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11 Attorneys for SQUARE, INC.

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA  
14

15 A. TRENT RUARK, individually and  
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 SQUARE, INC., a Delaware  
20 corporation; Does 1-10,

21 Defendants.

Case No. '19CV1196 GPC KSC

**NOTICE OF REMOVAL**

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1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that Defendant Square, Inc. (“Square”) hereby  
3 removes the above-captioned matter, commenced as Case Number 37-2019-  
4 00024742-CU-BT-CTL in the Superior Court of the State of California for the  
5 County of San Diego (the “Action”), to the United States District Court for the  
6 Southern District of California, pursuant to 28 U.S.C. §§ 1332(d), 1441, and 1446.  
7 In support of its Notice of Removal, Square states the following:

8 1. On May 14, 2019, Plaintiff A. Trent Ruark, individually and on behalf  
9 of a putative class, filed the Action in the Superior Court of the State of California  
10 for the County of San Diego against Square.

11 2. At the earliest, Plaintiff first served Square with a summons and a copy  
12 of the Complaint on May 29, 2019. This removal petition is therefore timely under  
13 28 U.S.C. § 1446(b).

14 3. Plaintiff asserts claims for violations of the California Customer  
15 Records Act (“CRA”), Cal. Civ. Code §§ 1798.80 *et seq.*; the California  
16 Confidentiality of Medical Information Act (“CMIA”), Cal. Civ. Code §§ 56, *et*  
17 *seq.*; California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code  
18 §§ 17200, *et seq.*; and a claim for negligence. The UCL claim is predicated in part  
19 on alleged violations of the federal Health Insurance Portability and Accountability  
20 Act. (Compl. ¶¶ 59–61.) Plaintiff seeks an injunction requiring Square “to prevent  
21 and remedy” the challenged “Automatic Receipt” practices alleged in the  
22 Complaint. (Compl. ¶ 5; Prayer ¶ D.) Plaintiff also seeks, *inter alia*, statutory  
23 damages, compensatory damages, punitive damages, restitution, and attorneys’ fees  
24 and costs. (Prayer ¶¶ C–F.)

25 4. The Action is a putative class action over which this Court has original  
26 jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) (the “Class Action Fairness Act”  
27 or “CAFA”). It is (i) a class action; (ii) in which at least one member of the putative  
28 class of plaintiffs is a citizen of a state different from that of the Defendant; (iii) the

1 number of members of the putative class of plaintiffs is not less than 100; and (iv)  
2 the amount allegedly in controversy exceeds \$5,000,000, exclusive of interests and  
3 costs. *See* 28 U.S.C. § 1332(d)(2), (d)(5)(B). Because the Action meets CAFA’s  
4 requirements, it may be removed to this Court under the provisions of 28 U.S.C.  
5 §§ 1446 and 1453.

### 6 CAFA Elements

7 5. Covered Class Action. A case satisfies CAFA’s class action  
8 requirement if it is “filed under Rule 23 of the Federal Rules of Civil Procedure or  
9 similar State statute . . . authorizing an action to be brought by 1 or more  
10 representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). The Action  
11 satisfies this definition, because Plaintiff brings his suit “as a class action pursuant to  
12 California [Civil Code] § 382” (Compl. ¶ 25), which is California’s equivalent to  
13 Rule 23. *See Baumann v. Chase Inv. Serv. Co.*, 747 F.3d 1117, 1121 (9th Cir. 2014)  
14 (referring to Cal. Civ. Code § 382 as “the California class action statute”).

15 6. Diversity. The diversity requirement of § 1332(d) is satisfied if at least  
16 one putative class member is a citizen of a different state than at least one defendant.  
17 28 U.S.C. § 1332(d)(2)(A). Here, Plaintiff purports to bring the Action on behalf of  
18 “[a]ll individuals who paid for health care services using Square’s credit card  
19 processing services and who received an Automatic Receipt for such services.”  
20 (Compl. ¶ 25.) So defined, the class includes members nationwide, and CAFA’s  
21 diversity requirement is satisfied.

22 7. The Putative Class Exceeds 100 Members. Plaintiff alleges “[t]here are  
23 thousands of members in the proposed Class,” exceeding CAFA’s 100-member  
24 requirement. (Compl. ¶ 27); 28 U.S.C. § 1332(d)(5)(B).

25 8. Amount in Controversy. CAFA’s amount in controversy requirement  
26 is met if the claims of individual class members, when aggregated, exceed  
27 \$5,000,000 exclusive of interests and costs. 28 U.S.C. § 1332(d)(2), (6). That  
28

1 requirement is satisfied here based on the allegations of the Complaint.<sup>1</sup> Among  
2 other forms of relief, Plaintiff seeks statutory damages, compensatory damages,  
3 punitive damages, restitution, an injunction, and attorneys’ fees and costs. (Prayer  
4 ¶¶ C–F.) Statutory damages are available under both the CRA and CMIA: \$1,000  
5 in statutory damages per violation of the CRA, and \$1,000 in statutory damages for  
6 a negligent violation of CMIA. Cal. Civ. Code §§ 1798.84(c); 56.36(b)(1); (Compl.  
7 ¶¶ 24, 44, 55). Given the alleged class size of “thousands,” *id.* ¶ 27, and that the  
8 CRA and CMIA together provide for, at a minimum, \$2,000 in statutory damages  
9 per *violation*, the amount in controversy based on statutory damages alone more  
10 than plausibly exceeds \$5,000,000. *See, e.g., Chabner v. United of Omaha Life Ins.*  
11 *Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000) (noting that courts may consider  
12 statutory damages for purposes of calculating amount in controversy); *Perez v.*  
13 *Nidek Co.*, 657 F. Supp. 2d 1156, 1162 (S.D. Cal. 2009) (“As for the amount-in-  
14 controversy requirement . . . it appears that the requirement is easily met based on  
15 the scope of the purported class and the remedies sought—*i.e.*, statutory damages  
16 . . . and restitution under the UCL.”).

