

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. _____

MANUEL GONZALEZ, on behalf of himself
and others similarly situated,

Plaintiff,

v.

BUY BUY BABY, INC.,

Defendant.

State Court Case No.

2021-006016-CA-01, 11th Jud. Cir.,
Miami-Dade County, Florida

Putative Class Action

NOTICE OF REMOVAL OF CIVIL ACTION

PLEASE TAKE NOTICE that Defendant, Buy Buy Baby, Inc. (“Buy Buy Baby” or “Defendant”), by and through its undersigned counsel, hereby files this notice of removal in the above-captioned action, currently pending in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, as Case No. 2021-006016-CA-01 (the “State Court Action”). This removal is made pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453. For the reasons set forth below, this Court has subject matter jurisdiction.

I. BACKGROUND

1. On or about March 11, 2021, Plaintiff Manuel Gonzalez (“Plaintiff”), individually on behalf of himself and others similarly situated, filed a putative Class Action Complaint and Demand for Jury Trial (the “Complaint”) in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

2. On April 6, 2021, Buy Buy Baby was served with the Complaint. A true and correct copy of the Notice of Service of Process is attached hereto as **Exhibit B**.

3. True and correct copies of all process, pleadings, and orders in the State Court Action that are not included in Exhibit A or Exhibit B are attached hereto as **Exhibit C**.

4. The Complaint alleges that Buy Buy Baby unlawfully intercepted Plaintiff's electronic communications while he was browsing the www.buybuybaby.com website (the "Website") in violation of the Florida Security of Communications Act, Fla. Stat. § 934.01, *et seq.* (the "FSCA"). Compl. ¶ 1.

5. This Notice of Removal is timely under 28 U.S.C. § 1446(b)(1) because it is filed within thirty (30) days after Plaintiff's service of the Complaint upon Buy Buy Baby.

6. Nothing in this Notice of Removal shall constitute a waiver of Buy Buy Baby's right to assert any defense.

II. VENUE

7. Venue is proper under 28 U.S.C. § 1441(a) because this Court is the United States District Court for the district and division embracing the location where the State Court Action was pending.

III. JURISDICTION

8. This Court has jurisdiction over this action under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d) and § 1453 because: (a) it meets CAFA's definition of a class action; (b) the putative class consists of more than 100 members; (c) there is minimal diversity of citizenship; and (d) the amount in controversy, after aggregating the sum or value of each proposed class member's claim, exceeds \$5 million, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d).

Based on the allegations in the Complaint, which must be taken as true for purposes of removal, and for the reasons set forth below, all requirements of CAFA are satisfied.

A. This Action Meets the Definition of a “Class Action” Pursuant to CAFA.

9. CAFA defines a “class action” as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action...” 28 U.S.C. § 1332(d)(1)(B).

10. Plaintiff filed his complaint in this action as a “Class Action Complaint.” *See* Compl. p. 1. The Complaint makes numerous references to the action as a “class action,” or to Plaintiffs as “class members.” *See, e.g. id.* ¶¶ 1, 33, 43. Plaintiff further invokes the Florida state court rule of procedure relating to class actions, Rule 1.220 of the Florida Rules of Civil Procedure. *See id.* ¶¶ 11, 43. Plaintiff seeks to certify a class consisting of: “Florida residents who visited the [Buy Buy Baby] Websites, and whose electronic communications were intercepted or recorded by QM on behalf of Defendant, without their prior consent...” *Id.* ¶ 43. Accordingly, Plaintiff’s Complaint meets the definition of a “class action” pursuant to CAFA.

B. The Putative Class Consists of More than 100 Members.

11. Plaintiffs seek to certify a class wherein “[m]embers of the Class number in the thousands.” *Id.* ¶ 47; *see also Exhibit D*, Declaration of John Carton (“Carton Decl.”), ¶ 5. In addition, the Complaint alleges that the class size is “so numerous that their individual joinder is impracticable.” Compl. ¶ 46. Accordingly, the aggregate number of class members is greater than 100 persons for purposes of 28 U.S.C. § 1332(d)(5)(B).¹

¹ Although Buy Buy Baby concedes that the putative class meets the threshold for CAFA jurisdiction purposes, Buy Buy Baby rejects any suggestion that this lawsuit will ultimately prove appropriate for class-wide treatment.

C. This Action Meets the Diversity Requirements of CAFA.

12. Diversity under CAFA exists if the citizenship of “any member of a class of plaintiffs is a citizen of a state different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

13. Plaintiff alleges that he is a citizen of Miami-Dade County, Florida. Compl. ¶ 7.

14. Buy Buy Baby is a corporation incorporated in Delaware with its principal place of business in New Jersey. *Id.* ¶ 8; Carton Decl. ¶ 3. Thus, for diversity purposes, Buy Buy Baby is a citizen of Delaware and New Jersey. 28 U.S.C. § 1332(c)(1); *see also Tamiami Condo. Warehouse Plaza Ass’n, Inc. v. Markel Am. Ins. Co.*, No. 19-CV-21289, 2019 WL 4854271, at *1 (S.D. Fla. Oct. 2, 2019) (denying plaintiff’s motion to remand in response to defendant’s notice of removal where defendant established by more than a preponderance of the evidence defendant’s state of incorporation and principal place of business).

15. Accordingly, because Plaintiff is a citizen of Florida (Compl. ¶ 8) and Buy Buy Baby is a citizen of Delaware and New Jersey, CAFA’s minimal diversity requirement is satisfied. 28 U.S.C. § 1332(d)(2)(A).

D. The Amount in Controversy Exceeds \$5 Million.

16. Under CAFA, federal courts have original jurisdiction for “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2). In determining whether the action exceeds the sum of \$5,000,000, the claims of the individual class members are aggregated. *See* 28 U.S.C. § 1332(d)(6). “The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.” *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010) (quotation marks omitted). In addition, “the inclusion of

attorney's fees in the calculation of the amount in controversy is appropriate.” *DO Restaurants, Inc. v. Aspen Specialty Ins. Co.*, 984 F. Supp. 2d 1342, 1346 (S.D. Fla. 2013).

17. To satisfy this requirement, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold; the notice need not contain evidentiary submissions.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 81 (2014); *see also Anderson v. Wilco Life Ins. Co.*, 943 F.3d 917, 925 (11th Cir. 2019) (same). That is, a defendant need only prove “the amount in controversy more likely than not exceeds the jurisdictional requirement.” *Pretka*, 608 F.3d at 752 (quoting *Cohen v. Office Depot, Inc.*, 204 F.3d 1069, 1072 (11th Cir. 2000)).

18. Here, while Buy Buy Baby denies that Plaintiff and the putative class are entitled to any damages, taking Plaintiff’s allegations as true for purposes of removal *only*, Plaintiff’s claims in the aggregate would satisfy CAFA’s amount in controversy requirement.

