

Case No. S295700

**IN THE SUPREME COURT  
OF CALIFORNIA**

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TINA PARSONAGE,  
Plaintiff and Appellant,

v.

WAL-MART ASSOCIATES, INC., et al.,  
Defendants and Respondents.

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**ANSWER TO PETITION FOR REVIEW**

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After Decision by the Fourth Appellate District, Division One, Case No. D083831  
San Diego County Superior Court, Carolyn Caietti, Judge  
Case No. 37-2021-00041299-CL-OE-CTL

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## INTRODUCTION

California's Investigative Consumer Reporting Agency Act (ICRAA) regulates the use of background checks in the consumer, rental, and employment contexts, with the aim of reducing reporting errors and protecting consumer privacy. Relevant here, ICRAA imposes a number of requirements on employers before they can request a background check of a potential employee, and Respondent Tina Parsonage alleges Petitioner Wal-Mart Associates, Inc. (Walmart) failed to meet those requirements when she applied for a job at Walmart. The statute provides that an employer who fails to comply with its requirements "is liable to the consumer who is the subject of the report" for actual damages or \$10,000, whichever is greater. (Civ. Code § 1786.50, subd. (a)(1).) The court of appeals held that, under the text of the statute, pleading a statutory violation is a sufficient injury for a plaintiff to have standing under ICRAA; no additional injury is required.

Walmart asks this Court to grant review of two issues it says are presented by the decision below, and on which it claims there are conflicts of authority warranting review. But there are

no splits of authority on Walmart's issues presented, and Walmart offers no other basis for granting review.

Walmart's first issue presented—on which it claims there is a split—is whether ICRAA requires plaintiffs to plead an additional injury beyond a statutory violation. The court below is the second court of appeals to have addressed that question—the other is *Yeh v. Barrington Pacific, LLC* (2026) 117 Cal.App.5th 1303, petn. for review pending, petn. filed Mar. 2, 2026, No. S295492. Both decisions concluded that under the plain text of ICRAA, and consistent with its purpose and legislative intent, consumers do not need to plead a heightened injury to have standing under the statute; a claim that their ICRAA rights were violated is sufficient. There is no arguable split of authority on this question.

Unable to find any split with regard to ICRAA, Walmart instead looks to cases that have interpreted the federal Fair Credit Reporting Act (FCRA) to require a plaintiff to plead a heightened injury to have standing under that statute. Though this is an ICRAA case and not a FCRA case, Walmart contends there is a split because standing under both statutes must be interpreted identically because they have similar policy aims and

use some of the same words in their remedies provisions. But Walmart ignores both the differences in the statutes' text and that the California Legislature enacted ICRAA precisely to rectify shortcomings of FCRA, especially with regard to liability for statutory violations. As the Legislature explained, there are “[s]ignificant differences” between the state and federal statutes, and ICRAA was intended to “provide more stringent and comprehensive regulation of consumer reporting transactions” than FCRA. (Assem. Comm. on Finance, Insurance, and Commerce, Rep. on Assem. Bill Nos. 600 and 601 (1975-1976 Reg. Sess.) Mar. 31, 1975, p. 2.). Walmart offers no compelling reason why this Court should ignore the Legislature’s intent, reflected in ICRAA’s text, to depart from the federal statute and treat both statutes as identical.

As to Walmart’s second issue presented, its premise is false, and nothing in the statutory analysis of the decision below warrants this Court’s intervention. Walmart’s premise is that the decision below’s textual analysis of the statute began and ended with ICRAA’s framing of its cause of action as stating that a reporting agency “is liable” to a consumer for statutory violations. And that the lower court found that framing dispositive on the

question whether a plaintiff must plead actual damages. Not so. The decision goes on to analyze other parts of the statute—as it must—and concludes that, under the text of the statute as whole, and consistent with its purpose and legislative history, pleading a statutory violation is enough to proceed. Because the court below did not, in fact, find the “is liable” language to be dispositive, there can be no split with courts that also did not find it dispositive. There is no reason to grant Walmart’s second issue presented either, and Walmart’s petition should be denied in its entirety.

## **RELEVANT FACTS**

### **A. ICRAA Imposes Strict Liability for Violations of its Consumer Reporting Requirements.**

The California legislature enacted ICRAA, along with its companion statute, the revamped Consumer Credit Reporting Agency Act (CCRAA), in 1975 to “provide more stringent and comprehensive regulation of consumer reporting transactions than the present federal law.” (Assem. Comm. on Finance, Insurance, and Commerce, Rep. on Assem. Bill Nos. 600 and 601 (1975-1976 Reg. Sess.) Mar. 31, 1975, p. 2.). ICRAA was intended to “remedy the inadequacies of [CCRAA] of 1970 and [FCRA],

regarding the regulation of content and dissemination of investigative consumer reports.” (Sen. Com. on Judiciary, Background Information Assem. Bill No. 601 (1975–1976 Reg. Sess.).) It was “designed to provide badly needed protections for California consumers in areas where the FCRA [had] proved most sadly deficient.” (Dept. of Consumer Affairs, Enrolled Bill Rep. on Assem. Bill No. 601 (1975–1976 Reg. Sess.), Sept. 17, 1975, p. 1.)

