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# CALIFORNIA PRIVACY LAW UPDATE: THE CCPA AND MORE

**Practicing Law  
Institute**

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# Overview

- California has long been a laboratory for innovative approaches to privacy and security regulation, and 2018 brought a host of new experiments, most notably the California Consumer Privacy Act (CCPA)
- In this presentation, we'll review the state of the CCPA today, and the most recent developments, including SB 1121's amendments and the DOJ's public forums
- We'll also review these other new and innovative CA privacy laws:
  - California's Internet of Things Security Law
  - Bot transparency law
  - Endorsement of the 23 Asilomar AI Principles
  - Lodging and Common Carrier Privacy Law
  - Consumer Reporting Agency Security Law



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**CALIFORNIA PRIVACY LAW UPDATE**



# **THE CALIFORNIA CONSUMER PRIVACY ACT: RECENT DEVELOPMENTS**

# The California Consumer Privacy Act of 2018

- On June 28, 2018, California enacted the California Consumer Privacy Act (CCPA)
  - A unique and comprehensive consumer privacy law
  - Unlike any other US privacy law
  - “GDPR-like” consumer privacy rights
  - New private right of action for security breaches and potential statutory damages
- IAPP estimates that the law will likely affect more than 500,000 US companies doing business in California
  - Including many small and mid-sized businesses

# The CCPA's Fire-Drill Enactment

- The CCPA was originally an initiative slated to appear on the November 2018 ballot
- Widely opposed by technology companies and other business interests
- A replacement CCPA bill (AB 375) was introduced, and passed a week later
- Governor Brown signed the CCPA into law hours before the deadline to withdraw the initiative
- The CCPA as enacted is a slightly “watered-down” version of the initiative
- The fire-drill drafting process resulted in a law with many ambiguities and outright errors
  - Numerous changes will need to be made prior to the compliance date

## California Consumer Privacy Act Clears Major Hurdle: Submits 629,000 Signatures Statewide

May 3, 2018

**Sacramento, Calif.** – Today, Californians for Consumer Privacy announced submission of 629,000 signatures statewide to qualify [The California Consumer Privacy Act](#) for the November ballot.

“Today is a major step forward in our campaign, and an affirmation that California voters care deeply about the fundamental privacy protections provided in the California Consumer Privacy Act,” said **Alastair Mactaggart**. “This initiative will give consumers a real choice about whether they want their private information bought and sold by companies they’ve never heard of, will help shine a light onto the business of data brokerage, and will empower California consumers to protect their sensitive personal information.”

## California lawmakers agree to new consumer privacy rules that would avert showdown on the November ballot

By JOHN MYERS and JAZMINE ULLOA JUN 21, 2018 | 8:40 PM | SACRAMENTO

## Governor Brown Signs Legislation

Published: Jun 28, 2018

SACRAMENTO – Governor Edmund G. Brown Jr. today announced that he has signed the following bills:

- AB 375 by Assemblymember Ed Chau (D-Arcadia) – Privacy: personal information: businesses.

## Factors Influencing the CCPA

- GDPR
  - CCPA is influenced by concepts such as GDPR’s “right to be forgotten”
  - GDPR’s heightened transparency requirements
  - Right of portability
- CCPA builds upon other unique California privacy laws
  - California Online Privacy Protection Act (CalOPPA)
  - The “Shine the Light” law
  - The “Reasonable Security” law
- Reflects recent concerns expressed in congressional hearings and the press regarding collection and use of personal information by social media and other tech companies



## Businesses Subject to the CCPA

- A “business” subject to the CCPA must be a for-profit organization or legal entity that:
  - Does business in California
  - Collects consumers’ personal information, either directly or through a third party on its behalf
    - “Collects” is broadly defined to include “buying, renting, gathering, obtaining, receiving, or accessing any personal information pertaining to a consumer by any means.”
  - Either alone, or jointly with others, determines the purposes and means of processing of consumers’ personal information
    - Resembles GDPR’s “data controller” concept

## Additional Criteria for Businesses

- A business must also satisfy one of three thresholds:
  - 1) Annual gross revenue in excess of \$25 million
  - 2) Annually buys, receives for the business's commercial purposes, sells, or shares for commercial purposes the personal information of 50,000 or more consumers, households, or devices, alone or in combination
  - 3) Derives 50% or more of its annual revenue from selling consumers' personal information
- Applies to brick-and-mortar businesses, not just the collection of personal information electronically or over the internet
- Does not apply to nonprofits



