

1 Christopher J. Reichman SBN 250485
2 Justin Prato SBN 246968
3 PRATO & REICHMAN, APC
4 8555 Aero Drive, Suite 303
5 San Diego, CA 92123
6 Telephone: 619-683-7971
7 Email: chrisr@prato-reichman.com

8 Attorneys for Class and Named Plaintiff
9 KENNETH J. MOSER

10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 KENNETH J. MOSER, individually and on
13 Behalf of All Others Similarly Situated,

14 Plaintiff,

15 vs.

16 HEALTH INSURANCE INNOVATIONS,
17 INC., a Delaware Corporation, NATIONAL
18 CONGRESS OF EMPLOYERS, INC., a
19 Delaware Corporation, UNIFIED LIFE
20 INSURANCE COMPANY, a Texas
21 Corporation, COMPANION LIFE
22 INSURANCE, COMPANY, a South
23 Carolina Corporation, DONISI JAX, INC.
24 a/k/a NATIONWIDE HEALTH ADVISORS,
25 a Florida Corporation, CHARLES DONISI,
26 an individual, EVAN JAXTHEIMER, an
27 individual, HELPING HAND HEALTH
28 GROUP, INC., a Florida Corporation,
ANTHONY MARESCA, an individual, and
MATTHEW HERMAN, an individual,

Defendants.

Case No.: '17CV1127 WQHKSC

CLASS ACTION COMPLAINT

**Violation(s) of Telephone
Consumer
Protection Act of 1991**

Jury Trial Demanded

1 Plaintiff KENNETH MOSER (“Plaintiff”), individually and on behalf of the
2 Class described below, by their attorneys, make the following allegations based
3 upon information and belief, except as to allegations specifically pertaining to
4 Plaintiffs and their counsel, which are based on personal knowledge. Plaintiffs
5 bring this action for injunctive relief and damages against Defendants, and each of
6 them, demanding a trial by jury.
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10 **JURISDICTIONAL ALLEGATIONS**

11 1. Plaintiff at all times herein mentioned was a resident of the County of
12 San Diego, State of California.
13

14 2. Defendant HEALTH INSURANCE INNOVATIONS, INC (“HII”) is,
15 and at all times herein mentioned was, a Delaware corporation, doing business in
16 the County of San Diego, State of California.
17

18 3. NATIONAL CONGRESS OF EMPLOYERS (“NCE”) is, and at all
19 times herein mentioned was, a Delaware corporation, doing business in the County
20 of San Diego, State of California.
21

22 4. UNIFIED LIFE (“UNIFIED”) is, and at all times herein mentioned
23 was, a Texas Corporation, doing business in the County of San Diego, State of
24 California.
25

26 5. COMPANION LIFE (“COMPANION”) is, and at all times herein
27 mentioned was, a South Carolina Corporation, doing business in the County of San
28

1 Diego, State of California.

2 6. DONISI JAX, INC. a/k/a NATIONWIDE HEALTH ADVISORS
3 (“NATIONWIDE”) is, and at all times herein mentioned was, a Florida
4 Corporation, doing business in the County of San Diego, State of California.
5

6 7. CHARLES DONISI (“DONISI” or “Mr. Donisi”) is, and at all times
7 herein mentioned was, an individual, doing business in the County of San Diego,
8 State of California.
9

10 8. EVAN JAXTHEIMER (“JAXTHEIMER” or “Mr. Jaxtheimer”) is,
11 and at all times herein mentioned was, an individual, doing business in the County
12 of San Diego, State of California.
13

14 9. Mr. Donisi and Mr. Jaxtheimer are the sole owners and directors of
15 DONISI JAX, INC. a/k/a NATIONWIDE HEALTH ADVISORS
16 (“NATIONWIDE”).
17

18 10. HELPING HAND HEALTH GROUP INC (“HELPING HAND”) is,
19 and at all times herein mentioned was, a Florida corporation, doing business in the
20 County of San Diego, State of California.
21

22 11. ANTHONY MARESCA (“MARESCA” or “Mr. Maresca”) is, and at
23 all times herein mentioned was, an individual, doing business in the County of San
24 Diego, State of California.
25

26 12. MATTHEW HERMAN (“HERMAN” or “Mr. Herman”) is, and at all
27
28

1 times herein mentioned was, an individual, doing business in the County of San
2 Diego, State of California.

3 13. Mr. Maresca is, and has been since January 9, 2017, the sole owner,
4 director and officer of HELPING HAND HEALTH GROUP INC (“HELPING
5 HAND”).
6

7 14. From its formation in September of 2016 through January 9, 2017,
8 Mr. Herman was the sole owner, director and officer of HELPING HAND
9 HEALTH GROUP INC (“HELPING HAND”).
10

11 15. HII, NCE, UNIFIED, COMPANION, NATIONWIDE, DONISI,
12 JAXTHEIMER, HELPING HAND, MARESCA and HERMAN are all
13 collectively referred to herein as Defendants.
14

15 16. This case is filed pursuant to the Telephone Consumer Protection Act
16 of 1991, 47 U.S.C. §227 et. seq. The U.S. Supreme Court recently decided that
17 federal courts have federal question subject matter jurisdiction over such civil
18 actions under 28 U.S.C. §§ 1331 and 1441. *Mims v. Arrow Fin. Services, LLC*, --
19 U.S. --, 132 S.Ct. 740, 753 (2012).
20
21

22 17. At all times herein mentioned each defendant was the partner, agent
23 and employee of each co-defendant herein and was at all times acting within the
24 scope of such partnership, agency and employment and each defendant ratified the
25 conduct of each co-defendant herein.
26
27
28

