

EXHIBIT A

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Pre-Paid Legal Services, Inc. d/b/a LegalShield and TalkDesk, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Ronna Crowder, individually and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Riverside Historic Courthouse
4050 Main Street, Riverside, CA 92501

CASE NUMBER:
(Número del Caso):
CVRI2403794

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Stephen Andrews, 201 Santa Monica Blvd, Suite 600, Santa Monica, CA 90401; 310-656-7066

DATE: 07/18/2024 Clerk, by Cynthia Ronczyk Montalvo, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). C. Ronczyk Montalvo



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Stephen Andrews (Cal. Bar No. 354327) 201 Santa Monica Blvd, Suite 600, Santa Monica, CA 90401 TELEPHONE NO.: (310) 656-7066 FAX NO.: (310) 656-7069 EMAIL ADDRESS: stephen@dovel.com ATTORNEY FOR (Name): Plaintiff Ronna Crowder	FOR COURT USE ONLY			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Riverside Historic Courthouse				
CASE NAME: Ronna Crowder v. Pre-Paid Legal Services, Inc. and TalkDesk, Inc.				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) </td> <td style="width:33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less) </td> <td style="width:33%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 24px; font-weight: bold; text-align: center;">CVRI 2403794</div> JUDGE: DEPT.:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 6

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 28, 2024
 Stephen Andrews _____
 (TYPE OR PRINT NAME) ▶ (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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Case Number CVRI2403794 0000097467433 - Jason B. Galkin, Executive Officer/Clerk of the Court By Joseline DeRosier, Clerk

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF RIVERSIDE**

11 RONNA CROWDER, individually and on
12 behalf of all others similarly situated,

13 *Plaintiff,*

14 v.

15 PRE-PAID LEGAL SERVICES, INC. D/B/A
16 LEGALSHIELD and TALKDESK, INC.,

17 *Defendants.*
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Case No. **CVRI 2403794**

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

General Jurisdiction – Civil

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1 **I. Introduction.**

2 1. Defendant Talkdesk, Inc. designs and sells products that enable companies to listen
3 to, record, and analyze communications between companies and their customers. When customers
4 communicate with companies that use Talkdesk—whether through email, chatbot, phone call, or
5 text—Talkdesk intercepts the communication, listens to it, records it, and analyzes the content.
6 Talkdesk’s products intercept, listen to, record, transcribe, and analyze every communication
7 between a client and that client’s customers. Talkdesk routes every word spoken by callers directly
8 to Talkdesk’s servers in real-time and transcribes these conversations as they occur. Talkdesk also
9 uses its artificial intelligence models to analyze consumers’ words to determine what the caller is
10 talking about and how the caller is feeling.

11 2. In addition to listening to and recording the calls, Talkdesk uses the communications
12 for its own purposes. For example, Talkdesk can use the conversations to enhance and develop its
13 own products and train its own AI models.

14 3. Defendant Pre-Paid Legal Services, Inc. (“LegalShield”) uses Talkdesk’s products in
15 its customer-service emails, chatbot, calls, and texts. When a customer communicates with
16 LegalShield, the content of the communication is intercepted, listened to, and recorded by
17 LegalShield. Because LegalShield provides legal services, individuals contacting LegalShield often
18 share some of the most intimate details of their life. They share these details with the expectation
19 that those details will remain confidential—and, often, privileged. Individuals also share sensitive
20 financial information, such as credit history and credit-card information, as well as sensitive
21 personal information such as social security numbers, income, and all the other personal details that
22 clients routinely share with their attorneys.

23 4. Customers calling LegalShield expect that their conversations will be kept
24 confidential. But in fact, the conversations are intercepted, listened to, recorded, and used by
25 Talkdesk. Neither Talkdesk nor LegalShield discloses to the customers that the conversations are
26 being intercepted, listened to, recorded, or used by Talkdesk. And they do not obtain customer
27 consent for Talkdesk to intercept, listen to, record, and use the contents of the call.
28

1 5. Plaintiff Ronna Crowder is a LegalShield client. She has emailed, chatted (via
2 Talkdesk’s chatbot), called, and texted LegalShield many times. In those communications, Ms.
3 Crowder disclosed sensitive legal, financial, and personal information. Ms. Crowder expected that
4 her conversations with LegalShield would be kept confidential. She did not know that Talkdesk was
5 secretly listening to her conversations, and she did not consent to her conversations being
6 intercepted, listened to, recorded, and used by Talkdesk. She would not have communicated with
7 LegalShield if she had known.

8 6. Plaintiff brings this action on behalf of herself and other customers whose calls were
9 intercepted, listened to, recorded, and used by Talkdesk without their consent.

10 **II. Parties.**

11 7. Plaintiff Ronna Crowder is domiciled in Hemet, California. Ms. Crowder has used
12 LegalShield since 2017, and she has contacted LegalShield numerous times in a wide variety of
13 mediums, including via email, LegalShield’s online chatbot, telephone, and text. Ms. Crowder
14 expected those conversations to remain confidential between herself and LegalShield. Defendant
15 Talkdesk, Inc. intercepted, listened to, and recorded in real time each of these communications. Ms.
16 Crowder was unaware at the time of these calls that her communications were being intercepted in
17 real-time and would be disclosed to Talkdesk for its own use, nor did Ms. Crowder consent to the
18 same.

