

No. 24-4797

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**IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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NORA GUTIERREZ, individually and on behalf of all others similarly situated,  
Plaintiff-Appellant,

v.

CONVERSE, INC.,  
Defendant-Appellee.

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Appeal from the United States District Court  
for the Central District of California  
Case No. 2:23-cv-06547  
The Honorable Kenly Kiya Kato

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**BRIEF OF THE RETAIL LITIGATION CENTER, INC. AND THE  
CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA  
AS *AMICI CURIAE* IN SUPPPORT OF DEFENDANT-APPELLEE AND  
AFFIRMANCE**

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## **CORPORATE DISCLOSURE STATEMENT**

Pursuant to Rule 26.1(a) of the Federal Rules of Appellate Procedure, the Retail Litigation Center, Inc. certifies that, as a nonprofit, 501(c)(6) organization, it has no parent corporation and no publicly held corporation owns 10% or more of stock in the Retail Litigation Center, Inc. Likewise, pursuant to Rule 26.1(a), the Chamber of Commerce of the United States of America certifies that it is a nonprofit, tax-exempt organization incorporated in the District of Columbia. The Chamber has no parent corporation, and no publicly held company has 10% or greater ownership in the Chamber.

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## STATEMENT OF INTEREST<sup>1</sup>

### *Retail Litigation Center*

The Retail Litigation Center, Inc. (the “RLC”) is a 501(c)(6) nonprofit trade association that represents national and regional retailers, including many of the country’s largest and most innovative retailers, across a breadth of retail verticals. The RLC is the only trade organization solely dedicated to representing the retail industry in the courts. The RLC’s members employ millions of people throughout the U.S., provide goods and services to tens of millions more, and account for tens of billions of dollars in annual sales. The RLC offers retail-industry perspectives to courts on important legal issues and highlights the industry-wide consequences of significant cases.

Since its founding in 2010, the RLC has filed more than 200 amicus briefs on issues of importance to the retail industry. Its amicus briefs have been helpful to courts throughout the United States, as evidenced by citations to RLC amicus briefs in numerous precedential opinions. *See, e.g., South Dakota v. Wayfair, Inc.*, 585 U.S. 162, 184 (2018); *Kirtsaeng v. John Wiley & Sons, Inc.*, 568 U.S. 519, 542

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<sup>1</sup> Amici declare that: (i) no party’s counsel authored this brief in whole or in part; (ii) no party or party’s counsel contributed money intended to fund preparing or submitting this brief; and (iii) no person, other than Amici, their members, or their counsel have contributed money to prepare or submit this brief. Fed. R. App. P. 29(a)(4)(E). All parties consented to Amici filing this brief. Fed. R. App. P. 29(a)(2).

(2013); *Chewy, Inc. v. U.S. Dep't of Lab.*, 69 F.4th 773, 777–78 (11th Cir. 2023); *State v. Welch*, 595 S.W.3d 615, 630 (Tenn. 2020).

Almost a dozen RLC members have faced lawsuits based on allegations virtually identical to those made against Converse here. And many more have received demand letters insisting on settlement payments if the member wanted to avoid the cost of defending a class action lawsuit based on the same legal theory. These cases allege far-reaching and far-fetched violations of the California Invasion of Privacy Act (“CIPA”), often relying on nonprecedential dictum from this Court’s decision in *Javier v. Assurance IQ, LLC*, No. 21-16351, 2022 WL 1744107 (9th Cir. May 31, 2022), to argue that the first clause of Section 631(a) of CIPA applies to internet-based communications, including, for example, customer-service chat functions. The RLC submits this brief to shed light on the deluge of litigation retailers and other companies with consumer-facing websites are facing in California state and federal courts based on the same flawed legal theory that Plaintiff relies on here.

### ***Chamber of Commerce of the United States of America***

The Chamber of Commerce of the United States of America (the “Chamber”) is the world’s largest business federation. It represents approximately 300,000 direct members and indirectly represents the interests of more than three million companies and professional organizations of every size, in every industry sector, and from every



region of the country. An important function of the Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. The Chamber regularly files amicus briefs in cases, like this one, that raise issues of concern to the Nation's business community. *See e.g., Healy v. Milliman, Inc.*, No. 24-3327 (9th Cir. Dec. 20, 2024), ECF No. 39.1; *Epic Games, Inc. v. Google LLC*, Nos. 24-6256 & 24-6274 (9th Cir. Dec. 4, 2024), ECF No. 55.1; *FTC v. Microsoft Corp.*, No. 23-15992 (9th Cir. Sept. 13, 2023), ECF No. 63.

Many of the Chamber's members develop and utilize internet-based customer-service tools to facilitate communication and easily resolve issues that arise in the every-day course of business. The Chamber has a strong interest in this case because uninjured parties—including serial plaintiffs like Gutierrez—represented by fee-seeking lawyers have advanced novel legal theories targeting these technologies and seeking judgments that pose existential risks to businesses. The Chamber's members want these beneficial tools to remain available to consumers without fear of baseless litigation.

Consistent with its interest in this case, the Chamber has filed amicus briefs in courts across the country opposing the aggressive use of wiretap statutes and similar laws to attack industry-standard tools and features. *See Popa v. PSP Group LLC*, No. 24-14 (9th Cir. June 21, 2024), ECF No. 42; *Vita v. New England Baptist Hosp.*, No. SJC-13542 (Mass. Mar. 13, 2024); *Salar v. Paramount Glob.*, No. 23-

5748 (6th Cir. Feb. 2, 2024), ECF No. 20; *Salazar v. Nat'l Basketball Ass'n*, No. 23-1147 (2d Cir. Dec. 12, 2023), ECF No. 56; *Facebook, Inc. v. Davis*, No. 20-727 (U.S. Dec. 28, 2020).

Amici are well-positioned to bring to the Court's attention the harmful effects these developments have had on their members. Retailers and other businesses are facing mounting legal costs to combat baseless claims that the use of widely accepted and essential internet customer-service tools constitute an illegal wiretap under the first clause of Section 631(a). Amici's participation at the appellate stage will help the Court understand the broader context in which this suit arises, including the desirable role that tools such as chat features play in modern customer service. Adopting Plaintiff's legal theory about Section 631(a)'s scope would have sweeping consequences—not just for Amici's members, but for any business that develops or uses Internet tools to communicate with customers.<sup>2</sup>

## INTRODUCTION

This case is one of many that are proliferating in state and federal courts in California attacking online businesses' use of ubiquitous consumer-facing communications features, including the chat function at issue here. In these suits,

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<sup>2</sup> Amici write in support of Defendant-Appellee Converse, Inc. on the first issue presented: whether Section 631(a)'s first clause applies to internet-based conduct. *See* Defendant-Appellee Converse, Inc. Resp. Br. at 6–7, 28–34. Amici do not address Defendant-Appellee's remaining compelling arguments, or whether other clauses in Section 631(a) apply to the internet.

statutory testers use a consumer-facing tool to interact with a company—here, by sending a single message through a website chat feature—and then file suit seeking statutory penalties of \$5,000 per violation or treble damages. *See* Cal. Penal Code § 637.2. Plaintiffs in these cases allege that these commonplace features violate the first clause of Section 631(a) of the California Invasion of Privacy Act (“CIPA”), a *criminal* law enacted during the 1960s to prohibit “Wiretapping” of telegraph and telephone systems. Cal. Penal Code § 631(a). Escalating attempts to use that statutory language to attack routine web-based customer service tools are meritless, and they impose substantial costs on businesses. This Court should hold that the first clause of Section 631(a) does not apply to internet communications.

This case perfectly illustrates the playbook plaintiffs employ in these cases. Plaintiff-Appellant Nora Gutierrez, a statutory tester, used a browser on her smartphone to access, and send a single message through, the online chat feature employed by Defendant-Appellee Converse, Inc. ER-9. To make that chat feature functional, Converse licenses a web-based application from Salesforce, a third-party vendor. ER-7–8. The application encrypts and transmits messages sent through the chat function between customers and Converse while storing the chat data (including chat transcripts) on Salesforce’s servers, where it is accessible only through a password-protected customer dashboard. ER-8–9. As relevant to this brief, Plaintiff alleges that through this chat feature Salesforce violates the first clause of Section

631(a) because the use of its third-party application to transmit messages between customers and Converse constitutes wiretapping. ER-12. She also alleges that Converse violated the fourth clause of Section 631(a) by aiding and abetting Salesforce's alleged violations. *Id.*

The district court granted summary judgment for Converse, correctly holding that the first clause of Section 631(a), which is expressly directed at intentional wiretapping of telegraph and telephone systems, does not apply to internet-based conduct. ER-12–13, 15. On appeal, Plaintiff argues that the district court erred in so holding because, she contends, this Court already decided in *Javier v. Assurance IQ, LLC*, No. 21-16351, 2022 WL 1744107 (9th Cir. May 31, 2022), that all of Section 631(a) applies to the internet. Plaintiff is wrong. The question decided in *Javier* had nothing to do with the first clause of Section 631(a) and this Court has never held that Section 631(a), let alone its first clause, applies to internet communications. But Plaintiff is not alone in asserting otherwise: plaintiffs across California have widely seized on nonprecedential dictum in this Court's memorandum disposition in *Javier* to file hundreds of complaints arguing that all of Section 631(a) applies to the internet, subjecting businesses to a flood of meritless litigation. Indeed, as discussed more below, 85 percent of the complaints surveyed for this brief were filed by the same two law firms using cut-and-paste complaint

templates. See Addendum (“Add.”), at A3 (Case Survey Results). The misapplication of *Javier* should end here.

This Court should now clearly hold that the first clause of Section 631(a) does not apply to internet-based conduct. The text, purpose, and legislative history of Section 631(a) plainly demonstrate as much, and California’s careful and intentional approach to regulating online business practices through other means confirms that clause one of Section 631(a) does not apply to the internet. At the very least, the Court should state expressly that the nonprecedential dictum in *Javier* is just that—nonprecedential and dictum. In choosing to make its disposition unpublished, the panel specifically intended that its statements—even its holding—would not be binding on lower courts or on future panels of this Court. But that nonprecedential dictum has nevertheless fueled meritless litigation that imposes enormous and unjustified costs on businesses. Meritless cases like this one impose significant and unjustified costs on retailers and other companies. Allowing these cases to persist could risk the continued use of valuable web-based features.

### **SUMMARY OF THE ARGUMENT**

I. The plain text of the first clause of Section 631(a) of CIPA leaves no doubt that it does not apply to internet-based conduct. Section 631(a) does not mention the internet, and its express terms limit its application to communications sent over telegraph or telephone systems. The statute’s precise language reflects the

California Legislature's targeted purpose in enacting the statute: to combat industrial espionage by prohibiting unauthorized tapping or otherwise interfering with traditional telephone and telegraph communications.

Nearly sixty years have elapsed since CIPA's enactment, and the Legislature has amended the statute multiple times without ever altering the narrow focus on Cold War-era telephone and telegraph communications found in clause one of Section 631(a). When the Legislature wishes to regulate conduct and communications that involve internet technology, it does so expressly and in a deliberate manner. Construing the first clause of Section 631(a) to apply to the internet would disregard the deliberate approach the Legislature has taken when regulating the internet.

II. In the barely two and a half years since this Court's memorandum disposition in *Javier v. Assurance IQ, LLC*, No. 21-16351, 2022 WL 1744107 (9th Cir. May 31, 2022), plaintiffs have seized on its nonprecedential dictum stating that Section 631(a) applies to the internet to fuel a tidal wave of meritless litigation against companies that use online consumer-facing features, including features like the chat function at issue here. The panel in *Javier* decided only a narrow question of whether the second clause of Section 631(a) requires advance (as opposed to retroactive) consent; it was not presented with the question whether any part of

Section 631(a) applies to the internet and had no occasion to consider the first clause of the statute.

Plaintiffs nevertheless have relied on *Javier*'s nonprecedential dictum to file hundreds of suits against retailers and other businesses, alleging that ubiquitous web-based customer-service tools constitute wiretaps under the first clause of Section 631(a). Even when plaintiffs' claims do not succeed, they impose material costs on retailers and others who are forced to grapple with litigation and demand letters asserting these meritless claims. The already large number of suits filed is eclipsed by the hundreds, if not thousands, of demand letters that plaintiffs and potential plaintiffs submit to retailers and other businesses invoking Section 631(a) of CIPA to seek settlement payments.

This Court has an opportunity to end this surge in litigation and demand letters by expressly holding that the first clause of Section 631(a) does not apply to internet communications. If the Court decides that it can resolve the case on narrower grounds, such as holding that the first clause of Section 631(a) does not apply to the chat feature at issue here, it should at least make clear that the dictum in *Javier* is just that: non-binding dictum. If the Court does not act, businesses' ability to continue to develop and use popular and valuable web-based customer-service functions will be threatened. That is not what the Legislature—or the panel in *Javier*—intended.

## ARGUMENT

If accepted, Plaintiff’s theory of liability would expose businesses that develop or use web-based customer-service tools to the risk of substantial liability for the mere offering of popular features that the California legislature never intended to prohibit under Section 631(a). Plaintiffs in California have filed a flood of litigation seeking to impose liquidated damages of \$5,000 per violation—even in the absence of concrete damages, *see* Cal. Penal Code § 637.2—on retailers and other businesses for the common use of consumer-friendly website features, including chat features like the one at issue here.

While plaintiffs lacking any concrete damages (like the statutory tester in this case) assert this tenuous legal theory in state and federal district courts, retailers and other businesses are forced to contend with a high volume of meritless litigation seeking to capitalize on nonprecedential dictum from a panel of this Court. Amici respectfully ask the Court to provide clarity by holding that the first clause of Section 631(a) does not apply to the internet.

