

1 Frank S. Hedin
HEDIN HALL LLP
2 1395 Brickell Avenue, Ste 1140
Miami, Florida 33131
3 Telephone: + 1 (305) 357-2107
Facsimile: + 1 (305) 800-2201
4 Email: fhedin@hedinhall.com

5 *Counsel for Plaintiff and the Putative Class*

6 UNITED STATES DISTRICT COURT
7 DISTRICT OF ARIZONA
8

9 SHELI BITTNER, individually and on
behalf of all others similarly situated,

10 Plaintiff,

11 v.

12 FRANCHISE WORLD
13 HEADQUARTERS, LLC; DOCTOR'S
ASSOCIATES LLC; and SUBWAY
14 FRANCHISEE ADVERTISING FUND
TRUST, LTD,

15 Defendants.
16

Case No. _____

CLASS ACTION

CLASS ACTION COMPLAINT

17 Plaintiff Sheli Bittner, individually and on behalf of all others similarly situated,
18 complains and alleges as follows based on personal knowledge as to herself, on the
19 investigation of her counsel, and on information and belief as to all other matters.
20 Plaintiff believes that substantial evidentiary support exists for the allegations set forth
21 in this complaint, and that a reasonable opportunity for discovery will reveal such
22 evidence.
23
24

NATURE OF ACTION

1
2 1. Plaintiff brings this Class Action Complaint for legal and equitable
3 remedies resulting from the illegal actions of Franchise World Headquarters, LLC,
4 Doctor’s Associates LLC, and Subway Franchisee Advertising Fund Trust, Ltd
5 (collectively, “Defendants”) in sending automated text message advertisements to her
6 cellular telephone and the cellular telephones of numerous other individuals across the
7 country, in clear violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227
8 (“TCPA”).

JURISDICTION AND VENUE

9
10 2. The Court has subject-matter jurisdiction over this action pursuant to 28
11 U.S.C. § 1331 and 47 U.S.C. § 227.

12 3. Personal jurisdiction and venue are proper because all of the SMS text
13 messages at issue in this case, sent to Plaintiff and all members of the proposed Class,
14 were transmitted by Defendants or by non-party Mobivity Holdings Corp. on
15 Defendants’ behalf from within this District, because the automated dialing systems
16 used to transmit such messages were (and still are) maintained and operated by
17 Mobivity Holdings Corp., on Defendants’ behalf and under Defendants’ control and
18 direction, from Mobivity’s Chandler, Arizona headquarters.

PARTIES

19
20 4. Plaintiff is an individual and a “person” as defined by 47 U.S.C. § 153(39).
21 Plaintiff is a resident and citizen of Zephyrhills, Florida.

22 5. Defendants Doctor’s Associates LLC, Subway Franchisee Advertising
23 Fund Trust, Ltd, and Franchise World Headquarters, LLC collectively own, operate,
24

1 oversee, and control the “Subway” brand of restaurants for the United States.
2 Defendant Doctor’s Associates LLC maintains its corporate headquarters in Doral,
3 Florida, and Defendants Subway Franchisee Advertising Fund Trust, Ltd and Franchise
4 World Headquarters, LLC maintain their corporate headquarters in Milford,
5 Connecticut. Each of the Defendants is a “person” as defined by 47 U.S.C. § 153(39).

6 6. Defendant Doctor’s Associates LLC is the franchisor of the Subway brand
7 for the United States. Defendant Doctor’s Associates LLC controls and directs the
8 marketing, advertising, and other business functions of Defendants Franchise World
9 Headquarters, LLC and Defendant Subway Franchisee Advertising Fund Trust, Ltd.

10 7. Defendant Subway Franchisee Advertising Fund Trust, Ltd is a provider
11 of restaurant services, including advertising services, for the Subway brand in the
12 United States. Defendant Subway Advertising Fund Trust Ltd operates under the
13 control and direction of Defendant Doctor’s Associates LLC.

14 8. Defendant Franchise World Headquarters, LLC operates and franchises
15 Subway restaurants in the United States. Defendant Franchise World Headquarters,
16 LLC operates under the control and direction of Defendant Doctor’s Associates LLC
17 and Defendant Subway Franchisee Advertising Fund Trust, Ltd.