## CCPA Amendments, Round 1

- On September 23, Governor Brown signed into law SB 1121, which includes several significant amendments to the CCPA
  - Original CCPA effective date was January 1, 2020
  - Amendment preserves that date as the CCPA's *operative* date
    - But CCPA goes into *effect* immediately upon SB 1121 being signed into law (in order to prevent California localities from passing conflicting laws prior to January 1, 2020)
- Additional CCPA amendments will be necessary

## CCPA Does Not Apply To ...

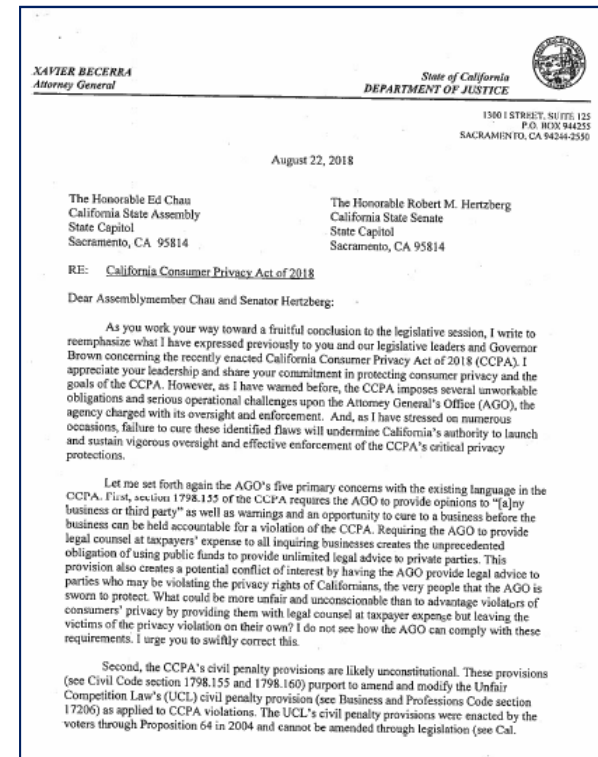
- Medical information and entities subject to HIPAA or the California Confidentiality of Medical Information Act (CMIA)
  - SB 1121 expands this exception and clarifies that it applies to HIPAA business associates
- Personal information subject to the Gramm-Leach Bliley Act (GLBA) or the California Financial Privacy Act
  - SB 1121 eliminated some ambiguities regarding this exception
- SB 1121 adds an exception for clinical trials data
  - But does the exception apply more broadly to all clinical research activities?

# Attorney General “Identified Flaws”



- “[T]he CCPA imposes several **unworkable obligations** and **serious operational challenges** upon the Attorney General's Office (AGO), the agency charged with its oversight and enforcement.”
- “And, as I have stressed on numerous occasions, failure to cure these **identified flaws** will undermine California's authority to launch and sustain vigorous oversight and effective enforcement of the CCPA's critical privacy protections.”

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# Timing of Attorney General Regulations



- **SB 1121 (Current Law)**

- "On or before **July 1, 2020**, the Attorney General shall solicit broad public participation and adopt regulations to further the purposes of this title..."

- **AB 375 (Prior)**

- Was "On or before January 1, 2020"

# DOJ Public Forums



- The DOJ has conducted six public forums across California between January 8 and February 13 seeking input for regulations
- The DOJ has offered no substantive guidance at these forums, merely seeking input
- Identified seven areas as focus of CCPA rule-making
  - Categories of personal information subject to CCPA
  - Definition of “unique identifiers”
  - Exceptions to the CCPA
  - Submitting and complying with consumers’ requests
  - Developing a uniform opt-out logo or button
  - What notices and information businesses must provide to consumers
  - How businesses will need to verify consumers’ requests

# Attorney General Enforcement Date



- **SB 1121 (Current Law)**

- No Attorney General enforcement action "under this title until **six months after the publication of the final regulations** issued pursuant to this section or **July 1, 2020, whichever is sooner.**"

- **AB 375 (Prior)**

- No limitation on enforcement actions

# Attorney General Enforcement and Advisories



- **Attorney General Civil Enforcement Action**

- \$2,500 + injunctive relief for each violation that the business fails to cure within 30 days of notice of noncompliance
- \$7,500 for each intentional violation of the CCPA
  
- New Consumer Privacy Fund
  - “to fully offset any costs incurred by the state courts and the Attorney General in connection with this title”
- “Any business or third party may seek the opinion of the Attorney General for guidance on how to comply with the provisions of this title.”

