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8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 Avner Paulino, individually and on behalf of
12 all others similarly situated,

13 *Plaintiff,*

14 v.

15 Navy Federal Credit Union and Verint
16 Systems Inc.,

17 *Defendants.*
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Case No. 3:24-cv-03298

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Table of Contents

1

2 I. Introduction..... 1

3 II. Parties..... 2

4 III. Jurisdiction and venue..... 3

5 IV. Facts..... 3

6 A. Verint makes and sells call monitoring products..... 3

7 B. Verint intercepts communications while they are in transit..... 4

8 C. Verint uses obtained communications for its own purposes..... 5

9 D. Navy Federal uses Verint Real-Time Agent Assist and Speech Analytics. 5

10 E. Navy Federal’s customers expect that their calls are confidential..... 6

11 F. Verint and Navy Federal do not obtain consent..... 7

12 G. Plaintiff’s communications with Navy Federal were tapped, intercepted,
13 recorded and used by Verint without his consent. 7

14 H. Plaintiff and the class’s communications are economically valuable..... 9

15 I. No adequate remedy at law..... 10

16 V. Class Action Allegations..... 10

17 VI. Claims..... 12

18 First Cause of Action: Violation of the California Invasion of Privacy Act, Cal. Penal
19 Code § 631 12

20 Second Cause of Action: Violation of the California Invasion of Privacy Act, Cal.
21 Penal Code § 632 14

22 Third Cause of Action: Violation of the California Invasion of Privacy Act, Cal.
23 Penal Code § 632.7 15

24 Fourth Cause of Action: Invasion of Privacy Under California’s Constitution..... 16

25 Fifth Cause of Action: Intrusion Upon Seclusion..... 17

26 Sixth Cause of Action: Quasi-Contract..... 18

27 VII. Relief..... 18

28 VIII. Demand For Jury Trial..... 19

1 **I. Introduction.**

2 1. Defendant Verint Systems Inc. designs and sells products that monitor and analyze
3 communications between companies and their customers. When customers call companies that use
4 Verint, Verint intercepts the calls, records them, and analyzes the content. Verint’s products—
5 known as “Real-Time Agent Assist” and “Speech Analytics”—intercept, listen, record, transcribe,
6 and analyze every call between a client and that client’s customers. Verint routes every word
7 spoken by callers directly to Verint’s servers in real-time, and transcribes these conversations as
8 they occur. Verint also uses its artificial intelligence models (known as “Verint Da Vinci”) to
9 analyze callers’ words, tone, pitch, and pace, to determine what the caller is talking about and how
10 the caller is feeling.

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

14 3. Defendant Navy Federal Credit Union (“Navy Federal”) uses Verint’s Real-Time
15 Agent Assist and Speech Analytics in its customer service calls. When a customer calls Navy
16 Federal, the call is intercepted and recorded by Verint. Because Navy Federal is a credit union,
17 customers calling Navy Federal routinely share sensitive personal information such as social
18 security number, bank account numbers, bank balances, and income. Indeed, Navy Federal’s
19 customer service representatives typically ask callers to share their social security numbers and
20 account information during the call.

21 4. Customers calling Navy Federal expect that their conversations will be kept
22 confidential. But in fact, the conversations are intercepted, recorded, and used by Verint. Neither
23 Verint nor Navy Federal discloses to the customers that the calls are being intercepted, recorded, or
24 used by Verint. And they do not obtain customer consent for Verint to record and use the contents
25 of the call.

26 5. Plaintiff Avner Paulino is a member of Navy Federal Credit Union. He has called
27 Navy Federal’s customer service line multiple times. In those calls, Mr. Paulino disclosed sensitive
28 personal and financial information. Mr. Paulino expected that his conversations with Navy Federal

1 would be kept confidential. He did not know that Verint was secretly listening to his conversation,
2 and did not consent to his conversations being recorded and used by Verint. He would not have
3 called Navy Federal if he had known.

4 6. Plaintiff brings this action on behalf of himself and other customers whose calls were
5 recorded by Verint without their consent.

