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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ANNETTE CODY, individually and on
 behalf of all others similarly situated,
 Plaintiff,
 v.
 BOSCOVS, INC., a Pennsylvania
 corporation; and DOES 1 through 25,
 inclusive,
 Defendants.

Case No. 8:22-cv-01434-DOC-ADS
**RETAIL LITIGATION CENTER,
 INC.’S AMICUS BRIEF IN
 SUPPORT OF DEFENDANT
 BOSCOV’S, INC.’S MOTION TO
 DISMISS**
 Judge: The Hon. David O. Carter

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1 **I. INTRODUCTION**

2 Sterling customer service is essential to leading retailers. Increasingly,
3 retailers are employing written chat functions on their websites to enhance just that.
4 The written chat functions help customers get answers quickly, deal with otherwise
5 potential multi-lingual barriers, and help retailers spot trends in order to improve
6 customer service.¹

7 Although written chat functions may be a boon to customers and retailers
8 alike, the Retail Litigation Center² has seen a spike in litigation challenging the
9 practice, arguing that retailers that adopt these functions are violating the California
10 Invasion of Privacy Act (“CIPA”), a Cold War era law enacted by the California
11 legislature to prohibit espionage, wiretapping and similar invasive behavior by
12 imposing criminal and civil penalties.

13 These cases engage in semantic contortion to try to squeeze the proverbial
14 camel through the eye of a needle. But in the end no amount of wordplay can
15 square this anti-espionage statute with a consumer voluntarily using a website chat
16 feature that brings them convenience and better customer service.

17 The core allegation of these cases is that a retailer that receives and retains a
18 consumer’s written communication somehow invades the privacy of the note’s
19

20 _____
21 ¹ From the popular press to scholarly articles, the benefits that chatbots provide for
22 customer experience are broadly recognized. [See Chiara Valentina Mischia, Flora
23 Poetze, Christine Strauss, Chatbots in customer service: Their relevance and impact
24 on service quality, *Procedia Computer Science*, Volume 201,2022, Pages 421-428,
[Procedia PDF](#); see also *Forbes*, Mar. 9, 2017 (“What Is A Chatbot, And Why Is It
Important For Customer Experience?”), [Forbes Article](#).]

25 ² The Retail Litigation Center is the only trade organization dedicated solely to
26 representing the retail industry in the judicial system. The Retail Litigation Center
27 seeks to provide courts with retail-industry perspectives on important legal issues
28 impacting its members and to highlight the potential industry-wide consequences of
significant pending cases. Additional information about the RLC is in its
Application for Leave To File As *Amicus*.

1 sender. This does not withstand scrutiny. A customer who authors and sends a
2 written message necessarily knows that the retailer may keep it, just as an email, text
3 message, fax, or letter may be kept. There can be no invasion of privacy when a
4 retailer keeps a written message in these circumstances. And that common sense
5 conclusion does not change merely because a retailer may engage a vendor to help
6 provide the chat service, rather than developing and employing the chat
7 functionality in-house. In that instance, the law considers the vendor to be an arm of
8 the retailer, and so its involvement is viewed thru the prism of the retailer's actions.

9 In light of this commonsense conclusion, it becomes evident that this wave of
10 litigation is not aimed at stopping wrongful or harmful conduct; rather, the litigation
11 is a calculated attempt to leverage CIPA's statutory damages framework to generate
12 enough risk at scale to try to force a settlement, regardless of the actual merits of the
13 claim. The case at bar is part of this wave of nearly identical lawsuits brought by
14 the same plaintiffs' counsel on behalf of many of the same named plaintiffs against
15 just about every retailer that offers an online chat feature. But, despite Plaintiff's
16 hand-waving and sleights of hand, the website chat functions do not violate CIPA -
17 indeed, far from creating the egregious type of privacy invasion that CIPA is meant
18 to address, these chat functions provide a desirable convenience to consumers.

19 Accordingly, the RLC respectfully asks this Court not to permit the claims in
20 this bellwether case to proceed beyond the pleadings. Any other result may subject
21 the retail industry to millions of dollars in legal fees to combat meritless litigation
22 and deprive customers from accessing new and valued forms of customer service.
23 The RLC urges this Court to grant Defendant's Motion to Dismiss and, in so doing,
24 explain why CIPA does not prohibit the use of website chat functions.