Relevant here, ICRAA permits employers to obtain investigative consumer reports for certain permissible purposes, but only if the employer provides a written disclosure to the consumer and obtains the consumer’s written authorization for the report prior to obtaining the report. (Civ. Code § 1786.16, subd. (a)(2).) Among other things, the pre-report written disclosure must be “clear and conspicuous,” be “in a document that consists solely of the disclosure,” “[i]dentif[y] the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation,” and notify the consumer of the website or telephone number “where the consumer may find information about the investigative reporting agency’s privacy practices.” (Civ. Code § 1786.16, subd. (a)(2)(B).)

The statute also requires the person requesting the report to certify to the investigating agency that they complied with the disclosure requirements (Civ. Code § 1786.16, subd. (a)(4)) and provide a form with a box the consumer can check to indicate they wish to receive a copy of the report (Civ. Code § 1786.16, subd. (b)(1)).

In relevant part, ICRAA provides that:

- (a) An investigative consumer reporting agency or user of information that fails to comply with any requirement under this title with respect to an investigative consumer report is liable to the consumer who is the subject of the report in an amount equal to the sum of all the following:
  - (1) Any actual damages sustained by the consumer as a result of the failure or, except in the case of class actions, ten thousand dollars (\$10,000), whichever sum is greater.
  - (2) In the case of any successful action to enforce any liability under this chapter, the costs of the action together with reasonable attorney's fees as determined by the court.

(Civ. Code. § 1786.50, subd. (a).)

This provision—which originally provided for a minimum remedy of \$300—was enacted to provide greater incentives for consumers to sue for violations and greater incentives for reporting agencies to comply with the statutory requirements

than the remedy provision in FCRA. (Sen. Com. on Finance, Insurance, and Commerce, 3d reading analysis of Assem. Bill No. 601 (1975–1976 Reg. Sess.)). The Legislature saw FCRA as inadequate because it provided for compensation only if the reporting agency negligently failed to comply with the statutory requirements and because, in 1975, it provided for only actual damages, which “are extremely difficult to determine.” (Dept. of Consumer Affairs, Enrolled Bill Rep. on Assem. Bill No. 601 (1975–1976 Reg. Sess.), Sept. 17, 1975, p. 2.) Given FCRA’s limited remedies, “there [was] little incentive for the consumer to exercise his right to sue in the event of negligent noncompliance and little incentive for the consumer reporting agency to comply with the [FCRA].” (*Ibid.*)<sup>1</sup>

To ensure ICRAA did not suffer the same inadequacies, the Legislature removed the requirement that the reporting agency have acted negligently from an earlier draft of the bill and made

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<sup>1</sup> FCRA’s remedies provision has since been amended to provide for “any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000” where the violation was willful. (15 U.S.C. § 1681n, subd. (a)(1)(A).) Actual damages remain the only remedy available for negligent violations. (15 U.S.C. § 1681o, subd. (a)(1).)

the agency liable for a minimum of \$300 if they fail to follow the statute's requirements. (Conf. Amend. to Assem. Bill No. 601 (1975–1976 Reg. Sess.) Sept. 12, 1975.) At the time, industry groups opposed ICRAA's enactment, complaining that the statute would “award damages without regard to whether the individual has ever suffered damages” and that “a simple typographical error could give rise to litigation and minimum damages . . . though no actual damage has occurred to the consumer.” (*Yeh, supra*, 117 Cal.App.5th at p. 1320 [quoting legislative history].) The Legislature found those complaints unpersuasive, opting for strict liability with a minimum remedy.

Over time, ICRAA's original remedies proved to be insufficient. In 1998, the Legislature both expanded the types of data covered by the statute and increased the minimum remedy to \$2,500. (*See Slip Op.* at p. 14.) The minimum remedy was increased because “[t]he existing penalty of \$300 [wa]s not a sufficient incentive” to comply with ICRAA's requirements. (Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Sen. Bill No. 1454 (1997–1998 Reg. Sess.), as amended May 12, 1998, p. 6.) In 2001, the Legislature again “increase[d] the

penalties for violations,” raising the minimum to the current \$10,000. (Stats. 2001, ch. 354, § 18.)

