

1 ALLAN E. ANDERSON (SBN 133672)  
 allan.anderson@afslaw.com  
 2 ADAM D. BOWSER (*pro hac vice pending*)  
 adam.bowser@afslaw.com  
 3 ANDREA M. GUMUSHIAN (SBN 342528)  
 andrea.gumushian@afslaw.com  
 4 **ARENTFOX SCHIFF LLP**  
 5 555 West Fifth Street, 48th Floor  
 Los Angeles, CA 90013  
 Telephone: 213.629.7400  
 6 Facsimile: 213.629.7401

7 Attorneys for Plaintiff  
 L'OCCITANE, INC.

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UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

L'OCCITANE, INC.,  
 Plaintiff,  
 v.  
 Zimmerman Reed LLP; and 3,144 Of Its  
 Purported Clients,  
 Defendant(s).

Case No. 2:24-cv-1103

**COMPLAINT FOR  
 DECLARATORY JUDGMENT  
 AND INJUNCTIVE RELIEF**

1 Plaintiff L’Occitane, Inc. (“L’Occitane”), for its Complaint seeking a  
2 Declaratory Judgment and Injunctive Relief against Defendant Zimmerman Reed  
3 LLP (“Zimmerman Reed”) and its putative clients (collectively, the “Defendants”),  
4 alleges as follows:

5 **NATURE OF THE ACTION**

6 1. This is an action for declaratory and injunctive relief to stop the  
7 Defendants from manufacturing arbitration claims *en masse* by simply visiting  
8 L’Occitane’s website (if at all), and then claiming their “privacy” was violated under  
9 the California Invasion of Privacy Act (“CIPA”) – a Cold-War Era wiretapping law  
10 that is nearly identical to one recently invalidated by the Ninth Circuit on  
11 constitutional grounds. *See Project Veritas v. Schmidt*, 72 F.4th 1043 (9th Cir. 2023).  
12 More specifically, L’Occitane’s claims arise under the First, Fifth, and Fourteenth  
13 Amendments to the Constitution of the United States, the Communications Decency  
14 Act, 47 U.S.C. § 230, and the Consumer Fraud and Abuse Act, 18 U.S.C. § 1030.

15 2. In addition, the Defendants’ latest escalation in the weaponization of  
16 CIPA has crossed the line from pursuing the digital equivalent of setup slip-and-fall  
17 claims, to being an unlawful conspiracy to continue manufacturing frivolous  
18 arbitration claims after the Defendants have been unequivocally informed to cease  
19 and desist from their conduct. L’Occitane respectfully asks for the Court’s assistance  
20 to preliminarily enjoin the Defendants’ actions, and put an end to these shakedown  
21 suits under this facially unconstitutional state penal law once and for all.

22 **JURISDICTION AND VENUE**

23 3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because  
24 Plaintiff’s claims arise under the First, Fifth, and Fourteenth Amendments to the  
25 Constitution of the United States, the Communications Decency Act (47 U.S.C. §  
26 230), and the Computer Fraud and Abuse Act (18 U.S.C. § 1030). This Court also  
27 has jurisdiction under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*

28 4. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)(1)-(2) because

1 a substantial part of the events or omissions giving rise to the claims occurred in this  
2 district, the coordinated activity of the Defendants is centered in this district, and on  
3 information belief, Defendants overwhelmingly reside in the State of California, and  
4 for those that do not, they are asserting or threatening arbitration claims under  
5 California law for purported “violations” that allegedly “took place within one year  
6 ... in California.”

### 7 **PARTIES**

8 5. Plaintiff L’Occitane, Inc. is a New York corporation with its principal  
9 place of business in New York.

10 6. Defendant Zimmerman Reed LLP is a law firm with an office in Los  
11 Angeles, California and clients that reside in this district and in other districts in the  
12 State of California.

13 7. The remaining Defendants, who Zimmerman Reed purports are its  
14 individual clients, and who L’Occitane asserts are Zimmerman Reed’s co-  
15 conspirators in these manufactured mass arbitration claims, are listed in Exhibit 1.

### 16 **FACTUAL BACKGROUND**

#### 17 **L’Occitane’s Business and Website**

18 8. Plaintiff L’Occitane is the U.S. operating company of its parent  
19 company, L’Occitane International S.A., incorporated under the laws of  
20 Luxembourg, and which specializes in sustainable beauty and personal care products,  
21 fragrances, and home products. The company celebrates and preserves the traditions  
22 of Provence, France in the products and services it offers.

23 9. L’Occitane operates a website providing information and serving  
24 customers in the United States, which can be found at [https://www.loccitane.com/en-](https://www.loccitane.com/en-us/)  
25 [us/](https://www.loccitane.com/en-us/) (the “Website”).

26 10. As a “Certified B Corporation,” L’Occitane has a mission of helping to  
27 create a more equitable, inclusive, and regenerative economy. Thus, aside from its  
28 various products offered on the Website, L’Occitane also promotes actions and

1 policies through the Website to that end. For example, L’Occitane’s “Reduce,  
2 Recycle, React” program minimizes waste through waste-reduction measures  
3 implemented in its factories and actions its customers can take. L’Occitane is also  
4 committed to ending animal testing for beauty products globally.

5 11. L’Occitane engages certain service providers to support the operation of  
6 its Website that are well known and widely utilized across the Internet, including  
7 Contentsquare, Google Analytics, and Forter – the three service providers that are at  
8 the center of the Defendants’ arbitration demands.

9 12. L’Occitane engages the service provider Contentsquare to anonymously  
10 analyze a user’s interaction with the Website. Anonymous data is collected,  
11 aggregated and analyzed by L’Occitane through the Contentsquare service, which  
12 provides L’Occitane with insight to inform potential changes to its Website for a  
13 variety of purposes.

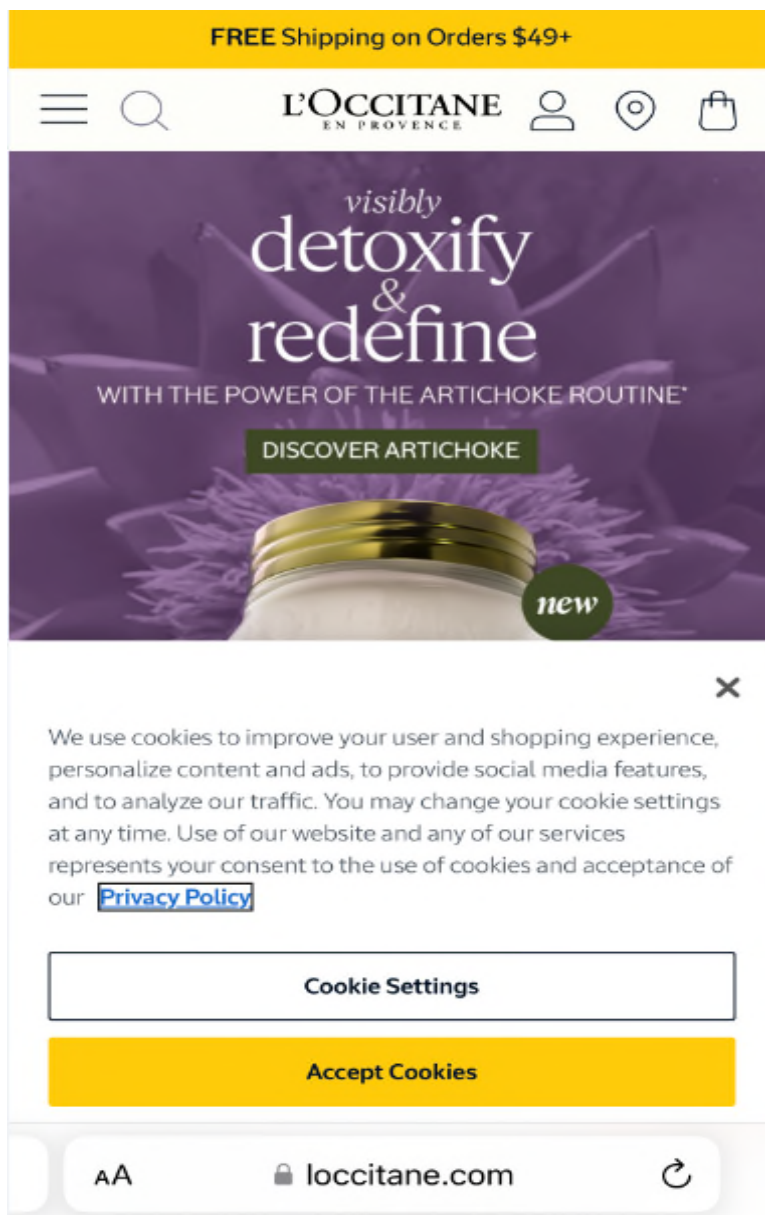
14 13. Google Analytics is an extremely common analytics tool utilized by  
15 L’Occitane for statistical analysis to help L’Occitane understand the source of  
16 Website traffic, gauge the success of marketing campaigns, and discover patterns and  
17 trends in user engagement with the Website, including measuring potential fraud.  
18 Google Analytics is so common that Defendant Zimmerman Reed also has Google  
19 Analytics deployed on its own website, <https://www.zimmreed.com/>.

20 14. L’Occitane engages Forter solely to provide fraud prevention services.  
21 As an e-commerce platform, the Website is not immune from fraudulent, abusive, or  
22 otherwise illegal activity around transactions. Forter does not “track” Website user  
23 activity on the Website; the service identifies and blocks known and potentially new  
24 fraudsters with similar patterns of behavior.

25 15. Website visitors in California and other jurisdictions are immediately  
26 informed of L’Occitane’s use of these cookies and other website technologies  
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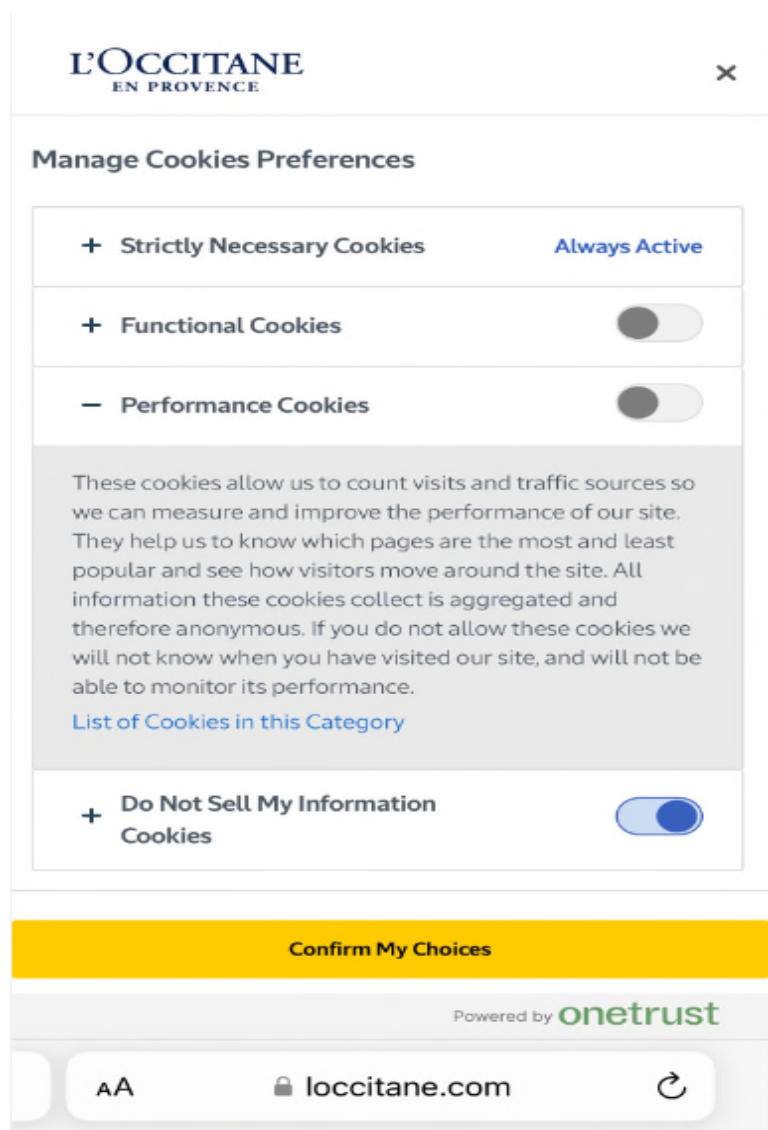
1 through a pop-up window when they come to the Website for the first time (at least).<sup>1</sup>

2 16. Website visitors are also provided the ability to control non-essential  
3 cookies through the “Manage Cookies Preferences” option that can be easily  
4 accessed via the “Cookie Settings” button conspicuously disclosed in this pop-up  
5 window, which further informs Website visitors in relevant part “[u]se of our website  
6 and any of our services represents your consent to the use of cookies and acceptance  
7 of our [Privacy Policy](#).”:

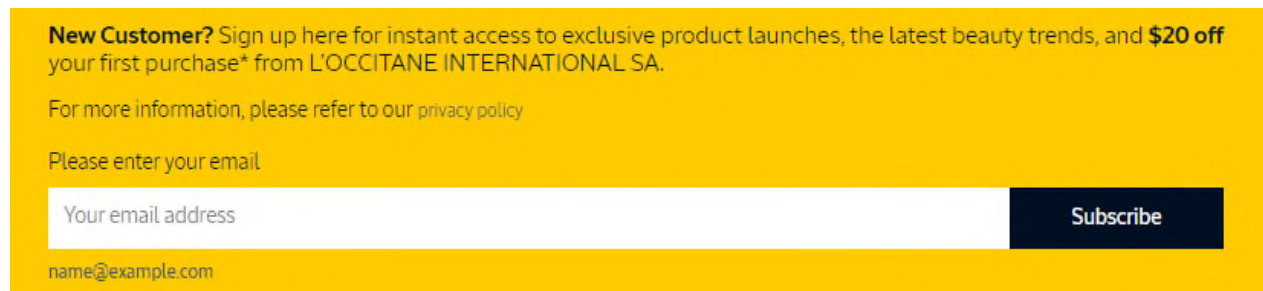


1 Website visitors that use Incognito Mode, or similar “do-not-track” settings,  
2 are provided this notice each time they visit the Website.

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17. Further, there are very limited areas on the Website where a visitor could potentially “communicate” anything to L’Occitane; that is, forms where visitors can submit their email address – immediately adjacent to a disclosure of L’Occitane’s Privacy Policy:



1 18. Notably, the services provided by Contentsquare, Google Analytics, and  
2 Forter do not even have access to, or “touch,” the content of anything submitted  
3 through these forms. That is, L’Occitane employees can use Google Analytics or  
4 Contentsquare to track how many website visitors, on an *anonymized* and aggregate  
5 basis, used the form, but these services do not collect or otherwise have access to the  
6 email addresses that a Website visitor can submit through the form. *That* information  
7 – any actual email address submitted via the Website – is provided directly to  
8 L’Occitane.

9 19. These common website tools noted above that L’Occitane uses gather  
10 information – on an *anonymous* basis – related to Website visitors’ general  
11 interactions on L’Occitane’s Website, such as pages viewed, scrolls, areas on the  
12 Website clicked, duration of visits, and other metadata associated with the general  
13 use of L’Occitane’s Website.

14 20. These website tools like Google Analytics are so common that  
15 ***Zimmerman Reed* itself uses the same third-party technologies on its website:<sup>2</sup>**

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22 <sup>2</sup> The screenshot below depicts the cookies and other tracking technologies  
23 deployed on Zimmerman Reed’s website, [www.zimmreed.com](http://www.zimmreed.com), as soon as one  
24 reaches its website, as of January 2024. In other words, Google Analytics,  
25 represented by the “\_ga” cookie, is deployed on a visitor’s browser and begins  
26 collecting data immediately on the Zimmerman Reed website, and thus without  
27 regard to a website visitor’s prior consent. In addition, the “Connect” tab on  
28 Zimmerman Reed’s own website opens a new page with a “Contact Us” webform  
that requires name, email, and phone number and invites users to provide  
“comments.” It is unclear how Zimmerman Reed can take the position that  
L’Occitane is somehow “aiding and abetting” the interception of “communications”  
without implicating itself for being engaged in the same “criminal” conduct.

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Name	Value	Domain	Path	Expires / Max-Age	S...	HttpOnly	Secure	SameSite	Partition K...	Priority
_cf_bm	4hoHXMNAN...	www.zim...	/	2023-12-22T00:52:3...	1...	✓	✓	None		Medium
_ga_ZjRSWE087	GS12.170320...	zimmerreed...	/	2025-01-25T00:22:3...	51					Medium
referer	https%3A%2F...	www.zim...	/	2024-01-20T21:15:4...	38					Medium
_gid	GA1.2.636369...	zimmerreed...	/	2023-12-23T00:22:3...	30					Medium
ga	GA1.2.187056...	zimmerreed...	/	2025-01-25T00:22:3...	29					Medium
PHPSESSID	1b144f3bccdb...	www.zim...	/	Session	41					Medium

10 21. Unlike Zimmerman Reed, L’Occitane provides California residents  
11 with immediate notice of its cookie practices *and* the ability to easily reject non-  
12 essential cookies.

13 **L’Occitane’s Terms and Conditions and Arbitration Provision**

14 22. L’Occitane’s Website Terms & Conditions (“Terms”) expressly provide  
15 that the Terms “apply when **you purchase products** on our Websites and in Stores,  
16 including gift cards and e-gift cards (“Merchandise”), from L’Occitane. ... **By**  
17 **placing an order** for Merchandise through loccitane.com/en-us or any L’Occitane-  
18 owned or affiliated Internet sites or Stores, ... you accept these Terms of Use and  
19 agree to be bound by them.”<sup>3</sup>

20 23. Similarly, the Dispute Resolution provision applies “[i]n the event of  
21 any controversy, claim, action or dispute **arising out of or related to any**  
22 **transaction conducted on the Websites**, or the breach, enforcement, interpretation,  
23 or validity of this Agreement or any part of it (“Dispute”).”<sup>4</sup>

24 24. Further, for (legitimate) Disputes subject to the Terms, and assuming  
25 the other elements of contract formation are met, it is expressly a “condition  
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27 <sup>3</sup> See <https://www.loccitane.com/en-us/pages?fdid=terms-conditions#1>  
28 (emphasis added).

<sup>4</sup> *Id.* (emphasis added).



1 precedent” to arbitration that “**the party** asserting the Dispute shall first try in good  
 2 faith to settle such Dispute by providing written notice to the other party (by first  
 3 class or registered mail) **describing the facts and circumstances (including any**  
 4 **relevant documentation)** of the Dispute and allowing the receiving party 30 days in  
 5 which to respond to or settle the Dispute.”

6 **Zimmerman Reed’s Mass Arbitration Threat**

7 25. The dispute arose when Zimmerman Reed sent L’Occitane a letter dated  
 8 September 6, 2023: a “Pre-Filing Notice of Dispute/ Confidential Settlement  
 9 Communication.” Zimmerman Reed stated, “We write at this time to inform you of  
 10 the potential legal claims that approximately 2,250 of our clients. . . may present  
 11 against you and to request the opportunity to discuss informal resolution prior to the  
 12 formal filing of any claims.” A copy of the September 6, 2023 letter is attached as  
 13 Exhibit 2.

14 26. In this form letter,<sup>5</sup> Mr. Christopher Nagakawa of Zimmerman Reed  
 15 cited L’Occitane’s Terms providing for “dispute resolution by arbitration,” even  
 16 though he did not identify a *single* party he claimed to represent, but rather referred  
 17 generally to “approximately 2,250 of our clients” that “interacted on L’Occitane’s  
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19 <sup>5</sup> As Judge Bernal aptly observed in *Byars v. Hot Topic, Inc.*, No.  
 20 EDCV221652JGBKKX, 2023 WL 2026994, at \*5 (C.D. Cal. Feb. 14, 2023),  
 21 another CIPA shakedown suit: “Initiating legitimate litigation generally requires a  
 22 considerable expenditure of time: in order to establish jurisdiction and state a claim  
 23 for relief, a plaintiff must plead specific facts arising out of a specific encounter  
 24 with a specific defendant. As the saying goes, time is also money. So when the goal  
 25 is to file as many lawsuits as possible in the least amount of time, it is far easier and  
 26 cheaper to copy and paste a complaint over and over again, and to write the original  
 27 template in such a way that hardly anything needs to be swapped out. . . . And  
 28 surely, whatever one’s views on the propriety of copying and pasting from  
 boilerplate pleadings, there is a point at which all reasonable people should agree  
 the practice has gone too far.” Here too, Zimmerman Reed simply defined  
 L’Occitane as “Respondent” at the beginning of its September 6 letter, and  
 thereafter provided no tailored information in “Summary of the Claims.” On  
 information and belief, Zimmerman Reed has sent substantively identical letters to  
 numerous other companies for the purpose of extracting settlements – based on  
 conduct that Zimmerman Reed itself engages in.

1 website.” Nor did he describe the facts and circumstances, including any relevant  
2 documentation, to substantiate any of the threatened CIPA claims under Sections 631  
3 and 632.7, including when, what, and how each individual Claimant supposedly  
4 “communicated” with L’Occitane.

5 27. On October 6, 2023, L’Occitane, through undersigned counsel,  
6 responded by letter to Zimmerman Reed’s September 6 form letter. A copy of the  
7 October 6, 2023 letter is attached as Exhibit 3, and expressly incorporated by  
8 reference. Without limiting the foregoing, L’Occitane described how L’Occitane  
9 provided clear notice of its use of cookies and its Privacy Policy generally on the  
10 Website, as well as the merits (or lack thereof) of the threatened CIPA claims.

11 28. L’Occitane also detailed the irreconcilable contradiction of the  
12 Defendants’ position here, i.e., that the individual Defendants never agreed to the  
13 Terms, or L’Occitane’s Privacy Policy, but they can still enforce the Terms against  
14 L’Occitane – while skipping the Informal Dispute Resolution obligation. On this  
15 latter issue, L’Occitane noted that “[t]his Informal Dispute Resolution provision is,  
16 by itself, a condition precedent to invoking the Arbitration Agreement. And here, you  
17 have not even identified *the party* – each individual person you claim to represent –  
18 let alone the actual *facts and circumstances* for *each* such individual *and* the  
19 supporting documentation showing *each* individual’s supposed ‘interaction’ with the  
20 Website. Again, you cannot have it both ways: you cannot threaten to invoke the  
21 Dispute Resolution provision, and then ignore the first half of it. ... To be clear, the  
22 Informal Dispute Resolution provision must be followed, on an individualized basis,  
23 so that L’Occitane can potentially resolve any issue *informally*, but also assess  
24 whether the complaint raised by each individual falls within the scope of a Dispute.  
25 And the ‘information’ provided in your demand letter makes it impossible to make  
26 this determination *in the aggregate*, let alone on the required individualized basis.”

27 29. In the October 6 letter, L’Occitane also instructed Zimmerman Reed and  
28 its clients (among others) that they were no longer authorized to access L’Occitane’s

1 Website.

2 30. On information and belief, the Defendants are continuing to access the  
3 Website, and Zimmerman Reed is knowingly encouraging its co-conspirator  
4 “clients” and co-defendants to do so without authorization for the express purpose of  
5 manufacturing the threatened CIPA claims in order to extract settlement payments  
6 from L’Occitane.

7 31. On October 20, 2023, Mr. Nagakawa sent the letter attached as Exhibit  
8 4 to counsel for L’Occitane that attached a list of 3,144 individuals Zimmerman Reed  
9 purported to represent, with no other information responsive to their threatened  
10 claims. Instead, Mr. Nagakawa simply wrote “[w]e understand from your letter of  
11 October 6, 2023 that ... L’Occitane disputes all claims presented in our September 6  
12 letter on the merits and has no further interest in discussing resolution of any  
13 Claimant’s claims.”

14 32. By letter dated November 13, 2023, and sent to an address not associated  
15 with L’Occitane nor in compliance with the notice provision of L’Occitane’s Dispute  
16 Resolution Provision, Zimmerman Reed purportedly notified L’Occitane that it had  
17 begun to commence mass arbitration with the AAA. A copy of this letter is attached  
18 as Exhibit 5.

19 33. Zimmerman Reed initially filed 103<sup>6</sup> arbitrations of the approximately  
20 3,144 threatened proceedings, in two separate “batches.”

21 34. Based on personal information provided by Zimmerman Reed in  
22 connection with the initial 103 claims filed with AAA, L’Occitane has no record of  
23 **over 90%** of these individuals ever purchasing anything from L’Occitane (or any  
24 other records). And of the 10 individuals L’Occitane could locate through their email  
25 addresses provided to AAA, 3 had engaged in transactions *after* L’Occitane sent the

26 \_\_\_\_\_  
27 <sup>6</sup> Zimmerman Reed’s 103 demands for arbitration appear to include two  
28 duplicate filings on behalf of the same two individuals, such that there are 101  
unique individuals on whose behalf Zimmerman Reed filed otherwise identical  
arbitration demands.

1 October 6 cease-and-desist notice under the Computer Fraud and Abuse Act. For  
2 example, one claimant made a purchase on December 28, 2023.

3 35. On information and belief, L’Occitane reasonably suspects that  
4 Zimmerman Reed and its “clients,” both known and unknown, will continue to  
5 manufacture purported CIPA claims and obtain information from the Website by  
6 continuing to access the Website, despite being unequivocally informed that they no  
7 longer are authorized to access the Website.

8 36. On information and belief, Zimmerman Reed is knowingly directing and  
9 conspiring with its purported clients to intentionally “record” information on or from  
10 L’Occitane’s Website, and their interactions on the same.

11 37. By letter dated January 30, 2024, Defendant Zimmerman Reed  
12 demanded that L’Occitane reimburse it \$12,625 for the arbitration filing fees it  
13 purports to have paid to AAA. Zimmerman Reed concluded this letter by demanding  
14 L’Occitane pay this amount within 14 days, or by February 13, 2024. A copy of this  
15 letter is attached as Exhibit 6.

16 38. By letter dated February 2, 2024, AAA accepted the claims filed by  
17 Defendant Zimmerman Reed and issued an invoice to L’Occitane in the amount of  
18 \$32,825.00 as the Initiation Fee for 101 individual proceedings to be paid by March  
19 4, 2024. A copy of this letter is attached as Exhibit 7.

20 39. Finally, by letter dated February 5, 2024, AAA notified counsel for  
21 L’Occitane that AAA received an additional 1,980 individual consumer demands for  
22 arbitration filed by Zimmerman Reed on January 31, 2024. A copy of this letter is  
23 attached as Exhibit 8. Notably, over 150 of the individual Defendants included in  
24 this round of mass arbitration filings are listed as residing in states other than  
25 California, and it is unclear how such individuals could potentially avail themselves  
26 of a *California penal* law that has no application to activity, if any, occurring entirely  
27 outside the boundaries of California.

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**STATUTORY FRAMEWORK**

40. California has a first-in-the-nation, comprehensive privacy law that gives consumers rights and control over the personal information businesses collect about them – the California Consumer Privacy Act, as amended by the California Privacy Rights Act (herein referred to as the “CCPA”).

41. The CCPA purposely addresses how businesses can use consumers’ information obtained online, what disclosures are required, and *when and how* such disclosures need to be made.

42. And as to when and how, the CCPA requires businesses to provide notice to consumers that their personal information may be collected, *at or before* the point of that collection. *See* Cal. Civ. Code § 1798.100(a). In the section titled “Required Disclosures to Consumers” the CCPA regulations state, “[t]he privacy policy shall be posted online and accessible through a conspicuous link. . . using the word ‘privacy’ on the business’s website homepage(s).” Cal. Code Regs. tit. 11, § 7011(d). Further, the regulations explain that the “Notice at Collection shall be made readily available where consumers will encounter it.” Cal. Code Regs. tit. 11, § 7012(c). As the above screenshots of the Website make clear, this is precisely how L’Occitane complies with any potential obligation under the CCPA: “[w]hen a business collects consumers’ personal information online, it may post a conspicuous link to the notice on the introductory page of the business’s website and on all webpages where personal information is collected.” Cal. Code Regs. tit. 11, § 7012(c)(1). With respect to the businesses’ use of tracking technologies on websites, businesses typically effectuate the notice and opt-out requirement through the use of a pop-up consent banner displayed upon the first visit to the business’s website.

43. There is no contention here – nor could there be – that L’Occitane is not in compliance with any applicable requirements under the CCPA, the law that was enacted to specifically address online privacy issues and the larger Internet

1 ecosystem.

2 44. Instead, L’Occitane is being threatened with mass arbitration by  
3 Defendants under a Cold-War-era penal law, the California Invasion of Privacy Act,  
4 which was enacted for the purpose of preventing “eavesdropping upon private  
5 communications” and “the invasion of privacy resulting from the continual and  
6 increasing use” of “modern listening devices.” Cal. Penal Code § 630.

7 **CIPA SECTION 631**

8 45. Here, Defendants are asserting in their mass arbitration claims that  
9 L’Occitane’s use of the services provided by Contentsquare, Google Analytics, and  
10 Forter violates CIPA Section 631, which provides in relevant part:

11 Any person who, by means of any machine, instrument, or contrivance,  
12 or in any other manner, intentionally taps, or makes any unauthorized  
13 connection, whether physically, electrically, acoustically, inductively,  
14 or otherwise, with any telegraph or telephone wire, line, cable, or  
15 instrument, including the wire, line, cable, or instrument of any internal  
16 telephonic communication system, or who willfully and without the  
17 consent of all parties to the communication, or in any unauthorized  
18 manner, reads, or attempts to read, or to learn the contents or meaning  
19 of any message, report, or communication while the same is in transit or  
20 passing over any wire, line, or cable, or is being sent from, or received  
21 at any place within this state; or who uses, or attempts to use, in any  
22 manner, or for any purpose, or to communicate in any way, any  
23 information so obtained, or who aids, agrees with, employs, or conspires  
24 with any person or persons to unlawfully do, or permit, or cause to be  
25 done any of the acts or things mentioned above in this section, is  
26 punishable by a fine not exceeding two thousand five hundred dollars  
27 (\$2,500), or by imprisonment in the county jail not exceeding one year,  
28 or by imprisonment pursuant to subdivision (h) of Section 1170, or by  
both a fine and imprisonment in the county jail or pursuant  
to subdivision (h) of Section 1170.... Cal. Penal Code § 631(a).

Notably, expressly exempted from this statute are:

- (1) Any public utility, or telephone company, engaged in the business of providing communications services and facilities, or to the officers, employees or agents thereof, where the acts otherwise prohibited herein are for the purpose of construction, maintenance, conduct or operation of the services and facilities of the public utility or telephone company.

1 (2) The use of any instrument, equipment, facility, or service furnished  
 2 and used pursuant to the tariffs of a public utility. Cal. Penal Code  
 § 631(b).

3 46. The California Supreme Court has more concisely held that Section 631  
 4 protects against three types of harms: “[1] intentional wiretapping, [2] willfully  
 5 attempting to learn the contents or meaning of a **communication in transit** over a  
 6 wire, and [3] attempting to use or communicate information obtained as a result of  
 7 engaging in either of the two previous activities.” *Tavernetti v. Superior Court*, 22  
 8 Cal.3d 187, 192 (1978) (emphasis added).

9 47. For ease of reference, the following chart contains Section 631(a)’s  
 10 statutory text next to the California Supreme Court’s interpretation of the  
 11 corresponding provision:

Section 631 Statutory Text <sup>7</sup>	Cal. Supreme Court Interpretation <sup>8</sup>
Any person who, by means of any machine, instrument, or contrivance, or in any other manner, intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including the wire, line, cable, or instrument of any internal telephonic communication system,	(1) intentional wiretapping,

7 Cal. Penal Code 631(a).

8 *Tavernetti v. Superior Court*, 22 Cal.3d 187, 192 (1978).

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Section 631 Statutory Text <sup>7</sup>	Cal. Supreme Court Interpretation <sup>8</sup>
or who willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state;	(2) willfully attempting to learn the contents or meaning of a communication in transit over a wire,
or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained, or who aids, agrees with, employs, or conspires with any person or persons to <i>unlawfully</i> do, or permit, or cause to be done any of the acts or things mentioned above in this section.	(3) attempting to use or communicate information obtained as a result of engaging in either of the two previous activities.

48. Given CIPA’s express purpose of preventing eavesdropping, Section 631 consistently “has been held to apply only to eavesdropping by a third party and not to recording by a participant to a conversation.” *Warden v. Kahn*, 99 Cal. App. 3d 805, 811 (Ct. App. 1979); *see also Powell v. Union Pac. R. Co.*, 864 F. Supp. 2d 949, 954 (E.D. Cal. 2012) (ruling that Section 631 applies **only** to “third party actions and therefore, as a party to the call, he **cannot be liable as a matter of law**”; further ruling by extension that a party to conversation **cannot “be liable** for aiding or

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1 conspiring with a third party to enable that party to listen in on the call.”) (emphasis  
2 added).

3 49. Although it should be logically and legally impossible for a party to any  
4 communication to violate Section 631 under the precedent above, hundreds of  
5 coordinated complaints under CIPA have recently been filed against website  
6 operators in both federal and state California courts. *See, e.g., Licea v. Caraway*  
7 *Home Inc.*, 655 F. Supp. 3d 954, 964 (C.D. Cal. 2023) (“The Ninth Circuit’s  
8 unpublished decision in *Javier v. Assurance IQ*, 2022 WL 1744107 (9th Cir. May 31,  
9 2022) appears to have **opened the floodgates for these cases**, an unfortunate  
10 unintended consequence of a brief, narrow ruling limited to the issue of prior  
11 consent.”) (emphasis added).

12 50. These coordinated Section 631 claims are predicated on the theories that  
13 website operators are either “wiretapping” their own websites, or “aiding and  
14 abetting” their technology and/or communications service vendors. For example,  
15 Defendants likewise assert that L’Occitane “violated the [non-existent] fourth prong  
16 of § 631(a) by employing and / or agreeing with the third-parties providing the  
17 tracking software to aid and assist in that process.”

18 51. Under this view, because website operators like L’Occitane did not  
19 build their own Internet or develop other features used on modern websites, their  
20 hiring of third parties to provide these services gives rise to CIPA liability.

21 52. To prevent the criminalization of modern forms of web-based  
22 communications services and/or information services provided by third parties  
23 *because* they are “third parties,” many courts read into Section 631 an “extension”  
24 exception. That is, a “set of cases, led by Judge Beeler in *Graham v. Noom*, holds  
25 that software vendors ... are ‘extension[s]’ of the websites that employ them, and  
26 thus not third parties within the meaning of the statute.” *Javier v. Assurance IQ, LLC*,  
27 649 F. Supp. 3d 891, 899 (N.D. Cal. 2023) (citing *Graham v. Noom*, 533 F. Supp. 3d  
28 823, 832 (N.D. Cal. 2021)) (“*Javier Remand Order*”).

1           53. In contrast, some courts, like Judge Breyer in the *Javier Remand Order*,  
 2 interpret Section 631(a) as not being susceptible to a vendor “extension” exception.  
 3 *Javier Remand Order*, 649 F. Supp. 3d at 899 (“reading a use requirement into the  
 4 second prong would add requirements that are not present (and swallow the third  
 5 prong in the process).”). On information and belief, *this* interpretation is one  
 6 advanced by Defendants against L’Occitane – because in their view it is immaterial  
 7 that L’Occitane’s technology vendors and service providers are providing services  
 8 on L’Occitane’s behalf.

9           54. With respect, however, these courts are effectively arguing over the  
 10 *symptoms caused by CIPA only* favoring public utility communications, rather than  
 11 the disease itself. That is, the fact that CIPA discriminates – unreasonably and  
 12 unconstitutionally in L’Occitane’s view – in favor of communications occurring over  
 13 public utility networks, but does not afford the same exemption to modern  
 14 information services providers.<sup>9</sup>

15           55. Put differently, if a consumer called L’Occitane at its toll-free number  
 16 and verbally provided their email address to a L’Occitane customer service  
 17 representative over the phone, that “communication” would be exempt under Section  
 18 631(b) – because, again, Section 631(a) “shall not apply to” any “public utility, or  
 19 telephone company, engaged in the business of providing communications services  
 20

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21 <sup>9</sup> To be clear, L’Occitane believes that most, if not all, of the individual  
 22 Defendants did not “communicate” with L’Occitane through its website – in terms  
 23 of communications that fall under CIPA. Rather, they appear to have to simply  
 24 visited L’Occitane’s website, in coordination with Zimmerman Reed on  
 25 information and belief, and *perhaps* scrolled the website. L’Occitane does not have  
 26 that information for at least two reasons. First, it does *not* track individual website  
 27 visitors, but relies on anonymized and aggregated data concerning how website  
 28 visitors generally interact with L’Occitane’s website. Second, the Defendants did  
 not provide L’Occitane individualized notice “describing the facts and  
 circumstances (including any relevant documentation)” concerning their Dispute,  
 which is a condition precedent (among other requirements) to formal arbitration  
 under the Terms and Conditions the Defendants seek to weaponize against  
 L’Occitane. *See* Informal Dispute Resolution, *available at*  
<https://www.loccitane.com/en-us/pages?fdid=terms-conditions#11>.

1 and facilities” or the “use of any ... service furnished and used pursuant to the tariffs  
2 of a public utility.” Cal. Penal Code § 631(b)(1)-(2).

3 56. But under the Defendants’ view *and* the view of some courts,<sup>10</sup>  
4 L’Occitane receiving that *same* information through a communications service  
5 provided by any vendor *other than* a public utility **would be committing a crime**,  
6 everything else being equal.