6 **II. Parties.**

7 7. Plaintiff Avner Paulino is domiciled in Hayward, California. He served in the United
8 States Navy for six years, and became a member of Navy Federal Credit Union in 2018. Since
9 2018, he has spoken with Navy Federal's real-time support line numerous times. Mr. Paulino
10 expected those conversations to remain confidential between himself and Navy Federal. During
11 each of these calls, Mr. Paulino's communications were listened to, intercepted, and recorded in real
12 time by Defendant Verint Systems Inc. Mr. Paulino was unaware at the time of these calls that his
13 communications were being intercepted in real-time and would be disclosed to Verint for its own
14 use, nor did Mr. Paulino consent to the same.

15 8. Defendant Navy Federal Credit Union is a federally chartered credit union with its
16 principal place of business in Virginia. Navy Federal is the world's largest credit union and has over
17 13 million members worldwide. Navy Federal does business throughout California and the entire
18 United States. Navy Federal's call center employs over 1,400 agents, who annually handle 30
19 million calls.

20 9. Defendant Verint Systems Inc. is a Delaware corporation with its principal place of
21 business at 175 Broadhollow Road, Melville, New York 11747. Verint is a global analytics
22 company that specializes in customer engagement and business-intelligence solutions. Verint
23 enables organizations to capture and analyze large amounts of customer data. Verint provides
24 services called "Real-Time Agent Assist" and "Speech Analytics," which are at issue here and
25 described more fully below. At all relevant times here, Navy Federal has used Verint's "Real-Time
26 Agent Assist" and "Speech Analytics" products.

1 **III. Jurisdiction and venue.**

2 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount
3 in controversy exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
4 which one or more members of the proposed class are citizens of a state different from Defendant.

5 11. The Court has personal jurisdiction over Defendants. Each Defendant does business
6 in California. Defendants have purposefully availed themselves of the laws and benefits of doing
7 business in this state, and Plaintiff’s claims arise out of each of the Defendants’ forum-related
8 activities. Furthermore, a substantial portion of the events giving rise to Plaintiff’s claims occurred
9 in this District. Due to Defendants’ actions, Plaintiff was harmed in California.

10 12. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because
11 Defendants would be subject to personal jurisdiction in this District if this District were a separate
12 state. Defendants advertise and sell their products and services in this District and serve a market for
13 their Products in this District. Plaintiff’s claims arise out of Defendant’s contacts in this forum.
14 Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of Defendants’
15 conduct giving rise to the claims occurred in this District.

16 **IV. Facts.**

17 **A. Verint makes and sells call monitoring products.**

18 13. Defendant Verint makes and sells a wide-range of software products that enable
19 companies to intercept, record, and analyze customer phone calls. Two such products are Verint’s
20 “Real-Time Agent Assist,” and Verint’s “Speech Analytics.”

21 14. Real-Time Agent Assist and Speech Analytics are used by Verint to intentionally
22 tap, intercept, read, receive, and record calls from customers to customer service agents.

23 15. When a customer calls customer service, Real-Time Agent Assist listens to
24 customers’ conversations with contact-center agents in real-time, and uses AI to notify and assist
25 employees and supervisors about ways to handle telephone calls.

26 16. Real-Time Agent Assist is powered by Verint Da Vinci—Verint’s artificial
27 intelligence models. Using Da Vinci, Real-Time Agent Assist precisely transcribes conversations as
28 they happen. In addition to capturing the content of the conversations, Verint also captures the tone,

1 pitch, pace, and other acoustic signatures. Verint then processes customers' words and acoustic
2 signatures to determine customers' emotions and sentiments. Based on the customers' words and
3 acoustic signatures, Real-Time Agent Assist then suggests actions that call-center agents can take
4 and informs agents how customers are feeling.

5 17. Verint provides the example of a customer calling a customer-service line and asking
6 to change their address. Verint intercepts the call in real-time, processes the customer's words, and
7 immediately provides the call-center agent with information on how to respond to the customer's
8 request.¹ As the conversation progresses, Real-Time Agent Assist informs the agent how the
9 customer is feeling, noting for example that the customer seems upset.

10 18. Verint Speech Analytics analyzes voice interactions in call centers. Speech Analytics
11 uses Verint's Da Vinci AI models to transcribe, analyze, and derive actionable insights from
12 customer conversations in real time. Speech Analytics transcribes 100% of recorded calls and uses
13 Da Vinci AI to analyze words, phrases, categories, and themes that affect customer experience.
14 Speech Analytics also analyzes the words customers use, as well as their tone, pitch, and pace of
15 speech, to determine the sentiment and emotional state of customers and agents.