# Private Right of Action for Security Breaches

- **Limited Consumer Private Right of Action**

- Individual consumer or class-wide basis

- (1) Nonencrypted or nonredacted **personal information**

- (2) “subject to an unauthorized access and exfiltration, theft, or disclosure

- (3) as a result of the business’s violation of the duty to implement and maintain **reasonable security** procedures and practices appropriate to the nature of the information to protect the personal information”

- Differs substantially from CA’s existing security breach notification standard

- Seems to require a violation of the obligation of “reasonable security” under Cal. Civil Code § 1798.150

- But do that law’s exceptions apply, exempting healthcare and financial services?



# Civil Penalties

- **Limited Consumer Private Right of Action**
- Statutory or actual damages (greater of)
- Injunctive or declaratory relief
- Any other relief the court deems proper



# Civil Penalties

## Statutory or Actual Damages

- **Greater of:**
  - Not less than \$100 and not greater than \$750 per consumer per incident
  - Or actual damages

## Statutory Damages Factors

- Nature and seriousness of the misconduct
- Number of violations
- Persistence of the misconduct
- Length of time over which the misconduct occurred
- Willfulness of the defendant's misconduct
- Defendant's assets, liabilities, and net worth
- Other "relevant circumstances presented by any of the parties"

## Prior Business Written Notice Requirement

- Before filing a civil action for **statutory damages**:
  - Consumer must provide 30 days' written notice "identifying the specific provisions of this title the consumer alleges have been or are being violated."
    - If actually cured within 30 days and business provides "an express written statement that the violations have been cured and that no further violations shall occur," no statutory damages action may be initiated.
    - A civil action may be filed "to enforce the written statement" for statutory damages "for each breach of the express written statement" and "any other violation of the title that postdates the written statement."
- For **actual pecuniary damages**, no written notice required
- SB 1121 eliminated requirement that AG receive prior notice

## Very Broad Definition of “Personal Information”

- Personal information includes any information that “identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household”
  - Much broader than the definition of personal information under CA’s security breach notification law
- Extremely broad definition intended to include the sort of robust consumer profile and preference data collected by social media companies and online advertisers



## CCPA Definition of Personal Information (PI)

- 1) Name, address, personal identifier, IP address, email address, account name, Social Security number, driver's license number, or passport number
- 2) Categories of PI described in California's customer records destruction law
- 3) Characteristics of protected classifications under CA or federal law
- 4) Commercial information, including records of personal property; products or services purchased, obtained, or considered; or other purchasing or consuming histories or tendencies
- 5) Biometric information
- 6) Geolocation data
- 7) Internet or other electronic network activity, such as browsing history, search history, and information regarding a consumer's interaction with a website, application, or advertisement
- 8) Audio, electronic, visual, thermal, olfactory, or similar information
- 9) Professional or employment-related information
- 10) Education information that is subject to the Family Educational Rights and Privacy Act
- 11) Inferences drawn from any of the information listed above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes

# Aggregate Consumer Information

- Excluding “Aggregate Consumer Information”
- Defined as:
  - Data that is “not linked or reasonably linkable to any consumer or household, including via a device”
  - Information that is publicly available from federal, state, or local government records

## New Statutory Rights

- Right to know the categories of information
- Right to access and data portability
- Right to be forgotten
- Right to opt out of the sale of personal information to third parties
- Right to equal service and price



# Right to Know the Categories of Information

- A business is required to disclose
  - At or before the point of collection
  - In its website privacy policy or otherwise
  - The categories of personal information to be collected about a consumer
    - Including the categories of the consumer's personal information that were actually collected during the last 12 months
    - PI sold or disclosed for business purposes in the last 12 months
  - The purposes for which the information will be used





## Verifiable Consumer Requests

- In addition to website privacy policy, CCPA requires each business to respond to “verifiable consumer requests” with individualized disclosures about the business’s collection, sale, or disclosure of PI belonging to the specific consumer making the request
- “Verifiable consumer request” is a request by “a consumer, by a consumer on behalf of the consumer’s minor child, or by a natural person or a person registered with the Secretary of State”
  - Consumer can make two requests in a 12-month period

# Complying With Consumer Requests

- Business must offer two or more methods for making the requests
  - At a minimum: a toll-free phone number and a website address
- Does your business have the ability to produce this sort of highly granular report for each consumer?

