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Katherine Fowler

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KATHERINE FOWLER,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

NASTYGAL.COM USA INC.,

Defendant.

Case No.:

CLASS ACTION

**CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR
VIOLATIONS OF THE
TELEPHONE CONSUMER
PROTECTION ACT, 47 U.S.C. §
227, ET SEQ.**

JURY TRIAL DEMANDED

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CLASS ACTION COMPLAINT

1
2 1. Plaintiff, Katherine Fowler (“Plaintiff” or “Ms. Fowler”) brings this
3 action against Defendant Nastygal.com USA Inc. (“Defendant”), to secure redress
4 for violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. §
5 227.

NATURE OF THE ACTION

6
7 2. This is a putative class action pursuant to the Telephone Consumer
8 Protection Act, 47 U.S.C. § 227, *et seq.*, (the “TCPA”).

9 3. Defendant is an American retailer that specialize in fashion for young
10 women. To promote its services, Defendant engages in unsolicited marketing,
11 harming thousands of consumers in the process.

12 4. This case arises from Defendant’s unauthorized text messages to
13 cellular telephone subscribers who never provided Defendant with prior express
14 consent, as well as cellular telephone subscribers who expressly requested not to
15 receive solicitation text messages by registering their telephone number on the
16 National Do-Not-Call Registry.

17 5. As a result, Defendant caused thousands of text messages to be sent to
18 the cellular telephones of the Plaintiff and Class Members who did not provided
19 Defendant with consent to contact them.

20 6. Defendant caused Plaintiff and Class Members injuries, including
21 invasion of their privacy, aggravation, annoyance, intrusion on seclusion, trespass,
22 and conversion.

23 7. Through this action, Plaintiff seeks injunctive relief to halt
24 Defendant’s illegal conduct. Plaintiff also seeks statutory damages on behalf of
25 herself and Class Members, as defined below, and any other available legal or
26 equitable remedies resulting from the illegal actions of Defendant.

27 ///

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JURISDICTION AND VENUE

8. Jurisdiction is proper under 28 U.S.C. § 1331 as Plaintiff alleges violations of a federal statute.

9. Venue is proper in the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant’s principal place of business is in Los Angeles County, thereby establishing sufficient contacts to subject it to personal jurisdiction. Further, Defendant’s tortious conduct against Plaintiff occurred within the State of California because, on information and belief, Defendant has sent the same text messages complained of by Plaintiff to other individuals within this judicial district, such that some of Defendant’s acts in making such calls have occurred within this district, subjecting Defendant to jurisdiction in the State of California.

PARTIES

10. Plaintiff is a natural person who, at all times relevant to this action, was a resident of Broward County, Florida.

11. Defendant is a Delaware corporation whose principal office is located in Los Angeles California. Defendant directs, markets, and provides its business activities throughout the State of California.

12. Plaintiff and Defendant, are and at all times mentioned herein were each a “person,” as defined by 47 U.S.C. § 153(39).

THE TCPA

13. The TCPA prohibits: (1) any person from calling a cellular telephone number; (2) using an automatic telephone dialing system; (3) without the recipient’s prior express consent. 47 U.S.C. § 227(b)(1)(A).

14. The TCPA defines an “automatic telephone dialing system” (“ATDS”) as “equipment that has the capacity - (A) to store or produce telephone numbers to be called, using a random or sequential number generator; and (B) to dial such numbers.” 47 U.S.C. § 227(a)(1).

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1 15. The Federal Communications Commission (“FCC”) is empowered to
2 issue rules and regulations implementing the TCPA. According to the FCC’s
3 findings, calls in violation of the TCPA are prohibited because, as Congress found,
4 automated or prerecorded telephone calls are a greater nuisance and invasion of
5 privacy than live solicitation calls, and such calls can be costly and inconvenient.
6 The FCC also recognized that wireless customers are charged for incoming calls
7 whether they pay in advance or after the minutes are used. *Rules and Regulations*
8 *Implementing the Telephone Consumer Protection Act of 1991*, CG Docket No. 02-
9 278, Report and Order, 18 FCC Rcd 14014 (2003).

