

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

JACQUELINE BARNEY, individually and on  
behalf of all other similarly situated,

Plaintiff,

v.

GRAND CARIBBEAN CRUISES, INC.,

Defendant.

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**CASE NO.:**

**CLASS ACTION**

**DEFENDANT’S NOTICE OF REMOVAL**

Defendant GRAND CARIBBEAN CRUISES, INC. (“GCC”), pursuant to 28 U.S.C. §§ 1331, 1332(d), 1441(a), and 1446, with full reservation of all defenses, hereby removes this action from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida to the United States District Court for the Southern District of Florida. In support of this Notice of Removal, GCC states as follows:

**I. Background**

1. On or about June 30, 2021, Plaintiff Jacqueline Barney filed a Class Action Complaint (the “Complaint”) against Defendant. A true and correct copy of the Complaint and Summons purported to have been served upon Defendant is attached hereto as Exhibit A.

2. The suit arises from alleged telephone calls to Plaintiff’s cellular telephone that Plaintiff alleges were initiated in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”).

3. Per a Return of Service filed on July 7, 2021, Plaintiff purports that on July 7, 2021, Defendant’s registered agent was served with the Complaint and Summon.

4. Defendant now timely removes this action to this Court.

## **II. Bases for Jurisdiction**

### **A. Federal Question Jurisdiction**

5. This Court has jurisdiction over this removed action pursuant to 28 U.S.C. §§ 1331, 1332(d), and 1441(a). The sole claim, which is asserted under the TCPA, could have been originally filed in this Court pursuant to 28 U.S.C. § 1331, as this Court has original jurisdiction over all civil actions arising under the “Constitution, laws, or treaties of the United States.”

6. Plaintiff’s Complaint attempts to assert violations of a federal law, namely the TCPA. *See generally* Ex. A. The Supreme Court of the United States in *Mims v. Arrow Financial Services LLC*, 565 U.S. 368 (2012), addressed the issue of whether the federal district courts have jurisdiction over TCPA claims, holding that such a claim is, in fact, one that “arises under” the laws of the United States.

7. Indeed, pursuant to 28 U.S.C. § 1441(a), “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

8. This Court thus has federal question jurisdiction.

### **B. CAFA Jurisdiction**

9. This putative class action is also within the Court’s original jurisdiction pursuant to the Class Action Fairness Act (“CAFA”). *See* Pub. L. No. 109–2, 119 Stat. 4 (codified at 28 U.S.C. §§ 1332(d), 1453, 1711-1715).

10. The Supreme Court has instructed that “no antiremoval presumption attends cases invoking CAFA.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 547 U.S. 81, 89 (2014).

Rather, CAFA’s “provisions should be read broadly, with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant.” *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 912 (11th Cir. 2014) (quoting S. Rep. No. 109–14, p. 43, as reprinted in 2005 U.S.C.C.A.N. 3, 41). *See also Evans v. Walter Indus., Inc.*, 449 F.3d 1159, 1163 (11th Cir. 2006) (“CAFA’s language favors federal jurisdiction over class actions”).

11. Under 28 U.S.C. § 1332(d), federal district courts have “original jurisdiction” over civil class action lawsuits when three requirements are met: “(1) any member of the plaintiff class is a citizen of a state different from the state of citizenship of any defendant, (2) the aggregate amount in controversy exceeds \$5 million, and (3) the proposed plaintiff class contains at least 100 members.” *Dudley*, 778 F.3d at 911 (emphasis omitted) (citing 28 U.S.C. § 1332(d)(2), (5), (6)). Each of these requirements is satisfied here.

12. The first requirement – referred to as minimal diversity of citizenship – is satisfied by the Complaint’s allegations about Plaintiff and GCC. Plaintiff alleges she is “a citizen of Missouri,” while she alleges GCC is “a Florida corporation . . . that maintains its primary place of business and is headquartered in Broward County, Florida.” Compl. at ¶¶ 5 & 6. In any event, the allegation of a nationwide class readily satisfies this requirement. *See id.* at ¶ 24.

13. The requirement of at least 100 putative class members is also satisfied. The Complaint alleges that “Plaintiff . . . believes the Class members number in the *several* thousands, *if not more.*” *Id.* at ¶ 25 (emphases added). “Several” is defined as “more than one or two but not a lot.” Black’s Law Dictionary (11th ed. 2019). An alleged putative class of at least three thousand persons certainly exceeds the requirement of 100 members.