19. While Plaintiff does not assert a specified amount of relief, when aggregating Plaintiff’s allegations in the Complaint, it is clear that the amount Plaintiff has placed in controversy is over \$5,000,000. Plaintiff seeks to certify a class that numbers “in the thousands” (Compl. ¶ 47), which consists of “Florida residents who visited the Websites, and whose electronic communications were intercepted or recorded by QM on behalf of Defendant, without their prior consent . . .” *Id.* ¶ 43.

20. The Complaint seeks declaratory and injunctive relief, statutory damages, punitive damages, attorneys’ fees, and costs. *Id.* ¶ 71.

21. The FSCA provides for statutory damages at the rate of \$100 a day for each day of violation under the Act or \$1,000, whichever is higher. *Id.* The statute of limitations for bringing a claim under the FSCA is two years. Fla. Stat. Ann. § 934.10(3).

22. Buy Buy Baby had at least 5,000 Florida visitors to the Website during the two years prior to the filing of the Complaint based on the number of unique Florida billing addresses used online to make purchases through the Website. Carton Decl. ¶ 5. Therefore, at least 5,000 putative class members during the relevant period are alleged by Plaintiff to have had their “electronic communications” intercepted by the session replay technology that Buy Buy Baby was using on the Website. Using the FSCA’s statutory damages rate of \$1,000, this alone exceeds CAFA’s \$5,000,000 requirement. Taking into account Plaintiff’s request for injunctive relief and attorney’s fees, it is more than clear that the CAFA amount in controversy requirement has been met.

IV. NOTICE

23. As required by 28 U.S.C. § 1446(d), Buy Buy Baby will serve written notice of this Notice of Removal on Plaintiff, and Buy Buy Baby will file a copy of this Notice of Removal with the clerk of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

V. CONCLUSION

WHEREFORE, for the foregoing reasons, Defendant Buy Buy Baby, Inc. respectfully requests that this action, previously pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, be removed to this Court, and that this Court proceed as if this case had been originally initiated in this Court.

Dated: May 6, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of May 2021, I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record identified below either via transmission of Notices of Electronic Filing generated by CM/ECF, or in some other authorized manner for those counsel or parties who are not authorized to receive Notices of Electronic Filing.

/s/ Mark A. Salky
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EXHIBIT A

**IN THE CIRCUIT COURT OF
THE ELEVENTH JUDICIAL CIRCUIT,
IN MIAMI-DADE COUNTY, FLORIDA**

**MANUEL GONZALEZ, individually and
on behalf of all those similarly situated,**

Plaintiff,

Case No.:

v.

BUY BUY BABY, INC.

Defendant.

/

CLASS ACTION COMPLAINT

Plaintiff, Manuel Gonzalez, appearing both individually and on behalf of all others similarly situated, by and through his attorneys, brings this class action against Defendant, Buy Buy Baby, Inc., based upon personal knowledge as to his own acts and experiences and, as to all other matters, based upon information and belief, including the investigation conducted by his counsel, and alleges as follows:

NATURE OF THE ACTION

1. This is a class action under the Florida Security of Communications Act, Fla. Stat. § 934.01, *et seq.* (“FSCA”), against Defendant, Buy Buy Baby, Inc. (“Defendant” or “BBB”), arising from Defendant’s unlawful interception—or “wiretapping”—of Plaintiff’s and Class Members’ electronic communications with the websites buybuybaby.com (the “Websites”).

2. Specifically, Defendant uses wiretaps, which are embedded in the computer code on the Websites, to intercept Plaintiff’s and Class Members’ electronic communications with Defendant’s Websites.

3. To accomplish this wiretapping, Defendant uses tracking, recording, and/or

“session replay” software to secretly observe and record Plaintiff’s and Class Members’ electronic communications with the Websites, including their keystrokes, mouse movements and clicks, information inputted into the Websites, and/or pages and content viewed on the Websites.

4. Defendant intercepted or allowed for the interception of the electronic communications at issue without the knowledge or prior consent of Plaintiff and the Class Members, for its own financial gain.

5. By doing so, Defendant has invaded Plaintiff’s and Class Members’ privacy rights under Florida Law and violated the FSCA, Fla. Stat. §§ 934.03 and 934.04. Defendant has caused Plaintiff and Class Members to suffer injuries as a result of invading their privacy and/or exposing their private information.

6. Through this action, Plaintiff seeks injunctive relief to halt Defendant’s unlawful wiretapping. Plaintiff additionally seeks damages as authorized by the FSCA on behalf of Plaintiff and the Class Members, and any other available legal or equitable remedies resulting from the actions of Defendant described herein.

THE PARTIES

7. Plaintiff Gonzalez is a citizen and resident of Miami-Dade County, Florida.

8. Defendant, Buy Buy Baby, Inc. (“Defendant” or “BBB”) is a limited liability company incorporated in Delaware with its principal place of business in New Jersey.

9. BBB provides apparel products and accessories in brick and mortar locations and through its Websites. BBB does business worldwide, including in Florida.

10. BBB owns and operates buybuybaby.com (the “Websites”).

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil

Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$30,000, exclusive of interest, costs, and attorneys' fees.

12. Defendant is subject to personal jurisdiction in Florida because this suit arises out of and relates to Defendant's contacts with Florida. Plaintiff's and Class Members' used the Websites. Defendant's unlawful interception of those electronic communications without the consent of Plaintiff and Class Members therefore occurred in Florida, and Plaintiff and Class Members were injured by Defendant's acts while residing and physically present in Florida.

13. Venue for this action is proper in this Court because all facts giving rise to this action occurred in this Circuit.

STATEMENT OF FACTS

Wiretapping via Session Replay Software

14. At all relevant times herein, BBB has engaged Quantum Metric, Inc. ("QM"), a marketing software-as-a-service ("SaaS") company, to provide marketing analytics software for its Websites.

15. QM is a Delaware corporation with its principal place of business in Colorado Springs, Colorado.

16. QM develops, owns, and markets a software of the same name that provides marketing analytics, which is used by BBB on its Websites.

17. QM software provides a feature called "Session Replay," which purports to help businesses improve their website design and customer experience. QM operates on both desktop and mobile devices.

18. According to QM, "Session replay is the reproduction of a user's interactions on web or native mobile applications. Session replay captures things like mouse movements, clicks, typing, scrolling, swiping, tapping, etc." Session Replay allows companies to "to pull up any

user who ha[s] visited [a] website and watch their journey as if [the company] was standing over their shoulder.” A company can “see every click, every tap and exactly what the website responded with – an error, a success message, or nothing.”

19. QM says its Session Replay feature “capture[s] all the metadata behind the replay—like user platform, API calls, and network details—as well as dozens of out of the box events and errors, plus the custom ones you’ll configure in our UI.”

