

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington D.C. 20554**

In the Matter of)	
)	
Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991)	CG Docket No. 02-278
)	
Advanced Methods to Target and Eliminate Unlawful Robocalls)	CG Docket No. 17-97
)	
Call Authentication Trust Anchor)	WG Docket No. 17-97
)	
Dismissal of Outdated or Otherwise Moot Robocalls Petitions)	CG Docket No. 25-307
)	

REPLY COMMENTS OF R.E.A.C.H.

Responsible Enterprises Against Consumer Harassment, Mutual Benefit Corporation (R.E.A.C.H.), on behalf of its direct-to-consumer marketing, lead generation, and performance marketing members, thanks the Commission for the opportunity to further comment on the important issue of TCPA Reform¹. After a careful review of comments submitted, and for the reasons set forth below, R.E.A.C.H. urges the Commission to:

1. Eliminate the “nuclear revocation” rule and instead adopt a more nuanced, message-specific revocation framework that allows callers to assist consumers in clarifying their opt-out preferences;
2. Permit callers to designate an exclusive means of revocation and reject NCLC’s “Nuclear Opt Out” Proposal;

¹ Ninth Further Notice of Proposed Rulemaking in CG Docket No. 17-59; Seventh Further Notice of Proposed Rulemaking in WC Docket No. 17-97; Further Notice of Proposed Rulemaking in CG Docket No. 02-278; (“9th FNPRM”); Public Notice in CG Docket No. 17-59; WC Docket No. 17-97; CG Docket No. 02-278 (rel. Dec 8, 2025) (“Notice”).

3. Clarify that a revocation must be processed within 10 days and there is no liability for messages sent while a request is being processed;
4. Clarify a business may designate one or more reasonable methods for consumers to revoke consent;
5. Establish a minimum criteria that voice service providers must follow before allowing a caller onto their networks, and require providers to use a third-party verification process to confirm that callers are who they claim to be;
6. Mandate Know Your Customer (KYC) rules for voice service providers and adopt a safe-harbor framework that supports legitimate, standards-based caller-identity and verification while ensuring providers remain accountable for unlawful or discriminatory blocking; and
7. Allow cross-border authentication efforts to mature prior to imposing requirements on foreign-originated calls, and issue an NPRM to address these complexities.

I. Eliminate “Nuclear Revocation.”

We thank the Commission for delaying the effective date of the “Nuclear Revocation” to January 31, 2027, a recognition that however well-intended, implementation of such a rule is problematic. Commenters appear to universally agree that a more nuanced approach is required. As stated by the NCLC², *“When a consumer has consented to receive messages for several different purposes () and then responds to one type of message by revoking consent, it will often be unclear both to the consumer and to the caller whether that revocation is intended to apply to only one type or all types of messages.”* Moreover, as acknowledge by the NCLC and others, *“The*

² Comments of the Comments of National Consumer Law Center (“NCLC Comments”), at 13.

current version of the rule, requiring and back-and-forth between the consumer and the caller to resolve this ambiguity, is complicated for callers³.”

“(A) presumption against universal revocation better reflects most customers’ intentions, reduces customer confusion, and helps to avoid unintended adverse consequences⁴.” In that spirit, we agree that *“the Commission should allow callers to construe a revocation as applying to only the type of message that prompted the revocation⁵,”* (at a “code level” as phrased by Vibes Media⁶), and permit callers to assist customers with their opt-out processes, without fear of liability for communications initiated in that support or clarification of a revocation request, such as directing consumer to a phone number, email address, or website portal where their preferences can be verified⁷.

II. R.E.A.C.H. Agrees With NCLC’s Plan to Permit Callers to Designate an Exclusive Means of Revocation But It Urges the Commission to Reject NCLC’s “Nuclear Opt Out” Proposal.”

R.E.A.C.H. was pleased to see NCLC agree that callers should be permitted “a carefully circumscribed ability to mandate that the consumer use a particular method to revoke consent in certain circumstances.” NCLC Comments, at 12. R.E.A.C.H agrees that “incentivizing callers to make simple, automated, easily understood methods available” will empower consumer preference. *Id.*

³ *Id*

⁴ Comments of the Retail Industry Leaders Association (“RILA Comments”) at 5.

⁵ NCLC Comments at 14.

⁶ Comments of Vibes Media, LLC (“Vibes Media Comments”) at 12.

⁷ Comments of American Electric Power Company, Inc. (“AEP”), Virginia Electric and Power Company d/b/a Dominion Energy Virginia and d/b/a Dominion Energy North Carolina (“DEV”), Dominion Energy South Carolina, Inc. (“DESC”), and Xcel Energy Services Inc. (“Xcel Energy”) (“Electric Utilities Comments”) at 8.

NCLC proposes the Commission permit callers to provide “an easy, automated method of revocation by clearly and conspicuously disclosing it in the call or message itself” in which case “that method may constitute the exclusive means of revocation.” NCLC Comments, at 13. R.E.A.C.H. agrees.

On the other hand R.E.A.C.H. disagrees with NCLC’s proposal on dealing with the “nuclear” opt out rule. While the NCLC concedes—as it must—the “nuclear opt out” rule is bad for consumers its proposal for clarifying consumer intent in the context of revocation imposes excess burden on businesses. Specifically, the NCLC urges “[t]he Commission should allow callers to construe a revocation as applying to only the type of message that prompted the revocation--*but only if the call or message clearly and conspicuously discloses that the revocation will apply just to that type of message, and provides an automated method to revoke consent for all types of messages for which consent is required.*” NCLC Comments, at 14. Requiring a lengthy disclosure of the impact of a “stop” request is needless and burdensome on callers and consumers alike. Consumers already expect a “stop” to apply to the type of message they are requesting end via their response—they do not need to have this spelled out for them with excessive length in an SMS message.

Similarly the requirement that a business supply a secondary opt-out option that would apply to all consented messages is cumbersome and is simply manufactured out of whole cloth. It would impose a tremendous burden on callers to have to supply and inform consumers of a “nuclear opt out” option on every message. There is no basis for such a requirement in the TCPA or any of its legislative history and it undoubtedly runs afoul of callers’ First Amendment rights to speak without undue burden. *See* U.S. Const. amend. I. (“Congress shall make no law...abridging the freedom of speech”); *see also Connection Distrib. Co. v. Reno*, 154 F.3d 281, 290 (6th Cir.

1998) (“even in the pursuit of the most worthy of goals, the government may not unduly burden free speech.”). Stated simply this is a bad idea that comes out of left field. It should be rejected by the Commission.