7 57. It is difficult to ascribe any limiting factors to this view of CIPA as  
8 applied to modern communications and information services. For instance, by some  
9 accounts there are over 130 million Gmail accounts in the US alone. Under  
10 Defendants’ view, how are everyday users of Gmail not “aiding and abetting” Google  
11 from “intercepting” communications to which *Google* is not a party? Likewise, under  
12 the Defendants’ view, wouldn’t their Internet service providers be “learning the  
13 content of communications in transit on a wire” when consumers receive  
14 communications from others?<sup>11</sup>

15 58. Or even more apples to apples, how is Zimmerman Reed’s decision to  
16 use Google Analytics in connection with its website *any different* than L’Occitane’s  
17  
18

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19 <sup>10</sup> To be fair to these courts, they have not considered the constitutional issues  
20 raised here. They also do not even appear to have considered the California  
21 Supreme Court’s binding holding in *Tavernetti* that Section 631 is limited to three –  
22 and only three – clauses, such that there is not a free-roaming “aiding and abetting”  
23 cause of action against parties to the communication.

24 <sup>11</sup> To be clear, in L’Occitane’s view, it is meritless to apply CIPA Sections 631  
25 and Section 632.7 to modern Internet data exchanges. While it is facially absurd to  
26 assert, like Defendants do here, that mouse clicks, scrolls, etc. are even  
27 communications within CIPA scope, the data associated with these interactions is  
28 also **encrypted in transit** when using L’Occitane’s website and the analytics  
services at issue, such that it is impossible to “learn” their contents *in transit on*  
*wire*. Nor would anyone (rationally) characterize the third-party service providers  
as “reading or learning” the contents of such data simply by virtue of the data being  
stored on their servers in the cloud – waiting for *L’Occitane* employees to access it.  
Point being, “reading or learning” the contents of communications is a  
quintessentially *human* process, and no person is remotely attempting to read or  
learn the content of data that is encrypted in transit.

1 use of the *same* service? Either Zimmerman Reed is tacitly conceding<sup>12</sup> that it too is  
2 unlawfully “aiding and abetting” Google – just as it is accusing L’Occitane – or the  
3 claims Zimmerman Reed is orchestrating are entirely unprincipled shakedowns.

4 **CIPA SECTION 632.7**

5 59. Defendants have also threatened L’Occitane with claims under Section  
6 632.7. This statute provides in relevant part that:

7 Every person who, without the consent of all of the parties to a  
8 communication, intercepts or receives and intentionally records, or  
9 assists in the interception or reception and intentional recordation of, a  
10 communication transmitted between two cellular radio telephones, a  
11 cellular radio telephone and a landline telephone, two cordless  
12 telephones, a cordless telephone and a landline telephone, or a cordless  
13 telephone and a cellular radio telephone, shall be punished by a fine not  
14 exceeding two thousand five hundred dollars (\$2,500), or by  
15 imprisonment in a county jail not exceeding one year, or in the state  
16 prison, or by both that fine and imprisonment. ... Cal. Penal Code  
17 § 632.7(a).

18 60. Section 632.7 has the same exclusions for public utilities, and use of  
19 public utility services, as Section 631 detailed above. *See* Cal. Penal Code  
20 § 632.7(b)(1)-(2).

21 61. Section 632.7 was a later addition to CIPA. As one California court has  
22 detailed, this statute was introduced because “the author of the bill ... was concerned  
23 that ‘under [then] current law’ [Section 632.6 passed in 1990], it [was] only illegal  
24 to ‘maliciously’ intercept a conversation transmitted between [cordless telephones].  
25 There [was] no prohibition against recording a conversation transmitted between  
26 cellular or cordless telephones.” *Granina v. Eddie Bauer LLC*, No. BC569111, 2015  
27 WL 9855304, at \*3 (Cal.Super. Dec. 2, 2015). In other words, the California

28 \_\_\_\_\_  
<sup>12</sup> Think about just some of the implications of this position as applied to a law  
firm. Is Zimmerman Reed tacitly conceding it is disclosing attorney-client  
communications to Google without its clients’ express consent? Are they at the  
very least ethically conflicted from representing their clients in these matters if  
zealous advocacy here would necessarily imperil Zimmerman Reed under a penal  
law?

1 Legislature was of the view that the older sections of CIPA did not apply to even  
2 newer forms of *telephone calls*.<sup>13</sup>

3 62. As a result of this coverage gap, Section 632.7 was adopted to address  
4 an “**exclusive list** of five types of **calls** ...: a communication  
5 **transmitted between** (1) two cellular radio telephones, (2) a cellular radio telephone  
6 and a landline telephone, (3) two cordless telephones, (4) a cordless telephone and a  
7 landline telephone, or (5) a cordless telephone and a cellular radio telephone.  
8 According to this list of included types of telephones, the communication **must have**  
9 a cellular radio or cordless telephone **on one side**, and a cellular radio, cordless, or  
10 landline telephone **on the other side.**” *Montantes v. Inventure Foods*, No. CV-14-  
11 1128-MWF RZX, 2014 WL 3305578, at \*4 (C.D. Cal. July 2, 2014) (emphasis  
12 added); *see also Byars v. Hot Topic, Inc.*, No. 22-1652-JGB-KKX, 2023 WL  
13 2026994, at \*11 (C.D. Cal. Feb. 14, 2023) (dismissing Section 631 claim because  
14 chat-service provider is extension of website operator, and dismissing Section 632.7  
15 claim **with prejudice** because that statute “applies only to communications involving  
16 two telephones. Plaintiff admits that Defendant was not using a telephone”).

17 63. L’Occitane has no record that it ever communicated with any of the  
18 individual Defendants in a telephone-to-telephone conversation. The individual  
19 Defendants have never provided L’Occitane notice of any such telephone  
20 conversation(s), including the facts and circumstances surrounding any such  
21 conversation(s). And in fact, the Defendants’ arbitration demands only refer to the  
22 Defendants visiting L’Occitane’s Website. Still, Zimmerman Reed has threatened to  
23 pursue Section 632.7 claims against L’Occitane.

24 ///

25 ///

26 \_\_\_\_\_  
27 <sup>13</sup> One can only imagine how the Legislature would react to Section 631 being  
28 applied to encrypted data exchanges over the Internet concerning anonymized  
website page views.

**The Ninth Circuit Recently Found Oregon’s Nearly Identical “Wiretapping” Statute To Be Facially Unconstitutional**

64. The Ninth Circuit recently invalidated Oregon’s substantially similar two-party consent “wiretapping” law in *Project Veritas v. Schmidt*, 72 F.4th 1043 (9th Cir. 2023).

65. More specifically, the Ninth Circuit invalidated Oregon’s wiretapping law on First Amendment grounds because, just like CIPA, “the rules imposed ... vary depending on the activity being recorded.” *Id.* at 1057.

66. Oregon’s law has nearly identical content-based exemptions as those contained in CIPA, and which were at the root of the Court of Appeals’ analysis and conclusion that such content-based restrictions are facially unconstitutional:

Oregon Revised Statute 165.540(5)(a)	Cal. Penal Code Section 633.5
<ul style="list-style-type: none"> <li>The statute’s prohibitions “do not apply to: (a) A person who records a conversation during a <b>felony that endangers human life;</b>”</li> </ul>	<ul style="list-style-type: none"> <li>“Sections <b>631</b>, 632, 632.5, 632.6, and <b>632.7</b> do not prohibit one party to a confidential communication from recording the communication for the purpose of obtaining evidence reasonably believed to relate to the commission by another party to the communication of the crime of extortion, kidnapping, bribery, <b>any felony involving violence against the person</b> ... .</li> </ul>

67. CIPA has even more content-based exemptions, as there are additional statutory sections that favor certain recordings over others. *See, e.g.*, Cal. Penal Code §§ 633.1, 633.2, 633.6, and 633.8.

68. While Defendants may argue that Sections 631 and 632.7 are ostensibly content neutral, Oregon Code Section 164.540(1)(c), the statutory section invalidated in *Project Veritas*, **was also content neutral**. But it was the content-based exceptions in *other statutory* sections that led to Section 164.540(1)(c)’s invalidation – **just like CIPA is structured**. That is, CIPA Section 633.5 (among others) operates in an

1 indistinguishable manner to make Sections 631 and 632.7 *not* content neutral, and  
2 thus Defendants are attempting to enforce a facially unconstitutional statute against  
3 L’Occitane.

4 69. The Ninth Circuit independently held Oregon’s comparable law “is also  
5 not a valid time, place, or manner restriction because it does not leave open ample  
6 alternative channels for communication.” *Project Veritas*, 72 F.4th at 1068.

7 70. Likewise, as detailed above, CIPA’s exemption of *only* public-utility  
8 services similarly does not leave open ample alternative channels for communication.

9 **47 U.S.C. § 230**

10 71. The Communications Decency Act (“CDA”), 47 U.S.C. § 230, confers  
11 two broad immunities to providers of interactive computer services (“ICS”).  
12 Specifically, Section 230(c)(1) mandates that no ICS provider shall be treated as the  
13 publisher or speaker of the content supplied by a user. While particularly relevant  
14 here, Section 230(c)(2) separately immunizes an ICS provider for “any action  
15 voluntarily taken in good faith to restrict access to or availability of material that the  
16 provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent,  
17 harassing, or otherwise objectionable, whether or not such material is constitutionally  
18 protected. 47 U.S.C. § 230(c).

19 72. As the Seventh Circuit has ruled, “§ 230(c) as a whole makes [ICS  
20 providers] indifferent to the content of information they host or transmit: whether  
21 they do (subsection (c)(2)) or do not (subsections (c)(1)) take precautions, there is no  
22 liability under either state or federal law.” *Chicago Lawyers’ Comm. for Civil Rights*  
23 *Under Law, Inc. v. Craigslist, Inc.*, 519 F.3d 666, 668-671 (7th Cir. 2008) (emphasis  
24 added).

25 73. L’Occitane qualifies as a provider of an interactive computer service, as  
26 its website is an “information service ... that provides or enables computer access by  
27 multiple users to a computer server.” 47 U.S.C. § 230(f)(2). *See, e.g., Carafano v.*  
28 *Metrosplash.com Inc.*, 207 F. Supp. 2d 1055, 1065 (C.D. Cal. 2002), *aff’d on other*

1 grounds, 339 F.3d 1119 (9th Cir. 2003) (holding that website operator was a provider  
2 of ICS because “many thousands of members are able to access and use a searchable  
3 database maintained on Defendants’ computer servers.”); *see also Fair Hous.*  
4 *Council of San Fernando Valley v. Roommates.com, LLC*, 521 F.3d 1157, 1162 n.6,  
5 1171-72 (9th Cir. 2008) (holding that “the most common interactive computer  
6 services,” which are granted immunity under Section 230, “are websites”).

7 74. Fraud and spam detection practices have expressly been found to fall  
8 within Section (c)(2)’s good Samaritan protections, including by the Ninth Circuit:  
9 *See Enigma Software Grp. USA, LLC v. Malwarebytes, Inc.*, 946 F.3d 1040, 1052  
10 (9th Cir. 2019) (“Congress wanted to give internet users tools to avoid not only  
11 violent or sexually explicit materials, but also harassing materials. Spam, malware  
12 and adware could fairly be placed close enough to harassing materials to at least be  
13 called ‘otherwise objectionable’ while still being faithful to the principle of *ejusdem*  
14 *generis*.”).

15 75. The CDA expressly preempts state laws that are inconsistent with it. *See*  
16 47 U.S.C. 230(e)(3) (“No cause of action may be brought and no liability may be  
17 imposed under any State or local law that is inconsistent with this section.”).

18 76. Many of the third-party technologies L’Occitane utilizes in connection  
19 with the provision of its website are for the purpose of detecting fraud and abuse. For  
20 example, the service provided by Forter is one of the three “tracking technologies”  
21 Defendants specifically complain about. Forter’s *sole* purpose, however, is to detect  
22 and prevent fraudulent transactions.

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**CLAIMS**

**COUNT I**

**Under *Project Veritas*, CIPA Sections 631 and 632.7 Unconstitutionally Discriminate In Favor Of Some Content In Violation Of The First Amendment**

77. Plaintiff L’Occitane incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

78. Under California law, an individual may openly record certain types of communications under certain circumstances. However, that same person may not openly record other communications without specifically notifying the parties to the communication and obtaining their consent. Cal. Pen. Code §§ 630, 631, 633.5.

79. For instance, CIPA “[does] not prohibit one party to a confidential communication from recording the communication for the purpose of obtaining evidence reasonably believed to relate to the commission by another party to the communication of the crime of extortion, kidnapping, bribery, any felony involving violence against the person. . .” Cal. Pen. Code § 633.5.

80. Independently, CIPA is unconstitutionally discriminatory as applied because it expressly exempts content that is transmitted by only certain third-party service providers (public utilities), but everything else equal, makes unlawful the same functions as the data processors L’Occitane contracts with to assist with its Website based solely on their regulatory status, or lack thereof. Cal. Pen. Code § 631(b)(1).

81. Specifically, Cal. Pen. Code § 631(b) expressly exempts “the services and facilities of the public utility” from the scope of CIPA, but does not exempt the services of information service providers. The only way CIPA can be considered constitutional today is if new entrants into the marketplace share the same protections as traditional public utilities, that is, if CIPA does not favor particular service providers over others. Sections 631 and 632.7, however, do expressly the opposite:

1 they favor traditional telecommunications service providers over competing  
2 information service providers, even if they would be transmitting the same type of  
3 information.

4 82. The California Invasion of Privacy Act operates as a grant of  
5 government permission for telecommunications service providers to openly “record”  
6 certain events without requiring subjects to be “specifically informed” or provide  
7 informed consent. In our everyday e-commerce environment, comparable Internet  
8 service providers and information service providers are not afforded this same  
9 favorable status, which leaves the application of CIPA to their same  
10 “communication” activities patently discriminatory.

11 83. By extension, and under the Defendants’ view of CIPA, this  
12 criminalizes users of basic forms of modern communications based solely on whether  
13 their service providers are public utilities or not, everything else being equal.

14 84. The California Invasion of Privacy Act permits what is an impermissible  
15 divide by favoring communications occurring via traditional public utility networks  
16 over those occurring via modern e-commerce internet platforms. The law cannot be  
17 said to advance any interest in privacy in the twenty-first century because it  
18 selectively penalizes – without compelled speech – modern information services,  
19 without similarly encumbering activity occurring over public utility networks.  
20 Because of this, CIPA is unconstitutional on its face and as applied as discriminatory  
21 content restrictions on speech.

22 85. Further, as a “Certified B Corporation,” L’Occitane promotes a more  
23 equitable, inclusive, and regenerative economy. L’Occitane’s “Reduce, Recycle,  
24 React” program, described on the Website, aims at minimizing waste through waste-  
25 reduction measures implemented in its factories, and educating individuals about the  
26 same. L’Occitane’s Website also espouses its stand against animal testing for beauty  
27 products and its values and commitment to supporting producers, respecting  
28 biodiversity and empowering women.

1 86. In *Citizens United*, the United States Supreme Court held that the  
 2 government may not, under the First Amendment to the Constitution of the United  
 3 States, suppress political speech on the basis of the speaker’s corporate identity. *See*  
 4 *Citizens United v. Federal Election Comm’n*, 558 U.S. 310, 365 (2010). A portion of  
 5 L’Occitane’s activities is focused on policy advocacy, and certain speech on the  
 6 Website, detailed above, is non-commercial in nature, addressing policy issues  
 7 L’Occitane is concerned with. But given that L’Occitane also utilizes third-party  
 8 supplied analytics tools on the policy advocacy portions of its Website, CIPA would  
 9 – under Defendants’ view – also criminalize political speech.

10 87. L’Occitane seeks (1) declaratory relief that CIPA violates the First  
 11 Amendment of the U.S. Constitution as an unlawful content restriction on speech,  
 12 and (2) injunctive and equitable relief as is necessary to protect L’Occitane from  
 13 Defendants’ claims to the contrary.

14  
 15 **COUNT II**

16 **Under *Project Veritas*, CIPA Is Also An Unconstitutional Time, Place And**  
 17 **Manner Restriction On Speech In Violation Of The First Amendment Of The**  
 18 **U.S. Constitution**

19 88. Plaintiff L’Occitane incorporates by reference the allegations contained  
 20 in all preceding paragraphs of this complaint.

21 89. Cal. Penal Code § 631 acts as a general rule forbidding the secret  
 22 recording of any conversation unless all parties to it are specifically informed. As  
 23 stated in Count I, the law exempts “the services and facilities of the public utility”  
 24 from the scope of CIPA, but it does not also afford this right to the modern equivalent  
 25 of traditional public utilities: internet service providers. Cal. Pen. Code § 632.6(b)(1).

26 90. CIPA is suspiciously under and overinclusive in its permissions and  
 27 restrictions. It is underinclusive because it allows the nonconsensual recording and/or  
 28 services provided by one group of technology service providers (public utilities),

1 while denying a similar right to other technology service providers. It is overinclusive  
2 because it maintains a nearly all-out ban for any e-commerce service provider,  
3 besides traditional utility companies, from all forms of recording communications  
4 without obtaining informed consent.

5 91. By denying third-party service providers the right to “record”  
6 “communications” in a nearly blanket fashion, California bans modern, law-abiding,  
7 e-commerce service providers from the ability to conduct their business. This goes  
8 too far, as these modern service providers are the equivalent of the “state of the art”  
9 telecommunications companies of 1967.

10 92. Similarly, it makes little sense for other sections of CIPA, such as  
11 Section 632, to protect only “confidential” communications from recording at their  
12 destination without the consent of all parties, but then (ostensibly) protect *all*  
13 communications in transit, regardless of any expectation of privacy or confidentiality  
14 concerns. This is particularly the case for the setup lawsuits that are currently  
15 flooding California courts, and which L’Occitane is now being threatened with  
16 through mass arbitration, that arise from “litigation testers” manufacturing  
17 “communications,” if any, with out-of-state retailers over the public Internet.

18 93. L’Occitane seeks (1) declaratory relief that CIPA is unconstitutional on  
19 its face as an unconstitutional time, place and manner restriction on speech in  
20 violation of the First Amendment of the U.S. Constitution, and (2) injunctive and  
21 equitable relief as is necessary to protect L’Occitane from Defendants’ claims to the  
22 contrary.

23  
24 **COUNT III**

25 **CIPA Section 631 Is Void for Vagueness Under the Fifth and Fourteenth**  
26 **Amendments to the U.S. Constitution.**

27 94. Plaintiff L’Occitane incorporates by reference the allegations contained  
28 in all preceding paragraphs of this complaint.

1           95. Laws must give ordinary people fair notice of what conduct is being  
2 punished. *See Grayned v. City of Rockford*, 408 U.S. 104, 108 (1972). Laws that are  
3 too vague are unenforceable because they fail to establish standards for the public  
4 that are sufficient to guard against arbitrary enforcement. *See City of Chicago v.*  
5 *Morales*, 527 U.S. 41, 52 (1999). Further, principles of statutory interpretation  
6 require that acts of a legislative body receive uniform interpretation, regardless of  
7 whether the law is invoked in an administrative, civil, or criminal case. *See Clark v.*  
8 *Martinez*, 543 U.S. 371, 380 (2005); *Leocal v. Ashcroft*, 543 U.S. 1, 11 n.8 (2004)  
9 (“Because we must interpret the statute consistently, whether we encounter its  
10 application in a criminal or noncriminal context, the rule of lenity applies.”).

11           96. To determine whether a statute is unconstitutionally vague, courts  
12 consider whether the law: (1) fails to provide a person of ordinary intelligence fair  
13 notice of what is prohibited; or (2) is so standardless that it authorizes or encourages  
14 seriously discriminatory enforcement. *See United States v. Williams*, 553 U.S. 285,  
15 304 (2008).

16           97. The Due Process Clauses of the U.S. Constitution forbid federal and  
17 state governments from punishing someone without first affording them “due process  
18 of law.” U.S. Const. amends. V, XIV. As the Supreme Court explained in *United*  
19 *States v. Davis*, “[in] our constitutional order, a vague law is no law at all.” *United*  
20 *States v. Davis*, 139 S. Ct. 2319, 2323 (2019). To punish conduct as criminal, a statute  
21 must afford “ordinary people” fair notice of what the law makes a crime. *Id.* A  
22 criminal law fails to meet this standard when it is “so vague that men of common  
23 intelligence must necessarily guess at its meaning and differ as to its application.”  
24 *Connally v. Gen. Constr. Co.*, 269 U.S. 385, 391 (1926).

25           98. CIPA is a criminal statute within the California Penal Code providing  
26 criminal punishments for those who violate its various sections, including significant  
27 jail time, as well as potentially uncapped statutory damages that implicate Eighth  
28 Amendment concerns. *See, e.g.*, Cal. Pen. Code §§ 631, 632.7 (detailing the extent

1 of the punishments available for the crimes described in those sections).

2 99. CIPA is hardly a model of clarity required for a statute to survive  
3 scrutiny under the vagueness doctrine. Any exercise in statutory interpretation must  
4 start with the text of the written law, using the ordinary presumption that a legislature  
5 “says in a statute what it means and means in a statute what it says there.” *Connecticut*  
6 *Nat. Bank v. Germain*, 503 U.S. 249, 253-53 (1992). Further, when interpreting  
7 statutes, “[courts] begin with the plain, commonsense meaning of the language used  
8 by the Legislature [and if] the language is unambiguous, the plain meaning controls.”  
9 *People v. Johnson*, 57 Cal. 4<sup>th</sup> 250, 260 (2013). Unfortunately for CIPA, its language  
10 and scope are ambiguous and any attempt at a “plain meaning” fails to control.

11 100. Even courts admit that what constitutes a protected communication  
12 within the scope of CIPA lacks any clarity and its plain meaning within the statute is  
13 not evident. *See, e.g., Greenley v. Kochava, Inc.*, No. 22-CV-01327-BAS-AHG, 2023  
14 WL 4833466, at \*16 (S.D. Cal. July 27, 2023) (“The statute does not provide clarity  
15 on the definition of ‘contents,’ and **so courts have penciled in a dividing line.**”) (emphasis added). By definition, if courts are forced to “pencil in” the meaning of  
16 key terms in CIPA to provide guardrails, CIPA is necessarily too vague.

17 101. It is not only “contents” that prove fatally vague; CIPA is replete with  
18 vague terms that confuse its purpose and provide encouragement to Defendants who  
19 attempt to weaponize an unconstitutional statute against a compliant business and  
20 obtain seriously discriminatory enforcement.

21 102. For example, the scope of “persons” even subject to CIPA seemingly  
22 depends on what section is at issue. The California Legislature has defined a “person”  
23 subject to the Penal Code to **only** embrace “a corporation as well as a natural person,”  
24 and has not *generally* updated the Penal Code to include additional forms of  
25 businesses, such as LLCs, within the Code’s overall scope. *See* Cal. Pen. Code § 7.  
26 Based on this limited scope, the California Court of Appeal previously interpreted  
27 the Penal Code as *not* applying to business forms that were *not* corporations. *People*  
28

1 v. *Schomig*, (1925) 74 Cal.App. 109, 113 (holding that “no mention is made of  
2 copartnerships” and it was a “fact that the copartnership itself **as a separate entity**  
3 **may not be punished**” and further holding that only natural persons in their  
4 individual capacities could be liable given Penal Code Section 7’s limited scope).

5 103. Notably, the California Legislature *has* updated *other* CIPA statutory  
6 sections to include certain business forms within the scope of “persons” subject to  
7 those *particular* sections. For example, Section 632 provides in relevant part that  
8 “[f]or the purposes of this section, ‘person’ means an individual, business  
9 association, partnership, corporation, limited liability company, or other legal entity.”  
10 Cal. Pen. Code § 632(b) (emphasis added). Clearly, the Legislature knows how to  
11 broaden the scope of entities subject to CIPA – *if* it wishes to do so.

12 104. It is a basic tenet of statutory interpretation that the Legislature is  
13 presumed to intend a distinction when it uses particular language in one section but  
14 excludes it in another. *See, e.g., People v. McCallum* (2020) 55 Cal. App. 5th 202,  
15 212. The inconsistent definition of “person” throughout the statute makes the statute  
16 unenforceable as it does not allow a business like L’Occitane to clearly understand  
17 whether or not the law applies to it – such as here when L’Occitane is accused of  
18 “aiding and abetting” an LLC (Google) or a French SAS (Contentsquare) that are not  
19 “persons” capable of violating either Sections 631 or 632.7. This is a violation of the  
20 due process clauses under the Fifth and Fourteenth Amendments to the U.S.  
21 Constitution.

22 105. If Defendants intend to enforce a Cold War-era telephone wiretapping  
23 criminal statute against a modern website operator for the activities of its service  
24 providers, they cannot rely on an antiquated law that has failed to keep up with the  
25 times. As a result, it is unclear whether L’Occitane is “aiding and abetting” “persons”  
26 covered by the statutory sections at issue. If the target of the litigation cannot  
27 ascertain, as an “ordinary person,” whether it is covered by the law, the state of  
28 California cannot provide the business with due process of law and the statute must

1 be void for vagueness.

2 106. L’Occitane seeks (1) declaratory relief that CIPA Sections 631 and  
3 632.7, and by extension Defendants’ actions attempting to enforce an  
4 unconstitutional law against L’Occitane, violate the Fifth and Fourteenth  
5 Amendments of the U.S. Constitution, and (2) injunctive and equitable relief as is  
6 necessary to protect L’Occitane from Defendants’ conduct in violation of the Fifth  
7 and Fourteenth Amendments of the U.S. Constitution.

8  
9 **COUNT IV**

10 **Defendants Did Not Enter an Agreement with L’Occitane**

11 107. Plaintiff L’Occitane incorporates by reference the allegations contained  
12 in all preceding paragraphs of this complaint.

13 108. The basic fundamentals of a legally binding contract are that it must  
14 include an offer outlining what is going to be provided, an acceptance of that offer,  
15 and consideration, or something of value exchanged between the parties.

16 109. L’Occitane must have necessarily made an offer to Defendants as a  
17 condition precedent of any binding contract between the parties, which is not possible  
18 by Defendants’ own admission. Indeed, Zimmerman Reed has admitted that the  
19 individual Defendants never had any knowledge of any purported “offer” by  
20 L’Occitane, but rather that Zimmerman Reed attorneys *later* “reviewed the Terms &  
21 Conditions to determine the appropriate forum and procedures for dispute resolution  
22 and Claimant now understands that there is a clause requiring dispute resolution in  
23 arbitration before AAA.”

24 110. L’Occitane did not invite acceptance to its Terms by attorneys  
25 manufacturing mass arbitration and claiming to later “review” L’Occitane’s Terms.

26 111. Rather, the Terms invite acceptance “[b]y placing an order for  
27 Merchandise through loccitane.com/en-us or any L’Occitane-owned or affiliated  
28 Internet sites or Stores. . . you accept these Terms of Use and agree to be bound by



1 them.” The overwhelming majority – in excess of 90%, based on L’Occitane’s  
2 investigation into the initial 103 claims filed with AAA – never placed an order for  
3 Merchandise through the Website, also resulting in no consideration to L’Occitane.

4 112. Further, a significant percentage of the remainder only placed orders to  
5 fraudulently generate a setup CIPA claim in coordination with Zimmerman Reed –  
6 after being informed they were no longer authorized to use the Website, making any  
7 agreement voidable by L’Occitane.

8 113. L’Occitane seeks (1) declaratory relief that L’Occitane and Defendants  
9 have not entered an agreement, and (2) injunctive and equitable relief as is necessary  
10 to protect L’Occitane from Defendants’ claims to the contrary.

11 **COUNT V**

12  
13 **Even If Defendants Did Enter an Agreement with L’Occitane, Defendants**  
14 **Have Not Satisfied the Informal Dispute Resolution Process**

15 114. Plaintiff L’Occitane incorporates by reference the allegations contained  
16 in all preceding paragraphs of this complaint.

17 115. Even if individual Defendants are able to establish that the three  
18 elements of offer, acceptance, and consideration have been satisfied, and that they  
19 did not fraudulently engage in transactions on the Website solely for purposes of  
20 generating bogus CIPA claims, Defendants did not satisfy the Informal Dispute  
21 Resolution process that is a condition precedent to arbitration.

22 116. L’Occitane’s Website Terms provide the rules for any informal dispute  
23 resolution process are as follows: “In the event of any controversy, claim, action or  
24 dispute **arising out of or related to any transaction conducted on the Websites,**  
25 or the breach, enforcement, interpretation, or validity of this Agreement or any part  
26 of it (“Dispute”), **the party** asserting the Dispute shall first try in good faith to settle  
27 such Dispute by providing written notice to the other party (by first class or registered  
28 mail) **describing the facts and circumstances** (including any relevant

1 documentation) of the Dispute and allowing the receiving party 30 days in which to  
2 respond to or settle the Dispute.”

3 117. This informal dispute resolution provision is, by itself, a condition  
4 precedent to invoking the Arbitration Agreement in the Terms. The Terms state, “**To**  
5 **the extent you cannot resolve any Dispute through the informal dispute**  
6 **resolution procedure described above**, a Dispute shall be resolved through binding  
7 individual arbitration (“Arbitration Agreement”).”

8 118. The facts and circumstances surrounding each individual claim and the  
9 supporting documentation showing each individual’s supposed interaction with the  
10 Website has not been provided. Defendants have further indicated that they do not  
11 plan to provide such information. Defendants’ letter dated September 6, 2023 does  
12 not satisfy this requirement, and they have never cured this deficiency.

13 119. Based on the foregoing, L’Occitane seeks (1) declaratory relief that  
14 Defendants have not satisfied the informal dispute resolution process, and (2)  
15 injunctive and equitable relief as is necessary to protect L’Occitane from Defendants’  
16 claims to the contrary.

17  
18 **COUNT VI**

19 **Preemption of CIPA Pursuant to the Communications Decency Act**  
20 **47 U.S.C. § 230**

21 120. Plaintiff L’Occitane incorporates by reference the allegations contained  
22 in all preceding paragraphs of this complaint.

23 121. Through its operation of its Website, L’Occitane provides an interactive  
24 computer service, in that L’Occitane provides information services – including, but  
25 not limited to, the publishing of electronic content and the ability of multiple website  
26 visitors to retrieve such information via the Internet from L’Occitane’s server(s).

27 122. L’Occitane utilizes the services of various technology vendors in  
28 connection with its website that are used in good faith to detect and/or deter fraud,

1 harassing conduct and use of its website, and/or otherwise objectionable material and  
2 conduct on its website.

3 123. The services provided by Forter, for instance, are used by L’Occitane  
4 exclusively for fraud prevention and protection.

5 124. The services provided by Google Analytics and Contentsquare also  
6 allow L’Occitane to collect (anonymized and/or aggregate) data concerning Website  
7 visitor interactions on the Website, which data can be and is used by L’Occitane to  
8 improve its Website, cybersecurity defenses, and/or similarly detect fraudulent or  
9 otherwise objectionable activities conducted by potential bad actors on L’Occitane’s  
10 Website.

11 125. Defendants seek to penalize and hold L’Occitane liable under CIPA for  
12 L’Occitane’s actions above that L’Occitane voluntarily utilizes in good faith to  
13 restrict access to material and/or conduct that L’Occitane considers harassing or  
14 otherwise objectionable.

15 126. The Communications Decency Act provides in relevant part that “[n]o  
16 cause of action may be brought and no liability may be imposed under any State or  
17 local law that is inconsistent with this section.” 47 U.S.C. § 230(e)(3).

18 127. To the extent that CIPA Sections 631 and Section 632.7 survive  
19 Constitutional scrutiny and/or are held to be enforceable as a general matter,  
20 Defendants’ actions to hold L’Occitane liable under CIPA under these facts are in  
21 violation of, and preempted by, the Communications Decency Act.

22 128. L’Occitane seeks (1) declaratory relief that Defendants’ actions violate  
23 the Communications Decency Act, and (2) injunctive and equitable relief as is  
24 necessary to protect L’Occitane from Defendants’ conduct in violation of the  
25 Communications Decency Act.

26 ///

27 ///

28 ///

1 **COUNT VII**

2 **Violation of Computer Fraud and Abuse Act**  
3 **18 U.S.C. § 1030**

4 129. Plaintiff L’Occitane incorporates by reference the allegations contained  
5 in all preceding paragraphs of this complaint.

6 130. L’Occitane’s computers and servers are involved in and affect interstate  
7 and foreign commerce, and are protected computers under 18 U.S.C. § 1030(e)(2).

8 131. Zimmerman Reed sent a form demand letter to L’Occitane on  
9 September 6, 2023, claiming that “approximately 2,250 of [its] clients ... may  
10 present” claims against L’Occitane under Sections 631 and 632.7 of CIPA.

11 132. On October 6, 2023, counsel for L’Occitane provided the following  
12 notice to the Defendants:

13 L’Occitane notifies you here that anyone associated with your firm,  
14 firms you are working with on these matters, any and all undisclosed  
15 clients, Claimants, or any other individuals you represent now or in the  
16 future, **are no longer authorized to visit or view the L’Occitane  
17 Website, <https://www.loccitane.com/>**, as well as any webpages located  
18 at this domain. Please instruct your clients, employees, agents,  
19 contractors and co-counsel that they should cease and desist from any  
20 attempt to access the foregoing website, provide any information to  
21 L’Occitane, or otherwise attempt to set up any lawsuit against  
22 L’Occitane or its affiliate companies, under CIPA or otherwise.

23 133. On October 20, 2023, Zimmerman Reed sent to counsel for L’Occitane  
24 a spreadsheet containing the first and last names of approximately 3,144 “clients  
25 represented by Zimmerman Reed (‘Claimants’) who intend to advance the claims  
26 asserted in the September 6 letter.”

27 134. In other words, Zimmerman Reed and its clients manufactured  
28 approximately 1,000 more purported CIPA claims against L’Occitane compared to  
Zimmerman Reed’s initial form demand letter.

135. Based on the very limited number of putative Claimants who L’Occitane  
could ascertain in its business records – such as by cross-referencing email addresses

1 submitted through L'Occitane's website against data submitted with AAA filings –  
2 L'Occitane could see that a substantial percentage of this limited subset of putative  
3 Claimants were attempting to manufacture CIPA *after* L'Occitane's October 6, 2023  
4 notice detailed above.

5 136. For example, one of the Defendants who L'Occitane believes to be  
6 named Veronica Eshelby registered on L'Occitane's website by submitting her email  
7 address on October 11, 2023. And as far as L'Occitane can discern, she did not do  
8 anything else on the website, such as purchase anything.

9 137. Thus, on information and belief, Ms. Eshelby accessed L'Occitane's  
10 website *after* L'Occitane provided unequivocal notice that she was not authorized to  
11 do so, and she did so for the purpose of manufacturing a CIPA claim against  
12 L'Occitane.

13 138. By doing so, Ms. Eshelby obtained information from a protected  
14 computer that she was not authorized to access.

15 139. On information and belief, numerous other Defendants accessed  
16 L'Occitane's website and obtained information from L'Occitane's protected  
17 computer after being expressly informed through Zimmerman Reed that they were  
18 not authorized to do so. For example, another claimant made a purchase on December  
19 28, 2023, months after being on notice not only of L'Occitane's privacy practices,  
20 but also that she was no longer authorized to access the Website.

21 140. On information and belief, Zimmerman Reed through its attorneys,  
22 employees, and agents, continued to access L'Occitane's website, and conspired with  
23 the other Defendants to access L'Occitane's website, to obtain information from  
24 L'Occitane's protected computer, after being expressly informed that they were not  
25 authorized to do so.

26 141. Defendants have engaged in a civil conspiracy to commit the above-  
27 described activities in order to knowingly and willfully manufacture putative CIPA  
28 claims and other potential claims for the purpose of extorting an *in terrorem*

1 settlement or other monetary payment(s) from L'Occitane, and have communicated  
2 threats to continue accessing L'Occitane's website without authorization and with  
3 the intent to continue manufacturing extortionary CIPA claims.

4 142. Defendants have knowingly and willfully engaged in the above-  
5 described activities to cause L'Occitane damages.

6 143. L'Occitane has suffered, and continues to suffer, damages and loss by  
7 reason of these violations, including, without limitation, harm to L'Occitane's  
8 content, computer systems, and increased data storage costs, expenses, including  
9 attorneys' fees and lost employee time associated with being forced to investigate the  
10 unauthorized access and abuse of its computers and servers, and other losses and  
11 damage in an amount to be proven at trial, and well in excess of \$5,000 aggregated  
12 over a one year period.

13 144. In addition, L'Occitane has suffered and will continue to suffer  
14 irreparable harm, and its remedy at law is not itself adequate to compensate it for  
15 injuries inflicted by Defendants.

16 145. L'Occitane seeks (1) declaratory relief that Defendants' actions are in  
17 violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, (2) injunctive and  
18 equitable relief as is necessary to protect L'Occitane from Defendants' conduct in  
19 violation of the Computer Fraud and Abuse Act, and (3) L'Occitane's damages,  
20 including its reasonable attorneys' fees and costs and other litigation expenses.

21  
22 **PRAYER FOR RELIEF**

23 Wherefore, L'Occitane prays for the following relief:

24 1. A declaratory judgment that CIPA Sections 631 and 632.7 are  
25 unconstitutional content-based restrictions on speech.

26 2. A declaratory judgment that CIPA Sections 631 and 632.7 are  
27 unconstitutional time, place, and manner restrictions on speech.

28 3. A declaratory judgment that CIPA Section 631 is void for vagueness.

1           4. Preliminary and permanent injunctive relief enjoining enforcement of  
2 CIPA against L'Occitane by restraining Defendants, their employees,  
3 representatives, agents, and all persons or entities acting in concert with them during  
4 pendency of this action and thereafter perpetually from asserting claims under CIPA  
5 arising under the same facts and circumstances against L'Occitane.

