

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

HOPE GAMBLE, <i>on behalf of herself and</i>)		
<i>others similarly situated,</i>)		Civil Action No.:
)	
Plaintiff,)		Jury Trial Demanded
)	
v.)		
)	
NEW ENGLAND AUTO FINANCE, INC.,)		
)	
)	
Defendant.)		
_____)		

CLASS ACTION COMPLAINT

Nature of this Action

1. Hope Gamble (“Plaintiff”) brings this class action against New England Auto Finance, Inc. (“Defendant”) under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.

2. Section 227(b)(1)(A)(iii) of the TCPA sets forth restrictions on the use of automated telephone equipment, and provides in pertinent part:

It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States—

(A) 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—

* * *

(iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call, unless such call is made solely to collect a debt owed to or guaranteed by the United States.

3. The TCPA's "prohibition against auto dialed calls applies to text message calls as well as voice calls." *Murphy v. DCI Biologicals Orlando, LLC*, 797 F.3d 1302, 1305 (11th Cir. 2015).

4. Upon information and good faith belief, Defendant routinely violates 47 U.S.C. § 227(b)(1)(A)(iii) by using an automatic telephone dialing system to send non-emergency text messages to numbers assigned to a cellular telephone service, without prior express consent.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction under 47 U.S.C. § 227(b)(3) and 28 U.S.C. § 1331.

6. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b) as, upon information and belief, a substantial part of the events giving rise to this action occurred in this district, and as Defendant resides and has its principal place of business in this district.

Parties

7. Plaintiff is a natural person who at all relevant times resided in Springfield, Massachusetts.

8. Defendant is a New Hampshire corporation with its principal place of business in Atlanta, Georgia.

9. Defendant is an automobile finance and payday loan company.

Factual Allegations

10. In November 2014, Plaintiff entered into a Loan Agreement with Defendant.

11. The Loan Agreement includes a provision governing Defendant's right to send, among other things, text messages to Plaintiff.

12. The text message consent provision specifically states that "[t]o receive such communications you must provide a valid ... mobile phone number ... for an applicable communications device."

13. Plaintiff did not sign the text message consent provision and did not write her cellular telephone number in the section containing the text message consent provision.

14. Accordingly, Plaintiff did not consent to receive text messages from Defendant on her cellular telephone number.

15. Defendant did not otherwise have consent to deliver text messages to Plaintiff's cellular telephone number using an automatic telephone dialing system.

16. Subsequent to entering into the Loan Agreement, Plaintiff paid off the loan, and thus the Loan Agreement concluded in approximately August 2015, along with any obligations arising out of the Loan Agreement.

17. Sometime after Plaintiff paid off the loan, she began receiving text messages from Defendant at her cellular telephone number—(413) 636-XXXX.

18. The text messages came from phone number (603) 707-4066.

19. The text messages stated:

Hope, you may be eligible for cash up to Call New England Auto Finance @ 603-623-7393. To unsubscribe call 800-922-8803.

20. In approximately September 2016, Plaintiff received a call from a woman named "Mandy" on behalf of Defendant.

21. Mandy inquired as to whether Plaintiff was interested in a new loan.

22. Plaintiff told Mandy that she was not interested in a new loan, and asked that Defendant no longer call her.

23. Thereafter, Plaintiff received approximately two to four additional text messages from Defendant that stated:

Hope, you may be eligible for cash up to Call New England Auto Finance @ 603-623-7393. To unsubscribe call 800-922-8803.

24. In response, in approximately November 2016, Plaintiff called Defendant, told Defendant that she did not want to receive text messages from Defendant, and asked Defendant to take her name off its list.

25. Defendant then informed Plaintiff that her name would be removed, and that she would no longer receive text messages from Defendant.

26. However, Plaintiff continued receiving text messages nearly identical to the prior text messages she received from Defendant.

27. In approximately January 2017, after receiving approximately nine to ten text messages from Defendant in total, Plaintiff again called Defendant and asked Defendant to stop texting her.

28. Upon information and good faith belief, Defendant's records may show additional text messages that it delivered to Plaintiff's cellular telephone number with an automatic telephone dialing system.

29. Upon information and good faith belief, and in light of the frequency, nature, and character of the text messages at issue, Defendant delivered text messages to Plaintiff's cellular telephone number by using an automatic telephone dialing system, as defined by 47 U.S.C. § 227(a)(1).