25 **II. ARGUMENT**

26 **A. Chat Functions Are Helpful to Consumers and Retailers Alike**

27 Online retail has been steadily growing with a strong surge in recent years,
28 especially as traditional brick-and-mortar retailers have grown their online presence

1 and become omnichannel retailers. As retailers have developed their websites as
2 forums for selling goods, they have also developed them as new channels for
3 customers to get information or help.

4 Twenty years ago, customers were more likely to pick up a phone or go to a
5 store to get answers to their questions. Today, as instant messaging has become
6 more prevalent in every corner of society, consumers increasingly want to be able to
7 write and send a message to retailers and other online businesses to get the
8 information that they want.

9 Accordingly, over the past decade, retailers and other businesses with
10 customer-facing websites have increasingly been adding chat features to their
11 websites. Most retailers (especially smaller retailers) do not have the capacity to
12 develop these functionalities in-house but typically buy an “off-the-shelf” chat
13 function, which they have installed on their server-based websites.

14 By allowing a customer to type her message into chat and send it directly to
15 the business’s customer service representative, the user can get an immediate answer
16 to her question rather than waiting for an email response or navigating phone menus
17 and waiting on hold for a representative. Because the chat function depends on a
18 written request, customers who speak a different language can have their message
19 translated seamlessly through the chat function to the retailer’s customer service
20 representative. Chat also allows customers to send pictures to a representative (e.g.,
21 a picture of a damaged product) and allows a customer service representative to
22 send a screenshot with instructions to a less tech-savvy user. Customers expect
23 retailers to understand and pay attention to their needs; chat is one tool that retailers
24 use to respond to that expectation.

25 Chat provides utility for businesses as well. Some questions can be readily
26 answered by an automated attendant allowing customer service representatives to
27 focus on more complex questions. With chat, customer service representatives can
28 often help multiple customers at the same time. And the information received over

1 the chat function from many different users can help retailers spot trends - either
2 favorable or unfavorable - that need to be addressed.

3 For all these reasons and many more, online chat is a boon for customers and
4 retailers alike. But the combination of a popular and widespread new technology
5 with a statutory damage provision like CIPA's, are all of the ingredients necessary
6 to entice some enterprising plaintiffs' attorneys to try to cash in by making far-
7 reaching and far-fetched allegations. However, a close examination of CIPA paired
8 with common sense reveal that CIPA was not enacted to combat customer service
9 tools like website chat functions and does not apply to the way in which customers
10 and retailers are using today's chat technology.

11 **B. CIPA Was Enacted in the Cold War and Does Not Apply to the**
12 **Facts in These Cases.**

13 ***1. CIPA Is an Anti-Espionage Amendment to the California***
14 ***Penal Code***

15 CIPA was introduced in 1967, in the throes of the Cold War, when new
16 technologies made it easier to engage in clandestine activities, including industrial
17 espionage, snooping, and bugging. As set forth in the legislative history, CIPA was
18 enacted *as a criminal statute* to prevent these egregious activities:

- 19 • "The type of individual or business enterprise which often eavesdrops
20 for the purpose of obtaining trade secrets is unimpressed with the
21 present very small financial penalties for such violations, and the fact
22 that there are no increased penalties for repeated offenses almost invites
23 violation of the law in this field."
24 • "I think this is ample evidence that many businessmen and private
25 citizens are seriously concerned over the problem of the ready
26 availability of these electronic 'bugging' devices."
27
28

- 1 • “The availability of a civil action for the recovery of triple damages
2 should prove to be an effective deterrent in cases where *wire-tapping* or
3 *eavesdropping* is connected with *industrial espionage*.”
- 4 • “[T]he measure would severely restrict the private ‘snooper’ from
5 invading the privacy of our citizens.”

6 (See Request for Judicial Notice (“RJN”), at Exhibit A-(1-3) (emphasis added).)