19 8. Defendant Pre-Paid Legal Services, Inc. (doing business as LegalShield) is an
20 Oklahoma corporation with its principal place of business in Oklahoma. LegalShield provides
21 access to legal services offered by a network of provider law firms to members and their covered
22 family members. LegalShield does business throughout California and the entire United States.

23 9. Defendant Talkdesk, Inc. is a Delaware corporation with its principal place of
24 business in San Francisco, California. Talkdesk is a global AI-powered contact-center company that
25 specializes in customer engagement and business-intelligence solutions. Talkdesk enables
26 organizations to capture and analyze large amounts of customer data. Talkdesk provides an
27 “omnichannel engagement platform” that powers companies’ contact centers, including over email,
28 chatbot, voice, and text. Talkdesk’s platform also includes various features called “Proactive

1 Outbound Engagement,” “Copilot,” and “Experience Analytics,” which are at issue here and
2 described more fully below. At all relevant times here, Talkdesk has used these products.

3 **III. Jurisdiction and venue.**

4 10. This Court has subject matter jurisdiction over this class action. This Court has
5 personal jurisdiction over the parties because Plaintiff submits to the jurisdiction of the Court and
6 because Defendants, at all times relevant hereto, have systematically and continually conducted, and
7 continue to conduct, business in this State. This Court also has personal jurisdiction over the
8 Defendant because a substantial part of the events, omissions, and acts giving rise to the claims
9 herein occurred in this County.

10 11. This Court is the proper venue for this action under the California Code of Civil
11 Procedure § 395.5 because a substantial part of the events, omissions, and acts giving rise to the
12 claims herein occurred in this County.

13 **IV. Facts.**

14 **A. Talkdesk makes and sells communication-monitoring products.**

15 12. Defendant Talkdesk is a global AI-powered cloud contact center. Talkdesk sells an
16 “omnichannel” software that enables companies to intercept, record, and analyze customer
17 interactions through telephone calls, web chat, text messaging, and email.

18 13. Talkdesk’s omnichannel-engagement software is used by Talkdesk to intentionally
19 tap, intercept, read, receive, and record conversations between customers and businesses across a
20 variety of mediums.

21 14. For example, a customer might send a business an email and then engage with the
22 business’s online chatbot. A few hours later, the customer might then call the business’s telephone
23 support line. Following up on the call, the business might send the customer a text message, and the
24 conversation may continue over text. Talkdesk’s software powers all these communications. While
25 customers perceive that they are talking only with the business, Talkdesk is in fact intercepting,
26 listening, and recording every email, chat, call, and text.

27 15. Talkdesk’s omnichannel-engagement software contains numerous features and add-
28 on products. One of those add-on products is called “Proactive Outbound Engagement,” which is a

1 suite of applications including outbound dialing, outbound automated voice messages, and
2 outbound texting. Although these outbound communications appear to come from the client-
3 business, Talkdesk is in fact sending these communications.

4 16. Talkdesk’s omnichannel engagement software also contains at least two artificial
5 intelligence product add-ons. The first is called “Copilot” or “Agent Assist.”

6 17. Copilot is a generative AI-powered assistant that listens, guides, and assists contact-
7 center agents during customer interactions. When a customer communicates with an agent, Copilot
8 listens to the customers’ conversations in real-time, Copilot then automatically transcribes those
9 conversations using advanced speech-to-text and natural-language-processing technology. As
10 conversations occur, Copilot listens to and records the conversation, analyzes the communications,
11 and then guides and assists agents. For example, Copilot will automatically suggest relevant
12 responses for agents in chats, emails, calls, and texts based on the content of customers’
13 communications. Talkdesk saves all this information in the cloud and builds an “interaction
14 history,” which enables companies to keep track of customers’ prior conversations—even if those
15 conversations occurred in a different medium. All of this data is stored on Talkdesk’s servers.

16 18. The second Talkdesk AI product is called “Experience Analytics.” Experience
17 Analytics takes transcripts of 100% of customer-agent conversations, processes customer speech
18 and text patterns, and analyzes that data to determine customers’ intent and sentiment, helping
19 companies to automate tasks and mine customer data.

20 19. Talkdesk intentionally and willfully intercepts, listens to, and records consumer
21 communications. Talkdesk designed its products to intercept customer communications, and it touts
22 that feature to its customers. The purpose of Talkdesk's products is to intercept customer
23 communications. And, when Talkdesk sells these products to companies and other entities,
24 Talkdesk intends for its product to intercept customers’ communications.

25 **B. Talkdesk intercepts communications while they are in transit.**

26 20. When a customer calls a company that uses Talkdesk’s omnichannel-engagement
27 platform, the call is simultaneously disseminated to both the company’s contact-center and
28 Talkdesk.

