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Counsel for Plaintiff and Proposed Class

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SCOTT DICKINSON,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

THE 1 DELIVERY SERVICE INC.,
a California corporation,

Defendant.

Case No.

CLASS ACTION

**COMPLAINT FOR VIOLATIONS
OF THE TELEPHONE
CONSUMER PROTECTION
ACT, 47 U.S.C. §§ 227, ET SEQ.
(TCPA)**

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

2 1. Plaintiff, Scott Dickinson, brings this action against Defendant, The 1
3 Delivery Service Inc., to secure redress for violations of the Telephone Consumer
4 Protection Act (“TCPA”), 47 U.S.C. § 227.

5 **NATURE OF THE ACTION**

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

8 3. Defendant is a cannabis delivery service. To promote its services,
9 Defendant engages in aggressive unsolicited marketing, harming thousands of
10 consumers in the process.

11 4. Through this action, Plaintiff seeks injunctive relief to halt Defendant’s
12 illegal conduct, which has resulted in the invasion of privacy, harassment, aggravation,
13 and disruption of the daily life of thousands of individuals. Plaintiff also seeks statutory
14 damages on behalf of himself and members of the Class, and any other available legal
15 or equitable remedies.

16 **JURISDICTION AND VENUE**

17 5. This Court has federal question subject matter jurisdiction over this action
18 pursuant to 28 U.S.C. § 1331, as the action arises under the Telephone Consumer
19 Protection Act, 47 U.S.C. §§ 227, *et seq.* (“TCPA”).

20 6. The Court has personal jurisdiction over Defendant and venue is proper
21 in this District because Defendant directs, markets, and provides its business activities
22 to this District, and because Defendant’s unauthorized marketing scheme was directed
23 by Defendant to consumers in this District, including Plaintiff.

24 **PARTIES**

25 7. Plaintiff is a natural person who, at all times relevant to this action, was a
26 resident of Contra Costa County, California.

1 8. Defendant is a California corporation whose principal office is located at
2 5111 Telegraph Avenue, Suite 302, Oakland, California 94598. Defendant directs,
3 markets, and provides its business activities throughout the United States, including
4 throughout the state of California.

5 9. Unless otherwise indicated, the use of Defendant's name in this
6 Complaint includes all agents, employees, officers, members, directors, heirs,
7 successors, assigns, principals, trustees, sureties, subrogees, representatives, vendors,
8 and insurers of Defendant.

9 **THE TCPA**

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

13 11. The TCPA defines an "automatic telephone dialing system" ("ATDS") as
14 "equipment that has the capacity - (A) to store or produce telephone numbers to be
15 called, using a random or sequential number generator; and (B) to dial such numbers."
16 47 U.S.C. § 227(a)(1).

17 12. In an action under the TCPA, a plaintiff must only show that the
18 defendant "called a number assigned to a cellular telephone service using an automatic
19 dialing system or prerecorded voice." *Breslow v. Wells Fargo Bank, N.A.*, 857 F. Supp. 2d
20 1316, 1319 (S.D. Fla. 2012), *aff'd*, 755 F.3d 1265 (11th Cir. 2014).

21 13. The Federal Communications Commission ("FCC") is empowered to
22 issue rules and regulations implementing the TCPA. According to the FCC's findings,
23 calls in violation of the TCPA are prohibited because, as Congress found, automated
24 or prerecorded telephone calls are a greater nuisance and invasion of privacy than live
25 solicitation calls, and such calls can be costly and inconvenient. The FCC also
26 recognized that wireless customers are charged for incoming calls whether they pay in
27 advance or after the minutes are used. *Rules and Regulations Implementing the Telephone*

1 *Consumer Protection Act of 1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd
2 14014 (2003).

3 14. In 2012, the FCC issued an order tightening the restrictions for automated
4 telemarketing calls, requiring “prior express **written** consent” for such calls to wireless
5 numbers. *See In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of*
6 *1991*, 27 F.C.C.R. 1830, 1838 ¶ 20 (Feb. 15, 2012) (emphasis supplied).

7 15. To obtain express written consent for telemarketing calls, a defendant
8 must establish that it secured the plaintiff’s signature in a form that gives the plaintiff a
9 “‘clear and conspicuous disclosure’ of the consequences of providing the requested
10 consent....and having received this information, agrees unambiguously to receive such
11 calls at a telephone number the [plaintiff] designates.” *In re Rules & Regulations*
12 *Implementing the Tel. Consumer Prot. Act of 1991*, 27 F.C.C.R. 1830, 1837 ¶ 18, 1838 ¶ 20,
13 1844 ¶ 33, 1857 ¶ 66, 1858 ¶ 71 (F.C.C. Feb. 15, 2012).

