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Attorneys for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

NOELLE D'ANGELO and ANTHONY
D'ANGELO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

THE GENERAL MOTORS COMPANY
d/b/a CHEVROLET,

Defendant.

Case No. '23CV0985 WQHDEB

CLASS ACTION COMPLAINT

JURY TRIAL REQUESTED

1 **CLASS ACTION COMPLAINT**

2 Plaintiffs Noelle D’Angelo and Anthony D’Angelo (collectively “Plaintiffs”),
3 individually and on behalf of all others similarly situated, file this Class Action
4 Complaint against Defendant The General Motors Company d/b/a Chevrolet,
5 (“Defendant”) as the owner and operator of Chevrolet.com (the “Website”) for
6 violations of the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code §§
7 630–638 and California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
8 § 17200 *et seq.* Plaintiffs’ claims arise from Defendant’s secret integration of third
9 parties’ software to secretly wiretap and eavesdrop on the private conversations of
10 users of the chat features on the Website in real time and Defendant’s practice of
11 allowing Third Parties to do so in order to harvest data for financial gain. Defendant
12 did not obtain visitors’ consent to either the wiretapping or sharing of their private
13 conversations. As a result, Defendant and the third parties have violated the CIPA
14 in numerous ways. Plaintiffs bring these claims based upon personal knowledge,
15 where applicable, information and belief, and the investigation of counsel, which
16 included, among other things, consultations with experts in the field of data privacy.

17 **JURISDICTION AND VENUE**

18 1. This Court has subject matter jurisdiction of this action pursuant to 28
19 U.S.C. Section 1332 of the Class Action Fairness Act of 2005 because: (i) there are
20 100 or more class members, (ii) there is an aggregate amount in controversy
21 exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is at least
22 minimal diversity because at least one Plaintiff and Defendant are citizens of
23 different states.

24 2. Pursuant to 28 U.S.C. Section 1391, venue is proper because a
25 substantial part of the acts and events giving rise to the claims occurred in this
26 District, including but not limited to Plaintiffs use of the Website and the illegal
27 wiretapping of Plaintiffs’ communications.

1 3. Defendant is subject to personal jurisdiction because it has sufficient
2 minimum contacts with California and it does business with California residents.

3 **PARTIES**

4 4. Plaintiffs Noelle D’Angelo and Anthony D’Angelo are residents and
5 citizens of California.

6 5. Defendant The General Motors Company d/b/a Chevrolet, or
7 Defendant, is a multinational corporation headquartered in Michigan, that does
8 business in California, and owns, operates, and/or controls the Website
9 Chevrolet.com.

10 **STATEMENT OF FACTS**

11 6. The California Invasion of Privacy Act (“CIPA”) prohibits both
12 wiretapping and eavesdropping of electronic communications without the consent
13 of all parties to the communication.

14 7. The CIPA provides that it is a violation of Cal. Penal Code § 631(a) for
15 any person “by means of any machine, instrument, contrivance, or in any other
16 matter,” to do any of the following:

17 Intentionally tap[], or make[] any unauthorized connection, whether
18 physically, electrically, acoustically, inductively or otherwise, with
19 any telegraph or telephone wire, line, cable, or instrument, including
20 the wire, line, cable, or instrument of any internal telephonic
21 communication system,

22 or

23 Willfully and without the consent of all parties to the
24 communication, or in any unauthorized manner, read[] or attempt[]
25 to read or learn the contents or meaning of any message, report, or
26 communication while the same is in transit or passing over any wire,
27 line or cable or is being sent from or received at any place within
28 this state,

1 or

2 Use[], or attempt[] to use, in any manner, or for any purpose, or to
3 communicate in any way, any information so obtained,

4 or

5 Aid[], agree[] with, employ[], or conspire[] with any person or
6 persons to unlawfully do, or permit or cause to be done any of the
7 acts or things mentioned above in this section.

