

HONORABLE JAMES L. ROBERT

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

DAVID BORDEN, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

EFINANCIAL, LLC, a Washington Limited  
Liability Company,

Defendant.

Case No. 2:19-cv-01430

SECOND AMENDED CLASS ACTION  
COMPLAINT FOR VIOLATION OF  
THE TELEPHONE CONSUMER  
PROTECTION ACT, 47 U.S. C. § 227

DEMAND FOR JURY TRIAL

Comes now plaintiff DAVID BORDEN, individually, and on behalf of all others  
similarly situated (or “Plaintiff”) alleges as follows:

I. PARTIES

1. Plaintiff, David Borden, is the subscriber assigned to, and exclusively uses and  
maintains, the cell phone that was sent text messages from Defendant or Defendant’s agents.

2. Defendant, eFinancial, LLC, is a Washington Limited Liability Company with its  
principal place of business located in the Western District of Washington at 13810 SE Eastgate  
Way, #300, Bellevue, WA 98005.

1 II. JURISDICTION AND VENUE

2 3. This Court has jurisdiction over this matter pursuant to 47 U.S.C. § 227(b)(3), 47  
3 U.S.C. § 227(c)(5), 28 U.S.C. § 1331 and 28 U.S.C. § 1391.

4 4. Defendant is a Washington Limited Liability Company with its principal place of  
5 business located in the Western District of Washington. As such, this Court has personal  
6 jurisdiction over Defendant and venue is appropriate in this Court pursuant to 28 U.S.C. §  
7 1391(b)(1).  
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9 III. PRELIMINARY STATEMENT

10 5. The Telephone Consumer Protection Act, as amended, 47 U.S.C. § 227  
11 (“TCPA”), is a consumer protection statute that confers on Plaintiffs the right to be free from  
12 certain harassing and privacy-invading conduct, including, but not limited to, sending text  
13 messages using an ATDS, and authorizes an award of damages whenever a violation occurs. The  
14 TCPA provides a private right of action and statutory damages for each violation. Congress and  
15 the Federal Communications Commission (“FCC”) created the TCPA and its implementing  
16 regulations in response to immense public outcry about unwanted text message advertisements  
17 sent using an automatic telephone dialing system (“ATDS”) and robocalls.  
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1           6. Defendant, eFinancial, LLC (“eFinancial”), violated the TCPA and its  
2 implementing regulations by using an ATDS to send Plaintiff and the putative class members  
3 text message advertisements without obtaining their Prior Express Written Consent, which  
4 invaded the privacy rights and right to seclusion of Plaintiff and the putative class members.  
5 Specifically, Defendant’s ATDS used a sequential number generator to store and produce  
6 telephone numbers that were sequentially sent, *en masse*, generic text message advertisements  
7 from a short code.  
8

9           7. Because Defendant used an ATDS to send text message advertisements to  
10 Plaintiff and the putative class, the TCPA requires that the Defendant had to first obtain their  
11 Prior Express Written Consent. Defendant failed to do so. Instead, Defendant chose to utilize  
12 an inconspicuous purported Internet browse-wrap agreement, which failed to establish assent  
13 from the consumer and did not include the disclosures required by the TCPA in order to protect  
14 consumers, leaving insurance seekers with no choice but to agree to the terms of Defendant’s  
15 purported agreement to participate in Defendant’s mass text message advertising campaign if the  
16 consumer endeavored to purchase online insurance.  
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18           8. Defendant’s inconspicuous Internet browse-wrap agreement was designed with  
19 the clear intent to surreptitiously obtain Prior Express Written Consent from hapless insurance  
20 seekers, who were looking for insurance quotes and an option to purchase insurance online, and  
21 not to be bombarded with generic text message advertisements. This conduct explicitly violates  
22 the TCPA.  
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1           9. For Defendant to establish that it received Prior Express Written Consent, as  
2 defined by the FCC, it must prove that it obtained a **valid agreement** that satisfies the following  
3 strictly construed requirements:

4           The written agreement **shall** include a **clear and conspicuous disclosure**  
5 informing the person signing that:

6           a. By executing the agreement, such person authorizes the seller to deliver  
7 or cause to be delivered to the signatory **telemarketing** calls using an  
8 automatic telephone dialing system or an artificial or prerecorded voice;

9           and

10           b. **The person is not required to sign the agreement (directly or**  
11 **indirectly), or agree to enter into such an agreement as a condition of**  
12 **purchasing any property, goods, or services.**

13           47 C.F.R. § 64.1200(f)(8)(i) (emphasis added).

