

consumer PII would never be sold and yet, through the Motion, the Debtors seek to do the exact opposite of what they promised. The State of Texas respectfully asserts that pursuant to 11 U.S.C. § 363(b)(1)(B)(ii), such sale is impermissible because it violates applicable non-bankruptcy law – namely, the Texas Deceptive Trade Practices Act and, on information and belief, consumer protection laws in other jurisdictions. In support of this limited objection, the State of Texas would respectfully show as follows:

I. DISCUSSION

1. The Motion seeks to sell numerous assets as detailed more specifically in the Asset Purchase Agreement (“APA”) and the schedules purportedly included therewith.

2. Section 2.1 of the APA outlines the assets being sold. Subsection (h) provides that all “Documents” are being sold. In turn, Section 1.1 defines “Documents” to include, *inter alia*, “customer lists and other customer-related information”.

3. In communications, with Debtors’ counsel, Debtors’ counsel has explained that the consumer information contemplated by Subsection (h) includes consumer names, phone numbers, mailing addresses, e-mail addresses, and, where allowed, activity data.

4. Earlier today, March 20, 2015 the State of Texas took the 30(b)(6) deposition of two witnesses of the Debtors. The deposition was attended by the undersigned as well as the Consumer Privacy Ombudsman.

5. While the witnesses were amicable and cooperative, they was unable to answer many of the questions related to the acquisition and retention of PII. Through the deposition, the State of Texas did learn that the Debtors intend to sell the PII of 117 million consumers.

6. The Debtors currently maintain separate privacy policies for their web-platform and their in-store locations. All versions of their privacy policy contain an unequivocal provision that consumer PII will not be sold.

7. First, the Debtors' online privacy, which was in effect on the petition date, prohibited the selling of PII by providing in pertinent part:

We will not sell or rent your personally identifiable information to anyone at any time.

See Affidavit of Elizabeth A. Martin, attached as Exhibit A (emphasis added).

8. Additionally, the online privacy policy gives further assurances that:

- Information about you specifically will not be used for any purpose other than to carry out the services you requested from RadioShack and its affiliates. All of our affiliates have agreed to maintain the security and confidentiality of the information we provide to them.

...

- We will not use any personal information beyond what is necessary to assist us in delivering to you the services you have requested.

*Id.*⁵

9. The State of Texas has been provided through discovery two versions of the relevant in-store placard/signage. One version provides in pertinent part:

**Protecting Customer Information
At RadioShack, we respect your privacy. We do not sell our mailing list.**

The information you give us is treated with discretion and respect. We pride ourselves on not selling our private mailing list. From time to time, we may send you information from our company or from

⁵ Any argument that the subsequent provisions of the web-platform privacy policy permit a sale should be rejected. This privacy policy permits the Debtors to send information in certain circumstances unless the consumers opt-out. Even if such provisions could be read to permit a sale, the State of Texas asserts that such provisions create an ambiguity in the interpretation of the privacy policy. Pursuant to established principles, any ambiguity should be construed against the party that drafted the privacy policy – in case the Debtors. *See, e.g.,* Kaiser Aluminum Corp. v. Matheson, 681 A. 2d 392, 398 (Del. 1996) (citing RESTATEMENT (SECOND) OF CONTRACTS § 206 (1981)); *see also* ARTHUR L. CORBIN, ET AL., CORBIN ON CONTRACTS § 559, supp. at 337 (1960 & Supp. 1996) (“imposed as a matter of public policy as a penalty for bad draftsmanship”).

select, responsible companies that have joined with RadioShack to bring you special offers.

If you no longer wish to receive offers and information, please call us at 1-800-843-7422 or visit us at www.RadioShack.com.

See Copy of In-Store Placard attached hereto as Exhibit B (emphasis in original).

10. The second version, which is substantially identical, provides in pertinent part:

We Respect Your Privacy
We Do Not Sell Our Mailing List

The information you give us is treated with discretion and respect. We pride ourselves on not selling our private mailing list. From time to time, we may send you information from our company or from select, responsible companies that may join with RadioShack to bring you special offers.

See In-Store Signage attached hereto as Exhibit C (emphasis in original).

11. Therefore, the Debtors have affirmatively stated in multiple privacy policies currently in effect that consumer PII will never be sold. Yet the Debtors come before this Court with a Motion which seeks to do precisely that. The State of Texas asserts that such an action is impermissible under 11 U.S.C. § 363(b)(1)(B)(ii) because it violates applicable non-bankruptcy law – namely, the Texas Deceptive Trade Practices Act (TEX. BUS. & COMM. CODE § 17.41 *et seq.*) (“DTPA”).