NATURE OF THE ACTION

1
2 18. Plaintiffs bring this class action against Defendants for injunctive
3 relief and damages and other relief available at law and in equity on behalf of
4 themselves and members of the following class of persons dividing into two sub-
5 classes:
6

7
8 Sub-Class No. 1:

9 *All persons and entities located within the United States of America to*
10 *whose mobile phone Defendants and/or its agents transmitted a call using*
11 *an automatic telephone dialing system or prerecorded voice without prior*
12 *express written consent from the called party at anytime from January 28,*
13 *2015 to the present, including up to and through trial; and,*

14 Sub-Class No. 2

15
16 *All persons and entities located within the United States of America to*
17 *whose residential telephone line Defendants and/or its agents transmitted a*
18 *call using a prerecorded voice without prior express written consent from*
19 *the called party at anytime from January 28,2015 to the present, including*
20 *up to and through trial.*

21 19. HII is the principle actor in a scheme to sell short term non-Affordable
22 Care Act compliant medical insurance plans and other low quality insurance
23 related services though fraud and deceit.
24

25 20. While much of the fraud, deceit and bait and switch tactics are matters
26 to be policed by state insurance regulators—some of whom have already taken
27 action—all of these lies are started by making illegal telemarketing calls prohibited
28

1 by the Telephone Consumer Protection Act of 1991 (“TCPA”), which gives
2 victims of junk calls a private right of action to sue for the intrusion on their
3 privacy.
4

5 21. The modus operandi is the same for all the calls in this case, a boiler
6 room phone salesperson working for an insurance agent, like NATIONWIDE and
7 HELPING HANDS , who is contracted to master agent HII makes a “cold call” to
8 an unsuspecting consumer using either pre-recorded messages or auto-dialers in
9 order to sell the junky insurance products and “memberships” HII has bundled
10 together, .
11

12 22. Plaintiff pleads on information and belief that the Defendants’ auto-
13 dialers are devices that have the capacity to—and actually does—produce, store
14 and call telephone numbers using a random or sequential number generator
15 meeting the statutory definition of automatic telephone dialing system (“ATDS”)
16 within the TCPA.
17

18 23. If the target answers this call, he or she will then hear either a pre-
19 recorded message asking them to “press 1” or other numbers at various prompts
20 during the pitch, or in some limited circumstances the victim will hear a pause
21 while the auto-dialer connects the call to a live sales representative.
22

23 24. During the prerecorded calls, if the victim presses the numbers at the
24 prompts indicating they can qualify for the low quality HII insurance bundle, they
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1 will then be connected with a sales person who will aggressively and deceitfully
2 attempt to sell the bundle.

3 25. Sales agents will routinely lie about whose insurance they are
4 appointed to sell baiting victims with name brands like Blue Cross when their only
5 appointment is with UNIFIED or COMPANION, and they will also lie about their
6 qualifications, licensing, years as sellers, whether products in the bundle are
7 mandatory or even necessary, and in many cases the telephone sales representative
8 is not the actual agent whose name will appear on a policy.
9

10
11
12 26. If the consumer then purchases any plan HII is the master agent who
13 takes all payments and distributes them to their downstream boiler room agents
14 and the companies whose products make up the bundle.
15

16 27. The purchaser receives only emails from HII welcoming them to the
17 insurance plan.
18

19 28. The bundle is always centered on a non-Affordable Care Act
20 compliant medical insurance plan from UNIFIED or COMPANION but includes
21 many other substandard components.
22

23 29. Purchasing a plan will require the consumer to pay a one time fee to
24 NCE for a “membership” of dubious value since all they offer are so-called
25 discounts on health related services, most of which are available to the general
26 public anyway.
27
28

1 30. The real purpose of the NCE membership fee is to get a few hundred
2 dollars up front of which NCE only gets a small amount, but the majority of which
3 HII will channel to the boiler room operators like HELPING HAND and
4 NATIONWIDE so they can pay their phone jockeys a one-time commission while
5 they and HII hold most or all of the valuable residual commission.
6

7
8 31. The bundle also includes similar “plans” from non-insurance
9 companies like Med-Sense and Scrip Pal which merely collect fees in exchange for
10 giving plan holders not insurance but just discounts and coupons on some medical
11 related things like prescriptions and eye glasses.
12

13 32. However, again, these practices are regulated by state authorities and
14 the gravamen of this action is the illegal calls used to sell these bundles which are
15 made by boiler rooms like HELPING HAND and NATIONWIDE with the full
16 knowledge and assistance of HII and its major insurance partners UNIFIED and
17 COMPANION.
18

19
20 33. The TCPA was passed in order to regulate telemarketing by
21 prohibiting autodialed/prerecorded calls to cell phones and prerecorded calls to
22 residential lines in the absence of prior express written consent obtained from the
23 target before making the calls.
24

25
26 34. Defendants have intentionally violated the TCPA in a so-far
27 successful attempt to sell low quality insurance plans for years.
28

FACTUAL DETAILS RE NAMED PLAINTIFF

1
2 35. Mr. Moser made a log of all the HII-selling calls from HELPING
3 HAND and NATIONWIDE with the date and time sent and the Caller ID
4 information in a spreadsheet, which is attached hereto as Exhibit 1 and
5 incorporated herein as if set forth verbatim.
6

7
8 36. Mr. Moser never gave any of the Defendants express written
9 permission to call him, nor does he have an established business relationship with
10 HELPING HAND, NATIONWIDE nor any other Defendant.
11

12 37. In just a short five week time span from April 6, 2017 to May 10,
13 2017, Defendant HELPING HAND transmitted fifteen (15) autodialed and
14 prerecorded calls to Mr. Moser’s cellular phones (858-414-6170 and 858-627-
15 4190) and residential telephone line (858-630-5264) all using the same Caller ID
16 Name of “Aviator Christine” to try to sell HII’s bundle of insurance related
17 services. All of the calls complained of to the residential line were prerecorded
18 while the calls to the cellular phones included some autodialed live calls.
19
20
21