10 16. In 2012, the FCC issued an order tightening the restrictions for
11 automated telemarketing calls, requiring “prior express *written* consent” for such
12 calls to wireless numbers. *See In the Matter of Rules & Regulations Implementing*
13 *the Tel. Consumer Prot. Act of 1991*, 27 F.C.C.R. 1830, 1838 ¶ 20 (Feb. 15, 2012)
14 (emphasis supplied).

15 17. To obtain express written consent for telemarketing calls, a defendant
16 must establish that it secured the plaintiff’s signature in a form that gives the
17 plaintiff a “‘clear and conspicuous disclosure’ of the consequences of providing the
18 requested consent....and having received this information, agrees unambiguously
19 to receive such calls at a telephone number the [plaintiff] designates.” *In re Rules*
20 *& Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27 F.C.C.R.
21 1830, 1837 ¶ 18, 1838 ¶ 20, 1844 ¶ 33, 1857 ¶ 66, 1858 ¶ 71 (F.C.C. Feb. 15,
22 2012).

23 18. The TCPA regulations promulgated by the FCC define
24 “telemarketing” as “the initiation of a telephone call or message for the purpose of
25 encouraging the purchase or rental of, or investment in, property, goods, or
26 services.” 47 C.F.R. § 64.1200(f)(12). In determining whether a communication
27 constitutes telemarketing, a court must evaluate the ultimate purpose of the
28

1 communication. *See Golan v. Veritas Entm't, LLC*, 788 F.3d 814, 820 (8th Cir.
2 2015).

3 19. “‘Telemarketing’ occurs when the context of a call indicates that it
4 was initiated and transmitted to a person for the purpose of promoting property,
5 goods, or services.” *Golan*, 788 F.3d at 820 (citing 47 C.F.R. § 64.1200(a)(2)(iii);
6 47 C.F.R. § 64.1200(f)(12); *In re Rules and Regulations Implementing the*
7 *Telephone Consumer Protection Act of 1991*, 18 F.C.C. Rcd at 14098 ¶ 141, 2003
8 WL 21517853, at *49).

9 20. The FCC has explained that calls motivated in part by the intent to sell
10 property, goods, or services are considered telemarketing under the TCPA. *See In*
11 *re Rules and Regulations Implementing the Telephone Consumer Protection Act of*
12 *1991*, 18 FCC Rcd. 14014, ¶¶ 139-142 (2003). This is true whether call recipients
13 are encouraged to purchase, rent, or invest in property, goods, or services during
14 the call *or in the future*. *Id.*

15 21. In other words, offers “that are part of an overall marketing campaign
16 to sell property, goods, or services constitute” telemarketing under the TCPA. *See*
17 *In re Rules and Regulations Implementing the Telephone Consumer Protection Act*
18 *of 1991*, 18 FCC Rcd. 14014, ¶ 136 (2003).

19 22. If a call is not deemed telemarketing, a defendant must nevertheless
20 demonstrate that it obtained the plaintiff’s prior express consent. *See In the Matter*
21 *of Rules and Regulaions Implementing the Tel. Consumer Prot. Act of 1991*, 30
22 FCC Rcd. 7961, 7991-92 (2015) (requiring express consent “for non-telemarketing
23 and non-advertising calls”).

24 23. Further, the FCC has issued rulings and clarified that consumers are
25 entitled to the same consent-based protections for text messages as they are for
26 calls to wireless numbers. *See Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946,
27 952 (9th Cir. 2009) (The FCC has determined that a text message falls within the
28 meaning of “to make any call” in 47 U.S.C. § 227(b)(1)(A)); *Toney v. Quality Res.*,

1 *Inc.*, 2014 WL 6757978, at *3 (N.D. Ill. Dec. 1, 2014) (Defendant bears the burden
2 of showing that it obtained Plaintiff's prior express consent before sending him the
3 *text message*) (emphasis added).

4 **FACTS**

5 24. In 2014, Ms. Fowler purchased some goods from NastyGal. At no
6 time during this purchase did Ms. Fowler sign anything stating that she consented
7 to receive solicitation calls or text messages from NastyGal.

8 25. Ms. Fowler's cellular telephone number ending "5758" was added to
9 the National Do-Not-Call Registry in or about 2009.