7 Courts have observed that the California Legislature enacted CIPA to counter
8 “a serious and increasing threat to the confidentiality of private communications
9 resulting from then recent advances in science and technology that had led to the
10 development of new devices and techniques for eavesdropping upon and recording
11 such private communications.” *Kearney v. Salomon Smith Barney, Inc.*, 39 Cal. 4th
12 95, 115 (2006). Section 630 of CIPA identifies the types of serious invasions of
13 privacy that CIPA was meant to prohibit:

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

19 Cal. Penal Code § 630 (emphasis added).

20 Since then, CIPA has been amended from time to time to address new
21 technologies. Each time, the driving force behind the legislation has been to prevent
22 third parties from snooping in on conversations they have no business overhearing.
23 For example, in the 1980s and early 1990s, with the rise of cellular telephones and
24 wireless phones, the California legislature was concerned that the then-existing form
25 of CIPA did not prohibit the interception of then unencrypted analog
26 communications held over mobile phone frequencies. At that time, electronic
27 scanners could pick up the frequencies used by mobile telephones, making it easy
28 for unscrupulous individuals to intercept and record those conversations.

1 Accordingly, CIPA was amended in 1985, 1990, and 1992, adding several
2 subsections intended “to take account of privacy issues raised by the increased use
3 of cellular and cordless telephones.” *Smith v. LoanMe, Inc.*, 11 Cal. 5th 183, 191
4 (2021). The Legislature found that “the advent of widespread use of cellular radio
5 telephone technology means that persons will be conversing over a network which
6 cannot guarantee privacy in the same way that it is guaranteed over landline
7 systems.” (*Id.*) “[T]he Legislature [thus] prohibited the malicious interception of
8 calls from or to cellular or cordless phones (§§ 632.5, 632.6) and the intentional
9 interception or recording of a communication involving a cellular phone or a
10 cordless phone (§ 632.7).” *Id.*

11 The consistent intent of CIPA has thus generally been to prevent non-parties
12 to a communication from snooping in on those communications and either
13 overhearing them or recording them. None of the examples given by the Legislature
14 or in the legislative history can reasonably be read to include the current situation
15 where a customer voluntarily writes and sends a text message through a retailer’s
16 website chat function to the retailer. Today’s common use of a website instant
17 messaging/chat functionality between a customer and a business does not violate
18 CIPA in word or in spirit.

19 **2. CIPA Has Three Relevant Sections, Each Prohibiting Different**
20 **Conduct.**

21 CIPA has three separate sections relevant to the current wave of litigation.
22 Each was enacted by the Legislature to prohibit different and specific conduct.
23 Understanding each section, its history and its scope is helpful to understanding the
24 claims being asserted (or implied) in this litigation wave, including in this case.

25 **a. Section 631 prohibits wiretapping and related**
26 **misconduct by third parties**

27 Section 631 of CIPA prohibits wrongful conduct *by third parties* to
28 conversations by making it unlawful to tap telephone wires or otherwise intercept

1 and snoop on communications while they are in transit. *See Ribas v. Clark*, 38 Cal.
2 3d 355, 359 (1985) (“Section 631 was aimed at one aspect of the privacy problem –
3 eavesdropping, or the secret monitoring of conversations by third parties.”). Toward
4 this end, Section 631 has three prohibitions - (1) “tapping”; (2) “reading” a
5 “communication while the same is in transit”; and (3) “aiding . . . or conspiring with
6 any person” to commit one of the foregoing acts. Cal. Penal Code §631.

7 Both of the first two prongs of Section 631 (“tapping” and “in transit”)
8 require an *interception* of a communication *by a non-party to the communication*.
9 *See also Bradley v. Google, Inc.*, No. C 06-05289 WHA, 2006 WL 3798134, at *6
10 (N.D. Cal. Dec. 22, 2006) (“[T]hese sections of California’s Invasion of Privacy Act
11 require the interception of an electronic communication.”). A party to a
12 conversation cannot itself “intercept” a communication directed to it; nor can a party
13 to a conversation “read” or “learn the contents” of a message while it is in transit.
14 *See Powell v. Union Pac. R. Co.*, 864 F. Supp. 2d 949, 954 (E.D. Cal. 2012)
15 (holding that Section 631 applies only to “third party actions” so, a party to a call
16 cannot be liable); *Membrila v. Receivables Performance Mgmt., LLC*, No. 09-cv-
17 2790, 2010 WL 1407274, at *2 (S.D. Cal. Apr. 6, 2010) (holding that a party to a
18 conversation could not have intercepted or eavesdropped on that same
19 conversation). Rather, the intended recipient hears the message when it gets to them
20 in the ordinary course.