6           5. In the alternative, to the extent CIPA is held to be constitutional and  
7 enforceable, and that the use of a Google Analytics implicates CIPA, a declaration  
8 that Zimmerman Reed's use of Google Analytics violates CIPA, Zimmerman Reed  
9 has unclean hands, and/or such further relief that the Court feels is warranted as a  
10 result of Zimmerman Reed engaging in conduct that it accuses others as being  
11 criminal.

12           6. A declaratory judgment that L'Occitane has not formed an agreement,  
13 to arbitrate or otherwise, with the Defendants, or in the alternative, if any agreements  
14 exist between L'Occitane and particular individual Defendants (to the extent such  
15 individuals can prove the existence of a valid contract on an individual basis), that  
16 such individuals are in breach of the Informal Dispute Resolution provision of  
17 L'Occitane's Terms, and award L'Occitane its damages resulting from such breach.

18           7. Preliminary and permanent injunctive relief that (a) restrains all  
19 Defendants, their employees, representatives, agents, and all persons or entities  
20 acting in concert with them during pendency of this action and thereafter perpetually  
21 from seeking to compel L'Occitane to arbitrate any claim with the foregoing  
22 individuals, and (b) stays all arbitration proceedings during pendency of this action.

23           8. Preliminary and permanent injunctive relief that restrains all  
24 Defendants, their employees, representatives, agents, and all persons or entities  
25 acting in concert with them during pendency of this action and thereafter perpetually  
26 from accessing L'Occitane's Website.

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9. An award to L’Occitane of restitution and damages, including, but not limited to, liquidated, compensatory, statutory, treble damages, and punitive damages, as permitted by law.

10. Plaintiff’s reasonable costs and attorney’s fees pursuant to the Computer Fraud and Abuse Act or any applicable statute or authority, and further relief the Court may grant in its discretion.

11. And any other relief that the Court deems just and appropriate.

Dated: February 8, 2024

**ARENTFOX SCHIFF LLP**

By: /s/Allan E. Anderson

Allan E. Anderson  
Adam D. Bowser  
Andrea M. Gumushian  
Attorneys for Plaintiff  
L’OCCITANE, INC.



# **Exhibit 1**

Unique Identifier	Claimant First Name	Claimant Last Name	Claimant Address Line	Claimant City	Claimant State Abbreviation
00001	Isabel	Aguila	11366 Via Rancho San Diego, Unit D	El Cajon	CA
00002	Thomas	Anderson	526 Anacapa St., Apt. B	Santa Barbara	CA
00003	Alice	Audibert	1341 58th Ave., Apt. 3	Oakland	CA
00004	Spenser	Bradley	2020 N St.	Sacramento	CA
00005	Karen	Castillo	1133 E 108th St.	Los Angeles	CA
00006	Natalie	Caudillo	503 Stilson Canyon Rd.	Chico	CA
00007	Amy	Cetina	665 N Boyle Ave.	Los Angeles	CA
00008	Claudia	Dacak	528 Broderick Dr.	San Jose	CA
00009	Pamela	Deans	3463 Crowell Ave.	Riverside	CA
00010	Anastasiia	El Bariki	2385 Rydal Cir.	Roseville	CA
00011	Jennifer	Endres	9530 Hageman Rd., Apt. B120	Bakersfield	CA
00012	Veronica	Eshelby	11577 Suburnas Way	Santa Ana	CA
00013	William	Estrada	6718 Stafford Ave., Apt. H	Huntington Beach	CA
00014	Angie	Fotiades	1143 10th St.	Manhattan Beach	CA
00015	Dhaman	Gill	1950 E 16th St., Apt. M108	Newport Beach	CA
00016	Lucy	Hakverdian	9532 McLennan Ave.	Northridge	CA
00017	LaDiamond	Harvey	1245 Northpoint Dr., Unit E	San Francisco	CA
00018	Christina	Hernandez	28223 Paseo el Siena	Laguna Niguel	CA
00019	Lucas	Huerta	229 Rosecrans Pl.	Manhattan Beach	CA
00020	Veronica	Jensen	2255 Showerd Dr., Apt. 397	Mountain View	CA
00021	Julianne	Johnson	4175 Snook Ave., Box 246	Clearlake	CA
00022	Roman	Koidl	5640 Observation Ln.	Los Angeles	CA
00023	Patricia	Laas	3253 Copley St.	Simi Valley	CA
00024	Amy	Luu	2142 Sunrise Ln, Apt. A	San Bernardino	CA
00025	Lacy	Mason	1815 Gateway Pl., Apt. 1815	Rancho Mission Viejo	CA
00026	Karen	McAllister	2447 La Granada Dr.	Thousand Oaks	CA
00027	Enric	Morera	1110 F St., Apt 209	San Diego	CA
00028	Shannon	Morgan	1252 W. 22nd St., Apt. 1	San Pedro	CA
00029	Yvonne	Mychal	521 Montana Ave., Apt. 309	Santa Monica	CA
00030	Michelle	Newman	5001 Hunter Ave., Apt. 3	Bakersfield	CA
00031	Marcia	Pendleton	160 Parkcrest, Apt. 26587	Newport Coast	CA
00032	Natasha	Pereira	10574 Encino Ave.	Granada Hills	CA
00033	June	Poyourow	17 Magnum	Rancho Mirage	CA

00034	John	Ringler	16826 Vasquez Way, Unit 89	San Diego	CA
00035	Velvet	Roberts	2914 East Sawyer St., Apt. S	Long Beach	CA
00036	ROZ	Saedi	121 N. Clark Drive , Apt. 101	Los Angeles	CA
00037	Fardin	Sarraf	5730 Caminito Pulsera	La Jolla	CA
00038	Vishal	Shah	16 Freeman Ln.	Buena Park	CA
00039	Noeleen	Spies	29007 Hollow Oak Ct.	Agoura Hills	CA
00040	Daina	Summerfield	10920 South Western Ave.	Los Angeles	CA
00041	Ida	Teal	518 W. 102nd St.	Los Angeles	CA
00042	Terry	Toler	217 Belford Pl.	Vacaville	CA
00043	Elena	Tveretinov	5324 Hemlock St., Apt. 224	Sacramento	CA
00044	Alejandro	Vargas	254 Pioneer St.	Santa Maria	CA
00045	Christopher	Villaflor	8912 Adah St.	Garden Grove	CA
00046	Kathy	Vu	15392 Stanford Ln.	Huntington Beach	CA
00047	Xiaoxiang	Wang	6524 Alta Vista Dr.	El Cerrito	CA
00048	Dennis	Wang	385 Eaton Dr.	Pasadena	CA
00049	Ashley	Williams	530 W 7th St., Apt. 403	Los Angeles	CA
00050	Robin	Williams	120 N. Van Buren, Apt. F	Placentia	CA

Claimant Zip	Claimant Email	Claimant Phone	Claim Amount
92019	izzy0718@yahoo.com	(619) 251-6252	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93101	tandersonjr@me.com	(805) 708-6638	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94621	agentabookings@me.com	(415) 603-7458	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95811	spensernicole@yahoo.com	(916) 402-5838	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90059	castillominott@gmail.com	(323) 388-7480	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95928	cinnamonvine@yahoo.com	(415) 987-3961	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90033	acetina323@gmail.com	(323) 994-8920	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95111	claudia_dacak@yahoo.com	(818) 235-6388	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92504	pdeans4@aol.com	(909) 239-4599	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95747	anastasiia.elbariki@gmail.com	(424) 394-2614	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93312	naturaldisaster2017@outlook.com	(661) 934-0104	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92705	veshelby@yahoo.com	(714) 809-2774	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90255	estradowill95@hotmail.com	(213) 716-5429	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90266	angeliki.fotiades@gmail.com	(916) 479-6996	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92663	dhamansgill@gmail.com	(949) 201-7683	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91343	trinity54285@aol.com	(818) 383-7007	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94130	ladiamondh@gmail.com	(415) 724-3085	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92677	cmshernandez@gmail.com	(714) 234-7472	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90266	lhuert27@yahoo.com	(818) 454-8108	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
85255	vbiberman@gmail.com	(650) 575-5132	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95422	Juleewilde121@gmail.com	(707) 987-1922	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90028	rkoidl@gmail.com	(415) 504-4140	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93063	Patricialynnlaas@gmail.com	(310) 384-9360	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92404	amyliluu99@gmail.com	(909) 533-1382	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92694	misslacy@me.com	(714) 580-9694	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91362	kmac4400@gmail.com	(310) 500-8089	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92101	enric.morera@pwc.com	(805) 338-4006	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90731	skdluzak@gmail.com	(949) 981-2512	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90403	yvonnemychal@aol.com	(310) 871-2680	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93309	msnewmanmr80@gmail.com	(661) 416-2900	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92657	marsuzter@gmail.com	(310) 867-4122	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91344	iluvgigi818@gmail.com	(323) 568-7459	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92270	junepo18@gmail.com	(310) 704-0651	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs

92127	johnringler@hotmail.com	(858) 349-1852	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90805	vroberts@laort.edu	(562) 440-3458	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90048	rsn500@gmail.com	(310) 922-1292	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92037	fardin74@yahoo.com	(858) 459-5161	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90621	vishal.rshah12@gmail.com	(714) 404-8546	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91301	nmspies@aol.com	(818) 269-1253	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90047	geyez2@gmail.com	(323) 861-7084	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90044	Teal2707@gmail.com	(213) 269-8452	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95687	accessprop.terry@gmail.com	(510) 877-2114	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95841	etvereti@gmail.com	(916) 798-2636	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93458	alex.vargas5611@gmail.com	(805) 720-7372	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92841	Chris.Villaflor@gmail.com	(714) 394-0639	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92647	kathyctvu@gmail.com	(949) 558-6065	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94530	conniexx.wang@gmail.com	(510) 396-9726	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91107	dwang116@gmail.com	(626) 710-7585	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90014	arwilliams52@gmail.com	(213) 357-8627	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92870	skogenro@yahoo.com	(714) 336-3558	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs











Unique Identifier	Claimant First Name	Claimant Last Name	Claimant Address Line	Claimant City	Claimant State Abbreviation
00051	Kelly	Angel	4185 Brisbane Cir.	El Dorado Hills	CA
00052	Megan	Avila	587 via de Bella	Fairfield	CA
00053	Tara	Barry	16255 Annatto Ct.	Chino Hills	CA
00054	Alicia	Blaine	106B Madison Dr., Apt. B	Maple Shade	NJ
00055	Dorothy	Blunt	11658 Laurelcrest Dr.	Studio City	CA
00056	Vicelia	Castro	2970 S Rae St.	West Valley City	UT
00057	Gloria	Chaidez	44011 Kirkland Ave.	Lancaster	CA
00058	Steven	Collins	3401 Iron Point Dr., Apt. 571	San Jose	CA
00059	Daniele	Compatangelo	1431 28st S., Apt. 8	Arlington	VA
00060	Mary Grace	Dar	3710 Midvale Ave., Apt. 106	Los Angeles	CA
00061	Maria	Deleon	917 Helena Ridge	Lake Elsinore	CA
00062	Svetlana	Dolinsky	10220 Tujunga Canyon Blvd., Apt. 306	Tujunga	CA
00063	Claire	Freeman	2037 Taylor St.	San Francisco	CA
00064	Francisco	Gallegos	3839 Live Oak St.	Cudahy	CA
00065	Ezra	Gonzalez	1953 Rue Michelle	Chula Vista	CA
00066	Rachelle	Gordon	370 Walnut Ave., Apt. 11	Carlsbad	CA
00067	Pia	Hagan	211 Monterey Rd.	Pacifica	CA
00068	Susan	Hahn	22053 Pacific Coast Hwy., Apt. 6A	Malibu	CA
00069	Lucy	Hakverdian	9532 McLennan Ave.	Northridge	CA
00070	Kristina	Iversen	1100 Gough St., Apt. 19E	San Francisco	CA
00071	Beatriz	Juarez	20438 Moberly Pl.	Winnetka	CA
00072	Christine	Kenton	15080 Cypress, Apt. 45	Caspar	CA
00073	Catherine	Lee	13702 Valley View Ave.	La Mirada	CA
00074	Deseree	Lhoir	1719 Goss	Oakland	CA
00075	Steve	Lim	13283 Sunstream Dr.	Chino Hills	CA
00076	Vivienne	Lim	627 Montezuma Ct.	Walnut Creek	CA
00077	Tawnya	Little	16341 McFadden	Tustin	CA
00078	Charlyn	Lu	4968 Westlawn Ave.	Los Angeles	CA
00079	Karri	Lunsford	1100 Roseville Parkway, Apt. 525	Roseville	CA
00080	Laura	Macauley	3434 Hollydale Drive	Los Angeles	CA
00081	Sharon	Manier	2364 University Ave.	Riverside	CA
00082	Cherry	Mao	140 Starlite Dr.	San Mateo	CA
00083	Sera	Marlowe	5459 Mary Jo Way	San Jose	CA

00084	Caitlin	Mcdaniel	18507 New Hampshire St., Apt. A	Adelanto	CA
00085	Antoinette	Messina	9112 Shelter Cove Ct.	Las Vegas	NV
00086	Mesbah	Naeimyan	19222 Kittridge St.	Reseda	CA
00087	Timmy	Nguyen	10382 Patricia Drive	Garden Grove	CA
00088	Jung	Park	3203 Columbus Grove Dr.	Tustin	CA
00089	Salvador	Ramirez	6604 Winding Way	Carmichael	CA
00090	Jennifer	Redding	2921 Francis Ave., Apt. 100	Los Angeles	CA
00091	Stephanie	Rodriguez	15506 Valerio St.	Lake Balboa	CA
00092	Isabelle	Rogers	160 Blake Street, Apt. 2	San francisco	CA
00093	Victoria	Schizas	5033 W. 138th St.	Hawthorne	CA
00094	Juli	Shamash	2012 S. Canfield Ave., Apt. 24281	Los Angeles	CA
00095	Ashlee	Smith	3019 Rush Creek Court	Redding	CA
00096	Pearl	Tabot	1446 Alcazar Ave.	Hayward	CA
00097	David	Takeda	4038 Strawberry Pl.	Encino	CA
00098	Ida	Teal	518 W. 102nd St.	Los Angeles	CA
00099	Mady	Tep Vernon	5000 E. Stearns St.	Long Beach	CA
00100	Vanessa	Tran	1200 S 6th Ave.	Arcadia	CA
00101	Santrise	Webb	739 S. Boyle Avenue	Los Angeles	CA
00102	Sandra	Yaghoubian	9145 Charleville Blvd., Apt 305	Beverly Hills	CA
00103	Megumi	Yuhara	160 Brannan St., Apt. 111	San Francisco	CA

Claimant Zip	Claimant Email	Claimant Phone	Claim Amount
95762	kelly.angel@sbcglobal.net	(415) 246-2986	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94534	meganavila12@gmail.com	(415) 610-0576	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91709	tarahbarry@yahoo.com	(909) 287-6000	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
08052	ablaine2020@gmail.com	(856) 540-8960	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91604	dottieb9@me.com	(954) 801-5085	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
84120	v.tavo17@gmail.com	(909) 701-4648	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
93535	okandekun@gmail.com	(661) 733-8369	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95134	jsbobatea@outlook.com	(517) 416-4954	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
22206	compatangelo@gmail.com	(213) 399-6830	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90034	missgracedar@yahoo.com	(310) 710-8594	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92530	mcd0616@yahoo.com	(858) 348-7389	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91042	lanalloads@gmail.com	(747) 895-2627	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94133	clairealeyf@gmail.com	(479) 595-6101	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90201	fgallegosam27@gmail.com	(562) 739-4243	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91913	ezra@ezragonzalez.com	(619) 587-3100	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92008	rgordon1384@gmail.com	(760) 405-7926	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94044	love4pia@gmail.com	(650) 451-2616	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90265	sshahn90265@yahoo.com	(760) 610-4567	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91343	trinity54285@aol.com	(818) 383-7007	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94109	krisiversen@comcast.net	(415) 203-4360	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91306	msbjuarez@gmail.com	(818) 581-0443	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95520	ckrose@att.net	(707) 621-1606	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90638	cathielee922@gmail.com	(818) 445-9436	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94607	desibear22@gmail.com	(916) 225-2829	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91709	Hyunseok611@gmail.com	(714) 883-5592	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94598	viviennexlim@gmail.com	(925) 262-7335	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92780	tawnyalittle@gmail.com	(657) 767-9557	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90066	longhorngirl@gmail.com	(817) 706-6999	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95678	kllunford69@gmail.com	(916) 505-8494	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90039	lthoel@roadrunner.com	(323) 839-6726	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92507	Sharonmanier@yahoo.com	(951) 232-7047	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94402	cxwmao@gmail.com	(310) 424-0295	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95124	cloud_cantina@yahoo.com	(586) 554-0536	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs

92301	mcaitlin7293@gmail.com	(760) 912-3052	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
89117	toniandhailey@yahoo.com	(925) 234-6927	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91335	mntech021@gmail.com	(310) 990-0267	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92840	xbigvietx@gmail.com	(714) 725-9468	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
92782	junghpark@gmail.com	(949) 272-6862	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
95608	salvadoramirez11@gmail.com	(279) 386-2050	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90005	jr122279@gmail.com	(213) 214-7105	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91406	stephrodriguez23@gmail.com	(818) 388-2482	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94118	isabellerogers11@yahoo.com	(224) 436-4786	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90250	vjunk2009@aol.com	(310) 346-0751	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90034	juli@locs.com	(310) 387-7500	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
96002	ashleersmith@gmail.com	(304) 222-2745	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94544	pearlmagpayo@yahoo.com	(510) 928-0784	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91436	dtakeda@gmail.com	(818) 714-1213	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90044	Teal2707@gmail.com	(213) 269-8452	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90815	madytepvernon@gmail.com	(312) 550-6467	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
91006	nessesatee@gmail.com	(626) 731-8280	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90023	santrisenicole@gmail.com	(773) 319-8228	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
90212	sandrayag78@gmail.com	(310) 274-4955	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs
94107	megumi_yuhara@yahoo.com	(310) 962-4434	\$9,999.99 inclusive of all damages, other relief, attorneys' fees and costs

















Table with multiple columns including Case ID, Name, Address, City, State, Zip, Case No., Amount, Status, and Date. The table lists numerous entries, each with a unique case identifier and associated personal information. The data is organized in a grid format with approximately 15 columns per row. The entries include names, full addresses (street, city, state, zip), a numerical case number, a monetary value, a status indicator (e.g., 'Yes'), and a date (e.g., 'CA'). The table covers a wide geographic area, with many entries from California and others from states like New York, Florida, and Texas.

















Table with 17 columns: ID, Name, Address, City, State, ZIP, Email, Phone, Amount, Description, Status, Date, etc. Rows include individuals like Jessica Nguyen, Karen Nguyen, Pauline Nguyen, etc., with their respective case details.



Table with multiple columns containing case information: Case Number, Name, Address, City, State, Zip, Case Type, Amount, Status, Date, and various flags (Yes/No).











First Name	Last Name
Syed	Abbas
Vannath	Abcede
Terrie	Abdi
Muhammad	Abdullah
Mark	Abellar
Ashley	Abeyta
Sofia	Abolfathi
Zoe	Abrahams
Roza	Abramyan
Hibeh	Abuhamdeh
Wesall	Aburokba
Joshua	Ackerman
Mary	Ackerman
Christina	Acosta
Dagmar	Adamec
Be-Be	Adams
Lisa	Adams
Natalia	Adams
Stephanie	Adams
Jacob	Adams
Chaitra	Adari
Jessica	Aden
Barbara	Adler
Erica	Adupoku
Jamie	Aftalion
Silvia	Aganyan
Seema	Agarwal
Ana Marie	Agee
Raja	Agnani
Christina	Agoncillo
Komal	Agrawal
Isabel	Aguila
Claire	Aguilar
Tina	Aguilar
Anndrea	Aguilar
Dalia	Aguilar
Francim	Aguilar
Andres	Aguirre
Brittany	Aguirre
Yassin	Ahmed
Zain	Ahmed
Rachel	Ahn

Kim	Aird
Dilyaram	Aitakhunova
Maria	Akbarifeo
Nicole	Akhlaghi
Anthony M	Alamillo Jr
Joe	Alanes
Hannah	Alaniz
Amparo	Alarcon
Craig	Albert
Zachary	Albrecht
Elizabeth	Albrecht
Harry	Alcorn
Francis	Aldaba
Kathleen	Alderete
Dawn	Aldridge
Hashem	Al-Dujaili
Leandra	Ale
Marla	Alessio
Alexandra	Allen
Debra	Allen
Jamie	Allen
Samantha	Allen
Emerald	Almaraz
Laura	Alonso
Shaina	Alperin
Kareem	Alqaza
Ida	Altounian
Antoinette	Alvarado
Irma	Alvarez
Paula	Alvarez
Tania	Alvarez
Xavier	Alvarez
Christine	Alvarez
Jasmyn	Alviter
Kiriakos	Alyousef
Kira	Amante
Ashley	Amerson
Carreen	Andersen
Abigail	Anderson
Cindy	Anderson
Julie	Anderson
Julie	Anderson
Justin	Anderson

Stefani	Anderson
Thomas	Anderson
Marlin	Anderson
Dulce	Andrade
Erick	Andrade
Toni	Andrade
Jane	Andrews
Stephanie	Andrews
Kelly	Angel
Lisa	Ansell
Carole	Antouri
Hugh	Aoki
Edwin	Aparicio
Gina	Apodaca
Terri	Apple
Estudita	Apusen
Niharika	Arabandi
Ani	Arakelian
Kotchamon	Aram
Nadine	Arasoghli
Maria	Arce
Kristen	Archdeacon
Angelica	Archibald
Michelle	Archilla
Kealoha	Arelliano
Yaneth	Arenivar
Karina	Arevalo
Mariam	Arghandewal Safi
Carlos	Arias
Jeffrey	Armfield
Allie	Armstrong
Srbui	Armstrong
Roberto	Arras
Judith	Arriaga
Ruby	Arrington
Elena	Arroy
Grace	Aruta
Nicole	Ash
Irma	Ashkinazi
Alisha	Atmaja
Lamees	Attar Bashi
Amy	Atthajaroon
Anshi	Aucar

Alice	Audibert
Maria A	Aureliano Campos
Tamasha	Austin
Jennifer	Avera Wood
Iris	Avila
Kelly	Avila
Kelly	Avila
Mario	Avila
Wendy	Avila
Megan	Avila
Iryna	Awad
Elizabeth	Axe
Lisa	Axelrod
Laura	Ayala
Robert	Ayala
Krystal	Ayala
Intifadeh	Ayesh
Michael	Azakie
Sabryna	Azar
Floriana	Azemi
Lori	Azoulay
Lea	Azucena
Thomas	Babb
Nicholas	Babeaux
Danielle	Babiak
Nancy	Badar
Angela	Bagby
Lisa	Bagley
Melendy	Baham
Rosario	Bahena
Summer	Bahn
Sally	Baho
Shadonna	Bailey
Dina	Bailey
Nathan	Bailey
Natalie	Bailon
Kiran	Bajwa
Joseph	Baker
Shawn	Baker
Rosemarie	Balandra Raif
Lorraina	Ballard
Tosin	Balogun
Corey	Bang

Fatemeh	Banhashemi
Victor	Barajas
Des	Barajas
Vincenza	Barbato
Brandy	Barber
Shannon	Barbour
Alice	Bardan
Diane	Barnes
Marcy	Barnhart
Jaime	Barreto
Jatziry	Barreto
Matthew	Barrientos
Stephanie	Barrio
Soleil	Barros
Megan	Barry
Tara	Barry
Jeanine	Basehart
Layla	Basiliali
Sim	Basra
Waleed	Bassiouni
Brooke	Bastiaans
Ishan	Basu-Kesselman
Marivic	Batesting
Ashley	Batista
Amrit	Batth
Mary	Battin
Anand	Batzul
Beth	Bauer
Liz	Bauer
Pam	Bauerle
Tina	Baumann
Krista	Baumbach
Mika	Baumgardner
Minhong	Beak
Ivan	Bealessio
Isaiah	Bean
Ashley	Beardslee
Nikki	Beasley
Anne	Beattie
Francisco	Becerra
Mary	Becerra
Brittney	Becker
Aries	Bedgood

Stacey	Beeler
Nicole	Beer
Victoria	Begler
Susan	Behar
Angela	Bekzadian
Simone	Belitu
Erin	Bell
Erin	Bell
Anita	Belokopytova
Romy	Belton
Dania	Beltran
Lionel	Beltran
Gloria	Benavides
Rawan	Bender
Tanya	Benedik
Tara	Bentham-Jones
Kayla	Benware
Barbara	Beran
Lauren	Bergman
Barbara	Bergmann
Caron	Berkley
Bari	Berman
Michelle	Bernstein
Nicole	Berry
Dean	Bertone
Paula	Beset
Allison	Bethen
Lisa	Bevier-Sakimura
Trusha	Bhagwat
Shelly	Bhalla
Saachi	Bhayani
Michael	Billena
Tiara	Billups-Larkin
Inessa	Binenbaum
Emily	Bird
Lenore	Bird
Jeff	Bird
Bridgette	Birdie
Amy	Bishop
Dallas	Bishop
Sienna	Bisson
Synthia	Blackburn-Smith
Alicia	Blaine

Stephanie	Blake
Tina	Blanchard
Leslie	Blanco
Allison	Blank
Courtney	Blankenship
Nancy	Blann
Margierie	Blardony
Olga	Blaut
Wendy	Blevins
Alison	Blick
Samantha	Block
Sandra	Bloom
Kevin	Blumberg
Dorothy	Blunt
Abby	Boal
Maria	Bocharova
Caitlin	Boelke
Kalle	Boertje
Kathy	Bogart
Olga	Bogatova
Allen	Bohanan
Jodie	Bohrer
Richelle	Boissiere
Derin	Bojorquez
Maya	Bollinger
Gabrielle	Bon Durant
Victoria	Bonds
Andre	Bonhomme
Bianca	Bonifacio
Coca	Bonilla
Sandra	Booth
Tirrell	Bordenave
Sandra	Boren
Brandi	Borja
Bradford	Bosley
Laura	Boswell
Nabila	Boukhalfa
Priscilla	Bourbonnais
Corina	Bousheri
Allison	Bowen
Shawna	Bowen
Jessica	Bowser
Andrew	Boyd

April	Boyd
Madison	Boyer
Lara	Boyko
Jermaine	Bradley
Spenser	Bradley
Jill	Braggiotti
David	Brandt
Dea	Brawley
Shavonda	Braxton
Sierra	Bray
Erica	Breaux
Jill	Breitzman
Laureen	Brewer
Susan	Brickman
Francesca	Brittingham
Barbara	Brodrick
Marcio	Brolezi
Debe	Brooks
Christine	Brosowski
Tiana	Brossard
Andrea	Brothers
Alexis	Brotzman
Antonio	Brown
Chad	Brown
Dylan	Brown
Lakesha	Brown
Latoria	Brown
Lindsay	Brown
Marisa	Brown
Melanie	Brown
Natalie	Brown
Carolyn	Brown
Nakita	Brown
Nathaniel	Brown
Debbie	Browning Green
Lauren	Brownlee
David	Brumlage
Julia	Brushett
Natasha	Brusilovskiy
Anna	Bryant
Jodi	Buddine
Alexis	Buelna
Vicky	Bui

Thomas	Bulger
Darryl	Bullock
Kat	Burckhardt
Starr	Burgan
Louis	Burgh
Eileen	Burke
Michael	Burlingame
Joanne	Burns
Patrick	Burns
Chris	Bustard
Dallace	Butler
Linda	Butler
T	Bynum
Brittany	Byrd
Ashley	Byrski
James	Cabaj
Melissa	Cabalar
Alex	Caban
Theresa	Cabanban
Alexandra	Cacciatore
Kimberly	Cafaro (Crockett)
Ms.	Cairo
Eileen	Caldera
Natalie	Caldeu
Clariz	Calimag
Yume	Callahan
Eleanor	Callier
Danielle	Calloway
Deanna	Calvin
Amanda	Camacho
Irene	Camacho
Christina	Camara
Scott	Camilli
Meyra	Campos
Melisse	Cantatore
Amanda	Cantrell
Joyce	Caparas
Cristanne	Capatayan
Carolina	Capetillo
Carlos	Carbajal
Jack	Carbonell
Kymberly	Cardenas
Jeffrey	Cardin

Christopher	Cardinelli
Laura	Cardo
Luisa	Cardona
Kathy	Carell
Maxine	Carillo
Elsa	Carlson
Jamie	Carmody
Maren	Carmona
Amanda	Carr
Cameron	Carr
Felicia	Carr
Mia	Carrasco
Breezy	Carreno
Cory	Carrillo
Lily	Carrillo
Paige	Carroll
Jane	Carroll
Michael	Carter
Fatima	Carter
Lyndia	Carter
Makeya	Carter-Hamilton
Jennifer	Cartwright
Jerilyn	Caruso
Traneah	Caruth
Carrie	Casalino
Lauren	Caseell
Shonda	Casey
Karina	Casillas
Joseph	Cassara
Lorrie	Casserly
Joseph	Castaneda
Karen	Castillo
Pyxie	Castillo
Amanda	Castillo
Annalynn	Castillo
Christine	Castillo
Donna	Castillo
Teresa	Castillo
Vicelia	Castro
Terra	Castro
Natalie	Caudillo
Alohi	Cautiverio
Shauna	Cavers



Gliezl	Cayago
Nancy	Ceja
Genaro	Ceja
Lisa	Celaya
Carmen	Celis
Gloria	Cendejas
Amy	Cerda
Veronica	Certuche
Alvin	Cervania
Angela	Cervantes
Amy	Cetina
Jasmine	Cevallos
Rachel	Chacon
Sabrina	Chacon
Richa	Chadha
Gloria	Chaidez
Lucy	Chakrabarti
Mary	Chalaby
Leisha	Chambers
Tashyla	Chambers
Mei	Champion
Tanisha	Champion Benjamin
Karen	Chan
Martina	Chan
Oliver	Chan
Rachel	Chan
Ryan	Chan
Sharon	Chan
Sydney	Chan
Victoria	Chan
Elliot	Chandler
Anjana	Chandran
Allison	Chang
Christine	Chang
Cris	Chanin
Thomas	Chapa
Jennifer	Chapman
Sueann	Chapman
Cosette	Chaput
Koumudi	Chari
Usha	Chari
John	Charles
Jennifer	Chase

Ray	Chavez
Karampal	Cheem
Ibrahim	Chegade
Anissa	Chen
Ashley	Chen
Jeff	Chen
Jennie	Chen
Jennifer	Chen
Jessica	Chen
Victoria	Chen
Yu Wen	Chen
Justin	Cheng
Kit Ying	Cheng
Maggie	Cheng
Aashish	Chenna
Anastasia	Chernov
Arianna	Cherry
Laura	Chesney
Anthony	Chethalan
Aileen	Chhoa
Kenneth	Chiang
Candy	Chiao
Andrew	Chiera
Karen	Childress
Connie	Chin
Yoomi	Chin-Farrell
Yulia	Chinyakova
Amie	Chiu
Chloe	Choe
Jean	Choi
Samuel	Choi
Chieh	Chou
Michelle	Chow
Trinh	Chow
Katherine	Chrisman
Laura	Christensen
Elizabeth	Christie
PJ	Christoni
Lysa	Christopher
Kymerli	Chu
Altina	Chu
Beverly	Chumley
Dana	Chun

Judy	Chun
Shirley	Chung
Angelina	Cimatu
Camille	Cimino
Cevonte	Cisco
Jennifer	Cisco
Rosalinda	Cisco
Stanley	Cisneros
Fawn	Clark
Kim	Clark
Randolph	Clark
Ebony Lee	Clark Smith
Aaron	Clarke
Shannon	Clarke
Ingrid	Clay
Maria	Cobarrubia
Tyra	Cobb
Valerie	Coca
Joanna	Coduto
Todd	Coffee
Ameera	Cohanim
Michelle	Cohn
Jasmine	Colak
Wendy	Cole
Aspen	Cole
Donald	Coleman
Shelby	Coleman
Alicia	Collier
Heather	Collins
Jacci	Collins
Steven	Collins
Kali	Collymore
Morgan	Comber
Deanna	Combs
Daniele	Compatangelo
Renato	Concepcion
Alejandro	Conde
Bianca	Connell
Jennifer	Connolly
Donna	Contreras
Annie	Contreras
Claudia	Contreras
Jorge	Contreras

Kendra	Conway
Margaret	Conway
Rebecca	Cook
Ron	Cook
Cathryn	Coons
Allison	Cooper
Rhonda	Corbitt
Melissa	Corder
Graceann	Cornwall
Karina	Corona-Berlin
Jennie	Corona-Cantu
Juliana	Corriveau
Cesar	Cortez
Angelita	Cortez
Erika	Cortez
Kimberly	Cortez
Marisa	Cortez
Maria	Cortez
Miguel	Cortez
Malia	Coté
Diane	Cotton
Christine	Couch
Amber	Cowart
Dana	Cox
Sarah	Cox
Kirsten	Coy
Mayra	Crane
Tess	Crane Heimstaedt
Vicki	Cravin
Shinds	Crawford
Roxeen	Critser
Kierra	Crooks
Valerie	Croyle
Myrel	Crump
Alfred Joseph	Cruz
Billy	Cruz
Danielle	Cruz
Leon	Cruz
Lesly	Cruz
Selena	Cruz
Brie	Cubelic
Esrael	Cuizon
Lynn	Cullen

Corena	Culvdr
Carol	Cumberland
Sandra	Cura
Stephen	Curran
Cassandra	Curt
Nicole	Curtis
Sophie	Curtis
Tanna	Curtis
Catherine	Cutler Delgado
Michelle	D'Antonio
Claudia	Dacak
Nitaya	Daengtongkam
John	Dahl
Jody	Dahms
Maral	Dakessian
Samuel	Dakil
Rae	Dalal
Jennifer	Daley
Kathleen	Dallas-Orr
Norma Yolanda	Damas
Alessia	Dambly
Alan	Dang
Lydia	Dang
Nicole	Dang
Quynh	Dang
Tony	Danh
Juliana	Daniels
Molly	Daniels
Kimberly	Daniels
Rachelle	Dannible
Gia	Dao
Mary Grace	Dar
Denise	Dardarian
Anna	Dasari
Joseph	Datu
Mina	Datumanong
Colleen	Daugherty
Brijesh	Dave
Maria	Davila Cadena
Alyssa	Davis
Dawn	Davis
Jacob	Davis
Jay	Davis

Josh	Davis
Katherine	Davis
Kevin	Davis
Leroi	Davis
Therese	Davis
Keisha	Davis
Erika	Dawson
Katherine	Day
Monya	De
Kara	De Graaff
Cherish	De La Cruz
Roland	De La Rosa
Arleen	De Los Santos
Yolanda	Dea
Pamela	Deans
Eli	Debenham
Bruna	Debski
Jordan	Decembre
Chad	Deckert
Giovani	Deharo
Christy	Dehart
Marjorie	Dehey
Justine	Dejesus
Kinsey	Del Francia
Carmen	Del Toro
Martella	Delacruz
Kari	Deleon
Maria	Deleon
Lisa	Deleon
Erika	Delgado
Rock	Delgado
Michelle	Delisle
Chris	Delossantos
Katheryne	Delucia
Theresa	Demaria
Karen	Demartini
Tanya	Demoss
Tayiika	Dennis
Adrian	Denton
Lauriane	Deriu
Mary	Derparseghian
Malena	Desantos
Lumeah	Deschamps

Shayne	Dessa
Avijit	Dey
Azmeena	Dhanani
Pedro	Diaz
Valerie	Diaz
Esthephani	Díaz
Toni	Dibernardo
Justin	Dickerson
Sarah	Dickerson
Erica	Dietrich
Antoinette	Dillard
Tishanna	Dillard
Lynne	Dillender
Minhduc	Dinb
Jiehan	Ding
Kelli	Dinger
Chris	Dingman
Anne	Dinh
Suong	Dinh
Joseph	Dipadova
Christina	Distefano
Alvin	Divina
Neal	Dixon
Trevor	Dixon
Erika	Dobrin
Ruth	Dobson
Adam	Dodson
Liam	Doherty
Keri	Doiel
Sara	Doktor
Svetlana	Dolinsky
Taylor	Dolphin
Irene	Dominguez
Andi	Domnik/Denney
Hao	Dong
Kristine	Dong
Emma	Donley
Christine	Donnelly
Julie	Donsky
Robert	Dorado
Veronique	Dorn
Eian	Dort
Abbas	Dostvandi

Lauren	Douglas
Melanie	Douglas
Cassie	Doult
Lynda	Downing
Kristen	Doyan
Sandra	Doyle
Kevin	Dray
Stephanie	Drell
Mason	Drjaer
Paulina	Dsouza
Anahi	Duarte
Gabriel	Duarte
Leah	Duenastorres
Jennifer	Duffy
Anita	Dunn
Joi	Dunn
Stephanie	Dunn
Jessica	Duong
Victoria	Duong
Sopalitha	Duong
Nina	Duprat
Itzia	Duque
David	Duran
Jennifer	Durmiendo
Pranav	Dutta
Pheakadei	Dy
Lisa	Dyson
Eduardo	Eacobedo
Brenda	Eagan-Johnson
Jeannine	Eagles
Raymond	Eastham
Robert	Ebias
Craig	Eccleston
Aliana	Echenique
Jennifer	Eckard
Julie	Eckert
Kamen	Edwards
Tonya	Edwards
Mary	Egan
Kaitlin	Eggert
Mandy	Ehya
Kerri	Eidson
Jill	Eisenberg