18 9. Non-party Mobivity Holdings Corp. (“Mobivity”) is a Delaware
19 corporation that maintains its corporate headquarters and principal place of business in
20 Chandler, Arizona. Mobivity “is in the business of developing and operating
21 proprietary platforms over which brands and enterprises can conduct national and
22 localized, data-driven marketing campaigns. [Mobivity’s] proprietary platforms,
23 consisting of software available to phones, tablets, PCs, and Point-of-Sale (‘POS’)
24

1 systems, allow resellers, brands and enterprises to market their products and services
2 to consumers through text messages sent directly to the consumers via mobile phones,
3 mobile smartphone applications, and dynamically printed receipt content. [Mobivity]
4 generate[s] revenue by charging the resellers, brands and enterprises a per-message
5 transactional fee, through fixed or variable software licensing fees, or via advertising
6 fees. [Mobivity] help[s] personal care, restaurant and retail brands realize their strategy
7 of growing their business by increasing customer frequency, engagement and spend.
8 Mobivity's analytics services and products provide solutions that allow brands to take
9 validated marketing actions across all channels, based on real customer behavior to
10 create personalized, relevant, localized and targeted campaigns. With national clients
11 such as Subway, Sonic, Chick-fil-A, and Baskin-Robbins, Mobivity's goal is to unlock
12 the power of internal and external customer data to create a system that provides data
13 driven insight to continually adapt and enhance communications with customers."¹
14 Mobivity operates and maintains the proprietary platforms described above, including
15 its automated dialing equipment and related systems used transmit SMS text messages
16 on behalf of its clients, including the text messages at issue in this case transmitted by
17 Mobivity on Defendants' behalf via the SMS short-code number 782929², from its
18 corporate headquarters and principal place of business in Chandler, Arizona.

19 _____
20 ¹ Form 10-K for Mobivity Holdings Corp. for the fiscal year ending December 31,
21 2018, filed with Securities and Exchange Commission on April 15, 2019, at 1,
22 *available at* https://ir.mobivity.com/annual-reports/content/0001445866-19-000425/mfon_10k.htm (last accessed January 30, 2020).

23 ² Mobivity Terms and Conditions, Mobivity Holdings Corp., available at
24 <https://www.mobivity.com/content-and-resources/terms/> (last accessed January 30, 2020) (identifying, inter alia, "782929" as an SMS short-code number operated and maintained by Mobivity on its clients' behalf).

1 10. Thus, acting in concert with one another, Defendants collectively oversee,
2 maintain, and operate the consumer text-message marketing program for the “Subway”
3 brand, including the content programming, initiation and making, and transmission of
4 SMS text messages to consumers from the SMS short code 782929, via dialing
5 technology located, maintained, and operated by Defendants or by Mobivity on their
6 behalf at Mobivity’s headquarters in Chandler, Arizona.³

7 **THE TELEPHONE CONSUMER PROTECTION ACT OF 1991**

8 11. In 1991, faced with a national outcry over the volume of robocalls being
9 received by American consumers, Congress enacted the TCPA to address certain abuse
10 telecommunications practices.

11 12. The TCPA prohibits, *inter alia*, making any telephone call to a cellular
12 telephone using a “prerecorded or artificial voice” or an “automatic telephone dialing
13 system” (“ATDS” or “autodialer”) absent an emergency purpose or the “express
14 consent” of the party called. The TCPA further provides that any text message
15 constituting an “advertisement” or “telemarketing” message within the meaning of the
16 TCPA requires the sender to acquire the recipient’s “prior express written consent”
17 before initiating such a message via an autodialer.

18
19 _____
20 ³ “Web Site Terms of Use,” Subway.com, “last revised” January 1, 2020,
21 available at <https://www.subway.com/en-US/Legal/TermsOfUse> (last accessed
22 January 30, 2020) (“IMPORTANT: THESE TEXT MESSAGING TERMS OF USE
23 APPLY ONLY IF YOU HAVE OPTED TO RECEIVE TEXT MESSAGES FROM
24 FRANCHISE WORLD HEADQUARTERS, LLC on behalf of Doctor’s Associates
LLC, (‘DAL’), the franchisor of the Subway® brand for the USA, and Subway
Franchisee Advertising Fund Trust, Ltd. the advertiser for the Subway® brand in the
USA, (‘we’ or ‘us’).);

1 13. According to findings by the Federal Communication Commission
2 (“FCC”), which is vested with authority to issue regulations implementing the TCPA,
3 autodialed calls and text messages are prohibited because receiving them is a greater
4 nuisance and more invasive than receiving live or manually dialed telephone
5 solicitations. The FCC also recognized that wireless customers are charged for such
6 incoming calls and texts whether they pay in advance or after the minutes are used.
7 Moreover, because cellular telephones are carried on their owners’ persons, unsolicited
8 calls and texts transmitted to such devices via an autodialer are distracting and
9 aggravating to their recipients and intrude upon their recipients’ seclusion.