21 Relatedly, because the third prong of Section 631 makes it unlawful to “aid[] .
22 . . . or conspire[] with any person” to eavesdrop on a conversation, courts have held
23 that where there is no wrongdoing under either of the first two prongs of Section
24 631, there is also no aiding and abetting liability. *Graham v. Noom, Inc.* (“Noom”),
25 533 F. Supp. 3d 823, 831 (N.D. Cal. 2021); *Powell*, 864 F. Supp. 2d at 954 (a party
26 to a conversation cannot be “liable for aiding or conspiring with a third party to
27 enable that party to listen in on the call.”). Importantly, where a vendor is merely
28 providing services to a party to the communication, the law treats the vendor and the

1 party as one-and-the-same. As such, a principal (such as the retailer here) cannot
 2 violate the third prong by “aiding and abetting” a vendor’s non-violation.³ *Noom*,
 3 533 F. Supp. 3d at 832. Moreover, these complaints (like the one at bar) do not
 4 allege that the vendor was recording or utilizing the information in the chats for its
 5 own financial gain.⁴

6 **b. Section 632 prohibits the secret recording of**
 7 **“confidential” communications**

8 Section 632 is aimed at a different type of conduct than Section 631. Section
 9 632 makes it unlawful to “intentionally and without the consent of all parties to a
 10 *confidential communication*, use[] an electronic amplifying or recording device to
 11 *eavesdrop upon or record the confidential communication*, whether the
 12 communication is carried on among the parties in the presence of one another or by
 13 means of a telegraph, telephone, or other device, except a radio.” Cal. Penal Code §
 14 632 (emphasis added). Unlike Section 631, Section 632 can apply to parties to a
 15

16 ³ Notably, nothing in the language of Section 631 refers to recording. Where
 17 California courts have addressed recording in the Section 631 context, they have
 18 held that Section 631 *does not* apply to a party that records the conversation.
 19 *Warden v. Kahn*, 99 Cal. App. 3d 805, 811 (1979); *Rogers v. Ulrich*, 52 Cal. App.
 20 3d 894, 899 (1975) (where defendant installed a tape recorder jack on his telephone
 21 that allowed him to record phone calls and then share the recordings with the media,
 22 the Court affirmed dismissal of the Section 631 claim, explaining that it cannot be
 23 “a secret to one party to a conversation that the other party is listening to the
 24 conversation; only a third party can listen secretly to a private conversation”).

25 ⁴ Indeed, here, the Plaintiff admits that the vendors are operating on behalf of their
 26 clients. See, FAC paragraph 12 (“...harvest valuable data from such
 27 communications for the benefit of their clients like Defendant.”) Accordingly,
 28 Plaintiff can find no solace in *Revitch v. New Moosejaw, LLC*, 2019 WL 5485330
 (N.D. Cal. Oct. 23, 2019), or *In re Facebook, Inc. Internet Tracking Litig.*, 956 F.3d
 589 (9th Cir. 2020) because the technologies involved are so fundamentally distinct.
 In both *Moosejaw* and *Facebook*, the vendor was employing technology to not only
 assist the website operator, but also for the benefit of the technology provider.
 Nothing in the complaints that have been filed says that the vendors were gathering
 user data for the vendors’ benefit.

1 conversation. *See Ribas*, 38 Cal. 3d at 360-61. However, Section 632’s restrictions
2 only apply to “confidential communications.” Cal. Penal Code § 632(a). A
3 “confidential communication” means “any communication carried on in
4 circumstances *as may reasonably indicate* that any party to the communication
5 desires it to be confined to the parties thereto, *but excludes a communication made*
6 *in a public gathering or . . . in any other circumstance in which the parties to the*
7 *communication may reasonably expect that the communication may be overheard*
8 *or recorded.”* *Id.* at § 632(c), (emphasis added).