1 21. Companies using Talkdesk’s omnichannel-engagement platform embed Talkdesk-
2 provided code into their websites, call centers, and other third-party communications platforms.
3 When a customer uses an email, online chatbot, telephone, or text message to contact the company,
4 the embedded code routes the customer’s communications directly to Talkdesk. Talkdesk’s
5 products are an Application Programming Interface (API) that is “plugged in” to the contact center
6 (and, by extension, into each and every email, chat, call, or text). Talkdesk’s products are run from
7 Talkdesk servers. In other words, Talkdesk intercepts, listens, transcribes, and analyzes customer
8 communications as those communications occur and then stores those communications on its own
9 servers as those conversations occur.

10 22. Thus, Talkdesk learns the contents and meaning of the communications while the
11 communications are in transit.

12 **C. Talkdesk uses obtained communications for its own purposes.**

13 23. Talkdesk uses data obtained by its products for its own purpose. For example,
14 Talkdesk’s AI models are trained on at least a sub-set of customer engagement data and real-time
15 data that flows through Talkdesk’s products.

16 24. In addition, Talkdesk uses at least a subset of customer data for Talkdesk’s internal
17 business purposes, including for improving or creating enhancements to (or new offerings related
18 to) Talkdesk’s services.

19 **D. LegalShield uses Talkdesk’s products.**

20 25. On its website, Talkdesk advertises that LegalShield is one of its customers, and that
21 LegalShield uses Talkdesk’s omnichannel-engagement platform, AI, Experience Analytics,
22 Proactive Outbound Engagement, and other products.

23 26. Similarly, on Talkdesk’s YouTube channel, Talkdesk has a LegalShield customer-
24 success story.¹ In that video, Talkdesk and a LegalShield officer confirm that LegalShield uses
25 Talkdesk products, including its Copilot/Agent Assist product.

26 27. LegalShield intentionally installed Talkdesk’s products with knowledge that those
27 products would intercept and record customers’ conversations. LegalShield hired Talkdesk

28 _____
¹ <https://www.youtube.com/watch?v=42NUDMtcWEw>

1 specifically to intercept communications, and LegalShield facilitated Talkdesk embedding its code
2 into LegalShield’s contact centers.

3 28. As described in further detail above, Talkdesk taps, intercepts, receives, listens,
4 records, and uses the contents and meaning of the messages while the messages are in transit.

5 29. LegalShield knows that Talkdesk uses communications it collects via products to
6 advance its own business interests, because Talkdesk’s contract says that it can do so.

7 **E. LegalShield’s customers expect that their calls are confidential.**

8 30. Customers who contact LegalShield have a reasonable expectation of privacy.
9 LegalShield provides “online legal services and legal advice.” Reasonable consumers expect that
10 conversations with legal service providers seeking legal help and legal advice will be kept
11 confidential. And, such communications are generally privileged.

12 31. When customers are communicating with LegalShield—whether over email, chat,
13 telephone, or text message—they reasonably believe they are having a conversation with
14 LegalShield. They do not expect that a third party is listening in and recording their confidential
15 conversation.

16 32. Because LegalShield provides “online legal services and legal advice” individuals
17 calling LegalShield virtually always discuss sensitive (and even privileged) information. In a
18 typical conversation, customers are likely to disclose a wide variety of personally identifiable
19 information (PII) and sensitive information, including, but not limited to:

- 20 a. Name;
 - 21 b. Address;
 - 22 c. Confidential information disclosed while seeking legal services and legal
23 advice;
 - 24 d. Confidential information about potential and pending lawsuits;
 - 25 e. Sensitive financial information;
 - 26 f. Sensitive familial information; and
 - 27 g. Credit Card Numbers (for payment).
- 28

1 33. Because the callers disclose sensitive legal, financial, and personal information in the
2 call, they reasonably expect that this information will be kept private.

3 **F. Talkdesk and LegalShield do not obtain consent.**

4 34. Customers who contact LegalShield do not consent to their emails, chats, calls, or
5 texts with LegalShield being tapped, intercepted, listened to, eavesdropped on, recorded, and/or
6 used by Talkdesk. Neither Talkdesk nor LegalShield obtain consent from consumers who call
7 LegalShield.

8 35. LegalShield does not obtain consent. Defendant LegalShield’s Privacy Policy does
9 not disclose that Talkdesk (or any other third party) is tapping, intercepting, listening to,
10 eavesdropping on, recording, or using customers’ conversations with LegalShield.

11 36. Indeed, the Privacy Policy implies that no such activities occur. The Privacy Policy
12 admits that LegalShield uses a “third-party service provider [to] solicit review[s] of LegalShield
13 from [its] customers.” But Talkdesk does not solicit reviews on behalf of LegalShield. And the
14 presence of this disclosure implies that LegalShield does not otherwise engage third parties to
15 provide services—much less to tap, intercept, listen to, eavesdrop on, record, and use customers’
16 conversations.

17 37. Similarly, the Privacy Policy admits that LegalShield uses “cookies . . . to increase
18 usability for repeat visitors to the website,” as well as to “gather insight to the use of the website for
19 improving interaction and product design.” This tells reasonable consumers that LegalShield may
20 use cookies to gather information about customers’ interactions with its website, but it does not tell
21 reasonable consumers that those cookies allow LegalShield to intercept, listen to, process, and
22 record customer conversations. The cookie disclosure also explicitly applies only to LegalShield’s
23 website—implying that LegalShield does not use cookies when communicating with customers
24 over email, call, or text. Finally, LegalShield’s Privacy Policy says that “[t]hird parties may also use
25 cookies,” but it does not say that those third parties may use cookies to tap, intercept, listen to,
26 eavesdrop on, record, or use customers’ conversations with LegalShield.