22 38. In just a short five week time span from April 6, 2017 to May 10,
23 2017, Defendant HELPING HAND transmitted thirty-five (35) autodialed and
24 prerecorded calls to Mr. Moser’s cellular phones (858-414-6170 and 858-627-
25 4190) and residential telephone line (858-630-5264) all using the same Caller ID
26 Name of “Health Survey I Did Online...” to try to sell HII’s bundle of insurance
27
28

1 related services. All of the calls complained of to the residential line were
2 prerecorded while the calls to the cellular phones included some autodialed live
3 calls.
4

5 39. During at least one of the “Aviator Christine” and “Health Survey I
6 Did Online...” calls from HELPING HAND, Mr. Moser feigned interest to
7 determine the true identity of the caller and relationship of the Defendants and
8 faked buying a policy, and in both cases he was told to verify the purchase with
9 someone from HII during the phone call and received welcome e-mails from HII
10 and only HII thereafter.
11
12

13 40. None of the HELPING HAND calls transmitted an accurate Caller ID
14 Name identifying HELPING HAND as the calling party.
15

16 41. In just a short five week time span from April 6, 2017 to May 10,
17 2017, Defendant NATIONWIDE transmitted thirty-two (32) autodialed and
18 prerecorded calls to Mr. Moser’s cellular phones (858-414-6170 and 858-627-
19 4190) and residential telephone line (858-630-5264). These calls all used the exact
20 same prerecorded message and CID 310-494-2699 to try to sell HII’s bundle of
21 insurance related services. All of these NATIONWIDE calls were prerecorded and
22 autodialed regardless of whether they were made to Mr. Moser’s residential or
23 cellular line.
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1 42. During at least one of the calls from NATIONWIDE, Mr. Moser
2 feigned interest to determine the true identity of the caller and relationship of the
3 Defendants, pushing some buttons to get through the prerecorded message before
4 being connected to a live sales representative.
5

6 43. The sales representative falsely claimed his name was Michael G.
7 Miller and evaded stating the name of his company.
8

9 44. Mr. Moser had to fake buying a policy since the caller would never
10 identify his company and no person named Michael G. Miller had a license to sell
11 insurance on record with the California Department of Insurance.
12

13 45. As with the other calls, Mr. Moser was transferred to someone with
14 HII who identified herself as “Shiera” during the verification process.
15

16 46. The HII representative “Shiera” identified the sales representative as
17 Michael Cugini and the call center/broker as NATIONWIDE.
18

19 47. Michael Cugini does have a license to sell insurance, though his only
20 appointments are with HII affiliated companies including UNIFIED.
21

22 48. After the call, Mr. Moser received all welcome e-mails from HII
23 thereafter.
24

25 49. While DONISI JAX, INC. a/k/a NATIONWIDE HEALTH
26 ADVISORS does business primarily under the latter name, they have not
27 registered “Nationwide Health Advisors” as a legal trade name in their home state
28

1 of Florida nor anywhere else so far as Plaintiff was able to determine, and thus this
2 may not be a legal proper name for the company.

3 50. Plaintiff alleges on information and belief that none of the
4 NATIONWIDE calls transmitted an accurate Caller ID Name identifying
5 NATIONWIDE as the calling party.
6

7 51. Mr. Moser has detailed only the eighty-two (82) calls during the five
8 week period mentioned above because the high volume of total calls to him makes
9 them hard to document in detail. Mr. Moser alleges that since early 2015 to
10 present Defendants have made many more violative calls to Plaintiff's cellular and
11 wireless numbers and expressly includes claims for them herein even though the
12 specifics of the dates and times are unknown at this time without the aid of
13 discovery.
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18 **LIABILITY OF HELPING HAND AND NATIONWIDE**

19 52. During at least one of HELPING HAND's calls to Mr. Moser, he
20 asked the sales representative, "Jonathan" for his number and he responded that the
21 number was, "855-325-3305 for my agency, Helping Hand Health Group."
22
23

24 53. During at least one of the NATIONWIDE calls, the HII verification
25 representative identified NATIONWIDE as the caller and all of the calls from
26 NATIONWIDE were transmitted from the same CID 310-494-2699 and used the
27 exact same prerecorded message on each call that was answered.
28

1 54. During at least one of NATIONWIDE’s calls to Mr. Moser, he asked
2 the sales representative—whose name he cannot recall—for the name of her
3 agency and she said it was “Nationwide Health Advisors”.

4
5 55. The Better Business Bureau (“BBB”) report for “Nationwide Health
6 Advisors” in Florida confirms that they sell the exact HII bundles Mr. Moser was
7 pitched during the calls and that the BBB received numerous complaints for
8 telemarketing following the same pattern as the calls to Mr. Moser. See,
9 [https://www.bbb.org/south-east-florida/business-reviews/insurance-](https://www.bbb.org/south-east-florida/business-reviews/insurance-agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592/reviews-and-complaints)
10 [agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592/reviews-and-](https://www.bbb.org/south-east-florida/business-reviews/insurance-agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592/reviews-and-complaints)
11 [complaints.](https://www.bbb.org/south-east-florida/business-reviews/insurance-agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592/reviews-and-complaints)