9 Although Plaintiff has not asserted a Section 632 claim in this or other cases
10 like it, the RLC raises it here because the complaints and demand letters appear to
11 allude to this section with phrases like “private communications” and “privacy
12 expectations” - phrases that do not appear in Sections 631 or 632.7.

13 Section 632 clearly does not apply to the website chat function, which may be
14 why Plaintiff has not alleged its violation. Regardless of whether a user could
15 reasonably believe that its text message into a website chat function was
16 confidential, the user’s act of voluntarily writing and sending the message implies
17 that the user consented to the recipient’s receipt and retention of the message.
18 Indeed, the California Supreme Court has held that sending a writing creates an
19 inference that the sender consents to the recipient keeping the writing. *Smith*, 11 Cal.
20 5th at 194, n.4 (“The circumstances involved with certain kinds of communications
21 may lead to a reasonable inference that a party sending a communication has
22 consented to having it recorded by the intended recipient—*recording would be*
23 *expected with a facsimile or text transmission, for example.”*) (emphasis added).
24 Moreover, customers are just as likely these days to expect retailers and other
25 businesses to be familiar with their concerns (by, for example, retaining logs of chat
26 messages) rather than having to repeat their concerns multiple times.

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1 c. **Section 632.7 prohibits the secret recording of**
2 **communications between a mobile phone and another**
3 **phone**

4 Section 632.7 was enacted by the Legislature to plug a perceived hole in
5 Section 632. As noted above, Section 632 prohibits the recording of a
6 communication “whether the communication is carried on among the parties in the
7 presence of one another or by means of a telegraph, telephone, or other device,
8 *except a radio.*” Cal. Penal Code § 632 (emphasis added).

9 In the 1980s and 1990s, the California Legislature was concerned that the
10 “except a radio” limitation in Section 632 meant that the section might not apply to
11 the interception or recording of communications involving cellular radio technology.
12 *Smith*, 11 Cal. 5th at 196-97. As a result, the Legislature enacted Section 632.7,
13 which prohibits the wrongful interception or recording of communications
14 “transmitted *between* [(i)] two cellular radio telephones, [(ii)] a cellular radio
15 telephone and a landline telephone, [(iii)] two cordless telephones, [(iv)] a cordless
16 telephone and a landline telephone, [(v)] or a cordless telephone and a cellular radio
17 telephone.” Cal. Penal Code § 632.7 (emphasis added). Section 632.7 – by its very
18 text – is not, however, applicable to communications sent or received via other
19 systems or any other way (like through a website server used to host a retailer’s
20 online presence).

21 In addition, as with Section 632, the bare act of one person communicating in
22 writing and sending that writing to the recipient, the very nature of which allows the
23 recipient to receive and store the written messages, means that Plaintiff consented to
24 the recipient’s “recording” or retention of that written conversation. *See Smith*, 11
25 Cal. 5th at 194, n.4. Written communications are different from oral
26 communications, and, absent some element that contradicts the inference of consent,
27 there is no restriction on keeping the received writing.

28

1 Plaintiff's Section 632.7 claim boils down to an allegation that businesses
2 with website chat features have an obligation to delete the written messages after the
3 chat session was over (or during the chat after receipt of each message). But CIPA
4 does not contain any requirement to delete the record of a communication, including
5 a record that is stored in the same fashion - written - as it was created and sent by
6 the user. In other words, CIPA cannot reasonably be interpreted to contain a
7 deletion requirement, and Plaintiff can point to no section of CIPA that requires it.⁵

8 **d. The Rule of Lenity Requires Ambiguities To Be**
9 **Construed In Defendant's Favor**

10 The rule of lenity exists to select between "reasonable interpretations" to
11 resolve any ambiguity in a penal statute. *See Smith*, 11 Cal. 5th at 194. Toward this
12 end, courts must construe criminal statutes in favor of defendants even where, as
13 here, those criminal statutes are used as the basis for a civil claim. *See Leocal v.*
14 *Ashcroft*, 543 U.S. 1, 11 n.8 (2004) ("Although here we deal with § 16 in the
15 deportation context, § 16 is a criminal statute, and it has both criminal and
16 noncriminal applications. Because we must interpret the statute consistently,
17 whether we encounter its application in a criminal or noncriminal context, the rule
18 of lenity applies."). Thus, a defendant is only required to show that some doubt or
19 ambiguity exists as to the statutory interpretation and that the defendant's
20 interpretation is reasonable.