12. 11 U.S.C. § 363(b)(1) provides:

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless--
(A) such sale or such lease is consistent with such policy; or
(B) after appointment of a consumer privacy ombudsman in accordance with section 332, and after notice and a hearing, the court approves such sale or such lease--

- (i) giving due consideration to the facts, circumstances, and conditions of such sale or such lease; and
- (ii) finding that no showing was made that such sale or such lease would violate applicable nonbankruptcy law.

11 U.S.C. § 363(b)(1) (2012).

13. Therefore, Section 363(b)(1)(B)(ii) requires that if a proposed sale of PII is not consistent with the Debtors' privacy policy, as is the case here, that before such sale may be permitted, the Court must make a finding that no applicable nonbankruptcy law will be violated by the sale.

14. Section 17.44 of the DTPA provides in pertinent part:

This subchapter shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against false, misleading, and deceptive business practices, unconscionable actions, and breaches of warranty and to provide efficient and economical procedures to secure such protection.

TEX. BUS. & COM. CODE § 17.46 (West 2014).

15. Section 17.46(a) provides: "(a) False, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division." *Id.*

16. Further, Section 17.46(b)(5) provides that it is a false, misleading or deceptive act or practices to "represent that goods or services have...characteristics...benefits...which they do not have"

17. Because the Debtors' current privacy policies clearly prohibit the sale of PII, any effort now to sell such PII may only be seen as a "false, misleading, and deceptive business practice" such that it violates applicable nonbankruptcy law in contravention of Section 363(b)(1)(B)(ii).

18. Therefore, the State of Texas respectfully objects to the sale of any of the PII in the Debtors' possession. Further, on information and belief, such sale would similarly violate consumer protection laws in other jurisdictions.

19. The State of Texas also respectfully requests that any buyer be required to allocate a separate price for PII so that in the event the Court should sustain the State of Texas's objection, such ruling would not undermine the sale of the Debtors' other assets.

20. Because this objection is being filed prior to the auction, bidders are now on notice of this challenge to the sale of PII and can and should allocate their purchase price so that the sale of remaining assets is not otherwise impacted.

II. CONCLUSION

21. WHEREFORE, the State of Texas objects to the sale of any PII and further respectfully requests that any buyer be required allocate a separate price for PII. The State of Texas requests such further relief as may be just and equitable.

RESPECTFULLY SUBMITTED,

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Attorney General of Texas

CHARLES E. ROY
First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

RONALD R. DEL VENTO
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/s/ Hal F. Morris
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ATTORNEYS FOR THE STATE OF TEXAS

CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2015, a true and correct copy of the foregoing was served by the Court's Electronic Filing System on all parties requesting notice in this proceeding. Additionally, service of the foregoing was made on the following parties by Federal Express.

Elise S. Frejka, Esq.
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Houston, TX 77002
Counsel for the Debtors

/s/ Hal F. Morris
Hal F. Morris

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
RADIOSHACK CORPORATION, <i>et al.</i> , ¹)	Case No. 15-10197-KJC
Debtors.)	(Jointly Administered)

AFFIDAVIT OF ELIZABETH A. MARTIN

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

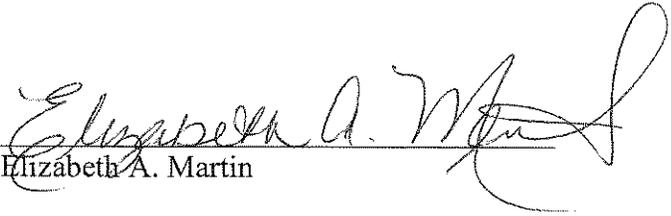
I, Elizabeth A. Martin, hereby make this declaration:

1. I am over 18 years of age, of sound mind, and competent to make this declaration. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I serve as a Legal Assistant with the Texas Attorney General’s Office assigned to the Bankruptcy Regulatory Section. In that capacity, I state the following:
3. I have firsthand knowledge of the facts stated herein and I have reviewed the privacy policy attached to this affidavit.
4. On February 9, 2015, I accessed information on RadioShack Corporation’s website located at www.radioshack.com and followed the link entitled “Privacy Policy”.