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15 56. The BBB report also identifies the true company name of Donisi Jax,
16 Inc., which unlike for “Nationwide Health Advisors” is a registered company and
17 trade name with the Florida Department of State Division of Corporations. See,
18 [http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype](http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DONISIJAX%20P15000776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-84f39a9dad8a&searchTerm=donisi%20jax&listNameOrder=DONISIJAX%20P150000776140)
19 [=EntityName&directionType=Initial&searchNameOrder=DONISIJAX% 20P1500](http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DONISIJAX%20P15000776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-84f39a9dad8a&searchTerm=donisi%20jax&listNameOrder=DONISIJAX%20P150000776140)
20 [00776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-](http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DONISIJAX%20P15000776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-84f39a9dad8a&searchTerm=donisi%20jax&listNameOrder=DONISIJAX%20P150000776140)
21 [84f39a9dad8a&searchTerm=donisi% 20jax&listNameOrder=DONISIJAX% 20P15](http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DONISIJAX%20P15000776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-84f39a9dad8a&searchTerm=donisi%20jax&listNameOrder=DONISIJAX%20P150000776140)
22 [0000776140.](http://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DONISIJAX%20P15000776140&aggregateId=domp-p15000077614-d535c2b0-5c23-46ce-abcb-84f39a9dad8a&searchTerm=donisi%20jax&listNameOrder=DONISIJAX%20P150000776140)

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LIABILITY OF DONISI, JAXTHEIMER, MARESCA and HERMAN

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2 57. The Florida Department of State Division of Corporations official
3 corporate filing records list DONISI and JAXTHEIMER as the sole owners and
4 directors of NATIONWIDE.
5

6 58. The BBB report for NATIONWIDE lists only DONISI and
7 JAXTHEIMER as officers, namely as President and Vice-President respectively.
8

9 59. Plaintiff has searched public records such as federal employer
10 Identification Number registries and can find no record that NATIONWIDE ever
11 employed anyone in a managerial capacity, nor any evidence that anyone other
12 than DONISI and JAXTHEIMER ever held any managerial role at
13 NATIONWIDE.
14
15

16 60. Plaintiff alleges on information and belief that Defendants DONISI
17 and JAXTHEIMER made the violative calls, ordered them made, knew the calls
18 described above were being made and did nothing, or were willfully and recklessly
19 ignorant of the fact their company was making the calls described above.
20
21

22 61. The Florida Department of State Division of Corporations official
23 corporate filing records list MARESCA as the sole owner, director and officer of
24 HELPING HAND from January 9, 2017 to the present.
25

26 62. The Florida Department of State Division of Corporations official
27 corporate filing records list HERMAN as the sole owner, director and officer of
28

1 HELPING HAND from its formation in September of 2016 through January 9,
2 2017.

3 63. Plaintiff has searched public records such as federal employer
4 Identification Number registries and can find no record that HELPING HAND
5 ever employed anyone in a managerial capacity, nor any evidence that anyone
6 other than MARESCA and HERMAN ever held any managerial role at HELPING
7 HAND.
8
9

10 64. Plaintiff alleges on information and belief that Defendants
11 MARESCA and HERMAN made the violative calls, ordered them made, knew the
12 calls described above were being made and did nothing, or were willfully and
13 recklessly ignorant of the fact their company was making the calls described
14 above.
15
16

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18 **LIABILITY OF HII**
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20 65. As mentioned above, HII is the principal orchestrator of the illegal
21 calls and boiler room junk insurance sales scheme, and they have been cited by
22 state insurance regulators before.
23

24 66. Just back in April of this year ULIC had to settle “claims of unlawful,
25 deceptive sales” practices for \$2.8 million with The Attorney General of the State
26 of Massachusetts for HII orchestrated policies, and a true and correct copy of the
27
28

1 Attorney General press release announcing the settlement is attached hereto as
2 Exhibit 2 and incorporated herein as if set forth verbatim.

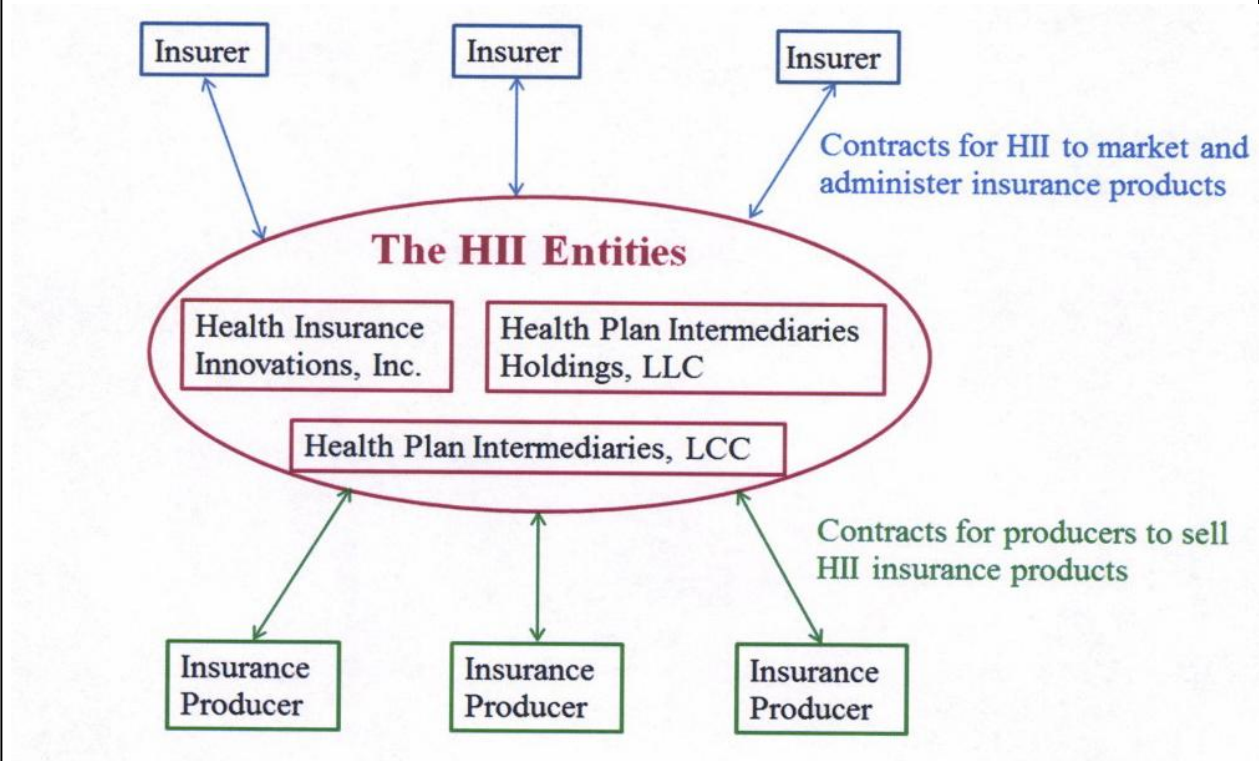
3 67. The Insurance Commissioner of the State of Arkansas issued a Cease
4 And Desist and Order To Show Cause against HII in 2016, a true and correct copy
5 of which is attached hereto as Exhibit 3 and incorporated herein as if set forth
6 verbatim.
7
8