27 38. When callers call one of LegalShield’s support lines, they are not immediately
28 informed that the call may be recorded or monitored. Instead, they are often first prompted to

1 answer automated questions by pressing dial-tone buttons. Just before callers are connected to a
2 customer-service agent, LegalShield discloses that the call “may be recorded for quality training
3 purposes.” This tells reasonable consumers that LegalShield itself may use the recording to train its
4 customer-service agents or improve its products. It does not tell reasonable consumers that a third-
5 party (Talkdesk) will intercept, listen to, record, and use the call for its own purposes. In fact,
6 callers are unaware that any third-party is present on the call. Callers call LegalShield, and at all
7 times it appears that the call is strictly between the caller and LegalShield. It is never disclosed that
8 a third party is intercepting, listening to, recording, or using the content of its call for its own
9 products and purposes.

10 39. At no other time does LegalShield obtain customer consent.

11 40. Talkdesk also does not obtain consent. Talkdesk does not disclose in emails, chats,
12 calls, or texts that it is intercepting, listening to, recording, or using the information disclosed in the
13 conversation. Customers are thus unaware that Talkdesk is listening in on the call, and they do not
14 consent.

15 41. Companies using Talkdesk’s products are substantially similar such that Plaintiff can
16 serve as a class representative for all customers whose calls were recorded and used by Talkdesk’s
17 products without consent. *See, e.g., In re Vizio, Inc. Consumer Privacy Litig.*, 238 F.Supp.3d 1204,
18 1219 (C.D. Cal. 2017). Each company using Talkdesk’s products enables Talkdesk to record, learn
19 the contents of, eavesdrop on, intercept, and/or record the content of customers’ conversations.

20 **G. Plaintiff’s communications with LegalShield were tapped, intercepted, listened**
21 **to, recorded and used by Talkdesk without her consent.**

22 42. Plaintiff Crowder has been a subscriber to LegalShield since 2017. She subscribed to
23 LegalShield to obtain legal advice.

24 43. Since 2017, Ms. Crowder has contacted LegalShield numerous times via email,
25 chatbot, telephone, and text. Most recently, she contacted (and was contacted by) LegalShield
26 several times in June 2024.

27 44. Each time, Ms. Crowder spoke on the phone with LegalShield, she did so from her
28 smartphone. Ms. Crowder made the phone calls in private, without other people around her. During

1 these conversations (and other conversations over email, chatbot, and text), Ms. Crowder discussed
2 sensitive financial information, including her credit card number, sensitive information related to
3 her husband's death, and confidential and privileged legal information.

4 45. At no time did Plaintiff consent to Talkdesk tapping, intercepting, listening to,
5 eavesdropping on, recording, or using the content of her communications.

6 46. Ms. Crowder had a reasonable expectation that her conversations were not being
7 overheard or recorded by any third parties. Ms. Crowder had a reasonable expectation of privacy
8 because she was contacting a provider of legal services for legal advice. Reasonable consumers
9 expect that communications with legal providers seeking legal advice will be kept confidential (and
10 not disclosed to third parties). Ms. Crowder also had a reasonable expectation of privacy because
11 her conversations occurred in private between her and LegalShield, because those conversations
12 concerned confidential financial information (such as credit card information), sensitive personal
13 information (such as her husband's death), and confidential and privileged legal information, as
14 well as other personal information. A reasonable consumer in Ms. Crowder's position would have
15 expected communications with LegalShield to remain confidential, because people expect financial,
16 legal, and personal information to remain private.

17 47. During those conversations, Talkdesk's products secretly captured Ms. Crowder's
18 conversations, intercepting, listening to, transcribing, and recording her conversation without her
19 consent.

20 48. Ms. Crowder was harmed because her right to privacy was violated.

21 49. Plaintiff faces an imminent threat of future harm. As she has for years, Plaintiff
22 would like to communicate with LegalShield to manage her account, ask questions, and seek new
23 services, among other reasons. But Plaintiff does not consent and does not want Talkdesk to
24 intercept and use her communications with LegalShield, so she cannot call LegalShield without fear
25 of this occurring. Without an injunction, Plaintiff has no way of knowing whether or not Talkdesk is
26 intercepting and using her calls with LegalShield without her consent.

27 50. At the time that Plaintiff communicated with LegalShield, she did not know that
28 Talkdesk (a third-party) listened to, recorded, and used her communications with LegalShield. She

1 did not know that Talkdesk (or any other party except LegalShield) was listening to or recording her
2 communications with LegalShield. She did not discover it until June 2024, when she learned that
3 Talkdesk listens to and records her communications with LegalShield.