¹ The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7710); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSignite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); and TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

EXHIBIT
A

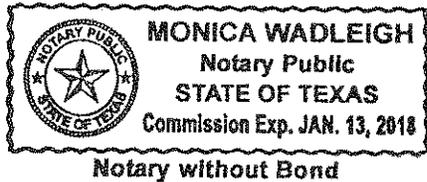
5. Attached is a true and correct copy of the "Privacy Policy" of as of February 9, 2015.
6. I declare under penalty of perjury that the foregoing is true and correct.
7. Further Affiant sayeth not.


Elizabeth A. Martin

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth A. Martin, who being duly sworn, upon her oath states that she has personal knowledge of the facts set forth in the forgoing affidavit and is duly authorized to make such affidavit, and that all the facts stated herein are true and correct.

SUBSCRIBED AND SWORN TO before me this 9th day of February, 2015.




Notary Public in and for the State of Texas

FREE SHIPPING OVER \$25

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STORE FINDER

ESPAÑOL

MY ACCOUNT; SIGN IN

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Online Privacy Policy

The following Privacy Policy applies only to the RadioShack.com web site and information provided by you or otherwise collected online through RadioShack.com. For the privacy policies applicable to information collected in our stores or by other means, see the sign posted in stores titled, "We Value Our Relationship."

We are concerned about privacy

Your privacy is very important to us. RadioShack respects and protects the privacy of its visitors. In this document, we explain how we use the information you supply us. If we update our privacy policy, all revisions will be posted on this page. We reserve the right to change the privacy policy at any time.

Information collection and use

Two types of information may be collected when you visit our web site, information that you knowingly provide us (called personally identifiable information), and information that is obtained from your visit but is not directly associated with you (called non-personally identifiable information).

Personally identifiable information

Personally identifiable information may include information that you provide to us by requesting information, when registering for special offers or programs or when you purchase products online. This may include your name, address (including billing and shipping addresses), telephone number, e-mail address, organization, city, state and zip code. We may use this information, to process and ship orders, to contact you about the status of your order, to contact you with answers to your questions, or to provide information about new and exciting products, services, promotions and corporate-related information. We may use mailings, telephone calls and e-mail to contact you.

You also may create an account through RadioShack.com at any time by providing your email address and creating a unique password. An account is not required to visit our site or to place an order through RadioShack.com. Creating an account allows you to save order information, order history, track the status of your orders and set your ordering preferences. For your privacy and security, we do not store credit card or Gift Card numbers in your account. You may change saved account information at anytime. Simply visit the Your Account page, log in with your email address and password.

For those customers who purchase products from us online, additional personally identifiable information such as credit card information will be collected. This information is collected in order to process your order.

For those customers who register for special email offerings, we may use the zip code you provided to email special offers that apply only to your area.

We are committed to the protection of the privacy of our customers and visitors. While in the checkout process of our online store, we make use of 128 bit encryption via digital IDs provided and certified by VeriSign, Inc. These IDs enable our commerce site to conduct authenticated, strongly encrypted online commerce. Customers can submit credit card numbers or other personal information to our site with the assurance that they are doing business with us (not an impostor's "spoof" of our site) and that the information which they are sending to us cannot be intercepted or decrypted by anyone else.

Requesting removal of your information

If you have registered for special e-mail offerings, you may unsubscribe from the program, by visiting the e-mail unsubscribe page or click on the links available at the bottom of any of these special offer e-mails. You may also request the removal of your information by contacting us via e-mail.

If you wish to receive more personalized information from RadioShack or change anything about your profile such as your interests or e-mail format, please click on the links available at the bottom of any of these special offer e-mails or visit the Your Account page.

Non-personally identifiable information

Non-personally identifiable information is collected without any direct association with you specifically. In the normal course of using RadioShack.com, we may collect information about your habits and usage of our sites.

Our web sites may contain technologies known as action tags, web beacons or 1x1 pixel gifs. These employ a common internet technique used to compile aggregated statistics about the effectiveness of our advertising campaigns, common navigation paths within the sites, types of browsers and platforms that access the sites and the average connection speeds used to connect to the sites. This information is used to enhance the online experience of our customers. These technologies do not use or collect personally identifiable information, such as names or address, and do not link online actions to an identifiable person.

An IP address is a number that is assigned to your computer when you are using the Internet. Web servers automatically identify your computer by its IP address. RadioShack collects IP addresses for the purposes of system administration, to report aggregated information and to audit the use of our site. If we are required to do so by law, for example, in response to a court order or subpoena, we will provide these IP addresses to the proper authorities.

Information sharing and disclosure

Agents, employees and contractors of RadioShack who have access to personally identifiable information are required to protect this information in a manner that is consistent with this Privacy Policy and the high standards of the corporation.