10 26. Beginning on or about October 18, 2019, Defendant sent the
11 following telemarketing text messages to Plaintiff's cellular telephone number (the
12 "5758 Number").

13 27. This text was sent from short code 395-31 and read:

14 Let's hear it for our big hitters (!! Take an extra 20% off
15 our Best Sellers because WTF not. Use code: BEST20 at
16 checkout. Hurry – this one's a today only kinda thing.
17 <http://tiny.cc/nq5qez> Nasty Gal xoxo To opt out send
18 STOP to 39531

19 28. On or about October 31, 2019, Plaintiff received another
20 telemarketing text message from Defendant from the same short code that read:

21 It's the season of the witch! (Halloween, duh.) We've got
22 a Halloween exclusive – extra 10% off everything (incl
23 sale) with code: BOO. Shop now! <http://tiny.cc/spihfz>
24 Nasty Gal xoxo To opt out send STOP to 39531

25 29. Defendant's text messages encouraged the future purchase or
26 investment in property, goods, or services, i.e., selling Plaintiff marketing advice
27 and training.
28

1 30. The text messages were generic in nature and, on information and
2 believe, were sent *en masse* to thousands of people.

3 31. Upon information and belief, Defendant caused other text messages to
4 be sent to individuals residing within this judicial district.

5 32. At no point in time did Plaintiff provide Defendant with her express
6 written consent to be contacted by Defendant using an ATDS.

7 33. Plaintiff is the subscriber and sole user of the 5758 Number and is
8 financially responsible for phone service to the 5758 Number.

9 34. The text messages originated from telephone numbers which upon
10 information and belief are owned and operated by Defendant.

11 35. The numbers used by Defendant are known as a “short code,” a
12 standard 5-digit code that enables Defendant to send SMS text messages *en masse*,
13 while deceiving recipients into believing that the message was personalized and
14 sent from a telephone number operated by an individual.

15 36. Short codes work as follows: Private companies known as SMS
16 gateway providers have contractual arrangements with mobile carriers to transmit
17 two-way SMS traffic. These SMS gateway providers send and receive SMS traffic
18 to and from the mobile phone networks' SMS centers, which are responsible for
19 relaying those messages to the intended mobile phone. This allows for the
20 transmission of a large number of SMS messages to and from a short code.

21 37. Specifically, the text message does not identify the intended recipient
22 by name nor provide any identifiable characteristic of the intended recipient.
23 Instead the text message is drafted so that it can be sent out *en masse* without
24 variation.

25 38. Specifically, upon information and belief, Defendant utilized a
26 combination of hardware and software systems to send the text messages at issue
27 in this case. The systems utilized by Defendant have the capacity to store
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1 telephone numbers using a random or sequential generator, and to dial such
2 numbers from a list without human intervention.

3 39. To send the text messages, Defendant used a messaging platform (the
4 “Platform”) that permitted Defendant to transmit thousands of automated text
5 messages without any human involvement.

6 40. The Platform has the capacity to store telephone numbers, which
7 capacity was in fact utilized by Defendant.

8 41. The Platform has the capacity to generate sequential numbers, which
9 capacity was in fact utilized by Defendant.

10 42. The Platform has the capacity to dial numbers in sequential order,
11 which capacity was in fact utilized by Defendant.

12 43. The Platform has the capacity to dial numbers from a list of numbers,
13 which capacity was in fact utilized by Defendant.

14 44. The Platform has the capacity to dial numbers without human
15 intervention, which capacity was in fact utilized by Defendant.

16 45. The Platform has the capacity to schedule the time and date for future
17 transmission of text messages, which occurs without any human involvement.

18 46. To transmit the messages at issue, the Platform automatically
19 executed the following steps:

- 20 a. The Platform retrieved each telephone number from a list of
- 21 numbers in the sequential order the numbers were listed;
- 22 b. The Platform then generated each number in the sequential
- 23 order listed and combined each number with the content of
- 24 Defendant’s message to create “packets” consisting of one
- 25 telephone number and the message content;
- 26 c. Each packet was then transmitted in the sequential order listed
- 27 to an SMS aggregator, which acts an intermediary between the
- 28 Platform, mobile carriers (e.g. AT&T), and consumers.

