

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**



PETER BOMBARDIERI,)
on behalf of himself and all others)
similarly situated,)

Plaintiffs,)

v.)

EMORY HEALTHCARE, INC.,)
a Georgia Corporation,)

Defendant.)

CASE NO.: 2012CV215883

**(JURY TRIAL DEMANDED)
Proposed Class Action**

CLASS ACTION COMPLAINT

COMES NOW, Peter Bombardieri, on behalf of himself and all other similarly situated residents of the state of Georgia, and brings this class action suit against Defendant Emory Healthcare, Inc. (“Emory”) and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this class action suit on his own behalf, and on behalf of all residents of the State of Georgia who are similarly situated, against Defendant Emory as a result of Emory’s failure to safeguard its patients’ personally identifiable and protected health information (herein after “Confidential Information”). Such Confidential Information includes, but is not necessarily limited to, patients’ social security numbers, addresses, phone numbers, and personal health data such as dates of surgery, diagnoses, identifying information for surgical procedures the patients underwent, device implant information, and the names of treating professionals such as physicians and anesthesiologists. Plaintiff’s claims are brought solely under Georgia law, and Plaintiff states that he does not bring any claims and disclaims any and

all claims under any federal laws, statutes, or regulations including, but not limited to, any claim for violation of the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), Pub. Law 104-191.

2. Prior to the events at issue in this suit, Emory was aware that its existing policies and procedures for safeguarding the security and privacy of its patients’ Confidential Information were deficient and ineffective. Specifically, in 2011, Emory allowed Confidential Information for approximately 80 patients to be stolen from one of its facilities, thereby establishing for Emory that its security policies and procedures were inadequate and illustrating for Emory the importance of having Confidential Information that is in digital form properly encrypted. Additionally, Emory previously improperly disclosed names, social security numbers, and, for some patients, addresses, dates of birth, clinic numbers, and health insurance companies for 77 of its orthopedic patients.

3. In April, 2012, Emory publicly admitted that Confidential Information and intimate personal details pertaining to approximately 315,000 of its patients had been unlawfully disclosed. This unlawful disclosure was a direct and proximate result of Emory’s failure to protect and secure Plaintiff’s and class members’ Confidential Information (this disclosure of Confidential Information is hereinafter referred to as “the Breach”).

4. Emory disregarded Plaintiff’s privacy rights and the privacy rights of the class members by intentionally, willfully, recklessly, and/or negligently failing to take the necessary precautions to ensure that Confidential Information for these approximately 315,000 patients was not disclosed unlawfully or in a manner not previously authorized by the patients. This information was not properly protected and was not maintained in accordance with basic security protocols.

5. Additionally, Emory intentionally, willfully, recklessly, and/or negligently allowed an untrained or improperly trained employee and/or agent to have and exercise responsibility over security of the Confidential Information. Emory's dereliction was compounded by allowing this untrained and/or improperly trained employee and/or agent to maintain the Confidential Information in an office cabinet located in a hallway on Emory's premises.

6. As a direct and proximate result of Emory's actions and inactions at issue herein, approximately 315,000 of its patients, including Plaintiff and the class members, were subjected to an unauthorized and prohibited disclosure of their Confidential Information, have suffered an invasion of their privacy, have spent or will need to spend considerable time and expense to protect themselves against identity theft and damage to their credit ratings, have been or will be forced to have fraud alerts placed through credit reporting agencies, have been deprived of the exclusive use and control of their Confidential Information, have incurred or will incur the costs of time and money to monitor their credit card accounts, prescription accounts, credit reports, and other financial information to protect themselves against identity theft and other improper use of the disclosed Confidential Information, and have otherwise suffered economic damages.

7. Emory has notified by mail to the extent possible the patients whose Confidential Information was publicly disclosed, has issued a press release regarding this unauthorized disclosure of Confidential Information, and has placed information regarding the disclosure on its website. These actions are required by regulations promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") when an unauthorized disclosure such as the one at issue in this case occurs. Therefore, by notifying the Plaintiff and class members of this unauthorized disclosure of Confidential Information and by issuing a press release and placing

information regarding the same on its website, Emory has tacitly admitted that there has been a Breach and unauthorized disclosure of this Confidential Information.

JURISDICTION AND VENUE

8. Plaintiff and the class members on whose behalf this suit is filed are all residents of the State of Georgia. Defendant Emory is a Georgia corporation with both its place of incorporation and its principle place of business located herein. This Court has jurisdiction over the Defendant upon proper service of the Summons and Complaint.