16 19. Verint intentionally and willfully intercepts consumer communications. Verint
17 designed its products to intercept customer communications, and touts that feature to its customers.
18 The purpose of Verint Real-Time Agent Assist and Speech Analytics is to intercept customer
19 communications. And, when Verint sells these products to companies and other entities, Verint
20 intends for its product to intercept customers' communications.

21 **B. Verint intercepts communications while they are in transit.**

22 20. When a customer calls a company that uses Verint's Real-Time Agent Assist or
23 Speech Analytics, the call is simultaneously disseminated to both the company's call-center and
24 Verint.

25 21. Companies using Real-Time Agent Assist or Speech Analytics embed Verint-
26 provided code into their call centers or into third-party communication platforms. When a customer
27 uses a telephone to call the company, the embedded code routes the customer's words and acoustic
28

¹ https://www.youtube.com/watch?v=3_hzJrJ2E8s

1 signatures (i.e., their communications) directly to Verint. Verint’s Real-Time Agent Assist and
2 Speech Analytics services are an Application Programming Interface (API) that is “plugged in” to
3 the contact center (and, by extension, into each and every phone call). The Real-Time Agent Assist
4 and Speech Analytics services are run from Verint’s servers. In other words, Verint intercepts
5 customer communications as those communications occur and then transcribes, analyzes, and stores
6 those communications on its own servers as those conversations occur.

7 22. Thus, Verint learns the contents and meaning of the communications while the
8 communications are in transit.

9 **C. Verint uses obtained communications for its own purposes.**

10 23. Verint uses data obtained by RTAA and Speech Analytics for its own purposes. For
11 example, Verint’s Da Vinci AI models are trained on at least a sub-set of customer engagement data
12 and real-time data that flows through Verint’s products.

13 24. In addition, Verint uses at least a sub-set of customer data for Verint’s internal
14 business purposes, including for improving or creating enhancements to (or new offerings related
15 to) Verint’s services.

16 **D. Navy Federal uses Verint Real-Time Agent Assist and Speech Analytics.**

17 25. On its website, Verint advertises that Navy Federal is one of its customers, and that
18 Navy Federal uses Verint Real-Time Agent Assist and Speech Analytics for its customer service
19 phone calls.

20 26. Similarly, on Verint’s YouTube channel, Verint has a Navy Federal customer-
21 success story.² In that video, numerous Navy Federal employees state that Navy Federal uses
22 numerous Verint products, including Verint’s Real-Time Agent Assist and Speech Analytics.

23 27. Navy Federal intentionally installed Verint’s products (including Real-Time Agent
24 Assist and Speech Analytics) with knowledge that those products would intercept and record
25 callers’ conversations. Navy Federal hired Verint specifically to intercept communications, and
26 Navy Federal facilitated Verint embedding its code into Navy Federal’s call centers.

27
28

² <https://www.youtube.com/watch?v=puB2j4dWnlc>

1 28. As described in further detail above, Verint taps, intercepts, receives, records, and
2 uses the contents and meaning of the messages while the messages are in transit.

3 29. Navy Federal knows that Verint uses communications it collected via its Real-Time
4 Agent Assist and Speech Analytics to advance its own business interests, because Verint’s contract
5 says that it can do so.

6 **E. Navy Federal’s customers expect that their calls are confidential.**

7 30. Customers who call Navy Federal have a reasonable expectation of privacy. They
8 dial a 1-888 number associated with Navy Federal and reasonably believe that they are having a
9 conversation with Navy Federal. They do not expect that a third party is listening in and recording
10 the conversation.

11 31. In addition, because Navy Federal is a credit union, individuals calling Navy Federal
12 virtually always discuss sensitive financial information. Navy Federal’s real-time support line
13 automatically asks each caller to say the caller’s access number or social security number. In a
14 typical call, a caller is likely to disclose a wide variety of personally identifiable information (PII)
15 and sensitive financial information, including, but not limited to:

- 16 a. Name;
- 17 b. Address;
- 18 c. Social Security Number;
- 19 d. Bank Account Numbers;
- 20 e. Bank Account Balances;
- 21 f. Credit Card Numbers;
- 22 g. Credit Card Balances;
- 23 h. Credit History;
- 24 i. Income; and
- 25 j. Collections Information.