III. Disarm Opt-Out Evaders.

As highlighted in our comments⁸, the risks of Opt-Out Evader litigation is not a hypothetical – it is an active threat. With over 100 cases filed, 95 of which make no mention of the alleged “Stop Instruction” used, the Commission’s rule has allowed law-abiding companies to be exploited by enterprising plaintiffs and their law firms. R.E.A.C.H. previously provided data on the flood of litigation from a single south-Florida law firm in its comments⁹. Others have joined the fray. One of the more recent cases filed is *Surin v. Cross Country Healthcare*, No. 1:26-cv-20594 (S.D. Fla. January 29, 2026), where again, Plaintiff conspicuously avoids use of any of the “*per se reasonable means*”¹⁰ specified by the Commission.

⁸ Comments of R.E.A.C.H. at 6-11. <https://www.fcc.gov/ecfs/search/search-filings/filing/101052537502683>

⁹ *Id.* Additionally, to emphasize the pervasive nature of these frivolous claims, R.E.A.C.H. has updated its case listing in the Appendix.

¹⁰ “stop,” “quit,” “end,” “revoke,” “opt out,” “cancel,” or “unsubscribe,” as defined at 47 CFR §64.1200(a)(10).

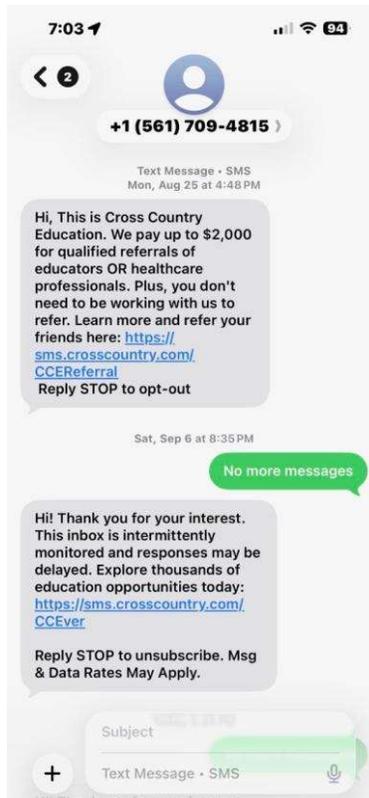


Image 1: Screenshot From Recent “Opt-Out Evader” Complaint.

At least in this case, plaintiff actually included the “Stop Instruction.” Cases filed by other firms blatantly avoid the alleged “Stop Instruction,” which are only revealed when defendants chose to engage in costly litigation to fight these frivolous claims. For example, in a motion to dismiss in a recent case, it was revealed plaintiff replied to a text: “Don’t text me anymore.” Despite an immediate response from defendant that: “We don’t understand that. Text HELP for support or STOP to unsubscribe from marketing messages,” plaintiff never texted “STOP¹¹.”

¹¹ *Juarez v. Allbirds*, No. 2:25-cv-11111 (C.D. Cal. January 28, 2026). “*Mr. Juarez carefully avoided any of the magic words that are deemed ‘per se to revoke consent’ under C.F.R. § 64.1200(a)(10)*”

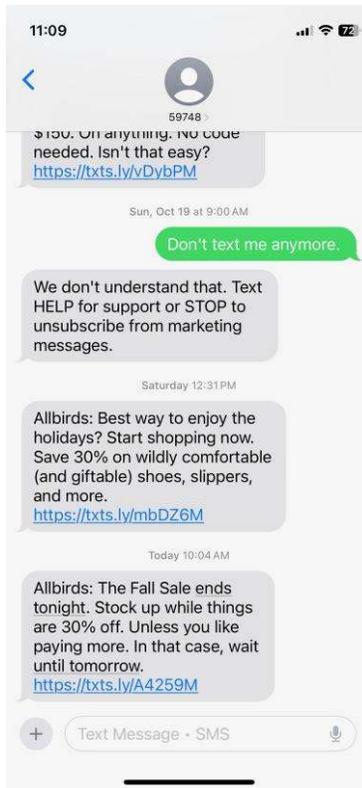
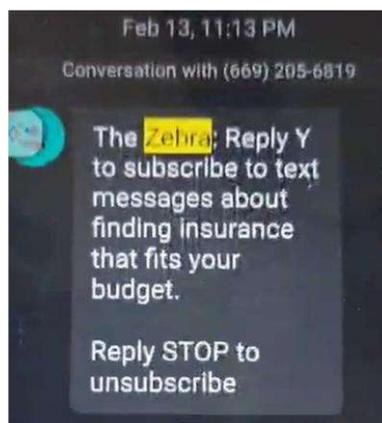


Image 2: “Stop Instruction” Revealed In Motion to Dismiss.

One plaintiff purposefully added quotation marks around the word “STOP,” most likely in the hopes automated processing would treat the “STOP” as a string literal, or code to be ignored, so that texts would continue and lawsuits could be filed¹².



¹² *Esquivel v. Insurance Zebra*, No. 3:25-cv-01282 (S.D. Cal. May 5, 2025) and *Esquivel v. Snap*, No. 3:25-cv-01157 (S.D. Cal. May 7, 2025).

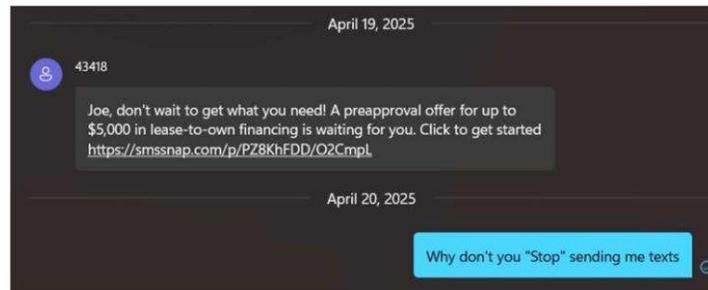
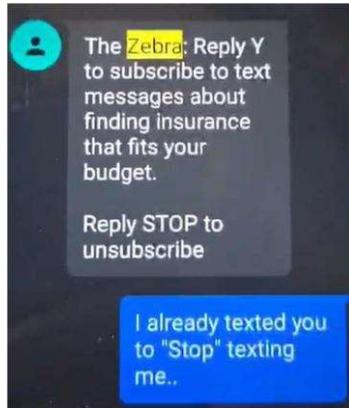
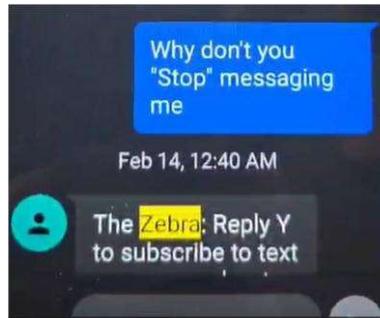


Image 3-6: Obfuscated “Stop” Replies Designed To Avoid Detection.