### **I. The First Clause of Section 631(a) Does Not Apply to the Internet.**

The plain text of the first clause of Section 631(a) makes clear that it does not apply to internet-based conduct. The question of statutory interpretation in this case should “begin[] with the statutory text, and end[] there as well.” *Desire, LLC v.*



*Manna Textiles, Inc.*, 986 F.3d 1253, 1265 (9th Cir. 2021) (quoting *BedRoc Ltd., LLC v. United States*, 541 U.S. 176, 183 (2004)).

The first clause of Section 631(a), by its terms, is directed at the unauthorized and intentional tapping of “any telegraph or telephone wire, line, cable, or instrument.” Cal. Penal Code § 631(a). When interpreting statutory text, courts should “presume that the legislature says in a statute what it means and means in a statute what it says there.” *Keene-Stevens v. Comm’r*, 72 F.4th 1015, 1026 (9th Cir. 2023) (quoting *BedRoc*, 541 U.S. at 183). The first clause of Section 631(a) not only fails to mention the internet, or anything related to the internet, it is expressly limited to traditional telegraph and telephone communications. *See* Cal. Penal Code § 631(a). The legislature could have used or later added text that is expansive enough to capture internet communications. But it did not—and courts may not adopt a broad reading of statutory text that conflicts with its plain language.<sup>3</sup> Because internet communications like the ones at issue here clearly do not involve

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<sup>3</sup> Moreover, as Converse explains in its response brief, because Section 631(a) is a criminal statute, any ambiguity in its text should be resolved in favor of interpreting the statute narrowly, consistent with the rule of lenity. *See* Defendant-Appellee Converse, Inc. Resp. Br. at 42–43.

unauthorized connections to telegraphs or telephones, that statutory clause does not apply to the challenged conduct, as the district court correctly held.<sup>4</sup>

The origin of CIPA confirms that it was not intended to criminalize common customer-service tools. The bill that was enacted into law as CIPA was sponsored by Assembly Speaker Jesse M. Unruh at a time when California’s privacy laws permitted eavesdropping if only one party to a conversation consented. Upon introducing the bill, Speaker Unruh explained that CIPA was “intended to put a stop to unethical industrial espionage and spying operations in California” by “prohibit[ing] listening in on telephone conversations, or interfering with telegraph communications, without the consent of both parties of the communication.” Add. at A1–A2 (Unruh Press Release (Mar. 1, 1967)).

Although internet communications did not exist in 1967, the California Legislature has had ample opportunity to amend Section 631(a) to apply its first clause to the internet-based conduct; it has not done so, even when amending other provisions of CIPA and enacting separate laws expressly directed at internet commerce and communications. In 2016, the Legislature amended CIPA to make a

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<sup>4</sup> This Court need not address or decide exactly what qualifies as telephone or telegraph communications. There is no dispute in this case that the communication at issue was an internet communication. And there should be no doubt, as explained in this brief, that the first clause of Section 631(a) does not apply to internet communications.

neighboring provision expressly apply to certain intentional disclosures or distributions of confidential communication with a healthcare provider “in any manner, in any forum, including, but not limited to, Internet Web sites and social media.” Cal. Penal Code § 632.01(a)(1). Similarly, in another provision that prohibits the unauthorized collection of phone records, the Legislature was careful to specify that it applies not only to traditional telephones but also to devices that “operat[e] over the Internet utilizing voice over Internet protocol.” Cal. Penal Code § 638(c)(2). The Legislature thus plainly understands how to specify when a privacy provision applies to internet communications. It has not done so in the first clause of Section 631(a).

In the more than half century since CIPA was enacted, the Legislature has amended Section 631(a) four times (in 1988, 1992, 2011, and 2022)<sup>5</sup> and amended other provisions in CIPA many other times. None of those amendments—including those that occurred well after the emergence of online commerce and the type of conduct at issue here—expanded the scope of the first clause of Section 631(a) to apply to internet communications. In short, the text of the first clause of Section

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<sup>5</sup> See Crimes – Interception of Wire Communications, 1988 Cal. Legis. Serv. 111, and Surveillance – Interception of Wire Communications, 1988 Cal. Legis. Serv. 1373; Crimes – Invasion of Privacy – Penalties, 1992 Cal. Legis. Serv. Ch. 298 (A.B. 2465); State Budget – Appropriations – Criminal Justice Alignment, 2011 Cal. Legis. Serv. Ch. 15 (A.B. 109); and Crimes: Intercepting Telephone Communications, 2022 Cal. Legis. Serv. Ch. 27 (S.B. 1272).

631(a) means what it says—that it applies to unauthorized connections to traditional telegraph and telephone communications only.

The fact that the Cold-War-era prohibitions in the first clause of Section 631(a) do not apply to internet communications is even more apparent when that provision is compared to other statutes the California Legislature has enacted to regulate conduct and communications on the internet. As the California Supreme Court has explained, “the Legislature knows how to make clear that it is regulating online privacy and ... it does so by carefully balancing concerns unique to online commerce.” *Apple, Inc. v. Super. Ct.*, 56 Cal. 4th 128, 147 (2013). If this Court were to ignore the plain text of the first clause of Section 631(a) by construing it to apply to internet communications, it would ignore the careful balance that California has struck across a range of statutory schemes.

In the California Consumer Privacy Act of 2018 (the “CCPA”), for example, the Legislature enacted a comprehensive framework governing privacy and data-collection practices on the internet. Cal. Civ. Code § 1798.100 *et seq.* This statutory scheme sets specific limits on the extent to which businesses are permitted to collect consumer information and defines consumers’ rights and remedies with respect to the privacy of their information. Adopting Plaintiff’s view of the first clause of Section 631(a) would run rough-shod over the thoughtfully balanced scheme reflected in the CCPA and other California statutes. It would also create enormous

liability for businesses that develop or employ widely used consumer-facing tools in a manner that nobody contends runs afoul of any law that is expressly directed at internet commerce and communications.

In light of California’s careful and deliberate approach to regulating the type of conduct at issue here, this Court should not upset the balance the legislature has struck by shoe-horning the first clause of Section 631(a) into the arena of internet communications.

**II. This Court’s Nonprecedential Dictum in *Javier* Has Bolstered a Flood of Meritless Claims Against Businesses.**

Despite the Legislature’s plain instruction that the first clause of Section 631(a) applies to unauthorized connections to traditional telegraph and telephone wires, in recent years state and federal courts have seen an explosion of litigation alleging that ordinary customer-service tools like the web-based chat functions at issue here violate that provision. This trend was fueled by one line of dictum in the memorandum disposition in *Javier*—a decision that did not involve the first clause of Section 631(a) at all, was directed only at a question of consent, and was in any event unpublished and nonprecedential. Plaintiffs’ enthusiastic reliance on that dictum has harmed businesses by subjecting them to a flood of meritless claims and litigation under a statutory provision that simply does not apply. It is time for this Court to state clearly that the first clause of Section 631(a) does not apply to the internet, ending plaintiffs’ purported reliance on *Javier*.

**A. Plaintiffs Across California Rely on *Javier*'s Dictum to Support Claims that the First Clause of Section 631(a) Applies to the Internet.**

1. The foundation of Plaintiff's first argument on appeal is that "this Court plainly and unambiguously held [in *Javier*] that section 631(a) applies to internet communications." Appellant Br. at 11; *id.* at 10, 11–13, 15–16, 20. That is wrong. *Javier* involved a class-action complaint alleging that the defendant insurance company's use of a technology that made a video recording of customer interactions with the company's website violated Section 631(a). *Javier*, 2022 WL 1744107, at \*1. The district court had dismissed the complaint for failure to state a claim, finding that the plaintiff retroactively consented to the conduct at issue by agreeing to the defendant's online privacy policy after the recording was made. *Id.* Notably, the district court did not reach any of the defendants' other arguments and the only issue on appeal was whether the second clause of Section 631(a) required prior consent, or, as the district court found, whether retroactive consent was sufficient. *Id.* at \*1–2.

In addressing the question on appeal, no party argued that the second clause of Section 631(a) does not apply to internet communications. *See, e.g.*, Plaintiff-Appellant's Opening Brief, *Javier v. Assurance IQ, LLC*, No. 21-16351 (9th Cir. Oct. 18, 2021), ECF No. 9; Appellees' Answering Brief at 20 n.5, *Javier v. Assurance IQ, LLC*, No. 21-16351 (9th Cir. Dec. 15, 2021), ECF No. 19. The only question decided in the district court or on appeal was the question about retroactive

consent. In its memorandum disposition, describing the prohibitions in the *second* clause of Section 631(a), the panel stated in passing that, “[t]hough written in terms of wiretapping, Section 631(a) applies to Internet communications,” *Javier*, 2022 WL 1744107, at \*1, but cited no authority to support that assertion and did not engage in an analysis of the statutory text. That statement was dictum that would not be binding on district courts or another panel of this Court even if *Javier* had been a published decision. But it was not a published decision, and this Court has made clear that unpublished memorandum dispositions like that in *Javier* are not legal precedent. *See* 9th Cir. R. 36-3(a) (“Unpublished dispositions and orders of this Court are not precedent, except when relevant under the doctrine of law of the case or rules of claim preclusion or issue preclusion.”); *see also Javier*, 2022 WL 1744107, at n.\*\* (“This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.”). Such dispositions are “rarely developed enough to acknowledge and account for competing considerations, reconcile precedents that could be seen as in tension with each other, or describe limitations to the legal holdings” and “should not [be] relied upon by the district court as the dispositive basis for its ruling.” *Grimm v. City of Portland*, 971 F.3d 1060, 1067 (9th Cir. 2020).

Since the memorandum disposition in *Javier*, plaintiffs have seized on its dictum to argue that the first clause of Section 631(a) applies to internet-based

conduct. As explained at pp. 10–15, *supra*, that view cannot be reconciled with the statutory text. And it also does not follow from the dictum in *Javier*. Nearly half a century ago, the California Supreme Court held in no uncertain terms that Section 631(a)’s first three clauses address “*distinct and mutually independent* patterns of conduct.” *Tavernetti v. Super. Ct.*, 22 Cal. 3d 187, 192 (1978) (emphases added). At best, the dictum in *Javier* was directed at the second clause of the statute; it says nothing about the independent first clause. Even the district court in *Javier* held, on remand from the Ninth Circuit, that the first clause of Section 631(a) “does not apply to internet communications.” *See Javier v. Assurance IQ, LLC*, 649 F. Supp. 3d 891, 897 n.3 (N.D. Cal. 2023). Most district courts, both before and after *Javier*, have agreed, relying on the plain language of the first clause to hold that it does not apply to the internet even if the court determines clause two does.<sup>6</sup> But other district courts have reflexively relied on *Javier*’s dictum in concluding that the first clause does apply to the internet, though without much analysis.<sup>7</sup>

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<sup>6</sup> *See, e.g., Rodriguez v. Ford Motor Co.*, 722 F. Supp. 3d 1104, 1115–16 (S.D. Cal. 2024); *Ramos v. Gap, Inc.*, No. 23-CV-04715-HSG, 2024 WL 4351868, at \*3–4 (N.D. Cal. Sept. 30, 2024); *James v. Allstate Ins. Co.*, No. 3:23-CV-01931-JSC, 2023 WL 8879246, at \*2–3 (N.D. Cal. Dec. 22, 2023); *In re Google Inc.*, No. 13-MD-02430-LHK, 2013 WL 5423918, at \*20–21 (N.D. Cal. Sept. 26, 2013); *Matera v. Google Inc.*, No. 15-CV-04062-LHK, 2016 WL 8200619, at \*18 (N.D. Cal. Aug. 12, 2016); *Mastel v. Miniclip SA*, 549 F. Supp. 3d 1129, 1135–36 (E.D. Cal. 2021).

<sup>7</sup> *See, e.g., Kauffman v. Papa John’s Int’l, Inc.*, No. 22-CV-1492-L-MSB, 2024 WL 171363, at \*8 (S.D. Cal. Jan. 12, 2024); *Byars v. Goodyear Tire & Rubber Co.*, 654 F. Supp. 3d 1020, 1027 (C.D. Cal. 2023).



2. Although plaintiffs have had only moderate success thus far in leveraging the dictum in *Javier* into an actual holding that the first clause of Section 631(a) applies to internet-based conduct, they have remained aggressive about filing and threatening suits on that theory. Their actions subject companies to all of the costs associated with meritless litigation and threaten the continued use of important and widespread customer-service tools.

Two district courts have expressly recognized that the “Ninth Circuit’s unpublished decision in [*Javier*] appears to have opened the floodgates for [Section 631(a)] cases, an unfortunate unintended consequence of a brief, narrow ruling limited to the issue of prior consent.” *Byars v. Hot Topic, Inc*, 656 F. Supp. 3d 1051, 1059 n.6 (C.D. Cal. 2023); *accord Licea v. Caraway Home Inc.*, 655 F. Supp. 3d 954, 964 n.3 (C.D. Cal. 2023). That is not an understatement. Since the memorandum decision in *Javier*, plaintiffs have filed at least 256 complaints in California state and federal courts, all citing *Javier* for the proposition that clause one of Section 631(a) applies to the internet. *See Add. at A3 (Case Survey Results)*. More than 70 percent of those complaints were filed against retailers. *Id.* Of the 256 complaints that rely on *Javier* to support clause-one claims and were surveyed

for purposes of this brief, more than half target chat functions like the one at issue in this case.<sup>8</sup> *Id.*

Moreover, whether or not plaintiffs in these cases expressly rely on *Javier*, district courts have seen a wave of filings from “serial litigants bringing numerous ‘cookie cutter’ lawsuits under CIPA against various businesses that operate websites.” *Byars*, 656 F. Supp. 3d at 1059; *id.* at 1060 n.7 (explaining that as of the date of the court’s decision—more than two years ago—counsel for the plaintiff in that case had filed 88 identical Section 631(a) cases in the Central District of California alone). Eighty-five percent of the complaints surveyed for this brief were filed by the same two law firms using cut-and-paste complaint templates. *See Add.* at A3 (Case Survey Results). And Plaintiff’s counsel alone has filed more than 150 CIPA Section 631(a) cases in state and federal court since this Court’s decisions in *Javier*. *See Add.* at A23–A31 (Plaintiff Counsel CIPA Complaints).