4 51. Plaintiff could not have made earlier discovery despite exercising reasonable
5 diligence. At no time during her communications did LegalShield disclose to Plaintiff (or other
6 consumers) that Talkdesk was secretly monitoring and recording the communications. Likewise,
7 nowhere does LegalShield's website disclose that Talkdesk may be listening to, recording,
8 monitoring, and analyzing communications that she made to LegalShield. Indeed, there was no
9 indication that *any* third party was eavesdropping on Plaintiff's communications with LegalShield.

10 **H. Plaintiff and the class's communications are economically valuable.**

11 52. Plaintiff and the Class Members conversations with Defendant LegalShield are
12 economically valuable. This information—which includes personal and financial information, as
13 well as verbal and acoustic information—is a form of currency. The value is well understood in the
14 e-commerce industry.

15 53. Professor Paul M. Schwartz noted in the Harvard Law Review:

16 Personal information is an important currency in the new millennium. The monetary
17 value of personal data is large and still growing, and corporate America is moving
18 quickly to profit from the trend. Companies view this information as a corporate
19 asset and have invested heavily in software that facilitates the collection of consumer
20 information.

21 Paul M. Schwartz, *Property, Privacy and Personal Data*, 117 HARV. L. REV. 2055, 2056-57 (2004).

22 54. Additionally, Plaintiff's and the Class Members' conversations are used to train
23 Talkdesk's AI models and to improve its products, which increases the value of Talkdesk's
24 products.

25 **I. No adequate remedy at law.**

26 55. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to
27 seek equitable remedies in the alternative because she has no adequate remedy at law.

28 56. A legal remedy is not adequate if it is not as certain as an equitable remedy. The
elements of Plaintiff's equitable claims are different and do not require the same showings as
Plaintiff's legal claims. Plaintiff's quasi-contract claim requires only that Plaintiff establish

1 Defendants' receipt of a benefit and an unjust retention of that benefit at Plaintiff's expense.
2 Plaintiff may be able to prove these more straightforward factual elements, and thus prevail, while
3 not being able to prove one or more elements of her legal claims.

4 57. In addition, the remedies at law available to Plaintiff are not equally prompt or
5 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will take
6 longer, and be more expensive, than a bench trial.

7 **V. Class Action Allegations.**

8 58. Plaintiff brings the asserted claims for the following classes:

- 9 • Talkdesk Class: all California residents who made or received an email, chatbot chat, call,
10 or text message by a company that uses Talkdesk's products, and who did not consent to
11 Talkdesk tapping, intercepting, listening to, using, and/or recording the call.
12 • LegalShield Subclass: all California residents who made or received an email, chatbot
13 chat, call, or text message by a company that uses Talkdesk's products.

14 59. The following people are excluded from the proposed class: (1) any Judge or
15 Magistrate Judge presiding over this action and the members of their family; (2) Defendants,
16 Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendants
17 or their parents have a controlling interest and their current employees, officers and directors; (3)
18 persons who properly execute and file a timely request for exclusion from the class; (4) persons
19 whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5)
20 Plaintiff's counsel and Defendants' counsel, and their experts and consultants; and (6) the legal
21 representatives, successors, and assigns of any such excluded persons.

22 **Numerosity & Ascertainability**

23 60. Members of each class are so numerous that their individual joinder herein is
24 impracticable. There are thousands of Class Members or more.

25 61. Class Members can be identified through Defendants' records and public notice.
26
27
28

1 **Predominance of Common Questions**

2 62. Common questions of law and fact exist as to all Class Members and predominate
3 over questions affecting only individual Class Members. Common legal and factual questions
4 include, but are not limited to:

- 5 a. Whether Defendants violated the California Invasion of Privacy Act
6 (“CIPA”), Cal. Penal Code § 631;
- 7 b. Whether Defendants violated CIPA, Cal. Penal Code § 632;
- 8 c. Whether Defendants violated CIPA, Cal. Penal Code § 632.7;
- 9 d. Whether Defendants invaded Plaintiff’s privacy rights in violation of the
10 California Constitution;
- 11 e. Whether Defendants intruded upon Plaintiff’s seclusion;
- 12 f. Whether Defendants were unjustly enriched; and
- 13 g. Damages needed to compensate Plaintiff and the proposed classes.

14 **Typicality & Adequacy**

15 63. The claims of the named Plaintiff are typical of the claims of the Class because the
16 named Plaintiff, like all other Class Members, had her communications intercepted, listened to,
17 recorded, and used by Talkdesk, without her consent. There are no conflicts of interest between
18 Plaintiff and the classes.

19 **Superiority**

20 64. A class action is superior to all other available methods for the fair and efficient
21 adjudication of this litigation because individual litigation of each claim is impractical. It would be
22 unduly burdensome to have individual litigation of millions of individual claims in separate
23 lawsuits, every one of which would present the issues presented in this lawsuit.

24 **VI. Claims.**

25 **First Cause of Action:**

26 **Violation of the California Invasion of Privacy Act, Cal. Penal Code § 631**

27 **(Against Both Defendants)**

28 65. Plaintiff incorporates each and every factual allegation set forth above.

1 66. Plaintiff brings this cause of action against Talkdesk on behalf of herself and
2 members of the Talkdesk Class. In the alternative, Plaintiff brings the claim against Talkdesk on
3 behalf of herself and the LegalShield Subclass.