These, and many other examples show, that as mentioned by the EIA, *“The ambiguity of the ‘reasonable means’ rule is the oxygen that fuels this litigation fire ... (by) introduc(ing) a subjective standard (‘reasonable’) into a strict liability statute¹³.”*

Obfuscated messages like the “no more messages” above *“require manual human review to ensure accurate interpretation and cross-system synchronization¹⁴”, or “forces companies to*

¹³ Comments of the Ecommerce Innovation Alliance (“EIA Comments”) at 14, 3.

¹⁴ Comments of the Receivables Management Association International (“RMAI Comments”) at 2.

adopt prohibitively expensive technology or resort to manual review of thousands of inbound messages¹⁵.” Simply put, they serve only to “delay the pace at which consumers’ preferences can be honored¹⁶.” Moreover, “implementing opt-out requests across different business lines, systems, and vendors is resource-intensive and significantly increases the risk of error, despite businesses’ best efforts at compliance¹⁷.”

Comments like these highlight another issue with the Commissions rule – that a revocation “*must be honored **within a reasonable time** not to exceed ten business days¹⁸.”*(emphasis added). This is yet another ambiguity being exploited by plaintiffs’ bar. Our analysis reveals that in the Opt-Out Evader litigation we are tracking, nearly 60% of cases allege a text was sent less than 10 calendar days after an alleged “Stop Instruction” was sent.

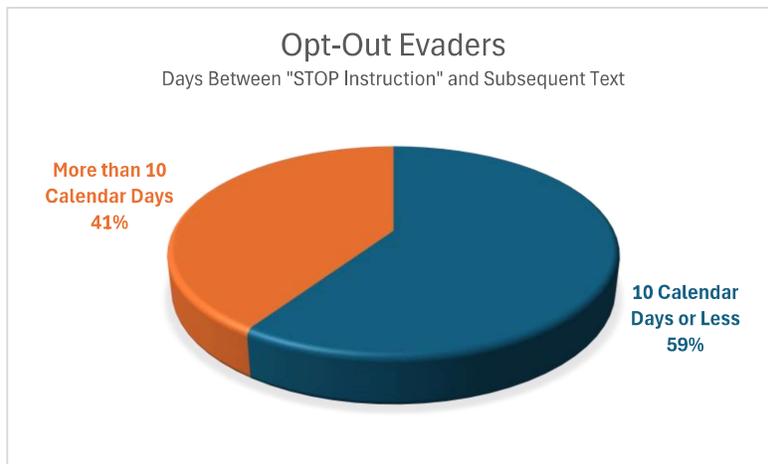


Image 7: Days Between “Stop Instruction” and Subsequent Text

Given that manual processing is likely required to identify these unknown “Stop Instructions,” it should be expected that the requests will take several days to process. But the

¹⁵ EIA Comments at 15.

¹⁶ Electric Utilities Comments at 6.

¹⁷ Vibes Media Comments at 13.

¹⁸ 47 CFR §64.1200(a)(10).

ambiguity in the “reasonable time” language creates yet another loophole exploited by plaintiffs. In fact, of the cases we reviewed, over 10% alleged a subsequent text was sent on the same day as the alleged “Stop Instruction.”

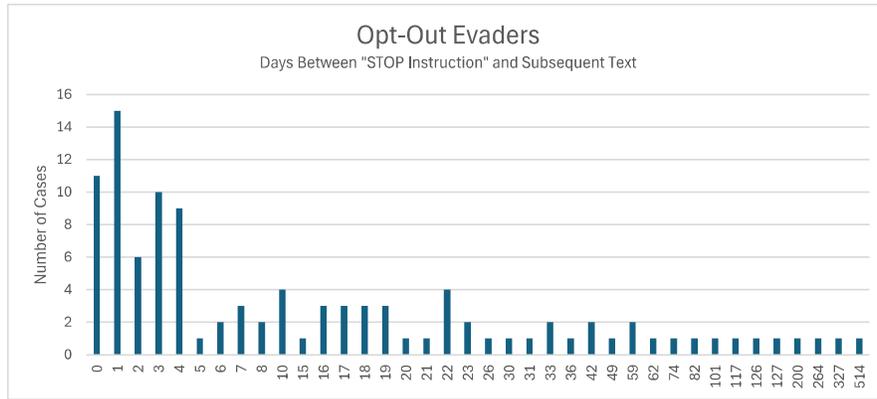


Image 8: Days Between "STOP Instruction" and Subsequent Text”

Therefore, we respectfully ask the commission that as it considers revision to its revocation rule, it clarify that a revocation must be processed within 10 days, and there is no liability for messages sent while that request is being processed, as proposed in the ABA Joint Trades Comments, at 37, and EIA Comments, at 20.

IV. Permit a Business to Designate One or More Reasonable Methods for Consumers to Revoke Consent.

The vast majority of commenters are in agreement that, in the interest of clarity, efficiency, and effectiveness, it is perfectly acceptable for a business to specify how a consumer can revoke consent. Allowing consumers to choose how to revoke consent has put an unfair burden on businesses, who despite best efforts, are unable to interpret unclear, or purposefully obfuscated, requests. This benefits neither consumers nor businesses.

We agree with the NCLC that *“allowing callers a carefully circumscribed ability to mandate that the consumer use a particular method to revoke consent in certain circumstances could promote that goal, by incentivizing callers to make simple, automated, easily understood*

*methods available and making it easier for consumers to revoke consent*¹⁹.” We Further agree with the ACA that specifying the revocation methods that a caller must make available to an individual, and that an individual must use, benefits all parties²⁰. Limiting these methods to (i) the “per se reasonable” terms²¹, (ii) an automated, interactive voice or key press activated opt-out mechanism on a prerecorded/artificial voice call, and (iii) a website, email address, or telephone number provided by the caller to process opt-out requests, are easily understood and will make it easier for both consumers to revoke consent, and callers to process those requests.

Finally, as pointed out by the EIA (and identified above), the rule should also make clear that where an individual declines to use the reasonable methods provided by a business, those individuals “*may not seek recovery under the TCPA unless consent is revoked in accordance with the designated manner and messages continue after the ten day period to honor revocations as elapsed. This creates a predictable environment for both parties*²².”

V. Establish a Standardized Framework for Branded Calling.

As stated by the NYSPSC, “*Providing clear and reliable caller identification information will help consumers make informed decisions about whether to answer incoming calls and mitigate attempts at frauds or scams.*²³” However, reliable caller information starts with originating providers. Solutions like RCD “*will be successful only if originating providers carefully verify the caller. Otherwise, bad actors will take advantage of RCD to impersonate legitimate companies by displaying their names, logos, or websites*²⁴.” At a minimum, the Commission should define

¹⁹ NCLC Comments at 12.