14 16. The TCPA regulations promulgated by the FCC define “telemarketing”
15 as “the initiation of a telephone call or message for the purpose of encouraging the
16 purchase or rental of, or investment in, property, goods, or services.” 47 C.F.R. §
17 64.1200(f)(12). In determining whether a communication constitutes telemarketing, a
18 court must evaluate the ultimate purpose of the communication. *See Golan v. Veritas*
19 *Entm’t, LLC*, 788 F.3d 814, 820 (8th Cir. 2015).

20 17. “Neither the TCPA nor its implementing regulations ‘require an explicit
21 mention of a good, product, or service’ where the implication of an improper purpose
22 is ‘clear from the context.’” *Id.* (citing *Chesbro v. Best Buy Stores, L.P.*, 705 F.3d 913, 918
23 (9th Cir. 2012)).

24 18. “‘Telemarketing’ occurs when the context of a call indicates that it was
25 initiated and transmitted to a person for the purpose of promoting property, goods, or
26 services.” *Golan*, 788 F.3d at 820 (citing 47 C.F.R. § 64.1200(a)(2)(iii); 47 C.F.R. §
27
28

1 64.1200(f)(12); *In re Rules and Regulations Implementing the Telephone Consumer Protection Act*
2 *of 1991*, 18 F.C.C. Rcd at 14098 ¶ 141, 2003 WL 21517853, at *49).

3 19. The FCC has explained that calls motivated in part by the intent to sell
4 property, goods, or services are considered telemarketing under the TCPA. *See In re*
5 *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 18 FCC Rcd.
6 14014, ¶¶ 139-142 (2003). This is true whether call recipients are encouraged to
7 purchase, rent, or invest in property, goods, or services during the call *or in the future*. *Id.*

8 20. In other words, offers “that are part of an overall marketing campaign to
9 sell property, goods, or services constitute” telemarketing under the TCPA. *See In re*
10 *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 18 FCC Rcd.
11 14014, ¶ 136 (2003).

12 21. If a call is not deemed telemarketing, a defendant must nevertheless
13 demonstrate that it obtained the plaintiff’s prior express consent. *See In the Matter of*
14 *Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 30 FCC Rcd. 7961,
15 7991-92 (2015) (requiring express consent “for non-telemarketing and non-advertising
16 calls”).

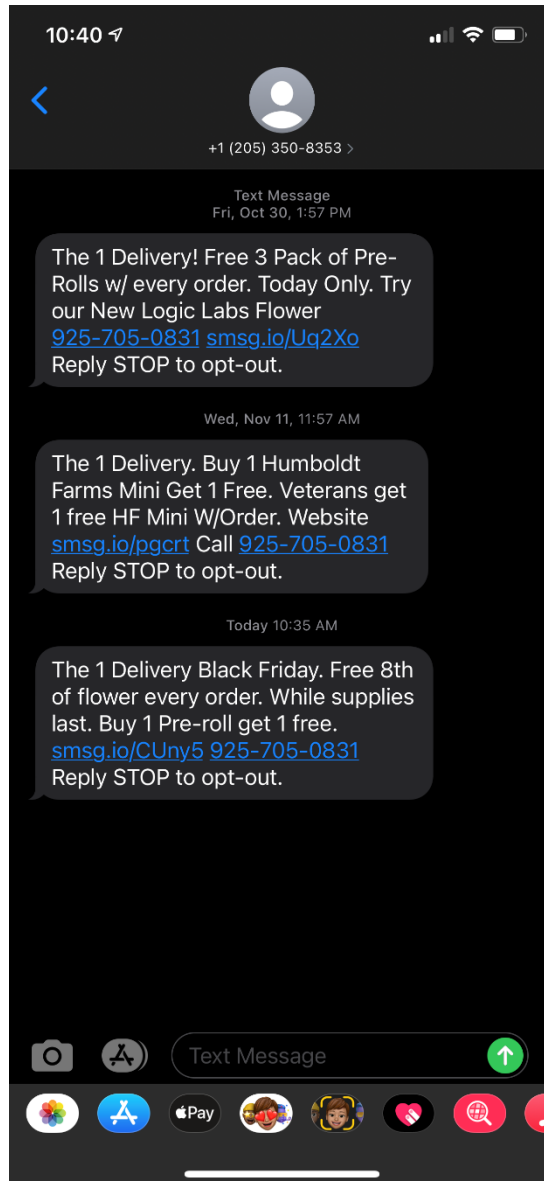
17 22. Further, the FCC has issued rulings and clarified that consumers are
18 entitled to the same consent-based protections for text messages as they are for calls to
19 wireless numbers. *See Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 952 (9th Cir. 2009)
20 (The FCC has determined that a text message falls within the meaning of “to make any
21 call” in 47 U.S.C. § 227(b)(1)(A)); *Toney v. Quality Res., Inc.*, 2014 WL 6757978, at *3
22 (N.D. Ill. Dec. 1, 2014) (Defendant bears the burden of showing that it obtained
23 Plaintiff’s prior express consent before sending him the **text message**). (emphasis
24 added).