9. Venue is proper in this county because Emory has its principle place of business located in this county, conducts business in this county, and has its registered agent for service of process located in this county.

10. Venue is also proper in this county as the acts and omissions at issue in this lawsuit occurred herein.

PARTIES

11. Plaintiff Peter Bombardieri is an adult resident of the State of Georgia and resides in Fayetteville, Georgia. Plaintiff is an Emory patient and underwent medical treatment at a health care facility owned, operated, and/or managed by Emory between September, 1990 and April, 2007, which are the dates for which Emory disclosed Confidential Information for its patients without authorization. Plaintiff has received a letter from Emory alerting him that his Confidential Information was disclosed by Emory in the Breach.

12. Defendant Emory is a Georgia corporation with its executive offices located at 1440 Clifton Road, NE, Suite 400, Atlanta, Georgia 30322. Emory is a healthcare provider that owns, operates, and manages several healthcare facilities, including Emory University Hospital, Emory University Hospital Midtown, and The Emory Clinic Ambulatory Surgery Center.

Emory owned, managed, and/or operated these healthcare facilities at all times relevant hereto. The Confidential Information that Emory disclosed without proper authorization was for patients treated at these three health care facilities between September, 1990 and April, 2007.

FACTUAL ALLEGATIONS

13. Between February 7, 2012 and February 20, 2012, inadequately encrypted and/or unencrypted computer disks containing Confidential Information for approximately 315,000 patients of Emory were taken from an unsecured and/or improperly secured location within Emory. The disks had been placed in this location and were overseen by an untrained or improperly trained employee and/or agent of Emory.

14. The Confidential Information that is stored on these computer disks includes, but is not limited to, patient names, social security numbers, addresses, dates of birth, and highly personal and sensitive clinical information, including diagnoses, lab test information, procedure information, provider names, and other patient data.

15. Upon information and belief, the Confidential Information disclosed by Emory was not encrypted or was inadequately encrypted. Specifically, Emory's public acknowledgement of the disclosure states that the 10 stolen computer disks were "backup data discs containing information about some of our surgical patients treated between September 1990 and April 2007." Emory also publicly stated that the disks "contained data from a software system that was deactivated in 2007, but may have contained the Social Security Numbers, names, addresses, dates of birth and clinical information of affected patients." Emory has not asserted in its public statements or notifications about this disclosure that the information was encrypted or was otherwise protected in any appropriate manner.

16. Upon information and belief, the Confidential Information contained in the computer disks can be retrieved or accessed by individuals in the public domain.

17. Paul Taylor of Townsend Security, a software encryption company, has publicly noted that the disclosure could have been prevented if Emory was properly encrypting the data contained in the computer disks. Various data encryption software was available to Emory to protect the Confidential Information contained on the disks. Most encryption software utilizes an algorithm to transform digital information in a manner that renders the information unreadable and indiscernible by other persons or businesses. The National Institute of Standards and Technology certifies certain encryption software for utilization as a security measure. Upon information and belief, Emory elected not to incur the cost associated with properly encrypting the Confidential Information contained in the disks.

18. Upon further information and belief, the Emory employee and/or agent responsible for the Breach did not receive a security background check and/or either did not undergo any training or underwent inadequate training regarding properly securing patients' Confidential Information.

19. According to its public statements regarding this matter, Emory became aware of this disclosure on or about February 20, 2012. Despite this actual notice of an unauthorized disclosure of Confidential Information, Emory failed to notify its patients about the Breach until April 20, 2012, which was 60 calendar days after Emory discovered the Breach. Pursuant to applicable regulations, Emory was required to notify its patients of the Breach without unreasonable delay, but in no event later than 60 calendar days after discovery. The applicable regulations required Emory to provide notification to its patients of the Breach of Confidential Information as soon as it had compiled all of the necessary information to provide such

notification and did not allow Emory to wait until the 60th calendar day after notification if the necessary information had previously been complied. Emory intentionally, recklessly, and/or negligently unnecessarily and unreasonably delayed its notification of its patients that their Confidential Information had been breached.

20. Emory also publishes for its patients a Notice of Privacy Practices as required by federal law. Emory acknowledges in this notice that it is required by law to ensure that its patients' health information is kept private and that it is required to follow the terms of its Notice of Privacy Practices. Emory's notice reflects that it may only use or disclose Confidential Information such as that at issue in this matter for limited purposes, none of which include the Breach that is at issue in this lawsuit.