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<sup>8</sup> To compile these results, counsel for amici used various search features on LexisNexis to identify state and federal complaints filed after this Court’s decision in *Javier* that alleged violations of CIPA Section 631(a) and included a citation to *Javier*. Counsel then manually reviewed a selection of the complaints generated through these automated searches in order to identify those complaints that cite *Javier* for the proposition that all of Section 631(a) applies to the internet while alleging violations of clause one of Section 631(a). These results are necessarily under-inclusive due to the limitations of these search functions. At the same time, even these limited results paint a compelling picture of the flood of litigation on this issue in California courts.

In order to stem this flood of meritless claims and suits—and for the reasons explained above—this Court should hold in this case that the first clause of Section 631(a) does not apply to the internet. At the very least, it should state in a published decision that the memorandum disposition in *Javier* did *not* hold the opposite. Even when claims do not result in liability, they can impose onerous costs on defendants (and courts), particularly when, as in this context, they are filed in bulk. Litigation—especially class-action litigation—is expensive and time consuming. Almost 100 of the complaints surveyed for purposes of this case purport to bring class-action claims. *See* Add. at A3 (Case Survey Results). This does not even account for the unknown number of demand letters alleging Section 631(a) violations sent to solicit settlements that companies may consider paying in order to avoid the cost of defending a class action suit. For example, the individual Plaintiff in this case has sent at least 31 demand letters to different companies alleging Section 631(a) violations. *See* 2-SER-212–315, 2-ER-349–51. In the aggregate, businesses will be forced to spend millions of dollars to defeat claims that have no basis in the operative statute.

For purposes of filing this brief, the RLC sought anecdotal evidence from its members about the litigation risk they have faced, in the years since the memorandum disposition in *Javier*, from allegations that internet-based conduct violates Section 631(a). Although the responses are a limited sample size, the vast

majority of members who responded reported an increase in demand letters alleging CIPA violations in that time period, and nearly all reported receiving demand letters specifically alleging violations of Section 631(a) due to internet-based conduct. Most also reported that, upon receiving such demand letters, they had opted to settle the claims raised in the letter, avoiding the costs and other burdens of litigation. These members' real-world experiences illustrate how plaintiffs can leverage a meritless legal claim into financial gain without ever filing a complaint. This Court can and should put an end to these tactics by holding that the first clause of Section 631(a) does not apply to internet communications.

**B. Plaintiffs' Continued Reliance on *Javier* Threatens Businesses' Use of Internet Functions Like Chat Features, Which Are Ubiquitous and Valuable Customer-Service Tools.**

The availability and use of online commerce has grown exponentially in recent decades as consumers increasingly shop online for nearly everything—from shoes to groceries to insurance to cars. Customers now expect that they can accomplish all necessary interactions with businesses through a website, including interactions with customer-service departments. Many companies rely on so-called “chat” functions to help respond to customer questions. The feature allows a website user to connect quickly with a company representative to ask questions, check on the status of orders, and resolve issues. These chat tools function like any instant-messaging platform, where a text-based message sent by a user is instantly

transmitted to the other party, saved, and displayed for both the sender and recipient in a dialog box that contains all conversation entries in chronological order.

Consumers often prefer these chat functions over other communication methods because it provides them with immediate responses, as opposed to waiting on hold on a telephone hotline or for a response to an e-mail inquiry. *See* Haniya Rae, *Inside Retail's Live Chat Revolution*, Forbes (Mar. 30, 2017, 11:45 pm), <https://perma.cc/VL28-9CDS>. One of the most valuable aspects of a chat feature is that it creates a record of the conversation. Consumers can retain the conversation record in case they need to reference the information provided by the business at a later date, or as evidence of the content of the communication if a dispute with the business develops. It is also beneficial for businesses who can refer to past interactions with a customer if issues persist, as opposed to frustrating the customer by asking him or her to repeat information that was provided in a prior communication.

Because of the benefits that chat features provide to customers and businesses alike, their use is widespread. And it is not just private businesses that have adopted these functions—many federal government agencies, state agencies, and even courts that maintain public-facing websites include a chat feature on those sites. *See, e.g.* Department of Education's "Aidan" Chatbot, <https://studentaid.gov/aidan>; California Secretary of State's "Chat with Sam" Feature,

<https://www.sos.ca.gov/elections>; U.S. Court of Appeals for the Tenth Circuit’s “Chat With Us” Feature, <https://www.ca10.uscourts.gov/clerk/contact-information>.

Many businesses rely on third-party applications to make their chat features work—because many companies, particularly small and local businesses, do not have the resources or technical expertise to develop chat functions themselves. Instead, many companies purchase an “off-the-shelf” version from a third-party vendor that the company then installs on their website. That is the case here, where the chat function is provided by Salesforce.

As discussed, plaintiffs in California have targeted the widespread use of online chat functions by filing hundreds of cases (and sending many more demand letters) under CIPA Section 631(a), claiming that chat features, and other web-based customer-service features, are illicit wiretaps under the first clause of Section 631(a) because those applications rely on third-party software. As explained above, the first clause of Section 631(a) does not apply to these web-based chat features. If these suits were to prevail, customers and businesses may well lose access to this useful internet commerce tool despite no prohibition from a legislative body. This Court should use this case to foreclose that possibility—and to stem the flood of meritless litigation that the dictum in *Javier* spawned—by holding that the first clause of Section 631(a) does not apply to internet-based communications.

## CONCLUSION

For the foregoing reasons, this Court should affirm the district court's judgment and clarify the first clause of CIPA Section 631(a) does not apply to the internet.

January 22, 2025

Respectfully submitted,

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UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

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**Signature:** /s/ Larissa Davis

**Date:** January 22, 2025

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**ADDENDUM**

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NEWS FROM THE OFFICE OF  
Jesse M. Unruh  
Speaker of the Assembly  
State of California

FOR WEDNESDAY A. M. 'S RELEASE  
March 1, 1967

Assembly Speaker Jesse M. Unruh today will introduce legislation broadening "anti-bugging" laws in California. He described the proposal as a "major advance in the protection of the rights of privacy of the individual citizen.

"Recent advances in technology and science," Unruh declared, "have made the description of the American society as 'the open society' much more than a cliché."

"As it becomes more and more apparent that we must live in 'glass houses', it becomes all the more urgent that government protect the right of the individual to reasonable privacy in his personal affairs," the Speaker said.

Unruh's measure would prohibit listening in on telephone conversations or interfering with telegraph communications, without the consent of both parties to the communication. California law presently requires only that one party to a conversation must consent before such eavesdropping occurs.

Unruh stated that the present law, "makes a mockery of the right of privacy in communications."

The bill introduced today would also ban the use of electronic bugging devices unless all parties to the conversation being overheard agreed to the bugging. "These tiny devices," said the Speaker, "may be



2-2-2-2

suitable for international espionage, but they are utterly inconsistent with life in a free and open society such as ours."

The bill also declares contraband in California any device which is "sold, advertised or used primarily for eavesdropping purposes".

Unruh said that his proposed legislation also makes the penalties for violation of the privacy laws much stiffer, and added that, under his proposal, private parties who suffer injury due to eavesdropping without their consent could file civil suit to recover substantial money damages.

"This provision is intended to put a stop to unethical industrial espionage and spying operations in California," he said. "Such activities render the businessman unable to develop new products without fear of having these developments discovered by a competitor through illegal means."

Unruh said he will ask the Assembly Committee on Criminal Procedure to study his proposal, and to make any improvements in it which the legislators develop in hearings on the bill.

"I believe that all our efforts to improve the quality of society and life in our state and nation are of little value," Unruh stated, "if we do not carefully protect the right of the individual citizen to speak and act freely and without fear."

#####

(800) 666-1917

LEGISLATIVE INTENT SERVICE



**CIPA Case Survey Results\***

	<u>State Court</u>	<u>Federal Court</u>	<u>Total</u>
<b>Total Complaints Surveyed</b>	225	45	270
<b>Class Action Complaints</b>	47	45	92
<b><u>Defendant Type</u></b>			
<b>Retailer</b>	155	26	181
<b><u>CIPA Provisions Basis of Allegations</u></b>			
<b>631(a)</b>	221	35	256
<b><u>Technology Challenged</u></b>			
<b>Chat</b>	118	27	145
<b><u>Plaintiff's Attorney</u></b>			
<b>Ferrell</b>	153	16	169
<b>Brodsky</b>	63	0	63
<p>*To compile these results, counsel for amici searched LexisNexis to identify state and federal complaints filed after this Court's decision in <i>Javier</i> that referenced CIPA Section 631(a) at least three time and included a citation to <i>Javier</i> . Counsel then manually reviewed the complaints generated through these automated searches in order to identify those complaints that cite <i>Javier</i> for the proposition that all of Section 631(a) applies to the internet while alleging violations of clause one of Section 631(a).</p>			

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Valenzuela, Sonya	<b>2Talk LLC</b>	Ferrell, Scott	LA Co Superior Court	8/16/2023	Para. 48	23STCV19523
Sanchez, Monica	<b>3M Co.</b>	Ferrell, Scott	LA Co Superior Court	9/26/2024	Para. 7	24STCV25007
Cody, Annette	<b>ABT Electronics</b>	Ferrell, Scott	LA Co Superior Court	6/23/2023	Para. 31	23STCV06834
Licea, Jose	<b>ACI Worldwide</b>	Ferrell, Scott	LA Co Superior Court	11/4/2024	Paras. 17, 67	24STCV28939
Licea, Jose	<b>Activision Publishing - Call of Duty</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV28988
Lunsford, Gary	<b>Adidas American Inc.</b>	Brodsky Smith	LA Co Superior Court	11/20/2024	Para. 21	24STCV30636
Cantu, Jesse; Licea, Jose	<b>Adventive, Inc.</b>	Ferrell, Scott	Orange Co Superior Court	8/21/2023	Para. 47	30-2023-01333047-CU-CR-CJC
Valenzuela, Sonya	<b>Aerospike</b>	Ferrell, Scott	LA Co Superior Court	8/14/2023	Para. 36	23STCV19290
Valenzuela, Sonya	<b>Alexander Wang</b>	Ferrell, Scott	LA Co Superior Court	6/2/2023	Para. 31	23STCV12422
Tulin, Chandler	<b>Allbirds, Inc.</b>	Brodsky Smith	San Francisco Co Superior Court	6/13/2024	Para. 24	CGC-24-615362
Garcia, Christine; Zhen Zhicheng	<b>Alo, LLC</b>	Bursor & Fisher	LA Co Superior Court	11/26/2024	Para. 127	24STCV27322
Licea, Jose	<b>Altona</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01651
Valenzuela, Sonya	<b>Amica Mutual Insurance Co</b>	Ferrell, Scott	LA Co Superior Court	3/6/2023	Paras. 17, 24	23STCV04849
Casillas, Miltita	<b>Amplifai Solution</b>	Ferrell, Scott	LA Co Superior Court	9/25/2024	Paras. 17, 67	24STCV24861
Chelius, James	<b>Ancestry.com</b>	Brodsky Smith	LA Co Superior Court	11/5/2024	Para. 23	24STCV28997
Esparza, Miguel	<b>Appcues, Inc.</b>	Ferrell, Scott	LA Co Superior Court	9/4/2024	Para. 7	24STCV22611

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Cody, Annette	<b>Ashford</b>	Ferrell, Scott	LA Co Superior Court	8/15/2023	Para. 29	23STCV19524
Penning, Stacy	<b>Aura Health</b>	Bursor & Fisher	San Francisco Co Superior Court	7/31/2024	Para. 92	CGC-24-616888
Rodriguez, Rebeka	<b>Autotrader.com</b>	Ferrell, Scott	LA Co Superior Court	9/1/2024	Paras. 17, 79	24STCV13149
Cody, Annette	<b>B&amp;H Photo</b>	Ferrell, Scott	LA Co Superior Court	1/2/2024	Para. 28	24STCV00032
Naslund, Bailey	<b>Baby Generation; Mockingbird</b>	Brodsky Smith	San Diego Co Superior Court	12/6/2024	Para. 21	24CU026802C
Cody, Annette	<b>Backyard Design USA</b>	Ferrell, Scott	LA Co Superior Court	1/2/2024	Para. 29	24STCV00067
Licea, Jose	<b>Bed Bath &amp; Beyond</b>	Ferrell, Scott	LA Co Superior Court	11/4/2024	Paras. 17, 67	24STCV28845
Licea, Jose	<b>Beehiv Inc.</b>	Ferrell, Scott	LA Co Superior Court	11/4/2024	Paras. 17, 67	24STCV28943
Byars, Arisha	<b>Benchmade Knife</b>	Ferrell, Scott	LA Co Superior Court	1/12/2024	Para. 29	24STCV00955
Arreola, Miguel	<b>Big Lots</b>	Brodsky Smith	San Bernardino Co Superior Court	8/22/2024	Para. 23	CIVSB2425423
Byars, Arisha	<b>Bio Clarity</b>	Ferrell, Scott	LA Co Superior Court	1/18/2024	Para. 29	24STCV01349
Rodriguez, Rebeka	<b>Bissell</b>	Ferrell, Scott	Orange Co Superior Court	7/7/2023	Para. 33	30-2023-01335888-CU-MT-CXC
Licea, Jose	<b>Blizzard Entertainment</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV28996
Matthews, Marissa	<b>BloomChic US Ltd</b>	Brodsky Smith	San Diego Co Superior Court	12/6/2024	Para. 21	24CU026964C
Licea, Jose	<b>Blue Apron</b>	Ferrell, Scott	LA Co Superior Court	9/5/2024	Paras. 17, 67	24STCV22785