21
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23
24 ⁵ By contrast, the California Consumer Privacy Act ("CCPA") does contain an
25 express data deletion requirement, but even there that deletion obligation is only
26 triggered *once the customer requests that data to be deleted through a defined*
27 *process*. Cal. Civ. Code § 1798.105. The CCPA provision proves that the
28 California legislature is capable of crafting a deletion requirement when it wants to.
Without any reference to such a requirement in CIPA, one can only conclude that
none was intended.

1 CIPA is part of the California Penal Code that is being used here as the basis
2 for civil claims. Thus, to the extent any doubts remain as to the proper scope of the
3 relevant provisions of CIPA, they should be resolved in a defendant’s favor.

4 **C. This Case Is the “Tip of the Spear” and Should Be Clearly**
5 **Repudiated at the Pleading Stage**

6 CIPA is a complicated amalgamation of sections created over several decades
7 directed at specific technologies and espionage-like activities that were of concern
8 to the California Legislature. As a portion of the Penal Code, CIPA is a serious law
9 with serious consequences intended to prevent and punish egregious invasions of
10 privacy. But CIPA does not apply where, as here, customers voluntarily send text
11 messages through a business website’s chat functions to the intended business
12 recipient and that business keeps a copy of the written communication. There
13 should be no question that when the consumer sends such a message, the consumer
14 intends for the retailer to read it. The written nature of the message further implies
15 that the retailer may retain the message. *Smith*, 11 Cal. 5th at 194, n.4

16 Despite this common sense and commonly held understanding of CIPA,
17 Plaintiff’s attorneys at Pacific Trial Group have sent well over one hundred demand
18 letters and filed dozens of complaints asserting these meritless theories in an attempt
19 to generate a lucrative windfall through “gotcha” litigation. A listing of the
20 demands that have progressed to active complaints (all filed by Pacific Trial Group)
21 is attached as Exhibit B to the RJN. The allegations in the demand letters and
22 complaints are virtually identical. They allege that retailers providing instant-
23 message-like chat features on their websites that allow consumers to engage in
24 written conversations with the retailer are violating CIPA either by “recording” their
25 customers’ message or by engaging third party vendors to provide the messaging
26 platform. These far-fetched claims must be repudiated at the pleading stage and
27 quickly.

28

1 This is especially so because litigation, and particularly class action litigation,
2 is very expensive. Even the initial steps - conducting a factual investigation,
3 responding to the complaint, and briefing a motion to dismiss - are costly. If a case
4 proceeds beyond the pleadings, the costs of written and documentary evidence,
5 depositions and opposing class certification increases significantly, even for one
6 retailer. Magnified across an industry, the expenditures rise dramatically. If these
7 cases proceed beyond the pleadings, the retail industry as a whole will waste
8 millions of dollars responding to meritless claims.

9 In the absence of a clear statement from the courts, Plaintiff and her counsel
10 are proceeding and are actively seeking to extract settlements on dozens and dozens
11 of meritless claims based upon a perceived or manufactured uncertainty in the law.⁶
12 Drawing out these claims until summary judgment or class certification simply
13 serves to provide Plaintiff and counsel with unwarranted leverage to extract
14 settlements - mostly from smaller retailers who cannot afford to fight these cases
15 through those later stages.

16 Moreover, CIPA's express, statutorily-crafted boundaries and the precedential
17 opinions enforcing them are vital to the RLC's retail members. These boundaries
18 protect retailers' ability to evolve technologically and to serve their customers well,
19 while also shielding personal information from getting into the wrong hands. This
20 slew of complaints and demand letters threatens this established balance and creates
21 uncertainty where there should be stability.

22 The RLC urges the Court to recognize these dangers and put these claims to
23 rest from the start.

24
25 _____
26 ⁶ Plaintiff's dramatic overstatement of the holding in the unpublished 9th Circuit
27 decision in *Javier v. Assurance IQ, LLC*, 2022 WL 1744107 (9th Cir., May 31,
28 2022), even in her Opposition to *Ex Parte* Application for leave to file this brief,
demonstrates the need for direct authority addressing these commonly used chat
features.