20. QM’s product demo allows a preview of the Session Replay interface and demonstrates how the software works, highlighting that the software allows a company to see each website visitor’s electronic communications, including what a visitor clicked on, when a visitor reloaded a page, and where a visitor’s mouse pointer is located at any given moment.

21. QM notes that “[o]nce data is captured, it’s sent encrypted via a forward secrecy SSL connection, to the Quantum Metric cloud service, hosted in a secured Google Compute cloud.”

22. QM’s website includes a marketing video that discusses the Session Replay feature. The video touts that companies can “[s]ee actual customer interactions.” The marketing presentation then shows a mock mobile user visiting and interacting with a website. The video shows what items the visitor viewed and added to their cart. The presentation then proceeds to show where exactly the mock visitor clicked on the website.

23. Technology like QM’s is not only highly intrusive, but dangerous. A 2017 study by Princeton University found that session recording technologies like QM’s Session Replay were collecting sensitive user information such as passwords and credit card numbers. The research notes that this wasn’t simply the result of a bug, but rather insecure practices. Thus, technologies such as QM’s can leave users vulnerable to data leaks and the harm resulting

therefrom.

24. QM's business model involves entering into voluntary partnerships with various companies and providing their software to their partners.

25. One of QM's partners is Defendant BBB.

26. BBB utilizes QM's software on its Websites.

27. BBB knows that QM's software captures the keystrokes, mouse clicks, and other communications of visitors to its Websites, and pays QM to supply that information.

28. Pursuant to an agreement with QM, BBB enabled QM's software by voluntarily embedding QM's software code on the Websites.

29. As currently deployed, QM's software, as employed by BBB, functions as a wiretap.

**Defendant Wiretapped or Facilitated the Wiretap of
Plaintiff's and Class Members' Electronic Communications**

30. In/on or around February 13, 2021, Plaintiff visited buybuybaby.com.

31. During the February 13 visit Plaintiff made a purchase.

32. During that visit, and upon information and belief, the Session Replay feature in QM's software as embedded on Defendant's website created a video capturing each of Plaintiff's keystrokes and mouse clicks on the website. The QM wiretap used by Defendant also captured the date and time of the visit, the duration of the visit, Plaintiff's IP address, his location at the time of the visit, his browser type, and the operating system on his device.

33. Class Members share a similar narrative, and each experienced the interception of their electronic communications while visiting Defendant's Websites as a result of the QM software acting as a wiretap.

34. QM's tracking and recording of keystrokes, mouse clicks, data entry, and other electronic communications begins the moment a visitor first accesses or interacts with Defendant's Websites.

35. When visitors access the Websites and make a purchase, they enter personally identifiable information ("PII"). QM's software captures these electronic communications throughout each step of the process.

36. QM's software captures, among other things:

- (a) The visitor's mouse clicks;
- (b) The visitor's keystrokes;
- (c) The visitor's email address;
- (d) The visitor's shipping and billing address;
- (e) The visitor's payment card information, including card number, expiration date, and CVV code;
- (f) The visitor's IP address;
- (g) The visitor's location at the time of the visit; and
- (h) The visitor's browser type and the operating system on their devices.

37. Crucially, Defendant BBB does not ask visitors, including Plaintiff and Class Members, whether they consent to being wiretapped by QM. Visitors are never actively told that their electronic communications are being wiretapped by QM.

38. Further, BBB's privacy policy is located at the very bottom of the Websites' home pages with no notice directing visitors to the privacy policy, *i.e.*, the hyperlink to the privacy policy functions as browserwrap. Additionally, Defendant began recording visitors before any purported disclosure was made *after* the wiretap had already begun.

39. Moreover, visitors are not on notice of the hyperlink to the privacy policy when they click the "Place My Order" button, or at any other time during their visit to the Websites.

40. Therefore, visitors like Plaintiff and Class Members never agree or are never given the option to agree to the privacy policy when using the Websites, nor are they on notice of the privacy policy.

41. Even if visitors do agree to the privacy policy by using the Websites or otherwise—and they do not for the reasons stated above—BBB does not mention any aspect of QM or its Session Replay software (such as by disclosing that visitors will have their mouse clicks and keystrokes recorded in real time) in the Websites' privacy policy. As such, visitors do not agree to be wiretapped even if they agree to the privacy policy.

42. Plaintiff and Class Members did not consent to being wiretapped on the Websites, nor to having their communications recorded and shared with QM and Defendant. Any purported consent that was obtained was ineffective because (i) the wiretapping began from the moment Plaintiff and Class Members accessed the Websites; (ii) the privacy policy did not disclose the wiretapping or QM; and (iii) the hyperlink to the privacy policy is inconspicuous and therefore insufficient to provide notice.

CLASS REPRESENTATION ALLEGATIONS

43. Plaintiff seeks to represent a class of similarly situated individuals pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3), consisting of:

Florida residents who visited the Websites, and whose electronic communications were intercepted or recorded by QM on behalf of Defendant, without their prior consent (the “Class” or “Class Members”).

44. Defendant and its employees or agents are excluded from the Class. Plaintiff reserves the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

45. Plaintiff brings all claims in this action individually and on behalf of Class Members against Defendant.

Numerosity

46. Members of the Class are so numerous that their individual joinder is impracticable.

47. On information and belief, Members of the Class number in the thousands.

48. The precise number of Class Members and their identities are unknown to Plaintiff at this time but may be determined through discovery.

49. Class Members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant.

Commonality

50. Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members.

51. Common legal and factual questions include, but are not limited to, whether Defendants have violated the Florida Security of Communications Act (“FSCA”), Fla. Stat. §§ 934.03 and 934.04, and invaded Plaintiff’s privacy rights in violation of Florida law; and whether Class Members are entitled to actual and/or statutory damages for the aforementioned violations.

Typicality

52. The claims of the named Plaintiff are typical of the claims of the Class because the named Plaintiff, like all other Class Members, visited one of Defendant’s Websites and had his electronic communications intercepted and disclosed to QM and Defendant through the use of QM’s wiretaps on Defendant’s Website.

Adequacy of Representation

53. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class Members he seeks to represent, he has retained competent counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously.

54. The interests of Class Members will be fairly and adequately protected by Plaintiff and his counsel.

Superiority

55. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Class Members.

56. Many of the Class Members likely lack the ability and/or resources to undertake the burden and expense of individually prosecuting what may be a complex and extensive action to establish Defendant’s liability.

57. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system. This strain on the parties and the judicial system would be heightened in this case, given the complex legal and factual issues at play.

58. Individualized litigation also presents a potential for inconsistent or contradictory judgments.

59. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability.

60. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I

Violation of the Florida Security of Communications Act, Fla. Stat. § 934.03

61. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

62. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

63. To establish liability under Fla. Stat. § 934.03, captioned "Interception and disclosure of wire, oral, or electronic communications prohibited," a plaintiff need only establish that a defendant:

(a) Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;

(b) Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:

1. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication; or

2. Such device transmits communications by radio or interferes with the transmission of such communication;

(c) Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of this subsection;

(d) Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of this subsection; or

(e) Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication intercepted by means authorized by subparagraph (2)(a)2., paragraph (2)(b), paragraph (2)(c), s. 934.07, or s. 934.09 when that person knows or has reason to know that the information was obtained through the interception of such a communication in connection with a criminal investigation, has obtained or received the information in connection with a criminal investigation, and intends to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

Fla Stat. § 934.03(1).

64. Pursuant to Fla. Stat. § 934.02, “‘Electronic communication’ means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic, or photooptical system that affects intrastate, interstate, or foreign commerce[.]” such as through the internet.

65. At all relevant times, QM’s software, including the Session Replay feature, was intentionally used by Defendant to intercept, endeavor to intercept, use, endeavor to use, disclose, and/or endeavor to disclose Plaintiff’s and Class Members’ electronic communications.

66. At all relevant times, by using QM's technology, Defendant willfully and without the consent of all parties to the communication, in an unauthorized manner, read or attempted to read or learn the contents or meaning of electronic communications of Plaintiff and Class Members, while the electronic communications were in transit or passing over any wire, line, or cable, or were being sent from or received at any place within Florida.

67. Defendant aided, agreed with, and conspired to implement QM's technology and to accomplish the wrongful conduct at issue here.

68. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps on the Websites. Nor have Plaintiff or Class Members consented to Defendant's intentional access, interception, reading, learning, recording, and collection of Plaintiff and Class Members' electronic communications.

69. The violation of Fla. Stat. § 934.03 constitutes an invasion of privacy sufficient to confer Article III standing.

70. Unless enjoined, Defendant will continue to commit or facilitate the illegal acts alleged herein.

71. Plaintiff and Class Members seek all relief available under Fla. Stat. § 934.10, including declaratory and injunctive relief, statutory damages at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher, punitive damages, attorneys' fees, and costs.

COUNT II

Violation of the Florida Security of Communications Act, Fla. Stat. § 934.04

72. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

73. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

74. Fla Stat. § 934.04 provides a private right of action against:

[A]ny person who intentionally:

(a) Sends through the mail or otherwise sends or carries any electronic, mechanical, or other device, knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the illegal interception of wire, oral, or electronic communications as specifically defined by this chapter; or

(b) Manufactures, assembles, possesses, or sells any electronic, mechanical, or other device, knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the illegal interception of wire, oral, or electronic communications as specifically defined by this chapter[.]

Fla Stat. § 934.04(1).

75. At all relevant times, by implementing QM's wiretaps, Defendant intentionally possessed a wiretap device that is primarily or exclusively designed or intended for eavesdropping upon the communications of another.

76. QM's code is a "device" that is "primarily useful" for eavesdropping. That is, QM's embedded code is designed to gather PII, including keystrokes, mouse clicks, and other electronic communications.

77. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps.

78. Plaintiff and Class Members seek all relief available under Fla. Stat. § 934.10, including declaratory and injunctive relief, statutory damages at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher, punitive damages, attorneys' fees, and costs.

COUNT III

Invasion of Privacy Under Florida Law

79. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

80. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

81. Plaintiff and Class Members have an interest in: (1) precluding the dissemination and/or misuse of their sensitive, confidential PII; and (2) making personal decisions and/or conducting personal activities without observation, intrusion, or interference.

82. At all relevant times, by implementing QM's wiretaps on BBB's Websites, Defendant intentionally invaded Plaintiff's and Class Members' privacy rights under Florida law.

83. Plaintiff and Class Members had a reasonable expectation that their PII and other data would remain confidential and that Defendant would not install wiretaps on the Websites.

84. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps on the Websites.

85. This invasion of privacy is serious in nature, scope, and impact.

86. The invasion of privacy alleged herein constitutes an egregious breach of the social norms underlying the right to privacy.

87. Plaintiff and Class Members seek all relief available for invasion of privacy claims under Florida law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- (a) For an order certifying the Class under Florida Rule of Civil Procedure 1.220 and naming Plaintiff as the representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- (b) For an order declaring that the Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiff and the Class on all Counts asserted herein;
- (d) For compensatory, punitive, and/or statutory damages in amounts to be determined by the Court and/or jury;
- (e) For prejudgment interest on all amounts awarded;
- (f) For an order of restitution and all other forms of equitable monetary relief;
- (g) For injunctive relief as pleaded or as the Court may deem proper; and
- (h) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

JURY DEMAND

Plaintiff and Class Members hereby demand a trial by jury.

DOCUMENT PRESERVATION DEMAND

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases, or other itemizations associated with the allegations herein, including all records, lists, electronic databases, or other itemizations in the possession of any vendors, individuals, and/or companies contracted, hired, or directed by Defendant to assist in sending the alleged communications.

Dated: March 11, 2021

Respectfully submitted,

By: /s/ Avi R. Kaufman
Avi R. Kaufman, Esq. (Florida Bar No. 84382)
KAUFMAN P.A
400 Northwest 26th Street
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(305) 469-5881

Counsel for Plaintiff and all others similarly situated

EXHIBIT B



Notice of Service of Process

KP / ALL
Transmittal Number: 23020080
Date Processed: 04/07/2021

Primary Contact: Kenneth Bradley
Bed Bath & Beyond
650 Liberty Ave
Union, NJ 07083-8107

Electronic copy provided to: Angela Leary
Michael Wilck
Jill Holtzman
Nicole Squires

Entity: Buy Buy Baby, Inc.
Entity ID Number 0650424

Entity Served: Buy Buy Baby

Title of Action: Manuel Gonzalez vs. Buy Buy Baby, Inc.

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Miami-Dade County Circuit Court, FL

Case/Reference No: 2021-006016-CA-01

Jurisdiction Served: Delaware

Date Served on CSC: 04/06/2021

Answer or Appearance Due: 20 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Avi R. Kaufman
305-469-5881

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To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Filing # 123028370 E-Filed 03/12/2021 03:30:32 PM

<input checked="" type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2021-006016-CA-01
PLAINTIFF(S) MANUEL GONZALEZ individually and on behalf of all those similarly situated,	VS. DEFENDANT(S) BUY BUY BABY, INC.	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): Buy Buy Baby, Inc. c/o The Prentice-Hall Corporation System, Inc.

_____ 251 Little Falls Drive, Wilmington, DE 19808 _____

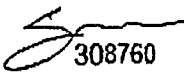
Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: Avi R. Kaufman, Kaufman P.A.