25 23. As recently held by the United States Court of Appeals for the Ninth
26 Circuit: “Unsolicited telemarketing phone calls or text messages, by their nature, invade
27 the privacy and disturb the solitude of their recipients. A plaintiff alleging a violation
28

1 under the TCPA ‘need not allege any *additional* harm beyond the one Congress has
2 identified.’” *Van Patten v. Vertical Fitness Grp.*, No. 14-55980, 2017 U.S. App. LEXIS
3 1591, at *12 (9th Cir. May 4, 2016) (quoting *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549
4 (2016) (emphasis original)).

5 **FACTUAL ALLEGATIONS**

6 24. Over the past year Defendant sent numerous telemarketing text messages
7 to Plaintiff’s cellular telephone number ending in 9770 (the “9770 Number”) including
8 but not limited to the following:



1 25. Defendant's text messages were transmitted to Plaintiff's cellular
2 telephone, and within the time frame relevant to this action.

3 26. Defendant's text messages constitute telemarketing because they
4 encouraged the future purchase or investment in property, goods, or services, i.e.,
5 selling Plaintiff cannabis products.

6 27. The information contained in the text message advertises Defendant's
7 various discounts and promotions, which Defendant sends to promote its business.

8 28. Plaintiff received the subject texts within this judicial district and,
9 therefore, Defendant's violation of the TCPA occurred within this district. Upon
10 information and belief, Defendant caused other text messages to be sent to individuals
11 residing within this judicial district.

12 29. At no point in time did Plaintiff provide Defendant with his express
13 written consent to be contacted using an ATDS.

14 30. Plaintiff is the subscriber and sole user of the 9770 Number and is
15 financially responsible for phone service to the 9770 Number.

16 31. The impersonal and generic nature of Defendant's text message
17 demonstrates that Defendant utilized an ATDS in transmitting the messages. *See Jenkins*
18 *v. LL Atlanta, LLC*, No. 1:14-cv-2791-WSD, 2016 U.S. Dist. LEXIS 30051, at *11
19 (N.D. Ga. Mar. 9, 2016) ("These assertions, combined with the generic, impersonal
20 nature of the text message advertisements and the use of a short code, support an
21 inference that the text messages were sent using an ATDS.") (citing *Legg v. Voice Media*
22 *Grp., Inc.*, 20 F. Supp. 3d 1370, 1354 (S.D. Fla. 2014) (plaintiff alleged facts sufficient to
23 infer text messages were sent using ATDS; use of a short code and volume of mass
24 messaging alleged would be impractical without use of an ATDS); *Kramer v. Autobytel,*
25 *Inc.*, 759 F. Supp. 2d 1165, 1171 (N.D. Cal. 2010) (finding it "plausible" that defendants
26 used an ATDS where messages were advertisements written in an impersonal manner
27 and sent from short code); *Hickey v. Voxernet LLC*, 887 F. Supp. 2d 1125, 1130; *Robbins*

1 *v. Coca-Cola Co.*, No. 13-CV-132-IEG NLS, 2013 U.S. Dist. LEXIS 72725, 2013 WL
2 2252646, at *3 (S.D. Cal. May 22, 2013) (observing that mass messaging would be
3 impracticable without use of an ATDS)).

4 32. The text messages originated from telephone number 205-350-8353, a
5 number which upon information and belief is owned and operated by or on behalf of
6 Defendant.

7 33. The number used by Defendant (205-350-8353) is known as a “long
8 code,” a standard 10-digit code that enables Defendant to send SMS text messages *en*
9 *masse*, while deceiving recipients into believing that the message was personalized and
10 sent from a telephone number operated by an individual.

11 34. Long codes work as follows: Private companies known as SMS gateway
12 providers have contractual arrangements with mobile carriers to transmit two-way SMS
13 traffic. These SMS gateway providers send and receive SMS traffic to and from the
14 mobile phone networks' SMS centers, which are responsible for relaying those messages
15 to the intended mobile phone. This allows for the transmission of a large number of
16 SMS messages to and from a long code.

