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

11 CORINTHIA MIMS,  
12 individually and on behalf of all  
13 others similarly situated,

14 *Plaintiff,*

15 vs.

16 MEDCARE FARMS 2.0, LLC,  
17 a California limited liability  
18 company,

19 *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 Corintha Mims, brings this action against Defendant, Medicare  
3 Farms 2.0, LLC, 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 dispensary. To promote its services, Defendant  
9 engages in aggressive unsolicited marketing, harming thousands of consumers in the  
10 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,  
13 aggravation, and disruption of the daily life of thousands of individuals. Plaintiff  
14 also seeks statutory damages on behalf of herself and members of the Class, and any  
15 other available legal or equitable remedies.

16 **JURISDICTION AND VENUE**

17 5. This Court has federal question subject matter jurisdiction over this  
18 action pursuant to 28 U.S.C. § 1331, as the action arises under the Telephone  
19 Consumer 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  
22 activities to this District, Defendant’s unauthorized marketing scheme was directed  
23 by Defendant to consumers in this District, including Plaintiff, and because  
24 Defendant resides in this District.

25 **PARTIES**

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

1 8. Defendant is a California limited liability company whose principal  
2 office is located at 29395 Hunco Way, Lake Elsinore, CA 92530. 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,  
8 vendors, 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")  
14 as "equipment that has the capacity - (A) to store or produce telephone numbers to  
15 be called, using a random or sequential number generator; and (B) to dial such  
16 numbers." 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  
19 automatic dialing system or prerecorded voice." *Breslow v. Wells Fargo Bank, N.A.*,  
20 857 F. Supp. 2d 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  
23 findings, calls in violation of the TCPA are prohibited because, as Congress found,  
24 automated or prerecorded telephone calls are a greater nuisance and invasion of  
25 privacy than live solicitation calls, and such calls can be costly and inconvenient.  
26 The FCC also recognized that wireless customers are charged for incoming calls  
27 whether they pay in advance or after the minutes are used. *Rules and Regulations*

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

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

8 15. To obtain express written consent for telemarketing calls, a defendant  
9 must establish that it secured the plaintiff’s signature in a form that gives the plaintiff  
10 a “‘clear and conspicuous disclosure’ of the consequences of providing the requested  
11 consent....and having received this information, agrees unambiguously to receive  
12 such calls at a telephone number the [plaintiff] designates.” *In re Rules &*  
13 *Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27 F.C.C.R. 1830,  
14 1837 ¶ 18, 1838 ¶ 20, 1844 ¶ 33, 1857 ¶ 66, 1858 ¶ 71 (F.C.C. Feb. 15, 2012).

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

21 17. “Neither the TCPA nor its implementing regulations ‘require an  
22 explicit mention of a good, product, or service’ where the implication of an improper  
23 purpose is ‘clear from the context.’” *Id.* (citing *Chesbro v. Best Buy Stores, L.P.*,  
24 705 F.3d 913, 918 (9th Cir. 2012)).

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

1 § 64.1200(f)(12); *In re Rules and Regulations Implementing the Telephone*  
2 *Consumer Protection Act of 1991*, 18 F.C.C. Rcd at 14098 ¶ 141, 2003 WL  
3 21517853, at \*49).

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

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

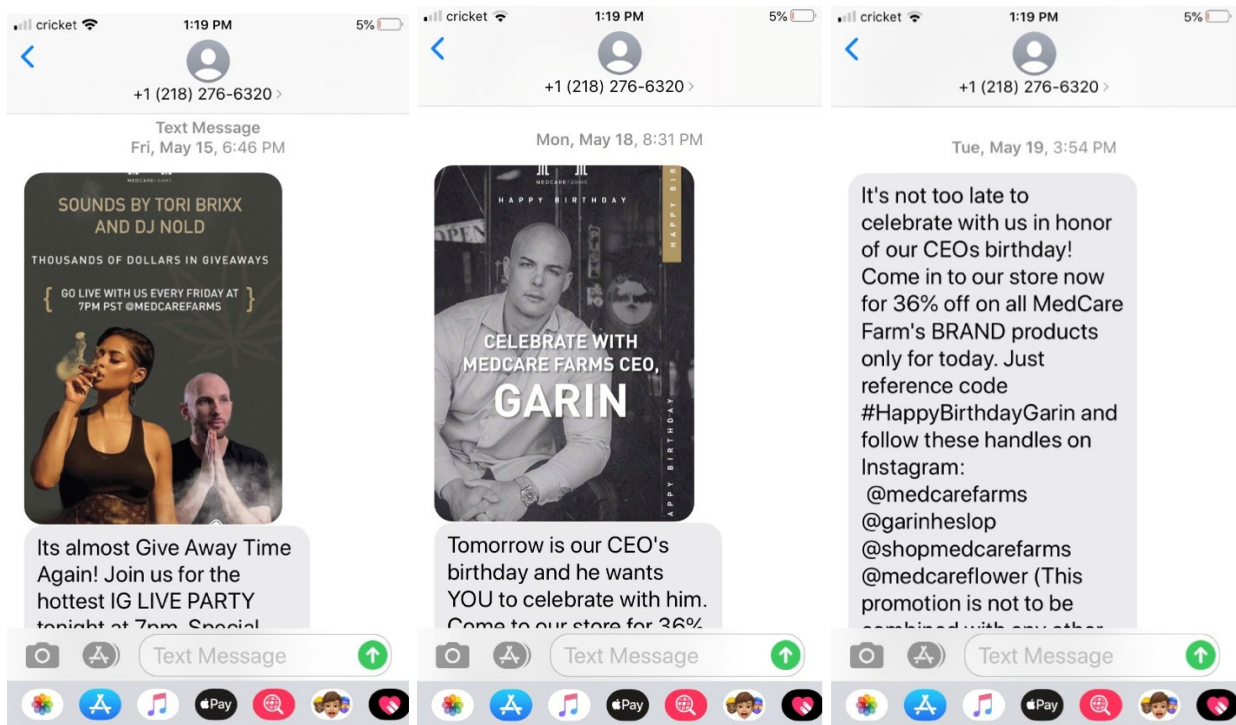
14 21. If a call is not deemed telemarketing, a defendant must nevertheless  
15 demonstrate that it obtained the plaintiff’s prior express consent. *See In the Matter*  
16 *of Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 30 FCC  
17 Rcd. 7961, 7991-92 (2015) (requiring express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