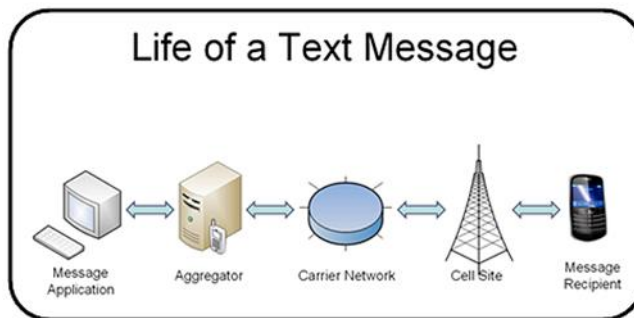
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d. Upon receipt of each packet, the SMS aggregator transmitted each packet – automatically and with no human intervention – to the respective mobile carrier for the telephone number, again in the sequential order listed by Defendant. Each mobile carrier then sent the message to its customer’s mobile telephone.

47. The above execution these instructions occurred seamlessly, with no human intervention, and almost instantaneously. Indeed, the Platform is capable of transmitting thousands of text messages following the above steps in minutes, if not less.

48. Further, the Platform “throttles” the transmission of the text messages depending on feedback it receives from the mobile carrier networks. In other words, the platform controls how quickly messages are transmitted depending on network congestion. The platform performs this throttling function automatically and does not allow a human to control the function.

49. The following graphic summarizes the above steps and demonstrates that the dialing of the text messages at issue was done by the Platform automatically and without any human intervention:



50. Defendant’s unsolicited text messages caused Plaintiff actual harm, including invasion of his privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendant’s text messages also inconvenienced Plaintiff and caused disruption to his daily life.

1 51. Defendant’s unsolicited text messages caused Plaintiff actual harm.
2 Specifically, Plaintiff estimates that she has wasted ten seconds per text reviewing
3 all of Defendant’s unwanted messages. Each time, Plaintiff had to stop what she
4 was doing to either retrieve his phone and/or look down at the phone to review the
5 message.

6 52. The cumulative effect of unsolicited text messages like Defendant’s
7 poses a real risk of ultimately rendering the phone unusable for text messaging
8 purposes as a result of the phone’s memory being taken up.

9 **CLASS ALLEGATIONS**

10 **PROPOSED CLASS**

11 53. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P.
12 23, on behalf of herself and all others similarly situated.

13 54. Plaintiff brings this case on behalf of the Classes defined as follows:

14
15 **No Consent Class:** All persons who from four
16 years prior to the filing of this action (1) were
17 sent a text message by or on behalf of Defendant,
18 (2) using an automatic telephone dialing system,
19 (3) for the purpose of soliciting Defendant’s
20 goods and services.

21
22 **Do-Not-Call Registry Class:** All persons in the
23 United States who from four years prior to the filing
24 of this action (1) were sent a text message by or on
25 behalf of Defendant; (2) more than one time within
26 any 12-month period; (3) where the person’s
27 telephone number had been listed on the National
28 Do Not Call Registry for at least thirty days; (4) for
the purpose of encouraging the purchase of
Defendant’s products or services.

1 55. Defendant and its employees or agents are excluded from the Classes.
2 Plaintiff does not know the number of members in the Class but believes the
3 members of the Classes number in the several thousands, if not more.

4 **NUMEROSITY**

5 56. Upon information and belief, Defendant has placed automated and/or
6 prerecorded calls to cellular telephone numbers belonging to thousands of
7 consumers throughout the United States without their prior express consent. The
8 members of the Class, therefore, are believed to be so numerous that joinder of all
9 members is impracticable.

10 57. The exact number and identities of the Class members are unknown at
11 this time and can only be ascertained through discovery. Identification of the Class
12 members is a matter capable of ministerial determination from Defendant’s call
13 records.

14 **COMMON QUESTIONS OF LAW AND FACT**

15 58. There are numerous questions of law and fact common to the Class
16 which predominate over any questions affecting only individual members of the
17 Class. Among the questions of law and fact common to the Class are:

- 18 (1) Whether Defendant made non-emergency calls to Plaintiff’s
19 and Class members’ cellular telephones using an ATDS;
- 20 (2) Whether Defendant can meet its burden of showing that it
21 obtained prior express written consent to make such calls;
- 22 (3) Whether Defendant’s conduct was knowing and willful;
- 23 (4) Whether Defendant is liable for damages, and the amount of
24 such damages; and
- 25 (5) Whether Defendant should be enjoined from such conduct in
26 the future.