17 35. Specifically, upon information and belief, Defendant utilized a
18 combination of hardware and software systems to send the text messages at issue in
19 this case. The systems utilized by Defendant have the capacity to store telephone
20 numbers using a random or sequential number generator, and to dial such numbers
21 from a list without human intervention.

22 36. To send the text messages, Defendant used a messaging platform (the
23 “Platform”) that permitted Defendant to transmit thousands of automated text
24 messages without any human involvement.

25 37. The Platform has the capacity to store telephone numbers, which capacity
26 was in fact utilized by Defendant.

1 38. The Platform has the capacity to generate sequential numbers, which
2 capacity was in fact utilized by Defendant.

3 39. The Platform has the capacity to dial numbers in sequential order, which
4 capacity was in fact utilized by Defendant.

5 40. The Platform has the capacity to dial numbers from a list of numbers,
6 which capacity was in fact utilized by Defendant.

7 41. The Platform has the capacity to dial numbers without human
8 intervention, which capacity was in fact utilized by Defendant.

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

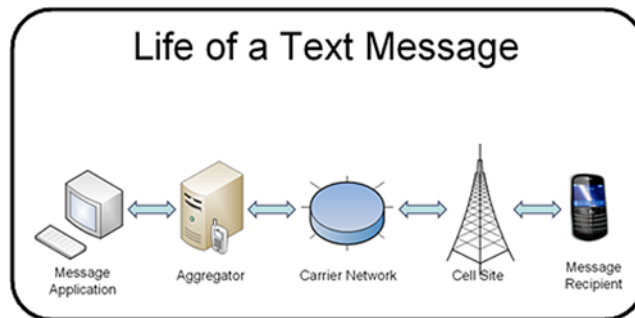
11 43. To transmit the messages at issue, the Platform automatically executed the
12 following steps:

- 13 a) The Platform retrieved each telephone number from a list of numbers
14 in the sequential order the numbers were listed;
- 15 b) The Platform then generated each number in the sequential order
16 listed and combined each number with the content of Defendant's
17 message to create "packets" consisting of one telephone number and
18 the message content;
- 19 c) Each packet was then transmitted in the sequential order listed to an
20 SMS aggregator, which acts an intermediary between the Platform,
21 mobile carriers (e.g. AT&T), and consumers.
- 22 d) Upon receipt of each packet, the SMS aggregator transmitted each
23 packet – automatically and with no human intervention – to the
24 respective mobile carrier for the telephone number, again in the
25 sequential order listed by Defendant. Each mobile carrier then sent
26 the message to its customer's mobile telephone.

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

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

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



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

22 48. Defendant’s unsolicited text messages caused Plaintiff actual harm.
 23 Specifically, Plaintiff estimates that he has wasted fifteen to thirty seconds reviewing
 24 each of Defendant’s unwanted messages. Each time, Plaintiff had to stop what he was
 25 doing to either retrieve his phone and/or look down at the phone to review the
 26 message.

1 49. Next, Plaintiff wasted approximately fifteen minutes locating and
2 retaining counsel for this case in order to stop Defendant's unwanted calls.

3 50. In all, Defendant's violations of the TCPA caused Plaintiff to waste at
4 least fifteen minutes of his time in addressing and attempting to stop Defendant's
5 solicitations.

6 CLASS ALLEGATIONS

7 PROPOSED CLASS

8 51. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23,
9 on behalf of himself and all others similarly situated.

10 52. Plaintiff brings this case on behalf of the Class defined as follows:

11 **No Consent Class: All persons in the United States**
12 **who, within four years prior to the filing of this**
13 **action, (1) were sent a text message by or on behalf**
14 **of Defendant, (2) using an automatic telephone**
15 **dialing system, (3) for the purpose of soliciting**
16 **Defendant's goods and services, (4) without prior**
17 **express consent of the recipient, or with the same**
18 **manner of purported consent Defendant claims to**
19 **have obtained from Plaintiff, if any.**

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

23 NUMEROSITY

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

28 55. The exact number and identities of the members of the Class are unknown
at this time and can only be ascertained 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

1 56. There are numerous questions of law and fact common to members of
2 the Class which predominate over any questions affecting only individual members of
3 the Class. Among the questions of law and fact common to the members of the Class
4 are:

- 5 a) Whether Defendant made non-emergency calls to Plaintiff's and Class
6 members' cellular telephones using an ATDS;
7 b) Whether Defendant can meet its burden of showing that it obtained
8 prior express written consent to make such calls;
9 c) Whether Defendant's conduct was knowing and willful;
10 d) Whether Defendant is liable for damages, and the amount of such
11 damages; and
12 e) Whether Defendant should be enjoined from such conduct in the
13 future.