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

23. As recently held by the United States Court of Appeals for the Ninth Circuit: “Unsolicited telemarketing phone calls or text messages, by their nature, invade the privacy and disturb the solitude of their recipients. A plaintiff alleging a violation under the TCPA ‘need not allege any *additional* harm beyond the one Congress has identified.’” *Van Patten v. Vertical Fitness Grp.*, No. 14-55980, 2017 U.S. App. LEXIS 1591, at \*12 (9th Cir. May 4, 2016) (quoting *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549 (2016) (emphasis original)).

**FACTUAL ALLEGATIONS**

24. Beginning on or about May 15, 2020, Defendant sent the following telemarketing text messages to Plaintiff’s cellular telephone number ending in 8202 (the “8202 Number”):



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

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

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

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

10 29. At no point in time did Plaintiff provide Defendant with her express  
11 written consent to be contacted using an ATDS.

12 30. Plaintiff is the subscriber and sole user of the 8202 Number and is  
13 financially responsible for phone service to the 8202 Number.

14 31. The impersonal and generic nature of Defendant's text messages  
15 demonstrates that Defendant utilized an ATDS in transmitting the messages. *See*  
16 *Jenkins v. LL Atlanta, LLC*, No. 1:14-cv-2791-WSD, 2016 U.S. Dist. LEXIS 30051,  
17 at \*11 (N.D. Ga. Mar. 9, 2016) ("These assertions, combined with the generic,  
18 impersonal nature of the text message advertisements and the use of a short code,  
19 support an inference that the text messages were sent using an ATDS.") (citing *Legg*  
20 *v. Voice Media Grp., Inc.*, 20 F. Supp. 3d 1370, 1354 (S.D. Fla. 2014) (plaintiff  
21 alleged facts sufficient to infer text messages were sent using ATDS; use of a short  
22 code and volume of mass messaging alleged would be impractical without use of an  
23 ATDS); *Kramer v. Autobytel, Inc.*, 759 F. Supp. 2d 1165, 1171 (N.D. Cal. 2010)  
24 (finding it "plausible" that defendants used an ATDS where messages were  
25 advertisements written in an impersonal manner and sent from short code); *Hickey*  
26 *v. Voxernet LLC*, 887 F. Supp. 2d 1125, 1130; *Robbins v. Coca-Cola Co.*, No. 13-  
27 CV-132-IEG NLS, 2013 U.S. Dist. LEXIS 72725, 2013 WL 2252646, at \*3 (S.D.

1 Cal. May 22, 2013) (observing that mass messaging would be impracticable without  
2 use of an ATDS)).

3 32. The text messages originated from telephone number 218-276-6320, a  
4 number which upon information and belief is owned and operated by Defendant.

5 33. The number used by Defendant (218-276-6320) is known as a “long  
6 code,” a standard 10-digit code that enables Defendant to send SMS text messages  
7 *en masse*, while deceiving recipients into believing that the message was  
8 personalized and sent from a telephone number operated by an individual.