21. Emory also notified its patients in its Notice of Privacy Practices that its patients have the right to inspect and copy their medical and billing records. Emory has violated its Notice of Privacy Practices with this disclosure and, upon information and belief, for the Plaintiff and class members has also violated this notice because Plaintiff and certain class members either no longer have access to the lost medical records and other Confidential Information or have only limited access to that information.

22. The health care facilities owned, operated, and/or managed by Emory are certified by the Joint Commission. The Joint Commission imposes certain industry standards and duties on health care organizations that are applicable to this case. For purposes of example and without limitation, these standards and duties required Emory at all relevant times to comply with applicable laws and regulations. This duty includes ensuring that all areas in which medical records and other Confidential Information are stored are properly secured. Emory intentionally,

willfully, recklessly, and/or negligently violated industry standards and duties by inappropriately disclosing Plaintiff's and class members' Confidential Information without authorization.

23. Defendant Emory has repeatedly violated applicable duties by inappropriately disclosing Confidential Information without proper authorization at times preceding the events at issue in this lawsuit. Emory had actual or constructive knowledge of recurring, systemic, and fundamental deficiencies in its information security, but it failed to respond to these deficiencies effectively and appropriately. Despite prior unauthorized disclosures of Confidential Information because of security breaches, Emory was unable or unwilling to secure the Confidential Information of the Plaintiff and class members in an appropriate and effective manner. The repeated failures by Emory to correct known vulnerabilities of its safeguards for Plaintiff's and the class members' Confidential Information demonstrate an intentional, reckless, and/or negligent disregard for the privacy rights and other rights of its patients.

24. HIPAA also imposes upon Emory certain industry standards of care and duties, including the duty not to disclose Confidential Information without prior authorization except in limited circumstances that do not apply to this case. Plaintiff does not bring this action on his own behalf or on behalf of the class members as an attempted private cause of action for Emory's violation of HIPAA, but Plaintiff does allege that HIPAA's Privacy Rule sets forth industry standards of care that were applicable to Emory and enumerates duties that Emory owed at relevant times to Plaintiff and the class members. Emory intentionally, willfully, recklessly, and/or negligently breached these duties by inappropriately disclosing the Plaintiff's and class members' Confidential Information without prior authorization.

25. Emory intentionally, willfully, recklessly, and/or negligently disregarded Plaintiff's and the class members' privacy rights and harmed Plaintiff and class members by

failing to observe and follow the procedures required by industry standards of care and applicable law for disclosure of Confidential Information without the prior written consent of the affected individuals.

26. Emory intentionally, willfully, recklessly, and/or negligently disregarded Plaintiff's and the class members' privacy rights and harmed Plaintiff and class members by disclosing, or allowing the disclosure of, Confidential Information to individuals or others who did not have a need for such information in the performance of their duties.

27. Emory intentionally, willfully, recklessly, and/or negligently disregarded Plaintiff's and the class members' privacy rights and harmed Plaintiff and class members by failing to notify Plaintiff and class members of the unauthorized disclosures of Confidential Information in a timely manner.

28. Emory intentionally, willfully, recklessly, and/or negligently disregarded Plaintiff's and the class members' privacy rights and harmed Plaintiff and class members by failing to establish or implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records such as the Confidential Information at issue in this case and to protect against anticipated threats to the Confidential Information's security or integrity. Emory's security deficiencies allowed, and continued to allow, a single individual to disclose and/or compromise the Confidential Information of hundreds of thousands of Georgia citizens. Emory's unwillingness and/or inability to establish and maintain requisite information security is an intentional, willful, reckless, and/or negligent failure to observe and follow industry standards and procedures required by law.

29. Plaintiff further alleges that, in addition to the other law and regulations set forth above that impose duties upon Emory that are applicable to certain state common law claims set

forth below, Georgia statutory law imposes upon Emory certain industry standards of care and duties that Emory owed to Plaintiff and the class members. See O.C.G.A. § 24-9-41, et seq. Emory intentionally, willfully, recklessly, and/or negligently violated these industry duties and standards of care, and the Plaintiff and class members were harmed as a direct and proximate result thereof in the matter set forth herein.

30. Georgia law shields certain health care providers from liability when they disclose medical information in compliance with Georgia statutory law, but no such shield is available for unauthorized disclosures of protected health information such as the Confidential Information disclosed by Emory in the Breach. Georgia law itemizes the limited circumstances under which a patient's medical information may be disclosed. None of these circumstances afford Emory any protection from liability in this case.