14           10. The FCC requires “full compliance” with each of the above requirements in order  
15 to obtain Prior Express Written Consent to send telemarketing and advertising text messages  
16 using an ATDS. Specifically, the FCC requires the existence of a valid agreement where assent  
17 is not a condition of purchasing any property, goods, or services, and which includes the  
18 mandated clear and conspicuous disclosures in order to avoid consumer confusion and to ensure  
19 that consumers are not sent unwanted Telemarketing text messages using an ATDS.

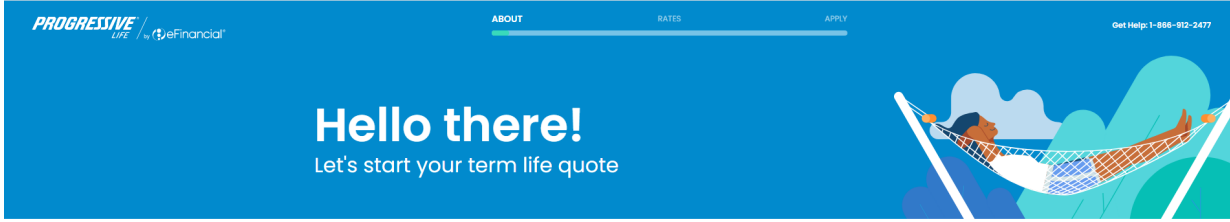
20           11. Here, Plaintiff and the putative class did not assent to an agreement that would  
21 have operated to establish Prior Express Written Consent, and therefore, Defendant was not  
22 permitted to send Plaintiff and the putative class eFinancial Insurance Text Message  
23 Advertisements using an ATDS.



1           17. In order to obtain an online quote and begin the website-initiated purchase of life  
2 insurance, the website prompted Plaintiff to provide certain basic information and click a button  
3 with the words “Get a quote,” written on the button.

4           18. Plaintiff entered the requested information, and clicked the “Get a quote,” button.  
5 Plaintiff’s web browser was then directed to a webpage substantially similar to the following:  
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Tell us about yourself

Name: First Name, MI, Last Name

Gender: Male, Female

Date of Birth: MM / DD / YYYY

Zip Code: Zip Code

Phone Number: ( ) -

Height and weight: Ft., In., Lbs.

Have you used nicotine or tobacco products in the past 12 months? (includes e-cigarettes, chewing tobacco, etc.) Yes, No

Rate your health: Poor, Fair, Good, Excellent

Next, your rates

eFinancial, LLC provides quotes from Fidelity Life and other insurers on this site. These entities are not affiliated with Progressive.

By pressing the button above you agree to this website's Privacy Policy, and you consent to receive offers of insurance from eFinancial, LLC at the email address or telephone numbers you provided, including automated, pre-recorded calls, SMS or MMS messages. Message and data rates may apply. You recognize and understand that you are not required to sign this authorization in order to receive insurance services from eFinancial and you may instead reach us directly at (866) 912-2477.

[Privacy Policy](#) | [Terms of Use](#) | [Important Program Facts](#)

Invitations for application for life insurance on efinancial.com are made through eFinancial, LLC or through its designated agent, Michael Bowcock, only where licensed and appointed. License numbers are available upon request and are automatically provided where required by law. Michael Bowcock is a licensed life insurance agent in all 50 states, including the District of Columbia, and his resident state of Illinois. Michael Bowcock's Illinois license number is 0735943; in California, 009950; in Louisiana, 589652; in Minnesota, 4033306; in Utah, 44023; in Massachusetts, 386400; and in Texas, 187326. eFinancial, LLC's California license number (d/b/a eFinancial Term Insurance Services) is 073757; in Louisiana, 323680 and in Utah, 10450.

eFinancial, LLC places policies for Progressive Life® customers with the insurers listed in the following paragraph. None are affiliated with Progressive, Fidelity Life Association, A Legal Reserve Life Insurance Company, is affiliated with eFinancial.