26 32. Because the callers disclose sensitive financial and personal information in the call,
27 they reasonably expect that this information will be kept private.

28

1 **F. Verint and Navy Federal do not obtain consent.**

2 33. Callers who call Navy Federal do not consent to their calls with Navy Federal being
3 tapped, intercepted, listened to, eavesdropped on, recorded, and used by Verint. Neither Verint nor
4 Navy Federal obtain consent from consumers who call Navy Federal.

5 34. Navy Federal does not obtain consent. Defendant Navy Federal does not ask callers
6 whether they consent to Verint learning the contents of, eavesdropping on, intercepting, or
7 recording their calls. Navy Federal customers are thus unaware that Verint is listening.

8 35. When callers call Navy Federal’s real-time support line, they are informed that the
9 call “may be recorded for quality assurance purposes.” This tells reasonable consumers that Navy
10 Federal itself may use the recording to train its customer service agents or improve its products. It
11 does not tell reasonable consumers that a third-party (Verint) will intercept, record, and use the call
12 for its own purposes. In fact, callers are unaware that any third-party is present on the call. Callers
13 call Navy Federal’s number, and at all times it appears that the call is strictly between the caller and
14 Navy Federal. It is never disclosed that a third party is listening, or using the content of its call for
15 its own products and purposes.

16 36. Verint also does not obtain consent. Verint does not disclose on the Navy Federal
17 calls that it is intercepting, recording, or using the information disclosed in the call. Customers are
18 thus unaware that Verint is listening in on the call, and do not consent.

19 37. Companies using Verint’s Real-Time Agent Assist and Speech Analytics are
20 substantially similar such that Plaintiff can serve as a class representative for all customers whose
21 calls were recorded and used by Verint’s Real-Time Agent Assist and Speech Analytics without
22 consent. *See, e.g., In re Vizio, Inc. Consumer Privacy Litig.*, 238 F.Supp.3d 1204, 1219 (C.D. Cal.
23 2017). Each company using Verint’s Real-Time Agent Assist and Speech Analytics enables Verint
24 to record, learn the contents of, eavesdrop on, intercept, and/or record callers’ verbal and acoustic
25 signatures.

26 **G. Plaintiff’s communications with Navy Federal were tapped, intercepted,**
27 **recorded and used by Verint without his consent.**

28 38. Plaintiff Paulino has been a member of Navy Federal Credit Union since 2018.

1 39. Since 2012, Mr. Paulino has called Navy Federal Credit Union’s real-time support
2 line (a 1-888 telephone number) numerous times. Recently, he made calls to Navy Federal Credit
3 Union on the following dates: March 24, 2024; November 30, 2023 (twice); November 15, 2023;
4 September 19, 2023.

5 40. Each time, Mr. Paulino called Navy Federal’s 1-888 number from his smartphone.
6 Mr. Paulino made the phone calls in private, without other people around him. During these
7 conversations, Mr. Paulino discussed sensitive financial information, including his social security
8 number, his date of birth, his bank accounts, and other personal information.

9 41. At no time did Plaintiff consent to Verint intercepting, recording, or using the
10 content of his phone calls.

11 42. Mr. Paulino had a reasonable expectation that the conversation was not being
12 overheard or recorded by any third parties. Mr. Paulino had a reasonable expectation of privacy
13 because his conversations occurred in private between him and Navy Federal, and because those
14 conversations concerned confidential financial information (such as banking information) as well as
15 other personal information (such as his social security number). A reasonable caller in Mr.
16 Paulino’s position would have expected calls with Navy Federal to remain confidential, because
17 people expect financial information and personal information such as social security numbers to
18 remain private.

19 43. During those calls, Verint’s Real-Time Agent Assist and Speech Analytics products
20 secretly captured Mr. Paulino’s conversations, transcribing his words and capturing his acoustic
21 signatures without his consent.

22 44. Mr. Paulino was harmed because his right to privacy was violated.