**B. Ms. Parsonage Brings Suit Against Walmart Under ICRAA.**

In June 2018, Tina Parsonage applied for a job with Walmart. (Slip Op. at p. 4.) Ms. Parsonage was offered a position as a sales associate contingent on passing a background check. (*Ibid.*) She electronically viewed and acknowledged a “Background Report Disclosure” and electronically signed a “Background Report Authorization Form” authorizing Walmart to order an investigative consumer report on Ms. Parsonage. (Slip Op. at pp. 4-5.)

The Background Report Disclosure was 14 pages long, with the “California Disclosure” beginning on page 9. (Slip Op. at p. 5.) The California Disclosure stated, in part, “Wal-Mart will order an investigative consumer report on you in connection with your employment application,” and then listed six consumer reporting agencies, along with their contact information and websites. (*Ibid.*; see CR 68.) Above the list, the disclosure provided a phone number applicants could call “to find out which [consumer reporting agency] we used from the list.” (Slip Op. at p. 5; CR 68.)

The resulting investigative consumer report obtained by Walmart included inaccurate information about Ms. Parsonage. Specifically, it falsely stated that she had been twice charged with and once convicted of driving a commercial vehicle with a suspended license when the offences in fact involved a non-commercial vehicle. (Slip Op. at p. 7.) Despite the negative, incorrect information included in her background report, Ms. Parsonage was hired by Walmart. (*Ibid.*)

Ms. Parsonage sued Walmart under ICRAA, alleging that it violated the statute's requirements to, before obtaining the report, provide the consumer with clear and conspicuous disclosures "in a document that consists solely of the disclosure," including the name and contact information for the consumer reporting agency conducting the investigation. (Slip Op. at pp. 3, 6.) She also alleged Walmart violated the statute by not including a checkbox to request a copy of the report and did not provide the furnishing investigative agency with the required certificate of compliance before procuring the report. (Slip Op. at p. 6.) She sought statutory damages of \$10,000 for each ICRAA violation, or actual damages, whichever is greater. (*Ibid.*)

Walmart moved for summary judgment on the basis that Ms. Parsonage lacked standing to bring her claims, arguing that she did not suffer any injury from Walmart’s “technical violations” of the statute because she was hired by Walmart. (Slip Op. at p. 7.) Ms. Parsonage contended that she need not show any injury beyond the statutory violation, or, if some showing of additional harm was required, she was harmed because the report was erroneous and Walmart failed to disclose the investigating agency, making it difficult to correct an error that could have negative consequences in other contexts. (Slip Op. at pp. 7-8.)

The superior court agreed with Walmart, holding that Ms. Parsonage needed to have suffered an injury beyond the statutory violation to sue under ICRAA and had not suffered an additional injury. (Slip Op. at p. 8; CR 299-301.) Ms. Parsonage appealed.

**C. The Fourth District Joins the Second District in Holding that a Plaintiff Need Not Plead Actual Damages to Sue Under ICRAA.**

While Ms. Parsonage’s appeal was pending, the Second District Court of Appeals issued a decision addressing the same issue: “Whether plaintiffs have standing to bring claims under

[ICRAA] even if they have not suffered any actual damages.”

(*Yeh, supra*, 117 Cal.App.5th at pp. 1308-1309.)<sup>2</sup> *Yeh* answered in the affirmative, holding that “ICRAA permits those who experience a violation of their rights to recover \$10,000 without proving concrete injuries.” (*Yeh, supra*, Cal.App.5th at p. 1309.)

*Yeh* acknowledged that, to have standing to bring an action in a California court, “the plaintiff must be able to allege injury—that is, some invasion of the plaintiffs’ legally protected interests.” (*Yeh, supra*, 117 Cal.App.5th at p. at 1313 [quoting *Angelucci v. Century Supper Club* (2007) 41 Cal.4th 160, 175].)

“When, as here, a cause of action is based on statute, standing rests on the provision’s language, its underlying purpose, and the legislative intent.” (*Ibid.* [quoting *Kim v. Reins Int’l Cal., Inc.* (2020) 9 Cal.5th 73, 83].) *Yeh* explained that statutory schemes often “confer standing absent a showing of concrete injury by authorizing recovery of civil penalties or statutory damages.”

(*Yeh, supra*, 117 Cal.App.5th at p. 1314; *see Yeh, supra*, 117 Cal.App.5th at pp. 1314-1316 [collecting and describing cases].)

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<sup>2</sup> Unless otherwise indicated, all internal citations and quotation marks are omitted in quotations in this Answer.