²⁰ Comments of ACA International, Inc. (“ACA Comments”) at 22.

²¹ Supra. Note 13.

²² EIA Comments at 18.

²³ Comments of the New York Public Service Commission (“NYSPSC Comments”) at 2.

²⁴ ABA Joint Trades Comments at 6.

minimum criteria a voice service provider must follow before permitting a caller onto that provider's network²⁵. We also agree with ACA's suggestion that the Commission require providers to use a *"third-party verification process that ensures that the caller is who it claims to be"*²⁶.

We further agree with the CCC that current call branding lack rigorous authentication²⁷, and as pointed out by the ACA, the proliferation of proprietary call branding solutions can exacerbate the problem, *"as there is no assurance that proprietary solutions are sufficiently secure or are fully interoperable with RCD standards, or other international standards"*²⁸.

Finally, as stated by the NCLC, *"requiring additional information to be included in caller-ID is insufficient to protect subscribers from dangerous calls"*²⁹. *"The most critical component of a caller identity information framework lies in the verification of the information"*³⁰. Therefore, for any call branding to be useful, providers must implement effective Know Your Customer (KYC) programs.

VI. Mandate Know Your Customer (KYC) Rules That Enable Blocking of Calls Made by Bad Actors and Prohibit Blocking of Calls Based Solely on Speech.

As stated previously³¹, It is critical to hold blocking providers to a standard of neutrality and non-discrimination. The key to this is the vetting of callers based on their conduct, and NOT

²⁵ We agree with the ABA that *"a more robust "Know Your Customer" requirement could require voice service providers to confirm that the business is bonded, has a legitimate physical address (i.e., one that does not raise red flags such as being shared with dozens of other entities), offers a real product or service; and that the person operating the business has not previously been charged with violating telemarketing laws."* ABA Joint Trades Comments at 23.

²⁶ ACA Comments at i.

²⁷ Comments of Contact Center Compliance ("CCC Comments") at 2.

²⁸ AC Comments at 14.

²⁹ NCLC Comments at 4.

³⁰ ACA Comments at 2.

³¹ REACH and other groups have previously commented on this issue of (illegal) blocking of legitimate, consented communications. See our Comments and Reply Comments at:

(continued...)

on (constitutionally protected) content of a call. Carrier and intermediate codes of conduct still explicitly disallow communications based solely on the speaker, even if the speaker has received consent from the recipient and otherwise complies with TCPA and wireless best practices³². “*This arbitrary exclusion prevents consumers from receiving critical, time-sensitive information needed to manage their (personal) affairs*”³³.”

We agree with VoIP.ms that “(t)he Commission should establish baseline, technology-neutral KYC expectations for voice service providers³⁴.” We would support a safe harbor framework³⁵, PROVIDED the “*safe harbor framework ensures that enforcement is focused on true bad actors*”³⁶, and does not protect providers that block based on speech.

To support legitimate blocking through KYC, the Commission should provide a caller identity information framework³⁷ that is:

- based on open standards;

-
- REACH Comments on Text Blocking Order
 - <https://www.fcc.gov/ecfs/search/search-filings/filing/102271147020746>
 - REACH Reply Comments on Text Blocking Order
 - <https://www.fcc.gov/ecfs/search/search-filings/filing/1031225396587>

³² For example, see 10DLC Forbidden Content (<https://www.10dlc.org/en/shaft>), Twilio Forbidden Message Categories (<https://support.twilio.com/hc/en-us/articles/360045004974-Forbidden-Message-Categories-in-the-US-and-Canada-Short-Code-Toll-Free-and-Long-Code>), the T-Mobile Code of Conduct (<https://www.t-mobile.com/support/public-files/attachments/T-Mobile%20Code%20of%20Conduct.pdf>), and the AT&T Code of Conduct (https://www.10dlc.org/att_code_of_conduct_062020.pdf). These documents demonstrate that entities knowingly and willfully illegally block messages related to valid, legal businesses, unilaterally and without justification, with no recourse to challenge the prohibitions. As such, these represent content-based restrictions violative of the First Amendment to the U.S. Constitution. Copies of each the above documents are provided in the appendix.

³³ RMAI Comments at 5.

³⁴ Reply Comments of 9171-5573 Québec Inc. DBA VoIP.ms (“VoIP.ms Comments”) at 7.

³⁵ Comments of Twilio Inc. and Twilio US Technology Inc. (“Twilio Comments”) at 6-7.

³⁶ *Id.*

³⁷ We wholeheartedly agree with the ACA proposal for a vetting framework and summarize here. See ACA Comments at 3.

- uniformly applied;
- non-discriminatory (prohibits suppression of disfavored, but verified caller identity information);
- affordable (not allowed to be monetized³⁸);
- interoperable with international standards; and
- subject to Commission oversight.

The Commission should further clarify that:

- blocking legal, consented communications is a violation of law; and
- providers can be held vicariously liable for illegal blocking.

VII. R.E.A.C.H. Agrees with Commenters Urging a Cautious Approach to Flagging Foreign-Originated Calls.

REACH agrees with CTIA that “[t]he FCC should allow ongoing industry cross-border authentication efforts to further develop before implementing requirements for foreign-originated calls.” Comments of CTIA, at 15. The record reflects a hodgepodge of potential services and suggestions that *might* allow cross-border authentication efforts to proceed effectively but none that are even remotely tested at scale, much less authoritatively accurate.

While the NCLC³⁹ calls for “know your customer” requirements, that does not answer the question of identifying which calls *actually do* come from offshore sources. And it does not explain what technological protocols must be followed in passing on notification of offshore origination to intermediary carriers or handsets.

³⁸ R.E.A.C.H. has observed that a major roadblock to adoption of the Reassigned Number Database (“RND”) is the costs associated with a subscription – despite the recent reduction in rates.

³⁹ Comments of National Consumer Law Center (“NCLC”), at 5.

As CTIA correctly states: “Today, it is not technically feasible for TSPs to reliably determine whether a call originated from outside of the U.S., even for calls that are end-to-end STIR/SHAKEN...” CTIA Comments, at 16. US Telecom also correctly suggests: “the Commission should proceed cautiously when considering proposals related to foreign-originated calls, and should... ensure that any foreign origination information is accurate and reliable before considering its inclusion in reasonable analytics.” Comments of USTelecom, at 9⁴⁰.

