

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU**

SEAN LA FEBRE, JEFFREY PARKER, and  
KENDALL GREEVEN, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

- against -

LEMONADE, INC.,

Defendant.

Index No.:

**CLASS ACTION COMPLAINT**

**NATURE OF THE ACTION**

1. This is a class action suit brought on behalf of all persons who, between March 15, 2021 and September 28, 2023 (the “relevant time period”), received a quote for a term life insurance policy via the website lemonade.com.

2. Lemonade, Inc. (“Defendant” or “Lemonade”) is an insurance holding company that, via its subsidiaries and others, provides renters (contents), homeowners, car, pet, and term life insurance products in various jurisdictions in the United States and Europe.

3. Lemonade lets prospective customers receive a quote for life insurance through its website. To receive a quote, Lemonade requires users to complete a questionnaire that includes requests for personal information, including sensitive medical information. During the relevant time period, third parties including, but ae not limited to, Snap, Inc. (“Snapchat”), TikTok, Inc., Meta Platforms, Inc. (“Facebook”), Mixpanel, Inc., Twilio. Inc., and Peaberry Software, Inc, were able to access some or all of this personal information without the customers’ consent.

4. By allowing this third-party access, Lemonade violated users’ right to privacy, as enshrined by statute and common law. Plaintiffs bring this action for legal and equitable remedies resulting from these illegal actions.

### **PARTIES**

5. Plaintiff Sean La Febre is domiciled in San Francisco, California. In August 2023, Plaintiff La Febre applied for life insurance through Lemonade's website. While applying for life insurance, Plaintiff La Febre provided Lemonade with personal identifiers and private health information, including medical diagnoses. Unbeknownst to Plaintiff La Febre, Lemonade assisted third parties with intercepting this sensitive information.

6. Plaintiff Jeffrey Parker is domiciled in Philadelphia, Pennsylvania. In November 2021, Plaintiff Parker applied for life insurance through Lemonade's website. While applying for life insurance, Plaintiff Parker provided Lemonade with personal identifiers and private health information, including medical diagnoses. Unbeknownst to Plaintiff Parker, Lemonade assisted third parties with intercepting this sensitive information.

7. Plaintiff Kendall Greeven is domiciled in Vista, California. In August 2022, Plaintiff Greeven applied for life insurance through Lemonade's website. While applying for life insurance, Plaintiff Greeven provided Lemonade with personal identifiers and private health information, including medical diagnoses. Unbeknownst to Plaintiff Greeven, Lemonade assisted third parties with intercepting this sensitive information.

8. Lemonade, Inc. is a Delaware corporation with its principal place of business in New York, New York. Lemonade develops, owns, and operates lemonade.com, which is used throughout the United States.

### **JURISDICTION AND VENUE**

9. This Court has personal jurisdiction over Defendant because Defendant conducts significant business in New York and has its principal place of business in New York, New York.

10. Venue is proper in this district pursuant to NY CPLR § 501.

### **CLASS ACTION ALLEGATIONS**

11. Plaintiffs seek to represent a class defined as all persons who accessed lemonade.com and entered answers to health-related questions on an application for life

insurance in the United States between March 15, 2021 and September 28, 2023 (the “Class”).

12. Members of the Class are so numerous that their individual joinder herein is impracticable. On information and belief, members of the Class number in the hundreds of thousands. The precise number of Class members and their identities are unknown to Plaintiffs at this time but may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the records of Defendant.

13. Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to: whether Defendant represented to Class members that it would not collect sensitive, confidential or protected information, whether Defendant gave the Class members a reasonable expectation of privacy that their communications were not being intercepted, received, or collected by third parties when they inputted sensitive information through lemonade.com, whether Defendant assisted, conspired with, or otherwise aided third parties with intercepting, receiving, or collective communications from Class members when Class members communicated inputted sensitive information, and whether Plaintiffs and Class members have sustained damages as a result of Defendant’s conduct, and if so, what is the appropriate measure of damages or restitution.

14. The claims of the named Plaintiffs are typical of the claims of the Class in that the named Plaintiffs applied for a life insurance quote through lemonade.com and had their sensitive health information disclosed to third parties.

15. Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the Class members they seek to represent, they have retained competent counsel experienced in prosecuting class actions, and they intend to prosecute this action vigorously. The interests of Class members will be fairly and adequately protected by Plaintiffs and their counsel.

16. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of the Class members. Each individual Class member may lack the

resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues.

**COUNT I**  
**VIOLATION OF THE GENERAL BUSINESS LAW § 349**

17. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.
18. Plaintiffs bring this Count individually and on behalf of the members of the Class.
19. New York's General Business Law § 349 prohibits deceptive and misleading business practices.
20. In its sale of insurance throughout the State of New York, Lemonade conducts business and trade within the meaning and intendment of New York's General Business Law § 349.
21. Plaintiffs and Class members are consumers who applied to receive a quote for life insurance from Lemonade for their personal use.
22. By the acts and conduct alleged herein, Lemonade engaged in deceptive, unfair, and misleading acts and practices, which include, without limitation, representing that Lemonade "take[s] privacy and security very seriously," while then assisting third parties with receiving private health information. A reasonable person would understand Lemonade's representation to mean that Lemonade is not sharing consumers private health information with any third party.
23. The foregoing acts and practices were directed at consumers.

24. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the level of security that Lemonade would provide to protect private health information.

25. By reason of this conduct, Lemonade engaged in deceptive conduct in violation of New York's General Business Law.

26. Lemonade's actions are the direct, foreseeable, and proximate cause of the damages that Plaintiffs and members of the Class have sustained.

27. On behalf of themselves and other members of the Class, Plaintiffs seek to recover their actual damages or fifty dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

**COUNT II**  
**VIOLATION OF THE CALIFORNIA INVASION OF PRIVACY ACT ("CIPA"),  
CALIFORNIA PENAL CODE § 631**

28. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

29. Plaintiffs bring this Count individually and on behalf of the members of the Class.

30. The California Invasion of Privacy Act ("CIPA") is codified at Cal. Penal Code §§ 630 to 638. The Act begins with its statement of purpose.

The Legislature hereby declares that advances in science and technology have led to the development of new devices and techniques for the purpose of eavesdropping upon private communications and that the invasion of privacy resulting from the continual and increasing use of such devices and techniques has created a serious threat to the free exercise of personal liberties and cannot be tolerated in a free and civilized society.

Cal. Penal Code § 630.

31. California penal Code § 631(a) provides, in pertinent part:

Any person who, by means of any machine, instrument, or contrivance, or in any other manner ... willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained, or **who aids, agrees with, employs, or conspires** with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this section, is punishable by a fine not exceeding two thousand five hundred dollars (\$2,500).

32. A defendant must show it had the consent of all parties to a communication.

33. At all relevant times, Lemonade aided, agreed with, and conspired with third parties to track and intercept Plaintiffs' and Class member's internet communications while receiving a quote through Lemonade's website. The third parties intercepted these communications without authorization and consent from Plaintiffs and Class members.

34. Lemonade, when aiding and assisting with the third parties' eavesdropping, intended to help them learn some meaning of the content in the URLs and the content the visitor requested.

35. The following items constitute "machine[s], instrument[s], or contrivance[s]" under the CIPA, and even if they do not, the tracking technology falls under the broad catch-all category of "any other manner":

- a. The computer codes and programs the third parties used to track Plaintiffs' and the Class members' communications while they were navigating lemonade.com;
- b. Plaintiffs' and Class members' browsers;

- c. Plaintiffs' and Class members' computing and mobile devices;
- d. The third parties' web and ad servers;
- e. The web and ad-servers from which third parties tracked and intercepted Plaintiffs' and Class members' communications while they were using a web browser to access or navigate lemonade.com;
- f. The computer codes and programs used by the third parties to effectuate its tracking and interception of Plaintiffs' and Class members' communications while they were using a browser to visit Lemonade's website; and
- g. The plan Lemonade carried out to effectuate its tracking and interception of Plaintiffs' and Class members' communications while they were using a web browser or mobile application to visit Lemonade's websites.

36. Plaintiffs and Class members have suffered loss by reason of these violations, including, but not limited to, violations of their rights of privacy and loss of value in their personally identifiable information.

37. Pursuant to California Penal Code § 637.2, Plaintiffs and Class members have been injured by the violation of California Penal Code § 631 and each seek damages for the greater of \$5,000 or three times the actual amount of damages, as well as injunctive relief.