10 14. To state a cause of action for violation of the TCPA, a plaintiff need only
11 set forth allegations demonstrating that the defendant “called a number assigned to a
12 cellular telephone service using an automatic dialing system or prerecorded voice.”
13 *Breslow v. Wells Fargo Bank, N.A.*, 857 F. Supp. 2d 1316, 1319 (S.D. Fla. 2012), *aff’d*,
14 755 F.3d 1265 (11th Cir. 2014).

15 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

16 15. Plaintiff was at all times mentioned herein the subscriber of the cellular
17 telephone number (813) ***-0316 (the “0316 Number”). The 0316 Number is, and at
18 all times mentioned herein was, assigned to a cellular telephone service as specified in
19 47 U.S.C. § 227(b)(1)(A)(iii).

20 16. During the preceding four years, Defendants transmitted, by themselves
21 or through an intermediary or intermediaries, multiple text messages to Plaintiff’s 0316
22 Number and at least one text message (that was identical to or substantially the same
23 as those received by Plaintiff) to each member of the putative Class. All of the subject
24

1 text messages sent to Plaintiff and the members of the putative Class constituted
2 “advertisements” or “telemarketing” messages within the meaning of the TCPA and its
3 implementing regulations because each such message was aimed at promoting the
4 commercial availability of Defendants’ products and services and ultimately selling
5 such products and services. Defendants offered such products and services for sale to
6 Plaintiff and the members of the putative class for the purpose of deriving commercial
7 profit from the purchase of any such products or services ultimately made by Plaintiff.

8 17. All of the subject text messages received by Plaintiff and the members of
9 the putative Class were transmitted by or on behalf of Defendants without the requisite
10 prior “express written consent” of Plaintiff or any member of the putative Class.

11 18. For example, on or about January 15, 2020, Defendants transmitted or
12 caused to be transmitted, by themselves or through an intermediary or intermediaries,
13 and without Plaintiff’s prior “express written consent,” a text message to the 0316
14 Number that stated as follows:

15 Get 3 Footlongs for \$18, after 4pm @SUBWAY. Extras
16 more.* Excludes Ultimate subs. Exp 1/21:
<https://sbwy.us/cks55t77zpf> HELP/STOP call 8447887525

17 The link in the above-depicted text message redirected to a website operated and
18 maintained by or on behalf of Defendants, where Defendants sell their products and
19 services to consumers for commercial profit.

20 19. Each unsolicited text message sent by or on behalf of Defendants to
21 Plaintiff’s 0316 Number originated from the telephone number 782929, which is a
22 dedicated SMS short code leased or owned by Mobivity on behalf of Defendants that
23 Defendants use to transmit text messages to consumers *en masse*, in an automated
24

1 fashion and without human intervention, using dialing technology operated and
2 maintained by Mobivity on Defendants' behalf at Mobivity's headquarters in Chandler,
3 Arizona.

4 20. Because Plaintiff's cellular phone alerts her whenever she receives a text
5 message, each unsolicited text message transmitted by or on behalf of Defendants to
6 Plaintiff's 0316 Number invaded Plaintiff's privacy and intruded upon Plaintiff's
7 seclusion upon receipt.

8 21. All telephone contact by Defendants or affiliates, subsidiaries, or agents
9 of Defendants to Plaintiff's 0316 Number and to the numbers belonging to the unnamed
10 Class members occurred using an "automatic telephone dialing system" as defined by
11 47 U.S.C. § 227(b)(1)(A). Specifically, Defendants utilized an "automatic telephone
12 dialing system" because all such text messages were sent from a dedicated SMS short
13 code used for the exclusive purpose of transmitting text messages to consumers *en*
14 *masse*; because the subject text messages contained the same or substantially the same
15 generic, pro forma content; because the dialing equipment utilized by or on behalf of
16 Defendants to send such messages includes features substantially similar to a predictive
17 dialer, inasmuch as it is capable of making or initiating numerous calls or texts
18 simultaneously (all without human intervention); and because the hardware and
19 software used by or on behalf of Defendants to make or initiate such messages have
20 the capacity to store, produce, and dial random or sequential numbers, and to receive
21 and store lists of telephone numbers, and to then dial such numbers, *en masse*, in an
22 automated fashion without human intervention.