- Information about you specifically will not be used for any purpose other than to carry out the services you requested from RadioShack and its affiliates. All of our affiliates have agreed to maintain the security and confidentiality of the information we provide to them.
- We will not sell or rent your personally identifiable information to anyone at any time.
- We will not use any personal information beyond what is necessary to assist us in delivering to you the services you have requested.
- We may send personally identifiable information about you to other organizations when:

- We have your consent to share the information (you will be provided the opportunity to opt-out if you desire). For example, if you opt-in for emails we will share this information with our marketing provider.
- We need to share your information in order to provide the product or service you have requested. For example, we need to share information with credit card providers and shippers to bill and ship the product you requested.
- We are required to do so by law, for example, in response to a court order or subpoena.

Use of Cookies and Applets

Cookies and applets are small text files that are placed on your computer's hard drive by our servers to identify your computer. Cookies and applets are only read by the domain that placed them there and are unable to execute any code or virus. We may use cookies or applets to recognize you when you visit our sites, to personalize your experience and generally to serve you better. We do not use cookies or applets to track your activities once you leave our web site.

You may delete these files from your computer at any time. You can set your web browser to notify you if such information is about to be placed on your computer, and you can choose the option in your web browser to refuse it. If you refuse the information, you may not be able to make full use of the features on our web site.

Kids under 13 years of age

RadioShack.com does not seek to collect identification information about kids under 13 years of age. If we discover such information, we will delete it. Thus, we typically retain no identifiable information about kids. However, if a parent believes his/her child has provided us information, simply call and that we delete it. In order for us to find the information in our databases, you will need to provide us with the following information which will only be used to search our databases and deliver confirmation to you:

- Parent's Name
- Address
- Telephone Number
- Email Address (for confirmation)
- The name of the child (if you suspect a nickname was used, please provide it)
- If the child shares time at two addresses, you will need to provide us the second address also, along with any email addresses for the child.

In order to request deletion of identifiable information that RadioShack may have unintentionally collected about your child, please call (817)415-3200. Please inform the service agent that you wish to delete your child's information, and supply the service agent with the necessary information as stated above.

Confirmation that information which identifies your child has been deleted will be delivered to you by e-mail, regular mail, or telephone.

PLEASE NOTE: Deleting your child's information will likely make it impossible for us to notify you or your child in the event of a recall of a product he or she purchased in violation of our policies. So if your child purchased ANYTHING from us in spite of our efforts to prevent it, you may not wish to delete all information. Instead, you may simply request that we correct the information by correcting the name in our records to your name rather than your child's. In consideration of young users, it is our intention to adhere to the Better Business Bureau's "Children Advertising Review Unit" (CARU) guidelines, including its guidelines on advertising. When you communicate with RadioShack, we make every effort to ensure your privacy and safety. As an added precaution, however, we still encourage parents to monitor their child's use of the Internet, and to help us protect their privacy by reminding them never to exchange personal information with this or any other web site without the assistance or express written permission of a parent or other responsible adult.

Links to and from RadioShack.com

Our web site contains links to and from other web sites that are not operated or controlled by RadioShack. WE ARE NOT RESPONSIBLE FOR THE PRIVACY PRACTICES OF, AND USE OF CHILDREN'S PERSONAL INFORMATION BY, WEB SITES THAT WE DO NOT OPERATE, and our privacy policy does not apply to these sites.

"Email a Friend" or "Email your Wish List"

If you elect to use our "Email a Friend" or "Email your Wish List" service for informing a friend about our site or products you are interested in, we may ask for your email address, your name, the email address and the name of your friend. RadioShack will automatically send the friend a one-time email on your behalf. RadioShack does not store this information. It is only used for the sole purpose of sending this one time email. We will not condition access or participation in an activity RadioShack will not condition a user's access or participation in an activity on giving out more personal information than what is considered reasonably necessary for the activity.

Co-branded offers

From time-to-time RadioShack.com provides some co-branded offers, for example to apply for a RadioShack Credit Card or to manage your AnswersPlus Account. In these cases the user is directed to another party's website. The use of data collected through that website is governed by it's own privacy policies.