8 8. Section 631(a) is not limited to phone lines. *See Matera v. Google Inc.*,
9 No. 15-CV-04062-LHK, 2016 WL 8200619, at *21(N.D. Cal. Aug. 12, 2016) (CIPA
10 applies to “new technologies” and must be construed broadly to effectuate its
11 remedial purpose of protecting privacy); *Bradley v. Google, Inc.*, No. C 06-05289-
12 WHA, 2006 WL 3798134, at *5-6 (N.D. Cal. Dec. 22, 2006) (CIPA governs
13 “electronic communications”); *In re Facebook, Inc. Internet Tracking Litigation*,
14 956 F.3d 589 (9th Cir. 2020) (reversing dismissal of CIPA and common law privacy
15 claims based on Facebook’s collection of consumers’ Internet browsing history).

16 9. Compliance with CIPA is easy, and the vast majority of website
17 operators comply by conspicuously warning visitors if their conversations are being
18 recorded or if third parties are eavesdropping on them. “CIPA compliance is not
19 difficult. A business must take certain steps... with a chat feature... to ensure that it
20 obtains valid consent consistent with the holdings of courts interpreting CIPA.”¹

21 10. Unlike most companies, Defendant ignores CIPA. Instead, Defendant
22 allows Third Parties to wiretap and eavesdrop on the chat conversations of all its
23 website visitors. Why? Because, as one industry expert notes, “Live chat transcripts
24 are the gold mines of customer service. At your fingertips, you have valuable
25
26
27

28 ¹ See www.leechtishman.com/insights/blog (last accessed February 2023).

1 customer insight to make informed business decisions. . .When people are chatting,
2 you have direct access to their exact pain points.”²

3 11. Defendant’s actions are not incidental to the act of facilitating e-
4 commerce, nor are they undertaken in the ordinary course of business. To the
5 contrary, as noted above, Defendant’s actions are contrary to industry norms and the
6 legitimate expectations of consumers.

7 12. To enable the wiretapping, Defendant has covertly embedded a third-
8 party’s code into its chat feature that automatically records and creates transcripts of
9 all such conversations. To enable the eavesdropping, Defendant allows at least one
10 independent Third Party (on information and belief, “Liveperson.net”) to secretly
11 intercept in real time, eavesdrop upon, interpret, analyze, store, and use for that
12 Third-Party’s own purposes transcripts of Defendant’s chat communications with
13 unsuspecting website visitors – even when such conversations are private and deeply
14 personal.

15 13. Chat communications on the Website are intercepted by Liveperson.net
16 while those communications are in transit, and this is accomplished because the
17 imbedded code directs those communications to be routed directly to Liveperson.net.
18 Liveperson.net’s chat service is an Application Programming Interface (API) that is
19 “plugged into” the Website. The chat function is run from Liveperson.net’s servers
20 but allows for chat functionality on the Website. In other words, Liveperson.net runs
21 the chat service from its own servers, but consumers interact with the chat service
22 on Defendant’s Website, so it appears they are *only* communicating with a company
23 representative of Defendant.

24 14. Thus, whenever a chat message is sent from a member of the Class to
25 Defendant, it is first routed through Liveperson.net’s server. This enables
26

27 ² See <https://www.ravience.co/post/improve-marketing-roi-live-chat-transcripts>
28 (last accessed February 2023).

1 Liveperson.net to analyze, interpret, and collect customer-support agent interactions
2 in real time to create live transcripts of communications *as they occur*, among other
3 services.