Robin	Eisman
Nadene	Eissa
Nick	Eittreim
Hannah	Ekman
Anastasiia	El Bariki
Rita	El Hage
Rhonda	Elafrangi
Tiana	Elias
Jaime	Elledge
Alyssa	Ellefson
Paige	Ellingson
Alyssa	Ellison
Andrea	Ellsworth
Leslie	Ellwood
Jeannie	Elm
Judy	Elmayan
Rossana	Elorreaga
Juarez	Emerson
Mitchell	Emery
Nicole	Emery
Jennifer	Endres
Britt	Englund
Carol	Ennis
Angelica Joy	Enriquez
Kay	Enriquez
Stefanie	Epstein
Berumen	Erica
Chloie	Erillo
Joel	Escamilla
Adela	Escobar
Connie	Escobar
Bianka	Escobedo
Veronica	Eshelby
Sylvia	Esmundo
Cindy	Espinal
Bernadette	Espiritu
Eileen Joy	Esporo
David	Esquivel
Natasha	Estrada
Uldarico	Estrada
William	Estrada
Marie	Evangelista
Becky	Evans

Yvette (Chris)	Evans
Julia	Eynard Pina
Maya	Ezell
Larence	Fabillaran
Jennifer	Fahey
Marah	Fairclough
Jennifer	Fan
Isabelle	Fang
Aaron	Farkas
Ramzey	Farsijany
Mary	Fasano
Karim	Fazal
Hailey	Featherstone
Natalie	Fedinchik
Sloane	Feingold
Christina	Fekas
Emily	Feng
Kate	Feng
Ling	Feng
Yihua	Feng
Melody	Fennell
Brett	Ferguson
Jeanette	Ferguson
Tamara	Ferguson
Matthew	Fermano
Lisa	Fermi
Alexandra	Fernandez
Claudia	Fernandez
Jennifer	Fernandez
Lionel	Ferrandon
Ana	Ferrer
Theresa	Ferrer
Teresa	Fields
Rickeyna	Fields
Marquita	Fields-Williams
Taukeiaho	Fifita
Jessica	Figuroa
Jessica	Filicko
Benjamin	Finer
Maggie	Finneran
Paul	Fisher
Sam	Fisher
Vanessa	Fisher

Makda	Fitsum
Kathleen	Fitzgerald
Erin	Fitzgerald
Claire	Fitzpatrick
Lori	Flannery
Kristin	Flaxman
Lauren	Fletcher
Alexis	Flores
Allison	Flores
Amy	Flores
Marisa	Flores
Molly	Flores
Regina	Flores
Jhonar	Flores
Catherine	Floyd
Beth	Flure
Kelly	Focke
Cassidy	Foley
Karen	Fomby
Sheryl	Fong
Eric	Ford
Noelle	Ford
Taylor	Forman
Arlene	Formentera
Laura	Fornshell
Jeffrey	Fortis
Gregoire	Fosse
Jennifer	Foster
Mychael	Foster
Rebecca	Foster
Angeliki	Fotiades
Raquel	Fournier
Jennifer	Fox
Mhyleen	Fox
Nichol	Foxconnary
Kris	Fox-Turnbow
Katherine	Foyle
Faith	Franco
Yolande	Franklin
Katrina	Franklin
Shetara	Franklin
Eric	Frankman
Puglie	Frederic

Heidi	Fredette
Beth	Freedberg
Carly	Freedman
Claire	Freeman
Erika	Frick
Daryn	Friedman
Lisa	Friend
J	Froiland
Nancy	Fuchs
Kaya	Fujiwara
Briana	Fukushima
Lisa	Furuto
Nicholas	Fuzer
Randa	Gadalla
Ava	Gaddis
Lemico	Gaddis
Stephanie	Gaddis
Sonia	Gaeta
Monique	Gaige
Natalka	Galaj
Daniel	Galdamez-Cortez
Karin	Gallagher
Tescile	Gallagher
Rosanne	Gallagher
Melina	Gallegos
Rozanne	Gallegos
Francisco	Gallegos
Gabriella	Galleo
Delia	Gallo-Takayama
Lucy	Galstyan
Oliver	Gander
Glenn	Gangano
Liza Jane	Gaoay
Marissa	Garay
Briana	Garcia
Cristina	Garcia
Doris	Garcia
Lois	Garcia
Perla	Garcia
Veronica	Garcia
Alexis	Garcia
Jose	Garcia
Rachel	Garcia

Natasha	Garibay
Yuliya	Garkusha
Miguel	Garrido Linares
Courtney	Garrity
Michelle	Garza
Narjes	Gasmi
Danielle	Gasper
Quantae	Gaston
Nikita	Gaurav
Jacqueline	Gavillet
Stacy	Gavin
Sabina	Gavrilov
Fred	Gebhardt
Julia	Gendron
Elizabeth	Gendron
Madison	Genovese
Jennifer	Genter
Lisa	George
Pryah	George
Estela	Georgeyan
Jennifer	Germain
Summer	Gettings
Nathn	Gettler
Daryan	Ghaemi
Negar	Ghajar
Chloe	Ghattas
Susan	Gibbs
Douglas	Gil
Pati	Gilbank
Noel	Gilbert
Annie	Gill
Dhaman	Gill
Justina	Gilleland
Tara	Gillespie
Bridgette	Gilliland
Supranee	Gin
Griselda	Gines Bautista
Ali	Ginko
Michele	Gipson
Gregory	Giza
Rose	Gladson
Ellen	Glasser
Linden	Glavich

Hannah	Glen
Shawn	Glenn
Marm	Glinoga
Eyuana	Glover
Kerri	Glover
Jerome	Goddard
Miriam	Godoy
Michelle	Goldak
Alexa	Golden
Daniel	Golden
Sandy	Goldfarb
Amanda	Goldsberry
Michael	Goldstein
Molly	Goldstein
Carl	Gomez
Daniel	Gomez
Maria	Gomez
Julio	Gómez
Terry	Gomme
Alexander	Gonzales
Jofil	Gonzales
Shelley	Gonzales
Anngelina	Gonzalez
Ezra	Gonzalez
Jocelyn	Gonzalez
Melinda	Gonzalez
Salomon	Gonzalez
Valeria	Gonzalez
Alettia	Gonzalez
Andrew	Gonzalez
Elva	Gonzalez
Enrique	Gonzalez
Joanna	Gonzalez
Kenia	Gonzalez
Saray	Gonzalez
Jennifer	Gordon
Kim	Gordon
Rachelle	Gordon
Jennifer	Gordon
Lexie	Gore
Meryl	Gosma
Acey	Goss
Haneka	Goto

Delores	Goudeau
Tereda	Goul
Amber	Graham
Mitchell	Grajeda
Francis	Grande
Candace	Graves
Ragine	Graves
Barbara	Gray
Shianne	Gray
Jolen	Green
Valentino	Green
Naomi	Greene
Terrence	Greenslade
Renee	Gregg
Cain	Gregory
Jovannie	Gregory
Aashbir	Grewal
Kayla	Griffiths
Albert	Grillo
Daniela	Grimes
Kailee	Gronow
Danielle	Grossi
Kandy	Grzebyk
Zhuoer	Gu
Wendy	Guardado
Miri Joy	Guerin
Angie	Guerra
Carmina	Guevarra
Jonathan	Gueye
Natalie	Gumban
Anthony	Gunn
Arnav	Gupta
Samir	Gupta
Candi	Guthrie
Jennifer	Gutierrez
Niemi	Gutierrez
Savannah	Gutierrez
Cheyenne	Gutierrez
Jazmin	Gutierrez
Angela	Guzman
Cheryl	Guzman
Elsa	Guzman
Tien	Ha

Natalie	Haddad
Heidi	Hagan
Pia	Hagan
Rojan	Haghnegahdar
Susan	Hahn
Sonal	Hajirnis
Candice	Hakimianpour
Lucy	Hakverdian
Sheri	Hale
Breanna	Hall
Courtney	Hall
Kind	Hall
Stephanie	Hall
Amanda	Hamilton
Emily	Hamilton
Angela	Hamm
Shane	Hammer
Jamar	Hammon
Yosh	Han
Christine	Hand
Anameeka	Hanif
Aimee	Hanna
Kim	Hanna
Chloe	Hannu
Jim	Hansen
Laurie	Hansen
Julia	Hansen
Adrienne	Hardee
Dora	Hardy
Hani	Harieg
Aminata	Harley
Eden	Harmony
Scherri	Harps
Mackai	Harris
Makia	Harris
Tracey	Harris
Julia	Harrison
Samantha	Harrod
Patricia	Hart
Ladiamond	Harvey
Haley	Harwood
Heidi	Haskins
Gabriella	Hassid



Macy	Hatfield
Alexander	Hathaway
Issa	Hattar
Lisa	Haufrect
Michael	Haugh
Mari	Hawkins
Keneisha	Hawkins
Tim	Haydar
Carol	Hayden
Tracie	Haynie
Shalonda	Haywood
Alysha	Hazemi
Deborah	Heald
Angela	Heard
Natosha	Heard
Justice	Heath
Karen	Heck
Jeanety	Hector
Tina	Heidari
Nishma	Held
Alex	Helgans
Leslie	Hemme
Nicole	Henderson
Kanika	Henderson
Liz	Henderson
Shannon	Henderson
Jennifer	Hendrickson
Michael	Hennie
Astin	Henry
Breeaunna	Henry
Timothy	Hequibal
Tamra	Herb
Sharon	Heredia
Adrion	Hernandez
David	Hernandez
Desiree	Hernandez
Jaden	Hernandez
Pilar	Hernandez
Christina	Hernandez
Nancy	Hernandez
Natalie	Hernandez
Samantha	Hernandez
Lara	Herndon

Niki	Herndon
Brian	Herrera
Frederick	Herrera Jr
Nadia	Heshmati
Ashleigh	Hewitt
Brandon	Higa
Cathy	Higgins-Mora
Kimberly	Hill
Michelle	Hill
Nicole	Hill
Sarah	Hill
Shannon	Hill
Traci	Hill
Deshon	Hills
Lara	Hindawi
Cindy	Hing
Jeremy	Hing
Hannah	Hinson
Janet	Hiraga
Elaine	Hirschtick
Cong	Hoang
Yurie	Hoberg
Lauryn	Hock
Kanya	Hoehn
Brigitte	Hoffman
Jonathan	Hoffman
Jewel	Holbrook
Kelly	Holbrook
Doreen	Holguin
Christine	Hollaway
Ebonizha	Hollie
Nicole	Holliman
Shatunda	Holling
Merc	Hollinger
Lorri	Holloman
Jason	Holman
Leann	Holsapple
Ken	Holt
Phyllis	Hong
Stephen	Hong
Meghan	Hood
Farrell	Hope
Michelle	Hopkins-Martini

Christopher	Horam
Reana	Horovitz
Bella	Horta
Teneka	Hosang
Amirah	Hossein
Harrison	Houde
Leann	Houston
Rawni	Houston
Aubrey	Hoyle
Adelaide	Hsu
Leann	Huang
Meng Zhe	Huang
Joann	Hubert
Adja	Hudson
William	Hudson
Charlotte	Hudson
Sadie	Huemer
Cheryl	Huerta
Lucas	Huerta
Yvette	Huff
Kristina	Hughes
Chrissie	Hui
Kelly	Huibregtse
Noemi	Huiltron
Janet	Hung
Chasharee	Hunter
Tatiana	Hunter
Heidi	Hunter Nelson
Lei	Huo
Veronica	Hur
Meghean	Hurt
Emma	Hurtado
Jennifer	Huston-Kinghorn
Hanh	Huynh
Jeanna	Huynh
Jessica	Huynh
Stephanie	Hyde
Marianne	Iannotta
Maria	Ibarra
Tania	Iberri
Robert	Ichikawa
Hollie	Ignacio
Tia	Ignoffo

Erickson	Ilog
Florence	Immel
Jason	Ink
Tiffany	Ino
Mari	Inomata
Diahann	Introssi
Tolga	Irdem
Shamila	Ismail
Julia	Istrashkina
Krista	Itzhak
Kristina	Iversen
Charlotte	Ix
Ananya	Iyer
Dina	Jablonski
Natalia	Jabra
Kellee	Jackson
Sarah	Jackson
Theresa	Jackson
Aaron	Jackson
Latasha	Jackson
Rosie	Jacobs
Stephanie	Jacobs
Rebecca	Jacques
Elaheh	Jafarigol
Siddharth	Jain
Harseerat	Jajj
Yousuf	Jamal
Alexandria	James
Brandie	James
Atria	Jamshidi
Jhankhana	Jani
Pau	Jansa
Peyton	Jansma
Daniel	Jaquez
Michael	Jaramillo
Frances	Jarosz
Kennedy	Jarrell
Rachel	Jarvis
Catherine	Javier
Zyde	Javier
Vinita	Jayant
Vinitha	Jeevarathnam
Mia	Jefferson

Rochelle	Jefferson
Kevin	Jenkins
Brian	Jenkins
Zoe	Jennings
Veronica	Jensen
Veronica	Jensen
Danielle	Jess
Cathy	Jetter
Debbie	Jim
Lizeth	Jimenez
Lyndsey	Jimenez
Robert	Jimenez
Wendy	Jimenez
Robert	Jimenez
David	Jin
Kai	Jin
Shan	Jin
Katrina	Jingco
Nina	Johnson
Korinne	Jode
Anna	John
Erin	Johnnie
Alyssa	Johnson
Aretha	Johnson
Astrid	Johnson
Brianna	Johnson
Dailin	Johnson
Jonathan	Johnson
Mary	Johnson
Spasena	Johnson
Amber	Johnson
Jazmine	Johnson
Julianne	Johnson
Meagan	Johnson
Noelle	Johnson
Shannon	Johnson
Sierra	Johnson
Ted	Johnson
Tiffani	Johnson
Valerie	Johnson
Krista	Joiner
Amanda	Jones
Carla	Jones

Cynthia	Jones
Dawnyetta	Jones
Gilen	Jones
Michael	Jones
Orlando	Jones
Sarah	Jones
Keren	Jones
Krista	Jones
Sherryl	Jones
Stephanie	Jones
Alta	Jonker
Grace	Jordan
Ana	Jordan
Micah	Joselow
Manogy	Joshi
Ruth	Joya
Ashley	Joye
Beatriz	Juarez
Christie	Juarez
Geoffrey	Jung
Jaewon	Jung
Vivian	Ka
Stacy	Kabage
Yusuf	Kadermia
Daniel	Kae
Lauren	Kahn
Jinae	Kaing
Angelo	Kairuz
Tamer	Kakish
Tyler	Kalin
Kevin	Kammeyer
Dennis	Kamoen
Carol Ann	Kamps
Sara	Kanani
Christina	Kane
Sarah	Kang
Shinwon	Kang
Yejin	Kang
Nicole	Kantelis
Cathryn	Kapp
Helena	Karafilis-Spensley
Sareen	Karaiakoubian
Emily	Karapetian

Amy	Kardel
Waleed	Karim
Janna	Karnezis
Kumar	Kartikeya
Mia	Kaschak
Arjel	Kashanchi
Avantika	Katiyar
Sadie	Katz
Stacey	Kauhaahaa
Jessie	Kaur
Pauline	Kavanagh
Maggie	Kavarian
Benjamin	Kayne
Veronica	Keichline
Kaylan	Keith
Line	Kelle
Mlisa	Kelley
Gina	Kelly
Kinsey	Kelsen
Mary	Kelsey
Olympia	Kempanowski
Rachel	Kempel
Aileen	Kendall
Gwen	Kenneally
Jennifer	Kenney
Christine	Kenton
Tamara	Keovanpheng
Donna	Kermanshah
Janet	Kerobyan
Salpi	Keshishian
Damien	Kettud
Sherafgan	Khan
Tavita	Khan
Quinn	Khanna
Svetlana	Khanzratyan
Karan	Khare
Tigran	Khatlamadzhiev
Anait	Khojasarayan
Andrianik	Khrimian
Samantha	Khuu
Andrea	Kidd
Skye	Kidd
Allie	Kiekhofer

Carolyn	Killian
Allison	Kim
Amy	Kim
Bomi	Kim
Gahyun	Kim
Hanna	Kim
Harold	Kim
Hyun	Kim
Jane	Kim
Jean	Kim
Jessica	Kim
Jin	Kim
Jong Oun	Kim
Joseph	Kim
Julie	Kim
Lily	Kim
Nari	Kim
Nicole	Kim
Rebecca	Kim
Sally	Kim
Sally	Kim
Irina	Kind
Stacy	Kindelberger
Debi	King
Elizabeth	Kiper
Margherite	Kirk
Elijah	Kirkland-Andrews
Melanie	Kirkley
Joie	Kirkpatrick
Rosena	Kishan
John	Kishimizu
Denisce	Kiss
Brianna	Kivinski
Karen	Klein
Kim	Klein Dickerson
Andrew	Kline
Christina	Knackstedt
Destiny	Knapp
Robert	Knouse
Justin	Knowles
Olivia	Knowles
May	Ko
Sophia	Kodzhoian

Fayth	Koga
Suzette	Kogut
Dillon	Kohler
Roman	Koidl
Brittany	Kolesnik
Sandi	Kong
Tyler	Kopp
Amanda	Korneyi
Jill	Kosinski
Elizabeth	Koskela
Jennifer	Koslow
Samantha	Koutny
Kylie	Kovach
Petra	Kovacs
Lauren	Kraft
Alexandra	Krakow
Elliott Allen	Kratochvil
Jane	Krull
Kiley	Krzyzek
Jen	Kukis
Resha	Kumar
Christina	Kurniawan
Maria	Kutovets
Amy	Kwiatkowski
Chris	Kwok
Betty	Kwong
Tammy	La Barbera
Patricia	Laas
Amanda	Labroscian
Nancy	Lacy
Lisa	Lafreniere
Katerina	Lagoda
Olivia	Lai
Francis	Laija
Brandy	Laird
Amy	Lake-Bass
Sheri	Lalehzarian
Ashley	Lam
Kitty	Lam
Pandora	Lam
Young	Lam
Meri	Lamb
Kayla	Lampson

Danielle	Lancaster
Kurt	Landeis
Marylin	Landeros
Jordan	Langley
Mary	Lanier
Melissa	Lansing
Niki	Lapka
Jennifer	Larez
Sydney	Larosa
Cassandra	Larrabee
Jessica	Larson
Riley	Larson
Anna	Lasher
Viola	Lau
Lily	Laur
Louella	Laureola
Michiko	Laurin
Shannon	Lawrence
Kathy	Layman
Sylvia	Lazos
An	Le
Anna	Le
Chi	Le
Kim	Le
Linda	Le
Thanh Truc	Le
Vincent	Le
Ines	Le Bihan
Amy	Lederman
Ashley	Ledesma
Danielle	Ledford
Catherine	Lee
Christina	Lee
Connie	Lee
Diana	Lee
Eileen	Lee
Elis	Lee
Elli	Lee
Eva	Lee
Genhsing	Lee
Heidi	Lee
Jason Wei	Lee
Jennifer	Lee

Jeongmin	Lee
Jessica	Lee
Jonghyun	Lee
Katherine	Lee
Kristie	Lee
Linda	Lee
Michelle	Lee
Reagan	Lee
Seul	Lee
Skye	Lee
Soua	Lee
Stephanie	Lee
Suria	Lee
Vivienne	Lee
Youna	Lee
Christina	Leeper
Kimberly	Leitz
Paula	Leivas
Mersiha	Lendo
Angelica	Leon
Morgan	Leone
Georgianne	Leong
Sarah	Lepeska
Lydia	Les
Rachelle	Lesieur
Joel	Leslie
Lester	Leswmail@Gmail.Com
Mico	Letargo
Steven	Leung
Isabelle	Levant
Rachel	Levin
Jamie	Levine
Milena	Levitin
Michelle	Levreault
Andrew	Levy
Kymani	Levy
Ashlyn	Lewis
Taylor	Lewis
Niesha	Lewis
Mike	Ley
Karrie	Leyritz
Deseree	Lhoir
Edward	Li

Rui	Li
Hillary	Liang
Anny	Liao
Gorun	Liceli
Brian	Lichtenberg
Bonnie	Liedtke
Rebekka	Lien
Arbana	Lika
Cheryl	Lim
Lynda	Lim
Stephanie	Lim
Steve	Lim
Vivienne	Lim
You Hui Benita	Lim
Brian	Limurti
Andrew	Lin
Lukas	Lin
Mendel	Lin
Wei Yen	Lin
Thanh	Lind
Nancy	Lindaas
April	Lindayag
Tara	Lindrose
Kendra	Ling
Courtney	Lining
Melanie	Linn
Eva This	Linou
Abraham	Liou
Galleri	Lipkin
Stacy	Liss
Tawnya	Little
Andria	Litto
Jianing	Liu
Judy	Liu
Xuehua	Liu
April	Liwanag
Jennie	Llamas
Stephanie	Lloyd
Christy	Lo
Victor	Lo
Armida	Loaiza
Roger	Lobato
Lorena	Loera

Matthew	Loera
Hailey	Lofdahl
Kim	Logie
Chloe	Lohse
Soo	Lohse
Karen	Loi
Daniela	London
Lashonda	Long
Joanna	Loper
Alberto	Lopez
Austyn	Lopez
Diana	Lopez
Elizabeth	Lopez
Jessie	Lopez
Jesus	Lopez
Raymond	Lopez
Steevi	Lopez
Andrea	Lopez
Ellissa	Lopez
Michael	Lopez
Yvonne	Lopez
Angelie	Lorca
Daniel	Lott
Renee	Loucks
Charlene	Louder
Christina	Lour
Kevin	Louther
Angela	Lovell
Jerry	Loya
Brian	Lu
Charlyn	Lu
Erin	Luby
Cynthia	Lucas
Logan	Luchsinger
Lana	Lum
Guadalupe	Lunar
Patricia	Lundberg
Karri	Lunsford
Michael	Lunzer
Vilian	Luong
Celeste	Luppino
Shahar	Lushe
Amy	Luu

Jenny	Luu
Kelly	Luu
Rachel	Ly
Marlena	Lynch
Michele	Lynch
Belinda	Ma
Chung-Hyun	Ma
Rana	Maarouf
Cecile	Macabagdal
Jameson	Macaluso
Laura	Macauley
Monique	Macias
Maritza	Macias
Olivia	Macias
Madeline	Mackie
Ligia	Macy
Alyssa	Macy
Kimberly	Madayag
Wendy	Madera
Joserita	Madrid Murphy
Carrie	Maglieri
Autum	Mahabir
Donald	Mahoney
Kerri	Mahoney
Baby	Mahusay
Tara	Maidment
Michele	Main
Michelle	Mak
Shaya	Malekshoarai
Ali	Malekpour
Carlie	Maley
Christina	Malsbury
Rosha	Mamita
Michelle	Manalo
Amy	Mancini
Jessie Angelo	Mandapat
Carly	Mandel
Jason	Mandler
Siron	Mani
Sharon	Manier
Wendy	Manio
Marie	Mannino
Alessandra	Manrique

Hannah	Mansky
Susan	Manson
Amena	Mansoor
Grace	Mansoor
Marcy	Mantych
Gennifer	Mantych
Anni	Manukyan
Dinah	Manutai
Cherry	Mao
Rizaida	Mapa
April	Maples
Rosibel	Marcial
Michelke	Marfone
Maria	Marias
Andrew	Marich
Mike	Marinoble
Elena	Mariti
Yael	Markovich
Candice	Markowitz
Sera	Marlowe
Antonia	Marovic
Breanna	Marquez
Jessica	Marquez
Lauree	Martell
Antonio	Martin
Ashlee	Martin
Carolyn	Martin
Jacquelyn	Martinez
Jazmine	Martinez
Manuela	Martinez
Rebecca	Martinez
Stacey	Martinez
Christina	Martinez
Kristyl	Martinez
Sarah	Martinez Zevallos
Daniel	Martini
Tonya	Martini
Angela	Mashinski
Brandy	Mason
Lacy	Mason
Jean Pierre	Mastey
Sonjia	Mata
Aviad	Mataraso

Kelly	Mathis
Lelani	Mathis
Sina	Matian
Stephani	Matousek
Kaivan	Mayelzadeh
Brooke	Mayette
Samantha	Maynard
Arash	Mazhari
Chris	Mazzola
Karen	Mcallister
Tiffany	Mcarthur
Bailey	Mccarthy Riley
Kelly	Mcclister
Angela	Mccclory
Rebecca	Mcconnaha
Anthony	Mcconnell
Lisa	Mcconnell
Sari	Mcconnell
Matthew	Mccormick
Kaitlin	Mccowin
Monica	Mccown
Antoine	Mccoy
Dione	Mccrea
Michelle	Mccullouch
Kelia	Mccullough
Caitlin	Mcdaniel
Aubrey	Mcdowall
Kim	Mcdowell
Janet	Mcelligott
Caitriona	Mcfadden
Lena	Mcgee
Mike	Mcgill
Brandy	Mcgowan
Leah	Mcguirk
Renee	Mckenzie
Kyle	Mclean
Sabrina	Mcleran
Kevin	Mcmahon
Kyla	Mcmillion
Kanoi	Mcmillon
John	Mcnally
Brittany	Mcpartland
Kelley	Mcphaul



Patrick	Mctigue
Kyler	Mcvoy
Natalie	Mcwilliams
Katherine	Meacham
Alison	Meacham
Kisha	Meas
Charise	Medeiros
Adrian	Medina
Jorgina	Medina
Davina	Medina
Jessica	Medrano
Justin	Meeks
Jessica	Mei
Tiffany	Mei
Adrienne	Meier
Raquel	Mejia
Brayden	Mekertichian
Lisette	Melendez
Kellie	Melendez
Mandana	Mellano
Nina	Meller
Emmy	Melo
Cynthia	Melton
Gabriela	Mendez
Jordan	Mendez
Jorge	Mendez
Norma	Mendez
Paz	Mendez Hodes
Mary Ann	Mendoza
Jennifer	Menghani
Toya	Menzie
Érica	Meraz
Amando	Mercado
Samamtha	Mercer
Anne	Merino
Chloe	Merjil
Antoinette	Messina
Katherine	Metz
Chad	Mewmaw
Alexa	Meyers
Lauren	Meyrowitz
Allison	Meza
Sireen	Mezied

Patrick	Michaels
Laurin	Michiko
Kendall	Migliozzi
Paula	Miklose
Stana	Milanovich
Cole	Militano
Michele	Millard
Cheryl	Miller
Kalikhia	Miller
Kathy	Miller
Kristine	Miller
Kristoffer	Miller
Lisa Marie	Miller
Stephanie	Miller
Rachael	Miller
Debra	Milner
Amely	Minarich
Matthew	Miner
Esther	Minitser
Charise	Mirabal
Shannon	Mirsadjadi
Tara	Mirzaee
Cassie	Misa
Patrick	Mitchell
Don	Mitchell
Casey	Mitcheltree
Kristen	Miyake
Mari	Mizutani
Julie	Modisette
Christianna	Moestue
Yojalma	Moleterno
Clstudia	Molina
Joribelle	Molina
Sara	Molina
Julie	Mollica
Susan	Molloy
Estelle	Mondragon
Christopher	Monsada
Carla	Montemayor-Talavera
Angela	Montes
Caitlin	Montgomery
Erin	Moody
Felicia	Moore

Heidi	Moore
Hilne	Moore
Kameil	Moore
Katie	Moore
Sierra	Moore
Deanna	Moore Lopez
Penny	Mora
Rosa	Mora
Amir	Moradi
Brenda	Morales
Crystal	Morales
Richard	Morales
Teresa	Morales
Shannon	Moran
Kelly	Moreland
Devanee	Moreno
Enric	Morera
Shannon	Morgan
Jerry	Morgan
Jerve	Morgan
Juan Carlos	Morquecho
Tiffany	Morrell
Elisabeth	Morris
Yvette	Morris
Brent	Morrison
Jacob	Morrison
Brian	Morrisette
Erica	Morrow
James	Morton
Amanda	Moscrip
Angela	Mosier
Kari	Moss
Eunsun	Mota
Matthew	Motamedi
Hnou	Moua
Sharnay	Moultrie
Shant	Mouradian
Kayla	Mraz
Adelina	Mujukian
Simone	Muller
Christina	Mulvehill
Marissa	Mulvey
Christine	Mummelthie

Shadab	Mumtaz
Caterin	Munguia
Lupe	Muniz
Edwin	Munoz
Michelle	Munoz
Priscilla	Munoz
David	Murray
Gerald	Murray
Lionel	Murrieta
Preeti	Murty
Sanja	Mustac
Thomas	Musto
Yvonne	Mychal
Brian	Myers
China	Myers
Kari	Myers
Elena	Nacarino
Mesbah	Naeimyan
Esther	Nahom
Gemon	Naing
Rahul	Nair
Michelle	Nakama
Julie	Nam
Jenifer	Namestka
Sujin	Namkung
Syed	Naqvi
Maria	Nardi
Dannesha	Nash
Danny	Nassri
Ken	Natelborg
Diana	Navarrete
Frania	Navarro
Paola	Navarro
Madina	Nayibkhil
Caleb	Neary
Carli	Neely
Brittany	Negrete
Nathan	Neighbour
Victor	Nello
Jessica	Nelson
Melissa	Nelson
Eddy	Nevarez
Ella	Neverauskas

Troy	Newell
Cindi	Newman
Teresa	Newman
Michelle	Newman
Alex	Newport
Jordan	Newt
Julia	Neyman
Karina	Ng
Wai	Ngai
Julia	Ngo
Kim	Ngo
Madalyn	Ngo
Yvonne	Ngo
Mary	Nguuen
Quynh	Nguuen
Bobby	Nguyen
Caitlin	Nguyen
Elizabeth	Nguyen
Hanh	Nguyen
Hanh	Nguyen
Hoang	Nguyen
Jennifer	Nguyen
Jessica	Nguyen
Joey	Nguyen
Karen	Nguyen
Kevin	Nguyen
Natalie	Nguyen
Nguyen	Nguyen
Pauline	Nguyen
Tammy	Nguyen
Thuy	Nguyen
Thuy Vi	Nguyen
Timmy	Nguyen
Tracey	Nguyen
Trang	Nguyen
Trang	Nguyen
Uyen	Nguyen
Vu	Nguyen
Chieu-Anh	Nguyen
Lisa	Nguyen
Thuy	Nguyen
Kimchhorn	Nhek
Monica	Nichelson

Heather	Nicholas
Jordan	Nickel
Mariana	Nicolau
Annie	Niederhofer
Pam	Niedzwiecki
Eleanor	Nieuwenhuis
Ian	Niklas
Faith	Nobles
Elizabeth	Noe
Emily	Nolan
Christine	Nolan-Brady
Albert	Noriega
Taylor	Noriega
Lorraine	Noriega
Leah	Norling
Jessica	Northrup
Nicole	Norwood
Talimicus	Nowling
Kelley	Nua
Kimberly	Nucci
Shanon	Nuckols
Kendra	Nunnely
Promise	Nwozuzu
Meghan	Nystrom
Khin	Nyunt
Natalie	O'Brien
Ellen	O'Connell Whittet
Shea	O'Doherty
Erin	O'Donnell
Bridget	O'Neill
Kayling	O'Neill
Erica	Oatman
Clifford	Obrien
Michael	Obryan
Cherille	Ocampo
Martha	Ocampo-Ruiz
Gabby	Occhipinti
Karolina	Ochoa
Jillian	Oconnell
Katelyn	Odom
Ani	Oganisian
Daniela	Olariu
Sara	Olds

Rebeca	Olguin
Adriana	Olivares
Alexandria	Olivas
Paula	Oliveira Cox
Angelique	Oliver
Therese	Olivo
Lobat	Omidvari
Asli	Omur
Giovanna	Oneal
Diaz	Oneida
Brigid	Oneil
Daniel	O'Neill
Robert	O'Neill
Krystle	Ongjanco
Janset	Onyuru
Edward	Ordinario
Carolyn	Ordonez
Addison	Orloff
Eric	Orlow
Irma	Ornelas
Keran	Oroudjian
Kiisha	Orr
Alejandra	Ortiz
Martha	Ortiz
Sandra	Ortiz
Brandy	Ortz
Jade	Osborne
Kyle	Osborne
Natalie	Oshin
Alan	Osorio
Ellyn	Ostrove
Maya	Otoum
Debbie	Otsuji
David	Ott
Waseme	Otti
Steve	Ou
Jennifer	Owens
Marcia	Owens
Tara	Ozanyan
Elena	Ozhitskaya
Irving	Pacheco
Kylie	Padilla
Lisa	Padilla

Franki	Pagan
Rachel	Pagan
Chelsea	Page
Rana	Paglinawan
Nicole	Paige
Jonathan	Pajion
Sonji	Pakeman
Jeanne	Pakingan
Yvonne	Palacio
Isabel	Palacios
Marina	Palafox
Eufrocina	Palaganas
Anna	Palamountain
Sheri	Palazzo
Leica	Palma
Christal	Palmer
Jonas	Palmer
Toni	Palmer
Daniel	Palmieri
Gabriela	Palomera
Derick	Pan
Michelle	Pan
Amie	Panethiere
Vega	Pangaribuan
Thea	Pangilinan-Rauch
Aisling	Parada
Riddhi	Parikh
Cindy	Park
Hyesu	Park
Jung	Park
Sei	Park
Seon Joo	Park
Seong	Park
Shin Young	Park
Sooyoung	Park
Young Eun	Park
Camerone	Parker
Camerone	Parker
David	Parker
Dawn	Parker
Frederick	Parker
Patrick	Parkey
Vanessa	Parlin

Gloria	Parra
Dana	Paschetti
Marcelino	Pascual
Natalia	Paskar
Dimple	Patel
Hiral	Patel
Janki	Patel
Shridhar	Patel
Tejul	Patel
Clarissa	Patino
Michelle	Patino
Robert	Patrick
Miracle	Paul
Pamela	Paul
Avner	Paulino
Jonathan	Paulsen
Carlos	Payan
Jenna	Peatross
Vinicius	Pecora
Tina	Peluso
Daniel	Pemberton
Pamela	Pender
Marcia	Pendleton
Diana	Peng
Julie	Pensinger
Heather	Penzkofer
Amber	Perales
Ivy	Peralta
Melissa	Pereira
Natasha	Pereira
Felix	Perez
Jennifer	Perez
Kristy	Perez
Jessica	Perez
Alexandria	Perfetto
Christopher	Perkins
Justina	Pernette
Elise	Perrow
April	Perry
Stacey	Perry
Gina	Persico
Silva	Petani
Reilly	Peterson

Shelene	Peterson
N	Petkus
Oksana	Petrik
Linda	Petta
Cat	Pham
Caylyn	Pham
Khang	Pham
Preston	Pham
Tammy	Pham
Dang	Phan
Duc Huy	Phan
Kimmy	Phan
Pooi Yin	Phang
Megan	Phansalkar
Amy	Phaviseth
Bobby	Phetthiraj
Crystal	Phillips
Scharon	Phipps
Sotra	Pho
Jenny	Phu
Nancy	Phu
Carrie	Piccolini
Corinne	Pickett
Josuan	Picon
Jacqueline	Pigg
Stephanie	Pillai
Bethany	Pine
Ashley	Pineda
Brenda	Pinkevich
Maria	Piroli
Seth	Pisanko
Deepthi	Pisupati
Brian	Pita
Gabriella	Pizano
Kenneth	Pizzi
Armando	Plascencia
Sam	Polesak
Alexander	Polonsky
Brandon	Poole
Jessica	Poon
Diana	Popescu
Bryce	Porter
Leslie	Porter

Sophia	Porter
Angel	Portillo
Jeanette	Portillo
Kim	Posvar
Daniel	Potter
Dorit	Pour
Ola	Powell
Melanie	Powers
June	Poyourow
Sarah	Prater
Stephen	Pratty
Taylor	Preciado
Noemi	Preciado Zavala
Brenda	Prehmus
Brittney	Price
Cameron	Price
Bernadette	Price
Braxton	Prieto
Meika	Prince
Rachael	Pritchett
Susan	Privette
Cathy	Prooth
Leroy	Pruitt
Sara	Pryer
Karl	Pua
Mindy	Puente-Escalera
Denika	Pulley
Kiran	Punjani
Sam	Purtill
Kavya	Putluri
Yuwei	Qian
Nathania	Quach
Kaitlin	Quantz
Haydee	Quero
Erika	Quibuyen
Margaret	Quigley
Arriana	Quijano
Catherine	Quinlisk
Kamari	Quinones
Blanca	Quintanilla
Catalina	Quintero
Sarah	Quinton
Jessica	Rabbany

Jina	Rabinoff
Stephanie	Rachel
Adrienne	Racine
Alexandria	Radcliff
Audrey	Radi
Amanda	Rafferty
Anna	Raghavan
Sumlesj	Raj
Karla	Rajo
Christopher	Ralphs
Chris	Ralston
Sheila	Ramboyong
Brittany	Ramelow
Wendy	Ramer
Rosario	Ramirez
Cynthia	Ramirez
Margaret	Ramirez
Michelle	Ramirez
Raymond	Ramirez
Salvador	Ramirez
Noe	Ramirez-Ontiveros
Jenny	Ramos
Princess	Ramos
Kristin	Rampley
Marissa	Rangell Clemente
Shirlet	Ransomjr
Vikram	Rao
Sophia	Rappe
Eduardo	Rascon
Melissa	Rasmussen
Swati	Rastogi
Decuir	Raven
Vignesh	Ravi
Mia	Ray
Stephanie	Ray
Shelynn	Raygoza
Theresa	Real
Laura	Realegeno
Natalia	Recko
Jennifer	Redding
Grace	Reddy
Alison	Reed
Gary	Reed