The Second District determined that a plaintiff need not plead a heightened injury, such as actual damages, resulting from ICRAA violations to have standing to sue under the statute. (*Yeh, supra*, 117 Cal.App.5th at p. 1317.) *Yeh* reached that conclusion by looking to the statute’s plain language, which contains the disjunctive “or,” indicating that the legislature intended the \$10,000 recovery to be an alternative to actual damages. (*Yeh, supra*, 117 Cal.App.5th at p. 1318.) Further, “had the Legislature intended to limit standing to plaintiffs who had sustained actual damages, it could have done so,” as it has in numerous other statutes. (*Yeh, supra*, 117 Cal.App.5th at p. 1319 [quoting *Chai v. Velocity Investments, LLC* (2025) 108 Cal.App.5th 1030, 1040].) Instead, *Yeh* understood the \$10,000 minimum to be “punitive and untethered to actual injury”—that is, that it is designed as a penalty for illegal conduct, not just compensation for harm. (*Yeh, supra*, Cal.App.5th at p. 1317.)

The Second District explained that its interpretation of ICRAA’s language was both consistent with the statute’s legislative history (*Yeh, supra*, 117 Cal.App.5th at pp. 1319-1320) and the only other court in any jurisdiction to have examined a similar question (*Yeh, supra*, 117 Cal.App.5th at p. 1318 [citing

*Diaz v. Fist Advantage Grp.* (C.D. Cal. July 17, 2006) 2006 WL 8428091, at \*3].)

*Yeh* expressly addressed the lead California appellate decision holding that FCRA requires a plaintiff to plead actual damages to have standing to sue under that statute, *Limon v. Circle K Stores, Inc.* (2022) 84 Cal.App.5th 671, and declined to reach the same conclusion with regard to ICRAA. (*Yeh, supra*, 117 Cal.App.5th at pp. 1321-1323.) While the court did question the way *Limon* conducted its statutory interpretation, it explained that, more fundamentally, FCRA and ICRAA are two different statutes, with salient differences in text, purpose, language, and available remedies. (*Yeh, supra*, 117 Cal.App.5th at pp. 1322-1323.) Indeed, “ICRAA was specifically designed to fill the consumer-protection gaps left by the FCRA and empower consumers.” (*Yeh, supra*, 117 Cal.App.5th at p. 1323.) As such, there was no reason to interpret differing language across the two statutes as identical.

2. A few weeks later, the Fourth District issued its decision in this case, reaching the same conclusion in *Yeh* for the same reasons. Like *Yeh*, the Fourth District relied on California Supreme Court precedent explaining that “where a cause of

action is based on a California statute, standing is a matter of statutory interpretation.” (Slip Op. at p. 9 [quoting *Adolph v. Uber Techs. Inc.* (2023) 14 Cal.5th 1104, 1120]; see Slip Op. at pp. 8-9 [also citing *Kim* and *Angelucci*].)

Turning to ICRAA’s text, the court below pointed out that the statute provides that a “user of information that fails to comply with any requirement under this title with respect to an investigative consumer report is liable to the consumer,” stressing the “is liable” language. (Slip Op. at p. 17 [quoting Civ. Code § 1786.50, subd. (a)(1)].) The court reasoned that nothing else in the remedies provision imposes “any additional standing requirement, such as a showing of actual damages or injury.” (Slip Op. at p. 18.) Instead, the court stressed, it provides for either actual damages *or* \$10,000, making clear a remedy is available without a demonstration of actual damages. (Slip Op. at pp. 18-19.) And as in *Yeh*, the Fourth District found that its interpretation of the statutory text was consistent with the intent apparent from the legislative history: “to incentivize consumer reporting agencies to comply with ICRAA, to penalize noncompliance, and to make it worthwhile for consumers to sue for noncompliance.” (Slip Op. at p. 22.)

The court below also expressly declined to assume that the California legislature intended to give ICRAA's remedies provision the same meaning as FCRA's. The two statutes use different language, and precisely because the legislature enacted ICRAA with FCRA in mind, the court found that the differences in text were "significant." (Slip Op. at p. 20.) And, as in *Yeh*, the court below noted that it made sense for ICRAA to provide broader remedies than FCRA because "ICRAA was intended to remedy the shortcomings of . . . FCRA, not duplicate them." (Slip Op. at p. 23.) As such, "like the *Yeh* court," the Fourth District did "not find the analogy to the FCRA dispositive," and declined to impose *Limon*'s interpretation of FCRA on ICRAA. (Slip Op. at pp. 26-28.)

The court below did part ways with *Limon* and a follow-on case, *Muha v. Experian Information Solutions, Inc.* (2024) 106 Cal App.5th 199, as to whether the default standing rule in California is the beneficial interest test, which includes a heightened injury-in-fact requirement. (Slip Op. at pp. 28-30.) Here, Walmart's view is that "the beneficial interest test was not necessary to the conclusion in either" *Parsonage* or *Limon* and is

not asking this Court to address the beneficial interest test. (Pet. at p. 26 fn.5.)