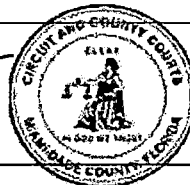
whose address is: 400 NW 26th St., Miami, FL 33127

_____ Email: Avi@Kaufmanpa.com; Tele: 305.469.5881 _____

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	 308760 DEPUTY CLERK	DATE 3/16/2021
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**AMERICANS WITH DISABILITIES ACT OF 1990
 ADA NOTICE**

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Filing # 122963120 E-Filed 03/11/2021 05:09:46 PM

**IN THE CIRCUIT COURT OF
THE ELEVENTH JUDICIAL CIRCUIT,
IN MIAMI-DADE COUNTY, FLORIDA**

**MANUEL GONZALEZ, individually and
on behalf of all those similarly situated,**

Plaintiff,

Case No.:

v.

BUY BUY BABY, INC.

Defendant.

/

CLASS ACTION COMPLAINT

Plaintiff, Manuel Gonzalez, appearing both individually and on behalf of all others similarly situated, by and through his attorneys, brings this class action against Defendant, Buy Buy Baby, Inc., based upon personal knowledge as to his own acts and experiences and, as to all other matters, based upon information and belief, including the investigation conducted by his counsel, and alleges as follows:

NATURE OF THE ACTION

1. This is a class action under the Florida Security of Communications Act, Fla. Stat. § 934.01, *et seq.* (“FSCA”), against Defendant, Buy Buy Baby, Inc. (“Defendant” or “BBB”), arising from Defendant’s unlawful interception—or “wiretapping”—of Plaintiff’s and Class Members’ electronic communications with the websites buybuybaby.com (the “Websites”).

2. Specifically, Defendant uses wiretaps, which are embedded in the computer code on the Websites, to intercept Plaintiff’s and Class Members’ electronic communications with Defendant’s Websites.

3. To accomplish this wiretapping, Defendant uses tracking, recording, and/or

“session replay” software to secretly observe and record Plaintiff’s and Class Members’ electronic communications with the Websites, including their keystrokes, mouse movements and clicks, information inputted into the Websites, and/or pages and content viewed on the Websites.

4. Defendant intercepted or allowed for the interception of the electronic communications at issue without the knowledge or prior consent of Plaintiff and the Class Members, for its own financial gain.

5. By doing so, Defendant has invaded Plaintiff’s and Class Members’ privacy rights under Florida Law and violated the FSCA, Fla. Stat. §§ 934.03 and 934.04. Defendant has caused Plaintiff and Class Members to suffer injuries as a result of invading their privacy and/or exposing their private information.

6. Through this action, Plaintiff seeks injunctive relief to halt Defendant’s unlawful wiretapping. Plaintiff additionally seeks damages as authorized by the FSCA on behalf of Plaintiff and the Class Members, and any other available legal or equitable remedies resulting from the actions of Defendant described herein.

THE PARTIES

7. Plaintiff Gonzalez is a citizen and resident of Miami-Dade County, Florida.

8. Defendant, Buy Buy Baby, Inc. (“Defendant” or “BBB”) is a limited liability company incorporated in Delaware with its principal place of business in New Jersey.

9. BBB provides apparel products and accessories in brick and mortar locations and through its Websites. BBB does business worldwide, including in Florida.

10. BBB owns and operates buybuybaby.com (the “Websites”).

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil

Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$30,000, exclusive of interest, costs, and attorneys' fees.

12. Defendant is subject to personal jurisdiction in Florida because this suit arises out of and relates to Defendant's contacts with Florida. Plaintiff's and Class Members' used the Websites. Defendant's unlawful interception of those electronic communications without the consent of Plaintiff and Class Members therefore occurred in Florida, and Plaintiff and Class Members were injured by Defendant's acts while residing and physically present in Florida.

13. Venue for this action is proper in this Court because all facts giving rise to this action occurred in this Circuit.

STATEMENT OF FACTS

Wiretapping via Session Replay Software

14. At all relevant times herein, BBB has engaged Quantum Metric, Inc. ("QM"), a marketing software-as-a-service ("SaaS") company, to provide marketing analytics software for its Websites.

15. QM is a Delaware corporation with its principal place of business in Colorado Springs, Colorado.

16. QM develops, owns, and markets a software of the same name that provides marketing analytics, which is used by BBB on its Websites.

17. QM software provides a feature called "Session Replay," which purports to help businesses improve their website design and customer experience. QM operates on both desktop and mobile devices.

18. According to QM, "Session replay is the reproduction of a user's interactions on web or native mobile applications. Session replay captures things like mouse movements, clicks, typing, scrolling, swiping, tapping, etc." Session Replay allows companies to "to pull up any

user who ha[s] visited [a] website and watch their journey as if [the company] was standing over their shoulder.” A company can “see every click, every tap and exactly what the website responded with – an error, a success message, or nothing.”

19. QM says its Session Replay feature “capture[s] all the metadata behind the replay—like user platform, API calls, and network details—as well as dozens of out of the box events and errors, plus the custom ones you’ll configure in our UI.”

20. QM’s product demo allows a preview of the Session Replay interface and demonstrates how the software works, highlighting that the software allows a company to see each website visitor’s electronic communications, including what a visitor clicked on, when a visitor reloaded a page, and where a visitor’s mouse pointer is located at any given moment.

21. QM notes that “[o]nce data is captured, it’s sent encrypted via a forward secrecy SSL connection, to the Quantum Metric cloud service, hosted in a secured Google Compute cloud.”

22. QM’s website includes a marketing video that discusses the Session Replay feature. The video touts that companies can “[s]ee actual customer interactions.” The marketing presentation then shows a mock mobile user visiting and interacting with a website. The video shows what items the visitor viewed and added to their cart. The presentation then proceeds to show where exactly the mock visitor clicked on the website.

23. Technology like QM’s is not only highly intrusive, but dangerous. A 2017 study by Princeton University found that session recording technologies like QM’s Session Replay were collecting sensitive user information such as passwords and credit card numbers. The research notes that this wasn’t simply the result of a bug, but rather insecure practices. Thus, technologies such as QM’s can leave users vulnerable to data leaks and the harm resulting

therefrom.

24. QM's business model involves entering into voluntary partnerships with various companies and providing their software to their partners.

25. One of QM's partners is Defendant BBB.

26. BBB utilizes QM's software on its Websites.

27. BBB knows that QM's software captures the keystrokes, mouse clicks, and other communications of visitors to its Websites, and pays QM to supply that information.

28. Pursuant to an agreement with QM, BBB enabled QM's software by voluntarily embedding QM's software code on the Websites.

29. As currently deployed, QM's software, as employed by BBB, functions as a wiretap.

**Defendant Wiretapped or Facilitated the Wiretap of
Plaintiff's and Class Members' Electronic Communications**

30. In/on or around February 13, 2021, Plaintiff visited buybuybaby.com.

31. During the February 13 visit Plaintiff made a purchase.

32. During that visit, and upon information and belief, the Session Replay feature in QM's software as embedded on Defendant's website created a video capturing each of Plaintiff's keystrokes and mouse clicks on the website. The QM wiretap used by Defendant also captured the date and time of the visit, the duration of the visit, Plaintiff's IP address, his location at the time of the visit, his browser type, and the operating system on his device.

