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*Attorneys for Plaintiff Lauren Schaubach*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Lauren Schaubach, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

vs.

HOTELS.COM, L.P., EXPEDIA  
GROUP, INC., AMAZON WEB  
SERVICES, INC., and DOES 1-10  
Inclusive,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of the California Consumer Privacy Act § 1798.150;
- (2) Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. C. § 17200, et. seq.
- (3) Negligence;
- (4) Declaratory and Injunctive Relief

**Jury Trial Demanded**

1 Plaintiff Lauren Schaubach (“Plaintiff”), individually and on behalf of all  
2 others similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This action arises out of a violation of the California Consumer  
5 Privacy Act of 2018 (“CCPA”), Cal. Civ. C. § 1798 et. seq., arising out of a data  
6 breach and the exposure of millions of Californians’ personal identifying  
7 information collected by Defendant Hotels.com, L.P. (“HLP”) and Defendant  
8 Expedia Group, Inc. (“Expedia”) and stored with Defendant Amazon Web  
9 Services, Inc. (“AWS”), in violation of Cal. Civ. C. § 1798.150 and Cal. Bus. &  
10 Prof. C. § 17200 et. seq..

11 **JURISDICTION AND VENUE**

12 2. This class action is brought pursuant to Federal Rule of Civil  
13 Procedure 23.

14 3. This matter is properly venued in the United States District Court for  
15 the Central District of California, in that Defendants do business in the Central  
16 District of California. A substantial portion of the events giving rise to Defendants’  
17 liability took place in this district.

18 4. There is original federal subject matter jurisdiction over this matter  
19 pursuant to the Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb.  
20 18, 2005), by virtue of 28 U.S.C. §1332(d)(2), which explicitly provides for the  
21 original jurisdiction of federal courts in any class action in which at least 100  
22 members are in the proposed plaintiff class, any member of the plaintiff class is a  
23 citizen of a State different from the State of citizenship of any defendant, and the  
24 matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interests and  
25 costs.

26 5. In the case at bar, there are at least 100 members in the proposed  
27 Class, the total claims of the proposed Class members are in excess of  
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1 \$5,000,000.00 in the aggregate, exclusive of interests and costs, and Plaintiff seeks  
2 to represent a California class of consumers against non-California companies,  
3 establishing minimum diversity.

#### 4 THE PARTIES

5 6. Plaintiff LAUREN SCHAUBACH is a citizen and resident of the  
6 State of California, County of Orange and is a consumer as laid forth in Cal. Civ.  
7 C. § 1798.150.

8 7. Defendant HOTELS.COM, L.P. is a Texas limited partnership  
9 company that does business in California, including in Orange County, that is  
10 incorporated in Texas and has its headquarters in Washington.

11 8. Defendant EXPEDIA GROUP, INC. is a Delaware corporation that  
12 does business in California, including in Orange County, that is incorporated in  
13 Delaware and has its headquarters in Washington.

14 9. Defendant AMAZON WEB SERVICES INC. is a Delaware  
15 corporation that does business in California, including in Orange County, that is  
16 incorporated in Delaware and has its headquarters in Washington.

17 10. Plaintiffs are informed and believe, and thereon alleges, that each and  
18 all of the acts and omissions alleged herein were performed by, or is attributable  
19 to, Defendant and/or its employees, agents, and/or third parties acting on its behalf,  
20 each acting as the agent for the other, with legal authority to act on the other's  
21 behalf. The acts of any and all of Defendant's employees, agents, and/or third  
22 parties acting on its behalf, were in accordance with, and represent, the official  
23 policy of Defendant.

24 11. Plaintiff is informed and believes, and thereon alleges, that said  
25 Defendants are in some manner intentionally, negligently, or otherwise  
26 responsible for the acts, omissions, occurrences, and transactions of each and all  
27 their employees, agents, and/or third parties acting on their behalf, in proximately  
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1 causing the damages herein alleged.

2 12. At all relevant times, Defendants ratified each and every act or  
3 omission complained of herein. At all relevant times, Defendants aided and  
4 abetted the acts and omissions as alleged herein.

5 **PLAINTIFF'S FACTS**

6 13. On or about November 9, 2020, a Cloud Hospitality server hosted by  
7 Defendant AWS and containing information for customers for Defendant HLP and  
8 Defendant Expedia was hacked and tens of millions of data records were exposed  
9 (“the Breach”).

10 14. HLP operates Hotels.com, which is an online book service by which  
11 individuals, such as Plaintiff, can check the availability of hotels and other lodging  
12 options and make reservations through the Hotels.com platform, including either  
13 paying in advance or paying at the time of the reservation.

14 15. In order to use HLP’s Hotels.com, a customer must enter in  
15 significant personally identifiable information (“PII”) such as a first name, last  
16 name, email address, password, home address, telephone number, and payment  
17 card information. Users of Hotels.com trust that their PII will be maintained in a  
18 secure manner and kept from unauthorized disclosure to third parties as required  
19 by the law.

20 16. Expedia owns HLP and also operates numerous other travel-oriented  
21 websites, including Expedia.com, which also collect and store PII and which were  
22 also the subject of the hack that exposed the tens of millions of data records on or  
23 about November 9, 2020.

24 17. Expedia, HLP, and AWS have not issued a disclosure as required by  
25 Cal. Civ. C. § 1798.82 as of the date of filing and instead the news of such Breach  
26 was broken by multiple news sources rather than the companies themselves, who  
27 have been silent.

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1 18. PII including the full names, email addresses, national ID numbers,  
2 phone numbers, credit card numbers, credit cardholder's names, CVVs, expiration  
3 dates, and information regarding the nature and cost of the booked hotel stays were  
4 revealed and exposed by Defendants Expedia, HLP, and AWS as a result of the  
5 hack.

6 19. This PII was not stored in a hashed or otherwise secured format and  
7 failed to comply with the Payment Card Industry Data Security Standards as  
8 exemplified by the significant variety and amount of credit card PII that was  
9 exposed.

10 20. The Breach exposed Expedia, HLP, and AWS customer PII which is  
11 protected by the CCPA. "Personal information" is defined by Cal. Civ. C. §  
12 1798.81.5 as:

13 "an individuals first name or first in initial and the individual's last name in  
14 combination with any one or more of the following data elements, when  
15 either the name or the data elements are not encrypted or redacted: . . .

16 (ii) Driver's license number, California identification card number,  
17 tax identification number, passport number, military identification  
18 number, or other unique identification number issued on a  
19 government document commonly used to verify the identify of a  
20 specific individual.

21 (iii) Account number or debt card number, in combination with any  
22 required security code, access code, or password that would permit  
23 access to an individual's financial account."

24 21. Here, unredacted names were revealed along with both unique  
25 identification numbers, such as driver's license or passport numbers, as well as  
26 credit card and payment information that would permit access to individuals'  
27 financial and other accounts across the web.  
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