23 45. Plaintiff faces an imminent threat of future harm. As he has for years, Plaintiff would
24 like to call Navy Federal’s real-time support line again to manage his account, ask questions, and
25 open new accounts and services, amongst other reasons. But Plaintiff does not consent and does not
26 want Verint to intercept and use his communications with Navy Federal, so he cannot call Navy
27 Federal without fear of this occurring. Without an injunction, Plaintiff has no way of knowing
28 whether or not Verint is intercepting and using his calls with Navy Federal without his consent.

1 46. At the time that Plaintiff made his phone calls, he did not know that Verint (a third-
2 party) recorded and used his phone calls with Navy Federal. He did not know that Verint (or any
3 other party except Navy Federal) was listening to or recording his phone calls with Navy Federal.
4 He did not discover it until May 2024, when he learned that Verint records the customer service
5 calls made to Navy Federal.

6 47. Plaintiff could not have made earlier discovery despite exercising reasonable
7 diligence. At no time during his calls did Navy Federal disclose to Plaintiff (or other consumers)
8 that Verint was secretly monitoring and recording the calls. Likewise, nowhere does Navy Federal's
9 website disclose that Verint may be recording, monitoring, and analyzing calls that he made to
10 Navy Federal. Indeed, there was no indication that *any* third party was eavesdropping on Plaintiff's
11 calls with Navy Federal.

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

13 48. Plaintiff and the class members conversations with Defendant Navy Federal are
14 economically valuable. This information—which includes personal and financial information, as
15 well as verbal and acoustic information—is a form of currency. The value is well understood in the
16 e-commerce industry.

17 49. Professor Paul M. Schwartz noted in the Harvard Law Review:

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

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

24 50. Additionally, Plaintiff and the class members conversations are used to train Verint's
25 AI models, which increases the value of Verint's products. Verint acknowledges the economic
26 value of training its AI on customer data, touting publicly that its AI is the best product, because it
27 has been trained on customer engagement data, which has been collected for more than twenty
28 years, as well as from the real-time data that flows through Verint's products.

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

2 51. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to
3 seek equitable remedies in the alternative because he has no adequate remedy at law.

4 52. A legal remedy is not adequate if it is not as certain as an equitable remedy. The
5 elements of Plaintiff's equitable claims are different and do not require the same showings as
6 Plaintiff's legal claims. Plaintiff's quasi-contract claim requires only that Plaintiff establish
7 Defendants' receipt of a benefit and an unjust retention of that benefit at Plaintiff's expense.
8 Plaintiff may be able to prove these more straightforward factual elements, and thus prevail, while
9 not being able to prove one or more elements of his legal claims.

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

13 **V. Class Action Allegations.**

14 54. Plaintiff brings the asserted claims for the following classes:

- 15 • Verint Class: all California residents who called or were called by a company that uses
16 Verint's Real-Time Agent Assist or Speech Analytics, and who did not consent to Verint
17 intercepting, listening to, and/or recording the call.
- 18 • Navy Federal Subclass: all California residents who called or were called by Navy
19 Federal Credit Union while Navy Federal Credit Union used Verint's Real-Time Agent
20 Assist or Speech Analytics.

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

1 **Numerosity & Ascertainability**

2 56. Members of each class are so numerous that their individual joinder herein is
3 impracticable. There are thousands of class members or more.

4 57. Class members can be identified through Defendants’ call records and public notice.

5 **Predominance of Common Questions**

6 58. Common questions of law and fact exist as to all Class members and predominate
7 over questions affecting only individual Class members. Common legal and factual questions
8 include, but are not limited to:

9 a. Whether Defendants violated the California Invasion of Privacy Act

10 (“CIPA”), Cal. Penal Code § 631;

11 b. Whether Defendants violated CIPA, Cal. Penal Code § 632;

12 c. Whether Defendants violated CIPA, Cal. Penal Code § 632.7;

13 d. Whether Defendants invaded Plaintiff’s privacy rights in violation of the
14 California Constitution;

15 e. Whether Defendants intruded upon Plaintiff’s seclusion;

16 f. Whether Defendants were unjustly enriched; and

17 g. Damages needed to compensate Plaintiff and the proposed classes.

