the following relief:

- a. An order certifying the Headway Website Class, appointing Plaintiff M.G. as the representative of the Headway Website Class, and appointing counsel for Plaintiff as counsel for the Headway Website Class;
- b. An order declaring that Defendant’s actions, as described above, violate California Civil Code §§ 56, *et seq.*;
- c. An order declaring that Defendant’s actions, as described above, violate California Civil Code §§ 1798.100, *et seq.*;
- d. An order declaring that Defendant’s actions, as described above, violate California Penal Code § 631;
- e. An order declaring that Defendant’s actions, as described above, violate California Penal Code § 632;
- f. An order declaring that Defendant’s actions, as described above, violate Art. 1, § 1 of the California Constitution;
- g. A judgment for and award of statutory damages of \$1,000 per violation under California Civil Code §§ 56.36(b) and (c) to Plaintiff and the members of the Headway Website Class;
- h. A judgment for and award of statutory damages of \$750 per violation under California Civil Code § 1798.150(a)(1)(A) to Plaintiff and the members of the Headway Website Class;
- i. A judgment for and award of statutory damages of \$5,000 per violation under California Penal Code § 637.2 to Plaintiff and the members of the Headway Website Class;
- j. A judgment for and award of compensatory damages to Plaintiff and the members of the Headway Website Class;
- k. Payment of costs of the suit;

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda

07/06/2023

Chad Finke, Executive Officer / Clerk of the Court

By: D. Oliver Deputy

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

M.G., individually and on behalf of a class of similarly situated individuals,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Rene C. Davidson Courthouse

Alameda County Superior Court
1225 Fallon Street, Oakland, California 94612

CASE NUMBER:
(Número del Caso): 23CV037579

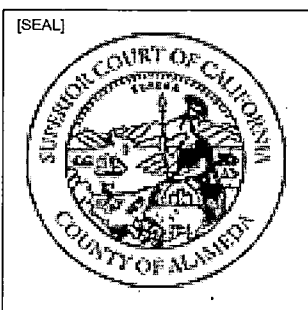
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Eric A. Grover, Esq. KELLER GROVER LLP, 1965 Market Street, San Francisco, CA 94103 (415) 543-1305

DATE: 07/06/2023 Clerk, by D. Oliver, Deputy
(Fecha) Chad Finke, Executive Officer / Clerk of the Court (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): THERAPYMATCH, INC. d/b/a HEADWAY
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date): 7/10/2023



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eric A. Grover, Esq. (SBN 136080), Rachael G. Jung, Esq. (SBN 239323) Keller Grover LLP, 1965 Market Street, San Francisco, California 94103 TELEPHONE NO.: (415) 543-1305 FAX NO. (Optional): (415) 543-7861 E-MAIL ADDRESS: eagrover@kellergrover.com, rjung@kellergrover.com ATTORNEY FOR (Name): M.G.	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Alameda 07/11/2023 <small>Clerk of the Court, Executive Officer / Clerk of the Court</small> By: <u>A. Linhares</u> Deputy			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland, California 94612 BRANCH NAME: Rene C. Davidson Courthouse	CASE NAME: M.G. v. Therapymatch, Inc., d/b/a Headway			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width:33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width:33%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 23CV037579 JUDGE: DEPT.:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 6
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 6, 2023
 Eric A. Grover, Esq. _____



 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease	Construction Defect (10)
	Contract <i>(not unlawful detainer or wrongful eviction)</i>	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>	Securities Litigation (28)
	Negligent Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Confession of Judgment <i>(non-domestic relations)</i>
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Other Coverage	Administrative Agency Award <i>(not unpaid taxes)</i>
Other Professional Health Care Malpractice	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PI/PD/WD (23)	Contractual Fraud	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Miscellaneous Civil Complaint
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	RICO (27)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Other Complaint <i>(not specified above)</i> (42)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Declaratory Relief Only
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only <i>(non-harassment)</i>
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Other Civil Complaint <i>(non-tort/non-complex)</i>
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Miscellaneous Civil Petition
Fraud (16)	Unlawful Detainer	Partnership and Corporate Governance (21)
Intellectual Property (19)	Commercial (31)	Other Petition <i>(not specified above)</i> (43)
Professional Negligence (25)	Residential (32)	Civil Harassment
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Workplace Violence
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Election Contest
Employment	Petition Re: Arbitration Award (11)	Petition for Name Change
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Relief From Late Claim
Other Employment (15)	Writ—Administrative Mandamus	Other Civil Petition
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: M.G. v. TherapyMatch, Inc. d/b/a Headway	Case Number: 23CV037579
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CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