## **ARGUMENT**

### **There Is No Conflict on Walmart's Issues Presented.**

There is no split of authority on either of Walmart's issues presented, and it has offered no other basis for this Court's review. As to its first question—whether ICRAA requires a plaintiff to plead an injury beyond the statutory violation to have standing to sue under the statute—every court to have addressed the question agrees: ICRAA requires no additional injury or actual damages. As to the second question, Walmart's imagined split relies on a misreading of the decision below. The court did not confine its analysis of the statutory requirements for standing to ICRAA's "is liable" language. Instead, the court, as it must and as other courts do, reviewed the statutory language as a whole, and after reviewing it as a whole, determined that pleading a statutory violation is sufficient for standing under ICRAA. For that reason, the Court need not review that issue either.

**A. Under California Law, Courts Look to the Text of Statutes to Determine What Is Required for Standing.**

Where a plaintiff brings a statutory claim, standing in California court is a question of ordinary statutory interpretation. That is because, unlike in federal court, there is no constitutional standing injury-in-fact requirement in California. (*See Weatherford v. City of San Rafael* (2017) 2 Cal.5th 1241, 1247-1248; *Grosset v. Wenaas* (2008) 42 Cal.4th 1100, 1117 fn. 13.) Ordinarily, “in order to have standing, the plaintiff must be able to allege injury—that is, some invasion of a legally protected interest.” (*Angelucci, supra*, 41 Cal.4th at p. 175.) In other words, “if the statement of a cause of action shows an invasion of the plaintiff’s legally protected interests,”—such as an invasion of their statutory rights—“nothing further is required.” (5 Witkin, Cal. Procedure (6th ed. 2025) Pleading, § 906.)<sup>3</sup>

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<sup>3</sup> Walmart’s issue presented uses the term “injury.” (Pet. at p. 7.) “Injury” for standing purposes means “some invasion of the plaintiff’s legally protected interests,” including that they were a victim of a statutory violation. (*Angelucci, supra*, 41 Cal.4th at p. 175.) Here, there is no dispute that a plaintiff must plead such an injury to have standing under ICRAA—a plaintiff must, as Ms. Parsonage did here, plead that their legally protected rights under ICRAA were violated. (Slip Op. at p. 17.) Given the lack of

“Where, as here, a cause of action is based on a state statute, standing is a matter of statutory interpretation.” (*Adolph, supra*, 14 Cal.5th at p. 1120. *See also Kim, supra*, 9 Cal.5th at p. 83 [“When, as here, a cause of action is based on statute, standing rests on the provision’s language, its underlying purpose, and the legislative intent.”].) In interpreting statutes to determine the requirements for standing, a court “examine[s] the ordinary meaning of the statutory language, the text of related provisions, and the overarching structure of the statutory scheme.” (*Weatherford, supra*, 2 Cal.5th at p. 1246.) In short, this Court has consistently made clear that, in the context of a statutory claim, standing is entirely determined by looking to the statute.

While seeming, on one hand, to recognize that standing is governed by statute, Walmart also references a separate “baseline injury requirement.” (Pet. at p. 14.) But it cites no authority from this Court for the proposition that, in the context of a statutory claim, courts should look to or start from any

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dispute as to “injury,” this Answer understands Walmart’s issue presented to be asking whether an injury beyond a violation of a plaintiff’s statutory rights is required.

standing standard other than the statute itself. Indeed, any analysis other than ordinary statutory interpretation would run contrary to what this Court has said is the correct analysis. (See *Adolph, supra*, 14 Cal.5th at p. 1120; *Kim, supra*, 9 Cal.5th at p. 85 [declining to add standing requirements not explicit in the statute, explaining, “we are careful not to add requirements to those already supplied by the Legislature”]; *Angelucci, supra*, 41 Cal.4th at p. 175.) At any rate, Walmart does not ask this Court to review that question—only the question as to what is required for ICRAA standing.

**B. There Is No Division of Authority on What Is Required for ICRAA Standing.**

Both California courts of appeals to have addressed the question have held that ICRAA does not require a plaintiff to plead an injury beyond a violation of their statutory rights to have standing to bring an ICRAA claim. (*Yeh, supra*, 117 Cal.App. 5th at pp. 1317-1319; Slip Op. at p. 2.) They reached that conclusion based on their analysis of the statutory text and found that the purpose of the statute and its legislative history were consistent with that interpretation. (*Yeh, supra*, 117 Cal.App.5th at pp. 1319-1321; Slip Op. at pp. 21-24.) There is no

arguable disagreement among courts over the injury requirements under ICRAA, and this Court’s review is not warranted for that reason alone.<sup>4</sup>

According to Walmart, *Yeh* and *Parsonage* created a split of authority with two decisions—*Limon* and *Muha*—that analyzed standing requirements under FCRA and concluded that FCRA requires plaintiffs to plead actual damages, not just statutory violations, to have standing to bring their claims. (Pet. at p. 8.) But FCRA is a different statute than ICRAA, with a different remedies provision, a different structure, and a different statutory history. *Yeh* and *Parsonage*’s conclusions about standing under ICRAA do not constitute a division of authority with *Limon* and *Muha*’s conclusions about standing under FCRA.