33. Class Members share a similar narrative, and each experienced the interception of their electronic communications while visiting Defendant's Websites as a result of the QM software acting as a wiretap.

34. QM's tracking and recording of keystrokes, mouse clicks, data entry, and other electronic communications begins the moment a visitor first accesses or interacts with Defendant's Websites.

35. When visitors access the Websites and make a purchase, they enter personally identifiable information ("PII"). QM's software captures these electronic communications throughout each step of the process.

36. QM's software captures, among other things:

- (a) The visitor's mouse clicks;
- (b) The visitor's keystrokes;
- (c) The visitor's email address;
- (d) The visitor's shipping and billing address;
- (e) The visitor's payment card information, including card number, expiration date, and CVV code;
- (f) The visitor's IP address;
- (g) The visitor's location at the time of the visit; and
- (h) The visitor's browser type and the operating system on their devices.

37. Crucially, Defendant BBB does not ask visitors, including Plaintiff and Class Members, whether they consent to being wiretapped by QM. Visitors are never actively told that their electronic communications are being wiretapped by QM.

38. Further, BBB's privacy policy is located at the very bottom of the Websites' home pages with no notice directing visitors to the privacy policy, *i.e.*, the hyperlink to the privacy policy functions as browserwrap. Additionally, Defendant began recording visitors before any purported disclosure was made *after* the wiretap had already begun.

39. Moreover, visitors are not on notice of the hyperlink to the privacy policy when they click the "Place My Order" button, or at any other time during their visit to the Websites.

40. Therefore, visitors like Plaintiff and Class Members never agree or are never given the option to agree to the privacy policy when using the Websites, nor are they on notice of the privacy policy.

41. Even if visitors do agree to the privacy policy by using the Websites or otherwise—and they do not for the reasons stated above—BBB does not mention any aspect of QM or its Session Replay software (such as by disclosing that visitors will have their mouse clicks and keystrokes recorded in real time) in the Websites' privacy policy. As such, visitors do not agree to be wiretapped even if they agree to the privacy policy.

42. Plaintiff and Class Members did not consent to being wiretapped on the Websites, nor to having their communications recorded and shared with QM and Defendant. Any purported consent that was obtained was ineffective because (i) the wiretapping began from the moment Plaintiff and Class Members accessed the Websites; (ii) the privacy policy did not disclose the wiretapping or QM; and (iii) the hyperlink to the privacy policy is inconspicuous and therefore insufficient to provide notice.

CLASS REPRESENTATION ALLEGATIONS

43. Plaintiff seeks to represent a class of similarly situated individuals pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3), consisting of:

Florida residents who visited the Websites, and whose electronic communications were intercepted or recorded by QM on behalf of Defendant, without their prior consent (the “Class” or “Class Members”).

44. Defendant and its employees or agents are excluded from the Class. Plaintiff reserves the right to modify or amend the Class definitions, as appropriate, during the course of this litigation.

45. Plaintiff brings all claims in this action individually and on behalf of Class Members against Defendant.

Numerosity

46. Members of the Class are so numerous that their individual joinder is impracticable.

47. On information and belief, Members of the Class number in the thousands.

48. The precise number of Class Members and their identities are unknown to Plaintiff at this time but may be determined through discovery.

49. Class Members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant.

Commonality

50. Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members.

51. Common legal and factual questions include, but are not limited to, whether Defendants have violated the Florida Security of Communications Act (“FSCA”), Fla. Stat. §§ 934.03 and 934.04, and invaded Plaintiff’s privacy rights in violation of Florida law; and whether Class Members are entitled to actual and/or statutory damages for the aforementioned violations.

Typicality

52. The claims of the named Plaintiff are typical of the claims of the Class because the named Plaintiff, like all other Class Members, visited one of Defendant’s Websites and had his electronic communications intercepted and disclosed to QM and Defendant through the use of QM’s wiretaps on Defendant’s Website.

Adequacy of Representation

53. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class Members he seeks to represent, he has retained competent counsel experienced in prosecuting class actions, and he intends to prosecute this action vigorously.

54. The interests of Class Members will be fairly and adequately protected by Plaintiff and his counsel.

Superiority

55. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Class Members.

56. Many of the Class Members likely lack the ability and/or resources to undertake the burden and expense of individually prosecuting what may be a complex and extensive action to establish Defendant’s liability.

57. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system. This strain on the parties and the judicial system would be heightened in this case, given the complex legal and factual issues at play.

58. Individualized litigation also presents a potential for inconsistent or contradictory judgments.

59. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability.

60. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

COUNT I

Violation of the Florida Security of Communications Act, Fla. Stat. § 934.03

61. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

62. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

63. To establish liability under Fla. Stat. § 934.03, captioned "Interception and disclosure of wire, oral, or electronic communications prohibited," a plaintiff need only establish that a defendant:

(a) Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;

(b) Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:

1. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication; or

2. Such device transmits communications by radio or interferes with the transmission of such communication;

(c) Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of this subsection;

(d) Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of this subsection; or

(e) Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication intercepted by means authorized by subparagraph (2)(a)2., paragraph (2)(b), paragraph (2)(c), s. 934.07, or s. 934.09 when that person knows or has reason to know that the information was obtained through the interception of such a communication in connection with a criminal investigation, has obtained or received the information in connection with a criminal investigation, and intends to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

Fla Stat. § 934.03(1).

64. Pursuant to Fla. Stat. § 934.02, “‘Electronic communication’ means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic, or photooptical system that affects intrastate, interstate, or foreign commerce[.]” such as through the internet.

65. At all relevant times, QM’s software, including the Session Replay feature, was intentionally used by Defendant to intercept, endeavor to intercept, use, endeavor to use, disclose, and/or endeavor to disclose Plaintiff’s and Class Members’ electronic communications.

66. At all relevant times, by using QM's technology, Defendant willfully and without the consent of all parties to the communication, in an unauthorized manner, read or attempted to read or learn the contents or meaning of electronic communications of Plaintiff and Class Members, while the electronic communications were in transit or passing over any wire, line, or cable, or were being sent from or received at any place within Florida.

67. Defendant aided, agreed with, and conspired to implement QM's technology and to accomplish the wrongful conduct at issue here.

68. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps on the Websites. Nor have Plaintiff or Class Members consented to Defendant's intentional access, interception, reading, learning, recording, and collection of Plaintiff and Class Members' electronic communications.

69. The violation of Fla. Stat. § 934.03 constitutes an invasion of privacy sufficient to confer Article III standing.

70. Unless enjoined, Defendant will continue to commit or facilitate the illegal acts alleged herein.

71. Plaintiff and Class Members seek all relief available under Fla. Stat. § 934.10, including declaratory and injunctive relief, statutory damages at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher, punitive damages, attorneys' fees, and costs.