1 22. And indeed, Defendants actually transmitted the text messages at issue in
2 this case to Plaintiff and all other putative Class members in an automated fashion and
3 without human intervention, with hardware and software that received and stored
4 telephone numbers and then automatically dialed such numbers. In fact, on both
5 Mobivity’s and Defendants’ websites, the companies describe Defendants’ text
6 messages sent from the SMS short-code number 782929 as “autodialed ads and other
7 marketing messages” that are “from Subway.”⁴

8 23. Neither Plaintiff, nor any other member of the putative Class, provided
9 their prior “express written consent” to Defendants or any affiliate, subsidiary, or agent
10 of Defendants to transmit the subject text message advertisements to the 0316 Number
11 or to any other Class member’s cellular telephone number by means of an “automatic
12 telephone dialing system” within the meaning of 47 U.S.C. § 227(b)(1)(A).

13 24. None of Defendants’ text messages to the 0316 Number or to any putative
14 Class member’s cellular telephone number was sent for an emergency purpose.

15 **CLASS ALLEGATIONS**

16 25. Class Definition. Plaintiff brings this civil class action on behalf of herself
17 individually and on behalf of all other similarly situated persons as a class action
18 pursuant to Federal Rule of Civil Procedure 23. The “Class” which Plaintiff seeks to
19 represent is comprised of and defined as follows:

20 ⁴ “Web Site Terms of Use,” Subway.com, “last revised” January 1, 2020,
21 available at <https://www.subway.com/en-US/Legal/TermsOfUse> (last accessed
22 January 30, 2020) (referencing “up to 10 autodialed ads and other marketing messages
23 per month from us” under heading titled “Text Messaging (‘SMS’) Terms of Use”)
24 (emphasis added); “Terms – (782929) Subway Terms and Conditions,” Mobivity
Holdings Corp., available at [https:// http://support.mobivity.com/782929terms/](https://http://support.mobivity.com/782929terms/) (last
accessed January 30, 2020) (referencing “up to 10 autodialed ads and other marketing
messages per month from Subway”) (emphasis added).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

All persons in the United States who, at any time between the four years preceding the filing of this action and the present:

- (1) subscribed to a cellular telephone service;
- (2) received, at the telephone number assigned to such service, at least one text message promoting the sale of goods or services sent by or on behalf of Defendants from the SMS short-code number 782929; and
- (3) for whom Defendants lack any record establishing the person’s provision of “express written consent” to receive such message(s) prior to the initiation of the first such message.

26. Excluded from the class are Defendants, their officers and directors, members of the immediate families of the foregoing, legal representatives, heirs, successors, or assigns of the foregoing, and any entity in which Defendants have a controlling interest.

27. Plaintiff reserves the right to modify the definition of the Class (or add one or more subclasses) after further discovery.

28. Plaintiff and all Class members have been impacted and harmed by the acts of Defendants or their affiliates, agents, or subsidiaries acting on their behalf.

29. This Class Action Complaint seeks injunctive relief and monetary damages.

30. Defendants or any affiliates, subsidiaries, or agents of Defendants have acted on grounds generally applicable to the Class, thereby making final injunctive relief and corresponding declaratory relief with respect to the Class as a whole appropriate. Moreover, on information and belief, Plaintiff alleges that the TCPA violations complained of herein are substantially likely to continue in the future if an injunction is not entered.

1 31. This action may properly be brought and maintained as a class action
2 pursuant to Federal Rule of Civil Procedure 23(a) and (b). This class action satisfies
3 the numerosity, typicality, adequacy, commonality, predominance, and superiority
4 requirements.

5 32. On application by Plaintiff’s counsel for class certification, Plaintiff may
6 also seek certification of subclasses in the interests of manageability, justice, or judicial
7 economy.