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Martin, Ruth	<b>Boats - Outdoor Network</b>	Ferrell, Scott	LA Co Superior Court	8/15/2023	Para. 29	23STCV19530
Licea, Miguel	<b>Bob's Discount Furniture</b>	Ferrell, Scott	San Bernardino Co Superior Court	8/17/2023	Para. 29	CIVSB2319459
Licea, Miguel	<b>Books-A-Million Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	9/18/2023	Para. 26	37-2023-00013708-CU-CR-CTL
Garcia, Silvia	<b>Boris FX - Artel Software</b>	Ferrell, Scott	LA Co Superior Court	4/3/2024	Para. 29	24STCV08471
Licea, Jose	<b>Bose Corp.</b>	Ferrell, Scott	LA Co Superior Court	9/19/2024	Paras. 17, 67	24STCV24286
Valenzuela, Sonya	<b>Boxcom Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	4/21/2023	Para. 31	37-2023-00016674-CU-MT-CTL
Licea, Miguel	<b>BrainPOP LLC</b>	Ferrell, Scott	San Bernardino Co Superior Court	8/17/2023	Para. 29	CIVSB2319420
Licea, Miguel	<b>Brentwood Home</b>	Ferrell, Scott	San Diego Co Superior Court	4/21/2023	Para. 31	37-2023-00016717-CU-MT-CTL
Munoz, Cieara	<b>Breville</b>	Ferrell, Scott	LA Co Superior Court	7/30/2024	Para. 7	24STCV19029
Licea, Jose	<b>Bridgestone Tire</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01653
Cody, Annette	<b>Brinks Home</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01627
Rodriguez, Rebeka	<b>Brooklinen</b>	Ferrell, Scott	LA Co Superior Court	8/18/2023	Para. 29	23STCV19839
Licea, Miguel	<b>Brooklyn Bedding; Helix Sleep</b>	Ferrell, Scott	LA Co Superior Court	3/6/2023	Paras. 17, 24	23STCV04925
Garcia, Cirila	<b>Brooks Brothers</b>	Brodsky Smith	LA Co Superior Court	12/6/2024	Para. 23	24STCV32154
Valenzuela, Sonya	<b>Build-A-Bear Workshop</b>	Ferrell, Scott	LA Co Superior Court	3/2/2023	Paras. 17, 24	23STCV04542
Garcia, Silvia	<b>Butterfly Network</b>	Ferrell, Scott	LA Co Superior Court	2/16/2024	Para. 29	24STCV03898
Valenzuela, Sonya	<b>C.C. Filson Co</b>	Ferrell, Scott	LA Co Superior Court	3/29/2023	Para. 29	23STCV06952
Esparza, Miguel	<b>Carecloud</b>	Ferrell, Scott	LA Co Superior Court	2/16/2024	Para. 29	24STCV03896



**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Licea, Jose	<b>Caroo</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01687
Moore, Reginald	<b>CCS Direct</b>	Brodsky Smith	LA Co Superior Court	11/19/2024	Para. 23	24STCV30506
Licea, Miguel	<b>Chipotle</b>	Ferrell, Scott	San Diego Co Superior Court	4/4/2023	Para. 26	37-2023-00013692-CU-CR-CTL
Camacho, Isabel	<b>Cinmar LLC; Grandin Road</b>	Brodsky Smith	San Bernardino Co Superior Court	6/20/2024	Para. 23	CIVSB2420724
Licea, Jose	<b>Coca-Cola</b>	Ferrell, Scott	LA Co Superior Court	9/20/2024	Paras. 17, 67	24STCV24413
Oneill, Mason	<b>Coldwater Creek</b>	Brodsky Smith	San Bernardino Co Superior Court	11/12/2024	Para. 21	CIVSB2434145
Byars, Arisha	<b>Cole Haan</b>	Ferrell, Scott	LA Co Superior Court	5/20/2023	Para. 30	23STCV12292
Esparza, Miguel	<b>Commonspirit Health</b>	Ferrell, Scott	LA Co Superior Court	7/30/2024	Para. 7	24STCV19034
Licea, Miguel	<b>CordaRoy's</b>	Ferrell, Scott	LA Co Superior Court	1/16/2024	Para. 29	24STCV01041
Sandoval, Lisa	<b>Costco</b>	Brodsky Smith	LA Co Superior Court	12/13/2024	Para. 23	24STCV32905
Licea, Miguel	<b>Coyuch Inc.</b>	Ferrell, Scott	LA Co Superior Court	11/8/2023	Para. 29	23STCV27476
Licea, Miguel	<b>Cozymeal Inc.</b>	Ferrell, Scott	LA Co Superior Court	3/6/2023	Paras. 17, 24	23STCV04923
Hurtado, Christina	<b>Crocs Inc.</b>	Brodsky Smith	LA Co Superior Court	6/26/2024	Para. 21	24STCV15950
Licea, Miguel	<b>Darling Spring LLC</b>	Ferrell, Scott	LA Co Superior Court	11/1/2023	Para. 29	23STCV26790
Valenzuela, Sonya	<b>Delivery.com</b>	Ferrell, Scott	Orange Co Superior Court	7/14/2023	Para. 33	30-2023-01336839-CU-MT-CXC
Esparza, Miguel	<b>Delphix Corp.</b>	Ferrell, Scott	LA Co Superior Court	7/30/2024	Para. 7	24STCV19054

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Camacho, Isabel	<b>DG Premium Brands LLC</b>	Brodsky Smith	LA Co Superior Court	10/25/2024	Para. 23	24STCV21672
Oneill, Mason	<b>Displate Metal Posters</b>	Brodsky Smith	San Bernardino Co Superior Court	8/1/2024	Para. 23	CIVSB2424532
Esparza, Miguel	<b>DocuSign Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	4/21/2023	Para. 31	37-2023-00016676-CU-MT-CTL
Chelius, James	<b>Doheny Enterprises Inc.</b>	Brodsky Smith	LA Co Superior Court	8/5/2024	Para. 21	24STCV19496
Cody, Annette	<b>Dolls Kill Inc.</b>	Ferrell, Scott	LA Co Superior Court	2/26/2024	Para. 28	24STCV04715
Tulin, Chandler	<b>Dormify Inc.</b>	Brodsky Smith	San Diego Co Superior Court	10/9/2024	Para. 23	24CU016120C
Licea, Jose	<b>Doximity.inc</b>	Ferrell, Scott	LA Co Superior Court	8/7/2024	Paras. 9, 52	24STCV19867
Garcia, Silvia	<b>Doximity.inc</b>	Ferrell, Scott	LA Co Superior Court	9/16/2024	Para. 24	23STCV09965
Esparza, Miguel	<b>Ecco USA</b>	Ferrell, Scott	San Diego Co Superior Court	3/6/2023	Paras. 17, 24	37-2023-00009235-CU-CR-CTL
Valenzuela, Sonya	<b>Elite Appliance</b>	Ferrell, Scott	LA Co Superior Court	10/24/2023	Para. 29	23STCV25956
Garcia, Silvia	<b>Environmental Systems Research Institute</b>	Ferrell, Scott	LA Co Superior Court	2/16/2024	Para. 29	24STCV03894
Esparza, Miguel	<b>eSaleRugs</b>	Ferrell, Scott	LA Co Superior Court	1/16/2024	Para. 29	24STCV01049
Licea, Jose	<b>Everyday Yoga</b>	Ferrell, Scott	LA Co Superior Court	1/2/2024	Para. 28	24STCV00021
Balabbo, Precila	<b>Evite Inc.</b>	Brodsky Smith	LA Co Superior Court	8/26/2024	Para. 23	24STCV21646
Licea, Miguel	<b>Expert Voice</b>	Ferrell, Scott	LA Co Superior Court	4/3/2024	Para. 29	24STCV08477

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Arreola, Selinda	<b>FabFitFun Inc.</b>	Brodsky Smith	LA Co Superior Court	8/28/2024	Para. 21	24STCV21980
Rodriguez, Emily	<b>Factory Mutual Insurance Co.</b>	Ferrell, Scott	LA Co Superior Court	9/25/2024	Paras. 17, 67	24STCV24871
Valenzuela, Sonya	<b>Faherty</b>	Ferrell, Scott	Orange Co Superior Court	7/18/2024	Para. 33	30-2023-01337235-CU-MT-CXC
Sanchez, Monica	<b>Farmers Group Inc.</b>	Ferrell, Scott	LA Co Superior Court	1/6/2025	Paras. 17, 150	24STCV13145
Cody, Annette	<b>Fast Spring</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01660
Bell, Ema	<b>Fat Quarter Shop</b>	Brodsky Smith	LA Co Superior Court	7/24/2024	Para. 21	24STCV18420
Sanchez, Monica	<b>Fifth Third Bank</b>	Ferrell, Scott	LA Co Superior Court	8/21/2024	Paras. 17, 79	24STCV13187
Esparza, Miguel	<b>Fonteva LLC</b>	Ferrell, Scott	LA Co Superior Court	8/26/2024	Para. 7	24STCV21614
Arreola, Miguel	<b>Food52</b>	Brodsky Smith	San Bernardino Co Superior Court	8/13/2024	Para. 21	CIVSB2425173
Rodriguez, Rebeka	<b>Ford Motor Co</b>	Ferrell, Scott	San Diego Co Superior Court	3/2/2023	Paras. 17, 24	37-2023-00008717-CU-CR-CTL
Byars, Arisha	<b>Full Compass Systems</b>	Ferrell, Scott	LA Co Superior Court	10/24/2023	Para. 29	23STCV26010
Le, Chau	<b>Garnet Hill Inc.</b>	Brodsky Smith	San Diego Co Superior Court	8/19/2024	Para. 21	24CU006592C
Esparza, Miguel	<b>Gen Digital, Inc.;</b> <b>Norton.com</b>	Ferrell, Scott	LA Co Superior Court	8/30/2023	Para. 35	23STCV09829
D'Angelo, Noelle; D'Angelo, Anthony	<b>General Automobile Insurance Servs. Inc.</b>	Marron, Ronald	San Diego Co Superior Court - Central Division	6/1/2023	Para. 44	37-2023-00023048-CU-CO-CTL

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Rodriguez, Rebekah	<b>General Mills Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	4/3/2023	Para. 26	37-2023-00013709-CU-CR-CTL
Esparza, Miguel	<b>General Motors LLC</b>	Ferrell, Scott	LA Co Superior Court	8/2/2024	Para. 7	24STCV19447
Cody, Annette	<b>Global Edit</b>	Ferrell, Scott	LA Co Superior Court	2/2/2024	Para. 29	24STCV02809
Garcia, Silvia	<b>Global Uprising; Cotopaxi</b>	Ferrell, Scott	Orange Co Superior Court	7/10/2023	Para. 33	30-2023-01336364-CU-MT-CXC
Rodriguez, Rebeka	<b>GNC Holdings</b>	Ferrell, Scott	San Diego Co Superior Court	3/1/2023	Paras. 17, 24	37-2023-00008920-CU-CR-CTL
Esparza, Miguel	<b>Goldsilver LLC</b>	Ferrell, Scott	LA Co Superior Court	8/16/2023	Para. 29	23STCV19517
Le, Chau	<b>Goupon Inc.</b>	Brodsky Smith	San Diego Co Superior Court	10/9/2024	Para. 21	24CU016250C
Esparza, Miguel	<b>Halo Branded Solutions</b>	Ferrell, Scott	LA Co Superior Court	3/18/2024	Para. 29	24STCV06632
Rodriguez, Rebeka	<b>Hanover Home</b>	Ferrell, Scott	LA Co Superior Court	1/12/2024	Para. 29	24STCV00929
Castenada, Patricia	<b>HD Supply Inc.</b>	Brodsky Smith	LA Co Superior Court	12/10/2024	Para. 21	24STCV32502
Crano, Suellen; Cooney, Kelly	<b>Hilton Worldwide Holdings</b>	Erickson Kramer Osborne; Dwoskin Wasdin	LA Co Superior Court	10/9/2024	Para. 97	24STCV26306
Valenzuela, Sonya	<b>Homage</b>	Ferrell, Scott	Orange Co Superior Court	7/14/2023	Para. 33	30-2023-01336826-CU-MT-CXC
Camacho, Isabel	<b>Il Makiage</b>	Brodsky Smith	San Bernardino Co Superior Court	7/24/2024	Para. 21	CIVSB2423953
Garcia, Silvia	<b>Infiniscience Inc.</b>	Ferrell, Scott	Orange Co Superior Court	7/18/2023	Para. 33	30-2023-01336952-CU-MT-CXC
Navar, Rosaura	<b>Invicta Watch Co of America</b>	Brodsky Smith	LA Co Superior Court	8/1/2024	Para. 23	24STCV19189