EXHIBIT B

Case Appendix				
No.	Case Name	Court	Case No.	Date Filed
1	<i>Licea v. Uniqlo USA LLC</i>	Southern District of California	3:22-cv-01489	October 2, 2022
2	<i>Licea v. Logitech Inc.</i>	Southern District of California	3:22-cv-01490	October 2, 2022
3	<i>Licea v. Bath and Body Works Direct, Inc.</i>	Southern District of California	3:22-cv-01528	October 6, 2022
4	<i>Licea v. Wolverine World Wide, Inc.</i>	Southern District of California	3:22-cv-01564	October 12, 2022
5	<i>Licea v. Genesco, Inc.</i>	Southern District of California	3:22-cv-01567	October 12, 2022
6	<i>Licea v. BJ Acquisition, LLC</i>	Southern District of California	3:22-cv-01579	October 13, 2022
7	<i>Licea v. Payless Shoesource Worldwide, LLC</i>	Southern District of California	3:22-cv-01586	October 14, 2022
8	<i>Licea v. Overstock.com, Inc.</i>	Southern District of California	3:22-cv-01594	October 16, 2022
9	<i>Licea v. Vitacost.com, Inc.</i>	California Superior Court, San Diego County	37-2022-00042326	October 21, 2022
10	<i>Licea v. Igloo Products Corp.</i>	California Superior Court, San Diego County	37-2022-00042507	October 21, 2022
11	<i>Licea v. Tommy Hilfiger U.S.A., Inc.</i>	California Superior Court, San Diego County	37-2022-00042365	October 24, 2022
12	<i>Licea v. Chewy, Inc.</i>	California Superior Court, San Diego County	37-2022-00042310	October 24, 2022
13	<i>Byars v. Casper Sleep Inc.</i>	California Superior Court, Can Bernadino County	CIVSB2215902	July 22, 2022

14	<i>Byars v. Whirlpool Corp.</i>	California Superior Court, Can Bernadino County	CIVSB2215944	July 25, 2022
15	<i>Valenzuela v. Under Armour, Inc.</i>	California Superior Court, Los Angeles County	22STCV24206	July 27, 2022
16	<i>Cody v. Dollar Shave Club Inc.</i>	California Superior Court, Orange County	30-2022-01272183	July 28, 2022
17	<i>Licea v. Adidas America, Inc.</i>	California Superior Court, Can Bernadino County	CIVSB2216418	July 28, 2022
18	<i>Licea v. Talbots, Inc.</i>	California Superior Court, Can Bernadino County	CIVSB2216443	July 28, 2022
19	<i>Licea v. Autozone Inc.</i>	California Superior Court, Can Bernadino County	CIVSB2216467	July 28, 2022
20	<i>Byars v. The Goodyear Tire and Rubber Co.</i>	Central District of California	5:22-cv-1358	August 1, 2022
21	<i>Valenzuela v. MAC Cosmetics Inc.</i>	Central District of California	5:22-cv-1360	August 1, 2022
22	<i>Cody v. Boscov's Inc.</i>	Central District of California	8:22-cv-1434	August 2, 2022
23	<i>Byars v. Rite Aid Corp.</i>	Central District of California	5:22-cv-1377	August 4, 2022
24	<i>Licea v. Old Navy LLC</i>	Central District of California	5:22-cv-1413	August 10, 2022
25	<i>Valenzuela v. Kaspersky Lab, Inc.</i>	California Superior Court, Los Angeles County	22STCV26119	August 12, 2022
26	<i>Cody v. Promises Behavioral Health LLC</i>	Central District of California	8:22-cv-1529	August 16, 2022