R.E.A.C.H. agrees with these common sense observations. The Commission has wisely taken the first-step toward a framework that identifies offshore origination for consumer empowerment. But further work is needed to determine: i) what qualifies as foreign-originated; ii) how can *those* calls be identified comprehensively; iii) once identified, how can their source be tracked in real time with the call/data transmission; and iv) what should the result on the handset be? A further NPRM addressing these issues is appropriate.

VIII. Conclusion.

For the reasons described above, R.E.A.C.H. respectfully urges the Commission:

1. Replace the “nuclear revocation” rule with a more nuanced, message-specific revocation framework that allows callers to assist consumers in clarifying their opt-out preferences;
2. Allow callers to designate an exclusive means of revocation and decline NCLC’s “Nuclear Opt Out” Proposal;
3. Clarify that revocation requests must be processed within 10 days and that callers are not liable for messages transmitted during the processing period;

⁴⁰ The Comments of Transaction Network Services, Inc. (“TNS”), and ZipDX LLC (“ZipDX”) align with the position advanced by USTelecom.

4. Clarify that a business may identify one or more reasonable mechanisms for consumers to revoke consent;
5. Establish a minimum criteria for voice service providers to follow before permitting a caller onto their networks, and require providers to use a third-party verification process to confirm that callers are who they claim to be;
6. Mandate Know Your Customer (KYC) rules for voice service providers and adopt a safe-harbor framework that supports legitimate, standards-based caller-identity and verification while ensuring providers remain accountable for unlawful or discriminatory blocking; and
7. Provide time for cross-border authentication efforts to advance before imposing requirements on foreign-originated calls, and issue an NPRM to address this matter.

Respectfully submitted,

R.E.A.C.H

By: _____

Dated: February 3, 2026

APPENDIX A

NOTE: THIS SECTION HAS NOT YET BEEN UPDATED

Opt-Out Evader Lawsuits⁴¹

The data here is provided as an example of the rapid-fire, copy-paste “Opt-Out Evader” complaints. After a thorough review of each filing, the result of our analysis is presented here. As a reminder, all cases reviewed were filed by a single law firm based in south Florida

Cases Filed: the number of cases filed have been increasing exponentially, with multiple cases filed per day:

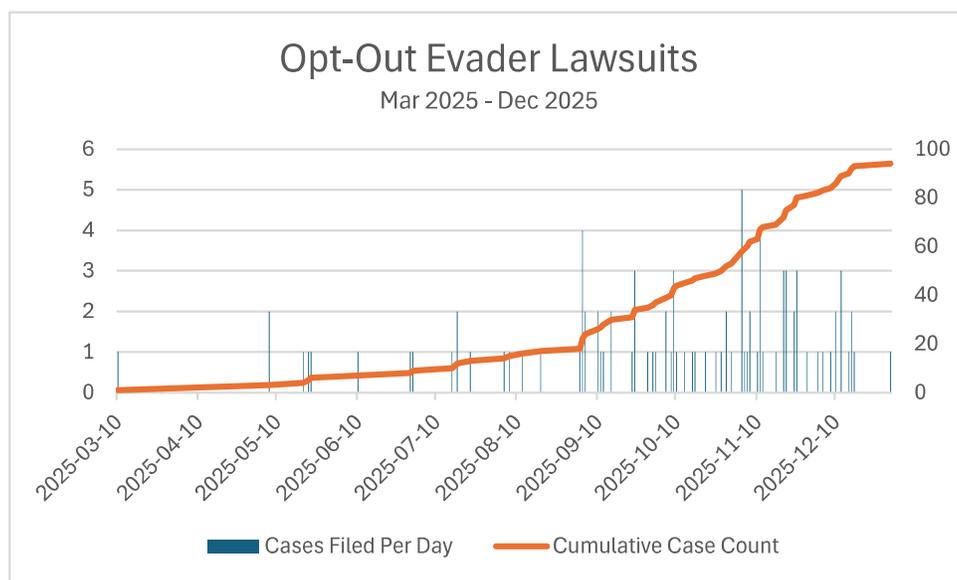


Figure 1
Known “Opt-Out Evader” Cases Filed
Through December 31, 2025

As of December 31, 2025, we saw ninety-four cases filed.

Repeat Plaintiffs: sixteen individuals are named plaintiff in two or more cases, accounting for over half of the cases filed (53 of 94 cases):

⁴¹ Observed “Opt-Out Evader” lawsuits filed by a single, south-Florida law firm. Note that while initial suits did include screenshots of the terms used to revoke consent, the vast majority only refer to a generic “stop instruction” with no reference to what terms were actually used.

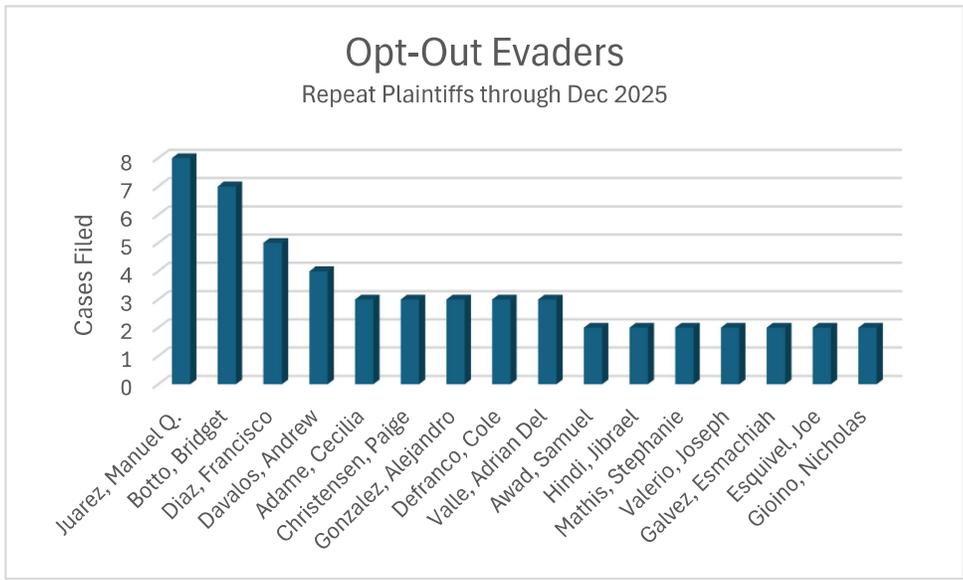


Figure 2
Repeat “Opt-Out Evaders”
Through December 31, 2025

Note that some of the firm’s attorneys are joining in on the fun as well.

Stop Instructions: In July, the firm stopped adding opt-out screenshots to some of the complaints that it filed. This appeared to be in response to criticism for using esoteric terms that appeared to be designed to avoid detection.