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Espinoza, Gabriel	<b>J. Crew Group LLC</b>	Brodsky Smith	LA Co Superior Court	7/24/2024	Para. 21	24STCV18413
Licea, Miguel	<b>Jerome's Furniture Warehouse</b>	Ferrell, Scott	San Bernardino Co Superior Court	8/17/2023	Para. 29	CIVSB2319450
Velasco, Kirby	<b>Johnny Was</b>	Brodsky Smith	LA Co Superior Court	8/1/2024	Para. 21	24STCV19235
Garcia, Sylvia	<b>JPJ Electronics LLC</b>	Ferrell, Scott	LA Co Superior Court	3/29/2023	Para. 29	23STCV06975
Esparza, Miguel	<b>JTV - America's Collectibles Network</b>	Ferrell, Scott	LA Co Superior Court	1/16/2024	Para. 29	24STCV01043
Esparza, Miguel	<b>Keller-Heartt Co.</b>	Ferrell, Scott	LA Co Superior Court	3/18/2024	Para. 29	24STCV06610
Cantu, Tanya	<b>Kelley Blue Book</b>	Ferrell, Scott	LA Co Superior Court	9/4/2024	Paras. 17, 67	24STCV22614
Valenzuela, Sonya	<b>Keurig Green Mountain</b>	Ferrell, Scott	LA Co Superior Court	11/1/2023	Para. 29	23STCV26820
Esparza, Miguel	<b>Kohls, Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	9/28/2023	Para. 45	37-2022-00051963-CU-CR-CTL
Esparza, Miguel	<b>Lakeshore Learning Materials LLC</b>	Ferrell, Scott	LA Co Superior Court	7/24/2024	Paras. 41, 103	24STCV02148
Licea, Jose	<b>Lasko Products</b>	Ferrell, Scott	Orange Co Superior Court	7/10/2023	Para. 33	30-2023-01336361-CU-MT-CXC
Valenzuela, Sonya	<b>L'Auberge Del Mar</b>	Ferrell, Scott	LA Co Superior Court	4/5/2023	Para. 26	23STCV07524
Valenzuela, Sonya	<b>Laura Geller</b>	Ferrell, Scott	LA Co Superior Court	5/9/2024	Para. 31	23STCV10403
Garcia, Silvia	<b>Levia Strauss &amp; Co; Dockers</b>	Ferrell, Scott	LA Co Superior Court	7/24/2023	Para. 46	23STCV17313
Rodriguez, Rebeka	<b>LexJet LLC</b>	Ferrell, Scott	LA Co Superior Court	1/2/2024	Para. 28	24STCV00018

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Licea, Jose	<b>Lightledge Solutions LLC</b>	Ferrell, Scott	San Diego Co Superior Court	11/1/2023	Para. 29	37-2023-00025419-CU-CR-CTL
Licea, Miguel	<b>Lincove - American Bedding</b>	Ferrell, Scott	LA Co Superior Court	5/10/2023	Para. 31	23STCV10483
Valenzuela, Sonya	<b>Livechat, Inc.</b>	Ferrell, Scott	Orange Co Superior Court	8/7/2023	Para. 35	30-2023-01333056-CU-CR-CJC
Esparza, Miguel	<b>Lively Inc.</b>	Ferrell, Scott	LA Co Superior Court	1/19/2024	Para. 29	24STCV01411
Ferreiro, Anthony	<b>Mack Weldon Inc.</b>	Brodsky Smith	LA Co Superior Court	11/12/2024	Para. 21	24STCV29468
Becerra, Valerie	<b>Macy's</b>	Brodsky Smith	LA Co Superior Court	12/11/2024	Para. 23	24STCV32685
Valdez Chism, Maricela	<b>Mainstream Swimsuits Inc.</b>	Brodsky Smith	LA Co Superior Court	8/1/2024	Para. 21	24STCV19244
Licea, Miguel	<b>Malwarebytes</b>	Ferrell, Scott	San Bernardino Co Superior Court	4/14/2023	Para. 31	CIVSB2224245
Licea, Miguel	<b>McGraw Hill</b>	Ferrell, Scott	LA Co Superior Court	5/30/2023	Para. 31	23STCV12283
Valenzuela, Sonya	<b>Micron Technology Inc.</b>	Ferrell, Scott	LA Co Superior Court	7/25/2023	Para. 46	23STCV17448
Sanchez, Monica	<b>Midland National Life Insurance Co.</b>	Ferrell, Scott	LA Co Superior Court	8/27/2024	Para. 7	24STCV21843
Cody, Annette	<b>Modani</b>	Ferrell, Scott	LA Co Superior Court	11/8/2023	Para. 29	23STCV27495
Cantu, Jesse	<b>NaviSite</b>	Ferrell, Scott	LA Co Superior Court	10/3/2024	Para. 29	23STCV24019
Cantu, Tanya	<b>Nespresso</b>	Ferrell, Scott	LA Co Superior Court	9/12/2024	Paras. 17, 67	24STCV23652
Panameno, Rosalie	<b>Net-A-Porter</b>	Brodsky Smith	San Bernardino Co Superior Court	7/9/2024	Para. 21	CIVVS2400129

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Lunsford, Gary	<b>New Balance</b>	Brodsky Smith	LA Co Superior Court	12/31/2024	Para. 21	24STCV-34762
Cantu, Tanya	<b>Nintendo</b>	Ferrell, Scott	LA Co Superior Court	9/19/2024	Paras. 17, 67	24STCV24416
Gutierrez, Alondra	<b>Nintendo</b>	Brodsky Smith	LA Co Superior Court	12/13/2024	Para. 21	24STCV32930
Cantu, Tanya	<b>Nordstrom</b>	Ferrell, Scott	LA Co Superior Court	9/13/2024	Paras. 17, 67	24STCV23724
Moore, Reginald	<b>Nutrisystem Inc.</b>	Brodsky Smith	LA Co Superior Court	10/9/2024	Para. 21	24STCV26266
Bell, Ema	<b>Orvis Co.</b>	Brodsky Smith	LA Co Superior Court	11/19/2024	Para. 21	24STCV30547
Cody, Annette	<b>P.C. Richard</b>	Ferrell, Scott	LA Co Superior Court	4/5/2023	Para. 26	23STCV07578
Esparza, Miguel	<b>Pacific Life Insurance Co.</b>	Ferrell, Scott	LA Co Superior Court	7/30/2024	Para. 7	24STCV19045
Velasco, Kirby	<b>Palm Beach Jewelry</b>	Brodsky Smith	LA Co Superior Court	8/26/2024	Para. 23	24STCV21702
Sanchez, Monica	<b>Pan-American Life Insurance Group</b>	Ferrell, Scott	LA Co Superior Court	9/20/2024	Paras. 17, 67	24STCV24491
Moore, Reginald	<b>Patagonia</b>	Brodsky Smith	LA Co Superior Court	10/25/2024	Para. 21	24STCV16713
Jones, Julie	<b>Peloton</b>	Marron, Ronald	San Diego Co Superior Court - Central Division	6/1/2023	Para. 43	30-2023-00023416-CU-CO-CTL
Cantu, Tanya	<b>Peloton</b>	Ferrell, Scott	LA Co Superior Court	9/5/2024	Paras. 17, 67	24STCV22776
Bercerra, Valerie	<b>Pish Posh Baby LLC</b>	Brodsky Smith	LA Co Superior Court	10/9/2024	Para. 21	24STCV26264

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Aguilar, Virginia	<b>Poly-Wood LLC</b>	Brodsky Smith	San Bernardino Co Superior Court	10/9/2024	Para. 21	CIVSB2430698
Guzman, Carlos	<b>Powersports; ID Auto</b>	Brodsky Smith	LA Co Superior Court	12/9/2024	Para. 23	24STCV32358
Garcia, Silvia	<b>Proof.com</b>	Ferrell, Scott	LA Co Superior Court	4/3/2024	Para. 29	24STCV08454
Licea, Miguel	<b>Rack Room Shoes</b>	Ferrell, Scott	LA Co Superior Court	4/23/2024	Paras. 37, 112	23STCV22458
Espinoza, Gabriel	<b>Recreational Equipment, Inc. (REI)</b>	Brodsky Smith	LA Co Superior Court	11/19/2024	Para. 21	24STCV30498
Navar, Rosaura	<b>Red Robin International</b>	Brodsky Smith	LA Co Superior Court	8/8/2024	Para. 23	24STCV19961
Balabbo, Precila	<b>Red-Aspen LLC</b>	Brodsky Smith	LA Co Superior Court	7/24/2024	Para. 21	24STCV18261
Licea, Jose	<b>Rocket Mortgage</b>	Ferrell, Scott	LA Co Superior Court	1/25/2024	Para. 29	24STCV02041
Cody, Annette	<b>Rural King</b>	Ferrell, Scott	LA Co Superior Court	1/16/2024	Para. 29	24STCV01111
Heiting, Anne	<b>SafetyCulture Inc.</b>	Tauler Smith LLP	LA Co Superior Court	6/13/2023	P. 1; Para. 45	23STCV13598
Garcia, Silvia	<b>Sampler Store Inc.; Rally House</b>	Ferrell, Scott	LA Co Superior Court	7/24/2023	Para. 47	23STCV17320
Le, Chau	<b>Sam's Club</b>	Brodsky Smith	San Diego Co Superior Court	12/13/2024	Para. 21	24CU028499C
Byars, Arisha	<b>Schutz Shoes</b>	Ferrell, Scott	LA Co Superior Court	5/16/2023	Para. 31	23STCV10924
Levings Jr., Daryl	<b>Sealy (Tempurpedic)</b>	Ferrell, Scott	LA Co Superior Court	8/29/2024	Para. 7	24STCV22102
Esparza, Miguel	<b>Sharper Image</b>	Ferrell, Scott	LA Co Superior Court	5/2/2024	Para. 25	23STCV09814
Sanchez, Monica	<b>Shipt</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV28998



**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Valenzuela, Sonya	<b>Sia International Trading Ltd</b>	Ferrell, Scott	LA Co Superior Court	5/26/2023	Para. 31	23STCV07626
Valdez Chism, Maricela	<b>Simon &amp; Schuster</b>	Brodsky Smith	LA Co Superior Court	6/26/2024	Para. 21	24STCV15977
Esparza, Miguel	<b>Simplehuman</b>	Ferrell, Scott	San Diego Co Superior Court	3/6/2023	Paras. 17, 24	37-2023-00009247-CU-CR-CTL
Valdez Chism, Maricela	<b>Simplehuman</b>	Brodsky Smith	LA Co Superior Court	8/22/2024	Para. 21	24STCV21409
Garcia, Silvia	<b>SiTime Corp.</b>	Ferrell, Scott	LA Co Superior Court	2/22/2024	Para. 29	24STCV04521
Cody, Annette	<b>Skull Candy</b>	Ferrell, Scott	LA Co Superior Court	3/29/2023	Para. 29	23STCV06828
Licea, Jose	<b>Skygroup Investments (Indoor Skydiving)</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV29035
Mitchell, Kentoya	<b>Sonesta International Hotels Corp.</b>	Bursor & Fisher	LA Co Superior Court	2/26/2024	Para. 88	24STCV04902
Sanchez, Monica	<b>Sonos</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV29010
Tulin, Chandler	<b>Spark Fun Electronics</b>	Brodsky Smith	San Diego Co Superior Court	12/31/2024	Para. 21	24CU031243C
Esparza, Miguel	<b>Sprayer Depot LLC</b>	Ferrell, Scott	LA Co Superior Court	3/18/2024	Para. 29	24STCV06633
Licea, Miguel	<b>St. Johns Knits</b>	Ferrell, Scott	LA Co Superior Court	9/18/2023	Para. 29	23STCV22474
Alquilar, Virginia	<b>Staples Inc.</b>	Brodsky Smith	San Bernardino Co Superior Court	6/26/2024	Para. 21	CIVSBZ420967
Ferreiro, Anthony	<b>Starz Inc.</b>	Brodsky Smith	LA Co Superior Court	6/28/2024	Para. 21	24STCV16227
Balabbo, Precila	<b>Stitch Fix Inc.</b>	Brodsky Smith	LA Co Superior Court	7/3/2024	Para. 21	24STCV16594

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Esparza, Miguel	<b>Stockx LLC</b>	Ferrell, Scott	LA Co Superior Court	8/2/2024	Para. 7	24STCV19436
Esparza, Miguel	<b>Straight Talk</b>	Ferrell, Scott	LA Co Superior Court	5/16/2023	Para. 31	23STCV10908
Cody, Annette	<b>Sundance Holdings Group LLC</b>	Ferrell, Scott	LA Co Superior Court	1/16/2024	Para. 29	24STCV01046
Licea, Jose	<b>Sunroad Auto Holding Group</b>	Ferrell, Scott	San Diego Co Superior Court	9/5/2023	Para. 47	37-2022-00046821-CU-CR-CTL
Le, Chau	<b>Supplement Warehouse LLC</b>	Brodsky Smith	San Diego Co Superior Court	11/20/2024	Para. 21	24CU024096C
Licea, Jose	<b>Take-Two Interactive Software</b>	Ferrell, Scott	LA Co Superior Court	9/26/2024	Paras. 17, 67	24STCV25063
Licea, Jose	<b>Talkspace, Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	5/10/2023	Para. 25	37-2023-00003186-CU-CR-CTL
Velasco, Kirby	<b>Target</b>	Brodsky Smith	LA Co Superior Court	12/16/2024	Para. 24	24STCV33225
Esparza, Miguel	<b>Taylor Made Golf Co.</b>	Ferrell, Scott	LA Co Superior Court	8/2/2024	Para. 7	24STCV19416
Valenzuela, Sonya	<b>Tecovas Inc.</b>	Ferrell, Scott	LA Co Superior Court	7/24/2023	Para. 47	23STCV17318
Valenzuela, Sonya	<b>Telesign Corp.</b>	Ferrell, Scott	LA Co Superior Court	7/25/2023	Para. 46	23STCV17434
Hernandez, Gabriel	<b>The Burton Corporation</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01690
Pizzaro, Ramon	<b>The Daily Caller Inc.</b>	Brodsky Smith	LA Co Superior Court	8/22/2024	Para. 21	24STCV21395
Licea, Miguel	<b>The Finish Line</b>	Ferrell, Scott	LA Co Superior Court	3/19/2024	Para. 40	23STCV22390
Hurtado, Christina	<b>The Honest Company</b>	Brodsky Smith	LA Co Superior Court	10/25/2024	Para. 23	24STCV28003