		[] Hayward Hall of Justice (447)
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		[] Pleasanton, Gale-Schenone Hall of Justice (448)
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI /PD / WD Tort	Asbestos (04)	[] 75 Asbestos (D)
	Product liability (24)	[] 89 Product liability (<u>not</u> asbestos or toxic tort/environmental) (G)
	Medical malpractice (45)	[] 97 Medical malpractice (G)
	Other PI/PD/WD tort (23)	[] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07)	[] 79 Bus tort / unfair bus. practice (G)
	Civil rights (08)	[] 80 Civil rights (G)
	Defamation (13)	[] 84 Defamation (G)
	Fraud (16)	[] 24 Fraud (G)
	Intellectual property (19)	[] 87 Intellectual property (G)
	Professional negligence (25)	[] 59 Professional negligence - non-medical (G)
	Other non-PI/PD/WD tort (35)	<input checked="" type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36)	[] 38 Wrongful termination (G)
	Other employment (15)	[] 85 Other employment (G)
		[] 53 Labor comm award confirmation
		[] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06)	[] 04 Breach contract / Wrnty (G)
	Collections (09)	[] 81 Collections (G)
	Insurance coverage (18)	[] 86 Ins. coverage - non-complex (G)
	Other contract (37)	[] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14)	[] 18 Eminent domain / Inv Cdm (G)
	Wrongful eviction (33)	[] 17 Wrongful eviction (G)
	Other real property (26)	[] 36 Other real property (G)
Unlawful Detainer	Commercial (31)	[] 94 Unlawful Detainer - commercial
	Residential (32)	[] 47 Unlawful Detainer - residential
	Drugs (38)	[] 21 Unlawful detainer - drugs
		Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05)	[] 41 Asset forfeiture
	Petition re: arbitration award (11)	[] 62 Pet. re: arbitration award
	Writ of Mandate (02)	[] 49 Writ of mandate
	Other judicial review (39)	[] 64 Other judicial review
		Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No
Provisionally Complex	Antitrust / Trade regulation (03)	[] 77 Antitrust / Trade regulation
	Construction defect (10)	[] 82 Construction defect
	Claims involving mass tort (40)	[] 78 Claims involving mass tort
	Securities litigation (28)	[] 91 Securities litigation
	Toxic tort / Environmental (30)	[] 93 Toxic tort / Environmental
	Ins covrg from cmplx case type (41)	[] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment
		[] 08 Confession of judgment
Misc Complaint	RICO (27)	[] 90 RICO (G)
	Partnership / Corp. governance (21)	[] 88 Partnership / Corp. governance (G)
	Other complaint (42)	[] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[] 06 Change of name
		[] 69 Other petition

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/06/2023 Clad File, Executive Officer/Clerk of the Court By: <i>[Signature]</i> Deputy D. Oliver
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612	
PLAINTIFF: M. G.	
DEFENDANT: THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 11	
NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: 23CV037579

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/03/2023	Time: 8:30 AM	Dept.: 21
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

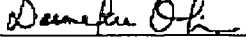
Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/06/2023
PLAINTIFF/PETITIONER: M. G.	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive,	D. Oliver
CERTIFICATE OF MAILING	CASE NUMBER: 23CV037579

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Eric Grover
Keller Grover LLP
1965 Market Street
San Francisco, CA 94103

Chad Finke, Executive Officer / Clerk of the Court

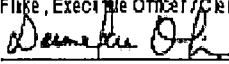
Dated: 07/06/2023

By:



D. Oliver, Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/06/2023
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612	Clad Flike, Executive Officer/Clerk of the Court By:  Deputy D. Oliver
PLAINTIFF: M. G.	
DEFENDANT: THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 11	CASE NUMBER: 23CV037579
NOTICE OF COMPLEX DETERMINATION HEARING	

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all parties omitted from this notice or brought into the action after this notice was mailed.