8 33. Numerosity. The number of persons within the Class is substantial,
9 believed to amount to thousands of persons dispersed throughout the United States. It
10 is, therefore, impractical to join each member of the Class as a named plaintiff. Further,
11 the size and relatively modest value of the claims of the individual members of the
12 Class renders joinder impractical. Accordingly, utilization of the class action
13 mechanism is the most economically feasible means of determining and adjudicating
14 the merits of this litigation.

15 34. Typicality. Plaintiff received at least one text message from Defendants
16 that originated from the telephone number 782929, at a cellular telephone number to
17 which she subscribes, and Defendants lack any record establishing Plaintiff’s prior
18 “express written consent” to receive any such messages within the meaning of the
19 TCPA. Consequently, the claims of Plaintiff are typical of the claims of the members
20 of the Class, and Plaintiff’s interests are consistent with and not antagonistic to those
21 of the other Class members she seeks to represent. Plaintiff and all members of the
22 Class have been impacted by, and face continuing harm arising out of, Defendants’
23 TCPA-violative misconduct as alleged herein.

24

1 35. Adequacy. As the proposed Class representative, Plaintiff has no interests
2 adverse to or which conflict with the interests of the absent members of the Class, and
3 she is able to fairly and adequately represent and protect the interests of such a Class.
4 Plaintiff has raised viable statutory claims of the type reasonably expected to be raised
5 by members of the Class and will vigorously pursue these claims. If necessary as the
6 litigation (including discovery) progresses, Plaintiff may seek leave to amend this Class
7 Action Complaint to modify the Class definition set forth above, add additional Class
8 representatives, or assert additional claims.

9 36. Competency of Class Counsel. Plaintiff has retained and is represented
10 by experienced, qualified, and competent counsel committed to prosecuting this action.
11 Plaintiff’s counsel are experienced in handling complex class action claims, including
12 in particular claims brought under the TCPA (as well as other consumer protection and
13 data-privacy statutes).

14 37. Commonality and Predominance. There are well-defined common
15 questions of fact and law that exist as to all members of the Class and predominate over
16 any questions affecting only individual members of the Class. These common legal
17 and factual questions, which do not vary from Class member to Class member and may
18 be determined without reference to the individual circumstances of any Class member,
19 include (but are not limited to) the following:

- 20 a) Whether Defendants or affiliates, subsidiaries, or agents of Defendants
21 sent text message advertisements to Plaintiff’s and Class members’
22 cellular telephones;

23
24

- 1 b) Whether such text messages were sent using an “automatic telephone
- 2 dialing system”;
- 3 c) Whether Defendants can meet their burden to show that they (or any
- 4 disclosed affiliate, subsidiary, or agent of Defendants acting on their
- 5 behalf) obtained prior “express written consent” within the meaning of the
- 6 TCPA to transmit the subject text messages to the recipients of such
- 7 messages, assuming such an affirmative defense is timely raised;
- 8 d) Whether Defendants or any affiliates, subsidiaries, or agents of
- 9 Defendants should be enjoined from engaging in such conduct in the
- 10 future.

11 38. Superiority. A class action is superior to other available methods for the

12 fair and efficient adjudication of this controversy because the prosecution of individual

13 litigation on behalf of each Class member is impracticable. Even if every member of

14 the Class could afford to pursue individual litigation, the court system could not;

15 multiple trials of the same factual issues would magnify the delay and expense to all

16 parties and the court system. Individualized litigation would also present the potential

17 for varying, inconsistent or contradictory judgments. By contrast, the maintenance of

18 this action as a class action, with respect to some or all of the issues presented herein,

19 presents few management difficulties, conserves the resources of the parties and the

20 court system and protects the rights of each member of the Class. Plaintiff anticipates

21 no difficulty in the management of this action as a class action. Class wide relief is

22 essential to compel compliance with the TCPA and thus protect consumers’ privacy.

23 The interests of Class members in individually controlling the prosecution of separate

24

1 claims is small because the statutory damages recoverable in an individual action for
2 violation of the TCPA are likewise relatively small. Management of these claims is
3 likely to present significantly fewer difficulties than are presented in many class actions
4 because the text messages at issue are all automated and because Defendants lack any
5 record reflecting that they obtained the requisite consent from any Class member to be
6 sent such messages. Class members can be readily located and notified of this class
7 action by reference to Defendants' records and, if necessary, the records of Defendants'
8 affiliates, agents, or subsidiaries and cellular telephone providers.