Margaret	Reed
Paulene	Reed
Xantipa	Reed
Kim	Reeder
Keely	Reese
Cesar	Regalado
Tina	Regnyan
Angela	Reid
Jewel	Reid
Daren	Reifsneider
Gaelyn	Reina
Heidi	Reis-Griffin
Anli	Ren
Kristina	Renaud
Jonathan	Renfroe
Chloe	Renner
Veronica	Renteria
Rachel	Restrepo
Ron	Revilla
Abril	Reyes
Jose	Reyes
Alexandra	Reynolds
Alana	Reynolds
Michelle	Rhem
Charlene	Rhodes-Verner
Ginna	Ricci
Alice	Rice
Zakia	Rice
Olivia	Richard
Shannon	Richards
Kathryn	Richardson
Zachary	Rickun
Daniela	Rico
Kathryn	Ridout
Kara	Rieben
Stefanie	Riehl
Kerri	Rifkin
Erica	Rimmer
Kimberly	Rinaldi
John	Ringler
Laura	Rios
Aniko	Ritchie
Gabriella	Rivadeneira

Alexis	Rivera
Mary Katherine	Rivera
Rocio	Rivera
Ryan	Rivera
Christine	Rivera
Nicole	Rivera
Ana	Rivera Forastieri
Lindsay	Roach
Saskia	Robelo
Brandon	Roberts
Kevin	Roberts
Lucia	Roberts
Nakewa	Roberts
Velvet	Roberts
Tricia	Robertson
Debra	Robertson
Brenda	Robins
Valerie	Robins
Aviance	Robinson
Anthony	Robinson
Dawn	Robinson
Clara	Rocha
Megan	Rock
David	Rodrigues
Cynthia	Rodriguez
Stephanie	Rodriguez
Angela	Rodriguez
Christina	Rodriguez
Erik	Rodriguez
Jeff	Rodriguez
Julianna	Rodriguez
Julie	Rodriguez
Lisette	Rodriguez
Tatiana	Rodriguez
Tiffany	Rodriguez
Laura	Roemmele
Isabelle	Rogers
Karen	Rogers
Kimberlee	Rogers-Ryan
Emilee	Rohrer
Jynelle	Rojas
Pamela	Rolle
Alberto	Romero

Érica Ann	Romero
Ida	Romero
Jennifer	Romero
Kristy	Romero
Marlene	Romero
Meghan	Romero
Chantel	Ronquillo
Claude	Roofian
Arshawan	Roohian
Sunhee	Rosales
Susie	Rosales Nava
Flaherty	Roscitto
Anthony	Rose
Summer	Rose
Elizabeth	Rose
Jennifer	Rosner
Erin	Ross
Gayle	Ross
Nathan	Ross
Amy	Rothbaur
Aida	Rouzmehr
Joseph	Rowe
Jonson	Rowley
Kelly	Rozich
Emilia	Ruban
Melanie	Rudee
Amanda	Rudolph
Brigette	Rudy
Shana	Ruiz
Sugey	Ruiz
Wilberth	Ruiz
Zugey	Ruiz
Jennifer	Runnels
Elizabeth	Rush
Jason	Russell
Karla	Russell
Amber	Russell
Marie	Rutledge
Angel	Ryan
Tracy	Ryan
Jennifer	Ryan
Ashley	Rybka
Alisha	Ryvkin

Shereen	Saadeldin
Mona	Saba
Denise	Sabar
Zenaida	Sabucdalao
Michael	Sacapanio
Maziar Mike	Saedi
Roz	Saedi
Sonum	Saeed
Angela	Saeng
Nancy	Sagrero
Zorya	Saheed
Ahmed	Said
Giovanni	Saint Pierre
Camille	Saito
Joseph	Salamone
Ashley	Salas
Elodie	Salas
Juan	Salazar
Sylvia	Salazar
Veronica	Salazar
Stephanie	Saldana
Kiana	Salehi
Daniel	Salmond
Shyen	Salone
Acamie	Salter
Franko	Salvatore
Bun	Sam
Erin	Sam
Beth	Sammons
Kelly	Sampaolo
Kyrie	San Miguel
Kathryne	Sanchez
Paola	Sanchez
Priscilla	Sanchez
Yuridia	Sanchez-Herrera
Wendy	Sanders
Amelia	Sanders-Aspuro
Kuljit	Sandhu
Edgar	Sandoval
Beatriz	Sandoval Cornejo
Harj	Sangha
Sarah	Santana
Sofia Dana	Santelices



Hannerose	Santiago
Lily	Santiago
Sandra	Santillan
Jamie	Santini
Nicole	Santolla
Estrellita	Santos
Sabrina	Santos
Bryant	Santoyo
Kristin	Saplala
Lydia	Sapp
Jannine	Saquiton
Katherine	Sarabia
Leslie	Sarabia
Arpineh	Sarkisian
Fardin	Sarrafi
Tsukumo	Sattler
Blanca	Sauceda
Ashley	Saunders
Tanya	Sawhney
Annalee	Sawn
Irma	Sawyer
Rick	Sax
Juliana	Scales
Erica	Schaab
Kelly	Schaaf Brown
Ruby	Schaffer
Alyssa	Schaffer
Maaike	Scherff
Jessica	Schexnayder
Victoria	Schizas
Kathy	Schmidt
Vanessa	Schoenegge
Eileen	Schoening
Kacee	Schoessow
Reut	Schorr
Andrew	Schreiber
Yoleida	Schreiber
Raquel	Schroeder
Jessica	Schultz
Suzy	Schultz
Kristie	Schumacher
James	Schwab
Nadia	Schwartz

Karlylle	Schwartz
Elizabeth	Scofield
Gemma	Scurich
Krystle	Seaver
Chris	Seavey
Dawn	Sebock
Fedja	Sefic
Mariannie	Segarra
Scott	Selby
Andrew	Sellers
Alania	Selli
Diana	Seo
May	Sernas
Priskila	Setiawati
Emily	Seyler
Chantelle	Shah
Sonya	Shah
Vishal	Shah
Ellie	Shalvarjian
Darren	Sham
Juli	Shamash
Attiya	Shams
Mahima	Shanware
Angelica	Shao
Molly	Shapiro
Nisreen	Sharideh
Dawn	Sharifan
Heather	Sharma
Niti	Sharma
Jeffrey	Shaw
Lashon	Shaw
Erika	Shay
Mandy	Shek
Eric	Shepherd
Corey	Sheridan
Eric	Sherman
Anastasia	Sheveleva
Scout	Sheys
Huiyu	Shi
Jennifer	Shih
Michael	Shim
Mia	Shimomura
Dongmin	Shin

Elle	Shinn
Golnesa	Shoamanesh
Rachel	Shpringer
Bisesh	Shrestha
Miranda	Shroyer
Claudia	Sicairos
Maria	Sicairos
Amber	Sierra
Saori	Sierra
Brandon	Sigamony
Domenic	Signorelli
Marlon H	Siguenza
Christina	Sills
Rebecca	Silva
Samantha	Silva
Ariston	Silva Neto
Ross	Simanteris
Scott	Simmons
Jasmine	Simmons
Kim	Simmons
Casey	Simon
Sara	Simon
Paige	Simonson
Courtney	Simpson
Nicole	Simpson
Corey	Sims
Alina	Sinclair
Melissa	Sinne
Alicia	Sinner
Sarah	Siros
Bonnie	Siskowski
Stephanie	Skaropoulos-Chase
Brittany	Slaughter
Amber	Slemons
Angela	Slinker
John	Sloane
Michelle	Sloane
Anne	Slocum
Amber	Smidebush
Aleksandra	Smirnoff
Andrea	Smith
Ashlee	Smith
Brian	Smith

Cassandra	Smith
Dallis	Smith
Gretchen	Smith
Jarryn	Smith
Kaitlyn	Smith
Kellie	Smith
Ksenia	Smith
Michelle	Smith
Shari	Smith
Sharmia	Smith
Stefanie	Smith
Stephanie	Smith
Kameron	Smith
Tabitha	Smith
Bethany	Smothers
Lori	Smylie
Christopher	Snider
April	Snook
Briona	Snyder
Sheli	Snyder
Denise	So
Alexis	Soibelman
Lynn	Solberg
Elizabeth	Solis
Sarah	Soliz
Tyler	Solloway
Yvonne	Somek
Kevin	Song
Wendy	Sonnenberg
Miles	Sookoo
Michelle	Soria
Silvana	Sosa
Amandine	Sosinski
Zaira	Sotelo
Michael	Soto
Veronica	Soto
John	South
Samantha	Sowers
Kimberly	Sparr
Anna	Spektor
Adn	Spencer
Jean Marie	Sperling
Noeleen	Spies

Monica	Spikes
Kathleen	Spillane
Nicholas	Spirtos
Kris	Springer
Helen	Springut
Katie	Squire
Yvonne	Srem
Sumeet	Srivastava
Russell	Staglik
Jason	Stanley
Molleen	Stapol
Stephanie	Staralizon
Kevin	Starr
Nakia	Starr
Ivan	Steel
Kathryn	Sternal
Leslie	Stevens
Robert	Stevens
Carol	Stevenson
Carolyn Yang	Stewart
Sean	Stewart
Timothy	Stewart
Kristen	Stinson
Sara	Stinson
Courtney	Stone
Robert	Stonecipher
Nicole	Stornetta
Julie	Stout
Austin	Stowers
Sheena	Streling
Ty	Stricker
Samantha	Strom
Holly	Strout
Susannah	Stultz
Crystal	Stupay
Amanda	Sturges
Brenda	Su
Hanli	Su
Julianna	Suchard
Richard	Sudaria
Ileana	Sugawara
Amelia	Sukiennik
Ann	Sullivan

Daina	Summerfield
Cameron	Sumpter
Carrian	Sun
Yuqi	Sun
Meng	Sung
Denise	Surles
Emma	Suster
Andrew	Sutherland
Stefanie	Sveiven
Sydney	Swanson
Cristina	Swift
Suzanne	Swink
Zachary	Syvongsa
Sam	Szeto
Pamela	Sztyblewsky
Jennifer	Tabiza
Pearl	Tabot
Monika	Tadayon
Ottavio	Taddei
Michael	Taillant
Theresa	Taing
Betsy	Takagi
David	Takeda
Lori	Talbot
Renato	Talhadas
Laura Isabel	Tallada
Erica	Tam
Manya	Tam
Amy	Tan
Rich	Tan
Shubhangi	Taneja
Allyson	Tang
Julie	Tang
Manfield	Tang
Tiffany	Tang
Woon	Tang
Breann	Tang-Gaddi
Arkira	Tanglertsumpun
Adtian	Tanjuaquio
Kai	Tanna-Williams
Myra	Tantinf
Laura	Tarr
Mete	Tasin

Charmaine	Tate
Belinda	Tauber
Sherri	Taylor
Tiffany	Taylor
Cheryl	Taylor
Tiffany	Taylor
Zoe (Aka Michaelyn)	Taylor-Crane (Aka Klepper)
Hailey	Te
Ida	Teal
Stefan	Tedjakusuma
Alisa	Teegardin
Charlescica	Teemer
Katia	Telles
Flor	Tellez
Lydia	Tellez
Eloisa	Temple
Roseanne	Tenenbaum
Truly	Tennyson
Mady	Tep Vernon
Laura	Terrazas
Devin	Terrill
Yolanda	Terry
Teswt	Test
Kyla	Teufel
Kristi	Tezha
Mariah	Theis
Alice	Thomas
Danielle	Thomas
Kathleen	Thomas
Laquisha	Thomas
Scott	Thomas
Sophia	Thomas
Tylaria	Thomas
Warren	Thomas
Sharon	Thomas
Jessica	Thompson
Naomi	Thompson
Natalie	Thompson
Hannah	Thompson
Cristina	Thornhill
Ashley	Thurber
Kathleen	Thursby
Justin	Thye

Rachel	Tice
Tamara	Till
Omar	Tillawi
On	Tim
Evgenia	Timasheva
Lisa	Timms
Luna	Ting
Benjamin	Tingle
Megan	Tippens
Chloe	Tiscareno
Monica	Tison
Lauren	Tisthammer
Suzanne	Titus
Ann	To
Jenny	Tobin
Katherine	Toledo
Patrick	Tolefree
Terry	Toler
Jenny	Tolman
Alexandra	Tom
Ljuba	Tomas
Laura	Toms
Maya	Toney
Connie	Tong
San	Tong
Nelli	Tonoyan
Vincent	Torrente
Bianca	Torres
Julie	Torres
Linda	Torres
Liz	Torres
Jacqueline	Torres
Sarah	Toth
Theadora	Touchton
Elle	Toussi
Megan	Towner
Megan	Trama
Anna	Tran
Ansley	Tran
Derik	Tran
Evelyn	Tran
Johnny	Tran
Lena	Tran

Thanh	Tran
Vanessa	Tran
Jessica	Travis
Emily	Travis
Jennifer	Tremaine
Alicia	Tremaine
Adrena	Trice
Starlina	Triplin
Taylor	Trotter
Sandra	Trujillo
Alexandra	Tsagris
Huaien	Tsai
Tina	Tsang
Chun J	Tsao
Mckenna	Tschumperlin
Tsetsegmaa	Tsenddorj
Kora	Tseng
Dionysios	Tsirkas
Kristina	Tsuei
Charina	Tsujiuchi
Cameron	Tuck
Olivia	Tucker
Elyse	Tuennerman
Christine	Turner
Kelly	Turner
Elena	Tveretinov
Ramani	Tyagi
Steven	Uecker
Erdenetuya	Ulziibaatar
Felix	Umana
Sharlene	Umayam
Ikenna	Unaenze
Patricia	Uribe
John	Urrutia
Dianna	Urzua
Mariia	Ushakova
Kimberly	Usher
Tori	Ushirogata
Julie	Vad
Varsha	Vadaguru
Carolyn	Vaden
Sylvia	Valdez
Devet	Valecha

Brenda	Valencia
Gina	Valencia
Annette	Valencia
Melissa	Valentin
Tiffany	Valerie
Barbie	Valerio
Daniel	Valladares
Jennifer	Valladares
Michelle	Valladolid
Amie	Valle
Julie	Valles
Janice	Valletta
Rumi	Valor
Diana	Valverde
Virginia	Van Keuren
Sonpeth	Vangkham
Jorge	Varela Ramirez
Alejandro	Vargas
Angelena	Vargas
Nayely	Varo
Jonathan	Vasa
Priscilla	Vasquez
Rebecca	Vasquez
Paige	Vasseur
Preeti	Ved
Grace	Vega
Paulina	Velasco
Zabdi R.	Velasquez
Jenelle	Velazquez
Charity	Velazquez
Natalia	Velez
Catherine	Verma
Pooja	Vig
Christopher	Villaflor
Emily	Villalobos
Barbara	Villalobos
Simona	Villalobos
Kristina	Villar
Maria Christina	Villaro
Priscilla	Villarreal
Jose	Villegas
Julie	Villegas
Kristine	Viola

Paulina	Virgen
Tarita	Virtue
Wendy	Vitulano
Don'Nayah	Vivian
Lisa	Vizcarra
Liz	Voll
Cindy	Von Metzger
Binh	Vu
Jessica	Vu
Jimmy	Vu
Kathy	Vu
Linh	Vu
Lk	Vu
Austin	Vuong
Anna	Vuu
Sanam	Wadhvani
Patrick	Waechter
Taspia	Wahid
Virginia	Wai
Travis	Walck
Jamica	Walker
Tracy	Walker
Ariel	Wall
Kelly	Wallace
Melinda	Wallace
Joshua	Walters
Corine	Walworth
Jennifer	Wampler
Amy	Wang
Betty	Wang
Dennis	Wang
Diane	Wang
Jialing	Wang
Qing	Wang
Ting Ting	Wang
Xiaolei	Wang
Xiaoxiang	Wang
Yifei	Wang
Carla	Ward
Hiromi	Ward
Marina	Ware
Fallon	Washington
Anastasia	Washmuth

Keith	Webb
Sanrise	Webb
Zerlina	Webb
Stephen	Webster
Natalie	Weeks
Viraji	Weerasena
Katherine	Weisenreder
Joanne	Weiss
Virginia	Weiss
Desiree	Welch
Jessica	Welch
Theresa	Welch
Heidi	Welker
Judy	Weltsch
Teresa	Wertz
Dzeralda	West
Gabriela	West
Gary	Westphal
Laura	Weyandt
Joshua	Wheelington
Donna	Wherler
Azhia	White
Breanna	White
Christopher	White
Jennifer	White
Zoey	White
Ryan	White
Walker	Wicks
Indika	Wijesekera
Chad	Wilcox
Adam	Williams
Ashley	Williams
Phillippa	Williams
Robin	Williams
Seash	Williams
Susannah	Williams
Charlotte	Williams
Daria	Williams
Donna	Williams
Gloria	Williams
Krystal	Williams
Latoia	Williams
Rashidah	Williams

Beverly	Williamson
Daija	Willis
Kendra	Willis
Todd	Willis
Caitlin	Willits Castillo
Cherell	Wilson
Dana	Wilson
Dina	Wilson
Monica	Wilson
Amira	Wilson
Veronica	Windham
Daniel	Winebarger
Kimberly	Winemiller
Mackenzie	Winner
Winnie	Winnie
Emma	Wirt
Michelle	Wirtz
Gioconda	Wishard
Michelle	Withrow
Urszula	Wojciechowska
Bunni	Wojnar
Adam	Wolf
Chandler	Wolf
Brandi	Wolfe
Traci	Wolff
Jennifer	Won
Jolene	Won
Acacia	Wong
Angela	Wong
Anthony	Wong
April	Wong
Bells	Wong
Donna	Wong
Jamie	Wong
Jason	Wong
Jessica	Wong
Katie	Wong
Laurna	Wong
Priscilla	Wong
Wendy	Wong
Carol	Wood
Claudia	Wood
Eliza	Wood

Renee	Wood
Wendy	Wood
Heidi	Woodard
Katrina	Woodcox
Krista	Woodley
Sophia	Woodmansee
Corlin	Woodward
Hilary	Woon
Tyson	Wrensch
Princess	Wright
Florance	Wu
Jenny	Wu
Jennie	Wyatt
Jennifet	Wylam
Margaret	Wylie
April	Wyman
Candy	Xie
Curry	Xu
Hanning	Xu
Jimmy	Xu
Sherry	Xu
Sandra	Yaghoubian
Nastassia	Yalley
Taekyung	Yang
Jay	Yao
Amber	Yarbrough
Brittany	Yates-Kelly
Farshad	Yazdi
Melody Saberon	Ybarra
Annie	Ye
Barbara	Yeh
Nichole	Yen
Ma Feliz	Yenko
Audrey	Yeoh
Emin	Yeromian
Patrick	Yeung
Barbara	Yim
Jeff	Yin
Emily	Yiu
Lisa	Yiu
Angelica	Ynostroza
Soo	Yoo
Yeesul	Yoo

Sophiah	Yoon
Katherine	York-Nelson
Kira	Yoshikawa
Yehudah	Younessian
Dianita	Young
Lawna	Young
Alex	Yu
Jonathan	Yu
Joon	Yu
Yaocheng	Yu
Yin Stephanie	Yu
Cam	Yuen
Megumi	Yuhara
Sean	Yun
Sinae	Yun
Elizabeth	Yuson
Bianca	Zafiro
Dwaybe	Zahner
David	Zakarian
Karen	Zamora
Amanda	Zand
Eijae	Zanders
Araceli	Zapata
Brenda	Zaret
Marina	Zatarain
Ruzena	Zatko
Juanita	Zavaleta
Rachel	Zebro
Bella	Zegers
Rebecca	Zeitlin
Ebenezer	Zekarias
Jennifer	Zeledon
Armenak	Zenopyan
Michelle	Zerboni
Lillian	Zhang
Sherry	Zhang
Stella	Zhang
Xiang	Zhang
Yiyi	Zhang
Irene	Zhen
Willa	Zheng
Yuqi	Zheng
Ziwei	Zhu

Ahmad	Zia
Barbara	Zimmerman
Anna	Zivian
Alexandria	Zocevic
Romina	Zograbian
Caroline	Zurzolo



# **Exhibit 2**

ZIMMERMAN | REED

September 6, 2023

*Via Certified Mail  
with Return Receipt Requested*

L'Occitane Inc.  
Attn: Legal Department  
111 W 33<sup>rd</sup> Street, 20<sup>th</sup> Floor  
New York, NY 10120

**Re: Pre-Filing Notice of Dispute / Confidential Settlement Communication**

To Whom It May Concern:

We write at this time to inform you of the potential legal claims that approximately 2,250 of our clients (collectively referred to as "Claimants") may present against you and to request the opportunity to discuss informal resolution prior to the formal filing of any claims.

**I. Summary of the Claims**

Claimants are consumers who during past year interacted on L'Occitane's ("Respondent") website while in the State of California. The disputes at issue here center around Respondent's conduct using certain website communication tracking software supplied by and used in conjunction with certain third-parties. This includes, but is not limited to, "session replay" software used to monitor and record our Claimants' interactions with Respondent's website without prior consent. The tracking activity at issue includes the interception and recording of Claimants' mouse movements, clicks, keystrokes, scrolls, pageviews, date, time and duration of visits, and/or other personal information while the communications are in transit by Respondent or third parties it had agreements with. Upon information and belief, the third-party entity(s) providing the software intercepted Claimants' private communications and then supplied it back to Respondent pursuant to agreement and used by it in a variety of ways to increase sales and revenue, including marketing. No authorization or consent was provided by Claimants to any third-party entity for any tracking activity at issue.

Respondent's use of tracking software violates applicable laws, including but not limited to the California Invasion of Privacy Act ("CIPA"), Cal. Pen. Code §631 *et seq.*, which was enacted to protect the right of privacy. The California Penal Code is very clear in its prohibition against unauthorized taps or connections, including those involving internet communications, without the prior consent of the other person. Section 631 creates four avenues for relief:

- (1) where a person "by means of any machine, instrument, or contrivance, or in any other manner, intentionally taps, or makes any unauthorized connection ... with any telegraph or telephone wire, line, cable, or instrument";
- (2) where a person "willfully and without consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit";
- (3) where a person "uses, or attempts to use, in any manner, or for any purpose, or to

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communicate in any way, any information so obtained"; and

(4) where a person "aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above."

Cal. Penal Code § 631(a). Additional violations of Cal. Penal Code §632.7(a) occur by the recording of any communication without the consent of all parties where one of the parties is using a cellular telephone.

The challenged conduct also violates the California Unfair Competition Law's prohibition on unlawful conduct (Bus & Prof. Code §17200 *et seq.*), the California Consumer Legal Remedy Act's prohibition against making representations or omissions regarding transactions that are prohibited by law, and/or other privacy laws.

Numerous articles have been written about the negative privacy implications of recording user interactions during a visit to a website, including:

(a) The Dark Side of 'Replay Sessions' That Record Your Every Move Online, located at <https://www.wired.com/story/the-dark-side-of-replay-sessionsthat-record-your-every-move-online/>;

(b) Session-Replay Scripts Disrupt Online Privacy in a Big Way, located at <https://www.techrepublic.com/article/session-replay-scripts-are-disruptingonline-privacy-in-a-big-way/>;

(c) Are Session Recording Tools a Risk to Internet Privacy? located at <https://mopinion.com/are-session-recording-tools-a-risk-to-internet-privacy/> 3 <https://techcrunch.com/2019/02/07/apple-glassbox-apps/>

(d) Session Replay is a Major Threat to Privacy on the Web, located at <https://www.itnews.com.au/news/session-replay-is-a-major-threat-toprivacy-on-the-web-477720>;

(e) Popular Websites Record Every Keystroke You Make and Put Personal Information and Risk, located at <https://medium.com/strongercontent/popular-websites-record-every-keystroke-you-make-and-putpersonal-information-at-risk-c5e95dfda514>; and

(f) Website Owners can Monitor Your Every Scroll and Click, located at <https://www.digitalinformationworld.com/2020/02/top-brands-and-websitescan-monitor-your-every-scroll-and-click.html>

By way of its conduct, it appears that Respondent violated: 1) the second prong of §631(a) by tracking Claimants' online communications to learn their meaning while in transit, and/or 2) the fourth prong of §631(a) by employing or agreeing with third parties providing the tracking software to aid and assist in that process. The violations at issue took place within the past year.

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Each violation of §631 gives rise to an independent claim for a minimum of \$5,000 in statutory damages, and potentially more. The CIPA at § 637.2 provides for damages of: “the greater of” \$5000 or “[t]hree times the amount of actual damages, if any, sustained by the plaintiff,” and states that it is “not a necessary prerequisite to an action pursuant to this section that the plaintiff has suffered, or be threatened with, actual damages.” Cal. Penal Code § 637.2(a), (c). Such relief is requested for each Claimant. The same conduct also gives rise to claims for relief under the UCL and CLRA, including claims seeking public injunctive relief on behalf of the general public of California.

Respondent’s use of this tracking technology was not instrumental or necessary to its provision of any of its goods or services. Rather, the level and detail of information surreptitiously collected by Respondent was to gain an unlawful understanding of the habits and preferences of users to its website and then use that data for its own economic benefit and business purposes.

Claimants reasonably expected that visits to Respondent’s website would be private, and that Respondent would not be intercepting or tapping their communications with the website, particularly because Respondent failed to present Claimants with a disclosure or affirmative consent form alerting them that the visits to the website were monitored and recorded. Respondent did not obtain consent from Claimants before engaging in the tracking. Further, no third parties obtained Claimants prior consent before engaging in the tracking activities that they conducted pursuant to their agreement with you. Claimants reasonably believed to their detriment that their interactions with your website were private and would not be recorded or monitored for later playback by you or third-parties, or worse yet, monitored live while they were on your website. Moreover, courts have held that privacy policies do not bind users, “where a website makes its terms of use available via a conspicuous hyperlink on every page of the website but otherwise provides no notice to users nor prompts them to take any affirmative action to demonstrate assent, even close proximity of the hyperlink to relevant buttons users must click on—without more—is insufficient to give rise to constructive notice.” *Nguyen v. Barnes & Noble Inc.*, 763 F.3d 1171, 1178–79 (9th Cir. 2014). In sum, Respondent unlawfully tapped, made an unauthorized connection to, and intercepted Claimants’ electronic communications through visits to the Respondent website (and/or agreed with third-parties to conduct such activities and share it), causing injuries, including violations of Claimants’ substantive legal privacy rights under CIPA, the federal Wiretap Act (18 U.S.C. §2511) and/or other applicable law.

## **II. Dispute Process**

The Terms and Conditions published on your website ([www.loccitane.com](http://www.loccitane.com)) provide for dispute resolution by arbitration before the American Arbitration Association (AAA) on an individual basis. We are prepared to proceed to file individual arbitrations on behalf of each Claimant before AAA, seeking all available relief. However, considering that AAA’s Supplemental Rules for Multiple Case Filings require the parties to mediate claims within 120 days from the established due date for the Answer, we are hopeful that early discussions could be productive before the parties direct their resources to individual arbitrations. Should it be necessary to commence individual arbitrations, Claimants will request that Respondent reimburse all filing fees incurred by Claimants, pursuant to Respondent’s Dispute Resolution and Arbitration Agreement.

September 6, 2023

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We request a response from you within 30 days of the date of this letter as to whether Respondent is willing to engage in early resolution discussions or if Claimants will need to advance their claims through AAA. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to be 'Y. Christopher Nagakawa', written in a cursive style.

Y. Christopher Nagakawa

Attorney | 310.765.1103 | christopher.nagakawa@zimmreed.com

cc. Jason Johnson  
Hart Robinovitch

# Exhibit 3



**ArentFox Schiff LLP**

1717 K Street, NW  
Washington, DC 20006

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202.857.6000   **MAIN**  
202.857.6395   **FAX**

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[afslaw.com](http://afslaw.com)

**Adam D. Bowser**

Partner  
202.857.6126   **DIRECT**  
[adam.bowser@afslaw.com](mailto:adam.bowser@afslaw.com)

October 6, 2023

VIA E-MAIL AND CERTIFIED MAIL

Y. Christopher Nagakawa  
Zimmerman Reed  
6420 Wilshire Blvd, Ste 1080  
Los Angeles, CA 90048  
[christopher.nagakawa@zimmreed.com](mailto:christopher.nagakawa@zimmreed.com)

**Re:   CIPA Demand Letter to L’Occitane**

Christopher:

ArentFox Schiff LLP represents L’Occitane Inc. (“L’Occitane”), and I am writing in response to your September 6, 2023 letter generically claiming L’Occitane is somehow in violation of CIPA Sections 631 and 632.7, based solely on unsubstantiated assertions that “approximately 2,250 of [y]our clients” “interacted on L’Occitane’s website.” The mass arbitration threatened in your form demand letter is meritless on both the facts and the law, for numerous reasons, as detailed below.

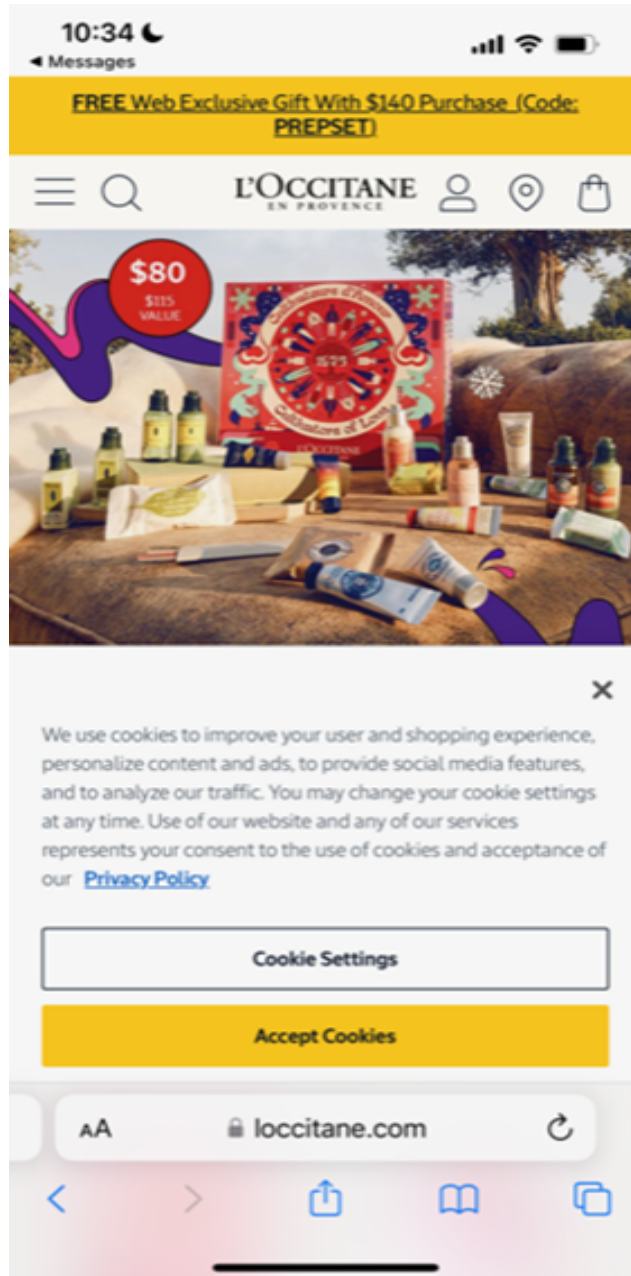
**A.   L’Occitane’s Website Provides Conspicuous Notice Of Its Cookie Policy and Privacy Practices Relevant Here**

As your letter implicitly concedes, prior consent is a complete defense to any of your threatened claims. Letter at 3 (“Respondent failed to present Claimants with a disclosure or affirmative consent form”). What your form demand letter<sup>1</sup> fails to distinguish in its template

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<sup>1</sup> Respectfully, your form demand letter is no different than the boilerplate pleadings Judge Bernal recently railed against in the largely indistinguishable case *Byars v. Hot Topic, Inc.*, No. EDCV221652JGBKX, 2023 WL 2026994, at \*5 (C.D. Cal. Feb. 14, 2023): “Initiating legitimate litigation generally requires a considerable expenditure of time: in order to establish jurisdiction and state a claim for relief, a plaintiff must plead specific facts arising out of a specific encounter with a specific defendant. As the saying goes, time is also money. So when the goal is to file as many lawsuits as possible in the least amount of time, it is far easier and cheaper to copy and paste a complaint over and over again, and to write the original template in such a way that hardly anything needs to be swapped out. ... And surely, whatever one’s views on the propriety of copying and pasting from boilerplate pleadings, there is a point at which all reasonable people should agree the practice has gone too far.” As Judge

allegations is that a California resident visiting L'Occitane's [Website](#) (the "Website") is provided a conspicuous Cookie Notice when the individual first visits the Website:



Bernal and many other judges have found since, the boilerplate CIPA claims filed by Scott Ferrell and Robert Tauler that you appear to be copying from are well beyond the bounds of reasonableness.



Indeed, your form demand letter states that the Website “provides no notice to users.” This assertion makes us legitimately question whether you actually reviewed the Website.<sup>2</sup> How can you plausibly make this assertion in light of disclosure above? Suffice it to say, L’Occitane, as a European-based company, has had to navigate the GDPR’s much more stringent disclosure, consent and use requirements and has designed its U.S. website and related privacy practices to meet or exceed any applicable obligations in the U.S., including in California. To be sure, L’Occitane complies with all California-specific requirements applicable to the Website. In fact, while you cite the Ninth Circuit’s older *Nguyen* precedent, the Court of Appeals’ more recent *Berman* decision reveals that L’Occitane easily meets all of the conditions for establishing an enforceable website-based agreement, even under browsewrap standards.<sup>3</sup> *See Berman v. Freedom Fin. Network, LLC*, 30 F.4th 849, 857–58 (9th Cir. 2022). That is, as can be seen above, L’Occitane clearly provides a conspicuous notice – via a pop-up that cannot be missed – that the Website utilizes cookies, the purposes of such cookies, and a clearly recognizable hyperlink to its Privacy Policy. In fact, the Privacy Policy hyperlink is both contrasted with a different color *and* underlined, *exactly* as the Ninth Circuit found would constitute “reasonably conspicuous notice” under a browsewrap evaluation. *Id.* at 857 (“hyperlinks **reasonably conspicuous because they were both in blue and underlined**”) (citing *Meyer v. Uber Techs., Inc.*, 868 F.3d 66, 78 (2d Cir. 2017)) (emphasis added).

Next, and finally, the Cookie Notice contains “an explicit textual notice that continued use will act as a manifestation of the user’s intent to be bound.” *Id.* at 858. That is, the Cookie Notice explicitly informs visitors to the Website “Use of our website and any of our services represents your consent to the use of the cookies and acceptance of our [Privacy Policy](#).” Notice does not get any clearer than this: if you want to change the cookie settings, you easily can, or you can continue to use the site with the default cookies. But either way, you are agreeing to L’Occitane’s Privacy Policy. Under *Berman*, this is an open-and-shut enforceable agreement, and L’Occitane clearly obtains all consumers’ prior express consent to its use of cookies and its other information sharing practices. This alone defeats all your threatened claims, without more.

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<sup>2</sup> For the avoidance of doubt, the Cookie Policy disclosure L’Occitane uses is the same on both mobile and desktop sites, in terms of both form and disclosure content.

<sup>3</sup> To be clear, L’Occitane is not suggesting that its Cookie Policy and Privacy Policy disclosure *is* a browsewrap agreement, as the notice is conspicuously displayed on the user’s screen through a pop up, and the user must take affirmative action to either modify the cookie setting or accept the cookie settings as-is, after being expressly informed that continuing to use the site constitutes acceptance of the standard cookies, as well as the Website’s Privacy Policy. *See Berman*, 39 F. 4th at 856. Rather, L’Occitane is demonstrating here that its website disclosures meet the *more* stringent conditions for establishing *constructive* notice under browsewrap standards.



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**B. Initiating Arbitration Would Violate The Terms You Contend Your Clients Are Subject To**

One of the fundamental and irreconcilable conflicts between the threatened claims *and* your threat of mass arbitration is the implicit concession that your 2,250 unnamed clients are *all bound* to L’Occitane’s website policies, and are thereby entitled to somehow enforce the Dispute Resolution and Arbitration Agreement. You cannot have it both ways. Either your clients accepted the Terms<sup>4</sup> (by consenting to the Cookie Notice and the Privacy Policy, which incorporates the Terms), or you have no basis to invoke the Terms’ Dispute Resolution provision as a *threshold matter*. Point being, you cannot just conclusorily assert that these unnamed individuals simply “during [*sic*] past year interacted on L’Occitane’s” Website *and* simultaneously threaten to invoke the Dispute Resolution provision. Mutuality of obligation, by definition, runs both ways – and your alleged clients must necessarily have agreed to L’Occitane’s Terms and Privacy Policy based on your threatened enforcement of the Terms as a conceptual matter. But as *practical* matter, your unnamed clients, like every other website visitor, must have expressly consented to the Cookie Policy and Privacy Policy as soon as they visited the Website for the first time. Again, this fact alone makes these threatened claims meritless.

But even then, the scope of the Dispute Resolution provision must actually encompass the threatened claims. *See United Steelworks of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 589 (1960) (arbitration clause must be “susceptible of an interpretation that covers the asserted dispute....”). Relevant here, the Dispute Resolution provision requires that *the* “Dispute” subject to arbitration must arise out of “**any transaction conducted on the Websites**, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it.” Of course, you never claim that your clients ever engaged in *any* transactions with L’Occitane, let alone that they are attempting to enforce the Terms in the abstract. Again, you simply state in a form demand letter that unnamed individuals “interacted” with the Website.

Independently, your threat to “proceed to file individual arbitrations” under these circumstances **utterly fails** to satisfy the Informal Dispute Resolution provision, which provides that:

**the party** asserting the Dispute *shall* first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail)

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<sup>4</sup> Including the Limitation of Liability provision that you appear to concede your clients agreed to, which notably precludes *any* liability to L’Occitane resulting from their use of the website, which is provided on an AS-IS basis.