14 57. The common questions in this case are capable of having common
15 answers. If Plaintiff's claim that Defendant routinely transmits text messages to
16 telephone numbers assigned to cellular telephone services is accurate, Plaintiff and the
17 Class members will have identical claims capable of being efficiently adjudicated and
18 administered in this case.

19 **TYPICALITY**

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

22 **PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

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

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

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

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

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

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

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

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

1 65. These calls were made without regard to whether or not Defendant had
2 first obtained express permission from the called party to make such calls. In fact,
3 Defendant did not have prior express consent to call the cell phones of Plaintiff and
4 the other members of the putative Class when its calls were made.

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

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

13 68. As a result of Defendant's conduct and pursuant to § 227(b)(3) of the
14 TCPA, Plaintiff and the other members of the putative Class were harmed and are each
15 entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and the
16 members of the Class are also entitled to an injunction against future calls. *Id.*

17 **COUNT II**
18 **Knowing and/or Willful Violation of the TCPA, 47 U.S.C. § 227(b)**
19 **(On Behalf of Plaintiff and the Class)**

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

22 70. At all times relevant, Defendant knew or should have known that its
23 conduct as alleged herein violated the TCPA.

24 71. Defendant knew that it did not have prior express consent to make these
25 calls, and knew or should have known that its conduct was a violation of the TCPA.

26 72. Because Defendant knew or should have known that Plaintiff and Class
27 Members had not given prior express consent to receive its autodialed calls, the Court
28

1 should treble the amount of statutory damages available to Plaintiff and the other
2 members of the putative Class pursuant to § 227(b)(3) of the TCPA.

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

6 **PRAYER FOR RELIEF**

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

- 9 a) An order certifying this case as a class action on behalf of the Class as
10 defined above, and appointing Plaintiff as the representative of the Class
11 and Plaintiff's counsel as Class Counsel;
- 12 b) An award of actual and statutory damages for Plaintiff and each member
13 of the Class;
- 14 c) As a result of Defendant's negligent violations of 47 U.S.C. §§ 227, *et seq.*,
15 Plaintiff seeks for himself and each member of the Class \$500.00 in
16 statutory damages for each and every violation pursuant to 47 U.S.C. §
17 277(b)(3)(B);
- 18 d) As a result of Defendant's knowing and/or willful violations of 47 U.S.C.
19 §§ 227, *et seq.*, Plaintiff seeks for himself and each member of the Class
20 treble damages, as provided by statute, up to \$1,500.00 for each and every
21 violation pursuant to 47 U.S.C. § 277(b)(3)(B) and § 277(b)(3)(C);
- 22 e) An order declaring that Defendant's actions, as set out above, violate the
23 TCPA;
- 24 f) A declaratory judgment that Defendant's telephone calling equipment
25 constitutes an automatic telephone dialing system under the TCPA;
- 26 g) An injunction requiring Defendant to cease all unsolicited text messaging
27 activity, and to otherwise protect the interests of the Class;

- 1 h) An injunction prohibiting Defendant from using, or contracting the use
2 of, an automatic telephone dialing system without obtaining, recipient's
3 consent to receive calls made with such equipment;
- 4 i) An award of reasonable attorneys' fees and costs pursuant to, *inter alia*,
5 California Code of Civil Procedure § 1021.5; and
- 6 j) Such further and other relief as the Court deems necessary.

7 **JURY DEMAND**

8 Plaintiff hereby demands a trial by jury.

9 **DOCUMENT PRESERVATION DEMAND**

10 Plaintiff demands that Defendant take affirmative steps to preserve all records,
11 lists, electronic databases or other itemizations associated with the allegations herein,
12 including all records, lists, electronic databases or other itemizations in the possession
13 of any vendors, individuals, and/or companies contracted, hired, or directed by
14 Defendant to assist in sending the alleged communications.
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16

17
18 Dated: February 2, 2021

Respectfully submitted,

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21 By: /s/ Scott Edelsberg

22 **EDELSBERG LAW, P.A.**

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6 *Counsel for Plaintiff and the Proposed Class*

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CIVIL COVER SHEET

JS 44 (Rev. 08/18)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Scott Dickinson, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Contra Costa County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Edelsberg Law, PA
1925 Century park E #1700, Los Angeles, CA 90067
(305) 975-3320

DEFENDANTS

The 1 Delivery Service Inc.

County of Residence of First Listed Defendant Alameda County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

Brief description of cause:
This is a putative class action pursuant to the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 02/02/2021 SIGNATURE OF ATTORNEY OF RECORD: /s/ Scott Edelsberg

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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