17 9. In addition, the value of any injunctive relief—including seeking to bar  
18 Square’s “Automatic Receipt” practices as alleged in the complaint—as well as the  
19 amount of any attorneys’ fees award, may be included within the amount in  
20 controversy requirement, further ensuring that the \$5,000,000 figure is satisfied  
21

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22 <sup>1</sup> An evidentiary showing of the amount in controversy is unnecessary to support a  
23 notice of removal. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S.  
24 81, 135 S. Ct. 547, 553–54 (2014) (“[T]he defendant’s amount-in-controversy  
25 allegation should be accepted when not contested by the plaintiff or questioned by  
26 the court.”). The notice of removal need include no more than a “plausible  
27 assertion” that the amount in controversy exceeds CAFA’s jurisdictional  
28 requirements. *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1197–98 (9th Cir.  
2015). As set forth herein, Plaintiff’s allegations on their face satisfy CAFA’s  
amount in controversy requirement.

1 here. *See Gonzales v. CarMax Auto Superstores, LLC*, 840 F.3d 644, 648–49 (9th  
2 Cir. 2016) (“[T]he amount in controversy . . . includes, *inter alia*, damages  
3 (compensatory, punitive, or otherwise) and the cost of complying with an injunction,  
4 as well as attorneys’ fees . . . .”); *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir.  
5 2002); *Perez*, 657 F. Supp. 2d at 1162.<sup>2</sup>

6 10. No CAFA Exceptions. The Action does not fall within any exclusion  
7 to removal jurisdiction recognized by 28 U.S.C. § 1332(d).

8 **Procedural Matters**

9 11. No Waiver or Admission. This Notice of Removal is filed for the  
10 purpose of establishing jurisdiction only. Square denies the allegations and damages  
11 claimed in the Complaint, including all statutory damages, and files this Notice  
12 without waiving any defenses, exceptions, or obligations that may exist in its favor  
13 in either state or federal court. Nothing in this Notice constitutes an admission of  
14 any of the allegations in the Complaint, including whether Plaintiff is entitled to  
15 bring this case as a class action or recover any relief whatsoever as a result of his  
16 claims.

17 12. Removal to Proper Court. This Court is part of the “district and  
18 division embracing the place where” the Action was filed—that is, San Diego  
19 County, California. 28 U.S.C. § 1446(a).

20 13. Pleadings and Process. As required by 28 U.S.C. § 1446(a), attached as  
21 Exhibit A is “a copy of all process, pleadings, and orders served upon” or obtained  
22 by Square.

23  
24 \_\_\_\_\_  
25 <sup>2</sup> In asserting that the amount in controversy requirement is met here, Square of  
26 course does not concede that Plaintiff’s claims have merit or that the putative class  
27 ultimately would be entitled to any amount of monetary relief. *See Lewis v. Verizon*  
28 *Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (“The amount in controversy is  
simply an estimate of the total amount in dispute, not a prospective assessment of  
defendant’s liability.”).

1           14.   Filing and Service. A copy of this Notice of Removal is being filed  
2 with the Clerk of the Superior Court of the State of California for the County of San  
3 Diego, and is being served on all counsel of record, consistent with 28 U.S.C.  
4 § 1446(d). The Superior Court of the State of California for the County of San  
5 Diego is located within this district.

6           BASED ON THE FOREGOING, Square hereby removes this Action, now  
7 pending in the Superior Court of the State of California for the County of San  
8 Diego, Case Number 37-2019-00024742-CU-BT-CTL, to the United States District  
9 Court for the Southern District of California.

10  
11 DATED: June 26, 2019

MUNGER, TOLLES & OLSON LLP

12  
13  
14 By: /s/ Jonathan H. Blavin

JONATHAN H. BLAVIN

Attorneys for SQUARE, INC.

E-mail: jonathan.blavin@mto.com

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CIVIL COVER SHEET

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.)

I. (a) PLAINTIFFS

A. Trent Ruark, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Finkelstein & Krinsk LLP, Jeffrey R. Krinsk (SBN 109234), Trenton R. Kashima, (SBN 291405) 550 W C Street, Suite 1760, San Diego, CA 92101 (see attachment)

DEFENDANTS

Square, Inc., a Delaware corporation; Does 1 -10

County of Residence of First Listed Defendant San Diego (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. 19CV1196 GPC KSC

Attorneys (If Known) Jonathan H. Blavin (SBN 230269), Bryan H. Heckenlively (SBN 279140), MUNGER, TOLLES & OLSON LLP, 560 Mission St., Twenty-Seventh Fl., San Francisco, CA 94105-2907 (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 (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

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

Large table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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, 8 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, 1441, and 1446. Diversity jurisdiction under the Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Unlimited CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 06/26/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Jonathan H. Blavin

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



**Attachment to Civil Cover Sheet**

**Counsel for Plaintiff (continued)**

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trk@classactionlaw.com

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**Counsel for Defendant (continued)**

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SARA A. McDERMOTT (State Bar No. 307564)

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# **Exhibit A**

**SUMMONS  
(CITACION JUDICIAL)**

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

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

SQUARE, INC. a Delaware corporation; and Does 1-10

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**05/14/2019 at 01:58:38 PM**

Clerk of the Superior Court  
By Melinda McClure, Deputy Clerk

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

A. Trent Ruark, individually and on behalf of all others similarly situated

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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):

Superior Court of California, San Diego  
330 West Broadway, San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):

37-2019-00024742-CU-BT-CTL

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):

Trenton Kashima, Finkelstein & Krinsk LLP, 550 W.C Street, Ste 1760, San Diego, CA 92101 619.238.1333

DATE: 05/15/2019  
(Fecha)

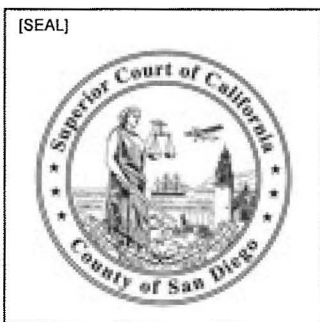
Clerk, by  
(Secretario)

*M McClure*  
M. McClure

, Deputy  
(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):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date):

1 FINKELSTEIN & KRINSK LLP  
Jeffrey R. Krinsk, Esq. (SBN 109234)  
2 jrkr@classactionlaw.com  
Trenton R. Kashima, Esq. (SBN 291405)  
3 trkr@classactionlaw.com  
550 West C St., Suite 1760  
4 San Diego, California 92101  
Telephone: (619) 238-1333  
5 Facsimile: (619) 238-5425

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**05/14/2019** at 01:58:38 PM  
Clerk of the Superior Court  
By Melinda McClure, Deputy Clerk

6 *Attorneys for Plaintiff*  
7 *and the Putative Class*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 **A. TRENT RUARK**, individually and on behalf  
of all others similarly situated,

11 Plaintiff,

12 v.