A full page copy of the ABOUT webpage is attached hereto as Exhibit 1, and can be viewed at: <https://ulifeprogressive.efinancial.com/About> (“ABOUT”).

1           19. As shown above, there is a status bar on the top of the webpage, which describes  
2 the above webpage as the “ABOUT,” webpage, the next webpage as the “RATES,” webpage,  
3 and the following webpage as the “APPLY,” webpage.

4           20. In order to proceed from the ABOUT webpage to RATES webpage, Plaintiff was  
5 required to provide certain demographic information, and then click a button labeled “Next, your  
6 rates.”

7           21. There is no way to proceed to the RATES section and continue the website-  
8 initiated purchase of life insurance without clicking the “Next, your rates” button.

9           22. Plaintiff proceeded to fill in the requested information, and clicked on the “Next,  
10 your rates,” button.

11           23. Unnoticed by Plaintiff, there was fine print located below the “Next, your rates,”  
12 button which stated:

13                           By pressing the button above you agree to this website's Privacy  
14                           Policy, and you consent to receive offers of insurance from  
15                           Efinancial, LLC at the email address or telephone numbers you  
16                           provided, including autodialed, pre-recorded calls, SMS or MMS  
17                           messages. Message and data rates may apply. You recognize and  
18                           understand that you are not required to sign this authorization in  
19                           order to receive insurance services from eFinancial and you may  
20                           instead reach us directly at (866) 912-2477.

21           24. This language was located below the “Next, your rates,” button required to  
22 continue with Plaintiff’s website-initiated purchase of life insurance; was in a significantly  
23 smaller and lighter font than the fonts used for the demographic queries above the fine print; the  
24 “Next, your rates” button included no reference to the fine print below; and there was no check  
25 box or other mechanism to continue the website-initiated purchase of life insurance without  
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1 clicking the “Next, your rates” button, which according to the fine print, establishes a  
2 browsewrap agreement by clicking it.

3 25. Given these facts, no valid agreement was formed when Plaintiff clicked the  
4 “Next, your rates” button, as there was no reasonable notice of its terms and it did not include  
5 some action capable of being construed as assent. Without a valid agreement, Defendant cannot  
6 establish Prior Express Written Consent.  
7

8 26. Further, even if the language had resulted in the creation of a valid agreement,  
9 that agreement would not have operated to establish Prior Express Written Consent, because the  
10 disclosures are not clear and conspicuous; the disclosures do not actually disclose that the signer  
11 is agreeing to receive Telemarketing; and the signer cannot make their website-initiated purchase  
12 of life insurance without entering into the purported agreement.  
13

14 27. As such, Defendant’s purported Prior Express Written Consent fails to satisfy the  
15 requirements of 47 C.F.R. § 64.1200(f)(8)(i) for four distinct reasons, any one of which alone  
16 would be sufficient to establish that Defendant had not fully complied with the FCC’s mandates  
17 and had failed to obtain Prior Express Written Consent.

18 28. After clicking the “Next, your rates” button, Plaintiff was directed to the RATES  
19 webpage, as indicated by the status bar at the top.  
20

21 29. On the RATES webpage, the Plaintiff was presented with life insurance rates and  
22 rate-related information.

23 30. In order to finalize his website-initiated purchase of life insurance, Plaintiff was  
24 then permitted to either continue his website-initiated application for the purchase of life  
25 insurance by purchasing those products online or was informed that one of eFinancial’s licensed  
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1 agents could call him to finalize the website-initiated purchase of the life insurance policy, after  
2 he provided his email address and clicked the “Submit” button.

3 31. Ultimately, Plaintiff decided not to move forward with his application.