Your Complex Determination Hearing has been scheduled on:

Date: 08/08/2023	Time: 3:30 PM	Dept.: 21
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Determination Hearing.

The judge may place a tentative ruling in your case's on-line register of actions before the hearing. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative rulings at <https://eportal.alameda.courts.ca.gov>.



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

What Are The Advantages Of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is The Disadvantage Of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
 - **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
 - **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs In Alameda County

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedscrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – **S**ervices that **E**ncourage **E**ffective **D**ialogue and **S**olution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: www.cceb.org

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS	CASE NUMBER: _____

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: _____ An **Initial Case Management Conference** is scheduled for:

Date: _____ Time: _____ Department: _____

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (*check one*):

- | | |
|--|---|
| <input type="checkbox"/> Court mediation | <input type="checkbox"/> Judicial arbitration |
| <input type="checkbox"/> Private mediation | <input type="checkbox"/> Private arbitration |

3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF PLAINTIFF)
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Date:

_____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR PLAINTIFF)
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- l. Payment of attorneys' fees under California Code of Civil Procedure § 1021.5;
- m. An award of pre- and post-judgment interest to the extent allowed by law; and
- n. Such other or and further relief as the Court may deem proper.

Respectfully submitted,

Dated: July 6, 2023

KELLER GROVER LLP

By: 

 ERIC A. GROVER
Attorneys for Plaintiff

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

Respectfully submitted,

Dated: July 6, 2023

KELLER GROVER LLP

By: 

 ERIC A. GROVER
Attorneys for Plaintiff

KELLER GROVER LLP
 1965 Market Street, San Francisco, CA 94103
 Tel. 415.543.1305 | Fax 415.543.7861

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 21

JUDICIAL OFFICER: HONORABLE EVELIO GRILLO

Courtroom Clerk: Nicole Hall

CSR: None

23CV037579

August 8, 2023

3:30 PM

G.

vs

**THERAPYMATCH, INC. D/B/A HEADWAY; AND DOES 1
THROUGH 100, INCLUSIVE,**

MINUTES

APPEARANCES:

NATURE OF PROCEEDINGS: Complex Determination Hearing

COMPLEX DETERMINATION

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to a judge and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <https://eportal.alameda.courts.ca.gov/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

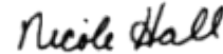
County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Alameda Superior Court, within 10 days of service of this order.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.



By:

N. Hall, Deputy Clerk

Minutes of: 08/08/2023

Entered on: 08/08/2023

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

<p>M. G. Plaintiff/Petitioner(s) VS. THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive, Defendant/Respondent(s)</p>	<p>No. 23CV037579 Date: 08/08/2023 Time: 3:30 PM Dept: 21 Judge: Evelio Grillo ORDER re: Complex Determination Hearing</p>
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COMPLEX DETERMINATION

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to a judge and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <https://eportal.alameda.courts.ca.gov/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Alameda Superior Court, within 10 days of service of this order.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated: 08/08/2023



Evelio Grillo / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/09/2023
PLAINTIFF/PETITIONER: M. G.	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
DEFENDANT/RESPONDENT: THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive,	
CERTIFICATE OF MAILING	CASE NUMBER: 23CV037579

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Eric Grover
Keller Grover LLP
1965 Market Street
San Francisco, CA 94103

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/09/2023

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE of the Court's August 8, 2023 Order Re: Complex Determination Hearing, a copy of which is attached hereto as **Exhibit 1**.