13 **SQUARE, INC.** a Delaware corporation; and  
**DOES 1-10,**

14 Defendants.

Case No: 37-2019-00024742-CU-BT-CTL

**CLASS ACTION COMPLAINT FOR:**

1. **VIOLATION OF CAL. CIVIL  
CODE §§ 1798.80, et seq.;**

2. **VIOLATION OF CAL. CIVIL  
CODE § 56, et seq.;**

3. **VIOLATION OF CAL. BUS. &  
PROF. CODE §§ 17200, et seq.**

4. **NEGLIGENCE**

**JURY TRIAL DEMANDED**

1 Plaintiff A. Trent Ruark (“Plaintiff”) individually and on behalf of all others similarly  
2 situated, based on the investigation of counsel and his own individual knowledge as to Plaintiff’s  
3 own circumstances, hereby complain against defendant Square, Inc. (“Square”) as follows:

4 **I. INTRODUCTION**

5 1. Square is a payment processing company based in San Francisco, California. The  
6 company markets several software and hardware point-of-sale solutions and credit card processing  
7 services for small to mid-size businesses. As part of its credit card processing services, Square  
8 provides electronic invoices to consumers for transactions using Square’s payment processing.

9 2. Square markets its credit card processing services specifically to health care providers  
10 by stating that Square will contractually safeguard the protected medical information of their  
11 customers:

12 Square’s approach to security is designed to protect both you and your customers. If  
13 you are subject to **HIPAA as a Covered Entity or Business Associate** (as defined in  
14 HIPAA) and use the Services in a manner that causes Square to create, receive,  
maintain, or transmit Protected Health Information (PHI) on your behalf, then you  
agree to the **HIPAA Business Associate Agreement** (“HIPAA BAA”).

15 See <https://squareup.com/help/us/en/article/5091-hipaa-compliance> (last accessed on May 6, 2019)  
16 (emphasis in original).

17 3. Plaintiff is the patient of a health care provider that uses Square for its payment  
18 processing. When Plaintiff paid for his medical services, he was surprised to learn that his invoice  
19 was sent *via* an unsecure text message and website to his friend. Plaintiff has no idea how his  
20 friend’s contact information became associated with his credit card or this particular transaction and  
21 never consented to his medical information being shared.

22 4. This unauthorized disclosure results from Square’s lack of any appreciable security  
23 measures to ensure that protected personal medical information (or any other receipt sent by  
24 Square) is not disclosed to third parties. The use of such insecure communications to send  
25 personally identifiable medical information is a violation of both state and federal law, including  
26 the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the California  
27 Medical Information Act (“CMIA”).

28 5. Plaintiff brings this proposed class action lawsuit on behalf of himself and other

1 individuals whose protected personal and medical information has been compromised as a result of  
2 Square's negligent approach to medical billing. Plaintiff alleges that Square failed to adequately  
3 secure the privacy of patients' medical information. Plaintiff seeks injunctive relief requiring  
4 Square to implement and maintain effective security practices that comply with regulations  
5 designed to prevent and remedy these types of data breaches, as well as restitution, damages, and  
6 other relief.

7 **II. JURISDICTION AND VENUE**

8 6. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the  
9 California Constitution, Code of Civil Procedure §§ 382 and 410.10.

10 7. This Court has jurisdiction over Defendant because it is registered to conduct, and do  
11 conduct, substantial business within California including providing payment processing services  
12 within the state. Additionally, Defendant is headquartered in California, and directs the business  
13 practices at issue from this state.

14 8. Venue is proper in this Court pursuant to Code of Civil Procedure § 395 because  
15 Plaintiff's information was provided to Defendant in this County, and a substantial or significant  
16 portion of the conduct complained of herein occurred and continues to occur within this County.

17 **III. PARTIES**

18 9. Plaintiff A. Trent Ruark was, at all times relevant hereto, a resident of California and  
19 a citizen of California. Plaintiff Ruark paid for healthcare services at a healthcare provider that uses  
20 Square's credit card processing services on May 3, 2019. The invoice for Plaintiff Ruark's  
21 healthcare services was disclosed by Square to a third-party, without his consent, due to  
22 Defendant's inadequate security practices.

23 10. Defendant Square, Inc. is a Delaware corporation with its headquarters in San  
24 Francisco, California. Square knowingly provides credit card processing services to healthcare  
25 providers and provides electronic invoices for those healthcare providers which contains protected  
26 personal and medical information.

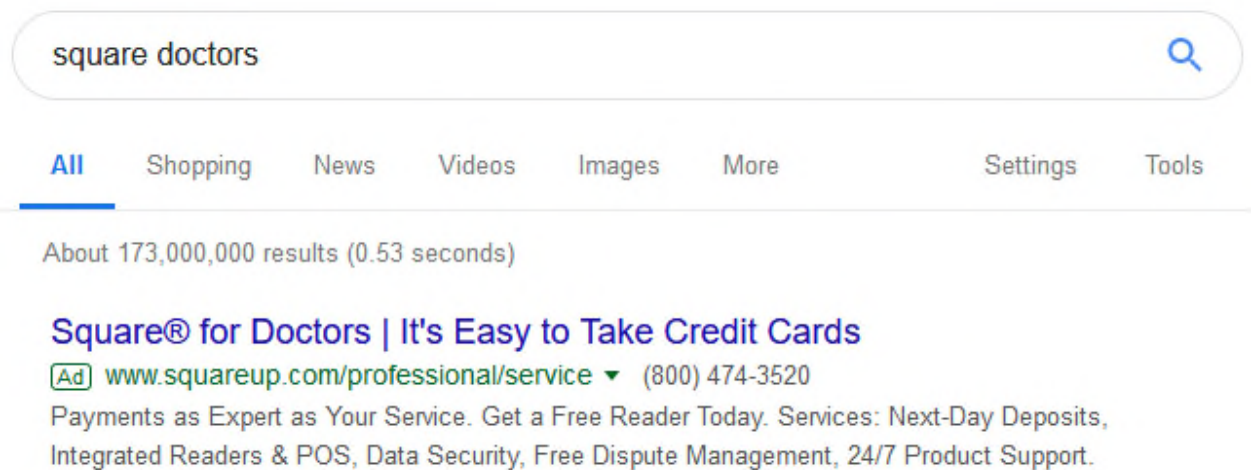
27 **IV. SUBSTANTIVE ALLEGATIONS**

28 11. Square markets and sells software and hardware to allow businesses to process credit



1 card credit transactions. Square’s payment software and point-of-sale solutions are targeted  
 2 primarily at small businesses that want a simple, easy to use method for processing card credit  
 3 payments. Because Square contracts with businesses and not their customers, consumers who use  
 4 credit cards at a business that uses Square cannot avoid using Square’s services.

