

FILED

SEP 25 2025

Hon. Stephen L. Petrillo, J.S.C.

SUPERIOR COURT OF NEW JERSEY
ESSEX VICINAGE
LAW DIVISION, CIVIL PART
DOCKET NO.: ESX-L-3299-25

ATLAS DATA PRIVACY CORPORATION, et. al.,
Plaintiffs,

v.

PEEKYOU LLC, RICHARD ROES 1-10, et. al.,
Defendants.

Opinion

Petrillo, J.S.C.

INTRODUCTION AND PROCEDURAL HISTORY

This matter arises from a motion to dismiss filed by Defendant PeekYou LLC (“Defendant” or “PeekYou”) pursuant to R. 4:6-2(e), seeking dismissal of the Complaint filed by plaintiffs Atlas Data Privacy Corporation (“Atlas”), as assignee of the claims of over 21,000 Covered Persons, along with individual plaintiffs Scott Maloney, Justyna Maloney, and Edwin Maldonado (collectively the “Individual Plaintiffs” and, with Atlas, “Plaintiffs”). The Complaint alleges failure to comply with the provisions of Daniel’s Law, N.J.S.A. 56:8-166.1 to 166.3, through continued “disclosure or re-disclosure on the Internet or otherwise making available” the protected information (home addresses or unpublished phone numbers) of individuals qualifying for protection under the statute.

The procedural posture of this case is as follows: Plaintiffs commenced this action, pleading that both the Individual Plaintiffs (suing in their capacity as covered persons) and the Assignors (individuals whose claims have been assigned in writing to Atlas) asserted claims against PeekYou for violations of Daniel’s Law. PeekYou filed its motion to dismiss, raising (among others) issues as to the sufficiency of the pleadings, standing (both in terms of covered person status and the validity of assignments), and failure to plead key statutory elements and damages.

In opposition, Plaintiffs advanced detailed argument rebutting the defendant’s position on standing, proper pleading under Daniel’s Law and the adequacy of their claims at this stage. Plaintiffs provided legal authority and pointed to substantial,

analogous, and in some instances, identical rulings from other New Jersey trial courts rejecting the primary arguments advanced by Defendant. The Plaintiffs' logic, interpretation, and authority in opposition are hereby adopted as the foundation for this Court's disposition of the motion.

The court heard oral argument on September 22, 2025, and reserved final decision. For the reasons explained the motion is **DENIED**.

FACTUAL BACKGROUND

Atlas operates a digital platform through which current and former law enforcement officers, judges, prosecutors, and child protection investigators—as well as their immediate family members residing together—may send written nondisclosure requests (“takedown notices”) to data brokers and similar private entities who publish identifying information online. Covered persons initiate the process by individually registering with Atlas, undergoing eligibility screening in accordance with Daniel’s Law, and, if verified, are provided with an individualized email account (“AtlasMail”) for the specific purpose of communicating with suspected violators.

Between January 2024 and the commencement of this litigation, the Individual Plaintiffs and 21,697 Assignors (each a “Covered Person” as defined by N.J.S.A. 56:8-166.1(d)) used Atlas’s platform to send written nondisclosure requests to Defendant PeekYou via email, requesting removal of their home address and/or unpublished home telephone numbers from Defendant’s web services. Compl. ¶¶ 24-34, 48, 52-53. The Complaint attaches a sample nondisclosure request and details the manner in which each sender was identified as a Covered Person, the form of the takedown notice, and the steps implemented to direct notice to Defendant.

Despite receipt of these takedown notices, Defendant allegedly continued to make such protected information publicly available well past the ten-business day statutory period mandated for compliance, thereby violating Daniel’s Law. Compl. ¶ 55. Each Assignor, prior to the institution of this action, executed a written assignment of their rights to Atlas, empowering Atlas to pursue statutory remedies on their behalf. *Id.* ¶¶ 29, 56.

LEGAL STANDARD

Pursuant to R. 4:6-2(e), a complaint should only be dismissed when, “after examining the allegations and according to plaintiff every reasonable inference, no cause of action can be gleaned even from an obscure statement, particularly if further discovery is taken.” Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 772 (1989). Motions to dismiss are to be granted “in only the rarest of instances,” and the facts are to be examined “with great liberality.” Green v. Morgan Props., 215 N.J. 431, 451-52 (2013); Banco Popular N. Am. v. Gandi, 184 N.J. 161, 183-86 (2005).

ANALYSIS

I. Standing and Validity of Assignments

Defendant argues that Atlas lacks standing as the assignee of the claims under Daniel’s Law, citing what they cast as a failure to identify the assignors, a lack of specificity as to covered person status, and conclusory references to the existence of assignments. The Court is unpersuaded.

As established by the Plaintiffs, Daniel’s Law expressly provides for such assignments: “A person, business, or association that violates subsection a. of this section shall be liable to the covered person or the covered person’s assignee, who may bring a civil action in the Superior Court.” N.J.S.A. 56:8-166.1(b).

The Complaint alleges that each Assignor is a covered person as defined by the statute, that each executed a written assignment in favor of Atlas prior to the filing of this action, and that the underlying assignment information would be supplied promptly upon entry of a protective order to safeguard privacy—a balance consistent with Daniel’s Law’s very purpose and the practice adopted in numerous analogous cases. Compl. ¶¶ 25, 29, 36-37, 57; Opp. Br. at 9-11.