In response to a request, the business must disclose:

- (1) The categories of personal information collected about the consumer
- (2) The categories of sources from which personal information is collected
- (3) The business or commercial purpose for collecting or selling the PI
- (4) The categories of third parties with which the business shares PI
- (5) The specific pieces of PI the business has collected about the consumer
- (6) The categories of the consumer's PI that were sold or disclosed for business purposes in the 12 months preceding the request

## Right to Access and Data Portability

- CCPA gives each consumer the right to access a copy of the “specific pieces of information that the business has collected about that consumer”
  - To be delivered free of charge
  - Within 45 days
  - By mail or electronically
- Does not apply to PI that is collected for “single, one-time transactions”
- Implies an obligation for businesses to preserve these consumer records
- Information produced must be portable, to the extent “technically feasible”
- In a readily usable format
- “Technical feasibility” standard appears to be drawn from Art. 20 of GDPR, which also creates a right of portability

## Right to be Forgotten

- Under the CCPA, consumers have the right to request that a business delete any PI collected about the consumers
  - Extends to PI held by a third-party service provider
- Exceptions where PI is necessary to:
  - (1) Complete a transaction, provide goods and services, or otherwise perform a contract with a consumer
  - (2) Detect security incidents
  - (3) Exercise free speech
  - (4) Enable internal uses that are reasonably aligned with consumer expectations
  - (5) Comply with a legal obligation
  - (6) Otherwise use the consumer's PI in a lawful manner that is compatible with the context in which the PI was provided

## Right to be Forgotten Versus Preservation of Evidence

- The right to be forgotten may not be consistent with a company's need to preserve evidence for litigation
- CCPA will entail a review of a company's document retention policy
  - Policy will need to be revised to reconcile:
    - Need to preserve evidence for litigation
    - Honor CCPA's right to be forgotten
    - Avoid sanctions for spoliation of evidence

## Right to Opt Out of Sale of Personal Information

- The CCPA provides consumers with the right to opt out of the sale of their personal information to third parties
  - Businesses that sell personal information to third parties must provide notice to consumers that:
    - Their personal information may be sold
    - They have the right to opt out of the sale
- A business must post a “clear and conspicuous link” on its website’s home page titled “Do Not Sell My Personal Information”
  - The page must also be linked in the business’s privacy policy

## Minors' Opt-in Right

- CCPA provides minors with a “right to opt in”
  - Businesses are prohibited from selling PI of consumers between the ages of 13 and 16 without first obtaining affirmative opt-in consent
    - From the consumers, or
    - From the parent or guardian when a consumer is under the age of 13
  - CCPA age requirements are stricter than the federal Children’s Online Privacy Protection Act (COPPA)
  - CCPA also differs from the Privacy Rights for California Minors in the Digital World law, which permits persons under age 18 to remove certain posted online content

## What is a Sale?

- A “sale” is defined as:
  - “selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating
  - orally, in writing, or by electronic or other means,
  - a consumer’s personal information
  - by the business to another business or a third party
  - for monetary or other valuable consideration”
- Limited exceptions, including “intentional interaction” directed by a consumer and disclosure to a service provider
- Definition is extremely broad and needs to be clarified



## Is Affiliate Sharing a Sale?

- When a business shares PI with an affiliate, would that constitute a sale requiring opt-in consent?
  - Arguably a “transfer” of PI to another business or third party
  - However, the definition of “business” includes another entity under the business’s control that operates under the same brand
  - Under current definitions, the answer will depend on the facts and circumstances
    - Is the affiliate using the same brand?
    - Is money or “other valuable consideration” changing hands?
      - This is probably not a high bar under California contract law authorities