4 32. After declining to move forward with the purchase of life insurance through the  
5 Progressive.com website, Plaintiff ran a Google search for other life insurance options, and  
6 promptly forgot about his visit to the Progressive.com website.  
7

8 33. However, unbeknownst to Plaintiff, after clicking “Next, your rates,” Plaintiff and  
9 the putative class were automatically scheduled to be sequentially sent, *en masse*, text message  
10 advertisement templates, which began with an identification of the sender as Defendant, and  
11 contained substantially similar stock language, as outlined below:

12 Text Message Template 1: Thanks the recipient for their life insurance request,  
13 and directs the recipient to call one of Defendant’s  
14 sales phone numbers.

15 Text Message Template 2: Touts how quickly life insurance can be purchased  
16 from Defendant and directs the recipient to call one  
17 of Defendant’s sales phone numbers.

18 Text Message Template 3: Asks the recipient if they are still interested in  
19 life insurance and directs the recipient to call one of  
20 Defendant’s sales phone number to start.

21 Text Message Template 4: Acknowledges that the recipient may be busy, and  
22 promises the purchase of life insurance will be  
23 quicker than the recipient thinks, and directs the  
24 recipient to call one of Defendant’s sales phone  
25 number.

26 Text Message Template 5: States that it has been awhile, and directs the  
recipient to call one of Defendant’s sales phone  
number for an updated quote.

1  
2 Text Message Template 6: Notes that statistics regarding the financial impact  
3 of the death of an earner, and directs the recipient  
4 to call one of Defendant's sales phone number.

5 Collectively, Text Message Templates 1-6 are referred to as the "eFinancial Insurance Text  
6 Message Advertisements."

7 34. In sending these eFinancial Insurance Text Message Advertisements, Defendant  
8 used a sequential number generator to store and subsequently produce (i.e., select, retrieve, and/or  
9 provide the number from memory) Plaintiff and the putative class's telephone numbers.  
10 Defendant used the sequential number generator to determine the order in which to pick the  
11 telephone numbers to be dialed from Defendant's stored list (database), such that each eFinancial  
12 Insurance Text Message Advertisement is sent in an adjustable but predetermined sequential  
13 order, which is based on the number of days since the lead form was initially completed  
14 ("eFinancial Mass Text Advertisement Sequential Order"). This was done for the sole purpose  
15 of bombarding Plaintiff and the putative class with eFinancial Insurance Text Message  
16 Advertisements in a specific, yet adjustable, sequential order.

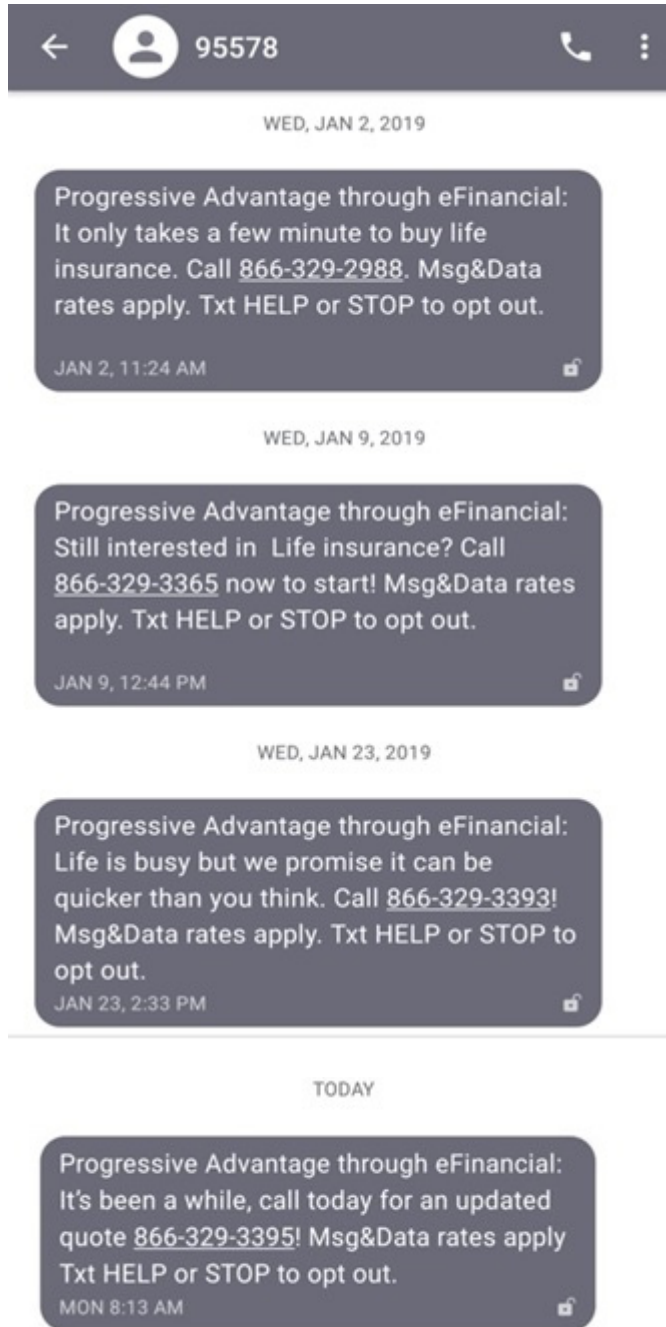
17 35. Sure enough, roughly one week after visiting Progressive.com to shop for life  
18 insurance, on December 26, 2018, and continuing for a full month, through and including January  
19 25, 2019, Plaintiff began to receive the automatically generated eFinancial Insurance Text  
20 Message Advertisements to his cell phone, in the eFinancial Mass Text Advertisement Sequential  
21 Order, as determined by Defendant.  
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36. The first of the eFinancial Insurance Text Message Advertisements that was sent to Plaintiff was sent on December 26, 2019, at 2:45 p.m., eastern time, and advertised as follows: “Progressive Advantage through eFinancial: Thanks for your life insurance request. Please call 866-235-2755. Msg&Data rates apply. Txt HELP or STOP to opt out.”