Other New Jersey trial courts considering verbatim arguments on similar records have uniformly found these very allegations sufficient at the pleading stage, *provided* the assignee supplies the list of assignors under a protective order. See Atlas Data Privacy Corp., et al. v. REIPRO, LLC, et al., MRS-L-231-24, May 14, 2024 (Tr. 75:17-22, 76:24-77:2); Atlas Data Privacy Corp., et al. v. Batchservice, LLC, et al., MON-L-485-24, June 20, 2024 (Tr. 33-47). Indeed, these rulings have expressly recognized the impracticality and policy incoherence of requiring public

identification in a public pleading of each assignor for whose benefit the assignment exists—since the effect would be to compound the privacy risk Daniel’s Law was enacted to mitigate. Opp. Br. at 12-13, 24.

As the court held Atlas v. Attom Data Solutions: Where the protection of Covered Persons’ privacy is central to the legislative intent of Daniel’s Law, and where Plaintiffs have committed to providing identifying information and assignment proof subject to a protective order, the allegations are sufficient to state a claim. Agarwal Cert., Ex. B, Tr. 16.¹

This Court agrees and joins the view that the pleadings here are sufficient as a matter of law, provided such assignment and identifying information are produced in discovery and under appropriate privacy safeguards.

II. Sufficiency of Pleading a Daniel’s Law Violation

A. Adequacy of Notice and Factual Specificity

Defendant argues that the Complaint fails to allege that the nondisclosure requests were made by authorized persons or that the notices met the statute’s specificity requirements. Again, these arguments ignore the clear language of the Complaint and the pattern established in prior Daniel’s Law litigation.

The Complaint alleges that each Individual Plaintiff and Assignor is a covered person, that each used their specific AtlasMail account to send a written notice to Defendant, that these notices explicitly stated the person was a covered person under Daniel’s Law and included the name and protected information to be removed, and tracked the statutory notice format. Compl. ¶¶ 32-35, 53. An exemplar of such notice is included in the Complaint itself. Id. ¶ 53.

The argument that these notices are insufficient or that their sending cannot be attributed to the covered persons because Atlas’s system is involved is foreclosed by the comprehensive and specific pleadings. As the District Court of New Jersey has already reasoned: “A notice is not invalid because an authorized person uses a third party to deliver it ... [t]he complaints adequately allege that covered persons, not Atlas, sent the takedown notices.” Atlas Data Privacy Corp. v. We Inform, LLC, 2025 U.S. Dist. LEXIS 122792, at *4 (D.N.J. June 27, 2025).

¹ Atlas Data Privacy Corp., et al. v. Attom Data Solutions, LLC, et al., MER-L-273-24

B. Receipt of Notice

Defendant's claim that the Complaint fails to plead receipt of the notices is similarly without merit; the Complaint specifically alleges that such takedown notices were sent via email to Defendant and provides detailed factual narrative supporting this transmission. Compl. ¶ 52-53. As Judge McCann ruled:

The favorable inferences is they sent an email...that those are you know transmitted within minutes. All right. So, if I give the favorable inference that I have an email, it's a writing, it was sent, and there was at least ten business days from the date...and [the] Defendant had not acted to take down information. All of those inferences I have to give to the Plaintiff in this case.

Atlas v. REIPro, Tr. 10:18-25 to 11:1-13.

Moreover, a well-recognized rebuttable presumption exists that when an email is sent, it is received, especially in the absence of contrary evidence from Defendant. See Stephenson v. AT&T Services, Inc., 2021 U.S. Dist. LEXIS 153021 (E.D. Pa. Aug. 13, 2021) (adopting mail presumption in email context); We Inform, 2025 U.S. Dist. LEXIS 122792, at *5 (citing same).

C. Negligence and Culpability

Defendant's argument that the Complaint fails to allege Defendant's culpability is, again, inconsistent with the allegations and applicable precedent. The Complaint asserts that Plaintiffs sent requests and that Defendant failed to comply within (or well beyond) the statutory period. Compl. ¶¶ 55-62. This adequately pleads, at a minimum, negligence under Daniel's Law at the pleading stage. As the District Court recognized: "Plaintiffs allege that covered persons sent non-disclosure requests and that defendants continued to disclose or make available protected information...They further allege that in doing so, defendants 'wantonly and repeatedly disregarded the law.'...It can reasonably be inferred from what plaintiffs plead that defendants have been negligent in violating Daniel's Law." We Inform, 2025 U.S. Dist. LEXIS 122792, at *6.

D. Damages

As to damages, this Court accepts Plaintiffs' position that Daniel's Law affords mandatory liquidated damages of \$1,000 per violation, and does not, as Defendant argues, require "actual damages" as a prerequisite to recovery at the pleading stage. The complaint pleads damages as specified by the statute and further alleges emotional distress and anxiety resulting from the continued publication of covered persons' protected information—allegations echoed and accepted in the federal We Inform case and by other New Jersey Superior Court judges. We Inform, 2025 U.S. Dist. LEXIS 122792, at *6; Atlas v. Batchservice, Tr. 44:10-45:4.

As the District Court distilled:

Daniel's Law acts preemptively. It does not require a covered person to wait until a specific threat or actual physical injury takes place before a remedy is available...The sum of \$1,000 as compensation for emotional harm and distress for a violation of Daniel's Law is not an unreasonable amount in a world of increasing threats and physical harm to judges, prosecutors, law enforcement officials, and their families.

We Inform, 2025 U.S. Dist. LEXIS 122792, at *6.

CONCLUSION

For all the reasons stated above, this Court finds that the Complaint is sufficient to state a claim for violations of Daniel's Law and that Plaintiffs have standing as the assignee of the Assignors' claims, so long as the assignment and identifying information are provided subject to a protective order.

Defendant's motion to dismiss is hereby **DENIED**.

Plaintiffs are directed to provide the list of assignors and corresponding assignment information to Defendant under an appropriate protective order, as has been done and approved by the New Jersey courts handling similar matters and as was proposed on the record at oral argument.

A memorializing order shall issue simultaneously with the filing of this opinion.