31. Emory's intentional, willful, reckless, and/or negligent actions and inactions complained of herein caused the Plaintiff and the class members adverse effects and damages including, but not limited to, mental distress, emotional distress, inconvenience, loss of peace of mind, embarrassment, pecuniary damages, and the threat of current and future harm from identity theft.

32. The threat of identity theft and similar adverse effects of Emory's intentional, willful, reckless, and/or negligent actions or inactions set forth herein requires affirmative steps by the Plaintiff and class members to recover peace of mind and personal security including, but not limited to, purchasing credit reporting services for several years, frequently obtaining and reviewing credit reports, which in and of itself will have a negative impact on Plaintiff's and the class members' credit scores, frequently obtaining and reviewing bank statements and other similar information, and closing or closely monitoring financial accounts. Plaintiff and the class

members have suffered, and will continue to suffer, tangible and intangible damages for the foreseeable future.

33. To the extent the actions and inactions at issue herein were committed by individuals, Plaintiff alleges that these individuals were employees and/or agents of Emory at all relevant times and were acting at all relevant times within the line and scope of their employment and/or agency. Emory is liable for the actions and inactions of its employees and/or agents pursuant to the doctrine of *respondeat superior*.

CLASS ACTION ALLEGATIONS

34. Plaintiff seeks certification of a class consisting of all resident citizens of the state of Georgia whose Confidential Information was compromised and/or disclosed without prior authorization as a result of the events surrounding the theft or loss of computer disks by Defendant Emory Healthcare, Inc. between February 7, 2012 and February 20, 2012. Excluded from the class is any person whose Confidential Information may have been so compromised or disclosed but who do not have a primary residence located within the state of Georgia.

35. This action is maintainable as a class action pursuant to O.C.G.A. § 9-11-23(a)(b)(1) – (3).

36. The class is so numerous that joinder of all members is impractical. While the exact number of class members cannot be quantified at this time, Emory has publicly acknowledged an unauthorized disclosure of Confidential Information for approximately 315,000 of its patients. Upon information and belief, the overwhelming majority of these patients are Georgia residents. Therefore, Plaintiff alleges upon information and belief that the class size exceeds 200,000 individuals and likely exceeds 250,000 individuals.

37. Joinder of class members' individual actions is also impractical because of the limited ability of individual class members to institute separate suits, and the general nature of the underlined action and relief sought.

38. There are substantial questions of fact and law common to all class members. The legal issues are limited to a series of identifiable violations of industry duties and standards of care that created the scenario under which the Breach could occur and that culminated in a wrongful disclosure of Confidential information that occurred between February 7, 2012 and February 20, 2012 when ten computer disks containing Confidential Information of the Plaintiff and class members were inappropriately removed from Emory's premises. The factual issues relating to Emory's violations of industry standards and legal duties are common to all class members. Similarly, the relief Plaintiff seeks on his own behalf and on behalf of all class members is dominated by equitable remedies. The facts, circumstances, and merits of the case, therefore, apply equally to all class members.

39. The claims of the representative Plaintiff are typical of the claims of the class members. The representative Plaintiff is an Emory patient who had his Confidential Information improperly disclosed by Emory as a result of the Breach and who was not notified by Emory in a reasonable amount of time. The claims of the other class members therefore mirror the claims brought by the representative Plaintiff.

40. The representative Plaintiff will fairly and adequately protect the interests of the class. The claims and causes of action brought by the representative Plaintiff span the breadth of issues raised in this action.

41. Counsel for the representative Plaintiff are qualified and experienced and will confidently and vigorously prosecute this action. Counsel for the representative Plaintiff has

significant experience in this field and is able and willing to commit the necessary resources to complete a thorough prosecution of this action.

42. The interests of the representative Plaintiff are not antagonistic to or in conflict with any other members of the class.

43. Emory has acted and refused to act on grounds generally applicable to the class, thus rendering final injunctive and declaratory relief with respect to the class as a whole an appropriate remedy.

44. The prosecution of separate actions by individual class members would create a risk of inconsistent results or varying adjudications that could establish incompatible standards of conduct for Emory.

45. Questions of law or fact applicable to the members of the class predominate over any questions affecting only individual members.