9 68. On May 9, 2016, the Securities and Insurance Commissioner of the
10 State of Montana issued a Cease And Desist and Summary Suspension against
11 both HII and ULIC and all their representatives licensed in the State of Montana, a
12 true and correct copy of which is attached hereto as Exhibit 4 and incorporated
13 herein as if set forth verbatim.
14
15

16 69. The Notice of Proposed Agency Action and Opportunity for Hearing
17 issued prior to the Montana Insurance Commissioner's Order describes in
18 considerable detail HII's central role in organizing the insurance scheme and
19 creating the sales environment that leads to all the deceptive and unlawful sales
20 practices including TCPA violations.
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22

23 70. A true and correct copy of the Notice of Proposed Agency Action and
24 Opportunity for Hearing filed by the Office of the Montana State Auditor
25 ("Montana NPAA"), Commissioner of Securities and Insurance is attached hereto
26 as Exhibit 5 and incorporated herein as if set forth verbatim.
27
28

1 71. That document, incorporated and alleged herein verbatim, shows
2 HII's central role:



16 72. And just as alleged above, the Montana NPAA similarly describes
17 how the NCE enrollment fee is used primarily to pay the boiler-room sales
18 people's commission so master agent HII and its sub-agents HELPING HAND and
19 NATIONWIDE (and their owners) can all profit from the residual commission
20 income. See, Exhibit 5, Montana NPAA, p. 5.

21 73. And, as alleged above, if anyone purchases one of these HII bundled
22 plans, their introductory e-mail and all further communications to the new
23 customer will be from HII.
24
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1 74. A true and correct copy of the first e-mail received by Moser after he
2 signed up for one of these HII plans in order to determine the relationship of the
3 Defendants in this case is attached hereto as Exhibit 5 and incorporated herein as if
4 set forth verbatim.
5

6 75. HII not only creates the scheme as well as the environment
7 engendering illegal robocalling and autodialer calling, they most certainly know
8 their sub-agents are making such TCPA-violative calls, and have known since at
9 least June 27, 2014.
10

11 76. On June 27, 2014, Mr. Moser sued HII and ULIC for TCPA-violative
12 illegal telemarketing calls he had received from their and their sub-agents up to
13 that time.
14

15 77. A true and correct copy of Mr. Moser's first case against HII and
16 ULIC for TCPA violations is attached hereto as Exhibit 6 and incorporated herein
17 as if set forth verbatim.
18

19 78. On January 28, 2015, Mr. Moser and HII and ULIC settled these prior
20 TCPA claims in a formal written release, a true and correct copy of which is
21 attached hereto as Exhibit 7 and incorporated herein as if set forth verbatim.
22

23 79. Thus, not only are HII's sub-agents like HELPING HAND and
24 NATIONWIDE violating the TCPA's with HII's express or implied authority,
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1 there is simply no doubt that HII knows what its agents are doing for its benefit
2 and ratifying their conduct after the fact.

3 80. And even without all of HII's direct involvement and knowledge from
4 prior lawsuits, any company that did even the vaguest and most cursory internet
5 only research would almost immediately discover a multitude of TCPA-related
6 junk call complaints against sub-agents like HELPING HAND and
7
8 NATIONWIDE.

9
10 81. Nearly every outbound Caller ID number or callback number used by
11 HELPING HAND has complaint notes on sites like 800Notes.com from annoyed
12 telemarketing victims. See, e.g., <http://800notes.com/Phone.aspx/1-941-405-1931>
13 (number used for calls to Mr. Moser on May 8, 2017), and,
14
15 <http://800notes.com/Phone.aspx/1-941-251-8052> (number used for calls to Mr.
16 Moser on May 4-5, 2017)

17
18 82. And NATIONWIDE's not only has similar 800Notes.com reports on
19 its Caller ID number referencing its true corporate name, but even its Better
20 Business Bureau page shows junk call complaints, and its Google reviews which
21 pop right up whenever the company name is searched show a low one star rating
22 and most of the 22 reviews are complaints about junk calling. See,
23
24 [https://www.bbb.org/south-east-florida/business-reviews/insurance-](https://www.bbb.org/south-east-florida/business-reviews/insurance-agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592)
25 agency/nationwide-health-advisors-in-fort-lauderdale-fl-90344592, and,
26
27
28