4 15. Defendant neither informs visitors of this conduct nor obtains their
5 consent to these intrusions. By contrast, Liveperson.net boasts that it harvests data
6 from the chat transcripts it intercepts, eavesdrops upon, interprets, analyzes, stores,
7 and uses for a variety of its own purposes—all without Plaintiffs’ or class members’
8 consent—saying, “The Engagement History API is available for you to search, filter,
9 and keep copies of chat transcripts and related data to later perform further analyses
10 using third-party tools (DWH, CRM systems, etc.). The API enables the
11 development of tailored dashboards, displaying information such as the reasons for
12 chats ending, what time of day most chats occur, chat duration across different
13 devices, and so on.”³

14 16. Each unsuspecting visitor has their conversations exhaustively
15 analyzed in combination with a vast amount of data organized into numerous
16 attributes that Liveperson has collected about the visitor via its “Conversational
17 Cloud” platform.⁴ Liveperson utilizes 10 kinds of Engagement Attributes, which
18 are organized into three categories: “eCommerce Info, Visitor Info, and Visitor
19 Journey.”⁵

22 ³ See [https://knowledge.liveperson.com/agent-manager-workspace-manager-tools-](https://knowledge.liveperson.com/agent-manager-workspace-manager-tools-for-live-chat-web-history.html/)
23 [for-live-chat-web-history.html/](https://knowledge.liveperson.com/agent-manager-workspace-manager-tools-for-live-chat-web-history.html/) (last accessed April 2023).

24 ⁴ <https://developers.liveperson.com/engagement-attributes.html> (last accessed April
25 2023).

26 ⁵[https://developers.liveperson.com/engagement-attributes-types-of-engagement-](https://developers.liveperson.com/engagement-attributes-types-of-engagement-attributes.html)
27 [attributes.html](https://developers.liveperson.com/engagement-attributes-types-of-engagement-attributes.html) (last accessed April 2023).
28

1 17. Liveperson claims that “Information collected using Engagement
2 Attributes can be used to achieve the following: Create specific and advanced
3 targeting of visitors; Empower agents with relevant information during
4 conversations with consumers; Receive a comprehensive view of visitor
5 Conversation History; and Measure and track campaign goals.” eCommerce Info
6 includes Cart Updates, including the value of the products in a visitor’s cart which
7 “can be used to target visitors. For example, [Defendant] can target low value
8 shoppers and encourage them to buy more in order to get [a] free shipping coupon.”
9 eCommerce Engagement Attributes also include Transactions and Viewed Products.
10 Visitor Info Engagement Attributes include “Customer info,” which “is used to
11 collect information about a registered visitor such as the customer type (for example,
12 VIP or Platinum), and their unique identifier. This information can be used to
13 segment visitors and tailor an experience based on their attributes (customer type,
14 status, and balance).” Visitor Info Engagement Attributes also includes “Marketing
15 Source,” which “is used to obtain more information about the marketing source of
16 [the Website’s] visitors, which channel or campaign drove visitors to [the]website,
17 and with which affiliates they are associated.” Visitor Info Engagement Attributes
18 also includes “Personal Info,” which “is used to collect personal information about
19 [the Website’s] visitors” through the visitor’s cookies and online forms the visitor
20 filled out for Defendant. “This information can be used to segment visitors and tailor
21 an experience based on their attributes (age and gender). For example, [Defendant]
22 can exclude visitors that are too young for [a] service/product, or display different
23 wording or offers based on the visitor’s gender.” This attribute requires Liveperson
24 to obtain the visitor’s date of birth, while pretending to be Defendant. Visitor
25 Journey Engagement Attributes allow [Defendant, through Liveperson] to collect
26 information about key actions that visitors take along their journey, and customize
27 their experience accordingly.” This information includes “Searched Content”—
28 content that the visitor typed into the Website’s search function which was

1 intercepted by Liveperson. These are but a few examples of how Liveperson used
2 and uses Plaintiff's and class members' conversations with Defendant that it
3 intercepted in real time without Plaintiff's and class members' consent.⁶

4 18. In addition, Liveperson.net utilizes a number of cookies to record a
5 Website visitor's activity during and after the visitor's chat sessions with Defendant
6 and to link to a current chat the transcripts of previously intercepted chats between
7 the visitor and Defendant.⁷

8 19. These are but a few examples of how Liveperson.net used and uses
9 Plaintiffs' and class members' conversations with Defendant that it intercepted in
10 real time without Plaintiffs' and class members' consent.