46. A class action is superior in this case to other methods for a fair and efficient adjudication of the controversy because: (a) The common interests of the class members predominate over any questions affecting only individual members; (b) no similar litigation concerning the controversy is known to have been commenced by members of the class; (c) concentrating litigation of this action in this Court would ensure appropriate, consistent, and efficient resolution of the issues raised in the jurisdiction where the offending conduct occurred; and (d) the difficulties in managing an action involving this class are significantly reduced by existing databases of potential class members known to Emory such that Emory was able to notify class members of the disclosure of Confidential Information at issue herein by mail. Because of the nature of this action and the publicity the events at issue in this lawsuit have

already received, adequate notice to any class members whose mailing addresses are not currently contained within Emory's database may be effectuated through notice by publication.

FIRST CAUSE OF ACTION

Invasion of Privacy

47. The Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

48. Between February 7, 2012 and February 20, 2012, Defendant Emory publicly disclosed the Plaintiff's and the class members' Confidential Information such that the disclosure is permanent and ongoing. This Confidential Information was and is comprised of private information and information or facts that were secluded or secret and were not to be made public.

49. The Confidential Information made public by Emory's actions and inactions was private to the Plaintiff and the individual class members, and the publication of this information is objectionable to a reasonable man of ordinary sensibilities under the circumstances at issue in this case.

50. The invasion of Plaintiff's and the class members' privacy occurred as a direct and proximate result of Emory's failure to secure and protect Plaintiff's and the class members' Confidential Information.

51. Plaintiff claims on behalf of himself and all class members nominal damages of \$1,000 per class member as a result of Emory's invasion of the Plaintiff's and class members' privacy.

SECOND CAUSE OF ACTION

Negligence/Wantonness

52. The Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

53. Defendant Emory has a duty to exercise reasonable care in safeguarding and protecting Plaintiff's and the class members' Confidential Information. Furthermore, healthcare organizations such as Emory have a statutory duty and a duty under Georgia common law to protect the privacy of its patients and to safeguard those patients' Confidential Information.

54. Defendant Emory negligently and/or wantonly violated its duty by failing to exercise reasonable care in safeguarding and protecting Plaintiff's and the class members' Confidential Information.

55. Alternatively, Emory's conduct set forth herein was so reckless and so charged with indifference to the consequences of its failure to exercise reasonable care in safeguarding and protecting Plaintiff's and the class members' Confidential Information as to amount to wantonness under Georgia law.

56. It was reasonably foreseeable that Defendant Emory's failure to exercise reasonable care in safeguarding and protecting Plaintiff's and the class members' Confidential Information would result in an unauthorized disclosure of said Confidential Information.

57. Plaintiff and the class members have been damaged as a direct and proximate result of Defendant Emory's actions and inactions set forth herein in the form of, without limitation, expenses for credit monitoring and insurance, expenses for periodic credit reports, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and noneconomic harm.

58. Defendant Emory's wrongful actions and/or inactions as set forth above constitute negligence and/or wantonness under Georgia common law.

THIRD CAUSE OF ACTION

Negligence Per Se

59. The Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

60. Federal and state statutory law and applicable regulations, including HIPAA's Privacy Rule and Georgia state law referenced above, set forth and otherwise establish duties in the industry that were applicable to Emory and with which Emory was obligated to comply at all relevant times hereto.

61. Defendant Emory violated these duties by failing to safeguard and protect the Plaintiff's and the class members' Confidential Information, which resulted in an unauthorized disclosure of the Plaintiff's and the class members' Confidential Information.

62. The purpose of HIPAA's Privacy Rule and the Georgia law cited above is to define and limit the circumstances in which the protected health information of individuals such as the Plaintiff and the class members may be used or disclosed. The stated purpose of HIPAA's Privacy Rule was also to establish minimum standards for safeguarding the privacy of the individually identifiable health information.

63. The unauthorized disclosure of the Plaintiff's and the class members' Confidential Information at issue in this action was exactly the type of conduct that the legislation referenced above was intended to prohibit, and the harm at issue in this case that has been suffered by the Plaintiff and the class members is the type of harm the legislation referenced above was intended to prevent.

64. Plaintiff and the class members fall within the class of persons HIPAA's Privacy Rule and the state statutory law referenced above were intended to protect.

65. The harm suffered and that may be suffered in the future by the Plaintiff and the class members is the same type of harm HIPAA's Privacy Rule and the state statutes referenced above were intended to guard against.

66. As a direct and proximate result of Emory's violation of HIPAA's Privacy Rule and the state law referenced above, Plaintiff and the class members were damaged in the form of, without limitation, expenses for credit monitoring and insurance, expenses for periodic credit reports, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and noneconomic harm.

