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15 **UNITED STATES DISTRICT COURT**

16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

17 JOSEPH MARTINEZ IV and DANIEL PETRO,  
18 individually and on behalf of all others similarly  
19 situated,

20 Plaintiffs,

21 v.

22 ZYNGA INC.,

23 Defendant.

24 Case No. 3:20-cv-02612

25 **CLASS ACTION COMPLAINT**

26 **DEMAND FOR JURY TRIAL**

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1 Plaintiffs Joseph Martinez IV and Daniel Petro, individually and on behalf of all other persons  
2 similarly situated, by and through their attorneys, for their Complaint against Defendant Zynga, Inc.,  
3 allege as follows:

#### 4 I. INTRODUCTION

5 1. Defendant Zynga Inc. (“Zynga”) proclaims it is “a leading developer of the world’s  
6 most popular social games that are played by millions of people around the world each day.” Zynga  
7 promises that it has in place “reasonable and appropriate security measures to help protect the security  
8 of your information both online and offline and to ensure that your data is treated securely....”

9 2. In fact, hundreds of millions of people, including Plaintiffs, trusted and believed  
10 Zynga’s promise to protect their personally-identifying information, including name, email address,  
11 Zynga ID and password, Facebook ID and password and, in some instances, financial information  
12 given to Zynga for purchases for games and other in-game items (collectively, “PII”).<sup>1</sup>

13 3. Yet despite its promise, Zynga failed to protect its customers’ PII by, among other  
14 things, using password encryption methods that were banned for use by federal governmental  
15 agencies as early as 2010.

16 4. In September of 2019, Zynga’s customer data base was breached by a serial hacker who  
17 had previously stolen and sold PII on the dark web. By current estimates, over 170 million Zynga  
18 accounts were accessed (the “Zynga Data Breach”). Although Zynga had notice of the breach and  
19 identified which of its customer accounts were accessed, Zynga never directly notified those  
20 customers.

21 5. Since the Zynga Data Breach, Zynga’s customers have been exposed to credit and  
22 identity theft, “credit stuffing,” phishing scams, and any other fraudulent conduct that a criminal mind  
23 can concoct. Plaintiffs have and will incur costs to mitigate the risk for the data breach, such as  
24 paying for credit monitoring services, and will have to spend countless hours monitoring their credit  
25

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26 <sup>1</sup> As used throughout this Complaint, “PII” is defined as all information exposed by the Zynga  
27 Data Breach that occurred on or around September 2019, including but not limited to all or any part or  
combination of name, address, telephone number, email address, gender, Zynga login and password,  
Facebook login and password, credit card information, and other personally identifying information

1 reports and credit card statements. Regardless of whether they have yet to incur out-of-pocket losses,  
2 Plaintiffs and all Zynga customers whose PII was stolen remain subject to a pervasive, substantial,  
3 and imminent risk of identity theft and fraud now and for years to come.

4 6. This class action is brought on behalf of all persons residing in the United States whose  
5 PII was compromised in the Zynga Data Breach to redress the damages they have suffered and to  
6 obtain appropriate equitable relief to mitigate the risk that Zynga will be breached in the future.

## 7 II. PARTIES

8 7. Plaintiff Joseph Martinez IV is a resident and citizen of the State of Colorado and at all  
9 relevant times resided in Castle Rock, Colorado. In or about 2011, Mr. Martinez provided his PII to  
10 Zynga in order to create an account to access and play Zynga games, and in doing so, provided his PII  
11 to Zynga. Mr. Martinez played *Words with Friends*, *Words with Friends 2*, *Solitaire*, *Draw*  
12 *Something*, and *Zynga Poker*, and made in-game purchases in *Words with Friends*, and perhaps  
13 others.

14 8. Mr. Martinez's PII was stolen in the Zynga Data Breach. Mr. Martinez did not receive  
15 any notice from Zynga regarding the Zynga Data Breach, and only learned about it recently. Mr.  
16 Martinez confirmed through the website [haveibeenpwned.com](http://haveibeenpwned.com) that his email was accessed in the  
17 Zynga Data Breach.

18 9. Plaintiff Joseph Martinez IV provided his PII to Zynga with the expectation and  
19 understanding that Zynga would adequately protect and store the data. If he had known that Zynga's  
20 data security measures and protections were insufficient to protect his PII, he would not have created  
21 a Zynga user account and downloaded and played Zynga games, and would not have made in-game  
22 purchases. As a result, Plaintiff has been damaged.

23 10. Plaintiff Daniel Pietro is a resident and citizen of the State of Iowa and at all relevant  
24 times resided in Des Moines, Iowa. In or about 2007, Plaintiff provided PII to Zynga in order to create  
25 an account to access and play Zynga games. Mr. Pietro played the Zynga games *FarmVille*, *Words*  
26 *with Friends*, *Zynga Poker*, and *Mafia Wars*, and made in-game purchases in *Mafia Wars* and  
27 *FarmVille*.

1 11. Mr. Petro's PII was stolen in the Zynga Data Breach. Mr. Petro did not receive any  
2 notice from Zynga regarding the Zynga Data Breach, and only learned about it recently. Mr. Petro  
3 confirmed through the website haveibeenpwned.com that his email was accessed in the Zynga Data  
4 Breach.

5 12. Plaintiff Daniel Petro provided his PII to Zynga with the expectation and understanding  
6 that Zynga would adequately protect and store the data. If he had known that Zynga's data security  
7 measures and protections were insufficient to protect his PII, he would not have created a Zynga user  
8 account and downloaded and played Zynga games, and would not have made in-game purchases. As  
9 a result, Mr. Petro has been damaged.

10 13. Defendant Zynga Inc. is a Delaware corporation with its headquarters and principle  
11 place of business in San Francisco, California.

### 12 III. JURISDICTION AND VENUE

13 14. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of  
14 2005, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum of \$5,000,000 exclusive of  
15 interest and costs, there are more than 100 putative Class members, and Zynga is a citizen of a state  
16 different from that of at least one Class member.

17 15. This Court has personal jurisdiction over Zynga because Zynga is headquartered in this  
18 state and regularly transacts business in this state.

19 16. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part  
20 of the events or omissions giving rise to Plaintiffs' claims occurred in this district, including decisions  
21 made by Zynga related to and led to the Zynga Data Breach alleged herein.

### 22 IV. INTRADISTRICT ASSIGNMENT

23 17. Assignment to the San Francisco division of this district is appropriate under Civil Local  
24 Rule 3-2 because a substantial part of the events or omissions which give rise to the claims occurred  
25 in the San Francisco division.

26 //

27 //

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