Indeed, the analyses of those cases turned on elements specific to each statute and are not inconsistent. FCRA, in relevant part, provides that a person who willfully fails to comply with the statute with regard to a consumer “is liable to that

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<sup>4</sup> The only other court to have addressed the question—a federal district court—reached the same conclusion, too, albeit not in context of jurisdictional standing. (*See Diaz, supra*, 2006 WL 8428091, at p. \*4 [“[T]he Court does not believe that actual damages must be shown to be awarded the statutory amount.”].)

consumer” for “any actual damages sustained by the consumer as a result of the failure or *damages* of not less than \$100 and not more than \$1,000.” (15 U.S.C. § 1681n, subd. (a)(1)(A) [emphasis added].) *Limon* found it dispositive that the alternative remedies clause providing for an award between \$100 and \$1,000 described that award as “damages.” (See *Limon*, *supra*, 84 Cal.App.5th at pp. 700-701.) It contrasted the use of “damages” in that section with the use of “penalties” elsewhere in the statute, (see 15 U.S.C. § 1681s, subd. (a)(2)(A)), concluding that the deliberate use of “damages” indicated that Congress intended to require the plaintiff suffer actual damages to recover the statutory remedy, (*Limon*, *supra*, 84 Cal.App.5th at pp. 700-701.)

ICRAA, in contrast, provides that a person who fails to comply with the statute’s requirements “is liable to the consumer who is the subject of the report” for “[a]ny actual damages sustained by the consumer as a result of the failure or, except in the case of class actions, ten thousand dollars (\$10,000), whichever sum is greater.” (Civ. Code § 1786.50, subd. (a)(1).) Unlike FCRA, ICRAA does not describe the statutory minimum of \$10,000 as “damages”—a difference that, given *Limon*’s

analysis, would have presumably been material to the *Limon* court.<sup>5</sup>

Indeed, that difference—the lack of “damages” following the “or”—was key to the court below reaching a different conclusion as to ICRAA than *Limon* reached as to FCRA. It explained that because of the close relationship between FCRA and ICRAA, “the Legislature’s omission of any similar modifying language in ICRAA’s \$10,000 remedy requiring ‘damages’ is significant.” (Slip Op. at p. 20.) The decision went on to make clear that “the different text used ICRAA’s remedies provision persuades us that the Legislature intended ICRAA to provide more stringent consumer protections than the FCRA and to serve as a deterrent. It specifically was enacted to correct shortcomings of the FCRA, including the requirement of proving actual damages.” (Slip Op. at p. 27.) The decision below did not take issue with *Limon*’s interpretation of FCRA.

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<sup>5</sup> The other FCRA case, *Muha*, *supra*, 106 Cal.App.5th at p. 207, followed *Limon* without conducting any independent analysis of FCRA’s text. *Muha*’s holding appears to primarily rest on its application of the beneficial interest test’s injury-in-fact requirement, (*Muha*, *supra*, 106 Cal.App.5th at pp. 207-210), which Walmart has expressly said this Court need not review, (Pet. at p. 26 fn.5).

While *Yeh* placed less emphasis on the ICRAA’s use or not of the word “damages,” the decision looked to other differences between the text, structure, and purpose of FCRA and ICRAA. *Yeh* explained that while, as *Limon* held, “Congress may have sought to approximate actual damages though the FCRA’s range of \$100 to \$1,000, that does not appear to be the case for ICRAA since ICRAA’s mandatory recovery is ten times more than FCRA’s maximum.” (*Yeh, supra*, 117 Cal.App.5th at p. 1323.) *Yeh* found differences in emphasis in the statute’s purpose and stressed that “the ICRAA was specifically designed to fill the consumer-protection gaps left by the FCRA.” (*Ibid.*) Nowhere in *Yeh* did the court purport to disagree with *Limon*’s conclusion about FCRA’s standing requirements.

In short, the courts’ differing conclusions as to whether a plaintiff must plead an injury beyond the statutory violation—i.e, actual damages—under FCRA and ICRAA are rooted in the differences between those statutes, and those cases’ statutory interpretations do not present a conflict worthy of this Court’s review.

In trying to nevertheless present a split, Walmart glosses over the courts’ careful cataloging of the distinctions between

the statutes by pointing to the similar broad goals of ICRAA and FCRA and some similarities in the statutory text. (Pet. at pp. 15-21, 23-24.) It is true, broadly speaking, that ICRAA and FCRA were both enacted to protect consumer privacy and regulate employers' use of background checks. (*See* Pet. at pp. 15-16.) And it is true that some of the statutory requirements were designed to operate similarly. But, as already explained, it has *never* been true that the California legislature intended ICRAA to be identical to FCRA: On the contrary, ICRAA was enacted precisely to make up for FCRA's shortcomings.