67. Plaintiff is not attempting to bring a cause of action under HIPAA for violation of HIPAA's Privacy Rule. Under the circumstances of this case, however, Defendant Emory's violation of HIPAA's Privacy Rule and the state statutes referenced above constitutes negligence *per se*.

FOURTH CAUSE OF ACTION

Breach of Implied Contract

68. The Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

69. Defendant Emory had a tacit understanding with the Plaintiff and the class members as set forth in Emory's Notice of Privacy Practices that Emory would not disclose Plaintiff's or the class members' Confidential Information in a manner not authorized by applicable law or industry standards.

70. Emory's Notice of Privacy Practices provided to its patients created a meeting of the minds that, although not embodied in an express contract, was inferred from the conduct of the parties.

71. Emory breached its implied contract with the Plaintiff and the class members by failing to safeguard and protect Plaintiff's and the class members' Confidential Information such that an unauthorized disclosure of Plaintiff's and the class members' Confidential Information occurred.

72. As a direct and proximate result of Defendant Emory's breach of its implied contract with the Plaintiff and the class members, Plaintiff and the class members have been damaged in an amount to be proven at trial.

73. As further damages, Plaintiff and the class members request restitution and costs of mitigation including, but necessarily limited to, the purchase of credit monitoring, credit insurance, and periodic credit reports.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all class members, respectfully requests the following:

- a. That this Court enter an Order on all causes of action certifying this case as a class action, appointing Plaintiff as the class representative, and appointing Plaintiff's counsel of record as class counsel;
- b. That this Court award declaratory and injunctive relief as permitted by law or equity, including enjoining Defendant Emory from continuing the unlawful practices as set forth herein, directing Defendant Emory to review, modify, and update as necessary its security procedures for protecting its patients' Confidential Information, directing

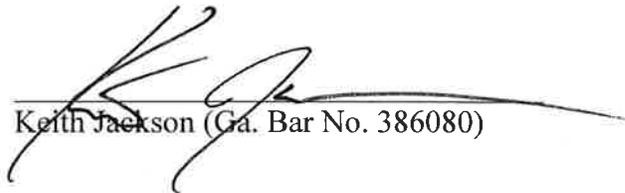
Defendant Emory to update its security procedures such that all digitally or electronically stored personal health information or other information private to its patients be encrypted in a manner so as to mitigate any future unauthorized disclosures similar to the disclosures at issue in this case, and directing Defendant Emory to notify, with Court supervision, all victims of Emory's conduct that Defendant will pay for the Plaintiff's and the class members' credit monitoring for a period not less than three years, that Defendant Emory will pay for identity theft and/or credit insurance for every class member for a period not less than three years, and that Defendant Emory will undergo internal audits on a periodic basis not less than annually by a third party qualified to conduct such audits to ensure the adequacy of the security of the personal health information of Emory's patients;

- c. That this Court direct Defendant Emory to provide all class members with bank account and other financial account monitoring and/or monitoring services for a period of not less than three years;
- d. That this Court award Plaintiff and members of the class nominal damages on the first cause of action set forth herein of an amount that is identical for every class member and that is not less than \$1,000.00 per class member;
- e. That this Court award Plaintiff and members of the class actual damages under all causes of action herein that entitle Plaintiff and class members to actual damages;
- f. That this Court award Plaintiff and the class members exemplary damages in an amount that is identical for every class member for Defendant Emory's intentional, willful, and wanton conduct as alleged herein;

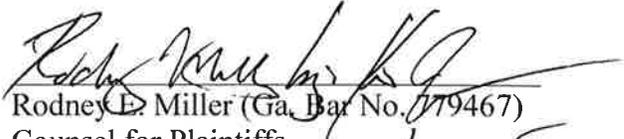
- g. That this Court award Plaintiff and the class members prejudgment and post-judgment interest as may be authorized by law, as well as their reasonable attorney's fees and other costs;
- h. That the Court direct Defendant Emory to notify all class members of any information that may come into Emory's possession indicating that any of the patients for whom Confidential Information was disclosed without prior authorization have been the victims of identity theft or other improper use of their Confidential Information; and
- i. That this Court provide for other legal and/or equitable relief as may be permitted by law and as justice requires.

JURY TRIAL DEMANDED.

Plaintiff on behalf of himself and all class members hereby demands a trial by jury on all issues so triable.


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