14. As for the aggregate amount in controversy, the Complaint alleges that “Plaintiff and the other members of the putative Class were harmed and are each entitled to a minimum of

\$500.00 in damages for each violation.” Compl. at ¶ 40. The TCPA permits an award of statutory damages of \$500 for each violation. *See* 47 U.S.C. § 227(b)(3)(B). In addition, “[i]f the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times” that amount, *i.e.*, up to \$1,500.00. *Id.* at § 227(b)(3)(C). Pursuant to that provision, Plaintiff demands that the Court “treble the amount of statutory damages available to plaintiff and members of the putative Class . . . .” Compl. at ¶ 41 (emphasis added).<sup>1</sup> Trebled damages under the TCPA “are included in calculating the amount in controversy at issue.” *M.P.G. Tent Rentals, Inc. v. Wasatch Tees of Atlanta, Inc.*, No. 2:08-CV-02218-LSC, 2009 WL 10688841, \*2 (N.D. Ala. Feb. 26, 2009). *See also, e.g., Gene And Gene LLC v. BioPay LLC*, 541 F.3d 318, 324 (5th Cir. 2008) (“Given the possibility of treble damages under the TCPA, . . . the aggregate amount in controversy exceeds \$5 million . . .”).

15. If each of the at least 3,000 alleged class members – “if not more” – received only one telephone call in violation of the TCPA, that alone would mean an amount in controversy of \$4.5 million. If only one in six class members received *two* such telephone calls, as Plaintiff alleges was the case with her, that would result in an amount in controversy of \$5.25 million.<sup>2</sup> Alternatively, Plaintiff’s allegation a class of in the “*several* thousands, *if not more*,” (Compl. at ¶ 25 (emphasis added)), fairly invokes a class of at least 3,334 people required to reach the \$5 million amount in controversy threshold if it is assumed that each putative class member received

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<sup>1</sup> More specifically, the TCPA provides a plaintiff with the right to recover actual or statutory damages of \$500, “whichever is greater.” 47 U.S.C. § 227(b)(3)(C). Plaintiff’s Complaint asserts a claim on behalf of her and the putative class as to both types of damages, presumably depending upon which amount is greater per claim.

<sup>2</sup> The math is as follows: 500 class members x \$1,500 per telephone call x 2 telephone calls = \$1.5 million; 2,500 class members x \$1,500 per telephone call x 1 telephone call = \$3.75 million, for a total of \$5.25 million.

only one telephone call at issue in this case.

16. Moreover, Plaintiff seeks, individually and on behalf of the “several thousands, if not more,” (*id.*), members of the class an “injunction prohibiting Defendant from using an artificial or prerecorded voice to contact telephone numbers without the prior express consent of the called party.” *Id.* at ¶ 41(b). *See also id.* at ¶¶ 4, 40. “The value of injunctive or declaratory relief for amount in controversy purposes is the monetary value of the object of the litigation that would flow to the plaintiffs if the injunction were granted.” *Leonard v. Enter. Rent a Car*, 279 F.3d 967, 973 (11th Cir. 2002). Here, the object of the injunction is to avoid being bothered by prerecorded voice message telephone calls to which the called party did not consent. While likely not sufficient on its own for each of the “several thousands, if not more,” of putative class members to satisfy the \$5 million threshold, it would not be speculative to assign a value to the requested permanent injunctive relief of \$166.67 to each of the at least 3,000 putative class members to be valued at \$500,000.00, which, when combined with the damages value set forth above, combines for at least \$5 million.

17. In this connection, “when a district court can determine, relying on its judicial experience and common sense, that a claim satisfies the amount-in-controversy requirement, it need not give credence to a plaintiff’s representation that the value of the claim is indeterminate.” *Roe v. Michelin N. Am., Inc.*, 613 F.3d 1058, 1064 (11th Cir. 2010). The district court can also rely upon “reasonable deductions, reasonable inferences, or other reasonable extrapolations from the pleadings” in determining that it is “facially apparent that a case is removable.” *Id.* at 1061-62.

18. Here, Plaintiff herself alleges that she received multiple telephone calls. The Court can rely upon its judicial experience and common sense to find by a preponderance of the evidence

that Plaintiff’s alleged “experiences” in that regard, (Compl. at 1), are not unique – indeed, Plaintiff alleges the class members are similarly situated to her and her claims are typical of theirs, (*id.* at ¶¶ 24 & 30) – and many of the members of the class, certainly at least one-sixth of the alleged putative class, more likely than not similarly received more than one telephone call like what is put at issue by the Complaint.