COUNT II

Violation of the Florida Security of Communications Act, Fla. Stat. § 934.04

72. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

73. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

74. Fla Stat. § 934.04 provides a private right of action against:

[A]ny person who intentionally:

(a) Sends through the mail or otherwise sends or carries any electronic, mechanical, or other device, knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the illegal interception of wire, oral, or electronic communications as specifically defined by this chapter; or

(b) Manufactures, assembles, possesses, or sells any electronic, mechanical, or other device, knowing or having reason to know that the design of such device renders it primarily useful for the purpose of the illegal interception of wire, oral, or electronic communications as specifically defined by this chapter[.]

Fla Stat. § 934.04(1).

75. At all relevant times, by implementing QM's wiretaps, Defendant intentionally possessed a wiretap device that is primarily or exclusively designed or intended for eavesdropping upon the communications of another.

76. QM's code is a "device" that is "primarily useful" for eavesdropping. That is, QM's embedded code is designed to gather PII, including keystrokes, mouse clicks, and other electronic communications.

77. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps.

78. Plaintiff and Class Members seek all relief available under Fla. Stat. § 934.10, including declaratory and injunctive relief, statutory damages at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher, punitive damages, attorneys' fees, and costs.

COUNT III

Invasion of Privacy Under Florida Law

79. Plaintiff repeats and incorporates the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

80. Plaintiff brings this claim individually and on behalf of the Class Members against Defendant.

81. Plaintiff and Class Members have an interest in: (1) precluding the dissemination and/or misuse of their sensitive, confidential PII; and (2) making personal decisions and/or conducting personal activities without observation, intrusion, or interference.

82. At all relevant times, by implementing QM's wiretaps on BBB's Websites, Defendant intentionally invaded Plaintiff's and Class Members' privacy rights under Florida law.

83. Plaintiff and Class Members had a reasonable expectation that their PII and other data would remain confidential and that Defendant would not install wiretaps on the Websites.

84. Plaintiff and Class Members did not consent to any of Defendant's actions in implementing QM's wiretaps on the Websites.

85. This invasion of privacy is serious in nature, scope, and impact.

86. The invasion of privacy alleged herein constitutes an egregious breach of the social norms underlying the right to privacy.

87. Plaintiff and Class Members seek all relief available for invasion of privacy claims under Florida law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- (a) For an order certifying the Class under Florida Rule of Civil Procedure 1.220 and naming Plaintiff as the representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- (b) For an order declaring that the Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiff and the Class on all Counts asserted herein;
- (d) For compensatory, punitive, and/or statutory damages in amounts to be determined by the Court and/or jury;
- (e) For prejudgment interest on all amounts awarded;
- (f) For an order of restitution and all other forms of equitable monetary relief;
- (g) For injunctive relief as pleaded or as the Court may deem proper; and
- (h) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

JURY DEMAND

Plaintiff and Class Members hereby demand a trial by jury.

DOCUMENT PRESERVATION DEMAND

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases, or other itemizations associated with the allegations herein, including all records, lists, electronic databases, or other itemizations in the possession of any vendors, individuals, and/or companies contracted, hired, or directed by Defendant to assist in sending the alleged communications.

Dated: March 11, 2021

Respectfully submitted,

By: /s/ Avi R. Kaufman
Avi R. Kaufman, Esq. (Florida Bar No. 84382)
KAUFMAN P.A
400 Northwest 26th Street
Miami, Florida 33127
kaufman@kaufmanpa.com
(305) 469-5881

Counsel for Plaintiff and all others similarly situated

EXHIBIT C



MIAMI-DADE COUNTY CLERK OF THE COURTS

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MANUEL GONZALEZ VS BUY BUY BABY, INC.	
Local Case Number: 2021-006016-CA-01	Filing Date: 03/11/2021
State Case Number: 132021CA006016000001	Judicial Section: CA07
Consolidated Case No.: N/A	Case Type: Other Civil Complaint
Case Status: OPEN	

Parties	Total Of Parties: 2 +
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Hearing Details	Total Of Hearings: 0 +
-----------------	------------------------

Dockets	Total Of Dockets: 9 -
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	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	8	04/19/2021		Notice of Appearance	Event	Parties: Salky Mark A; Buy Buy Baby Inc.
	7	04/19/2021		Notice of Appearance	Event	Parties: Peral Stephanie; Buy Buy Baby Inc.
		03/16/2021		20 Day Summons Issued	Service	
	6	03/16/2021		ESummons 20 Day Issued	Event	Parties: Buy Buy Baby Inc.
	5	03/16/2021		Receipt:	Event	RECEIPT#:2560170 AMT PAID:\$10.00 NAME:KAUFMAN, AVI R 2525 PONCE DE LEON BLVD STE 625 CORAL GABLES FL 33134-6051 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$10.00 RECEIPT DATE:03/16/2021 REGISTER#:256 CASHIER:EFILINGUSER
	3	03/13/2021		Receipt:	Event	RECEIPT#:2540086 AMT PAID:\$401.00 NAME:KAUFMAN, AVI R 2525 PONCE DE LEON BLVD STE 625 CORAL GABLES FL 33134-6051 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$401.00 RECEIPT DATE:03/13/2021 REGISTER#:254 CASHIER:EFILINGUSER
	4	03/12/2021		(M) 20 Day (C) Summons (Sub) Received	Event	
	2	03/11/2021		Complaint	Event	

			Docket	Event	
Number	Date	Book/Page	Entry	Type	Comments
1	03/11/2021		Civil Cover Sheet - Claim Amount	Event	

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305-275-1155

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FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Manuel Gonzalez
Plaintiff

Case # _____
Judge _____

vs.

Buy Buy Baby, Inc.
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

3

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- no
- yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Avi Kaufman
Attorney or party

Fla. Bar # 84382
(Bar # if attorney)

Avi Kaufman
(type or print name)

03/11/2021
Date

<input checked="" type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2021-006016-CA-01
PLAINTIFF(S) MANUEL GONZALEZ individually and on behalf of all those similarly situated,	VS. DEFENDANT(S) BUY BUY BABY, INC.	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): Buy Buy Baby, Inc. c/o The Prentice-Hall Corporation System, Inc.

 251 Little Falls Drive, Wilmington, DE 19808 _____

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: Avi R. Kaufman, Kaufman P.A.
 whose address is: 400 NW 26th St., Miami, FL 33127
 Email: Avi@Kaufmanpa.com; Tele: 305.469.5881

CLOCK IN

within 20 days “ **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**” after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	DEPUTY CLERK	DATE
--	--------------	------

**AMERICANS WITH DISABILITIES ACT OF 1990
 ADA NOTICE**

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court’s ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.”

Filing # 123028370 E-Filed 03/12/2021 03:30:32 PM

<input checked="" type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2021-006016-CA-01
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____ 251 Little Falls Drive, Wilmington, DE 19808 _____

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: Avi R. Kaufman, Kaufman P.A.