1 [https://www.google.com/search?q=nationwide+health+advisorrrs&ie=utf-](https://www.google.com/search?q=nationwide+health+advisorrrs&ie=utf-8&oe=utf-8#lrd=0x88d903b9471d0207:0x1decc5eeac2aef3f,1,)
2 [8&oe=utf-8#lrd=0x88d903b9471d0207:0x1decc5eeac2aef3f,1,.](https://www.google.com/search?q=nationwide+health+advisorrrs&ie=utf-8&oe=utf-8#lrd=0x88d903b9471d0207:0x1decc5eeac2aef3f,1,)

3
4 83. As a master agent, HII would have to be brain dead or intentionally
5 and willfully ignorant to avoid knowing that its sub-agents HELPING HAND and
6 NATIONWIDE are routinely and brazenly breaking the TCPA laws and
7 regulations.
8

9
10 **LIABILITY OF NCE, UNIFIED AND COMPANION**

11 84. UNIFIED was the primary named party in the Massachusetts
12 Insurance Commissioner settlement for illegal deceptive practices discussed above,
13 and was named with master agent HII in the Securities and Insurance
14 Commissioner of the State of Montana issued a Cease And Desist and Summary
15 Suspension. See, Exhibits 2, 4-5.
16
17

18 85. UNIFIED and NCE were named in the prior lawsuit by Moser for
19 TCPA violations committed by HII sub-agents. See, Exhibits 6-7.
20

21 86. And COMPANION could hardly fail to notice all of these state
22 actions and public record lawsuits for illegal sales practices and junk calling
23 violations if they did any reasonable due diligence regarding their new master
24 agent partner HII, its long time insurance provider ULIC, and consistent
25 membership fee helper NCE.
26
27
28

1 87. Furthermore, COMPANION as the one who appoints the handful of
2 actually licensed agents at HELPING HAND and NATIONWIDE would have to
3 be just as willfully ignorant as HII above to try to claim no knowledge fo what
4 these brokerages are doing given the multitude of internet reports.
5

6
7 **FINAL LIABILITY ALLEGATIONS**
8

9 88. Plaintiff pleads on information and belief that HELPING HAND is
10 explicitly hired by HII, UNIFIED, NCE, and COMPANION as their agent in order
11 to make the illegal pre-recorded auto-dialed calls to the benefit of HII, UNIFIED,
12 NCE, and COMPANION.
13

14 89. Plaintiff pleads on information and belief that HII, UNIFIED, NCE,
15 and COMPANION knows or reasonably should have known (implied agency), that
16 HELPING HAND is making the illegal pre-recorded auto-dialed calls to the
17 benefit of HII, UNIFIED, NCE, and COMPANION.
18

19 90. Plaintiff pleads on information and belief that HII, UNIFIED, NCE,
20 and COMPANION explicitly condones the actions of HELPING HAND in making
21 the illegal pre-recorded auto-dialed calls to the benefit of HII, UNIFIED, NCE, and
22 COMPANION by condoning their actions afterwards.
23

24 91. Plaintiff pleads on information and belief that NATIONWIDE is
25 explicitly hired by HII, UNIFIED, NCE, and COMPANION as their agent in order
26
27
28

1 to make the illegal pre-recorded auto-dialed calls to the benefit of HII, UNIFIED,
2 NCE, and COMPANION.

3 92. Plaintiff pleads on information and belief that HII, UNIFIED, NCE,
4 and COMPANION knows or reasonably should have known (implied agency), that
5 NATIONWIDE is making the illegal pre-recorded auto-dialed calls to the benefit
6 of HII, UNIFIED, NCE, and COMPANION.
7
8

9 93. Plaintiff pleads on information and belief that HII, UNIFIED, NCE,
10 and COMPANION explicitly condones the actions of NATIONWIDE in making
11 the illegal pre-recorded auto-dialed calls to the benefit of HII, UNIFIED, NCE, and
12 COMPANION by condoning their actions afterwards.
13
14

15 **ACTUAL HARM & WILFUL AND KNOWING CONDUCT**
16

17 94. The Telephone Consumer Protection Act of 1991 (“TCPA”) was
18 passed in order to regulate telemarketing and requires that a sender obtain prior
19 express written consent before autodialing to mobile phones.
20

21 95. Defendants have intentionally violated the TCPA in a so-far
22 successful attempt to sell low quality insurance plans for years.
23

24 96. Plaintiff has been harmed by the junk calls complained of herein by
25 the direct waste of his time during the call itself, the indirect waste of time in
26 having to break from other important tasks and spend time catching up after the
27 junk call, the waste of telephone service which he and not Defendants must pay
28

1 for, the costs of having to pursue legal remedies, and in the aggravation and
2 consequent health effects of stress these illegal intrusions have caused.

3
4 97. Plaintiff has been harmed by the calls he did not answer by the direct
5 waste of his time in having to check the Caller ID while he was busy in meetings
6 or with other projects before declining the call, the indirect waste of time in having
7 to break from other important tasks and spend time catching up after these junk
8 calls, the waste of telephone service which he and not Defendants must pay for, the
9 costs of having to pursue legal remedies, and in the aggravation and consequent
10 health effects of stress these illegal intrusions have caused.
11
12

13 98. During each of Defendants' calls, Plaintiff wanted to make or receive
14 a call to/from someone else for his own personal or business reasons and was
15 blocked from doing so by the line being tied up by Defendants.
16
17

18 99. As a proximate result of these intrusions, Plaintiff suffered damage in
19 an amount according to proof, but no less than 5% of his monthly phone bills in
20 late 2016 and throughout 2017 since Defendants calls constituted 5% or more of
21 the total calls to his phone during the heights of their junk calling campaign in
22 those two months.
23
24

