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15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**  
 17 **NORTHERN DISTRICT OF CALIFORNIA**  
 18 **SAN JOSE DIVISION**

19  
 20 **ADAM BUXBAUM and DEBORAH**  
**BLUM, on behalf of themselves and all**  
 21 **others similarly situated,**

22 **Plaintiffs**

23 **v.**

24 **ZOOM VIDEO**  
**COMMUNICATIONS, INC.,**

26 **Defendant.**

27 **CASE NO.:**

**CLASS ACTION**

**COMPLAINT FOR DAMAGES,  
EQUITABLE, DECLARATORY AND  
INJUNCTIVE RELIEF**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Adam Buxbaum and Deborah Blum (“Plaintiffs”), individually, by and through  
2 their undersigned counsel, bring this class action lawsuit against Zoom Video Communications Inc.  
3 (“Zoom,” or “Defendant”), on behalf of themselves and all others similarly situated, and allege,  
4 based upon information and belief and the investigation of their counsel as follows:

5 **INTRODUCTION**

6 “*[W]e recognize that we have fallen short of the community’s – and our own –*  
7 *privacy and security expectations. For that, I am deeply sorry.*”

8 *Eric S. Yuan, Founder and CEO of Zoom<sup>1</sup>*

9 1. Zoom is a cloud-based video communications platform that ostensibly offers  
10 individuals, schools, businesses and governments an easy, reliable cloud platform for video and  
11 audio conferencing across mobile devices, desktops, telephones, and room systems.

12 2. In addition to ease of use and functionality, a cornerstone of Zoom’s offering is its  
13 fundamental assurance that its video conferences are private, and the personal information entrusted  
14 to it by millions of users will be properly maintained. Among the assurances Zoom provides:

- 15 • We do not sell your personal data;<sup>2</sup>
- 16 • Your meetings are yours. We do not monitor them or even store them after your  
17 meeting is done;
- 18 • Zoom collects only the user data that is required to provide you Zoom services;
- 19 • We do not use data we obtain from your use of our services, including your  
20 meetings, for any advertising.
- 21 • We take security seriously and we are proud to exceed industry standards when  
22 it comes to your organizations [sic] communications.<sup>3</sup>
- 23 • Zoom is committed to protecting your privacy.

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26 <sup>1</sup> Zoom, *A message to our users*, Zoom Blog (April 1, 2020) available at  
<https://blog.zoom.us/wordpress/2020/04/01/a-message-to-our-users/> (last accessed April 28,  
27 2020).

<sup>2</sup> Zoom, *Privacy Policy*, available at <https://zoom.us/privacy> (last accessed April 28, 2020).

28 <sup>3</sup> Zoom, *Security at Zoom*, available at <https://zoom.us/security> (last accessed April 28, 2020).

1           3.       While video conferencing has enjoyed steady growth over the past several years, in  
2 the wake of the COVID-19 pandemic, its popularity has skyrocketed. Among the companies  
3 offering video conferencing, Zoom has been by far the biggest beneficiary. In December 2019,  
4 Zoom had approximately 10 million daily users. By March 2020, that number grew to 200 million.

5           4.       Zoom’s meteoric rise brought with it significant financial reward for the company,  
6 whose revenue for fiscal year ending January 31, 2020 was \$622.6 million, more than quadruple its  
7 revenue a year earlier. It also brought a spotlight which revealed the dark underbelly of a company  
8 whose platform was riddled with security vulnerabilities, who transmitted user’s personal  
9 information surreptitiously to third parties without the users’ knowledge and consent, and whose  
10 public representations about the privacy and security of its video-conferencing platform were false  
11 and misleading.

12           5.       Users, many of whom turned to Zoom to facilitate the most fundamental aspects of  
13 their lives in the midst of social distancing and shelter-in-place orders, are now faced with the  
14 daunting prospect that their private communications were not private at all, but subject to  
15 unwarranted viewing, intrusion and public exposure.