**describing the facts and circumstances (including any relevant documentation) ...**

This Informal Dispute Resolution provision is, by itself, a condition precedent to invoking the Arbitration Agreement. And here, you have not even identified *the party* – each individual person you claim to represent – let alone the actual *facts and circumstances* for *each* such individual *and* the supporting documentation showing *each* individual’s supposed “interaction” with the Website. Again, you cannot have it both ways: you cannot threaten to invoke the Dispute Resolution provision, and then ignore the first half of it.<sup>5</sup>

The simple fact is that you have not remotely established your burden to even *threaten* arbitration against L’Occitane. If you proceed in willful disregard of the Informal Dispute Resolution provision and seek to arbitrate claims that may not even constitute Disputes, L’Occitane will seek all of its costs and attorneys’ fees from your firm and your clients.<sup>6</sup>

**C. Your Demand Letter Evidences A Fundamental Misunderstanding Of The CIPA Claims At Issue**

With due respect, the assertions in your demand letter reveal a basic misunderstanding of what is, and what is *not*, covered by the CIPA claims you threaten. While the following points are certainly not meant to be exhaustive, I am providing you with sufficient authority for you to verify that you are advancing legal theories that are meritless.

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<sup>5</sup> To be clear, the Informal Dispute Resolution provision must be followed, on an individualized basis, so that L’Occitane can potentially resolve any issue *informally*, but also assess whether the complaint raised by each individual falls within the scope of a Dispute. And the “information” provided in your demand letter makes it impossible to make this determination *in the aggregate*, let alone on the required individualized basis.

<sup>6</sup> See, e.g., *Anchor Motor Freight, Inc. v. Int’l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am., Loc. Union No. 377*, 700 F.2d 1067, 1072 (6th Cir. 1983) (overturning district court’s decision not to allow defendant to pursue “costs and attorney fees ... as a measure of the actual damages which [defendant] incurred in defending the lawsuit the plaintiff instituted purportedly in violation” of the parties’ agreement); *Bolton v. McKinney*, 299 Va. 550, 556, 855 S.E.2d 853, 857 (2021) (“Allowing [attorneys’ fees as] damages in this circumstance compensates the injured party for its loss and puts it back in the same position in which it would have been had the other party adhered to its promise.”); *Zuniga v. United Can Co.*, 812 F.2d 443, 455 (9th Cir. 1987) (recognizing that American Rule does not apply where attorneys’ fees are “principle elements of damages” that a party “was forced to expend” to defend its rights, and failure to allow attorneys’ fees would leave party without proper remedy); *Susman v. Schuyler*, 328 So.2d 30 (1976) (recognizing that under Florida law, there are numerous instances where attorneys’ fees are proper measure of damages, and ruling trial court erred in not allowing attorneys’ fees incurred “as part of the costs of removing the cloud” from the claimant’s title).



## 1. A Party to the Communication Legally Cannot Violate Section 631

California courts have long held that Section 631 applies “only to eavesdropping by a third party and not to recording by a participant to a conversation.” *Membrila v. Receivables Performance Mgmt., LLC*, No. 09-cv-2790, 2010 WL 1407274, at \*2 (S.D. Cal. Apr. 6, 2010) (ruling that party to conversation could not have intercepted or eavesdropped, because only a third party **listening secretly to a private conversation** can do so); *see also Valenzuela v. The Kroger Co.*, No. 22-CV-6382-DMG-AGRX, 2023 WL 4418887, at \*2 (C.D. Cal. June 23, 2023) (dismissing Plaintiff’s claim because “[i]t is settled California law ... that recording by a *participant* to the conversation does not run afoul of Section 631(a), which penalizes recording by a *third party*.”) (emphasis in original).

The case *Rogers v. Ulrich* analyzes a directly analogous fact pattern. There, the defendant installed a tape recorder jack on his telephone that allowed him to record phone calls. *Rogers v. Ulrich*, 52 Cal. App. 3d 894, 897 (1975). In affirming the dismissal of the Plaintiff’s Section 631 claim, the court explained that it cannot be “a secret to one party to a conversation that the other party is listening to the conversation; only a **third party** can listen **secretly to a private conversation**.” *Id.* at 899 (“‘Eavesdropping’ is the problem the Legislature meant to deal with; ‘eavesdrop’ is defined in Webster’s 7th New Collegiate Dictionary (1972) as ‘to listen secretly to what is said in private.’”) (emphasis added); *see also Powell v. Union Pac. R.R. Co.*, 864 F. Supp. 2d 949, 955 (E.D. Cal. 2012) (granting a motion for summary judgment as to Section 631 claims against party to communication “[g]iven the settled nature of the third-party focus of section 631” and holding that party is *categorically* immune from *any* Section 631 claim); *Warden v. Kahn*, 99 Cal.App.3d 805, (1979) (“[S]ection 631 ... has been held to apply only to eavesdropping by a third party and not to recording by a participant to a conversation.”).

## 2. Only Communications Are Protected under CIPA

Curiously, you claim that the putative “interactions” your alleged clients engaged in on the Website included “mouse movements, clicks, keystrokes, scrolls, pageviews, date, time and duration of visits, and/or other personal information ...” None of this is personal information, let alone a covered *communication* protected by either Section 631 or 632.7.

Specifically, Section 631(a)(ii), penalizes a person who “reads, or attempts to read, or to learn the **contents or meaning** of any message, report, or communication ....” Cal. Penal Code. § 631 (emphasis added). Section 632.7, in turn, only covers “communications,” and specifically those transmitted by specific types of phones. The Ninth Circuit has held that the “contents” of an online communication “refers to the intended message conveyed **by the communication**, and does **not** include record information regarding the characteristics of the message that is generated in the course of the communication.” *In re Zynga Priv. Litig.*, 750 F.3d 1098, 1106 (9th Cir.

2014) (contents transmitted by Facebook.com did not include a user's Facebook ID and browsing history when automatically gathered, but it could include messages that stated that information). Simply put, there must be an underlying communication that is being *communicated* to the other party.

Indeed, it almost seems like you are copying your assertions from a decision that held the precise information you put at issue is *not* covered under CIPA:

Yoon alleges that Quantum Metric recorded her “keystrokes, mouse clicks, pages viewed, and shipping and billing information ... [and] the date and time of the visit, the duration of the visit, Plaintiff's IP address, her location at the time of the visit, her browser type, and the operating system on her device.” None of these pieces of data constitutes message content in the same way that the words of a text message or an email do. Thus, because she has not alleged that Quantum Metric intercepted “content,” Yoon's Amended Complaint as currently pleaded does not state a claim for violation of CIPA § 631(a)[ii].

*Yoon v. Lululemon USA, Inc.*, 549 F. Supp. 3d 1073, 1082–83 (C.D. Cal. 2021). Likewise, in a CIPA decision in which the district court held that your firm’s argument “makes no sense,” the court also summarized this fundamental limitation of CIPA claims: it only protects “the intended message conveyed by the communication.” *Gonzales v. Uber Techs., Inc.*, 305 F. Supp. 3d 1078, 1084 (N.D. Cal. 2018).

Point being, even assuming you organized 2,250 “testers” to visit the Website, what you are claiming they did – *after* they had to accept the Cookie Policy – has been consistently found to be, at most, “record information” entirely outside the scope of CIPA. On this independent ground, you are threatening L’Occitane with meritless claims.

### 3. Section 632.7 Only Applies to Wireless-Phone-to-Phone Communications

Section 632.7 was adopted to address an “**exclusive list** of five types of **calls** ...: a communication **transmitted between** (1) two cellular radio telephones, (2) a cellular radio telephone and a landline telephone, (3) two cordless telephones, (4) a cordless telephone and a landline telephone, or (5) a cordless telephone and a cellular radio telephone. According to this list of included types of telephones, the communication **must have** a cellular radio or cordless telephone **on one side**, and a cellular radio, cordless, or landline telephone **on the other side.**” *Montantes v. Inventure Foods*, No. CV-14-1128-MWF RZX, 2014 WL 3305578, at \*4 (C.D. Cal. July 2, 2014) (emphasis added); *See also Byars v. Hot Topic, Inc.*, No. 22-1652-JGB-KKX, 2023 WL 2026994, at \*11 (C.D. Cal. Feb. 14, 2023) (dismissing Section 631 claim because chat-service provider is extension of website operator, and dismissing Section 632.7 claim **with**

**prejudice** because that statute “applies only to communications involving two telephones. Plaintiff admits that Defendant was not using a telephone”); *Licea v. Cinmar, LLC*, 22-6454-MWF (JEM), 2023 WL 2415592, \*9-11 (C.D. Cal. Mar. 7, 2023) (dismissing Section 632.7 claim **with prejudice** because statute “does not extend protection to communications over the internet” and it would be futile to claim that “communication through a website chat feature is between two telephones,” as expressly required by the statute).

Simply put, there is no ambiguity in this statute. “[O]nly [the] **types of phones** listed in the statute are included,” and the “communication must have a cellular radio or cordless telephone **on one side**, and a cellular radio, cordless, or landline telephone **on the other side.**” *Inventure Foods*, 2014 WL 3305578, at \*4 (emphasis added). Indeed, the California Supreme Court’s most recent opinion specifically analyzing Section 632.7, *Smith v. LoanMe, Inc.*, states – in the **first sentence** of the opinion – that this statute applies to “‘a communication transmitted **between**’ a cellular or cordless telephone **and another telephone.**” *Id.* at 11 Cal. 5th 183, 187, 483 P.3d 869, 870 (2021) (emphasis added). Thus, according to the plain language of the statute *and* the California Supreme Court’s binding interpretation, both parties *necessarily* need to be using a qualifying telephone. That is admittedly not this case according your demand letter, which generically describes your alleged unnamed clients unilaterally clicking their mouse, scrolling, clicking, and stroking their keys while on the Website. It is legitimately unclear how you can allege this *and* claim that there is even *one telephone* being used, let alone the statutorily required two. What not-so-smartphones are your alleged clients using that have mouses and keyboards attached to them? Your threatened Section 632.7 claim is fundamentally preposterous – on just your side.

To be sure, you may attempt to trot out Judge Sykes’ opinion in *Goodyear* – as she is the *only* judge to have allowed a Section 632.7 claim involving a website to proceed beyond a motion to dismiss. But before you do that, you should be aware that Judge Sykes recently reversed herself, expressly incorporating Judge Bernal’s *Hot Topic* decision dismantling her reasoning in her later orders directing Scott Ferrell to show cause why all his cookie-cutter CIPA complaints should not be dismissed. *See, e.g., Cody v. Boscov’s*, Dkt. No. 56, Order to Show Cause at 4 (holding that even Ferrell’s “improved” pleadings are too conclusory and fail to plausibly allege “the purported CIPA violations Plaintiff describes.”) (citing *Hot Topic*).

Ultimately, the courts are once again unanimous: threatening a Section 632.7 claim because your purported clients visited a website is an objectively meritless claim.

#### **4. L’Occitane Cannot Aid and Abet “Non-Persons” under CIPA**

As L’Occitane’s Cookie Policy clearly discloses, the software L’Occitane uses to analyze website visitor activity – on an *anonymous and aggregate* basis – is provided by Contentsquare

SAS, a French company that is organized as a *Société par actions simplifiée*, or SAS. While this form of unincorporated association has no exact American equivalent, it is closest to an LLC. In any event, it is *not* a corporation under American law.

It is also beyond dispute that the California Legislature has defined a “person” subject to the Penal Code to only embrace “a corporation as well as a natural person,” and has not *generally* updated the Penal Code to include additional forms of businesses, such as LLCs, let alone SASs, within the Code’s overall scope. *See* Cal. Penal Code § 7. If you intend to enforce a Cold War-era telephone wiretapping criminal statute against modern website features, instead of the actual laws the California Legislature enacted to comprehensively address online privacy issues (the CCPA), you need to ensure that this old law has kept up with the times. But simply put, it has not. As a result, L’Occitane cannot be “aiding and abetting” a “person” capable of violating the statutes at issue on this independent ground.

In fact, the California Court of Appeal addressed a directly analogous situation when interpreting the scope of the Penal Code in holding that “no mention is made of copartnerships” and it was a “fact that the copartnership itself **as a separate entity may not be punished.**” *People v. Schomig*, 74 Cal.App. 109, 113 (1925) (emphasis added) (holding that only natural persons in their individual capacities could be liable given Penal Code Section 7’s limited scope). This case is no different – L’Occitane cannot be aiding and abetting “any person” here, when the entity is a French SAS not subject to Sections 631 or 632.7.

Independently, the Legislature *has* updated certain CIPA statutory sections to include LLCs and other business forms within the scope of “persons” subject to those *particular* sections. For example, Section 632 provides in relevant part that “[f]or the purposes of **this section**, ‘person’ means an individual, business association, partnership, corporation, limited liability company, or other legal entity.” Cal. Pen. Code § 632(b) (emphasis added). Clearly, the Legislature knows how to broaden the scope of entities subject to CIPA – *if* it wishes to do so. And it is a basic tenet of statutory interpretation that the Legislature is presumed to intend a distinction when it uses particular language in one section, but excludes it in another. *See, e.g., People v. McCallum*, 55 Cal. App. 5th 202, 212, 269 Cal. Rptr. 3d 336, 342–43 (2020).

At bottom, leaving aside that case after case has found that using software provided by another entity is not “third-party eavesdropping,” it is legally impossible that L’Occitane can be aiding and abetting any “persons” subject to Penal Code Sections 631 or 632.7 here. Under the plain language of the Penal Code, binding precedent, and elementary rules of statutory construction, your threatened claims are nonstarters for this separate reason.

**D. CIPA Is Unconstitutional**

The legal authority above should be sufficient to convince you that your demand letter is objectively meritless simply on your inability to state a claim *under CIPA*, as a matter of law. In other words, we don't even need to get into other fact-based defenses that would defeat your threatened claims, such as L'Occitane requiring its processors, including Contentsquare, to enter into GDPR-compliant Data Processing Agreements that require these vendors to fully comply with all data privacy laws, and to only process the data pursuant to the applicable agreement for L'Occitane's business needs, and for no other purpose. And as a practical matter, L'Occitane is promptly deleting<sup>7</sup> the anonymized website data that it utilizes in the aggregate to improve its website, which is entirely divorced from "intercepting communications in transit to learn their contents," which is the *third-party* activity prohibited by CIPA. This is why you will never be able to properly allege that any data processed through the Website, let alone communications with L'Occitane actually within the scope of CIPA, was ever misused by any third parties.

For the avoidance of doubt, if you nevertheless attempt to assert these meritless arbitration claims against L'Occitane, you will be met with a declaratory judgment action that CIPA is unconstitutional for the *exact same reasons* the Ninth Circuit just invalidated Oregon's indistinguishable two-party consent "wiretapping" law. *See Project Veritas v. Schmidt*, No. 22-35271, 72 F. 4th 1043, 2023 WL 4308952 (9th Cir. July 3, 2023).

There, the Court of Appeals found Oregon's law a content-based restriction because, just like CIPA, "the rules imposed ... vary depending on the activity being recorded..." *Id.* at 7; *Cf.* Cal. Pen. Code §§ 633.5 and 633.6 (containing nearly identical content-based exemptions to Section 631 and 632.7 claims (among others) to Oregon's law that the Ninth Circuit held fails strict scrutiny). Simply put, there is no intellectually honest way to argue that the Ninth Circuit's invalidation of Oregon's wiretapping law because it was *facially unconstitutional* should also not compel the invalidation of CIPA on the same grounds. Again, Oregon's law has nearly identical exemptions that were at the root of the Court of Appeals' analysis:

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<sup>7</sup> L'Occitane's and its vendors' standard data retention practices are to purge website traffic data as soon as there is no business need for the data. This can entail purging potentially relevant IP addresses and other data within 3 days, if the data is retained at all. Point being, your demand letter is so generic and conclusory that L'Occitane has no actionable information to even begin preserving specific data relevant to your demand letter, assuming it is not already long gone, if it ever existed. Thus, to the extent this response does not end this "dispute" once and for all, L'Occitane demands that you provide detailed information concerning your purported clients, when they visited the L'Occitane Website, and what communications, if any, they transmitted through the Website – as required under the Informal Dispute Resolution provision.



Oregon Revised Statute 165.540(5)(a)	Cal. Penal Code Section 633.5
<ul style="list-style-type: none"> <li>The statute’s prohibitions “do not apply to: (a) A person who records a conversation during <b>a felony that endangers human life;</b>”</li> </ul>	<ul style="list-style-type: none"> <li>“Sections <b>631</b>, 632, 632.5, 632.6, and <b>632.7</b> do not prohibit one party to a confidential communication from recording the communication for the purpose of obtaining evidence reasonably believed to relate to the commission by another party to the communication of the crime of extortion, kidnapping, bribery, <b>any felony involving violence against the person . . . .</b></li> </ul>

Independently, CIPA is unconstitutionally discriminatory as applied because it expressly exempts certain third-party service providers for performing the same functions as the data processors L’Occitane contracts with to assist with its website. Specifically, Section 631(b) expressly exempts “the services and facilities of the public utility” from the scope of CIPA. The only way CIPA can pass constitutional muster today is if new entrants into the marketplace share the same protections as traditional public utilities, that is, if it does *not* favor particular service providers over others. Section 631, however, does expressly the opposite: it favors telecommunications service providers over competing information service providers, making CIPA unconstitutional as applied here on this basis alone. *See Beckles v. U.S.*, 580 U.S. 256, 262 (penal laws that “encourage arbitrary and discriminatory enforcement” are unconstitutional).

The bottom line is that CIPA is unconstitutional both as applied in an unreasonably discriminatory manner to favor communications occurring over public utility networks, *and* facially because it exempts certain communications depending on their content. There is simply no escaping that *Project Veritas* is fatal to CIPA’s continued survival. So if you are looking for a quick *in terrorem* settlement under CIPA like the Scott Ferrells and Robert Taulers of the world are trying to extract right now to pay off their RICO judgments,<sup>8</sup> that is not going to happen. You will instead spend hundreds of hours briefing and arguing constitutional issues concerning a Cold War-era law that is well past its prime. I respectfully submit that your time would be best served moving on from L’Occitane.

<sup>8</sup> See <https://www.reuters.com/legal/government/how-legal-brawl-over-male-enhancement-pills-led-rico-verdict-against-this-la-2023-03-24/>



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**NOTICE UNDER COMPUTER FRAUD AND ABUSE ACT**

L'Occitane notifies you here that anyone associated with your firm, firms you are working with on these matters, any and all undisclosed clients, Claimants, or any other individuals you represent now or in the future, are no longer authorized to visit or view the L'Occitane Website, <https://www.loccitane.com/>, as well as any webpages located at this domain. Please instruct your clients, employees, agents, contractors and co-counsel that they should cease and desist from any attempt to access the foregoing website, provide any information to L'Occitane, or otherwise attempt to set up any lawsuit against L'Occitane or its affiliate companies, under CIPA or otherwise.

Very truly yours,

/s/

Adam D. Bowser

# **Exhibit 4**

October 20, 2023

**Via Email Only**

Adam D. Bowser  
ArentFox Schiff LLP  
1717 K Street, NW  
Washington, DC 20006  
adam.bowser@afslaw.com

**Re: Notice of Dispute / Claims Against L'Occitane**

Mr. Bowser,

In furtherance of the Pre-filing Notice of Dispute dated September 6, 2023, I attach the following list of clients represented by Zimmerman Reed ("Claimants") who intend to advance the claims asserted in the September 6 letter. We understand from your letter of October 6, 2023 that was sent in response, that L'Occitane disputes all claims presented in our September 6 letter on the merits and has no further interest in discussing resolution of any Claimant's claims.

Sincerely,



Y. Christopher Nagakawa  
Attorney | 310.765.1103 | christopher.nagakawa@zimmreed.com

cc. Jason Johnson  
Hart Robinovitch

First Name	Last Name
Syed	Abbas
Vannath	Abcedo
Terrie	Abdi
Muhammad	Abdullah
Mark	Abellar
Ashley	Abeyta
Sofia	Abolfathi
Zoe	Abrahams
Roza	Abramyan
Hibeh	Abuhamdeh
Wesall	Aburokba
Joshua	Ackerman
Mary	Ackerman
Christina	Acosta
Dagmar	Adamec
Be-Be	Adams
Lisa	Adams
Natalia	Adams
Stephanie	Adams
Jacob	Adams
Chaitra	Adari
Jessica	Aden
Barbara	Adler
Erica	Adupoku
Jamie	Aftalion
Silvia	Aganyan
Seema	Agarwal
Ana Marie	Agee
Raja	Agnani
Christina	Agoncillo
Komal	Agrawal
Isabel	Aguila
Claire	Aguilar
Tina	Aguilar
Anndrea	Aguilar
Dalia	Aguilar
Francim	Aguilar
Andres	Aguirre
Brittany	Aguirre
Yassin	Ahmed
Zain	Ahmed
Rachel	Ahn

Kim	Aird
Dilyaram	Aitakhunova
Maria	Akbarifeo
Nicole	Akhlaghi
Anthony M	Alamillo Jr
Joe	Alanes
Hannah	Alaniz
Amparo	Alarcon
Craig	Albert
Zachary	Albrecht
Elizabeth	Albrecht
Harry	Alcorn
Francis	Aldaba
Kathleen	Alderete
Dawn	Aldridge
Hashem	Al-Dujaili
Leandra	Ale
Marla	Alessio
Alexandra	Allen
Debra	Allen
Jamie	Allen
Samantha	Allen
Emerald	Almaraz
Laura	Alonso
Shaina	Alperin
Kareem	Alqaza
Ida	Altounian
Antoinette	Alvarado
Irma	Alvarez
Paula	Alvarez
Tania	Alvarez
Xavier	Alvarez
Christine	Alvarez
Jasmyn	Alviter
Kiriakos	Alyousef
Kira	Amante
Ashley	Amerson
Carreen	Andersen
Abigail	Anderson
Cindy	Anderson
Julie	Anderson
Julie	Anderson
Justin	Anderson

Stefani	Anderson
Thomas	Anderson
Marlin	Anderson
Dulce	Andrade
Erick	Andrade
Toni	Andrade
Jane	Andrews
Stephanie	Andrews
Kelly	Angel
Lisa	Ansell
Carole	Antouri
Hugh	Aoki
Edwin	Aparicio
Gina	Apodaca
Terri	Apple
Estudita	Apusen
Niharika	Arabandi
Ani	Arakelian
Kotchamon	Aram
Nadine	Arasoghli
Maria	Arce
Kristen	Archdeacon
Angelica	Archibald
Michelle	Archilla
Kealoha	Arelliano
Yaneth	Arenivar
Karina	Arevalo
Mariam	Arghandewal Safi
Carlos	Arias
Jeffrey	Armfield
Allie	Armstrong
Srbui	Armstrong
Roberto	Arras
Judith	Arriaga
Ruby	Arrington
Elena	Arroy
Grace	Aruta
Nicole	Ash
Irma	Ashkinazi
Alisha	Atmaja
Lamees	Attar Bashi
Amy	Atthajaroon
Anshi	Aucar

Alice	Audibert
Maria A	Aureliano Campos
Tamasha	Austin
Jennifer	Avera Wood
Iris	Avila
Kelly	Avila
Kelly	Avila
Mario	Avila
Wendy	Avila
Megan	Avila
Iryna	Awad
Elizabeth	Axe
Lisa	Axelrod
Laura	Ayala
Robert	Ayala
Krystal	Ayala
Intifadeh	Ayesh
Michael	Azakie
Sabryna	Azar
Floriana	Azemi
Lori	Azoulay
Lea	Azucena
Thomas	Babb
Nicholas	Babeaux
Danielle	Babiak
Nancy	Badar
Angela	Bagby
Lisa	Bagley
Melendy	Baham
Rosario	Bahena
Summer	Bahn
Sally	Baho
Shadonna	Bailey
Dina	Bailey
Nathan	Bailey
Natalie	Bailon
Kiran	Bajwa
Joseph	Baker
Shawn	Baker
Rosemarie	Balandra Raif
Lorraina	Ballard
Tosin	Balogun
Corey	Bang

Fatemeh	Banhashemi
Victor	Barajas
Des	Barajas
Vincenza	Barbato
Brandy	Barber
Shannon	Barbour
Alice	Bardan
Diane	Barnes
Marcy	Barnhart
Jaime	Barreto
Jatziry	Barreto
Matthew	Barrientos
Stephanie	Barrio
Soleil	Barros
Megan	Barry
Tara	Barry
Jeanine	Basehart
Layla	Basiliali
Sim	Basra
Waleed	Bassiouni
Brooke	Bastiaans
Ishan	Basu-Kesselman
Marivic	Batesting
Ashley	Batista
Amrit	Batth
Mary	Battin
Anand	Batzul
Beth	Bauer
Liz	Bauer
Pam	Bauerle
Tina	Baumann
Krista	Baumbach
Mika	Baumgardner
Minhong	Beak
Ivan	Bealessio
Isaiah	Bean
Ashley	Beardslee
Nikki	Beasley
Anne	Beattie
Francisco	Becerra
Mary	Becerra
Brittney	Becker
Aries	Bedgood

Stacey	Beeler
Nicole	Beer
Victoria	Begler
Susan	Behar
Angela	Bekzadian
Simone	Belitu
Erin	Bell
Erin	Bell
Anita	Belokopytova
Romy	Belton
Dania	Beltran
Lionel	Beltran
Gloria	Benavides
Rawan	Bender
Tanya	Benedik
Tara	Bentham-Jones
Kayla	Benware
Barbara	Beran
Lauren	Bergman
Barbara	Bergmann
Caron	Berkley
Bari	Berman
Michelle	Bernstein
Nicole	Berry
Dean	Bertone
Paula	Beset
Allison	Bethen
Lisa	Bevier-Sakimura
Trusha	Bhagwat
Shelly	Bhalla
Saachi	Bhayani
Michael	Billena
Tiara	Billups-Larkin
Inessa	Binenbaum
Emily	Bird
Lenore	Bird
Jeff	Bird
Bridgette	Birdie
Amy	Bishop
Dallas	Bishop
Sienna	Bisson
Synthia	Blackburn-Smith
Alicia	Blaine

Stephanie	Blake
Tina	Blanchard
Leslie	Blanco
Allison	Blank
Courtney	Blankenship
Nancy	Blann
Margierie	Blardony
Olga	Blaut
Wendy	Blevins
Alison	Blick
Samantha	Block
Sandra	Bloom
Kevin	Blumberg
Dorothy	Blunt
Abby	Boal
Maria	Bocharova
Caitlin	Boelke
Kalle	Boertje
Kathy	Bogart
Olga	Bogatova
Allen	Bohanan
Jodie	Bohrer
Richelle	Boissiere
Derin	Bojorquez
Maya	Bollinger
Gabrielle	Bon Durant
Victoria	Bonds
Andre	Bonhomme
Bianca	Bonifacio
Coca	Bonilla
Sandra	Booth
Tirrell	Bordenave
Sandra	Boren
Brandi	Borja
Bradford	Bosley
Laura	Boswell
Nabila	Boukhalfa
Priscilla	Bourbonnais
Corina	Bousheri
Allison	Bowen
Shawna	Bowen
Jessica	Bowser
Andrew	Boyd

April	Boyd
Madison	Boyer
Lara	Boyko
Jermaine	Bradley
Spenser	Bradley
Jill	Braggiotti
David	Brandt
Dea	Brawley
Shavonda	Braxton
Sierra	Bray
Erica	Breaux
Jill	Breitzman
Laureen	Brewer
Susan	Brickman
Francesca	Brittingham
Barbara	Brodrick
Marcio	Brolezi
Debe	Brooks
Christine	Brosowski
Tiana	Brossard
Andrea	Brothers
Alexis	Brotzman
Antonio	Brown
Chad	Brown
Dylan	Brown
Lakesha	Brown
Latoria	Brown
Lindsay	Brown
Marisa	Brown
Melanie	Brown
Natalie	Brown
Carolyn	Brown
Nakita	Brown
Nathaniel	Brown
Debbie	Browning Green
Lauren	Brownlee
David	Brumlage
Julia	Brushett
Natasha	Brusilovskiy
Anna	Bryant
Jodi	Buddine
Alexis	Buelna
Vicky	Bui



Thomas	Bulger
Darryl	Bullock
Kat	Burckhardt
Starr	Burgan
Louis	Burgh
Eileen	Burke
Michael	Burlingame
Joanne	Burns
Patrick	Burns
Chris	Bustard
Dallace	Butler
Linda	Butler
T	Bynum
Brittany	Byrd
Ashley	Byrski
James	Cabaj
Melissa	Cabalar
Alex	Caban
Theresa	Cabanban
Alexandra	Cacciatore
Kimberly	Cafaro (Crockett)
Ms.	Cairo
Eileen	Caldera
Natalie	Caldeu
Clariz	Calimag
Yume	Callahan
Eleanor	Callier
Danielle	Calloway
Deanna	Calvin
Amanda	Camacho
Irene	Camacho
Christina	Camara
Scott	Camilli
Meyra	Campos
Melisse	Cantatore
Amanda	Cantrell
Joyce	Caparas
Cristanne	Capatayan
Carolina	Capetillo
Carlos	Carbajal
Jack	Carbonell
Kymberly	Cardenas
Jeffrey	Cardin

Christopher	Cardinelli
Laura	Cardo
Luisa	Cardona
Kathy	Carell
Maxine	Carillo
Elsa	Carlson
Jamie	Carmody
Maren	Carmona
Amanda	Carr
Cameron	Carr
Felicia	Carr
Mia	Carrasco
Breezy	Carreno
Cory	Carrillo
Lily	Carrillo
Paige	Carroll
Jane	Carroll
Michael	Carter
Fatima	Carter
Lyndia	Carter
Makeya	Carter-Hamilton
Jennifer	Cartwright
Jerilyn	Caruso
Traneah	Caruth
Carrie	Casalino
Lauren	Caseell
Shonda	Casey
Karina	Casillas
Joseph	Cassara
Lorrie	Casserly
Joseph	Castaneda
Karen	Castillo
Pyxie	Castillo
Amanda	Castillo
Annalynn	Castillo
Christine	Castillo
Donna	Castillo
Teresa	Castillo
Vicelia	Castro
Terra	Castro
Natalie	Caudillo
Alohi	Cautiverio
Shauna	Cavers

Gliezl	Cayago
Nancy	Ceja
Genaro	Ceja
Lisa	Celaya
Carmen	Celis
Gloria	Cendejas
Amy	Cerda
Veronica	Certuche
Alvin	Cervania
Angela	Cervantes
Amy	Cetina
Jasmine	Cevallos
Rachel	Chacon
Sabrina	Chacon
Richa	Chadha
Gloria	Chaidez
Lucy	Chakrabarti
Mary	Chalaby
Leisha	Chambers
Tashyla	Chambers
Mei	Champion
Tanisha	Champion Benjamin
Karen	Chan
Martina	Chan
Oliver	Chan
Rachel	Chan
Ryan	Chan
Sharon	Chan
Sydney	Chan
Victoria	Chan
Elliot	Chandler
Anjana	Chandran
Allison	Chang
Christine	Chang
Cris	Chanin
Thomas	Chapa
Jennifer	Chapman
Sueann	Chapman
Cosette	Chaput
Koumudi	Chari
Usha	Chari
John	Charles
Jennifer	Chase

Ray	Chavez
Karampal	Cheem
Ibrahim	Chehade
Anissa	Chen
Ashley	Chen
Jeff	Chen
Jennie	Chen
Jennifer	Chen
Jessica	Chen
Victoria	Chen
Yu Wen	Chen
Justin	Cheng
Kit Ying	Cheng
Maggie	Cheng
Aashish	Chenna
Anastasia	Chernov
Arianna	Cherry
Laura	Chesney
Anthony	Chethalan
Aileen	Chhoa
Kenneth	Chiang
Candy	Chiao
Andrew	Chiera
Karen	Childress
Connie	Chin
Yoomi	Chin-Farrell
Yulia	Chinyakova
Amie	Chiu
Chloe	Choe
Jean	Choi
Samuel	Choi
Chieh	Chou
Michelle	Chow
Trinh	Chow
Katherine	Chrisman
Laura	Christensen
Elizabeth	Christie
PJ	Christoni
Lysa	Christopher
Kymerli	Chu
Altina	Chu
Beverly	Chumley
Dana	Chun

Judy	Chun
Shirley	Chung
Angelina	Cimatu
Camille	Cimino
Cevonte	Cisco
Jennifer	Cisco
Rosalinda	Cisco
Stanley	Cisneros
Fawn	Clark
Kim	Clark
Randolph	Clark
Ebony Lee	Clark Smith
Aaron	Clarke
Shannon	Clarke
Ingrid	Clay
Maria	Cobarrubia
Tyra	Cobb
Valerie	Coca
Joanna	Coduto
Todd	Coffee
Ameera	Cohanim
Michelle	Cohn
Jasmine	Colak
Wendy	Cole
Aspen	Cole
Donald	Coleman
Shelby	Coleman
Alicia	Collier
Heather	Collins
Jacci	Collins
Steven	Collins
Kali	Collymore
Morgan	Comber
Deanna	Combs
Daniele	Compatangelo
Renato	Concepcion
Alejandro	Conde
Bianca	Connell
Jennifer	Connolly
Donna	Contreras
Annie	Contreras
Claudia	Contreras
Jorge	Contreras

Kendra	Conway
Margaret	Conway
Rebecca	Cook
Ron	Cook
Cathryn	Coons
Allison	Cooper
Rhonda	Corbitt
Melissa	Corder
Graceann	Cornwall
Karina	Corona-Berlin
Jennie	Corona-Cantu
Juliana	Corriveau
Cesar	Cortez
Angelita	Cortez
Erika	Cortez
Kimberly	Cortez
Marisa	Cortez
Maria	Cortez
Miguel	Cortez
Malia	Coté
Diane	Cotton
Christine	Couch
Amber	Cowart
Dana	Cox
Sarah	Cox
Kirsten	Coy
Mayra	Crane
Tess	Crane Heimstaedt
Vicki	Cravin
Shinds	Crawford
Roxeen	Critser
Kierra	Crooks
Valerie	Croyle
Myrel	Crump
Alfred Joseph	Cruz
Billy	Cruz
Danielle	Cruz
Leon	Cruz
Lesly	Cruz
Selena	Cruz
Brie	Cubelic
Esrael	Cuizon
Lynn	Cullen

Corena	Culvdr
Carol	Cumberland
Sandra	Cura
Stephen	Curran
Cassandra	Curt
Nicole	Curtis
Sophie	Curtis
Tanna	Curtis
Catherine	Cutler Delgado
Michelle	D'Antonio
Claudia	Dacak
Nitaya	Daengtongkam
John	Dahl
Jody	Dahms
Maral	Dakessian
Samuel	Dakil
Rae	Dalal
Jennifer	Daley
Kathleen	Dallas-Orr
Norma Yolanda	Damas
Alessia	Dambly
Alan	Dang
Lydia	Dang
Nicole	Dang
Quynh	Dang
Tony	Danh
Juliana	Daniels
Molly	Daniels
Kimberly	Daniels
Rachelle	Dannible
Gia	Dao
Mary Grace	Dar
Denise	Dardarian
Anna	Dasari
Joseph	Datu
Mina	Datumanong
Colleen	Daugherty
Brijesh	Dave
Maria	Davila Cadena
Alyssa	Davis
Dawn	Davis
Jacob	Davis
Jay	Davis

Josh	Davis
Katherine	Davis
Kevin	Davis
Leroi	Davis
Therese	Davis
Keisha	Davis
Erika	Dawson
Katherine	Day
Monya	De
Kara	De Graaff
Cherish	De La Cruz
Roland	De La Rosa
Arleen	De Los Santos
Yolanda	Dea
Pamela	Deans
Eli	Debenham
Bruna	Debski
Jordan	Decembre
Chad	Deckert
Giovani	Deharo
Christy	Dehart
Marjorie	Dehey
Justine	Dejesus
Kinsey	Del Francia
Carmen	Del Toro
Martella	Delacruz
Kari	Deleon
Maria	Deleon
Lisa	Deleon
Erika	Delgado
Rock	Delgado
Michelle	Delisle
Chris	Delossantos
Katheryne	Delucia
Theresa	Demaria
Karen	Demartini
Tanya	Demoss
Tayiika	Dennis
Adrian	Denton
Lauriane	Deriu
Mary	Derparseghian
Malena	Desantos
Lumeah	Deschamps

Shayne	Dessa
Avijit	Dey
Azmeena	Dhanani
Pedro	Diaz
Valerie	Diaz
Esthephani	Díaz
Toni	Dibernardo
Justin	Dickerson
Sarah	Dickerson
Erica	Dietrich
Antoinette	Dillard
Tishanna	Dillard
Lynne	Dillender
Minhduc	Dinb
Jiehan	Ding
Kelli	Dinger
Chris	Dingman
Anne	Dinh
Suong	Dinh
Joseph	Dipadova
Christina	Distefano
Alvin	Divina
Neal	Dixon
Trevor	Dixon
Erika	Dobrin
Ruth	Dobson
Adam	Dodson
Liam	Doherty
Keri	Doiel
Sara	Doktor
Svetlana	Dolinsky
Taylor	Dolphin
Irene	Dominguez
Andi	Domnik/Denney
Hao	Dong
Kristine	Dong
Emma	Donley
Christine	Donnelly
Julie	Donsky
Robert	Dorado
Veronique	Dorn
Eian	Dort
Abbas	Dostvandi