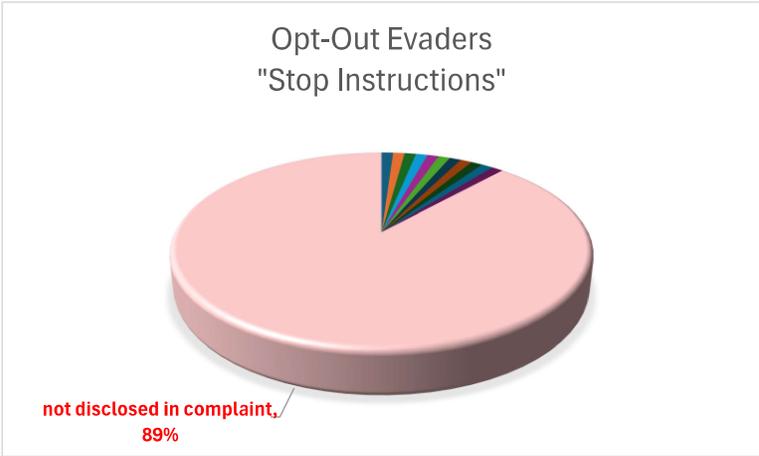


Figure 3
“Stop Instructions”
Through December 31, 2025

Specific terms that were mentioned include:

- cease and desist

- Do not send me anymore messages!!!!
- exit
- I do not wish to be contacted
- please don't contact me again
- Please do not write me again
- remove
- Why don't you "Stop" messaging me
- I already texted you to "Stop" texting me..
- Why don't you "Stop" sending me texts

Any case that used “stop,” “quit,” “end,” “revoke,” “opt out,” “cancel,” or “unsubscribe” were not included in our analysis. However, we did include cases where the response included the word “ "Stop" ” in quotation marks, as we believe this was an attempt to prevent systems from recognizing/parsing the actual word “Stop.”

Outcomes: To date, just over 30% of the cases filed have apparently settled, despite only being on the docket for a matter of weeks. This provides confirmation that the goal is not consumer protection, but to force law-abiding companies to pay substantial settlements to end cases with no legal merit rather than pay substantially more to their lawyers to litigate the case without a realistic probability of recouping those costs.

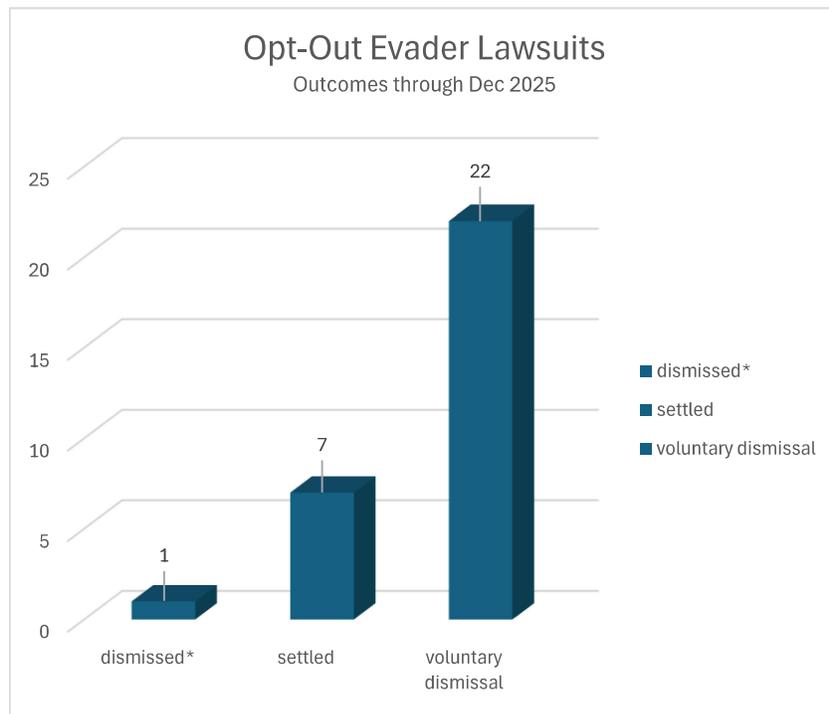


Figure 4
“Opt-Out Evader” Suit Outcomes
Through December 31, 2025

*The dismissed case was resolved in Defendant’s favor, for issues related to effectuating service.

Cases: For the sake of completeness, a listing of all the cases reviewed in the preceding analysis are provided in the table below.

Date Filed	Case	Plaintiff	Court	No.	Phone Number	Outcome
2025-12-31	Juarez v. Ashley	Juarez, Manuel Q.	C.D. CA	2:25-cv-12370	<i>not disclosed in complaint</i>	
2025-12-17	Collao v. Springboard Nonprofit Consumer Credit Management	Collao, Christian	C.D. CA	8:25-cv-02780	<i>not disclosed in complaint</i>	
2025-12-16	Cozza v. Collaborative Boating	Cozza, Isabella	D. NJ	2:25-cv-18676	<i>not disclosed in complaint</i>	
2025-12-16	Sharp v. Ox Car Care	Sharp, Christopher	FL-Palm Beach	2025CA013033	<i>not disclosed in complaint</i>	
2025-12-15	Christensen v. Body Firm Aerobics	Christensen, Paige	FL-Duval	2025-CA-007852	<i>not disclosed in complaint</i>	
2025-12-12	Defranco v. Boxr Studios	Defranco, Cole	FL-Broward	CACE25019016	<i>not disclosed in complaint</i>	
2025-12-12	Jean v. Writink Tutors	Jean, Marie Josee	N.D. CA	5:25-cv-10611	<i>not disclosed in complaint</i>	
2025-12-12	Khodadadi-Mobarakeh v. Spinnaker Resorts	Khodadadi-Mobarakeh, Daryush	N.D. CA	5:25-cv-10636	<i>not disclosed in complaint</i>	
2025-12-10	Defranco v. Sumup	Defranco, Cole	FL-Broward	CACE25018875	<i>not disclosed in complaint</i>	
2025-12-10	Calix v. Lgnd Supply Co	Calix, Joycer	FL-Miami-Dade	2025024213CA01	<i>not disclosed in complaint</i>	
2025-12-08	Jean v. Epic Sports	Jean, Max	FL-Broward	CACE25018696	<i>not disclosed in complaint</i>	
2025-12-05	Tidwell v. Orderlymeds	Tidwell, Alyson	E.D. CA	2:25-cv-03532	<i>not disclosed in complaint</i>	
2025-12-03	Defranco v. Toad & Co	Defranco, Cole	FL-Broward	CACE25018396	<i>not disclosed in complaint</i>	
2025-11-29	Juarez v. Wildfang	Juarez, Manuel Q.	C.D. CA	2:25-cv-11419	<i>not disclosed in complaint</i>	
2025-11-25	Juarez v. You E- Commerce	Juarez, Manuel Q.	C.D. CA	2:25-cv-11332	<i>not disclosed in complaint</i>	
2025-11-25	Hindi v. Vittori	Hindi, Jibrael	N.D. CA	5:25-cv-10219	<i>not disclosed in complaint</i>	
2025-11-25	Adame v. Upful Blends	Adame, Cecilia	FL-Broward	CACE25018101	<i>not disclosed in complaint</i>	
2025-11-24	Mathis v. Crocs	Mathis, Stephanie	C.D. CA	2:25-cv-11261	<i>not disclosed in complaint</i>	
2025-11-24	Adame v. Pacific College Of Health And Science	Adame, Cecilia	FL-Broward	CACE25018027	<i>not disclosed in complaint</i>	
2025-11-21	Mathis v. Good American	Mathis, Stephanie	C.D. CA	2:25-cv-11187	<i>not disclosed in complaint</i>	
2025-11-21	Alkhdairi v. Figs	Alkhdairi, Jazmin	C.D. CA	8:25-cv-02618	<i>not disclosed in complaint</i>	
2025-11-21	Adame v. Anima Mundi Herbals	Adame, Cecilia	FL-Broward	CACE25017906	<i>not disclosed in complaint</i>	
2025-11-20	Blaise v. Lennar	Blaise, Loumyr	FL-Broward	CACE25017855	<i>not disclosed in complaint</i>	voluntary dismissal
2025-11-20	Juarez v. Allbirds	Juarez, Manuel Q.	C.D. CA	2:25-cv-11111	<i>not disclosed in complaint</i>	
2025-11-20	Juarez v. Everlane	Juarez, Manuel Q.	C.D. CA	2:25-cv-11109	<i>not disclosed in complaint</i>	