16           6.       Plaintiffs, on behalf of all others similarly situated, allege claims for negligence,  
17 invasion of privacy, breach of implied contract, breach of confidence, along with violations of  
18 California’s Unfair Competition Law, California Consumer Privacy Act, and California’s Consumer  
19 Legal Remedies Act. By this complaint, Plaintiffs also seek to compel Zoom to adopt appropriate  
20 cyber security practices in order to ensure that personal information provided to Zoom and made  
21 through its video conferencing platform remain private and secure.<sup>4</sup>

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<sup>4</sup> “‘Personal information’ is any information that can be used to identify an individual, and may include, but is not limited to, name, email address, postal or other physical address, credit or debit card number, title, information generated from use of our Products, and other information required to provide a Product, deliver a product, or carry out a transaction you have requested.” Privacy Shield, *Purpose of Data Collection*, available at <https://www.privacyshield.gov/participant?id=a2zt0000000TNkCAAW&status=Active> (last accessed April 28, 2020).

**PARTIES**

1  
2 7. Plaintiff Adam Buxbaum is a resident of California.

3 8. Plaintiff Buxbaum registered with Zoom for a free account and used Zoom's services  
4 in reliance on Zoom's promises that, among other things: (a) its videoconferences are secured with  
5 end-to-end encryption and are protected by security measures to ensure the privacy of user  
6 communications; (b) it will not sell user data without appropriate disclosure and consent; and (c) it  
7 will appropriately protect users' personal information.

8 9. Mr. Buxbaum was unaware that Zoom's video conferences were not fully private,  
9 that it shared user personal information without appropriate consent, and that users' personal  
10 information was routinely exposed.

11 10. Mr. Buxbaum participated in several Zoom video conferences, at least one of which  
12 was subject to unwanted intrusion and terminally interrupted.

13 11. Plaintiff Deborah Blum is a California resident.

14 12. Plaintiff Blum registered with Zoom for a paid account and used Zoom's services in  
15 reliance on Zoom's promises that, among other things: (a) its videoconferences are secured with  
16 end-to-end encryption and are protected by security measures to ensure the privacy of user  
17 communications; (b) it will not sell user data without appropriate disclosure and consent; and (c) it  
18 will appropriately protect users' personal information.

19 13. Ms. Blum was unaware that Zoom's video conferences were not fully private, that it  
20 shared user personal information without appropriate consent, and that user personal information  
21 was routinely exposed.

22 14. Ms. Blum paid Zoom approximately \$15 a month so that she could continue  
23 providing yoga instruction on-line. Ms. Blum's classes are for her customers only, who also have a  
24 reasonable expectation that their participation will remain private. Given the recent revelation of  
25 Zoom's inadequate cyber security vulnerabilities and inadequate privacy practices, Ms. Blum is  
26 reasonably concerned about the integrity and inviolability of her conferences.

1 15. Defendant Zoom Video Communications, Inc. is a Delaware corporation with its  
2 principal place of business in San Jose, California. Zoom was founded in 2011 and became a public  
3 company in 2019. It currently has over 200 million users.

4 **JURISDICTION AND VENUE**

5 16. This Court has subject matter jurisdiction over this action under the Class Action  
6 Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds \$5 million, exclusive of  
7 interest and costs. While the exact number of class members is currently unknown, upon information  
8 and belief, Zoom has over 200 million users.

9 17. This Court has jurisdiction over the Defendant which conducts business in this  
10 District and has caused harm to Plaintiffs and Class Members residing in this District.

11 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(1) because a substantial  
12 part of the events and omissions giving rise to this action occurred in this District.

13 **STATEMENT OF FACTS**

14 19. Zoom is a cloud-based video communications platform that offers individuals,  
15 businesses and governments “an easy, reliable cloud platform for video and audio conferencing,  
16 collaboration, chat, and webinars across mobile devices, desktops, telephones, and room systems.”<sup>5</sup>

17 20. Zoom provides basic meeting services (100 participants up to 40 minutes) for free  
18 and a number of paid-for-plans that enable additional participants, unlimited conferencing times,  
19 and a series of additional amenities and functionalities.<sup>6</sup>

20 21. Regardless of the plan, all Zoom users are assured the same level of privacy and  
21 security of their personal information and communications made through the Zoom platform.

22 22. Next to functionality, privacy is paramount for video-conference users. Not  
23 surprisingly therefore, Zoom goes to great lengths to assure users that the platform is secure and  
24 personal information entrusted to Zoom is and will remain private.

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27 <sup>5</sup> Zoom, *About*, available at <https://zoom.us/about> (last accessed April 28, 2020).

28 <sup>6</sup> Zoom, *Pricing*, available at <https://zoom.us/pricing> (last accessed April 28, 2020).

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