25 100. Plaintiff alleges on information and belief that Defendants made the
26 calls described above intentionally, in the sense that the number called was the one
27 they meant to call in pitching their services.
28

1 101. Plaintiff alleges on information and belief that Defendants made the
2 calls described above knowing that they were made in contravention of the TCPA
3 and other telemarketing laws and regulations.
4

5
6 **CLASS ACTION ALLEGATIONS**

7 102. **Description of the Class:** Plaintiffs bring this class action against
8 Defendants for injunctive relief and damages and other relief available at law and
9 in equity on behalf of themselves and members of the following class of persons
10 dividing into two sub-classes:
11

12
13
14 Sub-Class No. 1:

15 *All persons and entities located within the United States of America to*
16 *whose mobile phone Defendants and/or its agents transmitted a call using*
17 *an automatic telephone dialing system or prerecorded voice without prior*
18 *express written consent from the called party at anytime from January 28,*
19 *2015 to the present, including up to and through trial; and,*

20 Sub-Class No. 2

21 *All persons and entities located within the United States of America to*
22 *whose residential telephone line Defendants and/or its agents transmitted a*
23 *call using a prerecorded voice without prior express written consent from*
24 *the called party at anytime from January 28, 2015 to the present, including*
25 *up to and through trial.*
26

27 ///
28

1 103. Excluded from the Class are governmental entities, Defendants, any
2 entity in which Defendants have a controlling interest, and Defendants’ officers,
3 directors, affiliates, legal representatives, employees, co-conspirators, successors,
4 subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or
5 judicial officer presiding over this matter and the members of their immediate
6 families and judicial staff.
7
8

9 104. Plaintiffs reserve the right to modify the Class description and the
10 Class period based on the results of discovery.
11

12 105. **Numerosity:** The proposed Class is so numerous that individual
13 joinder of all its members is impracticable. Due to the nature of the evidence of
14 the number of calls made by Defendants, Plaintiffs believe that the total number of
15 Class members is at least in the tens of thousands and members and the members
16 are geographically dispersed across California and the United States. While the
17 exact number and identities of the Class members are unknown at this time, such
18 information can be ascertained through appropriate investigation and discovery,
19 namely through Defendants’ call records. The disposition of the claims of the
20 Class members in a single class action will provide substantial benefits to all
21 parties and to the Court.
22
23
24
25

26 106. **Common Questions of Law and Fact Predominate:** There are
27 many questions of law and fact common to the representative Plaintiff and the
28

1 Class, and those questions substantially predominate over any questions that may
2 affect individual Class members. Common questions of fact and law include, but
3 are not limited to, the following:
4

5 a. Whether Defendants transmitted autodialed or prerecorded calls to
6 numbers assigned to cellular telephone services without prior express
7 written consent from the owners of those lines.
8

9 b. Whether Defendants transmitted prerecorded telemarketing calls to
10 residential phone lines without prior express written consent from the
11 owners of those lines.
12

13 c. Whether the transmission of the calls mentioned in (a) or (b), above
14 was done willfully or knowingly by Defendants.
15

16 d. Whether agency relationships giving rise to TCPA liability exist
17 amongst and between HII, NCE, UNIFIED, COMPANION,
18 NATIONWIDE, DONISI, JAXTHEIMER, HELPING HAND, MARESCA
19 and HERMAN.
20
21

22 107. **Typicality:** Plaintiffs' claims are typical of the claims of the
23 members of the Class. Plaintiffs and all members of the Class have been similarly
24 affected by Defendants' common course of conduct since Defendants' have
25 repeatedly called the Class to sell their low quality insurance products. Named
26 Plaintiff Moser's prior settlement with HII and other Defendants merely shows the
27
28

1 knowledge of those defendants and is not evidence of a required element of the
2 TCPA claims common to all class members.

3 108. **Adequacy of Representation:** Plaintiffs will fairly and adequately
4 represent and protect the interests of the Class. Plaintiffs have retained counsel
5 with experience in handling complex litigation. Plaintiffs and their counsel are
6 committed to vigorously prosecuting this action on behalf of the Class and have the
7 financial resources to do so. Neither Plaintiffs nor their counsel have any interests
8 adverse to those of the Class.
9
10

11 109. **Superiority of a Class Action:** Plaintiffs and the members of the
12 Class suffered, and will continue to suffer, intangible and tangible harm as a result
13 of Defendant's unlawful and wrongful conduct. A class action is superior to other
14 available methods for the fair and efficient adjudication of the present controversy.
15 Individual joinder of all members of the class is impractical. Even if individual
16 class members had the resources to pursue individual litigation, it would be unduly
17 burdensome to the courts in which the individual litigation would proceed.
18 Individual litigation magnifies the delay and expense to all parties in the court
19 system of resolving the controversies engendered by Defendants' common course
20 of conduct. The class action device allows a single court to provide the benefits of
21 unitary adjudication, judicial economy, and the fair and efficient handling of all
22 class members' claims in a single forum. The conduct of this action as a class
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1 action conserves the resources of the parties and of the judicial system and protects
2 the rights of the class member. Furthermore, for many, if not most, a class action
3 is the only feasible mechanism that allows therein an opportunity for legal redress
4 and justice
5

6 110. Adjudication of individual class member’s claims with respect to
7 Defendants would, as a practical matter, be dispositive of the interests of other
8 members not parties to the adjudication and could substantially impair or impede
9 the ability of other class members to protect their interests.
10
11

12
13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION: TCPA VIOLATION**
15 **AUTODIALED/PRERECORDED CALL TO WIRELESS NUMBERS**
16 **(On Behalf of the First Plaintiff Sub-Class)**

17 111. Plaintiffs reallege all paragraphs above and incorporates them herein
18 by reference.
19