Sweepstakes and contests

From time-to-time, we may request information from you through contests or sweepstakes. Participation in these contests or sweepstakes is completely voluntary and the user has a choice whether or not to participate. Information requested may include contact information (such as name, address and phone number). Contact information gathered from contests and sweepstakes will be used to notify the winners and award prizes. We use a third party to pick the contests and sweepstakes winners (please see the Information sharing and disclosure section for details on third parties). Demographic information such as the user's birthdate may be requested, this is used to validate the age of the contestant when the rules of the contest specify a minimum age requirement. Users who enter the contest may also choose to receive marketing communications from RadioShack. The user may elect to "opt-out" of this communication at the bottom of each email or by visiting the Requesting removal of your information section of this policy.

How changes to the privacy policy will be communicated

If we decide to change our Privacy Policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If however, we are going to use users' personally identifiable information in a manner different from that stated at the time of collection we will notify users by posting a notice on our web site for 30 days.

If users have questions or concerns regarding this statement, they should contact RadioShack Online Privacy by email RadioShack.Online.Privacy@radioshack.com.

Recent changes to this privacy policy

The following list contains changes to this Privacy Policy that have occurred within the last 60 days:

- Online privacy policy created and added to this website.

Contact information Updated email address

Contact information

Products or services:

If you have questions, suggestions or concerns regarding our products or services please contact us at:

Name: RadioShack Customer Care

Phone: 817-415-3200 • 817-415-2303 (fax)

Email Form: <http://www.radioshack.com/helpdesk/index.jsp?display=store&subdisplay=contact&stillHaveQuestion=yes>

Postal Address: RadioShack Customer Care • 300 RadioShack Circle • MS CF7.101 • Fort Worth, Texas • 76102

Online privacy policy:

If you have questions, suggestions or concerns regarding our online privacy policy, please contact us at:

Name: RadioShack Online Privacy

Email: RadioShack.Online.Privacy@radioshack.com

Postal Address: RadioShack Riverfront • 300 RadioShack Circle • MS EF7.350.01 • Fort Worth, Texas • 76102 • Attn: Online Privacy

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GET TECHNICAL WITH US



IN-STORE SIGNAGE

(Florida; Base Version)

Your Check is Welcome

We will gladly accept your check upon the condition that you agree if your check is returned unpaid, merchant may automatically debit your checking account for the amount of the check, plus \$40 or the maximum returned check fee(s) permitted by local law. Your payment by check is your agreement to these terms.

Sales, Returns & Refunds

For more details, please refer to the back of your sales receipt.

- **Returns:** Some items purchased at RadioShack may be returned for exchange, credit or full or partial refund within 30 days of purchase.
- **Defective Items:** Defective items may be repaired or replaced within 90 days of purchase under RadioShack's Warranty Policy, or within the manufacturer's warranty period, whichever is longer.
- **Credit Cards:** We accept RadioShack AnswersPlus®, MasterCard, Visa, Discover and American Express. Sales are contingent on authorization of purchase by credit card issuer. Non-embossed, odd-shaped or mini cards which cannot be electronically authorized or imprinted will not be honored.
- **TERMS AND CONDITIONS ARE APPLIED TO GIFT CARDS.**
See back of Gift Card for terms and conditions
- **Name and Address Collection:** Your name and address are needed for the following transactions:
 - Items paid for by personal or traveler's check
 - Gift Card sales
 - Advance deposits and repairs
 - Tax Adjust/Exempt sales
 - Commercial Charge or Service Plan sales
 - Sales with the installation or shipment of merchandise
 - Sales where the information is contractually required

Your name, address and original sales receipt are required for all refunds. If funds are not available in-store, a check will be issued from the RadioShack corporate office within 14 days of the return.

**EXHIBIT
C**

We Respect Your Privacy

We Do Not Sell Our Mailing List

The information you give us is treated with discretion and respect. We pride ourselves on not selling our private mailing list. From time to time, we may send you information from our company or from select, responsible companies that may join with RadioShack to bring you special offers.

To receive a copy of our sales circular, please ask your Sales Associate for details or visit www.RadioShack.com.

If you no longer wish to receive offers and information, please call us at 1-800-843-7422 or visit us at www.RadioShack.com.

Thank you for shopping at RadioShack and thank you for helping us to serve you better.

Warranties

Applicable warranty information on your purchase usually can be found inside the box or packaging, as part of the owner's manual or instructions.

In the event your purchase includes a warranty and there is a defect in the materials or workmanship, please review the warranty carefully for terms, conditions and exclusions.

In some cases, the warranty may be with a manufacturer other than RadioShack. If so, to get the quickest assistance with your issue, you should contact that manufacturer directly (not RadioShack) for resolution.

To review the applicable warranty information on any product prior to making your purchase, please ask a Sales Associate for assistance.