30. Upon information and good faith belief, and in light of the frequency, character, and nature of the text messages, Defendant delivered text messages to Plaintiff's cellular telephone number by using (a) equipment which has the capacity

(i) to store or produce telephone numbers to be called, using a random or sequential number generator, and (ii) to dial such numbers, or (b) technology with the capacity to dial random or sequential numbers, or (c) hardware, software, or equipment that the FCC characterizes as an automatic telephone dialing system through the following, and any related, declaratory ruling and order: *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, FCC 15-72 (adopted June 18, 2015 and released July 10, 2015).

31. Upon information and good faith belief, and in light of the frequency, character, and nature of the text messages, Defendant delivered text messages to Plaintiff's cellular telephone number by using (a) an automated dialing system that uses a complex set of algorithms to automatically dial consumers' telephone numbers in a manner that "predicts" the time when a consumer will answer the phone and a person will be available to take the call, or (b) equipment that dials numbers and, when certain computer software is attached, also assists persons in predicting when a sales agent will be available to take calls, or (c) hardware, that when paired with certain software, has the capacity to store or produce numbers and dial those numbers at random, in sequential order, or from a database of numbers, or (d) hardware, software, or equipment that the FCC characterizes as a predictive dialer through the following, and any related, reports and orders, and declaratory rulings: *In the Matter of Rules and Regulations Implementing the Telephone Consumer*

Protection Act of 1991, 17 FCC Rcd 17459, 17474 (September 18, 2002); *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 18 FCC Rcd 14014, 14092-93 (July 3, 2003); *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 23 FCC Rcd 559, 566 (Jan. 4, 2008); *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, FCC 15-72 (adopted June 18, 2015 and released July 10, 2015).

32. Upon information and good faith belief, Defendant utilizes hardware and software with the capacity to store telephone numbers and to dial such numbers sequentially, predictively, or randomly, and to dial telephone numbers without human intervention.

33. Upon information and good faith belief, Defendant used such hardware and software to deliver the text messages at issue to Plaintiff's cellular telephone number.

34. Defendant did not have Plaintiff's prior express consent to deliver the text messages at issue to her cellular telephone number.

35. Defendant did not deliver any text messages to Plaintiff's cellular telephone number for emergency purposes.

36. Defendant delivered text messages to Plaintiff's cellular telephone number under its own free will.

37. Upon information and good faith belief, Defendant delivered the text messages at issue to Plaintiff willfully and knowingly in that it consciously and deliberately delivered the text messages at issue.

38. Upon information and good faith belief, Defendant had knowledge that it was using, and intended to use, an automatic telephone dialing system, to deliver the text messages at issue to Plaintiff.

39. Plaintiff suffered harm as a result of Defendant's text messages in that she suffered an invasion of her privacy, an intrusion into her life, and a private nuisance.

Class Action Allegations

40. Plaintiff brings this action as a class action under Federal Rule of Civil Procedure 23(a) and (b) on behalf of herself and two classes and subclass of similarly situated individuals:

The Provision Class

All persons and entities throughout the United States (1) to whom New England Auto Finance, Inc. delivered, or caused to be delivered, more than one text message (2) directed to a number assigned to a cellular telephone service, by (3) using an automatic telephone dialing system, (4) from four years prior to the filing of the complaint through and including the date of class certification, (5) after the texted party entered into a Loan Agreement with New England Auto Finance, Inc. where the texted party did not sign the text message consent provision of the Loan Agreement.

The Revocation Class

All persons and entities throughout the United States (1) to whom New England Auto Finance, Inc. delivered, or caused to be delivered, more than one text message (2) directed to a number assigned to a cellular telephone service, by (3) using an automatic telephone dialing system, (4) from four years prior to the filing of the complaint through and including the date of class certification, (5) after the texted party directed New England Auto Finance, Inc. to cease texting him or her.

The Revocation Subclass

All persons and entities throughout the United States (1) to whom New England Auto Finance, Inc. delivered, or caused to be delivered, more than one text message (2) directed to a number assigned to a cellular telephone service, by (3) using an automatic telephone dialing system, (4) from four years prior to the filing of the complaint through and including the date of class certification, (5) after the texted party entered into a Loan Agreement with New England Auto Finance, Inc. where the texted party did not sign the text message consent provision of the Loan Agreement, and (6) after the texted party directed New England Auto Finance, Inc. to cease texting him or her.

41. The proposed classes and subclass specifically exclude Defendant, its officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendant has or had a controlling interest.