20 112. Plaintiffs are bringing this action pursuant to the provisions of the
21 Telephone Consumer Protection Act of 1991 (47 U.S.C. §227 and 47 C.F.R.
22 §64.1200 – “TCPA”).
23

24 113. Subdivision (b) (1) (A) (iii) of Section 227 of Title 47 of the United
25 States Code makes it unlawful for any person to “Make any call (other than a call
26 made for emergency purposes or made with the prior express consent of the called
27 party) using any automatic telephone dialing system or an artificial or prerecorded
28

1 voice...to any telephone number assigned to a paging service, specialized mobile
2 radio service, or other radio common carrier service, or any service for which the
3 called party is charged for the call.”
4

5 114. Plaintiffs allege on information and belief that Defendants use devices
6 and software to make prerecorded and auto-dialed calls that records the numbers to
7 be called and then calls them without human intervention.
8

9 115. Defendants have been calling Plaintiffs’ numbers assigned to a
10 wireless service, using an automatic telephone dialing system or an artificial or
11 prerecorded voice, without Plaintiff’s express permission on multiple occasions
12 since January 28, 2015. These calls were not made for any emergency purpose,
13 nor were these calls exempt under subdivision (c) of section 64.1200 of title 47 of
14 the Code of Federal Regulations.
15
16

17 116. Subdivision (b)(3) of section 227 of title 47 of the United States Code
18 permits a private right of action in state court for violations of 47 U.S.C. §227 (b)
19 (1) (A) (iii). Plaintiffs may recover injunctive relief as well as actual damages or
20 \$500.00 per violation, whichever is greater. If the court finds that defendants’
21 violations were willful or knowing, it may, in its discretion, award up to three
22 times that amount.
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1 **SECOND CAUSE OF ACTION: TCPA VIOLATION**
2 **PRERECORDED MARKETING CALLS TO RESIDENTIAL NUMBERS**
3 **(On Behalf of the Second Plaintiff Sub-Class)**

4 117. Plaintiffs reallege all paragraphs above and incorporates them herein
5 by reference.

6 118. Plaintiffs are bringing this action pursuant to the provisions of the
7 Telephone Consumer Protection Act of 1991 (47 U.S.C. §227 and 47 C.F.R.
8 §64.1200 – “TCPA”).

9 119. Subdivision (b) (1) (B) of Section 227 of Title 47 of the United States
10 Code makes it unlawful for any person to “initiate any telephone call to any
11 residential telephone line using an artificial or prerecorded voice to deliver a
12 message without the prior express consent of the called party, unless the call is
13 initiated for emergency purposes or is exempted by rule or order of the
14 Commission under paragraph (2) (B);”

15 120. Defendants have called Plaintiffs’ residential telephone lines, using an
16 artificial or prerecorded voice to deliver a message, without Plaintiffs’ express
17 permission on multiple occasions since January 28, 2015. These calls are the only
18 calls known to Plaintiffs at this time and Plaintiffs state on information and belief,
19 without yet having the aid of full discovery, that it is quite likely that Defendants
20 have made many more violative calls to Plaintiffs’ residential telephone lines.
21 These calls were not made for any emergency purpose, nor were these calls exempt
22
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1 under subdivisions (a) and/or (c) of section 64.1200 of title 47 of the Code of
2 Federal Regulations.

3 121. Subdivision (b)(3) of section 227 of title 47 of the United States Code
4 permits a private right of action in state court for violations of 47 U.S.C. §227 (b)
5 (1) (B). Plaintiffs may obtain relief in the form of injunctive relief, or Plaintiffs
6 may recover \$500.00 for each violation, or both. If the court finds that defendants'
7 violations were willful or knowing, it may, in its discretion, award up to three
8 times that amount.
9
10
11

12 WHEREFORE Plaintiffs pray for judgment against defendants, and each of
13 them, as follows:
14

15
16 On the FIRST CAUSE OF ACTION:

- 17 1. For an award of \$500.00 for each violation of 47 U.S.C. § 227;
- 18 2. For an award of \$1,500.00 for each such violation found to have been
19 willful;

20 On the SECOND CAUSE OF ACTION:

- 21 3. For an award of \$500.00 for each violation of 47 U.S.C. § 227;
- 22 4. For an award of \$1,500.00 for each such violation found to have been
23 willful;

24 ///
25 ///
26 ///
27 ///
28 ///

1 On ALL CAUSES OF ACTION:

- 2 5. For attorney's fees pursuant to all applicable federal and state statutes
3 including without limitation California Code of Civil Procedure § 1021.5,
4 California Civil Code §1770, & etc.;
- 5 6. For costs of suit herein incurred; and
- 6 7. For such further relief as the Court deems proper.

7
8 DATED: June 5, 2017

PRATO & REICHMAN, APC

9
10
11 /s/Christopher J. Reichman, Esq.
12 By: Christopher J. Reichman, Esq.
13 **Prato & Reichman, APC**
14 Attorneys for Plaintiff,
15 Kenneth J. Moser
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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

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
KENNETH J. MOSER

DEFENDANTS
HEALTH INSURANCE INNOVATIONS, INC., et. al.

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(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, and Telephone Number)
Christopher J. Reichman SBN 250485, Prato & Reichman, APC
8555 Aero Drive, Suite 303, San Diego, CA 92123
Telephone: (619) 683-7971

Attorneys (If Known) **'17CV1127 WQHKSC**

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)

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 USC 227, Telephone Consumer Protection Act
Brief description of cause:
Illegal Telemarketing Calls

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 9000

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 06/05/2017 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [10 Defendants Named in 'Bait and Switch' Insurance Sales TCPA Class Action](#)