**COUNT III**  
**VIOLATIONS OF THE CALIFORNIA INVASION OF PRIVACY ACT ("CIPA"),**  
**CALIFORNIA PENAL CODE § 632**

38. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

39. The data collected on Lemonade's websites constitute "confidential communications," as that term is used in Section 632, because Class members had objectively reasonable expectations of privacy with respect to their health information.

40. Lemonade is liable for aiding and abetting violations of Section 632 by the third-party vendors.

41. Pursuant to Cal. Penal Code § 637.2, Plaintiffs and Class members have been injured by the violations of Cal. Penal Code § 635, and each seek damages for the greater of \$5,000 or three times the amount of actual damages, as well as injunctive relief.

**COUNT IV**  
**VIOLATION OF THE PENNSYLVANIA WIRETAPPING ACT**  
**18 Pa. Cons. Stat. § 5701, et seq.**

42. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth above.

43. Plaintiffs bring this Count individually and on behalf of the members of the Class.

44. The Pennsylvania Wiretapping Act prohibits (1) the interception or procurement of another to intercept any wire, electronic, or oral communication; (2) the intentional disclosure of the contents of any wire, electronic, or oral communication that the discloser knew or should have known was obtained through the interception of a wire, electronic, or oral communication; and (3) the intentional use of the contents of any wire, electronic, or oral communication that the discloser knew or should have known was obtained through the interception of a wire, electronic, or oral communication. 18 Pa. Cons. Stat. § 5703.

45. Any person who intercepts, discloses, or uses or procures any other person to intercept, disclose, or use a wire, electronic, or oral communication in violation of the Act is subject to a civil action for (1) actual damages, not less than liquidated damages computed at a rate of \$100 per day for each violation or \$1,000, whichever is higher; (2) punitive damages; and (3) reasonable attorneys' fees and other litigation costs incurred. 18 Pa. Cons. Stat. § 5725(a).

46. "Intercept" is defined as the "[a]ural or other acquisition of the contents of any wire, electronic or oral communication through the use of any electronic, mechanical or other device." 18 Pa. Cons. Stat. § 5702. "Electronic, mechanical or other device," in turn, means "[a]ny device or apparatus...that can be used to intercept a wire, electronic or oral communication[.]" *Id.*

47. The following constitutes a device within the meaning of 18 Pa. Cons. Stat. § 5702:

- a. The computer codes and programs that Defendant used to track Plaintiffs and Class members' communications while navigating the website;



- b. Plaintiffs and Class members' web browsers;
- c. Plaintiffs and Class members' computing devices;
- d. Defendant's web servers;
- e. The web servers from which third parties received Plaintiffs and Class members' communications while they were using a web browser to access Defendant's website; and
- f. The plan Defendant carried out to effectuate the tracking of Plaintiffs and Class members' communications while using a web browser to access the websites.

48. At all relevant times, Defendant procured third parties, including Snapchat, TikTok, Inc., Facebook, Mixpanel, Inc., Twilio, Inc., and Peaberry Software, Inc. to track and intercept Plaintiffs and Class members' internet communications while navigating its website. Defendant sent these communications to the aforementioned third parties without authorization or consent from Plaintiffs or members of the Class.

49. Defendant, when procuring the aforementioned third parties to intercept Plaintiffs' communications, intended for those third parties to learn the meaning of the content the visitor requested.

50. Plaintiffs and Class members had a justified expectation under the circumstances that their electronic communications would not be intercepted.

51. Plaintiffs and Class members were not aware that their electronic communications were being intercepted by the aforementioned third parties.

### **PRAYER FOR RELIEF**

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

- (i) For an order certifying the Class naming Plaintiffs as representatives of the Class and Plaintiffs' attorneys as Class Counsel to represent the Class members;
- (ii) For an order declaring Defendant's conduct violates the law referenced herein;

- (iii) For an order finding in favor of Plaintiffs and the Class on the count asserted herein;
- (iv) For liquidated damages in amounts to be determined by the Court and/or jury;
- (v) For prejudgment interest on all amounts awarded; and
- (vi) For an order awarding Plaintiffs and the Class their reasonable attorneys' fees, expenses, and costs of suit.

**PRAYER FOR RELIEF**

Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: April 3, 2024  
New York, New York

Respectfully submitted,

**BURSOR & FISHER, P.A.**

By: /s/ Yitzchak Kopel  
Yitzchak Kopel

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$4.9M Lemonade Settlement Resolves Class Action Lawsuit Over Alleged Data-Sharing Violations](#)

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