## Right to Equal Service and Price

- CCPA grants consumers a “right to equal service and price”
  - Prohibits businesses from discriminating against consumers who exercise their rights under the CCPA
- A business is specifically prohibited from
  - (1) Denying goods or services to a consumer
  - (2) Charging a consumer a different price or rate for goods or services, including through the use of discounts or other benefits
  - (3) Imposing penalties
  - (4) Providing a consumer with a different level of quality or service
  - (5) Suggesting a consumer will receive a different price or rate or different level of quality of goods or services

## Right to Equal Service and Price (cont.)

- A business may charge a consumer who exercises rights a different rate or provide a different level of service so long as the difference is directly related to “value provided to the consumer by the customer’s data”
  - How would that difference in value be quantified and supported?
- Businesses may offer financial incentives, including payments to consumers as compensation, for the collection, sale, or deletion of personal information
- Businesses must ensure that personnel responsible for handling consumer inquiries under the CCPA are informed of the requirements and how to direct consumers regarding granting those rights

## Limitations on Disclosures to Third Parties and Service Providers

- CCPA allows businesses to share PI with third parties or service providers for business purposes
  - So long as there is a written contract prohibiting a service provider from
    - selling the PI, or
    - “retaining, using, or disclosing the PI for any purpose other than for the specific purpose of performing the services specified in the contract”
- “Business purpose” is defined as “the use of PI for the business’s or service provider’s operational purposes, or other notified purposes, provided that the use of PI shall be reasonably necessary and proportionate to achieve the operational purpose for which it was collected”

## CCPA-Compliant Service Provider Agreements

- A business that satisfies the CCPA's contracting requirements will not be liable for the service provider's or third party's violation of the CCPA
  - Provided that the business did not have actual knowledge or reason to believe at the time that the PI was disclosed that the recipient intended to violate the CCPA
- A CCPA-compliant service provider agreement will not constitute a sale of PI triggering the CCPA's opt-out right
- CCPA contracting requirements are generally consistent with good privacy practices, but they create a new filter that must be applied to agreements
  - Does the agreement limit use of PI to the specific purpose of performing the specified services?
  - Is the use of PI reasonably necessary and proportionate to the operational purpose?
  - Is the purpose of the agreement a "business purpose"?

## CCPA and Class Actions

- Impact of CCPA's statutory damages for security breach on class action litigation in California
- CCPA provides that any agreement or contract provision that seeks to waive or limit a consumer's rights under the CCPA
  - including any "right to a remedy or means of enforcement," shall be deemed void and unenforceable
  - could be interpreted to bar arbitration and class action waivers with respect to private actions under the CCPA

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## The CCPA's Progeny

- The CCPA will be amended further; the question is, how substantially?
- Will other state legislatures take the CCPA as a model?
  - Will CCPA catch on like CA's data breach notification law?
  - Or will it be a one-off experiment, like the Shine the Light law?
  - Bills pending in New York, New Jersey, and New Mexico that appear to be influenced by the CCPA
- If other states adopt CCPA-like laws, the US privacy regulatory landscape could become extraordinarily complicated, driving interest in broad federal privacy legislation
- February 27: Senate Committee on Commerce, Science, and Transportation convenes a hearing on policy principles for a federal privacy framework

**CALIFORNIA CONSUMER PRIVACY ACT OF 2018**



# **INTERPRETING THE CCPA: OPEN QUESTIONS**



## Business Groups Weigh In

- On August 6, 2018 a consortium of California trade associations wrote to Senator Bill Dodd requesting amendments to the CCPA
  - Included the California Chamber of Commerce, the California Retailer Association, and TechNet
- January 31, 2019 a consortium of advertising trade associations sent a letter to the CA AG urging changes to the CCPA
  - Included American Association of Advertising Agencies, American Advertising Federation, Association of National Advertisers, and the Interactive Advertising Bureau

## Trade Association Concerns

- Trade associations asked for:
  - Delaying implementation until 12 months after AG completed rulemaking process (SB 1121 provides for six months)
  - Narrowing the definition of “personal information” to information “linked or reasonably linkable” to a particular consumer
  - Narrowing the definition of “consumer” to make clear that it does not apply to employees or individuals involved in business-to-business interactions
  - Clarifying the “specific pieces of information” that must be disclosed to a consumer
- Advertising consortium expressed concern that the “all or nothing” opt-out right could chill sharing of personal information with online advertising services