27 59. The common questions in this case are capable of having common
28 answers. If Plaintiff’s claim that Defendant routinely transmits text messages to

1 telephone numbers assigned to cellular telephone services is accurate, Plaintiff and
2 the Class members will have identical claims capable of being efficiently
3 adjudicated and administered in this case.

4 **TYPICALITY**

5 60. Plaintiff's claims are typical of the claims of the Class members, as
6 they are all based on the same factual and legal theories.

7 **PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

8 61. Plaintiff is a representative who will fully and adequately assert and
9 protect the interests of the Class and has retained competent counsel. Accordingly,
10 Plaintiff is an adequate representative and will fairly and adequately protect the
11 interests of the Class.

12 **PROCEEDING VIA CLASS ACTION IS SUPERIOR AND ADVISABLE**

13 62. A class action is superior to all other available methods for the fair
14 and efficient adjudication of this lawsuit, because individual litigation of the claims
15 of all members of the Class is economically unfeasible and procedurally
16 impracticable. While the aggregate damages sustained by the Class are in the
17 millions of dollars, the individual damages incurred by each member of the Class
18 resulting from Defendant's wrongful conduct are too small to warrant the expense
19 of individual lawsuits. The likelihood of individual Class members prosecuting
20 their own separate claims is remote, and, even if every member of the Class could
21 afford individual litigation, the court system would be unduly burdened by
22 individual litigation of such cases.

23 63. The prosecution of separate actions by members of the Class would
24 create a risk of establishing inconsistent rulings and/or incompatible standards of
25 conduct for Defendant. For example, one court might enjoin Defendant from
26 performing the challenged acts, whereas another may not. Additionally, individual
27 actions may be dispositive of the interests of the Class, although certain class
28 members are not parties to such actions.

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COUNT I
Violations of the TCPA, 47 U.S.C. § 227(b)
(On Behalf of Plaintiff and the Class)

64. Plaintiff re-alleges and incorporates the foregoing allegations as if fully set forth herein.

65. It is a violation of the TCPA to make “any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system ... to any telephone number assigned to a ... cellular telephone service” 47 U.S.C. § 227(b)(1)(A)(iii).

66. Defendant – or third parties directed by Defendant – used equipment having the capacity to dial numbers without human intervention to make non-emergency telephone calls to the cellular telephones of Plaintiff and the other members of the Class defined below.

67. These calls were made without regard to whether or not Defendant had first obtained express permission from the called party to make such calls. In fact, Defendant did not have prior express consent to call the cell phones of Plaintiff and the other members of the putative Class as prior express consent was either never obtained or was revoked at the time Defendant’s calls were made.

68. Defendant has, therefore, violated § 227(b)(1)(A)(iii) of the TCPA by using an automatic telephone dialing system to make non-emergency telephone calls to the cell phones of Plaintiff and the other members of the putative Class without their prior express written consent.

69. Defendant knew that it did not have prior express consent to make these calls and knew or should have known that it was using equipment that at constituted an automatic telephone dialing system. The violations were therefore willful or knowing.

70. As a result of Defendant’s conduct and pursuant to § 227(b)(3) of the TCPA, Plaintiff and the other members of the putative Class were harmed and are

1 each entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and
2 the class are also entitled to an injunction against future calls. *Id.*

3
4 **COUNT II**

5 **Knowing and/or Willful Violation of the TCPA, 47 U.S.C. § 227(b)**
6 **(On Behalf of Plaintiff and the Class)**

7 71. Plaintiff re-alleges and incorporates the foregoing allegations as if
8 fully set forth herein.

9 72. At all times relevant, Defendant knew or should have known that its
10 conduct as alleged herein violated the TCPA.

11 73. Defendant knew that it did not have prior express consent to make
12 these calls and knew or should have known that its conduct was a violation of the
13 TCPA.

