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8  
9 **IN THE UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **SOUTHERN DIVISION**

12 ARTHUR VEGA,  
13 individually and on behalf of all others  
14 similarly situated,

15 *Plaintiff,*

16 vs.

17 MONEX PLACE WELLNESS, INC.  
18 d/b/a MR NICE GUY,  
19 a California corporation,

20 *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, Arthur Vega, brings this action against Defendant, Monex Place  
3 Wellness, Inc. d/b/a Mr Nice Guy, to secure redress for violations of the Telephone  
4 Consumer 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 licensed cannabis dispensary. To promote its services,  
9 Defendant engages in aggressive unsolicited marketing, harming thousands of  
10 consumers in the process.

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

16 **JURISDICTION AND VENUE**

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

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

24 **PARTIES**

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

1 8. Defendant is a California corporation whose principal office is located at  
2 730 E Dyer Road, Santa Ana, California 92705. Defendant directs, markets, and  
3 provides its business activities throughout the United States, including throughout the  
4 state of California.

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

9 **THE TCPA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

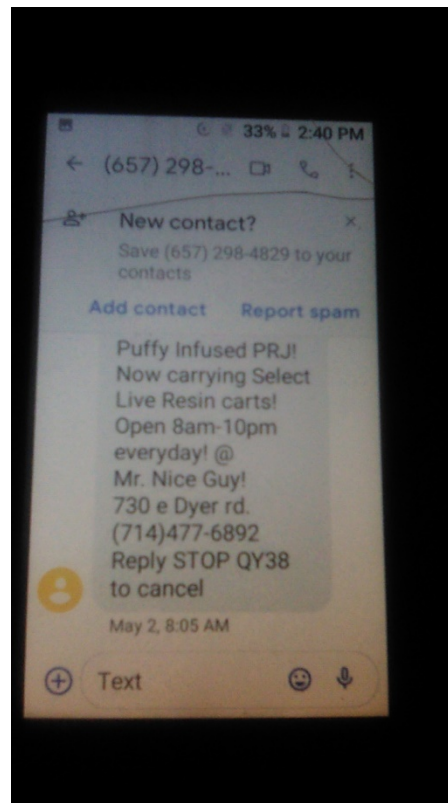
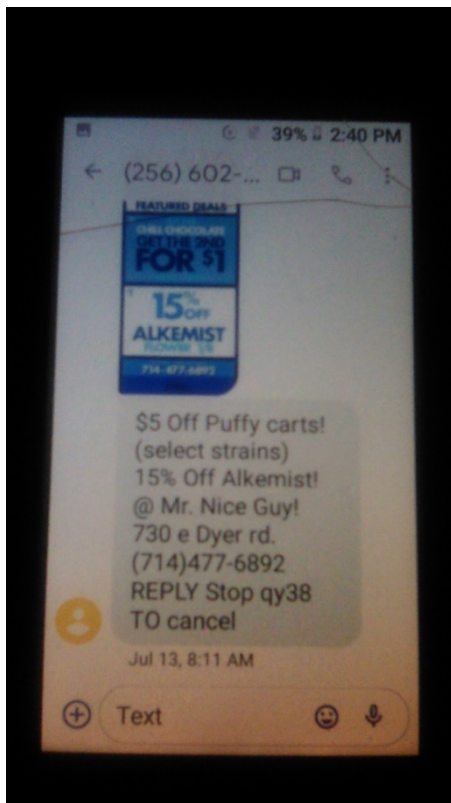
17 22. Further, the FCC has issued rulings and clarified that consumers are  
18 entitled to the same consent-based protections for text messages as they are for calls to  
19 wireless numbers. *See Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 952 (9th Cir. 2009)  
20 (The FCC has determined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

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

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

5 **FACTUAL ALLEGATIONS**

6 24. Over the past year, Defendant sent numerous telemarketing text messages  
7 to Plaintiff’s cellular telephone number ending in 7151 (the “7151 Number”) including  
8 but not limited to the following sent on May 2, 2020 and July 13, 2020:



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

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

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

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

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

14 30. Plaintiff is the subscriber and sole user of the 7151 Number and is  
15 financially responsible for phone service to the 7151 Number.

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



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

4 32. The text messages originated from telephone numbers 657-298-4829 and  
5 other numbers, numbers which upon information and belief are owned and operated  
6 by Defendant or on behalf of Defendant.

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

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

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

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

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



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

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

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

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

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

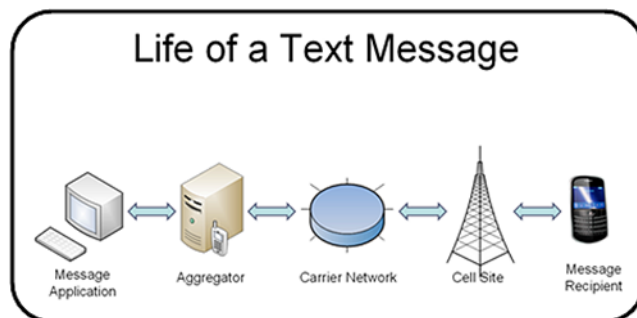
11 43. To transmit the messages at issue, the Platform automatically executed the  
12 following steps:

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

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

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

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



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

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

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

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

## 6 CLASS ALLEGATIONS

### 7 PROPOSED CLASS

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

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

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

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

### 23 NUMEROSITY

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

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

### COMMON QUESTIONS OF LAW AND FACT

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

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

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

#### 19           **TYPICALITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **PRAYER FOR RELIEF**

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

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



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

7 **JURY DEMAND**

8 Plaintiff hereby demand a trial by jury.

9  
10 Dated: November 5, 2020

Respectfully submitted,

11 **EDELSBERG LAW, P.A.**

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16 *Counsel for Plaintiff and the Proposed 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 Mr. Nice Guy Sent Spam Texts Without Permission, Class Action Claims](#)

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