18 **Typicality & Adequacy**

19 59. The claims of the named Plaintiff are typical of the claims of the Class because the
20 named Plaintiff, like all other class members, had his telephonic communications intercepted,
21 recorded for use by Verint, without his consent. There are no conflicts of interest between Plaintiff
22 and the classes.

23 **Superiority**

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

1 **VI. Claims.**

2 **First Cause of Action:**

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

4 **(Against Both Defendants)**

5 61. Plaintiff incorporates each and every factual allegation set forth above.

6 62. Plaintiff brings this cause of action against Verint on behalf of himself and members
7 of the Verint Class. In the alternative, Plaintiff brings the claim against Verint on behalf of himself
8 and the Navy Federal Subclass.

9 63. Plaintiff brings this cause of action against Navy Federal on behalf of the Navy
10 Federal Subclass.

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

14 [1] intentionally taps, or makes any unauthorized connection, whether physically,
15 electrically, acoustically, inductively, or otherwise, with any telegraph or telephone
16 wire, line, cable, or instrument, including the wire, line, cable, or instrument of any
17 internal telephonic communication system, or

18 [2] willfully and without the consent of all parties to the communication, or in any
19 unauthorized manner, reads, or attempts to read, or to learn the contents or meaning
20 of any message, report, or communication while the same is in transit or passing over
21 any wire, line, or cable, or is being sent from, or received at any place within this
22 state;

23 or

24 [3] uses, or attempts to use, in any manner, or for any purpose, or to communicate in
25 any way, any information so obtained;

26 or

1 [4] aids, agrees with, employs, or conspires with any person or persons to unlawfully
2 do, or permit, or cause to be done any of the acts or things mentioned above in this
3 section.

4 65. As described in further detail above, Defendant Verint intentionally tapped, or
5 otherwise made an unauthorized connection, with Plaintiff and the customer service agent's
6 telephonic wire line, cable or instrument.

7 66. As described in further detail above, Defendant Verint also willfully and without
8 Plaintiff's consent read, attempted to read, or to learn the contents of Plaintiff's customer service
9 calls while those communications were in transit over a wire, line, or cable.

10 67. As described in further detail above, Defendant Verint uses and attempts to use the
11 information so obtained.

12 68. The following constitutes a "machine, instrument, contrivance," or "other manner"
13 under the statute:

- 14 a. The computers Defendant Verint uses to carry out the wiretapping;
- 15 b. The Real-Time Agent Assist and Speech Analytics software;
- 16 c. The servers Verint uses to process the data;
- 17 d. Plaintiff's telephone line;
- 18 e. Defendant Navy Federal's telephone line; and/or
- 19 f. The plan Verint carried out to achieve its wiretapping of Plaintiff's
20 communications.

21 69. As described in further detail above, Plaintiff and class members did not expressly or
22 impliedly consent.

23 70. As described in greater detail above, Navy Federal aids, agrees, and employs
24 Defendant Verint to wiretap and eavesdrop on Plaintiff's communications.

25 71. Plaintiff and the Verint Class were injured as a direct and proximate result of
26 Defendants' conduct, including because their right to privacy was invaded in violation of Cal. Penal
27 Code § 630 *et seq.*

28

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

3 **Second Cause of Action:**

4 **Violation of the California Invasion of Privacy Act, Cal. Penal Code § 632**

5 **(Against Verint)**

6 73. Plaintiff incorporates each and every factual allegation set forth above.

7 74. Plaintiff brings this cause of action on behalf of himself and members of the Verint
8 Class against Defendant Verint. In the alternative, Plaintiff brings this claim on behalf of himself
9 and the Navy Federal Subclass.

10 75. Section 632 of California's Penal Code imposes liability upon anyone "who, [1]
11 intentionally and [2] without the consent of all parties to [3] a confidential communication, [4] uses
12 an electronic amplifying or recording device [5] to eavesdrop upon or record the confidential
13 communication, whether the communication is carried on among the parties in the presence of one
14 another or by means of a telegraph, telephone, or other device, except a radio[.]"

15 76. As described in greater detail above, Defendant Verint intentionally eavesdropped
16 upon and/or recorded Plaintiff and class members' conversations.