Lauren	Douglas
Melanie	Douglas
Cassie	Doutt
Lynda	Downing
Kristen	Doyan
Sandra	Doyle
Kevin	Dray
Stephanie	Drell
Mason	Drjaer
Paulina	Dsouza
Anahi	Duarte
Gabriel	Duarte
Leah	Duenastorres
Jennifer	Duffy
Anita	Dunn
Joi	Dunn
Stephanie	Dunn
Jessica	Duong
Victoria	Duong
Sophalitha	Duong
Nina	Duprat
Itzia	Duque
David	Duran
Jennifer	Durmiendo
Pranav	Dutta
Pheakadei	Dy
Lisa	Dyson
Eduardo	Eacobedo
Brenda	Eagan-Johnson
Jeannine	Eagles
Raymond	Eastham
Robert	Ebias
Craig	Eccleston
Aliana	Echenique
Jennifer	Eckard
Julie	Eckert
Kamen	Edwards
Tonya	Edwards
Mary	Egan
Kaitlin	Eggert
Mandy	Ehya
Kerri	Eidson
Jill	Eisenberg

Robin	Eisman
Nadene	Eissa
Nick	Eittreim
Hannah	Ekman
Anastasiia	El Bariki
Rita	El Hage
Rhonda	Elafrangi
Tiana	Elias
Jaime	Elledge
Alyssa	Ellefson
Paige	Ellingson
Alyssa	Ellison
Andrea	Ellsworth
Leslie	Ellwood
Jeannie	Elm
Judy	Elmayan
Rossana	Elorreaga
Juarez	Emerson
Mitchell	Emery
Nicole	Emery
Jennifer	Endres
Britt	Englund
Carol	Ennis
Angelica Joy	Enriquez
Kay	Enriquez
Stefanie	Epstein
Berumen	Erica
Chloie	Erillo
Joel	Escamilla
Adela	Escobar
Connie	Escobar
Bianka	Escobedo
Veronica	Eshelby
Sylvia	Esmundo
Cindy	Espinal
Bernadette	Espiritu
Eileen Joy	Esporo
David	Esquivel
Natasha	Estrada
Uldarico	Estrada
William	Estrada
Marie	Evangelista
Becky	Evans

Yvette (Chris)	Evans
Julia	Eynard Pina
Maya	Ezell
Larence	Fabillaran
Jennifer	Fahey
Marah	Fairclough
Jennifer	Fan
Isabelle	Fang
Aaron	Farkas
Ramzey	Farsijany
Mary	Fasano
Karim	Fazal
Hailey	Featherstone
Natalie	Fedinchik
Sloane	Feingold
Christina	Fekas
Emily	Feng
Kate	Feng
Ling	Feng
Yihua	Feng
Melody	Fennell
Brett	Ferguson
Jeanette	Ferguson
Tamara	Ferguson
Matthew	Fermano
Lisa	Fermi
Alexandra	Fernandez
Claudia	Fernandez
Jennifer	Fernandez
Lionel	Ferrandon
Ana	Ferrer
Theresa	Ferrer
Teresa	Fields
Rickeyna	Fields
Marquita	Fields-Williams
Taukeiaho	Fifita
Jessica	Figuroa
Jessica	Filicko
Benjamin	Finer
Maggie	Finneran
Paul	Fisher
Sam	Fisher
Vanessa	Fisher

Makda	Fitsum
Kathleen	Fitzgerald
Erin	Fitzgerald
Claire	Fitzpatrick
Lori	Flannery
Kristin	Flaxman
Lauren	Fletcher
Alexis	Flores
Allison	Flores
Amy	Flores
Marisa	Flores
Molly	Flores
Regina	Flores
Jhonar	Flores
Catherine	Floyd
Beth	Flure
Kelly	Focke
Cassidy	Foley
Karen	Fomby
Sheryl	Fong
Eric	Ford
Noelle	Ford
Taylor	Forman
Arlene	Formentera
Laura	Fornshell
Jeffrey	Fortis
Gregoire	Fosse
Jennifer	Foster
Mychael	Foster
Rebecca	Foster
Angeliki	Fotiades
Raquel	Fournier
Jennifer	Fox
Mhyleen	Fox
Nichol	Foxconnary
Kris	Fox-Turnbow
Katherine	Foyle
Faith	Franco
Yolande	Franklin
Katrina	Franklin
Shetara	Franklin
Eric	Frankman
Puglie	Frederic

Heidi	Fredette
Beth	Freedberg
Carly	Freedman
Claire	Freeman
Erika	Frick
Daryn	Friedman
Lisa	Friend
J	Froiland
Nancy	Fuchs
Kaya	Fujiwara
Briana	Fukushima
Lisa	Furuto
Nicholas	Fuzer
Randa	Gadalla
Ava	Gaddis
Lemico	Gaddis
Stephanie	Gaddis
Sonia	Gaeta
Monique	Gaige
Natalka	Galaj
Daniel	Galdamez-Cortez
Karin	Gallagher
Tescile	Gallagher
Rosanne	Gallagher
Melina	Gallegos
Rozanne	Gallegos
Francisco	Gallegos
Gabriella	Galleo
Delia	Gallo-Takayama
Lucy	Galstyan
Oliver	Gander
Glenn	Gangano
Liza Jane	Gaoay
Marissa	Garay
Briana	Garcia
Cristina	Garcia
Doris	Garcia
Lois	Garcia
Perla	Garcia
Veronica	Garcia
Alexis	Garcia
Jose	Garcia
Rachel	Garcia

Natasha	Garibay
Yuliya	Garkusha
Miguel	Garrido Linares
Courtney	Garrity
Michelle	Garza
Narjes	Gasmi
Danielle	Gasper
Quantae	Gaston
Nikita	Gaurav
Jacqueline	Gavillet
Stacy	Gavin
Sabina	Gavrilov
Fred	Gebhardt
Julia	Gendron
Elizabeth	Gendron
Madison	Genovese
Jennifer	Genter
Lisa	George
Pryah	George
Estela	Georgeyan
Jennifer	Germain
Summer	Gettings
Nathn	Gettler
Daryan	Ghaemi
Negar	Ghajar
Chloe	Ghattas
Susan	Gibbs
Douglas	Gil
Pati	Gilbank
Noel	Gilbert
Annie	Gill
Dhaman	Gill
Justina	Gilleland
Tara	Gillespie
Bridgette	Gilliland
Supranee	Gin
Griselda	Gines Bautista
Ali	Ginko
Michele	Gipson
Gregory	Giza
Rose	Gladson
Ellen	Glasser
Linden	Glavich

Hannah	Glen
Shawn	Glenn
Marm	Glinoga
Eyuana	Glover
Kerri	Glover
Jerome	Goddard
Miriam	Godoy
Michelle	Goldak
Alexa	Golden
Daniel	Golden
Sandy	Goldfarb
Amanda	Goldsberry
Michael	Goldstein
Molly	Goldstein
Carl	Gomez
Daniel	Gomez
Maria	Gomez
Julio	Gómez
Terry	Gomme
Alexander	Gonzales
Jofil	Gonzales
Shelley	Gonzales
Anngelina	Gonzalez
Ezra	Gonzalez
Jocelyn	Gonzalez
Melinda	Gonzalez
Salomon	Gonzalez
Valeria	Gonzalez
Alettia	Gonzalez
Andrew	Gonzalez
Elva	Gonzalez
Enrique	Gonzalez
Joanna	Gonzalez
Kenia	Gonzalez
Saray	Gonzalez
Jennifer	Gordon
Kim	Gordon
Rachelle	Gordon
Jennifer	Gordon
Lexie	Gore
Meryl	Gosma
Acey	Goss
Haneka	Goto



Delores	Goudeau
Tereda	Goul
Amber	Graham
Mitchell	Grajeda
Francis	Grande
Candace	Graves
Ragine	Graves
Barbara	Gray
Shianne	Gray
Jolen	Green
Valentino	Green
Naomi	Greene
Terrence	Greenslade
Renee	Gregg
Cain	Gregory
Jovannie	Gregory
Aashbir	Grewal
Kayla	Griffiths
Albert	Grillo
Daniela	Grimes
Kailee	Gronow
Danielle	Grossi
Kandy	Grzebyk
Zhuoer	Gu
Wendy	Guardado
Miri Joy	Guerin
Angie	Guerra
Carmina	Guevarra
Jonathan	Gueye
Natalie	Gumban
Anthony	Gunn
Arnav	Gupta
Samir	Gupta
Candi	Guthrie
Jennifer	Gutierrez
Niemi	Gutierrez
Savannah	Gutierrez
Cheyenne	Gutierrez
Jazmin	Gutierrez
Angela	Guzman
Cheryl	Guzman
Elsa	Guzman
Tien	Ha

Natalie	Haddad
Heidi	Hagan
Pia	Hagan
Rojan	Haghnegahdar
Susan	Hahn
Sonal	Hajirnis
Candice	Hakimianpour
Lucy	Hakverdian
Sheri	Hale
Breanna	Hall
Courtney	Hall
Kind	Hall
Stephanie	Hall
Amanda	Hamilton
Emily	Hamilton
Angela	Hamm
Shane	Hammer
Jamar	Hammon
Yosh	Han
Christine	Hand
Anameeka	Hanif
Aimee	Hanna
Kim	Hanna
Chloe	Hannu
Jim	Hansen
Laurie	Hansen
Julia	Hansen
Adrienne	Hardee
Dora	Hardy
Hani	Harieg
Aminata	Harley
Eden	Harmony
Scherri	Harps
Mackai	Harris
Makia	Harris
Tracey	Harris
Julia	Harrison
Samantha	Harrod
Patricia	Hart
Ladiamond	Harvey
Haley	Harwood
Heidi	Haskins
Gabriella	Hassid

Macy	Hatfield
Alexander	Hathaway
Issa	Hattar
Lisa	Haufrect
Michael	Haugh
Mari	Hawkins
Keneisha	Hawkins
Tim	Haydar
Carol	Hayden
Tracie	Haynie
Shalonda	Haywood
Alysha	Hazemi
Deborah	Heald
Angela	Heard
Natosha	Heard
Justice	Heath
Karen	Heck
Jeanety	Hector
Tina	Heidari
Nishma	Held
Alex	Helgans
Leslie	Hemme
Nicole	Henderson
Kanika	Henderson
Liz	Henderson
Shannon	Henderson
Jennifer	Hendrickson
Michael	Hennie
Astin	Henry
Breeaunna	Henry
Timothy	Hequibal
Tamra	Herb
Sharon	Heredia
Adrion	Hernandez
David	Hernandez
Desiree	Hernandez
Jaden	Hernandez
Pilar	Hernandez
Christina	Hernandez
Nancy	Hernandez
Natalie	Hernandez
Samantha	Hernandez
Lara	Herndon

Niki	Herndon
Brian	Herrera
Frederick	Herrera Jr
Nadia	Heshmati
Ashleigh	Hewitt
Brandon	Higa
Cathy	Higgins-Mora
Kimberly	Hill
Michelle	Hill
Nicole	Hill
Sarah	Hill
Shannon	Hill
Traci	Hill
Deshon	Hills
Lara	Hindawi
Cindy	Hing
Jeremy	Hing
Hannah	Hinson
Janet	Hiraga
Elaine	Hirschtick
Cong	Hoang
Yurie	Hoberg
Lauryn	Hock
Kanya	Hoehn
Brigitte	Hoffman
Jonathan	Hoffman
Jewel	Holbrook
Kelly	Holbrook
Doreen	Holguin
Christine	Hollaway
Ebonizha	Hollie
Nicole	Holliman
Shatunda	Holling
Merc	Hollinger
Lorri	Holloman
Jason	Holman
Leann	Holsapple
Ken	Holt
Phyllis	Hong
Stephen	Hong
Meghan	Hood
Farrell	Hope
Michelle	Hopkins-Martini

Christopher	Horam
Reana	Horovitz
Bella	Horta
Teneka	Hosang
Amirah	Hossein
Harrison	Houde
Leann	Houston
Rawni	Houston
Aubrey	Hoyle
Adelaide	Hsu
Leann	Huang
Meng Zhe	Huang
Joann	Hubert
Adja	Hudson
William	Hudson
Charlotte	Hudson
Sadie	Huemer
Cheryl	Huerta
Lucas	Huerta
Yvette	Huff
Kristina	Hughes
Chrissie	Hui
Kelly	Huibregtse
Noemi	Huiltron
Janet	Hung
Chasharee	Hunter
Tatiana	Hunter
Heidi	Hunter Nelson
Lei	Huo
Veronica	Hur
Meghean	Hurt
Emma	Hurtado
Jennifer	Huston-Kinghorn
Hanh	Huynh
Jeanna	Huynh
Jessica	Huynh
Stephanie	Hyde
Marianne	Iannotta
Maria	Ibarra
Tania	Iberri
Robert	Ichikawa
Hollie	Ignacio
Tia	Ignoffo

Erickson	Ilog
Florence	Immel
Jason	Ink
Tiffany	Ino
Mari	Inomata
Diahann	Introssi
Tolga	Irdem
Shamila	Ismail
Julia	Istrashkina
Krista	Itzhak
Kristina	Iversen
Charlotte	Ix
Ananya	Iyer
Dina	Jablonski
Natalia	Jabra
Kellee	Jackson
Sarah	Jackson
Theresa	Jackson
Aaron	Jackson
Latasha	Jackson
Rosie	Jacobs
Stephanie	Jacobs
Rebecca	Jacques
Elaheh	Jafarigol
Siddharth	Jain
Harseerat	Jajj
Yousuf	Jamal
Alexandria	James
Brandie	James
Atria	Jamshidi
Jhankhana	Jani
Pau	Jansa
Peyton	Jansma
Daniel	Jaquez
Michael	Jaramillo
Frances	Jarosz
Kennedy	Jarrell
Rachel	Jarvis
Catherine	Javier
Zyde	Javier
Vinita	Jayant
Vinitha	Jeevarathnam
Mia	Jefferson

Rochelle	Jefferson
Kevin	Jenkins
Brian	Jenkins
Zoe	Jennings
Veronica	Jensen
Veronica	Jensen
Danielle	Jess
Cathy	Jetter
Debbie	Jim
Lizeth	Jimenez
Lyndsey	Jimenez
Robert	Jimenez
Wendy	Jimenez
Robert	Jimenez
David	Jin
Kai	Jin
Shan	Jin
Katrina	Jingco
Nina	Johnson
Korinne	Jode
Anna	John
Erin	Johnnie
Alyssa	Johnson
Aretha	Johnson
Astrid	Johnson
Brianna	Johnson
Dailin	Johnson
Jonathan	Johnson
Mary	Johnson
Spasena	Johnson
Amber	Johnson
Jazmine	Johnson
Julianne	Johnson
Meagan	Johnson
Noelle	Johnson
Shannon	Johnson
Sierra	Johnson
Ted	Johnson
Tiffani	Johnson
Valerie	Johnson
Krista	Joiner
Amanda	Jones
Carla	Jones

Cynthia	Jones
Dawnyetta	Jones
Gilen	Jones
Michael	Jones
Orlando	Jones
Sarah	Jones
Keren	Jones
Krista	Jones
Sherryl	Jones
Stephanie	Jones
Alta	Jonker
Grace	Jordan
Ana	Jordan
Micah	Joselow
Manogy	Joshi
Ruth	Joya
Ashley	Joye
Beatriz	Juarez
Christie	Juarez
Geoffrey	Jung
Jaewon	Jung
Vivian	Ka
Stacy	Kabage
Yusuf	Kadermia
Daniel	Kae
Lauren	Kahn
Jinae	Kaing
Angelo	Kairuz
Tamer	Kakish
Tyler	Kalin
Kevin	Kammeyer
Dennis	Kamoen
Carol Ann	Kamps
Sara	Kanani
Christina	Kane
Sarah	Kang
Shinwon	Kang
Yejin	Kang
Nicole	Kantelis
Cathryn	Kapp
Helena	Karafilis-Spensley
Sareen	Karaiakoubian
Emily	Karapetian

Amy	Kardel
Waleed	Karim
Janna	Karnezis
Kumar	Kartikeya
Mia	Kaschak
Arjel	Kashanchi
Avantika	Katiyar
Sadie	Katz
Stacey	Kauhaahaa
Jessie	Kaur
Pauline	Kavanagh
Maggie	Kavarian
Benjamin	Kayne
Veronica	Keichline
Kaylan	Keith
Line	Kelle
Mlisa	Kelley
Gina	Kelly
Kinsey	Kelsen
Mary	Kelsey
Olympia	Kempanowski
Rachel	Kempel
Aileen	Kendall
Gwen	Kenneally
Jennifer	Kenney
Christine	Kenton
Tamara	Keovanpheng
Donna	Kermanshah
Janet	Kerobyan
Salpi	Keshishian
Damien	Kettud
Sherafgan	Khan
Tavita	Khan
Quinn	Khanna
Svetlana	Khanzratyan
Karan	Khare
Tigran	Khatlamadzhiev
Anait	Khojasarayan
Andrianik	Khrimian
Samantha	Khuu
Andrea	Kidd
Skye	Kidd
Allie	Kiekhofer

Carolyn	Killian
Allison	Kim
Amy	Kim
Bomi	Kim
Gahyun	Kim
Hanna	Kim
Harold	Kim
Hyun	Kim
Jane	Kim
Jean	Kim
Jessica	Kim
Jin	Kim
Jong Oun	Kim
Joseph	Kim
Julie	Kim
Lily	Kim
Nari	Kim
Nicole	Kim
Rebecca	Kim
Sally	Kim
Sally	Kim
Irina	Kind
Stacy	Kindelberger
Debi	King
Elizabeth	Kiper
Margherite	Kirk
Elijah	Kirkland-Andrews
Melanie	Kirkley
Joie	Kirkpatrick
Rosena	Kishan
John	Kishimizu
Denisce	Kiss
Brianna	Kivinski
Karen	Klein
Kim	Klein Dickerson
Andrew	Kline
Christina	Knackstedt
Destiny	Knapp
Robert	Knouse
Justin	Knowles
Olivia	Knowles
May	Ko
Sophia	Kodzhoian

Fayth	Koga
Suzette	Kogut
Dillon	Kohler
Roman	Koidl
Brittany	Kolesnik
Sandi	Kong
Tyler	Kopp
Amanda	Korneyi
Jill	Kosinski
Elizabeth	Koskela
Jennifer	Koslow
Samantha	Koutny
Kylie	Kovach
Petra	Kovacs
Lauren	Kraft
Alexandra	Krakow
Elliott Allen	Kratochvil
Jane	Krull
Kiley	Krzyzek
Jen	Kukis
Resha	Kumar
Christina	Kurniawan
Maria	Kutovets
Amy	Kwiatkowski
Chris	Kwok
Betty	Kwong
Tammy	La Barbera
Patricia	Laas
Amanda	Labroscian
Nancy	Lacy
Lisa	Lafreniere
Katerina	Lagoda
Olivia	Lai
Francis	Laija
Brandy	Laird
Amy	Lake-Bass
Sheri	Lalehzarian
Ashley	Lam
Kitty	Lam
Pandora	Lam
Young	Lam
Meri	Lamb
Kayla	Lampson

Danielle	Lancaster
Kurt	Landeis
Marylin	Landeros
Jordan	Langley
Mary	Lanier
Melissa	Lansing
Niki	Lapka
Jennifer	Larez
Sydney	Larosa
Cassandra	Larrabee
Jessica	Larson
Riley	Larson
Anna	Lasher
Viola	Lau
Lily	Laur
Louella	Laureola
Michiko	Laurin
Shannon	Lawrence
Kathy	Layman
Sylvia	Lazos
An	Le
Anna	Le
Chi	Le
Kim	Le
Linda	Le
Thanh Truc	Le
Vincent	Le
Ines	Le Bihan
Amy	Lederman
Ashley	Ledesma
Danielle	Ledford
Catherine	Lee
Christina	Lee
Connie	Lee
Diana	Lee
Eileen	Lee
Elis	Lee
Elli	Lee
Eva	Lee
Genhsing	Lee
Heidi	Lee
Jason Wei	Lee
Jennifer	Lee

Jeongmin	Lee
Jessica	Lee
Jonghyun	Lee
Katherine	Lee
Kristie	Lee
Linda	Lee
Michelle	Lee
Reagan	Lee
Seul	Lee
Skye	Lee
Soua	Lee
Stephanie	Lee
Suria	Lee
Vivienne	Lee
Youna	Lee
Christina	Leeper
Kimberly	Leitz
Paula	Leivas
Mersiha	Lendo
Angelica	Leon
Morgan	Leone
Georgianne	Leong
Sarah	Lepeska
Lydia	Les
Rachelle	Lesieur
Joel	Leslie
Lester	Leswmail@Gmail.Com
Mico	Letargo
Steven	Leung
Isabelle	Levant
Rachel	Levin
Jamie	Levine
Milena	Levitin
Michelle	Levreault
Andrew	Levy
Kymani	Levy
Ashlyn	Lewis
Taylor	Lewis
Niesha	Lewis
Mike	Ley
Karrie	Leyritz
Deseree	Lhoir
Edward	Li

Rui	Li
Hillary	Liang
Anny	Liao
Gorun	Liceli
Brian	Lichtenberg
Bonnie	Liedtke
Rebekka	Lien
Arbana	Lika
Cheryl	Lim
Lynda	Lim
Stephanie	Lim
Steve	Lim
Vivienne	Lim
You Hui Benita	Lim
Brian	Limurti
Andrew	Lin
Lukas	Lin
Mendel	Lin
Wei Yen	Lin
Thanh	Lind
Nancy	Lindaas
April	Lindayag
Tara	Lindrose
Kendra	Ling
Courtney	Lining
Melanie	Linn
Eva This	Linou
Abraham	Liou
Galleri	Lipkin
Stacy	Liss
Tawnya	Little
Andria	Litto
Jianing	Liu
Judy	Liu
Xuehua	Liu
April	Liwanag
Jennie	Llamas
Stephanie	Lloyd
Christy	Lo
Victor	Lo
Armida	Loaiza
Roger	Lobato
Lorena	Loera

Matthew	Loera
Hailey	Lofdahl
Kim	Logie
Chloe	Lohse
Soo	Lohse
Karen	Loi
Daniela	London
Lashonda	Long
Joanna	Loper
Alberto	Lopez
Austyn	Lopez
Diana	Lopez
Elizabeth	Lopez
Jessie	Lopez
Jesus	Lopez
Raymond	Lopez
Steevi	Lopez
Andrea	Lopez
Ellissa	Lopez
Michael	Lopez
Yvonne	Lopez
Angelie	Lorca
Daniel	Lott
Renee	Loucks
Charlene	Louder
Christina	Lour
Kevin	Louther
Angela	Lovell
Jerry	Loya
Brian	Lu
Charlyn	Lu
Erin	Luby
Cynthia	Lucas
Logan	Luchsinger
Lana	Lum
Guadalupe	Lunar
Patricia	Lundberg
Karri	Lunsford
Michael	Lunzer
Vilian	Luong
Celeste	Luppino
Shahar	Lushe
Amy	Luu

Jenny	Luu
Kelly	Luu
Rachel	Ly
Marlena	Lynch
Michele	Lynch
Belinda	Ma
Chung-Hyun	Ma
Rana	Maarouf
Cecile	Macabagdal
Jameson	Macaluso
Laura	Macauley
Monique	Macias
Maritza	Macias
Olivia	Macias
Madeline	Mackie
Ligia	Macy
Alyssa	Macy
Kimberly	Madayag
Wendy	Madera
Joserita	Madrid Murphy
Carrie	Maglieri
Autum	Mahabir
Donald	Mahoney
Kerri	Mahoney
Baby	Mahusay
Tara	Maidment
Michele	Main
Michelle	Mak
Shaya	Malekshoarai
Ali	Malekpour
Carlie	Maley
Christina	Malsbury
Rosha	Mamita
Michelle	Manalo
Amy	Mancini
Jessie Angelo	Mandapat
Carly	Mandel
Jason	Mandler
Siron	Mani
Sharon	Manier
Wendy	Manio
Marie	Mannino
Alessandra	Manrique



Hannah	Mansky
Susan	Manson
Amena	Mansoor
Grace	Mansoor
Marcy	Mantych
Gennifer	Mantych
Anni	Manukyan
Dinah	Manutai
Cherry	Mao
Rizaida	Mapa
April	Maples
Rosibel	Marcial
Michelke	Marfone
Maria	Marias
Andrew	Marich
Mike	Marinoble
Elena	Mariti
Yael	Markovich
Candice	Markowitz
Sera	Marlowe
Antonia	Marovic
Breanna	Marquez
Jessica	Marquez
Lauree	Martell
Antonio	Martin
Ashlee	Martin
Carolyn	Martin
Jacquelyn	Martinez
Jazmine	Martinez
Manuela	Martinez
Rebecca	Martinez
Stacey	Martinez
Christina	Martinez
Kristyl	Martinez
Sarah	Martinez Zevallos
Daniel	Martini
Tonya	Martini
Angela	Mashinski
Brandy	Mason
Lacy	Mason
Jean Pierre	Mastey
Sonjia	Mata
Aviad	Mataraso

Kelly	Mathis
Lelani	Mathis
Sina	Matian
Stephani	Matousek
Kaivan	Mayelzadeh
Brooke	Mayette
Samantha	Maynard
Arash	Mazhari
Chris	Mazzola
Karen	Mcallister
Tiffany	Mcarthur
Bailey	Mccarthy Riley
Kelly	Mcclister
Angela	Mccclory
Rebecca	Mcconnaha
Anthony	Mcconnell
Lisa	Mcconnell
Sari	Mcconnell
Matthew	Mccormick
Kaitlin	Mccowin
Monica	Mccown
Antoine	Mccoy
Dione	Mccrea
Michelle	Mccullouch
Kelia	Mccullough
Caitlin	Mcdaniel
Aubrey	Mcdowall
Kim	Mcdowell
Janet	Mcelligott
Caitriona	Mcfadden
Lena	Mcgee
Mike	Mcgill
Brandy	Mcgowan
Leah	Mcguirk
Renee	Mckenzie
Kyle	Mclean
Sabrina	Mcleran
Kevin	Mcmahon
Kyla	Mcmillion
Kanoi	Mcmillon
John	Mcnally
Brittany	Mcpartland
Kelley	Mcphaul

Patrick	Mctigue
Kyler	Mcvoy
Natalie	Mcwilliams
Katherine	Meacham
Alison	Meacham
Kisha	Meas
Charise	Medeiros
Adrian	Medina
Jorgina	Medina
Davina	Medina
Jessica	Medrano
Justin	Meeks
Jessica	Mei
Tiffany	Mei
Adrienne	Meier
Raquel	Mejia
Brayden	Mekertichian
Lisette	Melendez
Kellie	Melendez
Mandana	Mellano
Nina	Meller
Emmy	Melo
Cynthia	Melton
Gabriela	Mendez
Jordan	Mendez
Jorge	Mendez
Norma	Mendez
Paz	Mendez Hodes
Mary Ann	Mendoza
Jennifer	Menghani
Toya	Menzie
Érica	Meraz
Amando	Mercado
Samamtha	Mercer
Anne	Merino
Chloe	Merjil
Antoinette	Messina
Katherine	Metz
Chad	Mewmaw
Alexa	Meyers
Lauren	Meyrowitz
Allison	Meza
Sireen	Mezied

Patrick	Michaels
Laurin	Michiko
Kendall	Migliozzi
Paula	Miklose
Stana	Milanovich
Cole	Militano
Michele	Millard
Cheryl	Miller
Kalikhia	Miller
Kathy	Miller
Kristine	Miller
Kristoffer	Miller
Lisa Marie	Miller
Stephanie	Miller
Rachael	Miller
Debra	Milner
Amely	Minarich
Matthew	Miner
Esther	Minitser
Charise	Mirabal
Shannon	Mirsadjadi
Tara	Mirzaee
Cassie	Misa
Patrick	Mitchell
Don	Mitchell
Casey	Mitcheltree
Kristen	Miyake
Mari	Mizutani
Julie	Modisette
Christianna	Moestue
Yojalma	Moleterno
Clstudia	Molina
Joribelle	Molina
Sara	Molina
Julie	Mollica
Susan	Molloy
Estelle	Mondragon
Christopher	Monsada
Carla	Montemayor-Talavera
Angela	Montes
Caitlin	Montgomery
Erin	Moody
Felicia	Moore

Heidi	Moore
Hilne	Moore
Kameil	Moore
Katie	Moore
Sierra	Moore
Deanna	Moore Lopez
Penny	Mora
Rosa	Mora
Amir	Moradi
Brenda	Morales
Crystal	Morales
Richard	Morales
Teresa	Morales
Shannon	Moran
Kelly	Moreland
Devanee	Moreno
Enric	Morera
Shannon	Morgan
Jerry	Morgan
Jerve	Morgan
Juan Carlos	Morquecho
Tiffany	Morrell
Elisabeth	Morris
Yvette	Morris
Brent	Morrison
Jacob	Morrison
Brian	Morrisette
Erica	Morrow
James	Morton
Amanda	Moscrip
Angela	Mosier
Kari	Moss
Eunsun	Mota
Matthew	Motamedi
Hnou	Moua
Sharnay	Moultrie
Shant	Mouradian
Kayla	Mraz
Adelina	Mujukian
Simone	Muller
Christina	Mulvehill
Marissa	Mulvey
Christine	Mummelthie

Shadab	Mumtaz
Caterin	Munguia
Lupe	Muniz
Edwin	Munoz
Michelle	Munoz
Priscilla	Munoz
David	Murray
Gerald	Murray
Lionel	Murrieta
Preeti	Murty
Sanja	Mustac
Thomas	Musto
Yvonne	Mychal
Brian	Myers
China	Myers
Kari	Myers
Elena	Nacarino
Mesbah	Naeimyan
Esther	Nahom
Gemon	Naing
Rahul	Nair
Michelle	Nakama
Julie	Nam
Jenifer	Namestka
Sujin	Namkung
Syed	Naqvi
Maria	Nardi
Dannesha	Nash
Danny	Nassri
Ken	Natelborg
Diana	Navarrete
Frania	Navarro
Paola	Navarro
Madina	Nayibkhil
Caleb	Neary
Carli	Neely
Brittany	Negrete
Nathan	Neighbour
Victor	Nello
Jessica	Nelson
Melissa	Nelson
Eddy	Nevarez
Ella	Neverauskas

Troy	Newell
Cindi	Newman
Teresa	Newman
Michelle	Newman
Alex	Newport
Jordan	Newt
Julia	Neyman
Karina	Ng
Wai	Ngai
Julia	Ngo
Kim	Ngo
Madalyn	Ngo
Yvonne	Ngo
Mary	Nguuen
Quynh	Nguuen
Bobby	Nguyen
Caitlin	Nguyen
Elizabeth	Nguyen
Hanh	Nguyen
Hanh	Nguyen
Hoang	Nguyen
Jennifer	Nguyen
Jessica	Nguyen
Joey	Nguyen
Karen	Nguyen
Kevin	Nguyen
Natalie	Nguyen
Nguyen	Nguyen
Pauline	Nguyen
Tammy	Nguyen
Thuy	Nguyen
Thuy Vi	Nguyen
Timmy	Nguyen
Tracey	Nguyen
Trang	Nguyen
Trang	Nguyen
Uyen	Nguyen
Vu	Nguyen
Chieu-Anh	Nguyen
Lisa	Nguyen
Thuy	Nguyen
Kimchhorn	Nhek
Monica	Nichelson

Heather	Nicholas
Jordan	Nickel
Mariana	Nicolau
Annie	Niederhofer
Pam	Niedzwiecki
Eleanor	Nieuwenhuis
Ian	Niklas
Faith	Nobles
Elizabeth	Noe
Emily	Nolan
Christine	Nolan-Brady
Albert	Noriega
Taylor	Noriega
Lorraine	Noriega
Leah	Norling
Jessica	Northrup
Nicole	Norwood
Talimicus	Nowling
Kelley	Nua
Kimberly	Nucci
Shanon	Nuckols
Kendra	Nunnely
Promise	Nwozuzu
Meghan	Nystrom
Khin	Nyunt
Natalie	O'Brien
Ellen	O'Connell Whittet
Shea	O'Doherty
Erin	O'Donnell
Bridget	O'Neill
Kayling	O'Neill
Erica	Oatman
Clifford	Obrien
Michael	Obryan
Cherille	Ocampo
Martha	Ocampo-Ruiz
Gabby	Occhipinti
Karolina	Ochoa
Jillian	Oconnell
Katelyn	Odom
Ani	Oganisian
Daniela	Olariu
Sara	Olds

Rebeca	Olguin
Adriana	Olivares
Alexandria	Olivas
Paula	Oliveira Cox
Angelique	Oliver
Therese	Olivo
Lobat	Omidvari
Asli	Omur
Giovanna	Oneal
Diaz	Oneida
Brigid	Oneil
Daniel	O'Neill
Robert	O'Neill
Krystle	Ongjanco
Janset	Onyuru
Edward	Ordinario
Carolyn	Ordonez
Addison	Orloff
Eric	Orlow
Irma	Ornelas
Keran	Oroudjian
Kiisha	Orr
Alejandra	Ortiz
Martha	Ortiz
Sandra	Ortiz
Brandy	Ortz
Jade	Osborne
Kyle	Osborne
Natalie	Oshin
Alan	Osorio
Ellyn	Ostrove
Maya	Otoum
Debbie	Otsuji
David	Ott
Waseme	Otti
Steve	Ou
Jennifer	Owens
Marcia	Owens
Tara	Ozanyan
Elena	Ozhitskaya
Irving	Pacheco
Kylie	Padilla
Lisa	Padilla

Franki	Pagan
Rachel	Pagan
Chelsea	Page
Rana	Paglinawan
Nicole	Paige
Jonathan	Pajion
Sonji	Pakeman
Jeanne	Pakingan
Yvonne	Palacio
Isabel	Palacios
Marina	Palafox
Eufrocina	Palaganas
Anna	Palamountain
Sheri	Palazzo
Leica	Palma
Christal	Palmer
Jonas	Palmer
Toni	Palmer
Daniel	Palmieri
Gabriela	Palomera
Derick	Pan
Michelle	Pan
Amie	Panethiere
Vega	Pangaribuan
Thea	Pangilinan-Rauch
Aisling	Parada
Riddhi	Parikh
Cindy	Park
Hyesu	Park
Jung	Park
Sei	Park
Seon Joo	Park
Seong	Park
Shin Young	Park
Sooyoung	Park
Young Eun	Park
Camerone	Parker
Camerone	Parker
David	Parker
Dawn	Parker
Frederick	Parker
Patrick	Parkey
Vanessa	Parlin

Gloria	Parra
Dana	Paschetti
Marcelino	Pascual
Natalia	Paskar
Dimple	Patel
Hiral	Patel
Janki	Patel
Shridhar	Patel
Tejul	Patel
Clarissa	Patino
Michelle	Patino
Robert	Patrick
Miracle	Paul
Pamela	Paul
Avner	Paulino
Jonathan	Paulsen
Carlos	Payan
Jenna	Peatross
Vinicius	Pecora
Tina	Peluso
Daniel	Pemberton
Pamela	Pender
Marcia	Pendleton
Diana	Peng
Julie	Pensinger
Heather	Penzkofer
Amber	Perales
Ivy	Peralta
Melissa	Pereira
Natasha	Pereira
Felix	Perez
Jennifer	Perez
Kristy	Perez
Jessica	Perez
Alexandria	Perfetto
Christopher	Perkins
Justina	Pernette
Elise	Perrow
April	Perry
Stacey	Perry
Gina	Persico
Silva	Petani
Reilly	Peterson

Shelene	Peterson
N	Petkus
Oksana	Petrik
Linda	Petta
Cat	Pham
Caylyn	Pham
Khang	Pham
Preston	Pham
Tammy	Pham
Dang	Phan
Duc Huy	Phan
Kimmy	Phan
Pooi Yin	Phang
Megan	Phansalkar
Amy	Phaviseth
Bobby	Phetthiraj
Crystal	Phillips
Scharon	Phipps
Sotra	Pho
Jenny	Phu
Nancy	Phu
Carrie	Piccolini
Corinne	Pickett
Josuan	Picon
Jacqueline	Pigg
Stephanie	Pillai
Bethany	Pine
Ashley	Pineda
Brenda	Pinkevich
Maria	Piroli
Seth	Pisanko
Deepthi	Pisupati
Brian	Pita
Gabriella	Pizano
Kenneth	Pizzi
Armando	Plascencia
Sam	Polesak
Alexander	Polonsky
Brandon	Poole
Jessica	Poon
Diana	Popescu
Bryce	Porter
Leslie	Porter

Sophia	Porter
Angel	Portillo
Jeanette	Portillo
Kim	Posvar
Daniel	Potter
Dorit	Pour
Ola	Powell
Melanie	Powers
June	Poyourow
Sarah	Prater
Stephen	Pratty
Taylor	Preciado
Noemi	Preciado Zavala
Brenda	Prehmus
Brittney	Price
Cameron	Price
Bernadette	Price
Braxton	Prieto
Meika	Prince
Rachael	Pritchett
Susan	Privette
Cathy	Prooth
Leroy	Pruitt
Sara	Pryer
Karl	Pua
Mindy	Puente-Escalera
Denika	Pulley
Kiran	Punjani
Sam	Purtill
Kavya	Putluri
Yuwei	Qian
Nathania	Quach
Kaitlin	Quantz
Haydee	Quero
Erika	Quibuyen
Margaret	Quigley
Arriana	Quijano
Catherine	Quinlisk
Kamari	Quinones
Blanca	Quintanilla
Catalina	Quintero
Sarah	Quinton
Jessica	Rabbany