Most relevant here, ICRAA was enacted in part to provide for more expansive relief and stronger enforcement mechanisms than FCRA. It provided a statutory minimum remedy at a time when FCRA provided for only actual damages. (*See* Slip Op. at pp. 21-23 [discussing legislative history].) And while FCRA did and still does only allow for liability where the violations are negligent or willful (15 U.S.C. § 1681n [providing for actual damages or statutory remedies for willful violations]; 15 U.S.C. § 1681o [providing for actual damages for negligent violations]) reporting agencies are strictly liable for ICRAA violations—the legislature considered and rejected mirroring FCRA's

requirement that reporting agencies' violations be at least negligent (Conf. Amend. to Assem. Bill No. 601 (1975-1976 Reg. Sess.) Sept. 12, 1975). FCRA did later add the alternative \$100 to \$1,000 damages provision, but ICRAA continued to stay steps ahead, increasing its minimum remedies to \$2,500, and, later, \$10,000—without importing FCRA's negligence or willful requirement or use of the word “damages” to describe its minimum remedy. (*See* Slip Op. at p. 20 [discussing legislative history and contrasting ICRAA with FCRA].) In short, the California legislature deliberately departed from the FCRA in certain ways—and those departures are reflected in the text of the statute—but Walmart is asking this Court to decide the statutes' standing requirements are nevertheless identical.<sup>6</sup>

In support of its ask, Walmart makes much hay of its view that both statutes' minimum remedy provisions were designed to

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<sup>6</sup> In contrast, the remedies scheme in CCRAA—ICRAA's sister statute—more closely aligns with FCRA's: It provides for actual damages in the case of negligent violations and actual damages plus punitive damages between \$100 and \$5,000 for willful violations. (Civ. Code § 1785.31, subd. (a).) And, CCRAA is explicit that remedies are available only to a consumer who “suffers damages.” (*Ibid.*) The California legislature's deliberate decision to construct a different scheme in ICRAA must be honored.

allow for remedies where plaintiffs suffered actual damages that were difficult to quantify. (Pet. at p. 17.) In other words, that both schemes were designed to provide compensatory damages, and not constitute penalties for statutory violations. (Pet. at pp. 19-20, 23-24.) But in doing so, it entirely ignores the portions of ICRAA’s legislative history that expressly refer to the minimum remedy as a “penalty” necessary to deter reporting agencies from violating the statute’s requirements—indicating that the legislature intended ICRAA’s remedies to do more than just compensate victims. (See Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Sen. Bill No. 1454 (1997-1998 Reg. Sess.), as amended May 12, 1998, p. 6 [discussing “[t]he existing penalty” as insufficient to deter violations]; Stats. 2001, ch. 354, § 18 [“increase[ing] the penalties for violations” from \$2,500 to \$10,000].) Walmart’s view that the legislative history of ICRAA indicates the Legislature exclusively viewed the minimum remedies as compensatory damages is demonstrably incorrect.

Walmart’s remaining argument—that *Yeh* and the decision below interpreted ICRAA to provide for public interest standing—is at odds with the text of those decisions. (See Pet. at

pp. 21-23.) Neither relied on any public interest exception to the rule that a party must have “a sufficient interest in the subject matter of the dispute to press their case with vigor” (*Kim, supra*, 9 Cal. 5th at p. 83) or that “the plaintiff must be able to allege injury—that is, some invasion of the plaintiff’s legally protected interest” (*Angelucci, supra*, 41 Cal.4th at p. 175).

Rather, both cases concluded that the plaintiffs had alleged a violation of *their* legally protected interests under the statute. (Slip Op. at p. 17 [explaining that “Wal-Mart invaded [Ms. Parsonage’s] legally protected interest by” violating her statutory rights]; *Yeh, supra*, 117 Cal.App.5th at p. 1320 [holding that “plaintiffs whose ICRAA rights are violated have standing to sue”].) That is, the plaintiffs in both cases are hardly random members of the public untethered to the harm the statute is designed to address: They are the very consumers whose ICRAA rights were violated by the defendants. In *Yeh*, the defendant landlord allegedly failed to provide required information and disclosures to the rental applicant plaintiffs as part of *their* rental application process. (*Yeh, supra*, 117 Cal.App.5th at pp. 1309-1310.) And here, Ms. Parsonage alleges that Walmart failed to comply with ICRAA’s disclosure requirements as part of *her*

application for employment with Walmart. (Slip Op. at pp. 4-6.) The text of ICRAA confirms the plaintiffs in both cases—“the consumer who is the subject of the report”—are the specific parties to whom reporting agencies who violate the statute are liable. (Civ. Code § 1786.50, subd. (a).) There was no reason for either case to reach the question whether there is public interest standing under ICRAA, and they did not.