11 20. Liveperson.net's exploitation, modernization, use of, and interaction
12 with the data it gathers through the chat feature in real time makes it more than a
13 mere "extension" of Defendant.

14 21. Given the nature of Defendant's business, visitors often share highly
15 sensitive personal data with Defendant via the Website's chat feature. Visitors
16 would be shocked and appalled to know that Defendant secretly records those
17 conversations and allows a third party to secretly eavesdrop on these recorded
18 conversations in real time under the guise of "data analytics." Visitors would also be
19 shocked to learn that Defendant allows a third party to interpret, analyze, and also
20 use these intercepted conversations for that third party's own uses and business
21 purposes.

22 22. Defendant's conduct is illegal, offensive, and contrary to visitor
23 expectations: indeed, a recent study conducted by the Electronic Privacy Information
24 Center, a respected thought leader regarding digital privacy, found that: (1) nearly 9
25

26 ⁶ <https://developers.liveperson.com/engagement-attributes.html> (last accessed April
27 2023).

28 ⁷ <https://knowledge.liveperson.com/security-regulations-liveperson-cookies.html/>.

1 in 10 adults are “very concerned” about data privacy, and (2) 75% of adults are
2 unaware of the extent to which companies gather, store, and exploit their personal
3 data.

4 23. Within the statute of limitations period, Plaintiffs visited the Website.
5 Plaintiffs and the class members used smart phones (cellular telephones with
6 integrated computers to enable web browsing) and/or wifi-enabled tablets and
7 laptops that use a combination of cellular and landline telephony and engaged with
8 the “chat” feature of the Website to communicate with Defendant. As such, class
9 member conversations with Defendant were transmitted from “cellular radio
10 telephones” and/or “landline telephones” as defined by CIPA.

11 24. By definition, Defendant’s chat communications from its website are
12 transmitted to website visitors by either cellular telephony or landline telephony.⁸

13 25. Defendant did not inform Class Members that Defendant was secretly
14 recording their chat conversations or allowing, aiding, and abetting Liveperson.net
15 to intercept and eavesdrop on them in real time.

16 26. Defendant did not inform Class Members that Defendant was allowing,
17 aiding, or abetting Liveperson.net to read, attempt to read or to learn the contents or
18 meaning of Class Members’ chat conversations on the Website in real time while
19 those conversations were being sent from or received in California.

20 27. Defendant did not inform Class Members that Defendant was allowing,
21 aiding, or abetting Liveperson.net to use or attempt to use or to communicate
22 information previously obtained from Class Members’ chat conversations on the
23 Website—let alone to exploit that information for financial gain.

24 28. Defendant did not obtain Class Members’ express or implied consent
25 to wiretap or allow Liveperson.net to eavesdrop on visitor conversations, nor did

26 _____
27 ⁸ See <https://www.britannica.com/technology/Internet>, “*The Internet works through*
28 *a series of networks that connect devices around the world through telephone lines*”
(last downloaded February 2023).

1 Class Members know at the time of the conversations that Defendant was secretly
2 recording them and allowing third parties to eavesdrop on them.

3 29. Indeed, on information and belief, Defendant knew that being truthful
4 and transparent about their conduct may dissuade people from using the chat feature
5 of the Website—and thereby deprive Defendant of those persons’ valuable data that
6 Defendant sought to secretly and sophisticatedly exploit.

7 **CLASS ALLEGATIONS**

8 30. Plaintiffs bring this action individually and on behalf of all others
9 similarly situated (the “Class”) defined as follows:

10 All persons within the state of California who within the statute of
11 limitations period: (1) communicated with Defendant via the chat
12 feature on the Website, and (2) whose communications were recorded
13 and/or eavesdropped upon in real time by Liveperson.net or any other
14 third party without prior consent.