4 67. Plaintiff brings this cause of action against LegalShield on behalf of the LegalShield
5 Subclass.

6 68. To establish liability under section 631(a), Plaintiff need only establish that
7 Defendants, “by means of any machine, instrument, contrivance, or in any other manner, did any of
8 the following:

9 [1] intentionally taps, or makes any unauthorized connection, whether physically,
10 electrically, acoustically, inductively, or otherwise, with any telegraph or telephone
11 wire, line, cable, or instrument, including the wire, line, cable, or instrument of any
12 internal telephonic communication system, or

13 [2] willfully and without the consent of all parties to the communication, or in any
14 unauthorized manner, reads, or attempts to read, or to learn the contents or meaning
15 of any message, report, or communication while the same is in transit or passing over
16 any wire, line, or cable, or is being sent from, or received at any place within this
17 state;

18 or

19 [3] uses, or attempts to use, in any manner, or for any purpose, or to communicate in
20 any way, any information so obtained;

21 or

22 [4] aids, agrees with, employs, or conspires with any person or persons to unlawfully
23 do, or permit, or cause to be done any of the acts or things mentioned above in this
24 section.

25 69. As described in further detail above, Defendant Talkdesk intentionally tapped, or
26 otherwise made an unauthorized connection, with Plaintiff and the customer service agent’s
27 telephonic wire line, cable or instrument.

28

1 78. Plaintiff brings this cause of action on behalf of herself and members of the Talkdesk
2 Class against Defendant Talkdesk. In the alternative, Plaintiff brings this claim against Talkdesk on
3 behalf of herself and the LegalShield Subclass.

4 79. Section 632 of California’s Penal Code imposes liability upon anyone “who, [1]
5 intentionally and [2] without the consent of all parties to [3] a confidential communication, [4] uses
6 an electronic amplifying or recording device [5] to eavesdrop upon or record the confidential
7 communication, whether the communication is carried on among the parties in the presence of one
8 another or by means of a telegraph, telephone, or other device, except a radio[.]”

9 80. As described in greater detail above, Defendant Talkdesk intentionally eavesdropped
10 upon and/or recorded Plaintiff and Class Members’ conversations.

11 81. Plaintiff and Class Members did not expressly or impliedly consent to any of
12 Defendant Talkdesk’s eavesdropping.

13 82. Plaintiff and Class Members had a reasonable expectation of privacy in their (1)
14 private financial information; (2) private legal information; (3) private communications; and (4)
15 personal information.

16 83. Defendant Talkdesk’s computer systems, software, telephone systems, website,
17 servers, and the other devices that Defendant Talkdesk uses to carry out its wiretapping scheme are
18 electronic amplifying and/or recording devices.

19 84. Plaintiff and the class’s communications occurred by means of a telephone, or other
20 device, and not by radio.

21 85. Plaintiff and the Talkdesk Class were injured as a direct and proximate result of
22 Talkdesk’s conduct, including because their right to privacy was invaded in violation of Cal. Penal
23 Code § 630 *et seq.*

24 86. Plaintiff seeks actual or statutory damages of \$5,000 per violation per class member,
25 whichever is greater, reasonable attorneys’ fees, treble damages, and all other available relief.

26
27
28

Third Cause of Action:

Violation of the California Invasion of Privacy Act, Cal. Penal Code § 632.7

(Against Both Defendants)

87. Plaintiff incorporates each and every factual allegation set forth above.

88. Plaintiff brings this cause of action against Talkdesk on behalf of herself and members of the Talkdesk Class. In the alternative, Plaintiff brings this claim against Talkdesk on behalf of herself and the LegalShield Subclass.

89. Plaintiff brings this cause of action against LegalShield on behalf of herself and the LegalShield Subclass.

90. Section 632.7 of California’s Penal Code imposes liability upon anyone “who, [1] without the consent of all parties to a communication, [2] intercepts or receives and intentionally records, or assists in the interception or reception and intentional recorded of, [3] a communication [4] transmitted between two cellular radio telephones, a cellular radio telephone and a landline telephone, two cordless telephones, a cordless telephone and a landline telephone, or a cordless telephone and a cellular radio telephone.”

91. As discussed in greater detail above, Defendant Talkdesk intercepted and/or received and intentionally recorded Plaintiff’s and the Class Members’ calls.

92. Plaintiff and the Class Members did not expressly or impliedly consent to Defendant Talkdesk intercepting and/or receiving and recording their calls.

93. Plaintiff and the Class Members communicated with customer service using a phone (such as a cellular radio phone, landline, and/or cordless phone), and Defendant LegalShield answered Plaintiff and the Class Members’ calls with a phone (such as a cellular radio telephone, a cordless telephone, and/or landline telephone).

94. As described in greater detail above, Defendant LegalShield assisted Defendant Talkdesk in intercepting and/or receiving and intentionally recording Plaintiff’s and the Class Members’ calls.

1 95. Plaintiff and the Talkdesk Class were injured as a direct and proximate result of
2 Defendants' conduct, including because their right to privacy was invaded in violation of Cal. Penal
3 Code § 630, *et seq.*

4 96. Plaintiff seeks actual or statutory damages of \$5,000 per violation per class member,
5 whichever is greater, reasonable attorneys' fees, treble damages, and all other available relief.