**C. Subject-Matter Jurisdiction**

19. Furthermore, this action is within the Court’s subject-matter jurisdiction because Plaintiff’s allegations in the Complaint suffice to allege standing, including injury in fact, under Article III of the United States Constitution. *See Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (U.S. 2016).

20. The Eleventh Circuit has “agree[d]” “that the receipt of a single unsolicited call to a cell phone and a voicemail recording constitute[s] an injury in fact.” *Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1270 (11th Cir. 2019) (citing *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351-52 (3d Cir. 2017)). The Eleventh Circuit reasoned that “Congress identified telemarketing as a potentially ‘intrusive invasion of privacy,’ suggesting to us that Congress considered the receipt of an unwanted telemarketing call to be a real injury.” *Id.* (quoting Pub. L. No. 102–243, § 2, 105 Stat. 2394, 2394 (1991)). *See also id.* (“[A] phone call intrudes upon the seclusion of the home, fully occupies the recipient’s device for a period of time, and demands the recipient’s immediate attention. While those injuries might not be significant in the grand scheme of things, they are sufficiently concrete and particularized for Article III standing.”).

21. Plaintiff in fact makes numerous allegations of the actual harm and concrete injury she claims she suffered “[a]s a result of Defendant’s conduct,” including that “Plaintiff and the other members of the Class were harmed and are each entitled to a minimum of \$500.00 in

damages for each violation” as well as “an injunction against future calls.” Compl. at ¶ 40. Plaintiff also alleges that the telephone calls at issue to her “resulted in the invasion of privacy, harassment, aggravation, and disruption of [her] daily life . . . .” *Id.* at ¶ 4. Plaintiff further alleges that Defendant’s purported conduct “caused Plaintiff actual harm, including invasion of her privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendant’s calls also inconvenienced Plaintiff and caused disruption to her daily life. Defendant’s call rendered Plaintiff’s cellular telephone inoperable for other uses while she was listening to Defendant’s unsolicited message.” *Id.* at ¶ 23.

22. Moreover, although receipt of one unwanted telephone call of the type Plaintiff alleges is “sufficiently concrete and particularized for Article III standing,” (*Cordoba*, 942 F.3d at 1270), Plaintiff’s TCPA claim is based upon the alleged receipt of *multiple* telephone calls from Defendant, what Plaintiff refers to as her “own . . . experiences,” plural. Compl. at 1. Indeed, Plaintiff alleges that “Defendant’s prerecorded voice calls” – plural – “constitutes telemarketing because the purpose of the messages” – plural – “was to encourage Plaintiff to book a cruise vacation through Defendant.” *Id.* at ¶ 17. She also squarely alleges that she suffered “actual harm” because, among other things, “Defendant’s calls” – plural – “also inconvenienced Plaintiff and caused disruption to her daily life.” *Id.* at ¶ 23.

### **III. Notice Given**

23. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be promptly served on Plaintiff, and a copy will be promptly filed with the Clerk of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. Defendant will file a certificate with the clerk of the court showing proof of service of all notices and filings with the clerk of the state court.

**IV. Removal is Timely Filed**

24. This Notice has been timely filed within thirty (30) days that Defendant was purportedly served with the Summons and Complaint on July 7, 2021, as required by 28 U.S.C. § 1446(b)(2).

**V. Pleadings and Process**

25. As required by 28 U.S.C. § 1446(a), copies of all state court process and pleadings are attached to this Notice of Removal as Exhibit B.

**VI. Venue**

26. Pursuant to 28 U.S.C. § 1441(a), venue in this District Court is proper for purposes of removal because this action is currently pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, which is in same District as the United States District Court for the Southern District of Florida.

**VII. Non-Waiver of Defenses**

27. Nothing in this Notice shall be interpreted as a waiver or relinquishment of GCC's rights to assert any defense or affirmative matter, including, without limitation, motions to dismiss pursuant to Federal Rule of Civil Procedure 12.

ACCORDINGLY, pursuant to 28 U.S.C. §§ 1331, 1332(d), 1441(a), and 1446 this Court has jurisdiction over this matter, and Defendant Grand Caribbean Cruises, Inc. hereby removes this action from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida to this Court.

Dated: July 29, 2021

Respectfully submitted,

By: /s/ Roy Taub  
JEFFREY A. BACKMAN  
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**CERTIFICATE OF SERVICE**

I hereby certify that, on July 29, 2021, a true and correct copy of the foregoing document was forwarded to all counsel of record in compliance with the Federal Rules of Civil Procedure.