37. The January 2, 2019, January 9, 2019, January 23, 2019, and January 25, 2019, eFinancial Insurance Text Message Advertisements are displayed below. The dates and times are noted on the eFinancial Insurance Text Message Advertisements with the exception of the January 25, 2019, eFinancial Insurance Text Message Advertisements, which is labeled “Today”:

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38. Plaintiff was not sent Text Message Template 6.

1           39. The short code listed on each of the eFinancial Insurance Text Message  
2 Advertisements sent to Plaintiff was 95578. Subsequent investigation revealed that the U.S.  
3 Short Code Directory identifies this short code as a dedicated, non-vanity short code owned and  
4 controlled by Defendant.

5           40. The eFinancial Insurance Text Message Advertisements were sent to Plaintiff  
6 without his Prior Express Written Consent to be sent Telemarketing text messages using an  
7 ATDS. At the time the eFinancial Insurance Text Message Advertisements were sent, Plaintiff  
8 had no recollection of visiting Defendant's website when shopping for life insurance. Plaintiff,  
9 therefore, was annoyed and surprised that the eFinancial Insurance Text Message Advertisements  
10 were being sent to his cellular phone through a clearly automated process, given, among other  
11 things, the stock nature of the content and the apparent sequential order in which the  
12 advertisements were sent, and the use of a short code.

13           41. Over the past many years, Plaintiff has received a significant number of spam text  
14 messages, many of which falsely indicate that they are being sent in response to supposed  
15 requests made by Plaintiff that were never in fact made.

16           42. As such, Plaintiff reasonably assumed the eFinancial Insurance Text Message  
17 Advertisements were spam of that type and as such, did not opt-out, because he feared that the  
18 eFinancial Insurance Text Message Advertisements were potentially dangerous phishing text  
19 messages, and that any response could result in further intrusions to his privacy.

20           43. With each eFinancial Insurance Text Message sent to Plaintiff, his frustration  
21 increased.  
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1           44. After Plaintiff brought his lawsuit, the Parties began to discuss the case and  
2 informally exchange certain pertinent discovery. Plaintiff’s review of this discovery refreshed  
3 his recollection as to the events recounted above, and further confirmed that neither Plaintiff nor  
4 the putative class had provided Prior Express Written Consent to be sent eFinancial Insurance  
5 Text Message Advertisements for the reasons stated above.  
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7           45. Discovery also confirmed that an ATDS was used to send the eFinancial  
8 Insurance Text Message Advertisements to Plaintiff and the putative class

9           46. An ATDS is a device that has the capacity to store a telephone number using a  
10 random or sequential number generator or to produce a telephone number using a random or  
11 sequential number generator, or do both.