5 12. As part of Square’s marketing strategy, it advertises its goods and services to  
 6 professionals, including doctors and other healthcare service providers. Indeed, if you were to  
 7 google “square” and “doctors,” an advertisement would appear for “Square® for Doctors | It’s Easy  
 8 to Take Credit Cards” (*See below*).



18 Square is well aware that its services are being used to bill for medical services and actively seeks to  
 19 provide payment services to a broad spectrum of healthcare providers.

20 13. When Square processes a payment, it generally sends an electronic invoice to the  
 21 holder or authorized user of the credit card associated with the payment *via* text message or email.  
 22 This is known as an “Automatic Receipt” and is marketed as a feature of Square’s payment  
 23 processing. Automatic Receipts are enabled by default, meaning that consumers will receive  
 24 Automatic Receipts unless specifically unsubscribed from the Automatic Receipts option.

25 14. In order to send Automatic Receipts, Square must associate a credit card number with  
 26 either a cellular phone number or an email address. Square explains: “After your first purchase at a  
 27 Square seller, you’ll have the option to provide your email address or phone number if you would  
 28 like to receive digital receipts, either texted or emailed to you. Once you provide an email address,  
 you’ll start receiving digital receipts everytime you make a purchase with a Square Seller using the

1 payment card.”<sup>1</sup> Put differently, once you allow Square to email or text a receipt of your credit card  
2 transaction, all future transactions with that card trigger an automatic receipt to the same phone  
3 number or email address.

4 15. Nowhere during this process does Square disclose that it may send future medical  
5 invoices to the provided phone number or email address. Nor does Square solicit consumer’s  
6 consent to send electronic medical invoices.

7 16. Often Automatic Receipts are sent to the wrong phone number or email address. This  
8 may be due to an input error by the seller or purchaser, confusion created when a group of  
9 individuals pay for a good or service, when an individual wants a receipt to be sent to someone else  
10 for a particular purchase, or for a host of other reasons. Automatic Receipts being sent to the wrong  
11 phone number or email address is such a regular occurrence that they address the issue on their  
12 website<sup>2</sup> and maintain a link at the bottom of each receipt to report that it is “Not Your Receipt?”

13 17. Payment, and related invoices, for medical services should be confidential. Under  
14 HIPAA and the CMIA, medical invoices which identify the patient are considered Protected Health  
15 Information (“PHI”) and may not be disclosed to third parties without consent. This obligation  
16 does not only apply to healthcare providers, but also to “Business Associates” and other contractors  
17 who provide administrative services to healthcare providers. Indeed, Square is aware of HIPAA  
18 requirements because it has a “HIPAA Business Associate Agreement” for healthcare providers,  
19 which states its obligations to comply with HIPAA’s requirements.

20 18. Medical invoices are particularly sensitive because they contain information  
21 regarding the identity of the patient, the identity of the healthcare provider, the cost of the service  
22 provide, the date of the service, and basic payment information (such as the credit card used). With  
23 this information an individual can often glean private medical information. For example, the  
24 identity of the healthcare provider providing the invoice (*i.e.* a fertility specialist, addiction  
25 specialist, oncologist, plastic surgeon, psychiatrist, *etc.*) can readily divulge the nature of the  
26

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27 <sup>1</sup> <https://squareup.com/help/us/en/article/5212-automatic-receipts> (last accessed on May 6,  
2019).

28 <sup>2</sup> See “What if I received a receipt that wasn’t meant for me?”  
<https://squareup.com/help/us/en/article/5212-automatic-receipts> (last accessed on May 6, 2019).



1 treatment provided or the medical condition at issue.

2 19. Under its HIPAA Business Associate Agreement, Square acknowledges that it is  
3 subject to HIPAA's standards and requirements:

4 We will not Use or Disclose PHI other than as permitted or required by this HIPAA  
5 BAA or as required by law. We agree to use appropriate safeguards and to comply,  
6 where applicable, with the Security Standards for Protection of Electronic Protected  
7 Health Information, 45 C.F.R. Part 164 Subpart C (the "Security Rule") with respect  
8 to Electronic Protected Health Information, to prevent Use or Disclosure of the PHI  
9 other than as provided for by this HIPAA BAA.

10 <https://squareup.com/us/en/legal/general/hipaa> (last accessed on May 6, 2019). These standards  
11 require the electronic communications to be secure (*i.e.* encrypted) and for systems to be  
12 implemented to prevent unauthorized access to PHI that is being transmitted over an electronic  
13 communications network. This applies to the transmission of medical invoices.

14 20. Square, however, does not even take the most basic steps to ensure that PHI is being  
15 secured or disclosed exclusively to an authorized recipient. Square does not confirm a patient's  
16 email address or phone number, or seek their authorization, prior to sending its Automatic Receipts  
17 for medical invoices. Nor when these Automatic Receipts are sent is there any authentication  
18 procedure (such as a login process) to confirm that the person viewing the receipt is the person  
19 authorized to view them. And the Automatic Receipts are not encrypted in any way; they can be  
20 viewed by anyone who happens upon the URL.

21 21. Plaintiff's experience is a perfect example of Square's failure to protect PHI. When  
22 Plaintiff paid for a medical service using Square's credit card processing on May 3, 2019, the  
23 invoice was sent *via* text message to Plaintiff's friend. This text message provided a link to an  
24 unsecure website that listed Plaintiff's name, provided a copy of Plaintiff's signature, the name and  
25 address of the healthcare service provider, the cost of the services provided, the date the services  
26 were provided, and the last four digits of the Plaintiff's credit card number. Plaintiff was never  
27 asked to confirm his cell phone number or email address when he was billed. Plaintiff was not  
28 asked to consent to receiving his invoice *via* an unsecured method. Plaintiff's friend did not need a  
login, password, or any other information to view Plaintiff's medical invoice online and this  
unsecure webpage with Plaintiff's medical invoice is still online. The text message was not secure,

1 and the website is accessible to anyone. Put simply, Square does absolutely nothing to secure this  
2 electronic communication of PHI, or to get a person's consent to send this information in the first  
3 place.