By: /s/ Roy Taub  
ROY TAUB

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL  
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA**

Case No.

JACQUELINE BARNEY,  
*individually and on behalf of all others  
similarly situated,*

Plaintiff,

vs.

GRAND CARIBBEAN CRUISES, INC.,

Defendant.

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**CLASS ACTION**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Jacqueline Barney brings this class action against Defendant Grand Caribbean Cruises, Inc., and alleges as follows upon personal knowledge as to Plaintiff and Plaintiff's own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

**NATURE OF THE ACTION**

1. This is a putative class action under the 47 U.S.C. § 227 *et seq.*, the Telephone Consumer Protection Act ("TCPA").
2. Defendant owns and/or operates a vacation marketing and sales business.<sup>1</sup>
3. To promote its business, Defendant sends prerecorded voice messages to the cellular telephones of consumers without consent to do so.
4. Through this action, Plaintiff seeks injunctive relief to halt Defendant's unlawful conduct, which has resulted in the invasion of privacy, harassment, aggravation, and disruption of the daily life of thousands of individuals. Plaintiff also seeks statutory damages on behalf of

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<sup>1</sup> www.Gccvacation.com and www.grandcarribeancruises.com

herself and Class Members, as defined below, and any other available legal or equitable remedies resulting from the unlawful actions of Defendant.

5. Plaintiff is, and at all times relevant hereto was, an individual and a “person” as defined by 47 U.S.C. § 153(39), a citizen of Missouri.

6. Defendant is, and at all times relevant hereto was, a Florida corporation and a “person” as defined by 47 U.S.C. § 153(39) that maintains its primary place of business and is headquartered in Broward County, Florida. Defendant directs, markets, and provides business activities throughout the State of Florida.

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$30,000 exclusive of interest, costs, and attorney’s fees.

8. Defendant is subject to general jurisdiction in Florida because this suit arises out of and relates to Defendant’s significant contacts with this State and Defendant is a Florida corporation.

9. Venue for this action is proper in this Court because Defendant’s principal address is in Broward County, Florida.

### **THE TELEPHONE CONSUMER PROTECTION ACT**

10. The TCPA prohibits: (1) any person from calling a telephone number; (2) using a prerecorded message; (3) without the recipient’s prior express consent. 47 U.S.C. § 227(b)(1)(A).

11. The TCPA exists to prevent communications like the ones described within this Complaint. *See Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 744 (2012).

12. In an action under the TCPA, a plaintiff must show only that the defendant “called

a number assigned to a cellular telephone service using an automatic dialing system or prerecorded voice.” *Breslow v. Wells Fargo Bank, N.A.*, 857 F. Supp. 2d 1316, 1319 (S.D. Fla. 2012), *aff’d*, 755 F.3d 1265 (11th Cir. 2014).

13. The Federal Communications Commission (“FCC”) is empowered to issue rules and regulations implementing the TCPA. According to the FCC’s findings, calls in violation of the TCPA are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls, and such calls can be costly and inconvenient. The FCC also recognized that wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.

14. A defendant must demonstrate that it obtained the plaintiff’s prior express consent. *See In the Matter of Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 30 FCC Rcd. 7961, 7991-92 (2015) (requiring express consent “for non-telemarketing and non-advertising calls”).

### **FACTS**

15. On or about January 28, 2021, Defendant called Plaintiff’s cellular telephone number ending in 6225 (the “6225 Number”) using a prerecorded voice message.

16. When Plaintiff listened to the prerecorded message, she was easily able to determine that it was prerecorded. *Rahn v. Bank of Am.*, No. 1:15-CV-4485-ODE-JSA, 2016 U.S. Dist. LEXIS 186171, at \*10-11 (N.D. Ga. June 23, 2016) (“When one receives a call, it is a clear-cut fact, easily discernible to any lay person, whether or not the recipient is speaking to a live humanbeing, or is instead being subjected to a prerecorded message.”).

17. Defendant’s prerecorded voice calls constitutes telemarketing because the purpose of the messages was to encourage Plaintiff to book a cruise vacation through Defendant.

18. Specifically, the prerecorded message stated that “Richard” was calling to offer

Plaintiff a “Bahamas Dream Cruise”. The message also provided the telephone number “833-548- 0479” to call Defendant back.