12           47. The United States Supreme Court has clarified how a random or sequential  
13 number generator may be used when performing the qualifying storing and producing functions,  
14 which often merge. Specifically, an ATDS may use a random or sequential number generator to  
15 store telephone numbers and to subsequently determine the order in which to pick the telephone  
16 numbers to be dialed. The telephone numbers can be obtained in any number of ways, including  
17 purchasing them, obtaining them through user input, and/or by compiling random or sequential  
18 strings of numbers assembled based on parameters such as predetermined area codes and  
19 prefixes, among others.  
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1           48.     Here, Defendant’s ATDS uses a sequential number generator to store telephone  
2 numbers, and to subsequently determine the order in which to pick the telephone numbers to be  
3 dialed. Specifically, the ATDS picks the order based on the adjustable but predetermined  
4 eFinancial Mass Text Advertisement Sequential Order, for the sole purpose of dialing those  
5 numbers and sending them eFinancial Insurance Text Message Advertisements *en masse*.  
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7           49.     Additionally, Defendant’s ATDS also uses a sequential number generator to  
8 assemble sequential strings of numbers in a field labeled LeadID, which are then stored and  
9 assigned to a telephone number and are used when the sequential number generator picks the  
10 order, which is based on the adjustable but predetermined eFinancial Mass Text Advertisement  
11 Sequential Order.  
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13           50.     Defendant’s ATDS further has the capacity to dial the assembled sequential  
14 strings of numbers it stores in the LeadID field.

15           51.     These actions violate the TCPA and are an invasion of privacy and right to  
16 seclusion.

17           52.     Plaintiff’s employment requires full-time use of his cellular phone, and, as part of  
18 his employment, Plaintiff must keep his cellular phone active at all times so that he can receive  
19 work-related phone calls, emails, and text messages. The eFinancial Insurance Text Message  
20 Advertisements sent by Defendant caused disruption and distraction to Plaintiff’s personal and  
21 business activities.  
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- a. whether Defendant (or another on its behalf) used an ATDS to send the eFinancial Insurance Text Message Advertisements to Plaintiff and the Plaintiff Class;
- b. whether the eFinancial Insurance Text Message Advertisements constitute Advertisements;
- c. whether the eFinancial Insurance Text Message Advertisements constitute Telemarketing;
- d. whether Defendant violated the Telephone Consumer Protection Act and its implementing regulations by using (or having another on its behalf use) an ATDS to send eFinancial Insurance Text Message Advertisements to Plaintiff and the Plaintiff Class without obtaining their Prior Express Written Consent;
- e. whether Plaintiff and the other members of the Plaintiff Class are entitled to statutory damages; and
- f. whether Plaintiff and the other members of the Plaintiff Class are entitled to treble damages.

1           58.    Typicality (Fed. R. Civ. P. 23(a)(3)): The claims of the named Plaintiff are typical  
2 of the claims of all members of the Plaintiff Class and are based on the same operative facts and  
3 legal theories. Plaintiff alleges that Defendant sent the same eFinancial Insurance Text Message  
4 Advertisements to Plaintiff and the other Plaintiff Class members. Plaintiff raises questions of  
5 fact and law common to the Plaintiff Class members. They share the common injuries of: (1)  
6 invading their privacy and right to seclusion; (2) wasting their time; (3) causing the risk of  
7 personal injury due to interruption and distraction; (4) forcing them to receive junk  
8 advertisements on their cellular phones causing aggravation and disruption of normal activities;  
9 (5) depleting a cell phone's or wireless phone's battery, resulting in increased electricity costs;  
10 and (6) intrusion upon and occupation of the capacity of a cell phone or wireless phone.  
11 Defendant has acted the same or in a similar manner with respect to each Plaintiff Class member.  
12