Date Filed	Case	Plaintiff	Court	No.	Phone Number	Outcome
2025-11-17	Juarez v. Domino's	Juarez, Manuel Q.	C.D. CA	2:25-cv-10998	<i>not disclosed in complaint</i>	
2025-11-12	Lesin v. Making Awesome Smiles	Lesin, Daniel	FL-Palm Beach	2025CA011784	<i>not disclosed in complaint</i>	
2025-11-11	Bernard v. Kekoon	Bernard, Solomon Kyle	FL-Broward	CACE25017295	<i>not disclosed in complaint</i>	
2025-11-11	Aponte v. Body	Aponte, Mikaela	FL-Broward	CACE25017289	<i>not disclosed in complaint</i>	
2025-11-11	Gioino v. Hungryroot	Gioino, Nicholas	FL-Miami-Dade	2025022307CA01	<i>not disclosed in complaint</i>	
2025-11-11	Gillespie v. Michaels	Gillespie, Zoe	FL-Hillsborough	25-CA-011384	<i>not disclosed in complaint</i>	
2025-11-10	Botto v. BIOHM Health	Botto, Bridget	C.D. CA	2:25-cv-10779	<i>not disclosed in complaint</i>	
2025-11-07	Gonzalez v. One Finance	Gonzalez, Alejandro	C.D. CA	2:25-cv-10709	<i>not disclosed in complaint</i>	
2025-11-07	Gioino v. Nelk USA	Gioino, Nicholas	FL-Miami-Dade	2025022066CA01	<i>not disclosed in complaint</i>	
2025-11-06	Alvarez v. Fusion Van Lines	Alvarez, Katelyn	C.D. CA	5:25-cv-02967	<i>not disclosed in complaint</i>	
2025-11-05	Galvez v. 1 Up Nutrition	Galvez, Esmachiah	C.D. CA	2:25-cv-10635	<i>not disclosed in complaint</i>	
2025-11-04	Botto v. Wilson Sporting Goods	Botto, Bridget	C.D. CA	2:25-cv-10598	<i>not disclosed in complaint</i>	
2025-11-04	Botto v. SLT Lending	Botto, Bridget	C.D. CA	2:25-cv-10602	<i>not disclosed in complaint</i>	
2025-11-04	Botto v. Coty DTC Holdings	Botto, Bridget	C.D. CA	2:25-cv-10574	<i>not disclosed in complaint</i>	
2025-11-04	Botto v. C. & J. Clark Retail	Botto, Bridget	C.D. CA	2:25-cv-10573	<i>not disclosed in complaint</i>	
2025-11-04	Botto v. BB Opco	Botto, Bridget	C.D. CA	2:25-cv-10572	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-31	Botto v. Alo	Botto, Bridget	C.D. CA	2:25-cv-10478	<i>not disclosed in complaint</i>	
2025-10-29	Manafov v. Touchpay	Manafov, Tiyanna Mothershed	E.D. CA	2:25-cv-03141	<i>not disclosed in complaint</i>	
2025-10-29	Danel v. Genesis Of Palm Springs	Danel, Jaxon	C.D. CA	2:25-cv-10403	<i>not disclosed in complaint</i>	
2025-10-27	Hindi v. Sushi By Bou	Hindi, Jibrael	FL-Broward	CACE25016448	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-25	Hageman v. NVS Auto Sales	Hageman, Jonathan	C.D. CA	5:25-cv-02822	<i>not disclosed in complaint</i>	
2025-10-21	Mackeigan v. International Travel Network	MacKeigan, Michael	N.D. CA	4:25-cv-09019	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-17	Magallanez v. Dick's	Magallanez, John	S.D. FL	1:25-cv-25499	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-16	Christensen v. Elevate Recovery And Med Spa	Christensen, Paige	FL-Duval	16-2025-CA-006420	<i>not disclosed in complaint</i>	
2025-10-13	Diaz v. Jaxxon	Diaz, Francisco	S.D. FL	1:25-cv-25448	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-10	Bohorquez v. Alexandra Lozano Immigration Law	Bohorquez, Jesus David Restrepo	S.D. FL	0:25-cv-62450	<i>not disclosed in complaint</i>	settled
2025-10-09	Diaz v. Mission Capital	Diaz, Francisco	FL-Miami-Dade	2025019866CA01	<i>not disclosed in complaint</i>	