19. The prerecorded message came from the telephone number 417-212-5960 which upon information and belief is a telephone number owned and/or operated by or on behalf of Defendant.

20. Upon information and belief, Defendant caused other prerecorded messages to be sent to individuals residing within this judicial circuit.

21. Plaintiff never gave Defendant her prior express written consent to call her on her cellular telephone utilizing a prerecorded voice message.

22. Plaintiff is the sole user and/or subscriber of the 6225 Number.

23. Defendant’s unsolicited call caused Plaintiff actual harm, including invasion of her privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendant’s calls also inconvenienced Plaintiff and caused disruption to her daily life. Defendant’s call rendered Plaintiff’s cellular telephone inoperable for other uses while she was listening to Defendant’s unsolicited message.

### **CLASS ALLEGATIONS**

#### **PROPOSED CLASS**

24. Plaintiff brings this lawsuit as a class action on behalf of herself individually and on behalf of all other similarly situated persons as a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3). The “Class” that Plaintiff seeks to represent is comprised of class and defined as:

**All persons within the United States who, within the four years prior to the filing of this Complaint, received a prerecorded voice call on their telephone from Defendant or anyone on Defendant’s behalf, promoting and/or advertising Defendant’s goods and/or services.**

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

**NUMEROSITY**

26. Upon information and belief, Defendant has placed prerecorded calls to telephone numbers belonging to thousands of consumers throughout the United States without their prior express consent. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

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

**COMMON QUESTIONS OF LAW AND FACT**

28. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are: [1] Whether Defendant made non-emergency calls to Plaintiff and Class members' telephones using a prerecorded message; [2] Whether Defendant can meet its burden of showing that it had express written consent to make such calls; [3] Whether Defendant's conduct was knowing and willful; [4] Whether Defendant is liable for damages, and the amount of such damages; and [5] Whether Defendant should be enjoined from such conduct in the future.

29. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely transmits prerecorded calls to telephone numbers, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated

and administered in this case.

**TYPICALITY**

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

**PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

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

**SUPERIORITY**

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

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

**COUNT I**  
**VIOLATION OF 47 U.S.C. § 227(b)**  
*Individually and on behalf of the Class*



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

35. 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 or an artificial or prerecorded voice ... to any telephone number assigned to a ... cellular telephone service ....” 47 U.S.C. § 227(b)(1)(A)(iii), and “to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party...” 47 U.S.C. § 227(b)(1)(B).

36. Defendant transmitted calls using an artificial or prerecorded voice to the telephone numbers of Plaintiff and members of the putative class.

37. These calls were made without regard to whether Defendant had first obtained express permission from the called party to make such calls. In fact, Defendant did not have prior express written consent to call the telephones of Plaintiff and the other members of the putative Class when its calls were made.

38. Defendant has, therefore, violated § 227(b)(1)(A)(iii) and § 227(b)(1)(B) of the TCPA by using an artificial or prerecorded voice to make non-emergency telephone calls to the telephones of Plaintiff and the other members of the putative Class without their prior express consent.

39. Defendant knew that it did not have prior express consent to make these calls and knew, or should have known, that it was using an artificial or prerecorded voice. The violations were therefore willful or knowing.

40. 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 each entitled to a

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

41. Because Defendant knew or should have known that Plaintiff and the other members of the putative Class had not given prior express consent to receive its prerecorded calls to their telephones, the Court should treble the amount of statutory damages available to Plaintiff and members of the putative Class, pursuant to § 227(b)(3) of the TCPA.

**WHEREFORE**, Plaintiff on behalf of herself and the other members of the Class, pray for the following relief:

a. A declaration that Defendant's practices described herein violate the Telephone Consumer Protection Act, 47 U.S.C. § 227;

b. An injunction prohibiting Defendant from using an artificial or prerecorded voice to contact telephone numbers without the prior express permission of the called party;

c. An award of actual and statutory damages; and

d. Such further and other relief the Court deems reasonable and just.

**JURY DEMAND**

Plaintiff, individually and on behalf of the Class, hereby demand a trial by jury.

**DOCUMENT PRESERVATION DEMAND**

Plaintiff demands that Defendant takes affirmative steps to preserve all records, lists, electronic databases or other itemization of telephone numbers associated with Defendant and the communication or transmittal of the calls as alleged herein.

DATED: June 30, 2021

Respectfully submitted,

**HIRALDO P.A.**

/s/ Manuel S. Hiraldo

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Grand Caribbean Cruises Hit with Class Action Over Alleged Robocalls](#)

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