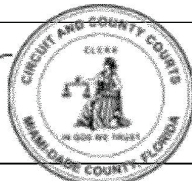
whose address is: 400 NW 26th St., Miami, FL 33127

Email: Avi@Kaufmanpa.com; Tele: 305.469.5881

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	 308760 DEPUTY CLERK	DATE 3/16/2021
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**AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE**

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court’s ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.”

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI COUNTY, FLORIDA
CIVIL DIVISION

CASE NO. 2021-006016-CA-01

MANUEL GONZALEZ, individually
and on behalf of all those similarly
situated,

Plaintiff,

vs.

BUY BUY BABY, INC.

Defendant.

NOTICE OF APPEARANCE AND DESIGNATION OF EMAIL ADDRESSES
ON BEHALF OF BUY BUY BABY, INC.

PLEASE TAKE NOTICE that MARK A. SALKY, of GREENBERG TRAUERIG, P.A., hereby files his Notice of Appearance as Counsel for Defendant, BUY BUY BABY, INC., and in accordance with Florida Bar Rule of Judicial Administration 2.516, hereby designates the following email addresses for receipt of all pleadings, orders, papers, notices, discovery and documents in the above-styled action:

Primary Address: salkym@gtlaw.com
Additional Address: burkek@gtlaw.com
Additional Address: FLService@gtlaw.com

Respectfully submitted,

GREENBERG TRAUERIG, P.A.
333 Southeast Second Avenue, Suite 4400
Miami, Florida 33131
Telephone: 305.579.0500
Facsimile: 305.579.0717

By: /s/ Mark A. Salky

MARK A. SALKY
Florida Bar No. 058221
STEPHANIE PERAL
Florida Bar No. 119324

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of April 2021, I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record identified below either via transmission of Notices of Electronic Filing generated by CM/ECF, or in some other authorized manner for those counsel or parties who are not authorized to receive Notices of Electronic Filing.:

Avi R. Kaufman, Esq.
KAUFMAN, P.A.
400 Northwest 26th Street
Miami, Florida 33127
kaufman@kaufmanpa.com
305-469-5881

/s/ Mark A. Salky
MARK A. SALKY

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI COUNTY, FLORIDA
CIVIL DIVISION

CASE NO. 2021-006016-CA-01

MANUEL GONZALEZ, individually
and on behalf of all those similarly
situated,

Plaintiff,

vs.

BUY BUY BABY, INC.

Defendant.

NOTICE OF APPEARANCE AND DESIGNATION OF EMAIL ADDRESSES
ON BEHALF OF BUY BUY BABY, INC.

PLEASE TAKE NOTICE that STEPHANIE PERAL, of GREENBERG TRAUERIG, P.A., hereby files her Notice of Appearance as Counsel for Defendant, BUY BUY BABY, INC., and in accordance with Florida Bar Rule of Judicial Administration 2.516, hereby designates the following email addresses for receipt of all pleadings, orders, papers, notices, discovery and documents in the above-styled action:

Primary Address: peral@gtlaw.com
Additional Address: collazoe@gtlaw.com
Additional Address: FLService@gtlaw.com

Respectfully submitted,

GREENBERG TRAUERIG, P.A.
333 Southeast Second Avenue, Suite 4400
Miami, Florida 33131
Telephone: 305.579.0500
Facsimile: 305.579.0717

By: /s/ Stephanie Peral

MARK A. SALKY
Florida Bar No. 058221
STEPHANIE PERAL
Florida Bar No. 119324

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of April 2021, I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record identified below either via transmission of Notices of Electronic Filing generated by CM/ECF, or in some other authorized manner for those counsel or parties who are not authorized to receive Notices of Electronic Filing.:

Avi R. Kaufman, Esq.
KAUFMAN, P.A.
400 Northwest 26th Street
Miami, Florida 33127
kaufman@kaufmanpa.com
305-469-5881

/s/ Stephanie Peral
STEPHANIE PERAL

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. _____

MANUEL GONZALEZ, on behalf of himself
and others similarly situated,

Plaintiff,

v.

BUY BUY BABY, INC.,

Defendant.

State Court Case No.

2021-006016-CA-01, 11th Jud. Cir.,
Miami-Dade County, Florida

Putative Class Action

_____ /

DECLARATION OF JOHN CARTON

1. I, John Carton, am over the age of 18 and have personal knowledge of the facts set forth herein. If called and sworn as a witness, I could and would testify competently under oath to what I declare herein.

2. I am the Senior Director of Digital Engineering at Buy Buy Baby, Inc. I have served in this capacity since 2019. As Senior Director of Digital Engineering, I oversee the technical architecture for Buy Buy Baby, Inc.’s digital engineering group and the technical operations supporting its e-commerce business. My responsibilities include managing Buy Buy Baby, Inc.’s site reliability engineering team and third-party vendors to ensure the availability, performance and security of Buy Buy Baby, Inc.’s ecommerce platform. I make this Declaration based on my personal knowledge and my review of Buy Buy Baby, Inc.’s records pertaining to its website, www.buybuybaby.com (the “Website”), which are created and maintained in the ordinary course of business.

3. Buy Buy Baby, Inc. is a corporation incorporated in Delaware with its principal place of business in New Jersey.

4. During my employment at Buy Buy Baby, Inc., I have become familiar with the Website, including information about the average number of visitors to the Website each day, as well as the billing addresses entered by individuals making purchases of product through the Website.

5. The Website averages between 100,000 and 120,000 visitors each day. Between March 11, 2019 and March 11, 2021, Buy Buy Baby, Inc. had well in excess of 5,000 Florida visitors to the Website based on the number of unique Florida billing addresses used online to make purchases through the Website.

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

Executed on May 5, 2021.

Union, New Jersey

DocuSigned by:

2A89A887C3534GD...
John Carton

EXHIBIT D

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Manuel Gonzalez, individually and on behalf of DEFENDANTS Buy Buy Baby, Inc.

(b) County of Residence of First Listed Plaintiff Miami-Dade County, FL (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Kaufman P.A.; 400 NW 26th Street, Miami, FL 33127; 305-469-5881 Attorneys (If Known) Greenberg Traurig, P.A.; 333 S.E. 2nd Avenue, Suite 4000, Miami, FL

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

Grid for Basis of Jurisdiction and Citizenship of Principal Parties with checkboxes for U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF/DEF 1-6, and Incorporated or Principal Place of Business.

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions

Large grid for Nature of Suit with categories: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge or Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Florida Security of Communications Act, Fla. Stat. § 934.03 and Invasion of Privacy under Florida law LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD Mark A. Salkey

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment)”.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an “X” in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge’s decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an “X” in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Buy Buy Baby Accused of 'Wiretapping' Florida Website Users](#)