## Preparing for 2020

- While further details concerning the CCPA remain unresolved, the framework is in place
- Businesses can use the time now to begin thinking about how they would comply with the CCPA under the current framework
  - For the sweeping CCPA, a year and a half is not very long (as we learned with GDPR)
- Companies that have recently prepared for GDPR compliance have seen the benefits of a head start
  - GDPR data-mapping and privacy assessment exercises will be useful
  - But CCPA is not simply CA's version of GDPR, and the requirements differ in many important respects

## Initial CCPA Compliance Questions

- Does the CCPA apply to your business or do you fit into an exception?
- How many of the data elements included in CCPA's broad definition of personal information does your business collect?
  - Are additional data-tracking mechanisms needed?
- How would your business go about organizing consumer PI to
  - Provide required CCPA notices?
    - can build upon existing California privacy notices developed for CalOPPA and Shine the Light law
  - Provide opt-out and opt-in rights?
  - Delete data to comply with the CCPA's right to be forgotten?

## Initial CCPA Compliance Questions (cont.)

- How would your business go about organizing consumer PI to
  - Provide consumer data upon request in a “readily useable format”?
  - Ensure that agreements with service providers are CCPA-compliant?
  - Train personnel to properly process new requests to exercise privacy rights?
- This is also a good time to fine-tune your business’s incident response plan to prepare for the likely boom in California security breach related litigation
  - The benefits of a determination of “reasonable security”

**CALIFORNIA CONSUMER PRIVACY ACT OF 2018**



**OTHER NEW CALIFORNIA  
PRIVACY LAWS**

# Internet of Things Security

- SB 327 – effective January 1, 2020
  - Requires manufacturers of connected devices to equip the devices with reasonable security features appropriate for the type of device, and the type of information it collects, and designed to protect the device and information from access, use, or disclosure
- California is the first state to enact legislation expressly governing the cybersecurity of “smart” devices, collectively known as the Internet of Things
  - Will have a national impact on device manufacturers
- The statute provides safe harbors for measures that will be deemed as reasonable security for connected devices “with a means for authentication outside a local area network,” such as:
  - A preprogrammed password that is unique to each device manufactured

## Bot Transparency Law

- SB 1001 – effective July 1, 2019
- The California B.O.T. (“Bolstering Online Transparency”) Act of 2018
- Criminalizes the use of bots to interact with a California person
  - “with the intent to mislead” that person
  - “about its artificial identity for the purpose of knowingly deceiving the person about the content of the communication” in order to:
    - incentivize a purchase or sale of goods or services in a commercial transaction, or
    - to influence a vote in an election



## Bot Transparency Law (cont.)

- Exception for cases in which a bot comes with clear, conspicuous, and reasonable disclosures that it is a bot
- Also an exception for service providers of online platforms, including web-hosting and Internet Service Providers
- Sen. Dianne Feinstein has introduced a similar piece of federal legislation that would, among other things, direct the Federal Trade Commission to issue regulations requiring social media companies to develop “a process to identify, assess, and verify” bot activity and disclose any bots on their platforms

## 23 Asilomar AI Principles

- Assembly Concurrent Resolution Relative to the 23 Asilomar AI Principles
  - Introduced by Assemblyman Kevin Kiley
  - Unanimously passed the CA Senate, and chaptered on September 7, 2018
- Bill expresses the California Assembly's support for the 23 Asilomar AI Principles as guiding values for the development of artificial intelligence and of related public policy
- The 23 principles are meant to promote the safe and beneficial development of AI
- A show of support for the principles developed by a collaboration of AI researchers, legal scholars, and ethicists in Asilomar, CA in January 2017
- No enforceable policies or regulations, but important guidelines

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## Hotels and Bus Companies

- SB 1194 – effective January 1, 2019
  - Prohibits hotels, those who accept payment for rooms or sleeping accommodations, etc., from disclosing information, except to a California peace officer, regarding guests to a third party without a court-issued subpoena, warrant or order
    - Protects “guest records,” as defined
  - Prohibits those who offer bus transportation services from disclosing information, except to a California peace officer, regarding guests to a third party without a court-issued subpoena, warrant or order
    - Protects “passenger manifest records,” as defined
  - Also applies to third-party service providers of hotels and bus transportation services