4 22. Because Square's business practices do not vary from person to person, or transaction  
5 to transaction, Square treats every medical invoice the same way. Accordingly, the illegal business  
6 practices described herein do not affect Plaintiff alone, but all Californians whose medical services  
7 are billed using Square.

8 23. Email and texting are not private means of communication and, generally, should not  
9 be used under HIPAA's Security Rule. However, Square violates HIPAA and the CMIA in other  
10 ways as well. Square should at least seek an individual's consent before sending information over  
11 unsecured emails, text messages, and websites. It does not.

12 24. Additionally, there is no reason for Square to use unsecured electronic  
13 communications to send medical invoices. Square could easily implement a method of user  
14 authorization or a secure communication process for billing involving healthcare providers (or any  
15 transaction). Alternatively, Square's payment systems allow Square to prevent Automatic Receipts  
16 from being used by specific sellers. Accordingly, if Square elected to do so, it could prevent  
17 Automatic Receipts being issued from healthcare providers, thus solving this problem. Yet, these  
18 common sense approaches are not taken.

19 Instead, Square elects to use *no security measures* when sending PHI. This business  
20 practice is illegal and leads to the unauthorized disclosure of PHI. Consequently, Plaintiff seeks  
21 compensatory damages, statutory damages, restitution, and injunctive relief on behalf of himself  
22 and the Class for Defendant's negligent handling and disclosure of their personal and medical  
23 information.

24 **V. CLASS ALLEGATIONS**

25 25. Plaintiff brings this action as a class action pursuant to California Code of Civil § 382  
26 for the following Class of persons:

27 All individuals who paid for health care services using Square's credit card  
28 processing services and who received an Automatic Receipt for such services.

1 Excluded from the Class are all legal entities, Defendant herein and any person, firm, trust,  
2 corporation, or other entity related to or affiliated with Defendant, as well as any judge, justice or  
3 judicial officer presiding over this matter and members of their immediate families and judicial staff.

4 26. Plaintiff reserves the right to amend the Class definition if further investigation and  
5 discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

6 27. While the exact number of Class members is unknown to Plaintiff at this time, and  
7 will be ascertained through appropriate discovery. There are thousands of members in the proposed  
8 Class. The number of individuals who comprise the Class are so numerous that joinder of all such  
9 persons is impracticable and the disposition of their claims in a class action, rather than in  
10 individual actions, will benefit both the parties and the courts.

11 28. Plaintiff's claims are typical of the claims of the other members of the Class. All  
12 members of the Class have been and/or continue to be similarly affected by Defendant's wrongful  
13 conduct as complained of herein, in violation of federal and state law. Plaintiff is unaware of any  
14 interests that conflict with or are antagonistic to the interests of the Class.

15 29. Plaintiff will fairly and adequately protect the Class members' interests and have  
16 retained counsel competent and experienced in consumer class action lawsuits and complex  
17 litigation. Plaintiff and their counsel have the necessary financial resources to adequately and  
18 vigorously litigate this class action, and Plaintiff is aware of their duties and responsibilities to the  
19 Class.

20 30. Defendant has acted with respect to the Class in a manner generally applicable to  
21 each Class member. Common questions of law and fact exist as to all Class members and  
22 predominate over any questions wholly affecting individual Class members. There is a well-defined  
23 community of interest in the questions of law and fact involved in the action, which affect all Class  
24 members. Among the questions of law and fact common to the Class are, *inter alia*:

25 a) Whether Defendant had a legal duty to use reasonable security measures to protect  
26 the Class's personal and medical information;

27 b) Whether Defendant acted reasonably in securing the Class's personal and medical  
28 information;

1 c) Whether Defendant negligently secured communications containing the Class's  
2 personal and medical information;

3 d) Whether the Class's personal and medical information was improperly accessed and  
4 retained by a third-party;

5 e) Whether the Class's medical information was disclosed to an unauthorized third-  
6 party;

7 f) Whether Defendant violated California Civil Code sections 1798.81.5 by failing to  
8 implement reasonable security procedures and practices;

9 g) Whether Defendant violated California Civil Code section 1798.82 by failing to  
10 notify Class members that their personal information had been compromised;

11 h) Whether Defendant violated California Civil Code section 56.10 by failing to  
12 maintain the confidentiality of class members' medical information;

13 i) Whether class members may obtain damages, restitution, declaratory, and injunctive  
14 relief against Defendant under Civil Code sections 1798.84, 56.36(b)(1), or under the UCL; and

15 j) Whether Plaintiff and class members are entitled to damages, restitution and  
16 injunctive relief.

17 31. A class action is superior to all other available methods for the fair and efficient  
18 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the  
19 damages suffered by individual Class members may be relatively small, the expense and burden of  
20 individual litigation make it virtually impossible for Class members to individually redress the  
21 wrongs done to them. There will be no difficulty in managing this action as a class action.

22 32. Defendant has acted on grounds generally applicable to the entire Class with respect  
23 to the matters complained of herein, thereby making appropriate the relief sought herein with  
24 respect to the Class as a whole.

25 **FIRST COUNT**  
26 **For Violation of the California Customer Records Act,  
California Civil Code Section 1798.80, et seq.**

27 33. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
28 paragraphs of this Complaint.

1           34. “[T]o ensure that personal information about California residents is protected,” the  
2 California Legislature enacted Civil Code section 1798.81.5, which requires that any business that  
3 “owns, licenses, or maintains personal information about a California resident shall implement and  
4 maintain reasonable security procedures and practices appropriate to the nature of the information,  
5 to protect the personal information from unauthorized access.”

6           35. Defendant is a “business” within the meaning of Civil Code section 1798.80(a).

7           36. Plaintiff and members of the Class are “individual[s]” and consumers within the  
8 meaning of the Civil Code section 1798.80(c) and (d).