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Balabbo, Precila	<b>The Sports Basement</b>	Brodsky Smith	SF Co Superior Court	11/20/2024	Para. 21	CGC-24-619956
Licea, Jose	<b>The Street</b>	Ferrell, Scott	LA Co Superior Court	2/2/2024	Para. 29	24STCV02762
Byars, Arisha	<b>Theory</b>	Ferrell, Scott	LA Co Superior Court	5/9/2023	Para. 31	23STCV10368
Cantu, Jesse	<b>Three Dots</b>	Ferrell, Scott	LA Co Superior Court	4/8/2024	Para. 28	24STCV08722
Espinoza, Gabriel	<b>Tie Bar Holdings</b>	Brodsky Smith	SF Co Superior Court	8/26/2024	Paras. 21	CGC-24-617530
Jones, Julie	<b>Tonal Systems</b>	Marron, Ronald	San Diego Co Superior Court - Central Division	6/1/2023	Para. 43	37-2023-00023025-CU-CO-CTL
Esparza, Miguel	<b>Trends International - Art.com</b>	Ferrell, Scott	LA Co Superior Court	1/25/2024	Para. 29	24STCV02039
Bell, Ema	<b>True Brands</b>	Brodsky Smith	LA Co Superior Court	7/3/2024	Para. 21	24STCV16580
Licea, Miguel	<b>Tumi Inc.</b>	Ferrell, Scott	San Diego Co Superior Court	4/3/2023	Para. 26	37-2023-00013705-CU-CR-CTL
Garcia, Silvia	<b>Untuckit</b>	Ferrell, Scott	Orange Co Superior Court	7/7/2023	Para. 33	30-2023-01335784-CU-MT-CXC
Esparza, Miguel	<b>Urban Outfitters</b>	Ferrell, Scott	LA Co Superior Court	4/20/2023	Para. 25	23STCV08874
Sanchez, Monica	<b>Venturebeat</b>	Ferrell, Scott	LA Co Superior Court	11/5/2024	Paras. 17, 67	24STCV29007
Rodriguez, Rebeka	<b>Vicci Eyewear</b>	Ferrell, Scott	San Diego Co Superior Court	3/8/2023	Paras. 17, 24	37-2023-00009720-CU-CR-CTL
Martin, Ruth	<b>VitalSource Technologies</b>	Ferrell, Scott	LA Co Superior Court	11/6/2024	Paras. 17, 67	24STCV29163

**CIPA State Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Sandoval, Lisa	<b>Vuori</b>	Brodsky Smith	LA Co Superior Court	7/3/2024	Para. 21	24STCV16716
Valdez Chism, Maricela	<b>W.B. Mason Co.</b>	Brodsky Smith	LA Co Superior Court	12/6/2024	Para. 21	24STCV32188
Bell, Ema	<b>W.W. Grainger Inc.</b>	Brodsky Smith	LA Co Superior Court	8/21/2024	Para. 21	24STCV21284
Licea, Miguel	<b>White House Black Market</b>	Ferrell, Scott	LA Co Superior Court	5/8/2023	Para. 31	23STCV10322
Esparza, Miguel	<b>WillScot</b>	Ferrell, Scott	LA Co Superior Court	1/22/2024	Para. 29	24STCV01561
Navar, Rosaura	<b>Windsor Fashions LLC</b>	Brodsky Smith	LA Co Superior Court	11/20/2024	Para. 21	24STCV30575
Esparza, Miguel	<b>Wintek Corp.</b>	Ferrell, Scott	LA Co Superior Court	8/2/2024	Para. 7	24STCV19427
Garcia, Silvia	<b>Workday Inc.</b>	Ferrell, Scott	LA Co Superior Court	4/26/2023	Para. 31	23STCV09372
Shah, Vivek	<b>Wpromote LLC</b>	Pro Se	LA Co Superior Court	9/9/2024	Paras. 9, 52, 54	24STCV23077
Becerra, Valerie	<b>Yardbird Inc.</b>	Brodsky Smith	LA Co Superior Court	6/26/2024	Para. 21	24STCV15978
Chelius, James	<b>Zappos.com</b>	Brodsky Smith	LA Co Superior Court	12/13/2024	Para. 21	24STCV33001
Esparza, Miguel	<b>Zip Co</b>	Ferrell, Scott	LA Co Superior Court	3/18/2024	Para. 29	24STCV06607

**CIPA Federal Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Esparza, Miguel	<b>Acura of Escondido</b>	Ferrell, Scott	S.D. Cal.*	2/20/2024	Para. 34	3:23-cv-00102-DMS-KSC
Mahoney, Michael	<b>Ally Financial</b>	Bursor & Fisher	N.D. Cal.	4/22/2024	Para. 111	4:24-cv-02392-DMR
Garcia, Christine	<b>Alo; Meta; Google; Snap; Heap</b>	Bursor & Fisher	N.D. Cal.	7/12/2024	Para. 129	3:24-cv-03926-VC
Licea, Miguel	<b>American Eagle Outfitters</b>	Ferrell, Scott	C.D. Cal.	3/22/2023	Para. 34	5:22-cv-01702-MWF-JPR
Balletto, Beverly; Fajge, Adam; Babcock, Wendy	<b>American Honda Motor Co</b>	Bursor & Fisher	N.D. Cal.	11/2/2023	Para. 52	4:23-cv-01017-JSW
Jones, Julie	<b>Arhaus</b>	Marron, Ronald	S.D. Cal.	7/21/2023	Para. 41	3:23-cv-984-BTM/JLB
Garcia, Silvia	<b>Build.com</b>	Ferrell, Scott	S.D. Cal.*	7/17/2023	Para. 34	3:22-cv-01985-DMS-KSC
Brooks, Ariel; Borowsky	<b>CVS Health Corp.</b>	Bursor & Fisher	N.D. Cal.	12/12/2024	Para. 79	4:24-cv-08990
Arguelles, Anthony	<b>Dodge</b>	Marron, Ronald	S.D. Cal.	4/17/2024	Para. 41	23-cv-00982-WQH-MMP
Kroskey, Jonathan	<b>Elevate Labs; Balance App</b>	Bursor & Fisher	N.D. Cal.	11/18/2024	Para. 98	5:24-cv-08113
Jones, Julie	<b>Ergatta Inc.</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 41	3:23-cv-00983-LL/AHG
Hoffman, Ava; Pierro, Shante; Zamor, Daniela	<b>FitOn Inc</b>	Bursor & Fisher	C.D. Cal.	10/22/2024	Para. 177	2:24-cv-09105
Przywara, Margaret	<b>Five9 Inc.</b>	Bursor & Fisher	N.D. Cal.	4/12/2023	Para. 50	4:23-cv-01757
King, Vanessa	<b>Flixbus Inc.</b>	Bursor & Fisher	C.D. Cal.	10/2/2024	Para. 73	5:24-cv-02108
Cody, Annette	<b>Glasses USA</b>	Ferrell, Scott	C.D. Cal.	8/19/2023	Para. 48	8:23-cv-01545

\*Removed from state court

**CIPA Federal Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
D'Angelo, Noelle; D'Angelo, Anthony	<b>GM Chevrolet</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 41	3:23-cv-00985- WQH-DEB
Doe, Jane	<b>Inito Inc.</b>	Bursor & Fisher	N.D. Cal.	11/25/2024	Para. 68	4:24-cv-08433- KAW
Valenzuela, Sonya	<b>Jane Marketplace</b>	Ferrell, Scott	N.D. Cal.	5/23/2023	Para. 32	3:23-cv-02543
D'Angelo, Noelle; D'Angelo, Anthony	<b>JCPenney</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 41	3:23-cv-00981- BAS-DDL
Valenzuela, Sonya	<b>Keurig Green Mountain Inc.</b>	Ferrell, Scott	N.D. Cal.	6/6/2023	Para. 33	3:22-cv-09042- JSC
Valenzuela, Sonya	<b>Kroger</b>	Ferrell, Scott	C.D. Cal.*	7/10/2023	Para. 34	2:22-cv-06382- DMG-AGR
Byars, Arisha	<b>Macy's</b>	Ferrell, Scott	C.D. Cal.*	3/22/2023	Para. 29	5:23-cv-00456- SSS-KK
Gabrielli, Jonathan	<b>Motorola</b>	Gutride Safier	N.D. Cal.	12/31/2024	Para. 115	4:24-cv-09533
D'Angelo, Noelle; D'Angelo, Anthony	<b>Nissan</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 41	3:23-cv-00980- AJB-AHG
Jones, Julie	<b>NordicTrack</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 41	3:23-cv-00979-L- WVG
Dion, Madeline	<b>Oxford Hotels - The Godfrey; TravelClick</b>	Almeida Law Group	C.D. Cal.	8/2/2024	Para. 140	2:24-cv-06562
Sarhadi, Kasra	<b>Pear Health Labs</b>	Bursor & Fisher	N.D. Cal.	11/12/2024	Para. 120	3:24-cv-07921
Jones, Julie	<b>Peloton</b>	Marron, Ronald	S.D. Cal.	6/9/2023	Para. 40	3:23-cv-01082- LAB-BGS
Hernandez, Gabriela	<b>Pure Health Research</b>	Ferrell, Scott	S.D. Cal.	11/9/2023	Para. 63	3:23-cv-00971- BAS-DEB
Mata, Guillermo	<b>Redfin</b>	Kingsbury Law	S.D. Cal.	9/9/2024	Para. 58	3:24-cv-01094-L- BJC
Cody, Annette	<b>Ring LLC</b>	Ferrell, Scott	N.D. Cal.	4/16/2023	Para. 33	4:23-cv-00562- HSG

**CIPA Federal Court Complaints Citing Javier**

Plaintiff	Defendant	Plaintiff's Attorney	Court	Date Operative Complaint Filed	Javier Citations	Case No.
Yockey, Patrick; Magpayo, Pearl	<b>Salesforce</b>	Bursor & Fisher	N.D. Cal.	10/30/2024	Para. 66	4:22-cv-09067- JST
D'Angelo, Noelle; D'Angelo, Anthony	<b>Sears, Roebuck</b>	Marron, Ronald	S.D. Cal.	5/26/2023	Para. 40	3:23-cv-00977- WQH-KSC
Byars, Arisha	<b>Sephora</b>	Ferrell, Scott	C.D. Cal.	5/16/2023	Para. 31	5:23-cv-00883
Martin, Ruth	<b>Sephora</b>	Ferrell, Scott	E.D. Cal.	4/4/2023	Para. 34	1:22-cv-01355- JLT-SAB
Cousin, Hannah; Camus, Linda; Barbat, Edward	<b>Sharp Healthcare</b>	Lynch Carpenter	S.D. Cal.*	8/2/2023	Para. 179	22-cv-2040- MMA (DDL)
Porchia, Catherine; Silverstein, Mathilda	<b>Skims Body Inc.</b>	Bursor & Fisher	N.D. Cal.	4/29/2024	Para. 70	3:24-cv-02562
Everson, Amanda	<b>Stanley; Pacific Market International</b>	Bursor & Fisher	N.D. Cal.	3/28/2024	Para. 68	3:24-cv-01926- LB
Jimenez, Lizeth; Bordeaux, Ayreanne	<b>VCA Inc.</b>	Bursor & Fisher	N.D. Cal.	1/8/2025	Para. 95	3:25-cv-00301
De La Torre, Alessandro	<b>Vshred LLC</b>	Bursor & Fisher	C.D. Cal.	6/11/2024	Para. 159	2:24-cv-04917
Valenzuela, Sonya	<b>World Wildlife Fund</b>	Ferrell, Scott	C.D. Cal.*	8/8/2023	Para. 48	2:23-cv-06112- WLH-MAA
Garcia, Silvia	<b>Wpromote LLC</b>	Ferrell, Scott	C.D. Cal.*	10/9/2024	Paras. 58, 80	2:24-cv-07780- AB-MAA

\*Removed from state court

**CIPA Federal Court Complaints Citing Javier**

<b>Plaintiff</b>	<b>Defendant</b>	<b>Plaintiff's Attorney</b>	<b>Court</b>	<b>Date Operative Complaint Filed</b>	<b>Javier Citations</b>	<b>Case No.</b>
Licea, Jose	<b>Wrangler</b>	Ferrell, Scott	C.D. Cal.	7/20/2023	Para. 48	2:23-cv-05903
Rodriguez, Rebekah	<b>Zenni Optical</b>	Ferrell, Scott	S.D. Cal.*	5/22/2023	Para. 30	3:23-CV-00821-H-KSC
Mata, Guillermo	<b>Zillow Group</b>	Kingsbury Law	S.D. Cal.	6/25/2024	Para. 56	3:24-cv-01095-DMS-VET