## Consumer Reporting Agency Security

- AB 1859 – effective January 1, 2019
- A consumer credit reporting agency
  - That knows, or reasonably should know, that its computer system is subject to a security vulnerability that poses a “significant risk” shall,
  - If a software update is available to address the vulnerability, begin necessary testing and other steps within three days of discovery,
  - And complete software update in the most expedient time possible and without unreasonable delay, but no later than 90 days after discovery
- Regardless of whether a software update is available, the CRA must implement a security program “in keeping with industry best practices”
- Inspired by the Equifax security breach

## California: The Tail that Wags the Dog

- California has long been instrumental in setting national privacy policy
  - Driven by its innovative (and some would say overly prescriptive) approach to privacy and security legislation
  - Coupled with its status as the world's fifth largest economy
  - Creating de facto national standards
- With the pending arrival of the landmark CCPA and innovative new laws relating to IoT security, bot transparency, and artificial intelligence,
- Privacy officers and attorneys for companies doing business in California must make these new laws, particularly the CCPA, a compliance priority

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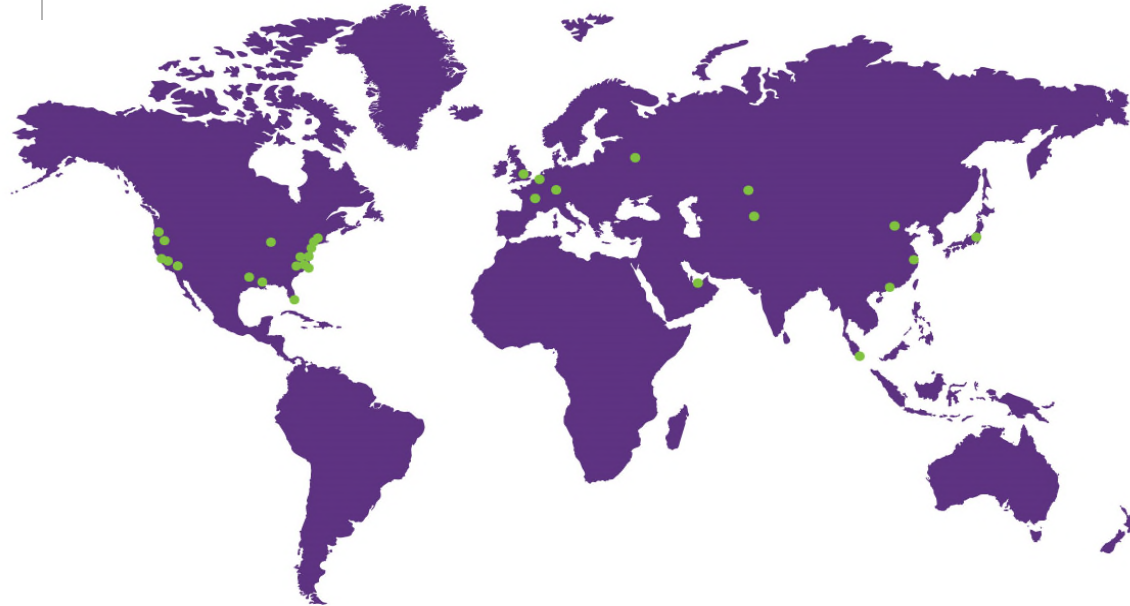
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## Our Global Reach

Africa  
Asia Pacific  
Europe  
Latin America  
Middle East  
North America

## Our Locations

|              |            |             |               |                |
|--------------|------------|-------------|---------------|----------------|
| Almaty       | Chicago    | Houston     | Orange County | Shanghai*      |
| Astana       | Dallas     | London      | Paris         | Silicon Valley |
| Beijing*     | Dubai      | Los Angeles | Philadelphia  | Singapore      |
| Boston       | Frankfurt  | Miami       | Pittsburgh    | Tokyo          |
| Brussels     | Hartford   | Moscow      | Princeton     | Washington, DC |
| Century City | Hong Kong* | New York    | San Francisco | Wilmington     |



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