9           37. Pursuant to Civil Code sections 1798.80(e) and 1798.81.5(d)(1)(C), “personal  
10 information” includes an individual’s name, debit card and credit card information, medical  
11 information, or health insurance information.

12           38. Pursuant to Civil Code section 1798.81.5(d)(2), “medical information” is defined as  
13 “any individually identifiable information, in electronic or physical form, regarding the individual’s  
14 medical history or medical treatment or diagnosis by a health care professional.”

15           39. By failing to implement reasonable measures to protect consumer’s personal and  
16 medical information, Defendant violated Civil Code section 1798.81.5.

17           40. The unauthorized and unsecured disclosure of thousands of individual’s medical  
18 information constituted a “breach of the security system” of Defendant, pursuant to Civil Code  
19 section 1798.82(g).

20           41. In addition, by failing to promptly notify all affected consumers that their personal  
21 information had been acquired (or was reasonably believed to have been acquired) by unauthorized  
22 persons, Defendant violated Civil Code section 1798.82.

23           42. By violating Civil Code sections 1798.81.5 and 1798.82, Defendant “may be  
24 enjoined” under Civil Code section 1798.84(e).

25           43. Accordingly, Plaintiff requests that the Court enter an injunction requiring Defendant  
26 to implement and maintain reasonable security procedures to protect customers’ data in compliance  
27 with the California Customer Records Act, including, but not limited to: (1) ordering that  
28 Defendant, consistent with industry standard practices, to ensure only authorized individuals have

1 access to medical invoices; (2) ordering that Defendant engage third party security auditors and  
2 internal personnel, consistent with industry standard practices, to run automated security  
3 monitoring; (3) ordering that Defendant audit, test, and train its security personnel regarding any  
4 new or modified procedures; (4) ordering that Defendant purge, delete, destroy in a reasonable  
5 secure manner medical invoices not necessary for its business operations; (5) ordering that  
6 Defendant, consistent with industry standard practices, conduct regular securing checks; and (6)  
7 ordering that Defendant, consistent with industry standard practices, periodically conduct internal  
8 training and education to inform internal security personnel how to identify and contain a breach  
9 when it occurs and what to do in response to a breach.

10 44. Plaintiff, individually and on behalf of the members of the Class, seeks all other  
11 remedies available under Civil Code section 1798.84, including, but not limited to: (a) damages  
12 suffered by members of the class; and (b) equitable relief. Plaintiff, individually and on behalf of  
13 the members of the Class, also seek reasonable attorneys' fees and costs under applicable law.

14 **SECOND COUNT**  
15 **For Violation of the Confidentiality of Medical Information Act Under**  
16 **California Civil Code § 56, *et seq.***

17 45. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
18 paragraphs of this Complaint.

19 46. The CMIA, section 56.06, provides that "Any business that offers software or  
20 hardware to consumers, including a mobile application or other related device that is designed to  
21 maintain medical information, as defined in subdivision (j) of Section 56.05, in order to make the  
22 information available to an individual or a provider of health care at the request of the individual or  
23 a provider of health care, for purposes of allowing the individual to manage his or her information,  
24 or for the diagnosis, treatment, or management of a medical condition of the individual, shall be  
25 deemed to be a provider of health care subject to the requirements of this part."

26 47. Section 56.10(c)(3) provides further that "The information may be disclosed to a  
27 person or entity that provides billing, claims management, medical data processing, or other  
28 administrative services for providers of health care or health care service plans or for any of the  
persons or entities specified in paragraph (2). However, information so disclosed shall not be

1 further disclosed by the recipient in a way that would violate this part.”

2 48. The CMIA requires Defendant to protect consumers’ confidential medical  
3 information and not release private medical information without signed proper authorization.

4 49. Defendant has violated CMIA section 56.10 that states “[a] provider of health care,  
5 health care service plan, or contractor shall not disclose medical information regarding a patient of  
6 the provider of health care or an enrollee or subscriber of a health care service plan without first  
7 obtaining an authorization.”

8 50. Defendant has violated CMIA section 56.26(a) that provides “No person or entity  
9 engaged in the business of furnishing administrative services to programs that provide payment for  
10 health care services shall knowingly use, disclose, or permit its employees or agents to use or  
11 disclose medical information possessed in connection with performing administrative functions for  
12 a program, except as reasonably necessary in connection with the administration or maintenance of  
13 the program, or as required by law, or with an authorization.”

14 51. Section 56.36(b) of the CMIA states that “[i]n addition to any other remedies  
15 available at law, an individual may bring an action against a person or entity who has negligently  
16 released confidential information or records concerning him or her in violation of this part, for  
17 either or both of the following: [...] nominal damages of one thousand dollars (\$1,000). In order to  
18 recover under this paragraph, it is not necessary that the plaintiff suffered or was threatened with  
19 actual damages [and] [t]he amount of actual damages, if any, sustained by the patient.”

20 52. Defendant violated the CMIA by negligently releasing Class members’ medical  
21 information to unauthorized thirty parties. Defendant did not obtain class members’ written  
22 authorization to disclose or release their medical information, as required by 56.11. As a result,  
23 Class members’ medical information was improperly retained, accessed and viewed. The disclosed  
24 data including Class members’ clinical information, such as medical conditions, treatments,  
25 diagnoses, and test results.

26 53. Among other things, Defendant is and was negligent in failing to use reasonable  
27 security procedures to prevent unauthorized access to invoices regarding medical services; failing to  
28 use reasonable authentication procedures; by failing to notify Class members that their private



1 medical information may have been compromised; and by allowing unauthorized access to Class  
2 members' invoices regarding medical services, all in violation of the CMIA.

3 54. On behalf of herself and the Class, Plaintiff seeks an order requiring Defendant to  
4 cease its violations of the CMIA. Among other things, Defendant should be required to stop  
5 negligently handling medical information and institute reasonable security procedures to protect  
6 medical information in compliance with the CMIA, including but not limited to: (1) ordering that  
7 Defendant, consistent with industry standard practices, to ensure only authorized individuals have  
8 access to medical invoices; (2) ordering that Defendant engage third party security auditors and  
9 internal personnel, consistent with industry standard practices, to run automated security  
10 monitoring; (3) ordering that Defendant audit, test, and train its security personnel regarding any  
11 new or modified procedures; (4) ordering that Defendant purge, delete, destroy in a reasonable  
12 secure manner medical invoices not necessary for its business operations; (5) ordering that  
13 Defendant, consistent with industry standard practices, conduct regular securing checks; and (6)  
14 ordering that Defendant, consistent with industry standard practices, periodically conduct internal  
15 training and education to inform internal security personnel how to identify and contain a breach  
16 when it occurs and what to do in response to a breach.