Dated: August 10, 2023

KELLER GROVER LLP

By: 
ERIC A. GROVER
Attorneys for Plaintiff

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

<p>M. G. Plaintiff/Petitioner(s) VS. THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive, Defendant/Respondent(s)</p>	<p>No. 23CV037579</p> <p>Date: 08/08/2023 Time: 3:30 PM Dept: 21 Judge: Evelio Grillo</p> <p>ORDER re: Complex Determination Hearing</p>
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COMPLEX DETERMINATION

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to a judge and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <https://eportal.alameda.courts.ca.gov/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Alameda Superior Court, within 10 days of service of this order.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated: 08/08/2023



Evelio Grillo / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/09/2023
PLAINTIFF/PETITIONER: M. G.	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Nicole Hall</i></u> Deputy N. Hall
DEFENDANT/RESPONDENT: THERAPYMATCH, INC. d/b/a HEADWAY; and DOES 1 through 100, inclusive,	
CERTIFICATE OF MAILING	CASE NUMBER: 23CV037579

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Eric Grover
Keller Grover LLP
1965 Market Street
San Francisco, CA 94103

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/09/2023

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **August 10, 2023**, in the case of *M.G. v. Therapymatch, Inc. d/b/a Headway, et al.*, Alameda Superior Court Case Number 23CV037579, I served the foregoing document(s):

NOTICE OF ENTRY OF ORDER RE COMPLEX DETERMINATION HEARING

on the interested party(ies) below, using the following means:

Corporation Service Company
Registered Agent for Service of Process
Therapymatch, Inc. d/b/a Headway
251 Little Falls Drive
Wilmington, DE 19808

Teresa C. Chow
BAKER & HOLLISTER LLP
11601 Wilshire Boulevard
Suite 1400
Los Angeles, California 90025
Telephone: (310) 820-8800
Facsimile: (310) 820-8859

<input checked="" type="checkbox"/>	(BY UNITED STATES MAIL) I sealed the envelope(s), with postage thereon fully prepaid, and on the date below, following ordinary business practices, I placed it for collection and mailing in the United States Postal Service, in San Francisco, California.
<input checked="" type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

M.G.
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
SEE ATTACHMENT

DEFENDANTS

THERAPYMATCH, INC. d/b/a HEADWAY
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
SEE ATTACHMENT

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

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
4 Diversity

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

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
LABOR
IMMIGRATION

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

Table with columns: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

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

28 U.S.C. §§ 1332(d), 1441, 1446, and 1453
Brief description of cause:
Class Action Fairness Act of 2005

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

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

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

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

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

DATE August 25, 2023

SIGNATURE OF ATTORNEY OF RECORD /s/ Teresa C. Chow

M.G. vs. Therapymatch, Inc. d/b/a Headway

Attachment to Civil Cover Sheet

Attorneys for Plaintiff

KELLER GROVER LLP

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eagrover@kellergrover.com
Rachael G. Jung (SBN 239323)
rjung@kellergrover.com
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A PROFESSIONAL CORPORATION**

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DON BIVENS, PLLC

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Attorneys for Defendant

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CERTIFICATE OF SERVICE

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On August 25, 2023, I served a copy of the within document(s):

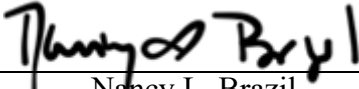
CIVIL COVER SHEET

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by transmitting via electronic mail the document(s) listed above to the e-mail address(es) set forth below on this date and the transmission was reported as complete and without error.

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on August 25, 2023, at Torrance, California.



 Nancy L. Brazil

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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SERVICE LIST

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Rachael G. Jung
KELLER GROVER LLP
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Telephone: 415.543.1305
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Emails: eagrover@kellergrover.com
rjung@kellergrover.com

Attorneys for Plaintiff
M.G., individually and on behalf of all
others similarly situated

Scot Bernstein
LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION
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Facsimile: 916.933.5533
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BAKER & HOSTETLER LLP
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