42. The proposed classes and subclass are so numerous that, upon information and belief, joinder of all members is impracticable.

43. The exact number of members of the classes and subclass is unknown to Plaintiff at this time and can only be determined through appropriate discovery.

44. The proposed classes and subclass are ascertainable because they are

defined by reference to objective criteria.

45. In addition, and upon information and belief, the cellular telephone numbers of all members of the classes and subclass can be identified in business records maintained by Defendant and third parties.

46. Plaintiff's claims are typical of the claims of the members of the classes and subclass because all the class and subclass members' claims originate from the same conduct, practice and procedure on the part of Defendant, and Plaintiff possesses the same interests and has suffered the same injuries as each class and subclass member.

47. Plaintiff will fairly and adequately protect the interests of the members of the classes and subclass and has retained counsel experienced and competent in class action litigation.

48. Plaintiff has no interests that are irrevocably contrary to or in conflict with the members of the classes or subclass that she seeks to represent.

49. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable.

50. Furthermore, as the damages suffered by individual members of the classes and subclass may be relatively small, the expense and burden of individual litigation make it impracticable for the members of the class and subclass to

individually redress the wrongs done to them.

51. There will be little difficulty in the management of this action as a class action.

52. Issues of law and fact common to the members of the classes and subclass predominate over any questions that may affect only individual members, in that Defendant has acted on grounds generally applicable to each class.

53. Among the issues of law and fact common to the class and subclass:

- a. Defendant's violations of the TCPA as alleged herein;
- b. Defendant's use of an automatic telephone dialing system as defined by the TCPA; and
- c. The availability of statutory penalties.

54. Absent a class action, Defendant's violations of the law will be allowed to proceed without a full, fair, judicially supervised remedy.

Count I: Violations of 47 U.S.C. § 227(b)(1)(A)(iii)

55. Plaintiff repeats and re-alleges each and every factual allegation contained in paragraphs 1 through 54.

56. Defendant violated 47 U.S.C. § 227(b)(1)(A)(iii) by utilizing an automatic telephone dialing system to deliver non-emergency text messages to Plaintiff's cellular telephone number, without her consent.

57. As a result of Defendant's violations of 47 U.S.C. § 227(b)(1)(A)(iii), Plaintiff and the classes and subclass are entitled to damages in an amount to be proven at trial.

Trial by Jury

58. Plaintiff is entitled to, and hereby demands, a trial by jury.

WHEREFORE, Plaintiff prays for relief and judgment as follows:

- a) Determining that this action is a proper class action and designating Plaintiff as class representative under Rule 23 of the Federal Rules of Civil Procedure;
- b) Adjudging that Defendant violated 47 U.S.C. § 227(b)(1)(A)(iii), and enjoining Defendant from continuing to deliver text messages to Plaintiff's cellular telephone number, from delivering text messages to consumers' cellular telephone numbers by using an automatic telephone dialing system without the prior express consent of the consumers, and from committing further violations of 47 U.S.C. § 227(b)(1)(A)(iii);
- c) Awarding Plaintiff and members of the classes and subclass actual damages, or statutory damages under 47 U.S.C. § 227(b)(3) in an amount up to \$1,500 per violation;

- d) Awarding Plaintiff and members of the classes and subclass their reasonable costs, expenses, and attorneys' fees incurred in this action, including expert fees, under 15 U.S.C. § 1692k and Rule 23 of the Federal Rules of Civil Procedure; and
- e) Awarding other and further relief as the Court may deem just and proper.

Dated: August 8, 2017

Respectfully submitted,

/s/ Shireen Hormozdi

Shireen Hormozdi

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* To seek admission *pro hac vice*.

Local Rule 7.1D Certification

The undersigned counsel certifies that the foregoing was prepared using Times New Roman 14 point, a font and point selection approved by LR 5.1B.

/s/ Shireen Hormozdi
Shireen Hormozdi

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Hope Gamble, on behalf of herself and others similarly situated

DEFENDANT(S)

New England Auto Finance, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Hampden County, MA (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Fulton County (IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Shireen Hormozdi
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shireen@norcrosslawfirm.com
(800) 994-9855

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
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) (FOR DIVERSITY CASES ONLY)

- PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. 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 District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Violations of the Telephone Consumer Protection Act, 47 U.S.C. 227.

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex.
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence.
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.


SIGNATURE OF ATTORNEY OF RECORD

8-8-2017
DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [New England Auto Finance Hit with Illegal Text Message Lawsuit](#)