**C. Walmart’s Second Issue Presented Depends on a Misrepresentation of the Decision Below.**

Review on Walmart’s second issue presented is similarly unwarranted. The premise of Walmart’s second issue is that the decision below began and ended its analysis of standing under the statute with its consideration of ICRAA’s provision specifying that a reporting agency that violates the statute “is liable” to the consumer involved. (Pet. at p. 25.) But even upon quick review of the decision, it is evident that Walmart misrepresents the decision, and the court below considered the statute as a whole in determining that pleading a statutory violation is sufficient under ICRAA. (Slip Op. at pp. 18-23 [considering whether other portions of ICRAA’s text indicate that a heightened injury is required].)

Indeed, as it must, the court of appeals considered the “ordinary meaning of the statutory language, the text of related provisions, and the overarching structure of the statutory scheme.” (*Weatherford, supra*, 2 Cal.5th at p. 1246.) Walmart does not contend there is any split of authority on that issue, and there is none. (See, e.g., *Adolph, supra*, 14 Cal.5th at p. 1120; *Kim, supra*, 9 Cal.5th at p. 83; *Limon, supra*, 84 Cal.App 5th at pp. 700-703 [evaluating the text of FCRA to determine requirements for standing].)

As part of its analysis of the statute as a whole, the court below was correct to take into account ICRAA’s language stating that a reporting agency “is liable” to a consumer for violations of the statute in determining whether the statute requires a plaintiff to plead an injury beyond a statutory violation. As the court of appeals pointed out, that terminology is significant because the Legislature can and does use different language in other statutes to indicate that additional injury is required. (Slip Op. at p. 20.) Particularly salient here, ICRAA’s sister statute governing consumer credit reports, CCRAA, provides that “[a]ny consumer who suffers damages as a result of a violation of this title” may bring an action. (Civ. Code § 1785.31, subd. (a).) By

that language, the legislature made clear in CCRAA that a consumer must plead actual damages, and, as the court below explained, the legislature made a deliberately different choice with regard to ICRAA. (Slip Op. at pp. 19-20.)

FRCA uses the same “is liable” framework as ICRAA, (*see* Pet. at p. 26), but that does not create a split with *Limon*, as Walmart claims. That’s because the court below did not end its analysis with the “is liable” language—as already pointed out, it went on to analyze the remaining text of the remedies provision to determine whether any other part of the statute indicated a plaintiff must plead an injury beyond a statutory violation. (Slip Op. at pp. 18-23.) And there, it found meaningful differences between the texts of ICRAA and FCRA. In particular, as already explained, the decision found significant that the California legislature declined to use “damages” to describe the minimum remedy, as FCRA does. (Slip Op. at p. 20.)

\* \* \*

There is no division of authority on either of Walmart’s issues presented. Both courts of appeals to have considered the question have held that a plaintiff need only plead a statutory violation to have standing under ICRAA, and Walmart’s reasons

for equating ICRAA's standing requirements with FCRA fall flat: The statutes use differing text reflecting differing legislative purposes and priorities. And it is particularly inappropriate to accept Walmart's invitation to interpret them identically when the California Legislature enacted ICRAA precisely to improve upon FCRA's shortcomings in enforcement. Walmart's attempt, with its second issue presented, to manufacture a split by ignoring pages of the court of appeals' statutory analysis likewise fails. There simply is no split. Walmart has offered no other basis for this Court's review, and there is none. The court below conducted exactly the exercise this Court has instructed courts to do in determining what a plaintiff must plead to have standing to bring their claim: a thorough analysis of "the provision's language, its underlying purpose, and the legislative intent." (*Kim, supra*, 9 Cal.5th at p. 83.) The able application of this Court's settled precedent does not warrant review.

## **CONCLUSION**

This Court should deny the petition.

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## **CERTIFICATE OF COMPLIANCE**

I certify that, pursuant to California Rule of Court 8.504(d)(1), the attached brief contains 6,333 words, not including the tables of contents and authorities, the caption page, signature blocks, the verification, or this certification page, as counted by the word processing program used to generate it.

April 6, 2026

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**STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

I am employed in the county of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is 4603 Mission Boulevard, Suite 220, San Diego, California 92109.

On **April 6, 2026**, I served true copies of the following document(s) described as: **ANSWER TO PETITION FOR REVIEW** on interested parties in this action to:

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**X** **BY ELECTRONIC SERVICE:** I caused such documents to be served via e-mail to the below email addresses through TrueFiling.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 6, 2026 at San Diego, California.

*/s/ Joe Virgilio*

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