**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
NORA GUTIERREZ, VS CCBILL, LLC	23STCV00979	CA: Los Angeles County Superior Court	2023-01-17	2024-08-13
Nora Gutierrez v. Four Sigma Foods Inc.	2:23-cv-01421	C.D.Cal.*	2023-02-24	2023-04-04
DANA HUGHES VS VDC USA INC.	23STCV04447	CA: Los Angeles County Superior Court	2023-03-01	2023-04-27
NORA GUTIERREZ VS DIGITAL ASSETS INC.	23STCV04469	CA: Los Angeles County Superior Court	2023-03-01	2023-05-30
NORA GUTIERREZ VS FIBRE GLAST DEVELOPMENTS CORPORATION, LLC	23STCV04470	CA: Los Angeles County Superior Court	2023-03-01	2024-10-01
DANA HUGHES VS JANE MARKETPLACE LLC	23STCV04976	CA: Los Angeles County Superior Court	2023-03-07	2023-06-14
Nora Gutierrez v. Dave and Matt Vans, LLC	2:23-cv-02012	C.D.Cal.*	2023-03-17	2023-05-08
Anne Heiting v. RingCentral Inc et al	2:23-cv-02649	C.D.Cal.*	2023-04-07	2023-06-08
Nora Gutierrez v. Origins Natural Resources Inc.	2:23-cv-03152	C.D.Cal.*	2023-04-26	2023-12-28
NORA GUTIERREZ VS RESIDENT HOME LLC	23STCV09554	CA: Los Angeles County Superior Court	2023-04-28	2024-04-05
ANNE HEITING, VS UNITED TELECOM LLC	23STCV09953	CA: Los Angeles County Superior Court	2023-05-03	2023-09-15
ANNE HEITING VS HARPERCOLLINS PUBLISHERS LLC	23STCV10382	CA: Los Angeles County Superior Court	2023-05-09	
BRITTANY RAMIREZ VS THE NEIMAN MARCUS GROUP LLC	23STCV10451	CA: Los Angeles County Superior Court	2023-05-10	
DREW HUNTHAUSEN VS AX TECHNOLOGIES LLC, A NEW YORK LIMITED LIABILITY COMPANY	23STCV12406	CA: Los Angeles County Superior Court	2023-05-31	2023-08-21
BRITTNEY RAMIREZ, AN INDIVIDUAL VS JACK RILEY INVESTMENTS, LLC DAB PINK LILY BOUTIQUE	23STCV13154	CA: Los Angeles County Superior Court	2023-06-08	2023-08-01
ANNE HEITING VS ARLO TECHNOLOGIES, INC.	23STCV13511	CA: Los Angeles County Superior Court	2023-06-12	2024-08-21
ANNE HEITING VS SAFETYCULTURE, INC.	23STCV13598	CA: Los Angeles County Superior Court	2023-06-13	2024-08-13
ANNE HEITING VS BRILLIANT EARTH, LLC, A CALIFORNIA CORPORATION	23STCV15840	CA: Los Angeles County Superior Court	2023-07-06	2023-09-26
ANNE HEITING VS KANTATA, INC., A CALIFORNIA CORPORATION	23STCV15827	CA: Los Angeles County Superior Court	2023-07-06	2023-08-22
ANNE HEITING, AN INDIVIDUAL VS BOSE CORPORATION, A MASSACHUSETTS CORPORATION	23STCV15897	CA: Los Angeles County Superior Court	2023-07-07	2023-08-22
BRITTNEY RAMIREZ VS DECKERS OUTDOOR CORPORATION, A CALIFORNIA CORPORATION	23STCV15919	CA: Los Angeles County Superior Court	2023-07-07	
BRITTNEY RAMIREZ VS JOHNNIE-O, INC.	23STCV15926	CA: Los Angeles County Superior Court	2023-07-07	

\*Removed from state court

**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
ANNE HEITING VS CHAR-BROIL, LLC, A GEORGIA CORPORATION	23STCV15960	CA: Los Angeles County Superior Court	2023-07-10	2023-10-18
ANNE HEITING VS SLEEP NUMBER CORPORATION, A MINNESOTA CORPORATION	23STCV15963	CA: Los Angeles County Superior Court	2023-07-10	2023-10-09
DANA HUGHES, AN INDIVIDUAL VS BABY TREND, INC, A CALIFORNIA CORPORATION	23STCV16366	CA: Los Angeles County Superior Court	2023-07-13	2024-01-16
ANNE HEITING, AN INDIVIDUAL VS PRINTFUL, INC, A NORTH CAROLINA CORPORATION	23STCV16685	CA: Los Angeles County Superior Court	2023-07-17	2023-09-08
BRITTNEY RAMIREZ VS VIKING RANGE, LLC	23STCV16877	CA: Los Angeles County Superior Court	2023-07-19	2023-10-03
MIGUEL LICEA VS LEVI STRAUSS & CO.	23STCV17313	CA: Los Angeles County Superior Court	2023-07-24	
RAMIREZ vs U-HAUL INTERNATIONAL, INC.	CVRI2303768	CA: Riverside County Superior Court	2023-07-24	2024-04-26
ANNE HEITING, AN INDIVIDUAL VS AVIATOR NATION, INC., A CALIFORNIA CORPORATION	23STCV17652	CA: Los Angeles County Superior Court	2023-07-27	2024-04-08
HUNTHAUSEN -v- COSTWAY.COM, INC. et al	CIVSB2317309	CA: San Bernardino County Superior Court	2023-07-27	2024-01-24
JOSE GUTIERREZ, AN INDIVIDUAL VS LEESA SLEEP, LLC, A VIRGINIA CORPORATION;	23STCV17756	CA: Los Angeles County Superior Court	2023-07-28	2023-08-31
DREW HUNTHAUSEN VS DOCUSIGN INC.	23STCV18224	CA: Los Angeles County Superior Court	2023-08-02	2024-01-04
ANNE HEITING VS THE CHILDREN'S PLACE, INC.	24STCV10664	CA: Los Angeles County Superior Court	2023-08-03	2024-08-05
Anne Heiting -v- The Children's Place, Inc. et al	CIVSB2317853	CA: San Bernardino County Superior Court	2023-08-03	2024-03-06
Nora Gutierrez v. Converse Inc. et al	2:23-cv-06547	C.D.Cal.*	2023-08-10	2024-07-12
ANNE HEITING VS SHIPT, INC.	23STCV19688	CA: Los Angeles County Superior Court	2023-08-17	2024-01-09
ANNE HEITING, AN INDIVIDUAL VS IRON MOUNTAIN, INC, A MASSACHUSETTS CORPORATION	23STCV19708	CA: Los Angeles County Superior Court	2023-08-17	2024-02-21
ANNE HEITING, AN INDIVIDUAL VS IRON MOUNTAIN, INC., AN ALABAMA CORPORATION	23STCV19701	CA: Los Angeles County Superior Court	2023-08-17	2023-08-17

**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
BRITTNEY RAMIREZ, AN INDIVIDUAL VS BELLHOP, INC., A TENNESSEE CORPORATION	23STCV19791	CA: Los Angeles County Superior Court	2023-08-18	2023-12-12
ANNE HEITING, AN INDIVIDUAL VS BOKKSU, INC., A NEW JERSEY CORPORATION	23STCV19987	CA: Los Angeles County Superior Court	2023-08-21	2023-10-23
BRITTNEY RAMIREZ, AN INDIVIDUAL VS IMPERVA, INC., A CALIFORNIA CORPORATION	23STCV19983	CA: Los Angeles County Superior Court	2023-08-21	2023-10-31
DREW HUNTHAUSEN VS BOOKS-A-MILLION, INC.	23STCV20314	CA: Los Angeles County Superior Court	2023-08-24	2024-10-04
BRITTNEY RAMIREZ, AN INDIVIDUAL VS DITA EYEWEAR GLOBAL, LLC, A CALIFORNIA CORPORATION	23STCV20868	CA: Los Angeles County Superior Court	2023-08-30	2023-12-07
BRITTNEY RAMIREZ, AN INDIVIDUAL VS INTERMEDIA.NET, INC., A CALIFORNIA CORPORATION	23STCV20871	CA: Los Angeles County Superior Court	2023-08-30	2023-12-26
Anne Heiting v. Uline, Inc. et al	2:23-cv-07288	C.D.Cal.*	2023-09-01	2023-11-07
Brittney Ramirez v. Herschel Supply Company, Ltd. et al	2:23-cv-07278	C.D.Cal.*	2023-09-01	2024-01-29
ANNE HEITING, AN INDIVIDUAL VS ARZZ INTERNATIONAL, INC., A NEW YORK CORPORATION	23STCV21816	CA: Los Angeles County Superior Court	2023-09-11	2024-01-05
DANA HUGHES VS INOVALON HOLDINGS, INC.	23STCV21810	CA: Los Angeles County Superior Court	2023-09-11	2024-02-22
BRITTNEY RAMIREZ, AN INDIVIDUAL VS TOAST, INC, A MASSACHUSETTS CORPORATION	23STCV22582	CA: Los Angeles County Superior Court	2023-09-19	2024-03-22
ELIZABETH DIAZ VS MOODY?S ANALYTICS, INC.	23STCV22729	CA: Los Angeles County Superior Court	2023-09-20	2024-01-19
Anne Heiting et al v. Taro Pharmaceuticals U.S.A., Inc.	2:23-cv-08002	C.D.Cal.*	2023-09-25	
ANNE HEITING, AN INDIVIDUAL VS THE ADVENTURE CHALLENGE, LLC, A	23STCV23279	CA: Los Angeles County Superior Court	2023-09-26	2023-11-13
DANA HUGHES, AN INDIVIDUAL VS INSTITUTE OF BUSINESS & FINANCE, A CALIFORNIA CORPORATION	23STCV23284	CA: Los Angeles County Superior Court	2023-09-26	2023-10-18
ELIZABETH DIAZ VS PACIFIC OFFICE AUTOMATION, INC.	23STCV23260	CA: Los Angeles County Superior Court	2023-09-26	2023-11-30
Anne Heiting v. The Container Store, Inc. et al	2:23-cv-08073	C.D.Cal.*	2023-09-27	2024-09-25

\*Removed from state court

**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
DANA HUGHES.AN INDIVIDUAL VS DIONO, LLC, A WASHINGTON CORPORATION	23STCV23433	CA: Los Angeles County Superior Court	2023-09-27	2023-10-04
LILIANA DIAZ VS ANAPLAN, INC.	23STCV23428	CA: Los Angeles County Superior Court	2023-09-27	2023-09-27
ELIZABETH DIAZ VS PLURALSIGHT, LLC	23STCV23937	CA: Los Angeles County Superior Court	2023-10-02	2023-10-30
ANNE HEITING VS SMART & FINAL STORES, LLC	23STCV24168	CA: Los Angeles County Superior Court	2023-10-04	2024-01-02
DANA HUGHES, AN INDIVIDUAL VS VELOPOWER, INC., A CALIFORNIA CORPORATION	23STCV24174	CA: Los Angeles County Superior Court	2023-10-04	2023-11-03
ELIZABETH DIAZ VS RAPID7, INC.	23STCV24164	CA: Los Angeles County Superior Court	2023-10-04	2023-12-04
Brittney Ramirez v. Indochino Apparel Inc.	2:23-cv-08637	C.D.Cal.*	2023-10-13	2024-03-22
BRITTNEY RAMIREZ, AN INDIVIDUAL VS WILLIAMS-SONOMA, INC., A CALIFORNIA CORPORATION	23STCV25683	CA: Los Angeles County Superior Court	2023-10-20	2024-08-19
DANA HUGHES, AN INDIVIDUAL VS OKTA, INC., A CALIFORNIA CORPORATION	23STCV25658	CA: Los Angeles County Superior Court	2023-10-20	2024-01-26
DANA HUGHES, AN INDIVIDUAL VS VIEWLIFT, INC., A NEW YORK CORPORATION	23STCV25660	CA: Los Angeles County Superior Court	2023-10-20	2023-10-24
MATTHEW SORENSEN, AN INDIVIDUAL VS O'GARA COACH COMPANY, LLC, A CALIFORNIA CORPORATION	23STCV26110	CA: Los Angeles County Superior Court	2023-10-25	2024-04-11
Anee Heiting v. Valvoline, Inc.	2:23-cv-09121	C.D.Cal.*	2023-10-27	2023-12-04
ANNE HEITING, AN INDIVIDUAL VS DESIGN HOLDINGS, INC., AN IOWA CORPORATION	23STCV26294	CA: Los Angeles County Superior Court	2023-10-27	2024-06-28
BRITTNEY RAMIREZ, AN INDIVIDUAL VS VERTEX, INC., A PENNSYLVANIA CORPORATION	23STCV26809	CA: Los Angeles County Superior Court	2023-11-01	2024-02-14
ANNE HEITING, VS I AM BEYOND LLC	23STCV27729	CA: Los Angeles County Superior Court	2023-11-09	
ANNE HEITING VS POSTABLE, LLC	23STCV28124	CA: Los Angeles County Superior Court	2023-11-16	2024-04-05
KARLA HUFF, AN INDIVIDUAL VS RAJANT CORPORATION, A PENNSYLVANIA CORPORATION	23STCV28185	CA: Los Angeles County Superior Court	2023-11-16	2024-02-14
BRITTNEY RAMIREZ VS DR. SQUATCH, LLC	23STCV28493	CA: Los Angeles County Superior Court	2023-11-21	2024-01-30