17 77. Plaintiff and class members did not expressly or impliedly consent to any of
18 Defendant Verint's eavesdropping.

19 78. Plaintiff and class members had a reasonable expectation of privacy in their (1)
20 private financial information; (2) private telephone calls; and/or (3) personal information.

21 79. Defendant Verint's computer systems, software, telephone systems, servers, and the
22 other devices that Defendant Verint uses to carry out its wiretapping scheme are electronic
23 amplifying and/or recording devices.

24 80. Plaintiff and the class's communications occurred by means of a telephone, or other
25 device, and not by radio.

26 81. Plaintiff and the Verint Class were injured as a direct and proximate result of
27 Verint's conduct, including because their right to privacy was invaded in violation of Cal. Penal
28 Code § 630 *et seq.*

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

3 **Third Cause of Action:**

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

5 **(Against Both Defendants)**

6 83. Plaintiff incorporates each and every factual allegation set forth above.

7 84. Plaintiff brings this cause of action against Verint on behalf of himself and members
8 of the Verint Class. In the alternative, Plaintiff brings this claim on behalf of himself and the Navy
9 Federal Subclass.

10 85. Plaintiff brings this cause of action against Navy Federal on behalf of himself and
11 the Navy Federal Subclass.

12 86. Section 632.7 of California's Penal Code imposes liability upon anyone "who, [1]
13 without the consent of all parties to a communication, [2] intercepts or receives and intentionally
14 records, or assists in the interception or reception and intentional recorded of, [3] a communication
15 [4] transmitted between two cellular radio telephones, a cellular radio telephone and a landline
16 telephone, two cordless telephones, a cordless telephone and a landline telephone, or a cordless
17 telephone and a cellular radio telephone."

18 87. As discussed in greater detail above, Defendant Verint intercepted and/or received
19 and intentionally recorded Plaintiff's and the class members' calls.

20 88. Plaintiff and the class members did not expressly or impliedly consent to Defendant
21 Verint intercepting and/or receiving and recording their calls.

22 89. Plaintiff and the class members communicated with customer service using a phone
23 (such as a cellular radio phone, landline, and/or cordless phone), and Defendant Navy Federal
24 answered Plaintiff's and the class members' calls with a phone (such as a cellular radio telephone, a
25 cordless telephone, and/or landline telephone).

26 90. As described in greater detail above, Defendant Navy Federal assisted Defendant
27 Verint in intercepting and/or receiving and intentionally recording Plaintiff and the class members
28 calls.

1 112. The invasion of privacy alleged here occurred in a manner highly offensive to a
2 reasonable person.

3 113. Plaintiff and the Verint Class were injured as a direct and proximate result of
4 Defendants' conduct, including because their right to privacy was violated.

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

7 **Sixth Cause of Action:**

8 **Quasi-Contract**

9 **(Against Both Defendants)**

10 115. Plaintiff incorporates each and every factual allegation set forth above.

11 116. Plaintiff brings this cause of action against Verint on behalf of himself and members
12 of the proposed Class against Defendants. In the alternative, Plaintiff brings this claim on behalf of
13 himself and the Navy Federal Subclass.

14 117. Plaintiff brings this cause of action against Navy Federal on behalf of himself and
15 the Navy Federal Subclass.

16 118. Defendants received data and information contained in Plaintiff's and the class
17 members' calls with Defendant Navy Federal.

18 119. That data and information is economically valuable to Defendants.

19 120. Plaintiff and class members received no compensation for that data and information.

20 121. In this way, Defendants received a direct and unjust benefit, at Plaintiff's and class
21 members expenses.

22 122. Plaintiff and the class seek restitution.

23 **VII. Relief.**

24 123. Plaintiff seeks the following relief for himself and the class and subclass:

- 25 • An order certifying the asserted claims, or issues raised, as a class action;
- 26 • A judgment in favor of Plaintiff and the proposed class and subclass;
- 27 • Damages, statutory damages, treble damages, and punitive damages where applicable;
- 28 • Restitution;

- Imposition of a constructive trust;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendants' conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

VIII. Demand For Jury Trial

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

Dated: May 31, 2024

Respectfully submitted,

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Says Navy Federal Credit Union, AI Tech Company Verint 'Tap' Customer Service Calls](#)