6 **Fourth Cause of Action:**

7 **Invasion of Privacy Under California's Constitution**

8 **(Against Both Defendants)**

9 97. Plaintiff incorporates each and every factual allegation set forth above.

10 98. Plaintiff brings this cause of action against Talkdesk on behalf of herself and
11 members of the Talkdesk Class. In the alternative, Plaintiff brings this claim against Talkdesk on
12 behalf of herself and the LegalShield Subclass.

13 99. Plaintiff brings this cause of action against LegalShield on behalf of herself and the
14 LegalShield Subclass.

15 100. Plaintiff and Class Members have an interest in (1) precluding the dissemination
16 and/or misuse of their private financial information; (2) precluding the dissemination and/or misuse
17 of their private and privileged legal information; and (3) making personal decisions and/or
18 conducting personal activities without observation, intrusion or interference, including, but not
19 limited to, the right to call their attorney without being subjected to wiretaps without Plaintiff's and
20 Class Members' knowledge or consent.

21 101. At all relevant times, by implementing Defendant Talkdesk's wiretaps on Defendant
22 LegalShield's phone lines, each Defendant intentionally invaded Plaintiff's and Class Members'
23 privacy rights under the California Constitution and procured the other Defendant to do so.

24 102. Plaintiff and Class Members had a reasonable expectation of privacy in their (1)
25 private financial information; (2) private legal information; (3) private communications; and (4)
26 personal information.

27 103. Plaintiff and Class Members did not consent to any of Defendants' actions in
28 implementing Talkdesk's wiretaps.

1 104. The invasion of privacy is serious in nature, scope, and impact.

2 105. The invasion of privacy alleged here constitutes an egregious breach of the social
3 norms underlying the privacy right.

4 106. Plaintiff and the class were injured as a direct and proximate result of Talkdesk's
5 conduct, including because their right to privacy was invaded.

6 107. Plaintiff and Class Members seek all relief available for invasion of privacy claims
7 under California's Constitution.

8 **Fifth Cause of Action:**

9 **Intrusion Upon Seclusion**

10 **(Against Both Defendants)**

11 108. Plaintiff incorporates each and every factual allegation set forth above.

12 109. Plaintiff brings this cause of action against Talkdesk on behalf of herself and
13 members of the Talkdesk Class. In the alternative, Plaintiff brings this claim against Talkdesk on
14 behalf of herself and the LegalShield Subclass.

15 110. Plaintiff brings this cause of action against LegalShield on behalf of herself and the
16 LegalShield Subclass.

17 111. Plaintiff and Class Members have an interest in (1) precluding the dissemination
18 and/or misuse of their private financial information; (2) precluding the dissemination and/or misuse
19 of their private and privileged legal information; and (3) making personal decisions and/or
20 conducting personal activities without observation, intrusion or interference, including, but not
21 limited to, the right to call their attorney without being subjected to wiretaps without Plaintiff's and
22 Class Members' knowledge or consent.

23 112. At all relevant times, by implementing Defendant Talkdesk's wiretaps on Defendant
24 LegalShield's phone lines, each Defendant intruded into a private place, conversation, or matter,
25 and procured the other Defendant to do so.

26 113. Plaintiff and Class Members had a reasonable expectation of privacy in their (1)
27 private financial information; (2) private legal information; (3) private communications; and (4)
28 personal information.

1 114. Plaintiff and Class Members did not consent to any of Defendants' actions in
2 implementing Talkdesk's wiretaps.

3 115. The invasion of privacy is serious in nature, scope, and impact.

4 116. The invasion of privacy alleged here occurred in a manner highly offensive to a
5 reasonable person.

6 117. Plaintiff and the Talkdesk Class were injured as a direct and proximate result of
7 Defendants' conduct, including because their right to privacy was violated.

8 118. Plaintiff and Class Members seek all relief available for invasion of privacy claims
9 under California's Constitution.

10 **Sixth Cause of Action:**

11 **Quasi-Contract**

12 **(Against Both Defendants)**

13 119. Plaintiff incorporates each and every factual allegation set forth above.

14 120. Plaintiff brings this cause of action against Talkdesk on behalf of herself and
15 members of the Talkdesk Class. In the alternative, Plaintiff brings this claim against Talkdesk on
16 behalf of herself and the LegalShield Subclass.

17 121. Plaintiff brings this cause of action against LegalShield on behalf of herself and the
18 LegalShield Subclass.

19 122. Defendants received data and information contained in Plaintiff's and the Class
20 Members' calls with Defendant LegalShield.

21 123. That data and information is economically valuable to Defendants.

22 124. Plaintiff and Class Members received no compensation for that data and information.

23 125. In this way, Defendants received a direct and unjust benefit, at Plaintiff and Class
24 Members' expenses.

25 126. Plaintiff and the class seek restitution.