Date Filed	Case	Plaintiff	Court	No.	Phone Number	Outcome
2025-10-09	Awad v. Northwestern Mutual	Awad, Samuel	S.D. FL	9:25-cv-81411	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-09	Pina v. Buds	Pina, Julian Cesar	C.D. CA	2:25-cv-09653	<i>not disclosed in complaint</i>	
2025-10-08	Young v. Homeunited	Young, Julia	FL-Broward	CACE25015353	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-06	Christensen v. Hugo Boss	Christensen, Paige	FL-Duval	2025-CA-006183	<i>not disclosed in complaint</i>	voluntary dismissal
2025-10-06	Garcia v. Trustline	Garcia, Miguel D.	S.D. CA	3:25-cv-02641	<i>not disclosed in complaint</i>	
2025-10-02	Gonzalez v. A Sub Above	Gonzalez, Alejandro	C.D. CA	2:25-cv-09385	<i>not disclosed in complaint</i>	
2025-10-01	Gonzalez v. Local Liquidators	Gonzalez, Alejandro	C.D. CA	2:25-cv-09361	<i>not disclosed in complaint</i>	voluntary dismissal
2025-09-29	Gaines v. Lpc Survival	Gaines, Nathan	C.D. CA	2:25-cv-09291	<i>not disclosed in complaint</i>	
2025-09-24	Shah v. Aditi Consulting	Shah, Vishal	N.D. CA	5:25-cv-08111	<i>not disclosed in complaint</i>	
2025-09-24	Galvez v. Tradersagency	Galvez, Esmachiah	C.D. CA	2:25-cv-09130	<i>not disclosed in complaint</i>	
2025-09-24	Valle v. Tory Burch	Valle, Alette Del	FL-Miami-Dade	2025018768CA01	<i>not disclosed in complaint</i>	voluntary dismissal
2025-09-23	Valle v. Shutterfly	Valle, Adrian Del	S.D. FL	1:25-cv-25150	- Please do not write me again	
2025-09-15	Juarez v. Abg Juicy Couture	Juarez, Manuel Q.	C.D. CA	2:25-cv-08727	<i>not disclosed in complaint</i>	
2025-09-15	Juarez v. Readywise	Juarez, Manuel Q.	C.D. CA	2:25-cv-08726	<i>not disclosed in complaint</i>	
2025-09-12	Diaz v. I Fund Daily	Diaz, Francisco	FL-Miami-Dade	2025017959CA01	<i>not disclosed in complaint</i>	
2025-09-11	Diaz v. Shopgld	Diaz, Francisco	S.D. FL	1:25-cv-25615	<i>not disclosed in complaint</i>	
2025-09-10	Diaz v. Shock Doctor	Diaz, Francisco	FL-Miami-Dade	2025017750CA01	<i>not disclosed in complaint</i>	
2025-09-10	Ghukasyan v. Phoenix Retail	Ghukasyan, Stepan	C.D. CA	2:25-cv-08570	<i>not disclosed in complaint</i>	
2025-09-05	Davalos v. Umzu	Davalos, Andrew	C.D. CA	5:25-cv-02331	<i>not disclosed in complaint</i>	
2025-09-05	Davalos v. Intertia Presents	Davalos, Andrew	C.D. CA	5:25-cv-02319	<i>not disclosed in complaint</i>	
2025-09-04	Valle v. Tapestry	Valle, Adrian Del	FL-Miami-Dade	2025017319CA01	<i>not disclosed in complaint</i>	
2025-09-04	Taylor v. Cider Holding	Taylor, Rebecca	S.D. FL	1:25-cv-24496	<i>not disclosed in complaint</i>	
2025-09-04	Mohammed v. Super Car Miami	Mohammed, Abdel	FL-Miami-Dade	2025017330CA01	<i>not disclosed in complaint</i>	
2025-09-04	Davalos v. Boot Barn	Davalos, Andrew	C.D. CA	5:25-cv-02311	<i>not disclosed in complaint</i>	voluntary dismissal
2025-09-03	Davalos v. OAM	Davalos, Andrew	C.D. CA	5:25-cv-02301	<i>not disclosed in complaint</i>	settled
2025-08-19	Valle v. Pizza Hut	Valle, Adrian Del	S.D. FL	1:25-cv-24561	- Do not send me anymore messages!!!!	settled
2025-08-12	Valerio v. Hasso	Valerio, Joseph	FL-Broward	CACE25012071	<i>not disclosed in complaint</i>	voluntary dismissal

Date Filed	Case	Plaintiff	Court	No.	Phone Number	Outcome
2025-08-07	Valerio v. Vitacost	Valerio, Joseph	FL-Miami-Dade	2025015234CA01	<i>not disclosed in complaint</i>	voluntary dismissal
2025-08-05	Cipriano v. Gofincapital	Cipriano, Arturo	C.D. CA	2:25-cv-07204	<i>not disclosed in complaint</i>	voluntary dismissal
2025-07-23	Perez v. Ridge Capital	Perez, Wendy	C.D. CA	2:25-cv-06710	<i>not disclosed in complaint</i>	voluntary dismissal
2025-07-18	Pimentel v. Mustard Seed Financial	Pimentel, Jan Carlos	S.D. FL	1:25-cv-23221	<i>not disclosed in complaint</i>	voluntary dismissal
2025-07-18	Awad v. Brew Culture	Awad, Samuel	S.D. FL	9:25-cv-80909	<i>not disclosed in complaint</i>	settled
2025-07-16	Bevelock v. Smart Safe Retirement	Bevelock, Nicholas	S.D. FL	9:25-cv-80897	<i>not disclosed in complaint</i>	settled
2025-07-01	Rose v. 307 SW 2nd St	Rose, Zoe	S.D. FL	0:25-cv-61339	- I do not wish to be contacted	
2025-06-30	Dudek v. Surf Clean Energy	Dudek, Damian Joseph	E.D. NY	2:25-cv-03621	- S	voluntary dismissal
2025-06-10	Gomez v. Gage Bowl	Gomez, Robert	C.D. CA	2:25-cv-05257	- exit	settled
2025-05-23	Torre v. American First Finance	Torre, Saul De La	E.D. CA	2:25-cv-01447	- cease and desist	voluntary dismissal
2025-05-22	Gabai v. Tabs Labs	Gabai, Ofek	C.D. CA	2:25-cv-04630	- remove - no	dismissed
2025-05-20	Esquivel v. Insurance Zebra	Esquivel, Joe	S.D. CA	3:25-cv-01282	- Why don't you "Stop" messaging me - I don't want to do business with your company - I already texted you to "Stop" texting me..	voluntary dismissal
2025-05-07	Esquivel v. Snap	Esquivel, Joe	S.D. CA	3:25-cv-01157	- Why don't you "Stop" sending me texts	voluntary dismissal
2025-05-07	Mokled v. Hanna Cars	Mokled, Jean	S.D. FL	0:25-cv-60899	- no	settled
2025-03-10	Hensley v. Total MMA Studios	Hensley, Logan	S.D. CA	8:25-cv-00457	- no - please don't contact me again - Due to your refusal to provide pricing, it is off the table	voluntary dismissal