15 31. Excluded from the Class are Defendant, its past or current officers,
16 directors, affiliates, legal representatives, predecessors, successors, assigns and any
17 entity in which any of them have a controlling interest, as well as all judicial officers
18 assigned to this case as defined in 28 USC § 455(b) and their immediate families.

19 32. **NUMEROSITY:** Members of the Class are so numerous and
20 geographically dispersed that joinder of all members of the Class is impracticable.
21 Plaintiffs believe that there are hundreds of thousands of members of the Class
22 widely dispersed throughout the United States. Class members can be identified
23 from Defendant’s records.

24 33. **COMMONALITY:** Questions of law and fact common to the members
25 of the Class predominate over questions that may affect only individual members of
26 the Class because Defendant has acted on grounds generally applicable to the Class.
27 Such generally applicable conduct is inherent in Defendant’s wrongful conduct.
28 Questions of law and fact common to the Class include:

- 1 a. Whether Defendant caused electronic communications from Class
- 2 Members with the Website to be recorded, intercepted, and/or
- 3 monitored;
- 4 b. Whether Defendant aided and abetted a third party in eavesdropping on
- 5 such communications in real time;
- 6 c. Whether Class Members consented to Defendant’s disclosure of their
- 7 private conversations to third parties in the manner required by CIPA
- 8 [Cal. Penal Code § 631(a)];
- 9 d. Whether any Third Party read or attempted to read or to learn the
- 10 contents or meaning of Class Members’ chat conversations on the
- 11 Website in real time while those conversations were being sent from or
- 12 received in California;
- 13 e. Whether any Third Party used or attempted to use or to communicate
- 14 information that was previously intercepted from Class Members’ chat
- 15 conversations;
- 16 f. Whether the Class is entitled to damages as a result of Defendant’s
- 17 conduct.

18 34. TYPICALITY: As persons who visited the Website and whose
19 electronic communication was recorded, intercepted and eavesdropped upon,
20 Plaintiffs are asserting claims that are typical of the Class.

21 35. ADEQUACY: Plaintiffs will fairly and adequately protect and
22 represent the interests of the members of the Class. Plaintiffs’ interests are coincident
23 with, and not antagonistic to, those of the members of the Class. Plaintiffs are
24 represented by counsel with experience in the prosecution of class action litigation
25 generally and in the emerging field of digital privacy litigation specifically.

26 36. SUPERIORITY: Class action treatment is a superior method for the fair
27 and efficient adjudication of the controversy. Such treatment will permit a large
28 number of similarly situated persons to prosecute their common claims in a single

1 forum simultaneously, efficiently, and without the unnecessary duplication of
2 evidence, effort, or expense that numerous individual actions would engender. The
3 benefits of proceeding through the class mechanism, including providing injured
4 persons or entities a method for obtaining redress on claims that could not
5 practicably be pursued individually, substantially outweighs potential difficulties in
6 management of this class action. Plaintiffs know of no special difficulty to be
7 encountered in litigating this action that would preclude its maintenance as a class
8 action.

9 **FIRST CAUSE OF ACTION**

10 **Aiding and Abetting Violations of the California Invasion of Privacy Act**

11 **Cal. Penal Code § 631(a), Clause Four**

12 37. Plaintiffs incorporate by reference the preceding paragraphs as if fully
13 set forth herein.

14 38. Section 631(a) of California’s Penal Code imposes liability upon any
15 entity who “by means of any machine, instrument, contrivance, or in any other
16 manner,” (1) “intentionally taps, or makes any unauthorized connection, whether
17 physically, electrically, acoustically, inductively, or otherwise, with any telegraph
18 or telephone wire, line, cable, or instrument, including the wire, line, cable, or
19 instrument of any internal telephonic communication system,” or (2) “**willfully and**
20 **without the consent of all parties to the communication, or in any unauthorized**
21 **manner, reads, or attempts to read, or to learn the contents or meaning of any**
22 **message, report, or communication while the same is in transit or passing over**
23 **any wire, line, or cable, or is being sent from, or received at any place within**
24 **this state”** or (3) “uses, or attempts to use, in any manner, or for any purpose,
25 or to communicate in any way, any information so obtained[.]” Clause Two is
26 often referred to as “interception,” and Clause Three as “use.”