9 39. Additionally, the prosecution of separate actions by individual Class
10 members would create a risk of multiple adjudications with respect to them that would,
11 as a practical matter, be dispositive of the interests of other members of the Class who
12 are not parties to such adjudications, thereby substantially impairing or impeding the
13 ability of such nonparty Class members to protect their interests. The prosecution of
14 individual actions by Class members could also establish inconsistent results and/or
15 establish incompatible standards of conduct for Defendants.

16 **CLAIM FOR RELIEF**
17 **VIOLATION OF THE TELEPHONE**
18 **CONSUMER PROTECTION ACT**
(47 U.S.C. § 227)

19 40. Plaintiff incorporates by reference the foregoing paragraphs of this Class
20 Action Complaint as if fully stated herein.

21 41. Plaintiff and each member of the Class received at least one text message
22 sent by or on behalf of Defendants during the class period. All such messages sent to
23 Plaintiff and the members of the proposed Class promoted the sale of Defendants'
24 goods or services or the commercial availability of goods or services sold by

1 Defendants; consequently, all such messages constituted “advertising” or
2 “telemarketing” material within the meaning of the TCPA and its implementing
3 regulations. Additionally, all such messages were sent via the same dialing technology,
4 which qualified as an ATDS within the meaning of the TCPA, as evidenced by the
5 generic nature of the text messages, the use of a dedicated telephone number to transmit
6 each such message, and the capacities, capabilities, and features of the dialing
7 technology at issue, as alleged above.

8 42. Neither Plaintiff nor any other member of the Class provided Defendants
9 his or her prior “express written consent” within the meaning of the TCPA to receive
10 the autodialed text message advertisements at issue in this case.

11 43. Defendants’ use of an ATDS to transmit the subject text message
12 advertisements to telephone numbers assigned to a cellular telephone service, including
13 to Plaintiff’s 0316 Number and the numbers of all members of the proposed Class,
14 absent the requisite prior “express written consent,” as set forth above, constituted
15 violations of the TCPA by Defendants, including but not limited to violations of 47
16 U.S.C. § 227(b)(1)(A)(iii).

17 44. Plaintiff and all Class members are entitled to, and do seek, an award of
18 \$500.00 in statutory damages for each such violation of the TCPA committed by or on
19 behalf of Defendants (or \$1,500.00 for any such violations committed willfully or
20 knowingly) pursuant to 47 U.S.C. § 227(b)(3).

21 45. Plaintiff, individually and on behalf of the putative Class, seeks an award
22 of attorneys’ fees and costs to Plaintiff’s counsel pursuant to Federal Rule of Civil
23 Procedure 23.

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Sheli Bittner prays for relief and judgment in favor of herself and the Class and against Defendants Franchise World Headquarters, LLC, Doctor’s Associates LLC, and Subway Franchisee Advertising Fund Trust, Ltd as follows:

A. Injunctive relief sufficient to ensure Defendants refrain from violating the TCPA in the future;

B. Statutory damages of \$500.00 for herself and each Class member for each of Defendants’ violations of 47 U.S.C. § 227(b)(1) (or \$1,500.00 for each such violation to the extent committed willfully or knowingly);

C. An Order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclass(es) the Court deems appropriate, finding that Plaintiff is a proper representative of the Class, and appointing the attorneys representing Plaintiff as counsel for the Class; and

D. An award of attorneys’ fees and costs to Plaintiff’s counsel, payable from any class-wide damages recovered by the Class, pursuant to Federal Rule of Civil Procedure 23.

DEMAND FOR JURY TRIAL

On behalf of herself and all others similarly situated, Plaintiff demands a trial by jury pursuant to Federal Rule of Civil Procedure 38(b) on all claims and issues so triable.

Dated: January 30, 2020

HEDIN HALL LLP

By: /s/ Frank S. Hedin
Frank S. Hedin

Frank S. Hedin*
HEDIN HALL LLP
1395 Brickell Avenue, Ste 1140
Miami, Florida 33131
Telephone: + 1 (305) 357-2107
Facsimile: + 1 (305) 800-2201
Email: fhedin@hedinhall.com

** Pro Hac Vice Application Forthcoming*
Counsel for Plaintiff and the Putative Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Subway Owner-Operators Used Autodialer to Send Illegal Marketing Texts, Class Action Claims](#)