17 55. Plaintiff further seeks an award of at least \$1,000 in nominal damages for each Class  
18 member whose information was discussed to an unauthorized email or text message recipient  
19 pursuant to section 56.36(b)(1) of the CMIA. An award of nominal damages is necessary to deter  
20 future violations by Defendant. Plaintiff, individually and on behalf of the members of the Class,  
21 also seek any other damages and reasonable attorneys' fees and costs.

22 **THIRD COUNT**  
23 **For Unlawful and Unfair Business Practices Under**  
**California Business and Professions Code § 17200, *et seq.***

24 56. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
25 paragraphs of this Complaint.

26 57. Defendant's acts and practices, as alleged in this complaint, constitute unlawful and  
27 unfair business practices, in violation of the Unfair Competition Law ("UCL"), Cal. Bus. & Prof.  
28 Code § 17200, *et seq.*

1           58. Square recognizes that it is subject to HIPAA when it provides medical invoicing and  
2 asserts under its “HIPAA Business Associate Agreement” that it is subject to certain legal  
3 requirements, including the Security Standards for Protection of Electronic Protected Health  
4 Information, 45 C.F.R. Part 164 Subpart C.

5           59. 45 CFR § 164.312 requires that Defendant to implement technical policies and  
6 procedures for electronic information systems that maintain electronic protected health information  
7 to allow access only to those persons authorized to do so, including unique name and/or number for  
8 identifying users and encrypting the electronic transmission of protected health information  
9 whenever deemed appropriate.

10           60. Defendant’s acts and practices, as alleged in this complaint, constitute unlawful and  
11 unfair practices in that they violate California Civil Code section 1798.80, *et seq.*, and the CMIA,  
12 HIPAA.

13           61. The acts, omissions, and conduct of Defendant constitute a violation of the unfair  
14 prong of the UCL because it failed to comport with a reasonable standard of care and public policy  
15 as reflected in statutes such as the Information Practices Act of 1977, Cal. Civ. Code § 1798, *et*  
16 *seq.*, HIPPA, and the California Customer Records Act, Cal. Civ. Code § 1798.80, *et seq.*, which  
17 seek to protect individuals’ data and ensure that entities who solicit or are entrusted with personal  
18 data utilize reasonable security measures.

19           62. As a direct and proximate result of Defendant’s unlawful business practices as alleged  
20 herein, Plaintiff and members of the class have suffered injury in fact.

21           63. There is no countervailing benefit to competition in allowing Defendant to  
22 improperly disclose and negligently maintained medical information.

23           64. As a result of Defendant’s violations, Plaintiff and members of the class are entitled  
24 to injunctive relief, including, but not limited to: (1) ordering that Defendant, consistent with  
25 industry standard practices, to ensure only authorized individuals have access to medical invoices;  
26 (2) ordering that Defendant engage third party security auditors and internal personnel, consistent  
27 with industry standard practices, to run automated security monitoring; (3) ordering that Defendant  
28 audit, test, and train its security personnel regarding any new or modified procedures; (4) ordering

1 that Defendant purge, delete, destroy in a reasonable secure manner medical invoices not necessary  
2 for its business operations; (5) ordering that Defendant, consistent with industry standard practices,  
3 conduct regular securing checks; and (6) ordering that Defendant, consistent with industry standard  
4 practices, periodically conduct internal training and education to inform internal security personnel  
5 how to identify and contain a breach when it occurs and what to do in response to a breach.

6 65. Plaintiff, individually and on behalf of the members of the Class, seeks all other  
7 remedies available under UCL, including, but not limited to restitution and any other equitable  
8 relief. Plaintiff, individually and on behalf of the members of the Class, also seeks reasonable  
9 attorneys' fees and costs under applicable law.

10 **FOURTH COUNT**  
11 **Negligence**

12 66. Plaintiff hereby incorporates by reference the allegations contained in the preceding  
13 paragraphs of this Complaint.

14 67. In collecting the personal, financial, and medical information for healthcare  
15 providers, Defendant owed Plaintiff and members of the Class a duty to exercise reasonable care in  
16 safeguarding and protecting that information. This duty included, among other things, maintaining  
17 Defendant's security systems and taking other reasonable security measures to protect and  
18 adequately secure the personal data of Plaintiff and the class from unauthorized access.

19 68. The duty Defendant owed to Plaintiff and members of the Class to protect their  
20 personal information is also underscored by the California Customer Records Act, CMIA and  
21 HIPAA, which recognize the importance of maintaining the confidentiality of personal and medical  
22 information and were established to protect individuals from improper disclosure of their medical  
23 information.

24 69. Defendant recognizes that is legally and contractually obligated to follow the  
25 standards set out in HIPAA, including the Security Standards for Protection of Electronic Protected  
26 Health Information, 45 C.F.R. Part 164 Subpart C.

27 70. Additionally, Defendant had a duty to timely disclose to Plaintiff and members of the  
28 Class that their personal information had been or was reasonably believed to have been

1 compromised. Timely disclosure was appropriate so that Plaintiff and members of the Class could,  
2 among other things, take actions to prevent or mitigate the risk of associated with such disclosures.

3 71. Defendant breached its duty to exercise reasonable care in protecting the personal  
4 information of Plaintiff and the Class by failing to implement and maintain adequate security  
5 measures to safeguard consumer's electronically transmitted PHI, such as encrypting the  
6 communications and requiring some method of user authentication.

7 72. It was foreseeable that if Defendant did not take reasonable security measures, the  
8 PHI of Plaintiff and members of the Class would be improperly disclosed. Corporations like  
9 Defendant face a higher threat of security breaches than other companies due in part to the sensitive  
10 and valuable nature of medical and financial data they possess. Defendant should have known to  
11 take precaution to secure its Plaintiff's and members of the Class's information.