27 39. Section 631(a) also imposes liability upon any entity “**who aids, agrees**
28 **with, employs, or conspires with any person or persons to unlawfully do, or**

1 **permit, or cause to be done any of the acts or things mentioned above in this**
2 **section”.**

3 40. Here, Defendant aids and abets Liveperson.net to commit both
4 unlawful interception and unlawful use under Section 631(a), surreptitiously and as
5 a matter of course.

6 41. Section 631 of the California Penal Code applies to internet
7 communications and thus applies to Plaintiffs’ and the Class’s electronic
8 communications with the Website. “Though written in terms of wiretapping,
9 Section 631(a) applies to Internet communications. *Javier v. Assurance IQ, LLC*,
10 No. 21-16351, 2022 WL 1744107, at *1 (9th Cir. May 31, 2022).

11 42. Liveperson.net’s software embedded on the Website to intercept,
12 eavesdrop upon, and record Plaintiffs’ and the Class’s communications qualifies as
13 a “machine, instrument, contrivance, or ... other manner” used to engage in the
14 prohibited conduct alleged herein.

15 43. At all relevant times, Defendant intentionally caused the internet
16 communications between Plaintiffs and Class Members on the one hand and
17 Defendant’s Website on the other hand to be intercepted, eavesdropped upon, and
18 recorded by Liveperson.net by using its software embedded into the Website.
19 Defendant paid Liveperson.net for its services to do exactly that, and more.

20 44. By its use of Liveperson.net’s software, Defendant aided and abetted
21 Liveperson.net to intercept and eavesdrop upon such conversations in real time while
22 those conversations were being sent from or received in California.

23 45. By its use of Liveperson.net’s software, Defendant aided and abetted at
24 least one third party to read, attempt to read or to learn the contents or meaning of
25 Plaintiffs’ and Class Members’ chat conversations on the Website in real time while
26 those conversations were being sent from or received in California.

27 46. By its use of Liveperson.net’s software, Defendant aided and abetted
28 Liveperson.net to use or attempt to use or to communicate information previously

1 intercepted from Plaintiffs’ and Class Members’ chat conversations on the Website
2 while those conversations were being sent from or received in California.

3 47. Plaintiffs and Class Members did not expressly or impliedly consent to
4 any of Defendant’s actions.

5 48. Defendant’s conduct constitutes numerous independent and discreet
6 violations of Cal. Penal Code § 631(a), entitling Plaintiffs and Class Members to
7 injunctive relief and statutory damages.

8 **SECOND CAUSE OF ACTION**

9 **Violations of the California Invasion of Privacy Act**

10 **Cal. Penal Code § 632.7**

11 49. Plaintiffs incorporate by reference the preceding paragraphs as if fully
12 set forth herein.

13 50. Section 632.7 of California’s Penal Code imposes liability upon anyone
14 “who, without the consent of all parties to a communication, intercepts or receives
15 and intentionally records, or assists in the interception or reception and intentional
16 recordation of, a communication transmitted between two cellular radio telephones,
17 a cellular radio telephone and a landline telephone, two cordless telephones, a
18 cordless telephone and a landline telephone, or a cordless telephone and a cellular
19 radio telephone.”

20 51. Plaintiffs and the class members communicated with Defendant using
21 telephony subject to the mandates and prohibitions of Section 632.7.

22 52. Defendant’s communication from the chat feature on its website is
23 transmitted via telephony subject to the mandates and prohibitions of Section 632.7.

24 53. As set forth above, Defendant recorded telephony communication
25 without the consent of all parties to the communication in violation of Section 632.7.