27	<i>Valenzuela v. Massage Envy Franchising LLC</i>	Central District of California	2:22-cv-5817	August 17, 2022
28	<i>Byars v. Sterling Jewelers Inc.</i>	Central District of California	5:22-cv-1456	August 18, 2022
29	<i>Valenzuela v. Michael Kors (USA) Inc.</i>	Central District of California	2:22-cv-5902	Filed in California Superior Court, Los Angeles County July 22, 2022; Removed August 19, 2022
30	<i>Valenzuela v. Nationwide Mut. Ins. Co.</i>	Central District of California	2:22-cv-6177	Filed in California Superior Court, Los Angeles County July 26, 2022; Removed August 30, 2022
31	<i>Cody v. Athletic Propulsion Labs LLC</i>	Central District of California	8:22-cv-01627	September 1, 2022
32	<i>Valenzuela v. AIG Direct Ins. Servs.</i>	Central District of California	5:22-cv-1561	September 6, 2022
33	<i>Licea v. Gamestop Inc.</i>	Central District of California	5:22-cv-1562	September 6, 2022
34	<i>Cody v. Tiffany & Co.</i>	Central District of California	8:22-cv-1648	Filed in California Superior Court, Orange County July 28, 2022; Removed September 6, 2022
35	<i>Valenzuela v. AFLAC Inc.</i>	Central District of California	2:22-cv-6348	Filed in California Superior Court, Los Angeles County July 22, 2022; Removed September 6, 2022

36	<i>Cody v. Warby Parker Inc.</i>	Central District of California	8:22-cv-01653	Filed in California Superior Court, Orange County August 2, 2022; Removed September 7, 2022
37	<i>Cody v. Columbia Sportswear Co.</i>	Central District of California	8:22-cv-1654	Filed in California Superior Court, Orange County August 2, 2022; Removed September 7, 2022
38	<i>Valenzuela v. BJ's Wholesale Club, Inc.</i>	Central District of California	2:22-cv-6378	Filed in California Superior Court, Los Angeles County August 3, 2022; Removed September 7, 2022
39	<i>Valenzuela v. The Kroger Co.</i>	Central District of California	2:22-cv-6382	Filed in California Superior Court, Los Angeles County August 3, 2022; Removed September 7, 2022
40	<i>Byars v. Hot Topic Inc.</i>	Central District of California	5:22-cv-1652	September 20, 2022
41	<i>Licea v. American Eagle Outfitters, Inc.</i>	Central District of California	5:22-cv-1702	September 28, 2022
42	<i>Esparaza v. Dickeys BBQ Pit Inc.</i>	Southern District of California	3:22-cv-01502	October 4, 2022
43	<i>Valenzuela v. Papa Murphy's International, LLC</i>	Central District of California	5:22-cv-01789	October 11, 2022

44	<i>Esparza v. Minted, LLC</i>	Southern District of California	3:22-cv-01560	October 11, 2022
45	<i>Licea v. Caraway Home Inc.</i>	Central District of California	5:22-cv-01791	October 12, 2022
46	<i>Licea v. Luxottica of America Inc.</i>	Central District of California	5:22-cv-01826	October 16, 2022
47	<i>Valenzuela v. West Marine Products Inc.</i>	California Superior Court, Riverside County	CVR12204524	October 19, 2022
48	<i>Valenzuela v. Pear Sports LLC</i>	California Superior Court, Riverside County	CVR12204529	October 19, 2022
49	<i>Valenzuela v. Carvana, LLC</i>	California Superior Court, Riverside County	CVR12204530	October 19, 2022
50	<i>Valenzuela v. CNO Services LLC</i>	California Superior Court, Riverside County	CVR12204525	October 19, 2022
51	<i>Esparza v. Crocs, Inc.</i>	California Superior Court, San Diego County	37-2022-00042517	October 21, 2022
52	<i>Esparza v. Concentrix Corp.</i>	California Superior Court, San Diego County	37-2022-00042499	October 21, 2022
53	<i>Esparza v. Fanduel Inc.</i>	California Superior Court, San Diego County	37-2022-00042370	October 21, 2022
54	<i>Martin v. Lovisa America, LLC</i>	Eastern District of California	1:22-cv-01356	October 23, 2022
55	<i>Martin v. Sephora USA, Inc.</i>	Eastern District of California	1:22-cv-01355	October 23, 2022
56	<i>Licea v. Puma North America, Inc.</i>	California Superior Court, Can Bernadino County	CIVSB2216492	Filed in California Superior Court, San

				Bernadino County July 28, 2022; Removed November 2, 2022
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