12 73. As a direct and proximate result of Defendant's failure to exercise reasonable care  
13 and use commercially reasonable security measures, the PHI of the Class was accessed by an  
14 unauthorized individual.

15 74. Plaintiff and the Class seek nominal damages, compensatory damages, and punitive  
16 damages, the costs of suit and attorneys' fees, and other and further relief as this Court deems just  
17 and proper.

18 **VI. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff and the Class pray for relief and judgment as follows:

20 A. For an order declaring that this action is properly maintained as a class action and  
21 appointing Plaintiff as a representative for the Class, and appointing Plaintiff's counsel as Class  
22 counsel;

23 B. That Defendant bear the costs of any notice sent to the Class;

24 C. For an order awarding Plaintiff and the members of the Class actual damages,  
25 restitution, and/or disgorgement;

26 D. For an order enjoining Defendant from continuing to engage in the unlawful and  
27 unfair business acts and practices as alleged herein;

28 E. For an order awarding Plaintiff and the members of the Class pre- and post-judgment

1 interest;

2 F. For an order awarding attorneys' fees and costs of suit, including expert's witnesses  
3 fees as permitted by law; and

4 G. Such other and further relief as this Court may deem just and proper.

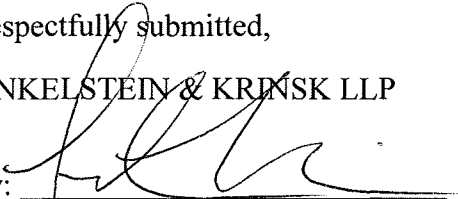
5 **VII. JURY TRIAL DEMAND**

6 Plaintiff demands a trial by jury for all of the claims asserted in this Complaint so triable.

7

8 DATED: May 14, 2019

Respectfully submitted,  
FINKELSTEIN & KRINSK LLP

By:   
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Attorneys for Plaintiff

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<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>
Short Title: Ruark vs Square Inc [EFILE]	
<b>NOTICE OF CONFIRMATION OF ELECTRONIC FILING</b>	CASE NUMBER: 37-2019-00024742-CU-BT-CTL

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

**Electronic Filing Summary Data**

Electronically Submitted By: Trenton Kashima  
 On Behalf of: A.Trent Ruark  
 Transaction Number: 2643770  
 Court Received Date: 05/14/2019  
 Filed Date: 05/14/2019  
 Filed Time: 01:56 PM  
 Fee Amount Assessed: \$1,435.00  
 Case Number: 37-2019-00024742-CU-BT-CTL  
 Case Title: Ruark vs Square Inc [EFILE]  
 Location: Central  
 Case Type: Business Tort  
 Case Category: Civil - Unlimited  
 Jurisdictional Amount: > 25000

**Status**

**Documents Electronically Filed/Received**

Accepted Complaint  
 Accepted Original Summons  
 Rejected Civil Case Cover Sheet

RejectReason 1: Form(s) incomplete.

Comments to submitter 1: Civil Case Cover Sheet is a two page form.

**Comments**

**Clerk's Comments:**  
**Events Scheduled**

Hearing(s)		Date	Time	Location	Department
Civil Case Conference	Management	10/18/2019	01:30 PM	Central	C-71
Civil Case Conference	Management	10/18/2019	01:30 PM	Central	C-71

**Electronic Filing Service Provider Information**

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Email: support@onelegal.com  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Finkelstein &amp; Krinsk LLP</b> Trenton R. Kashima, Esq. (SBN 291405) 550 W C Street, Suite 1760 San Diego, CA 92101 TELEPHONE NO.: <b>619.238.1333</b> FAX NO.: <b>619.238.5425</b> ATTORNEY FOR (Name): <b>A. Trent Ruark</b>		FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>05/22/2019 at 10:28:00 AM</b> Clerk of the Superior Court By E- Filing, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Diego</b> STREET ADDRESS: <b>330 West Broadway</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Diego, 92101</b> BRANCH NAME: <b>Hall of Justice</b>		CASE NUMBER: <b>3 37-2019-00024742-CU-BT-CTL</b>  JUDGE: DEPT: <b>Judge Gregory W Pollack</b>
CASE NAME: <b>Ruark v. Square, Inc.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

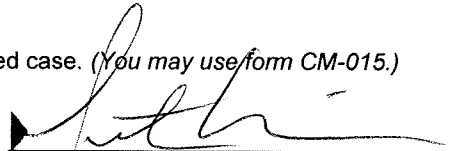
Items 1-6 below must be completed (see instructions on page 2).

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" 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 type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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 type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input 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 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): **4,**
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: May 14, 2019

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

**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**

**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**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
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

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 450-7071
PLAINTIFF(S) / PETITIONER(S):	A.Trent Ruark
DEFENDANT(S) / RESPONDENT(S):	Square Inc
RUARK VS SQUARE INC [EFILE]	
<b>NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE</b>	CASE NUMBER: 37-2019-00024742-CU-BT-CTL

**CASE ASSIGNMENT**

Judge: Gregory W Pollack

Department: C-71

**COMPLAINT/PETITION FILED:** 05/14/2019

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	10/18/2019	01:30 pm	C-71	Gregory W Pollack

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

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Facsimile: (213) 687-3702

11 Attorneys for SQUARE, INC.

12  
13 UNITED STATES DISTRICT COURT  
14 SOUTHERN DISTRICT OF CALIFORNIA

15  
16 A. TRENT RUARK, individually and  
on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 SQUARE, INC., a Delaware  
20 corporation; Does 1-10,

21 Defendants.

Case No. '19CV1196 GPC KSC

**PROOF OF SERVICE**

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 350 South Grand Avenue, Fiftieth Floor, Los Angeles, CA 90071-3426.

On June 26, 2019, I served true copies of the following document(s) described as

**NOTICE OF REMOVAL**

**CIVIL COVER SHEET**

**NOTICE OF PARTY WITH FINANCIAL INTEREST**

on the interested parties in this action as follows:

Jeffrey R. Krinsk, Esq.  
Trenton R. Kashima, Esq.  
FINKELSTEIN & KRINSK LLP  
550 West C St., Suite 1760  
San Diego, California 92101

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 26, 2019, at Los Angeles, California.

  
\_\_\_\_\_  
Anna M. Velasquez

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Payment Processor Square Named in Class Action Over Alleged Mishandling of Medical Invoices](#)

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