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

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

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

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

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



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

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

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

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

9 43. To transmit the messages at issue, the Platform automatically executed  
10 the following steps:

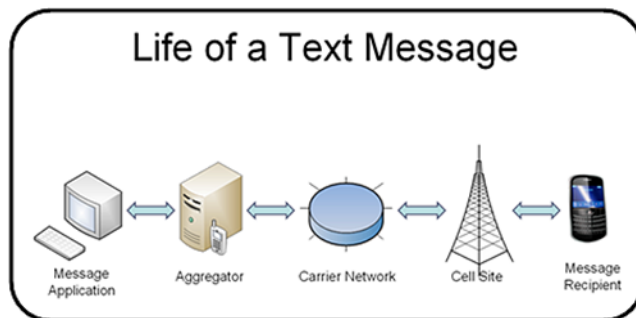
- 11 a) The Platform retrieved each telephone number from a list of  
12 numbers in the sequential order the numbers were listed;
- 13 b) The Platform then generated each number in the sequential order  
14 listed and combined each number with the content of Defendant's  
15 message to create "packets"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

25 44. The above execution these instructions occurred seamlessly, with no  
26 human intervention, and almost instantaneously. Indeed, the Platform is capable of  
27

1 transmitting thousands of text messages following the above steps in minutes, if not  
 2 less.

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

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



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

20 **CLASS ALLEGATIONS**

21 **PROPOSED CLASS**

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

24 49. Plaintiff brings this case on behalf of the Class defined as follows:

25 **All persons in the United States who, within four**  
 26 **years prior to the filing of this action, (1) were sent**  
 27 **a text message by or on behalf of Defendant, (2)**  
 28 **using an automatic telephone dialing system, (3) for**

1           **the purpose of soliciting Defendant's goods and**  
2           **services, (4) without prior express consent of the**  
3           **recipient, or with the same manner of purported**  
4           **consent Defendant claims to have obtained from**  
5           **Plaintiff, if any.**

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

9           **NUMEROSITY**

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

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

19          **COMMON QUESTIONS OF LAW AND FACT**

20          53. There are numerous questions of law and fact common to members of  
21          the Class which predominate over any questions affecting only individual members  
22          of the Class. Among the questions of law and fact common to the members of the  
23          Class are:

- 24               a) Whether Defendant made non-emergency calls to Plaintiff's and  
25               Class members' cellular telephones using an ATDS;  
26               b) Whether Defendant can meet its burden of showing that it obtained  
27               prior express written consent to make such calls;  
28               c) Whether Defendant's conduct was knowing and willful;  
               d) Whether Defendant is liable for damages, and the amount of such

1 damages; and

2 e) Whether Defendant should be enjoined from such conduct in the  
3 future.

4 54. The common questions in this case are capable of having common  
5 answers. If Plaintiff's claim that Defendant routinely transmits text messages to  
6 telephone numbers assigned to cellular telephone services is accurate, Plaintiff and  
7 the Class members will have identical claims capable of being efficiently  
8 adjudicated and administered in this case.

9 **TYPICALITY**

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

12 **PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

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

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

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

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

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

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

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

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

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

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

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

65. 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 members of the Class are also entitled to an injunction against future calls. *Id.*

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

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

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

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

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

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

**PRAYER FOR RELIEF**

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

- 1 a) An order certifying this case as a class action on behalf of the Class as  
2 defined above, and appointing Plaintiff as the representative of the  
3 Class and Plaintiff's counsel as Class Counsel;
- 4 b) An award of actual and statutory damages for Plaintiff and each  
5 member of the Class;
- 6 c) As a result of Defendant's negligent violations of 47 U.S.C. §§ 227, *et*  
7 *seq.*, Plaintiff seeks for herself and each member of the Class \$500.00  
8 in statutory damages for each and every violation pursuant to 47 U.S.C.  
9 § 277(b)(3)(B);
- 10 d) As a result of Defendant's knowing and/or willful violations of 47  
11 U.S.C. §§ 227, *et seq.*, Plaintiff seeks for herself and each member of  
12 the Class treble damages, as provided by statute, up to \$1,500.00 for  
13 each and every violation pursuant to 47 U.S.C. § 277(b)(3)(B) and §  
14 277(b)(3)(C);
- 15 e) An order declaring that Defendant's actions, as set out above, violate  
16 the TCPA;
- 17 f) A declaratory judgment that Defendant's telephone calling equipment  
18 constitutes an automatic telephone dialing system under the TCPA;
- 19 g) An injunction requiring Defendant to cease all unsolicited text  
20 messaging activity, and to otherwise protect the interests of the Class;
- 21 h) An injunction prohibiting Defendant from using, or contracting the use  
22 of, an automatic telephone dialing system without obtaining, recipient's  
23 consent to receive calls made with such equipment;
- 24 i) An award of reasonable attorneys' fees and costs pursuant to, *inter alia*,  
25 California Code of Civil Procedure § 1021.5; and
- 26 j) Such further and other relief as the Court deems necessary.

27 **JURY DEMAND**

1 Plaintiff hereby demand a trial by jury.

2  
3 Dated: Augsut 10, 2020

Respectfully submitted,

4 By: /s/ Scott Edelsberg

5 **EDELSBERG LAW, P.A.**

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12 *Counsel for Plaintiff and the Proposed*  
13 *Class*



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cannabis Dispensary Medicare Farms Hit with Class Action Over Alleged Spam Text Messages](#)

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