\*Removed from state court

**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
BRITTNEY RAMIREZ, VS TREMENDOUS LLC	23STCV28594	CA: Los Angeles County Superior Court	2023-11-21	2024-01-24
KARLA HUFF VS DATAMINR, INC.	23STCV28520	CA: Los Angeles County Superior Court	2023-11-21	2024-10-14
KARLA HUFF, VS CHRISTIAN LOUBOUTIN, L.L.C.	23STCV28920	CA: Los Angeles County Superior Court	2023-11-27	2024-03-19
ANNE HEITING, VS SALARY.COM, LLC	23STCV29027	CA: Los Angeles County Superior Court	2023-11-29	2024-03-25
DANA HUGHES VS YOURPEOPLE, INC.	23STCV29026	CA: Los Angeles County Superior Court	2023-11-29	2024-01-09
KARLA HUFF, AN INDIVIDUAL VS LIFE IS GOOD RETAIL, INC., A MASSACHUSETTS CORPORATION	23STCV29289	CA: Los Angeles County Superior Court	2023-11-30	2024-03-21
EMILY PIEPER, AN INDIVIDUAL VS CENTAGE CORPORATION, A TEXAS CORPORATION	23STCV29531	CA: Los Angeles County Superior Court	2023-12-04	2024-04-22
BRITTNEY RAMIREZ VS EMPIST, LLC	23STCV29746	CA: Los Angeles County Superior Court	2023-12-05	2023-12-26
DANA HUGHES, VS PROSITES, INC.	23STCV29679	CA: Los Angeles County Superior Court	2023-12-05	
Gurmit Deol v. ADP Inc. et al	8:23-cv-02287	C.D.Cal.	2023-12-05	2024-03-19
Anne Heiting v. Athenahealth Inc. et al	2:23-cv-10338	C.D.Cal.	2023-12-08	2024-09-03
EMILY PIEPER, VS KIPU HEALTH, LLC	23STCV30082	CA: Los Angeles County Superior Court	2023-12-08	2024-10-11
ANNE HEITING, AN INDIVIDUAL VS WORKMARKET, INC., A NEW JERSEY CORPORATION	23STCV30700	CA: Los Angeles County Superior Court	2023-12-15	2024-04-30
BRITTNEY RAMIREZ, AN INDIVIDUAL VS FLIGHT CENTRE TRAVEL GROUP, INC., A NEW JERSEY CORPORATION	23STCV31239	CA: Los Angeles County Superior Court	2023-12-21	2024-03-22
Anne Heiting v. Marriott International Inc. et al	2:23-cv-10822	C.D.Cal.*	2023-12-27	2024-08-05
ANNE HEITING, AN INDIVIDUAL VS POUR MOI BEAUTY, LLC, A CALIFORNIA CORPORATION	23STCV31526	CA: Los Angeles County Superior Court	2023-12-27	2024-05-30
ANNE HEITING, AN INDIVIDUAL VS PRODUCT SCHOOL INC., A CALIFORNIA CORPORATION	24STCV00070	CA: Los Angeles County Superior Court	2024-01-02	2024-08-01
ANNE HEITING VS SANGOMA TECHNOLOGIES CORPORATION	24STCV00331	CA: Los Angeles County Superior Court	2024-01-05	2024-03-26
ANNE HEITING, AN INDIVIDUAL VS TUPPERWARE U.S., INC., A FLORIDA CORPORATION	24STCV00330	CA: Los Angeles County Superior Court	2024-01-05	2024-03-22

\*Removed from state court

**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
KARLA HUFF, AN INDIVIDUAL VS BUILD.COM, INC., A VIRGINIA CORPORATION	24STCV00339	CA: Los Angeles County Superior Court	2024-01-05	2024-02-20
Anne Heiting v. Vitamin Shoppe Industries LLC et al	2:24-cv-00163	C.D.Cal.*	2024-01-08	2024-09-23
BRITTNEY RAMIREZ VS SEEA, INC.	24STCV00467	CA: Los Angeles County Superior Court	2024-01-08	2024-02-26
KARLA HUFF VS INTERNET TRUCKSTOP GROUP, LLC	24STCV00465	CA: Los Angeles County Superior Court	2024-01-08	2024-06-05
BRITTNEY RAMIREZ, AN INDIVIDUAL VS ROUGH COUNTRY, LLC, A TENNESSEE CORPORATION	24STCV00709	CA: Los Angeles County Superior Court	2024-01-10	2024-05-06
ANNE HEITING, AN INDIVIDUAL VS THRYV, INC., A TEXAS CORPORATION	24STCV00914	CA: Los Angeles County Superior Court	2024-01-12	
ANNE HEITING VS DP DERM, LLC, A FLORIDA CORPORATION	24STCV01369	CA: Los Angeles County Superior Court	2024-01-18	2024-03-26
ELIZABETH HAVILAND VS ZIPRECRUITER, INC.	24STCV01350	CA: Los Angeles County Superior Court	2024-01-18	2024-03-26
KARLA HUFF VS LENDBUZZ, INC.	24STCV01365	CA: Los Angeles County Superior Court	2024-01-18	2024-07-16
Karla Huff v. Keyfactor, Inc. et al	2:24-cv-00503	C.D.Cal.*	2024-01-19	2024-02-21
ELIZABETH HAVILAND, VS ROBBINS RESEARCH INTERNATIONAL, INC.	24STCV01697	CA: Los Angeles County Superior Court	2024-01-22	2024-03-28
KARLA HUFF VS DRONEDEPLOY, INC.	24STCV01701	CA: Los Angeles County Superior Court	2024-01-22	2024-03-21
LILLIAN JURDI VS MMM CONSUMER BRANDS, INC.	24STCV01664	CA: Los Angeles County Superior Court	2024-01-22	2024-07-08
ANNE HEITING, AN INDIVIDUAL VS FORMSTACK, LLC, AN INDIANA CORPORATION	24STCV02204	CA: Los Angeles County Superior Court	2024-01-29	2024-03-20
ANNE HEITING, AN INDIVIDUAL VS ROCKET MORTGAGE, LLC, A MICHIGAN CORPORATION	24STCV02222	CA: Los Angeles County Superior Court	2024-01-29	2024-06-10
MATTHEW SORENSEN, AN INDIVIDUAL VS WILLYGOAT, LLC, A LOUISIANA CORPORATION	24STCV02229	CA: Los Angeles County Superior Court	2024-01-29	2024-04-17
ANNE HEITING VS BURLAP AND BARREL, INC.	24STCV02383	CA: Los Angeles County Superior Court	2024-01-30	2024-04-30
ANNE HEITING, AN INDIVIDUAL VS ABBYSON LIVING, LLC, A CALIFORNIA CORPORATION	24STCV02369	CA: Los Angeles County Superior Court	2024-01-30	2024-05-15
DANA HUGHES, VS SPRINGBUK, INC.	24STCV02366	CA: Los Angeles County Superior Court	2024-01-30	2024-06-20

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**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
ANNE HEITING VS COMMISSIONS, INC.	24STCV02657	CA: Los Angeles County Superior Court	2024-02-01	2024-04-04
ANNE HEITING, AN INDIVIDUAL VS WISER SOLUTIONS INC., A CALIFORNIA CORPORATION	24STCV03223	CA: Los Angeles County Superior Court	2024-02-07	
EMILY PIEPER, AN INDIVIDUAL VS UNIPHORE TECHNOLOGIES, INC., A CALIFORNIA CORPORATION	24STCV03330	CA: Los Angeles County Superior Court	2024-02-08	2024-03-26
GURMIT DEOL., AN INDIVIDUAL VS EGNYTE, INC., A MASSACHUSETTS CORPORATION	24STCV03329	CA: Los Angeles County Superior Court	2024-02-08	2024-04-23
MATTHEW SORENSEN, AN INDIVIDUAL VS MAINSTREET WORK, INC., A CALIFORNIA CORPORATION	24STCV03730	CA: Los Angeles County Superior Court	2024-02-14	2024-05-31
ANNE HEITING VS EVOGEN NUTRITION, INC., A TEXAS CORPORATION	24STCV04298	CA: Los Angeles County Superior Court	2024-02-21	2024-07-25
ANNE HEITING VS OUTDOORSY, INC.	24STCV04302	CA: Los Angeles County Superior Court	2024-02-21	2024-12-20
Dana Hughes v. ServiceTitan, Inc. et al	2:24-cv-01399	C.D.Cal.	2024-02-21	2024-04-11
ANNE HEITING, VS ROBERT HALF INC.	24STCV04412	CA: Los Angeles County Superior Court	2024-02-22	
ANNE HEITING, AN INDIVIDUAL VS ADAPTHEALTH, LLC, A PENNSYLVANNIA LIMITED LIABILITY CORPORATION	24STCV04725	CA: Los Angeles County Superior Court	2024-02-26	2024-02-28
ANNE HEITING, AN INDIVIDUAL VS HOTEL ENGINE, INC., A COLORADO CORPORATION	24STCV04728	CA: Los Angeles County Superior Court	2024-02-26	2024-06-03
ANNE HEITING, AN INDIVIDUAL VS THE BURTON CORPORATION, A VERMONT CORPORATION	24STCV05475	CA: Los Angeles County Superior Court	2024-03-05	2024-03-21
COURTNEY MITCHENER VS BLOCK, INC.	24STCV05583	CA: Los Angeles County Superior Court	2024-03-05	2024-10-07
ELIZABETH HAVILAND, VS PHONE.COM INC.	24STCV05502	CA: Los Angeles County Superior Court	2024-03-05	2024-05-01
EMILY PIEPER, AN INDIVIDUAL VS CURRICULUM ASSOCIATES, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY	24STCV05477	CA: Los Angeles County Superior Court	2024-03-05	2024-07-01
ELIZABETH HAVILAND, AN INDIVIDUAL VS TORRID LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	24STCV05988	CA: Los Angeles County Superior Court	2024-03-11	2024-04-02
BRITTNEY RAMIREZ VS LOVEVERY, INC.	24STCV06517	CA: Los Angeles County Superior Court	2024-03-15	
Lillian Jurdi v. Charlotte's Web, Inc. et al	2:24-cv-02446	C.D.Cal.*	2024-03-25	2024-07-08

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**Plaintiff Counsel CIPA Complaints Post-Javier**

Title	Case No.	Court	Filed On	Case Closed
Brittney Ramirez v. Safeguard World International LLC et al	2:24-cv-02906	C.D.Cal.*	2024-04-10	2024-06-14
DANA HUGHES, AN INDIVIDUAL VS LEAGUEAPPS, INC., A NEW YORK CORPORATION	24STCV10416	CA: Los Angeles County Superior Court	2024-04-25	2024-08-13
Anne Heiting v. James Avery Craftsman, Inc. et al	2:24-cv-03550	C.D.Cal.	2024-04-30	2024-05-17
MATTHEW SORENSEN, AN INDIVIDUAL VS INTEGRA BIOSCIENCES CORP. A NEW HAMPSHIRE CORPORATION	24STCV11875	CA: Los Angeles County Superior Court	2024-05-10	2024-07-16
MARIELITA PALACIOS VS OFFICE DEPOT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,	24STCV11977	CA: Los Angeles County Superior Court	2024-05-13	
MATT SORENSEN, AN INDIVIDUAL VS PURPLE INNOVATION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	24STCV12775	CA: Los Angeles County Superior Court	2024-05-21	
Jurdi v. Revlon Consumer Products LLC et al	2:24-cv-04288	C.D.Cal.	2024-05-23	2024-07-09
DANA HUGHES VS NEIMAN MARCUS GROUP, INC.	24STCV13276	CA: Los Angeles County Superior Court	2024-05-28	
Anne Heiting v. Cone Health Connected Care LLC et al	2:24-cv-04479	C.D.Cal.*	2024-05-29	2024-06-04
Matthew Sorensen v. Skullcandy, Inc. et al	2:24-cv-04553	C.D.Cal.	2024-05-31	
LILLIAN JURDI VS MSC CRUISES (USA) LLC	24STCV14098	CA: Los Angeles County Superior Court	2024-06-05	2024-11-26
DANA HUGHES, AN INDIVIDUAL VS ADVOCARE INTERNATIONAL LLC, A TEXAS LIMITED LIABILITY COMPANY	24STCV14340	CA: Los Angeles County Superior Court	2024-06-06	
Courtney Mitchener v. Talkspace Network LLC et al	2:24-cv-07067	C.D.Cal.	2024-08-20	
ANNE HEITING, VS DUNE SUNCARE, INC.	24STCV21823	CA: Los Angeles County Superior Court	2024-08-26	2024-11-14
Anne Heiting v. FKA Distributing Co. LLC et al	2:24-cv-07314	C.D.Cal.	2024-08-28	
Carol Price v. Converse, Inc. et al	2:24-cv-08091	C.D.Cal.	2024-09-20	
Lillian Jurdi v. Nike, Inc. et al	2:24-cv-08093	C.D.Cal.	2024-09-20	
Courtney Mitchener v. Huel Inc. et al	2:24-cv-08426	C.D.Cal.*	2024-09-30	2024-11-25
Travis Rounds v. Case-Mate Inc et al	2:24-cv-08531	C.D.Cal.	2024-10-03	
MATTHEW SORENSEN VS MOLINA HEALTHCARE, INC.	24STCV26089	CA: Los Angeles County Superior Court	2024-10-08	

\*Removed from state court



**Plaintiff Counsel CIPA Complaints Post-Javier**

<b>Title</b>	<b>Case No.</b>	<b>Court</b>	<b>Filed On</b>	<b>Case Closed</b>
LILLIAN JURDI VS ARAMARK CORPORATION	24STCV27294	CA: Los Angeles County Superior Court	2024-10-17	
LILLIAN JURDI VS AVERY DENNISON CORPORATION	24STCV30439	CA: Los Angeles County Superior Court	2024-11-19	
Sarah Escobedo v. Merck Sharp and Dohme LLC et al	2:24-cv-10394	C.D.Cal.*	2024-12-03	
Matthew Sorensen v. Abbott Laboratories et al	2:24-cv-10537	C.D.Cal.*	2024-12-06	2025-01-02
DINO MOODY VS TEXTRON INC.	25STCV00091	CA: Los Angeles County Superior Court	2025-01-03	
CLARK SANTORO VS MERCURY INSURANCE SERVICES, LLC	25STCV00367	CA: Los Angeles County Superior Court	2025-01-07	
MATTHEW SORENSEN VS DELOITTE LLP	25STCV00369	CA: Los Angeles County Superior Court	2025-01-07	