14 74. Because Defendant knew or should have known that Plaintiff and
15 Class Members had not given prior express consent to receive its autodialed calls
16 at the time Defendant’s calls were made, the Court should treble the amount of
17 statutory damages available to Plaintiff and the other members of the putative
18 Class pursuant to § 227(b)(3) of the TCPA.

19 75. As a result of Defendant’s violations, Plaintiff and the Class Members
20 are entitled to an award of \$1,500.00 in statutory damages, for each and every
21 violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

22
23 **COUNT III**

24 **Violation of the TCPA, 47 U.S.C. § 227**
25 **(On Behalf of Plaintiff and the Do-Not-Call Registry Class)**

26 76. Plaintiff repeats and incorporates the foregoing allegations as if fully
27 set forth herein.

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1 77. The TCPA’s implementing regulation, 47 C.F.R. § 64.1200(c),
2 provides that “[n]o person or entity shall initiate any telephone solicitation” to “[a]
3 residential telephone subscriber who has registered his or her telephone number on
4 the national do-not-call registry of persons who do not wish to receive telephone
5 solicitations that is maintained by the federal government.”

6 78. 47 C.F.R. § 64.1200(e), provides that § 64.1200(c) and (d) “are
7 applicable to any person or entity making telephone solicitations or telemarketing
8 calls to wireless telephone numbers.”¹

9 79. Any “person who has received more than one telephone call within
10 any 12-month period by or on behalf of the same entity in violation of the
11 regulations prescribed under this subsection may” may bring a private action based
12 on a violation of said regulations, which were promulgated to protect telephone
13 subscribers’ privacy rights to avoid receiving telephone solicitations to which they
14 object. 47 U.S.C. § 227(c).

15 80. Defendant violated 47 C.F.R. § 64.1200(c) by initiating, or causing to
16 be initiated, telephone solicitations to telephone subscribers such as Plaintiff and
17 the Do-Not-Call Registry Class members who registered their respective telephone
18 numbers on the National Do-Not-Call Registry, a listing of persons who do not
19 wish to receive telephone solicitations that is maintained by the federal
20 government.

21 81. Defendant violated 47 U.S.C. § 227(c)(5) because Plaintiff and the
22 Do-Not-Call Registry Class received more than one telephone call in a 12-month
23 period made by or on behalf of Defendant in violation of 47 C.F.R. § 64.1200, as
24 described above. As a result of Defendant’s conduct as alleged herein, Plaintiff and
25 the Do-Not-Call Registry Class suffered actual damages and, under section 47
26

27 ¹ *Rules and Regulations Implementing the Telephone Consumer Protection Act of*
28 *1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003)
Available at https://apps.fcc.gov/edocs_public/attachmatch/FCC-03-153A1.pdf

1 U.S.C. § 227(c), are entitled, *inter alia*, to receive up to \$500 in damages for such
2 violations of 47 C.F.R. § 64.1200.

3 82. To the extent Defendant’s misconduct is determined to be willful and
4 knowing, the Court should, pursuant to 47 U.S.C. § 227(c)(5), treble the amount of
5 statutory damages recoverable by the members of the Do Not Call Registry Class.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff, individually and on behalf of the Classes, prays
8 for the following relief:

9 a) An order certifying this case as a class action on behalf of the
10 Classes as defined above, and appointing Plaintiff as the representative of the
11 Classes and his counsel as Class Counsel;

12 a) An award of statutory damages;

13 b) Costs of suit;

14 c) Reasonable attorneys’ fees pursuant to, *inter alia*, the common fund
15 doctrine;

16 d) An order declaring that Defendant’s actions, as set out above,
17 violate the TCPA;

18 e) A declaratory judgment that Defendant’s telephone calling
19 equipment constitutes an automatic telephone dialing system under the TCPA;

20 f) An injunction requiring Defendant to cease all unsolicited text
21 messaging activity, and to otherwise protect the interests of the Classes;

22 g) An injunction prohibiting Defendant from using, or contracting the
23 use of, an automatic telephone dialing system without obtaining, recipient’s
24 consent to receive calls made with such equipment; and

25 h) Such further and other relief as the Court deems necessary.

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TRIAL BY JURY

83. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: November 14, 2019

Respectfully submitted,

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By: /s/ Abbas Kazerounian
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