26 54. As set forth above, Defendant also aided and abetted a third party in the
27 interception, reception, and/or intentional recordation of telephony communication
28 in violation of Section 632.7.

1 **THIRD CAUSE OF ACTION**

2 **Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §**
3 **17200 *et seq.* (“UCL”)**

4 55. Plaintiffs incorporate by reference the preceding paragraphs as if fully
5 set forth herein.

6 56. Defendant’s conduct set forth above in unlawful and in violation of
7 CIPA and its implementing regulations. As such, Defendant has violated the Unfair
8 Competition Law’s “unlawful” prong with respect to the California Class members.

9 57. Defendant’s conduct violated Cal. Penal Code § 631 and thus violated
10 the UCL’s unlawful prong.

11 58. Defendant’s conduct also invaded the privacy of the Plaintiffs and Class
12 Member and was therefore unlawful and unfair.

13 59. Defendant should be enjoined from making such additional invasions
14 of privacy.

15 60. Defendant should also be ordered to secure prior express consent before
16 any further wiretapping of electronic communication.

17 61. Defendant should also be required to pay reasonable costs and
18 attorneys’ fees.

19 **FOURTH CAUSE OF ACTION**

20 **Invasion of Privacy Under California’s Constitution**

21 62. Plaintiffs incorporate by reference the preceding paragraphs as if fully
22 set forth herein.

23 63. Californians have a constitutional right to privacy. Moreover, the
24 California Supreme Court has definitively linked the constitutionally protected right
25 to privacy within the purpose, intent and specific protections of the CIPA. In
26 addition, California’s explicit constitutional privacy provision (Cal. Const., 1 § 1)
27 was enacted in part specifically to protect California from overly intrusive business
28 practices that were seen to pose a significant and increasing threat to personal

1 privacy. Thus, we believe that California must be viewed as having a strong and
2 continuing interest in the full and vigorous application of the provisions of section
3 630.

4 64. Plaintiffs and other members of the Class have an interest in conducting
5 personal activities (such as visiting websites), without observation or interference,
6 including visiting websites and communicating without being subjected to secret
7 wiretaps.

8 65. Defendant intentionally invaded the privacy rights of Plaintiffs and
9 other members of the Class, and worked cooperatively with a third party to do so.

10 66. This invasion of privacy is serious in nature and scope and constitutes
11 a breach of social norms in the digital age.

12 67. Thus, Plaintiffs seek all relief available for invasion of privacy under
13 the California Constitution on behalf of themselves and members of the alleged
14 Class.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for the following relief against Defendant:

- 17 A. An order certifying the Class, naming Plaintiffs as the representatives of the
18 Class and Plaintiffs' attorneys as Class counsel;
- 19 B. An order declaring Defendant's conduct violates CIPA;
- 20 C. An order of judgment in favor of Plaintiffs and the Class and against
21 Defendant on the causes of action asserted herein;
- 22 D. An order enjoining Defendant's conduct as alleged herein and any other
23 injunctive relief that the Court finds proper;
- 24 E. An order awarding damages, including statutory damages where applicable, to
25 Plaintiffs and the Class in amount to be determined at trial;
- 26 F. An Order awarding Plaintiffs and the Class their reasonable litigation
27 expenses and attorneys' fees;
- 28

1 G. An Order awarding Plaintiffs and the Class pre-judgment and post-judgment
2 interest, to the extent allowable; and

3 H. All other relief that would be just and proper as a matter of law or equity, as
4 determined by the Court.

5
6 **JURY DEMAND**

7 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs,
8 individually and on behalf of the proposed Class, demand a trial by jury on all issues
9 so triable.

10
11 DATED: May 26, 2023

Respectfully Submitted,

/s/ Kas L. Gallucci

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***Counsel for Plaintiffs
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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: [Chevrolet, Dodge, Others Facing Class Actions Over Alleged Web Chat Wiretapping](#)