Jina	Rabinoff
Stephanie	Rachel
Adrienne	Racine
Alexandria	Radcliff
Audrey	Radi
Amanda	Rafferty
Anna	Raghavan
Sumlesj	Raj
Karla	Rajo
Christopher	Ralphs
Chris	Ralston
Sheila	Ramboyong
Brittany	Ramelow
Wendy	Ramer
Rosario	Ramirez
Cynthia	Ramirez
Margaret	Ramirez
Michelle	Ramirez
Raymond	Ramirez
Salvador	Ramirez
Noe	Ramirez-Ontiveros
Jenny	Ramos
Princess	Ramos
Kristin	Rampley
Marissa	Rangell Clemente
Shirlet	Ransomjr
Vikram	Rao
Sophia	Rappe
Eduardo	Rascon
Melissa	Rasmussen
Swati	Rastogi
Decuir	Raven
Vignesh	Ravi
Mia	Ray
Stephanie	Ray
Shelynn	Raygoza
Theresa	Real
Laura	Realegeno
Natalia	Recko
Jennifer	Redding
Grace	Reddy
Alison	Reed
Gary	Reed

Margaret	Reed
Paulene	Reed
Xantipa	Reed
Kim	Reeder
Keely	Reese
Cesar	Regalado
Tina	Regnyan
Angela	Reid
Jewel	Reid
Daren	Reifsneider
Gaelyn	Reina
Heidi	Reis-Griffin
Anli	Ren
Kristina	Renaud
Jonathan	Renfroe
Chloe	Renner
Veronica	Renteria
Rachel	Restrepo
Ron	Revilla
Abril	Reyes
Jose	Reyes
Alexandra	Reynolds
Alana	Reynolds
Michelle	Rhem
Charlene	Rhodes-Verner
Ginna	Ricci
Alice	Rice
Zakia	Rice
Olivia	Richard
Shannon	Richards
Kathryn	Richardson
Zachary	Rickun
Daniela	Rico
Kathryn	Ridout
Kara	Rieben
Stefanie	Riehl
Kerri	Rifkin
Erica	Rimmer
Kimberly	Rinaldi
John	Ringler
Laura	Rios
Aniko	Ritchie
Gabriella	Rivadeneira

Alexis	Rivera
Mary Katherine	Rivera
Rocio	Rivera
Ryan	Rivera
Christine	Rivera
Nicole	Rivera
Ana	Rivera Forastieri
Lindsay	Roach
Saskia	Robelo
Brandon	Roberts
Kevin	Roberts
Lucia	Roberts
Nakewa	Roberts
Velvet	Roberts
Tricia	Robertson
Debra	Robertson
Brenda	Robins
Valerie	Robins
Aviance	Robinson
Anthony	Robinson
Dawn	Robinson
Clara	Rocha
Megan	Rock
David	Rodrigues
Cynthia	Rodriguez
Stephanie	Rodriguez
Angela	Rodriguez
Christina	Rodriguez
Erik	Rodriguez
Jeff	Rodriguez
Julianna	Rodriguez
Julie	Rodriguez
Lisette	Rodriguez
Tatiana	Rodriguez
Tiffany	Rodriguez
Laura	Roemmele
Isabelle	Rogers
Karen	Rogers
Kimberlee	Rogers-Ryan
Emilee	Rohrer
Jynelle	Rojas
Pamela	Rolle
Alberto	Romero



Érica Ann	Romero
Ida	Romero
Jennifer	Romero
Kristy	Romero
Marlene	Romero
Meghan	Romero
Chantel	Ronquillo
Claude	Roofian
Arshawan	Roohian
Sunhee	Rosales
Susie	Rosales Nava
Flaherty	Roscitto
Anthony	Rose
Summer	Rose
Elizabeth	Rose
Jennifer	Rosner
Erin	Ross
Gayle	Ross
Nathan	Ross
Amy	Rothbaur
Aida	Rouzmehr
Joseph	Rowe
Jonson	Rowley
Kelly	Rozich
Emilia	Ruban
Melanie	Rudee
Amanda	Rudolph
Brigette	Rudy
Shana	Ruiz
Sugey	Ruiz
Wilberth	Ruiz
Zugey	Ruiz
Jennifer	Runnels
Elizabeth	Rush
Jason	Russell
Karla	Russell
Amber	Russell
Marie	Rutledge
Angel	Ryan
Tracy	Ryan
Jennifer	Ryan
Ashley	Rybka
Alisha	Ryvkin

Shereen	Saadeldin
Mona	Saba
Denise	Sabar
Zenaida	Sabucdalao
Michael	Sacapanio
Maziar Mike	Saedi
Roz	Saedi
Sonum	Saeed
Angela	Saeng
Nancy	Sagrero
Zorya	Saheed
Ahmed	Said
Giovanni	Saint Pierre
Camille	Saito
Joseph	Salamone
Ashley	Salas
Elodie	Salas
Juan	Salazar
Sylvia	Salazar
Veronica	Salazar
Stephanie	Saldana
Kiana	Salehi
Daniel	Salmond
Shyen	Salone
Acamie	Salter
Franko	Salvatore
Bun	Sam
Erin	Sam
Beth	Sammons
Kelly	Sampaolo
Kyrie	San Miguel
Kathryne	Sanchez
Paola	Sanchez
Priscilla	Sanchez
Yuridia	Sanchez-Herrera
Wendy	Sanders
Amelia	Sanders-Aspuro
Kuljit	Sandhu
Edgar	Sandoval
Beatriz	Sandoval Cornejo
Harj	Sangha
Sarah	Santana
Sofia Dana	Santelices

Hannerose	Santiago
Lily	Santiago
Sandra	Santillan
Jamie	Santini
Nicole	Santolla
Estrellita	Santos
Sabrina	Santos
Bryant	Santoyo
Kristin	Saplala
Lydia	Sapp
Jannine	Saquiton
Katherine	Sarabia
Leslie	Sarabia
Arpineh	Sarkisian
Fardin	Sarraf
Tsukumo	Sattler
Blanca	Sauceda
Ashley	Saunders
Tanya	Sawhney
Annalee	Sawn
Irma	Sawyer
Rick	Sax
Juliana	Scales
Erica	Schaab
Kelly	Schaaf Brown
Ruby	Schaffer
Alyssa	Schaffer
Maaike	Scherff
Jessica	Schexnayder
Victoria	Schizas
Kathy	Schmidt
Vanessa	Schoenegge
Eileen	Schoening
Kacee	Schoessow
Reut	Schorr
Andrew	Schreiber
Yoleida	Schreiber
Raquel	Schroeder
Jessica	Schultz
Suzy	Schultz
Kristie	Schumacher
James	Schwab
Nadia	Schwartz

Karlylle	Schwartz
Elizabeth	Scofield
Gemma	Scurich
Krystle	Seaver
Chris	Seavey
Dawn	Sebock
Fedja	Sefic
Mariannie	Segarra
Scott	Selby
Andrew	Sellers
Alania	Selli
Diana	Seo
May	Sernas
Priskila	Setiawati
Emily	Seyler
Chantelle	Shah
Sonya	Shah
Vishal	Shah
Ellie	Shalvarjian
Darren	Sham
Juli	Shamash
Attiya	Shams
Mahima	Shanware
Angelica	Shao
Molly	Shapiro
Nisreen	Sharideh
Dawn	Sharifan
Heather	Sharma
Niti	Sharma
Jeffrey	Shaw
Lashon	Shaw
Erika	Shay
Mandy	Shek
Eric	Shepherd
Corey	Sheridan
Eric	Sherman
Anastasia	Sheveleva
Scout	Sheys
Huiyu	Shi
Jennifer	Shih
Michael	Shim
Mia	Shimomura
Dongmin	Shin

Elle	Shinn
Golnesa	Shoamanesh
Rachel	Shpringer
Bisesh	Shrestha
Miranda	Shroyer
Claudia	Sicairos
Maria	Sicairos
Amber	Sierra
Saori	Sierra
Brandon	Sigamony
Domenic	Signorelli
Marlon H	Siguenza
Christina	Sills
Rebecca	Silva
Samantha	Silva
Ariston	Silva Neto
Ross	Simanteris
Scott	Simmons
Jasmine	Simmons
Kim	Simmons
Casey	Simon
Sara	Simon
Paige	Simonson
Courtney	Simpson
Nicole	Simpson
Corey	Sims
Alina	Sinclair
Melissa	Sinne
Alicia	Sinner
Sarah	Siros
Bonnie	Siskowski
Stephanie	Skaropoulos-Chase
Brittany	Slaughter
Amber	Slemons
Angela	Slinker
John	Sloane
Michelle	Sloane
Anne	Slocum
Amber	Smidebush
Aleksandra	Smirnoff
Andrea	Smith
Ashlee	Smith
Brian	Smith

Cassandra	Smith
Dallis	Smith
Gretchen	Smith
Jarryn	Smith
Kaitlyn	Smith
Kellie	Smith
Ksenia	Smith
Michelle	Smith
Shari	Smith
Sharmia	Smith
Stefanie	Smith
Stephanie	Smith
Kameron	Smith
Tabitha	Smith
Bethany	Smothers
Lori	Smylie
Christopher	Snider
April	Snook
Briona	Snyder
Sheli	Snyder
Denise	So
Alexis	Soibelman
Lynn	Solberg
Elizabeth	Solis
Sarah	Soliz
Tyler	Solloway
Yvonne	Somek
Kevin	Song
Wendy	Sonnenberg
Miles	Sookoo
Michelle	Soria
Silvana	Sosa
Amandine	Sosinski
Zaira	Sotelo
Michael	Soto
Veronica	Soto
John	South
Samantha	Sowers
Kimberly	Sparr
Anna	Spektor
Adn	Spencer
Jean Marie	Sperling
Noeleen	Spies

Monica	Spikes
Kathleen	Spillane
Nicholas	Spirtos
Kris	Springer
Helen	Springut
Katie	Squire
Yvonne	Srem
Sumeet	Srivastava
Russell	Staglik
Jason	Stanley
Molleen	Stapol
Stephanie	Staralizon
Kevin	Starr
Nakia	Starr
Ivan	Steel
Kathryn	Sternal
Leslie	Stevens
Robert	Stevens
Carol	Stevenson
Carolyn Yang	Stewart
Sean	Stewart
Timothy	Stewart
Kristen	Stinson
Sara	Stinson
Courtney	Stone
Robert	Stonecipher
Nicole	Stornetta
Julie	Stout
Austin	Stowers
Sheena	Streling
Ty	Stricker
Samantha	Strom
Holly	Strout
Susannah	Stultz
Crystal	Stupay
Amanda	Sturges
Brenda	Su
Hanli	Su
Julianna	Suchard
Richard	Sudaria
Ileana	Sugawara
Amelia	Sukiennik
Ann	Sullivan

Daina	Summerfield
Cameron	Sumpter
Carrian	Sun
Yuqi	Sun
Meng	Sung
Denise	Surles
Emma	Suster
Andrew	Sutherland
Stefanie	Sveiven
Sydney	Swanson
Cristina	Swift
Suzanne	Swink
Zachary	Syvongsa
Sam	Szeto
Pamela	Sztyblewsky
Jennifer	Tabiza
Pearl	Tabot
Monika	Tadayon
Ottavio	Taddei
Michael	Taillant
Theresa	Taing
Betsy	Takagi
David	Takeda
Lori	Talbot
Renato	Talhadas
Laura Isabel	Tallada
Erica	Tam
Manya	Tam
Amy	Tan
Rich	Tan
Shubhangi	Taneja
Allyson	Tang
Julie	Tang
Manfield	Tang
Tiffany	Tang
Woon	Tang
Breann	Tang-Gaddi
Arkira	Tanglertsumpun
Adtian	Tanjuaquio
Kai	Tanna-Williams
Myra	Tantinf
Laura	Tarr
Mete	Tasin

Charmaine	Tate
Belinda	Tauber
Sherri	Taylor
Tiffany	Taylor
Cheryl	Taylor
Tiffany	Taylor
Zoe (Aka Michaelyn)	Taylor-Crane (Aka Klepper)
Hailey	Te
Ida	Teal
Stefan	Tedjakusuma
Alisa	Teegardin
Charlescica	Teemer
Katia	Telles
Flor	Tellez
Lydia	Tellez
Eloisa	Temple
Roseanne	Tenenbaum
Truly	Tennyson
Mady	Tep Vernon
Laura	Terrazas
Devin	Terrill
Yolanda	Terry
Teswt	Test
Kyla	Teufel
Kristi	Tezha
Mariah	Theis
Alice	Thomas
Danielle	Thomas
Kathleen	Thomas
Laquisha	Thomas
Scott	Thomas
Sophia	Thomas
Tylaria	Thomas
Warren	Thomas
Sharon	Thomas
Jessica	Thompson
Naomi	Thompson
Natalie	Thompson
Hannah	Thompson
Cristina	Thornhill
Ashley	Thurber
Kathleen	Thursby
Justin	Thye

Rachel	Tice
Tamara	Till
Omar	Tillawi
On	Tim
Evgenia	Timasheva
Lisa	Timms
Luna	Ting
Benjamin	Tingle
Megan	Tippens
Chloe	Tiscareno
Monica	Tison
Lauren	Tisthammer
Suzanne	Titus
Ann	To
Jenny	Tobin
Katherine	Toledo
Patrick	Tolefree
Terry	Toler
Jenny	Tolman
Alexandra	Tom
Ljuba	Tomas
Laura	Toms
Maya	Toney
Connie	Tong
San	Tong
Nelli	Tonoyan
Vincent	Torrente
Bianca	Torres
Julie	Torres
Linda	Torres
Liz	Torres
Jacqueline	Torres
Sarah	Toth
Theadora	Touchton
Elle	Toussi
Megan	Towner
Megan	Trama
Anna	Tran
Ansley	Tran
Derik	Tran
Evelyn	Tran
Johnny	Tran
Lena	Tran

Thanh	Tran
Vanessa	Tran
Jessica	Travis
Emily	Travis
Jennifer	Tremaine
Alicia	Tremaine
Adrena	Trice
Starlina	Triplin
Taylor	Trotter
Sandra	Trujillo
Alexandra	Tsagris
Huaien	Tsai
Tina	Tsang
Chun J	Tsao
Mckenna	Tschumperlin
Tsetsegmaa	Tsenddorj
Kora	Tseng
Dionysios	Tsirkas
Kristina	Tsuei
Charina	Tsujiuchi
Cameron	Tuck
Olivia	Tucker
Elyse	Tuennerman
Christine	Turner
Kelly	Turner
Elena	Tveretinov
Ramani	Tyagi
Steven	Uecker
Erdenetuya	Ulziibaatar
Felix	Umana
Sharlene	Umayam
Ikenna	Unaenze
Patricia	Uribe
John	Urrutia
Dianna	Urzua
Mariia	Ushakova
Kimberly	Usher
Tori	Ushirogata
Julie	Vad
Varsha	Vadaguru
Carolyn	Vaden
Sylvia	Valdez
Devet	Valecha

Brenda	Valencia
Gina	Valencia
Annette	Valencia
Melissa	Valentin
Tiffany	Valerie
Barbie	Valerio
Daniel	Valladares
Jennifer	Valladares
Michelle	Valladolid
Amie	Valle
Julie	Valles
Janice	Valletta
Rumi	Valor
Diana	Valverde
Virginia	Van Keuren
Sonpeth	Vangkham
Jorge	Varela Ramirez
Alejandro	Vargas
Angelena	Vargas
Nayely	Varo
Jonathan	Vasa
Priscilla	Vasquez
Rebecca	Vasquez
Paige	Vasseur
Preeti	Ved
Grace	Vega
Paulina	Velasco
Zabdi R.	Velasquez
Jenelle	Velazquez
Charity	Velazquez
Natalia	Velez
Catherine	Verma
Pooja	Vig
Christopher	Villaflor
Emily	Villalobos
Barbara	Villalobos
Simona	Villalobos
Kristina	Villar
Maria Christina	Villaro
Priscilla	Villarreal
Jose	Villegas
Julie	Villegas
Kristine	Viola

Paulina	Virgen
Tarita	Virtue
Wendy	Vitulano
Don'Nayah	Vivian
Lisa	Vizcarra
Liz	Voll
Cindy	Von Metzger
Binh	Vu
Jessica	Vu
Jimmy	Vu
Kathy	Vu
Linh	Vu
Lk	Vu
Austin	Vuong
Anna	Vuu
Sanam	Wadhvani
Patrick	Waechter
Taspia	Wahid
Virginia	Wai
Travis	Walck
Jamica	Walker
Tracy	Walker
Ariel	Wall
Kelly	Wallace
Melinda	Wallace
Joshua	Walters
Corine	Walworth
Jennifer	Wampler
Amy	Wang
Betty	Wang
Dennis	Wang
Diane	Wang
Jialing	Wang
Qing	Wang
Ting Ting	Wang
Xiaolei	Wang
Xiaoxiang	Wang
Yifei	Wang
Carla	Ward
Hiroimi	Ward
Marina	Ware
Fallon	Washington
Anastasia	Washmuth

Keith	Webb
Sanrise	Webb
Zerlina	Webb
Stephen	Webster
Natalie	Weeks
Viraji	Weerasena
Katherine	Weisenreder
Joanne	Weiss
Virginia	Weiss
Desiree	Welch
Jessica	Welch
Theresa	Welch
Heidi	Welker
Judy	Weltsch
Teresa	Wertz
Dzeralda	West
Gabriela	West
Gary	Westphal
Laura	Weyandt
Joshua	Wheelington
Donna	Wherler
Azhia	White
Breanna	White
Christopher	White
Jennifer	White
Zoey	White
Ryan	White
Walker	Wicks
Indika	Wijesekera
Chad	Wilcox
Adam	Williams
Ashley	Williams
Phillippa	Williams
Robin	Williams
Seash	Williams
Susannah	Williams
Charlotte	Williams
Daria	Williams
Donna	Williams
Gloria	Williams
Krystal	Williams
Latoia	Williams
Rashidah	Williams

Beverly	Williamson
Daija	Willis
Kendra	Willis
Todd	Willis
Caitlin	Willits Castillo
Cherell	Wilson
Dana	Wilson
Dina	Wilson
Monica	Wilson
Amira	Wilson
Veronica	Windham
Daniel	Winebarger
Kimberly	Winemiller
Mackenzie	Winner
Winnie	Winnie
Emma	Wirt
Michelle	Wirtz
Gioconda	Wishard
Michelle	Withrow
Urszula	Wojciechowska
Bunni	Wojnar
Adam	Wolf
Chandler	Wolf
Brandi	Wolfe
Traci	Wolff
Jennifer	Won
Jolene	Won
Acacia	Wong
Angela	Wong
Anthony	Wong
April	Wong
Bells	Wong
Donna	Wong
Jamie	Wong
Jason	Wong
Jessica	Wong
Katie	Wong
Laurna	Wong
Priscilla	Wong
Wendy	Wong
Carol	Wood
Claudia	Wood
Eliza	Wood

Renee	Wood
Wendy	Wood
Heidi	Woodard
Katrina	Woodcox
Krista	Woodley
Sophia	Woodmansee
Corlin	Woodward
Hilary	Woon
Tyson	Wrench
Princess	Wright
Florance	Wu
Jenny	Wu
Jennie	Wyatt
Jennifet	Wylam
Margaret	Wylie
April	Wyman
Candy	Xie
Curry	Xu
Hanning	Xu
Jimmy	Xu
Sherry	Xu
Sandra	Yaghoubian
Nastassia	Yalley
Taekyung	Yang
Jay	Yao
Amber	Yarbrough
Brittany	Yates-Kelly
Farshad	Yazdi
Melody Saberon	Ybarra
Annie	Ye
Barbara	Yeh
Nichole	Yen
Ma Feliz	Yenko
Audrey	Yeoh
Emin	Yeromian
Patrick	Yeung
Barbara	Yim
Jeff	Yin
Emily	Yiu
Lisa	Yiu
Angelica	Ynostroza
Soo	Yoo
Yeesul	Yoo



Sophiah	Yoon
Katherine	York-Nelson
Kira	Yoshikawa
Yehudah	Younessian
Dianita	Young
Lawna	Young
Alex	Yu
Jonathan	Yu
Joon	Yu
Yaocheng	Yu
Yin Stephanie	Yu
Cam	Yuen
Megumi	Yuhara
Sean	Yun
Sinae	Yun
Elizabeth	Yuson
Bianca	Zafiro
Dwaybe	Zahner
David	Zakarian
Karen	Zamora
Amanda	Zand
Eijae	Zanders
Araceli	Zapata
Brenda	Zaret
Marina	Zatarain
Ruzena	Zatko
Juanita	Zavaleta
Rachel	Zebro
Bella	Zegers
Rebecca	Zeitlin
Ebenezer	Zekarias
Jennifer	Zeledon
Armenak	Zenopyan
Michelle	Zerboni
Lillian	Zhang
Sherry	Zhang
Stella	Zhang
Xiang	Zhang
Yiyi	Zhang
Irene	Zhen
Willa	Zheng
Yuqi	Zheng
Ziwei	Zhu

Ahmad	Zia
Barbara	Zimmerman
Anna	Zivian
Alexandria	Zocevic
Romina	Zograbian
Caroline	Zurzolo

# **Exhibit 5**

November 13, 2023

**Via Overnight Courier**

L'Occitane  
Attn: Legal Department  
1430 Broadway  
Floor 2  
New York, New York 10018

**Re: Mass Arbitration Filings v. L'Occitane**

To Whom it May Concern:

Pursuant to the Terms & Conditions posted on L'Occitane's website, enclosed please find a Hard Drive containing individual arbitration demands submitted to the American Arbitration Association ("AAA") on November 10, 2023, pursuant to the AAA's Mass Arbitration Supplementary Rules. Each Claimant requests that Respondent L'Occitane pay all arbitration fees related to their individual claims directly to AAA.

Sincerely,



Y. Christopher Nagakawa  
Attorney | 310.765.1103 | christopher.nagakawa@zimmreed.com

cc. Adam Bowser, 1717 K Street NW, Washington DC 20006

# Exhibit 6

January 30, 2024

**Via Email Only**

Adam D. Bowser  
ArentFox Schiff LLP  
1717 K Street, NW  
Washington, DC 20006  
adam.bowser@afslaw.com

**Re: CIPA Claims Against L'Occitane**

Dear Mr. Bowser,

This letter requests that L'Occitane, Inc. immediately reimburse our firm \$12,625 for arbitration filing fees related to our clients' claims ("Claimants") that have been commenced against L'Occitane before the American Arbitration Association ("AAA") as required by the mandatory arbitration clause in L'Occitane's Terms. Our firm advanced the filing fees at issue to AAA on behalf of each Claimant for which we now seek reimbursement. We direct this letter to you as you have previously informed us that you represented L'Occitane in these matters and trust that you will forward to your client for payment.

On November 10, 2023, Zimmerman Reed filed 50 individual arbitration demands on behalf of our clients with the AAA against L'Occitane. Each demand claimed damages totaling less than \$10,000 per Claimant and alleged that L'Occitane violated the Calif. Invasion of Privacy Act, Pen. Code §631 et seq., and other laws, including UCL, CLRA, common law invasion of privacy, and intrusion upon seclusion, by using user behavior monitoring software supplied by and used under agreements with third-parties without prior consent.

On December 20, 2023, Zimmerman Reed filed an additional 51 individual arbitration demands on behalf of our clients against L'Occitane with the AAA asserting similar claims. Once again, each of the 51 arbitration demands claimed damages totaling less than \$10,000 per Claimant.

On January 24, 2024, the AAA sent a letter and invoice to Zimmerman Reed, as counsel for all 101 Claimants (collectively referred to as "Claimants"), requesting payment of a \$125 non-refundable filing fee for each of the 101 filed claims, totaling \$12,625. A copy of AAA's January 24, 2024, letter and invoice are included as Exhibit A. On January 26, 2024, Zimmerman Reed wired \$12,625 to AAA to satisfy the pending invoice on behalf of our clients. A copy of the email confirming payment is included as Exhibit B. A list of Claimants asserting claims against L'Occitane for which reimbursement of fees advanced is sought is attached as Exhibit C.

Pursuant to L'Occitane's Terms & Conditions (the "Terms") at the time each Claimants' claims were known and accrued, L'Occitane must reimburse Claimants for all filing fees paid to the AAA, separate from any AAA fees that remain the responsibility of L'Occitane. Specifically, the Arbitration Agreement section of the L'Occitane's Terms states:

January 30, 2024

Page 2

“Payment of all filing administration and arbitrator fees will be governed by the AAA applicable rules. L’Occitane will reimburse those fees for claims totaling less than \$10,000.”

Here, 101 Claimants represented by Zimmerman Reed LLP have commenced individual arbitrations against L’Occitane demanding less than \$10,000 per client and have paid the AAA filing fees of \$125 per Claimant, for a total of \$12,625. Pursuant to its’ Terms, L’Occitane must now immediately reimburse us, as Claimants’ counsel, for the filing fees advanced to AAA.

Within 14 days of the date of this letter, we demand that L’Occitane send payment of \$12,625, to Zimmerman Reed LLP at:

Zimmerman Reed LLP  
6420 Wilshire Blvd, Suite 1080  
Los Angeles, CA 90048

If payment is not received within 14 days, Claimants reserve the right to seek all available relief.

Sincerely,



Y. Christopher Nagakawa  
Attorney | 310.765.1103 | christopher.nagakawa@zimmreed.com

cc. Jason Johnson  
Hart Robinovitch

# **EXHIBIT A**



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

Neil Currie  
Vice President  
2355 Highway 36 W.  
Suite 400  
Roseville, MN 55113  
Telephone: (612)332-6545  
Fax: (612)342-2334

January 24, 2024

Y. Christopher Nagakawa, Esq.  
Zimmerman Reed  
6420 Wilshire Boulevard, Suite 1800  
Los Angeles, CA 90048  
Via Email to: christopher.nagakawa@zimmreed.com

Case Number: 01-23-0005-3917

Individual Claimants

-vs-

L'Occitane, Inc.

Dear Counsel:

This confirms the American Arbitration Association's ("AAA") receipt of 101 individual demands for arbitrations alleging claims against Respondent L'Occitane, Inc. A list of these cases is enclosed.

Upon review of the documents submitted in the above-referenced matters, the AAA has determined that these disputes will be administered in accordance with the AAA's [Mass Arbitration Supplementary Rules](#) in conjunction with the [Consumer Arbitration Rules](#). Unless the contracts submitted with these filings provide that the individuals pay less, a non-refundable filing fee in the amount of **\$125.00** per case is payable in full by the individual Claimant in each of the first 500 cases in a multiple case filing under this fee schedule. Claimants' portion of the initial filing fees for these 53 cases is **\$12,625.00** (or **\$125.00 per case**) as indicated on the attached spreadsheet. Accordingly, we request that Claimants submit payment in the total amount of **\$12,625.00** for their portion of filing fees on or before **February 23, 2024**.

Claimants' aggregate invoice is attached here. Please note that while the AAA accepts payment via check, we are also able to provide a secure AAA Paylink for Claimant counsel's convenient online payment via credit card immediately upon request. Please note a credit card surcharge will apply to payments remitted by credit card. Electronic payment instructions for direct wire transfers and/or ACH payments have also been enclosed for counsel's convenience.

If you have any questions, please email the undersigned and we will be happy to assist you.

Sincerely,

/s/

Victoria Chandler  
Director of ADR Operations  
Direct Dial: (612)278-5124  
Email: VictoriaChandler@adr.org  
Fax: (612)342-2334

cc: Caleb Marker, Esq.  
Hrag A. Alexanian, Esq.





AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

13727 Noel Road Suite 1025  
Dallas TX 75240

Statement Date	Amount Due
01/24/24	<b>\$12,625.00</b>
01-23-0005-3917	
Individuals v L'Occitane, Inc.	

## Invoice

Y. Christopher Nagakawa, Esq.  
Zimmerman Reed  
6420 Wilshire Boulevard,  
Suite 1800  
Los Angeles, CA 90048  
Via Email to: christopher.nagakawa@zimmreed.com

Date	Reference Number	Description	Balance	Due Date
1/24/2024	02 (01-23-0005-3917)	Claimant Filing Fee 101 cases \$12,625.00	<b>\$12,625.00</b>	<b>2/23/2024</b>

### Payment Options

#### Wire Transfer / ACH / EFT

As information transmitted by the bank is often truncated due to limited space, please email your reference information (01-23-0005-3917 Individuals v. L'Occitane, Inc.) with the date and amount of your wire, to ensure that your payment is credited promptly and correctly to [corpfinance@adr.org](mailto:corpfinance@adr.org) and [LMEEFinance@adr.org](mailto:LMEEFinance@adr.org).

**Name of Bank:** Wells Fargo Bank  
**Address:** 150 East 42<sup>nd</sup> Street, 24<sup>th</sup> FL., New York, NY 10017, USA  
**Account Name:** AAA/American Arbitration Association  
**Account Number:** 2000017952068  
**ABA/Transit Number:** 121000248

#### Reference:

**Swift Code/BIC:** WFBIUS6S

**Note:** Please take steps to ensure that your bank does in fact wire the entire amount to our account. From time to time, certain banks will keep a portion of the wire transfer for their own service fee, leaving a balance due to the AAA/ICDR.

#### Paying by Check

Checks should be made payable to the American Arbitration Association and include the reference number noted above. Please return this page with your payment to:

**American Arbitration Association**  
**Attn: Finance Director**  
**13727 Noel Road**  
**Suite 1025**  
**Dallas, TX 75240**

**Corporate Address and Tax ID:** American Arbitration Association, 120 Broadway, 21<sup>st</sup> Floor, New York, NY 10271, EIN # 13-0429745

# **EXHIBIT B**

**Subject:** Wire Transfer  
**Date:** Friday, January 26, 2024 at 11:16:26 AM Pacific Standard Time  
**From:** Brendan Ringdal  
**To:** corpfinance@adr.org, LMEEFinance@adr.org  
**Attachments:** image001.png

Hello – the purpose of this email is to confirm a wire payment was sent to you from Zimmerman Reed LLP on January 26, 2024 for the reference snipped below.

Date	Reference Number	Description	Balance
1/24/2024	02 (01-23-0005-3917)	Claimant Filing Fee 101 cases \$12,625.00	\$12,625.00

### Payment Options

#### Wire Transfer / ACH / EFT

As information transmitted by the bank is often truncated due to limited space, please email your reference i 3917 Individuals v. L'Occitane, Inc.) with the date and amount of your wire, to ensure that your payment is correctly to [corpfinance@adr.org](mailto:corpfinance@adr.org) and [LMEEFinance@adr.org](mailto:LMEEFinance@adr.org).

Thank you,

# **EXHIBIT C**

Claimant First Name	Claimant Last Name
Isabel	Aguila
Thomas	Anderson
Kelly	Angel
Alice	Audibert
Megan	Avila
Tara	Barry
Alicia	Blaine
Dorothy	Blunt
Spenser	Bradley
Karen	Castillo
Vicelia	Castro
Natalie	Caudillo
Amy	Cetina
Gloria	Chaidez
Steven	Collins
Daniele	Compatangelo
Claudia	Dacak
Mary Grace	Dar
Pamela	Deans
Maria	Deleon
Svetlana	Dolinsky
Anastasiia	El Bariki
Jennifer	Endres
Veronica	Eshelby
William	Estrada
Angie	Fotiades
Claire	Freeman
Francisco	Gallegos
Dhaman	Gill
Ezra	Gonzalez
Rachelle	Gordon
Pia	Hagan
Susan	Hahn
Lucy	Hakverdian
LaDiamond	Harvey
Christina	Hernandez
Lucas	Huerta
Kristina	Iversen
Veronica	Jensen
Julianne	Johnson
Beatriz	Juarez
Christine	Kenton
Roman	Koidl
Patricia	Laas
Catherine	Lee
Deseree	Lhoir

Steve	Lim
Vivienne	Lim
Tawnya	Little
Charlyn	Lu
Karri	Lunsford
Amy	Luu
Laura	Macauley
Sharon	Manier
Cherry	Mao
Sera	Marlowe
Lacy	Mason
Karen	McAllister
Caitlin	Mcdaniel
Antoinette	Messina
Enric	Morera
Shannon	Morgan
Yvonne	Mychal
Mesbah	Naeimyan
Michelle	Newman
Timmy	Nguyen
Jung	Park
Marcia	Pendleton
Natasha	Pereira
June	Poyourow
Salvador	Ramirez
Jennifer	Redding
John	Ringler
Velvet	Roberts
Stephanie	Rodriguez
Isabelle	Rogers
ROZ	Saedi
Fardin	Sarraaf
Victoria	Schizas
Vishal	Shah
Juli	Shamash
Ashlee	Smith
Noeleen	Spies
Daina	Summerfield
Pearl	Tabot
David	Takeda
Ida	Teal
Mady	Tep Vernon
Terry	Toler
Vanessa	Tran
Elena	Tveretinov
Alejandro	Vargas
Christopher	Villaflor

Kathy	Vu
Dennis	Wang
Xiaoxiang	Wang
Santrise	Webb
Ashley	Williams
Robin	Williams
Sandra	Yaghoubian
Megumi	Yuhara

# **Exhibit 7**





AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

Neil Currie  
Vice President  
2355 Highway 36 W.  
Suite 400  
Roseville, MN 55113  
Telephone: (612)332-6545  
Fax: (612)342-2334

February 2, 2024

Y. Christopher Nagakawa, Esq.  
Zimmerman Reed  
6420 Wilshire Boulevard  
Suite 1800  
Los Angeles, CA 90048  
Via Email to: christopher.nagakawa@zimmreed.com

Adam Bowser, Esq.  
ArentFox Schiff, LLP  
1717 K Street NW  
Washington, DC 20006-5344  
Via Email to: adam.bowser@afslaw.com

Case Number: 01-23-0005-3917

Individual Claimants

-vs-

L'Occitane, Inc.

Dear Parties:

The American Arbitration Association (AAA) acknowledges receipt of 101 individual consumer demands for arbitration filed against L'Occitane, Inc. The consumers have now met the administrative filing requirements on each of the 101 cases filed. A list of these cases is enclosed.

The AAA has determined that the Mass Arbitration Supplementary Rules (Supplementary Rules), as effective August 1, 2023, will apply to these cases in conjunction with the [Consumer Arbitration Rules](#). A copy of the Supplementary Rules is attached for your convenience.

At this time, L'Occitane, Inc. is now responsible for payment of the Initiation Fee totaling **\$32,825.00**. Payment from the business is due upon receipt. As one or more of these arbitrations is subject to California Code of Civil Procedure sections 1281.97 and 1281.98, payment from the business must be paid by 30 days from the date of this letter or the AAA may close these cases. In accordance with California Code of Civil Procedure section 12(a), please note that since this date falls on a weekend or holiday, payment must be paid by **March 4, 2024**. Pursuant to California Code of Civil Procedure section 1281.98; the AAA cannot grant any extensions to the payment deadline.

Payment can be made by credit card, eCheck, wire, or check. If paying by check, please send payment via a trackable delivery service. Please see payment instructions on the attached invoice.

If the deposit remains unpaid after **March 4, 2024**, the AAA may close the case per the Consumer Arbitration Rules and applicable California statute. According to R-1(d) of the Consumer Arbitration Rules, should the AAA

decline to administer this arbitration, either party may choose to submit its dispute to the appropriate court for resolution.

If you have any questions, please feel free to contact me.

Sincerely,

/s/

Victoria Chandler

Director of ADR Operations

Direct Dial: (612)278-5124

Email: VictoriaChandler@adr.org

Fax: (612)342-2334

cc: Caleb Marker, Esq.  
Hrag A. Alexanian, Esq.

# **Exhibit 8**



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

Neil Currie  
Vice President  
2355 Highway 36 W.  
Suite 400  
Roseville, MN 55113  
Telephone: (612)332-6545  
Fax: (612)342-2334

February 5, 2024

Y. Christopher Nagakawa, Esq.  
Zimmerman Reed  
6420 Wilshire Boulevard  
Suite 1800  
Los Angeles, CA 90048  
Via Email to: christopher.nagakawa@zimmreed.com

Adam Bowser, Esq.  
ArentFox Schiff, LLP  
1717 K Street NW  
Washington, DC 20006-5344  
Via Email to: adam.bowser@afslaw.com

Case Number: 01-23-0005-3917

Individual Claimants

-vs-

L'Occitane, Inc.

Dear Parties:

The American Arbitration Association (AAA) acknowledges receipt of 101 individual consumer demands for arbitration filed against L'Occitane, Inc. ("L'Occitane") confirmed January 24, 2024 and administered in accordance with the AAA's Mass Arbitration Supplementary Rules and Fee Schedule *Effective August 1, 2023* in conjunction with the Consumer Arbitration Rules.

The AAA also acknowledges receipt of 1,980 individual consumer demands for arbitration filed against L'Occitane received January 31, 2024. Although these filings will be grouped together as part of the same mass arbitration filing, and unless the parties agree otherwise, the AAA will administer this second filing in accordance with the AAA's Mass Arbitration Supplementary Rules and Fee Schedule *Effective January 15, 2024* in conjunction with the Consumer Arbitration Rules.

Since Claimant has met the threshold payment for the initiation fee with its January 31, 2024 payment, and once the AAA receives Respondent's filing fees for the initial 101 cases, we will proceed to schedule an administrative call with the parties to discuss any administrative concerns or issues that need to be determined by a process arbitrator, global mediation and procedural efficiencies.

The parties are to meet and confer prior to the administrative call to discuss global mediation and procedural efficiencies and prepare a list of issues to be decided by a process arbitrator. Please specify those issues agreed upon by the parties and any issues not agreed upon should indicate which party is making the request.

Sincerely,

/s/

Victoria Chandler  
Director of ADR Operations  
Direct Dial: (612)278-5124  
Email: VictoriaChandler@adr.org  
Fax: (612)342-2334

cc: Caleb Marker, Esq.  
Hrag A. Alexanian, Esq.