26 **VII. Relief.**

27 127. Plaintiff seeks the following relief for herself and the class and subclass:

- 28
- An order certifying the asserted claims, or issues raised, as a class action;

- 1 • A judgment in favor of Plaintiff and the proposed class and subclass;
- 2 • Damages, statutory damages, treble damages, and punitive damages where applicable;
- 3 • Restitution;
- 4 • Imposition of a constructive trust;
- 5 • Disgorgement, and other just equitable relief;
- 6 • Pre- and post-judgment interest;
- 7 • An injunction prohibiting Defendants' conduct, as allowed by law;
- 8 • Reasonable attorneys' fees and costs, as allowed by law;
- 9 • Any additional relief that the Court deems reasonable and just.

10 **VIII. Demand For Jury Trial**

11 128. Plaintiff demands the right to a jury trial on all claims so triable.

12
13 Dated: June 28, 2024

Respectfully submitted,



14
15 By: _____
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17 stephen@dovel.com
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25
26
27 *Attorneys for Plaintiff*
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2403794

Case Name: CROWDER vs PRE-PAID LEGAL SERVICES, INC.

STEPHEN ANDREWS
201 SANTA MONICA BLVD SUITE 600
Santa Monica, CA 90401

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
09/16/2024	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.



The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-638-4172 #
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.


	<p>Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.</p>
	<p>Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)</p>

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 07/17/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. DeRosier, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2403794

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RONNA CROWDER

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09/16/2024	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.



The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-638-4172 #
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.


	<p>Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.</p>
	<p>Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)</p>

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 07/17/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. DeRosier, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2403794

Case Name: CROWDER vs PRE-PAID LEGAL SERVICES, INC.

PRE-PAID LEGAL SERVICES, INC.

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
09/16/2024	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

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Meeting ID: 160-638-4172 #
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Dated: 07/17/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. DeRosier, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2403794

Case Name: CROWDER vs PRE-PAID LEGAL SERVICES, INC.

TALKDESK, INC.

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
09/16/2024	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.



The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

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Meeting ID: 160-638-4172 #
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	<p>Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)</p>

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Dated: 07/17/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. DeRosier, Deputy Clerk

Notice has been printed for the following Firm/Attorneys or Parties: CVRI2403794

ANDREWS, STEPHEN
201 SANTA MONICA BLVD SUITE 600
Santa Monica, CA 90401

CROWDER, RONNA

TALKDESK, INC.

PRE-PAID LEGAL SERVICES, INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501
www.riverside.courts.ca.gov

Case Number: CVRI2403794

Case Name: CROWDER vs PRE-PAID LEGAL SERVICES, INC.

NOTICE OF DEPARTMENT ASSIGNMENT



The above entitled case is assigned to the Honorable Harold W. Hopp in Department 1 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
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Dated: 07/17/2024

JASON B. GALKIN,
Court Executive Officer/Clerk of the Court

by: 

J. DeRosier, Deputy Clerk



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
www.riverside.courts.ca.gov

Self-represented parties: <https://www.riverside.courts.ca.gov/SelfHelp/self-help.php>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –
INFORMATION PACKAGE**

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE
ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

Advantages of ADR:

- ⌚ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⌚ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⌚ More control: Parties choose their ADR process and provider.
- ⌚ Less stressful: ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- ⌚ No public trial: Parties do not get a decision by a judge or jury.
- ⌚ Costs: Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- ⌚ want to work out a solution but need help from a neutral person; or
- ⌚ have communication problems or strong emotions that interfere with resolution; or
- ⌚ have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- ⌚ want their public "day in court" or a judicial determination on points of law or fact;
- ⌚ lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⚡ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⚡ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⚡ do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR Information and forms are posted on the ADR website:
<https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php>

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

Court-Ordered ADR:

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the “Court-Ordered Mediation Information Sheet” on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the “Private Mediation Information Sheet” on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
 - ⚡ Your preferences for mediation or arbitration.
 - ⚡ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached “Stipulation for ADR” along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- ⚡ The Court’s Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <https://adr.riverside.courts.ca.gov/Home/CivilMedPanel> or ask for the list in the civil clerk’s office, attorney window.
- ⚡ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
 - Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
 - Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
 - Chapman University School of Law Mediation Clinic (services only available at the court)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- | | |
|--|---|
| <input type="checkbox"/> BLYTHE 265 N. Broadway, Blythe, CA 92225 | <input type="checkbox"/> MURRIETA 30755-D Auld Rd., Murrieta, CA 92563 |
| <input type="checkbox"/> CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882 | <input type="checkbox"/> PALM SPRINGS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262 |
| <input type="checkbox"/> MENIFFEE 24701 Menifee Center Drive, Menifee, CA 92584 | <input type="checkbox"/> RIVERSIDE 4050 Main St., Riverside, CA 92501 |
| <input type="checkbox"/> MORENO VALLEY 13800 Heacock St. #D201, Moreno Valley | |

RI-ADR001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) TELEPHONE NO: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER: CASE MANAGEMENT CONFERENCE DATE(S):
STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR) (CRC 3.2221; Local Rule, Title 3, Division 2)	

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- Mediation Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- Mediation Judicial Arbitration (non-binding)
 Binding Arbitration Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LegalShield AI Lawsuit Alleges Confidential Communications Are Captured Without Consent](#)