13           59.    Fair and Adequate Representation (Fed. R. Civ. P. 23(a)(4)): The named Plaintiff  
14 will fairly and adequately represent and protect the interests of the Plaintiff Class members.  
15 Plaintiff is committed to this cause, will litigate it vigorously, and is aware of the fiduciary duties  
16 of a class representative. Plaintiff's interests are consistent with and not antagonistic to the  
17 interests of the other Plaintiff Class members. Plaintiff has a strong personal interest in the  
18 outcome of this action and has retained experienced class counsel to represent his and the other  
19 Plaintiff Class members.  
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21           60.    Class Counsel is experienced in class action litigation and has successfully  
22 litigated class claims.  
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1           61. Predominance and Superiority (Fed. R. Civ. P. 23(b)(3)): A class action is  
2 superior to all other available methods for the fair and equitable adjudication of the controversy  
3 between the parties. Common questions of law and fact predominate over any questions affecting  
4 only individual members, and a class action is superior to other methods for the fair and efficient  
5 adjudication of the controversy because:  
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7           a. proof of Plaintiff's claims will also prove the claims of the Plaintiff Class  
8 members without the need for separate or individualized proceedings;

9           b. evidence regarding defenses or any exceptions to liability that Defendant may  
10 assert and prove will come from Defendant's records (or that of its agents who sent the  
11 eFinancial Insurance Text Message Advertisements) and will not require individualized  
12 or separate inquiries or proceedings;

13           c. Defendant has acted and may be continuing to act pursuant to common policies  
14 or practices by sending the eFinancial Insurance Text Message Advertisements to  
15 Plaintiff and the Plaintiff Class members;

16           d. the amount likely to be recovered by individual Plaintiff Class members does not  
17 support individual litigation;

18           e. a class action will permit a large number of relatively small claims involving  
19 virtually identical facts and legal issues to be resolved efficiently in one proceeding based  
20 upon common proofs; and  
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22           f. this case is inherently manageable as a class action in that:  
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- 1 i. Defendant or its agent(s) identified the persons or entities to send the  
2 eFinancial Insurance Text Message Advertisements to and it is believed that  
3 Defendant's computer and business records, or those of its agents, will enable  
4 the Plaintiff to readily identify Plaintiff Class members and establish liability  
5 and damages;  
6  
7 ii. liability and damages can be established for the Plaintiff and for the Plaintiff  
8 Class members with the same common proofs;  
9  
10 iii. statutory damages for violations of the TCPA are the same for each Plaintiff  
11 Class member;  
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13 iv. a class action will result in an orderly and expeditious administration of claims  
14 and will foster economics of time, effort and expense;  
15  
16 v. a class action will contribute to uniformity of decisions concerning  
17 Defendant's practices; and  
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19 vi. as a practical matter, the claims of the Plaintiff Class members are likely to go  
20 unaddressed absent class certification.

21 VI. CAUSE OF ACTION

22 **Claim for Relief for Violations of the TCPA**

23 62. Plaintiff reasserts and incorporates herein by reference the averments set forth in  
24 paragraphs 1 through 61, above.

25 63. Plaintiff brings this action against the Defendant for sending eFinancial Insurance  
26 Text Message Advertisements to Plaintiff and to members of the Plaintiff Class in violation of  
the TCPA and its implementing regulations.



- 1 C. finding that Defendant is liable to pay statutory damages of \$1,500 for each of the  
2 eFinancial Insurance Text Message Advertisements that violated 47 C.F.R. §  
3 64.1200(a) that was knowingly and willfully sent to Plaintiff and each Plaintiff  
4 Class member;
- 5  
6 D. finding that, in the alternative, Defendant is liable to pay statutory damages of  
7 \$500 for each of the eFinancial Insurance Text Message Advertisements that  
8 violated 47 C.F.R. § 64.1200(a) that was negligently sent to Plaintiff and to each  
9 Plaintiff Class member;
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11 E. entering a judgment in favor of the Plaintiff as representative of the members of  
12 the Plaintiff Class for the total amount of statutory penalties plus pre-judgment  
13 interest and allowable costs;
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15 F. requiring Defendant to pay a court appointed trustee the full amount of the  
16 penalties, interest and costs to be distributed to the Plaintiff Class members after  
17 deducting costs and fees as determined by the Court;
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19 G. awarding equitable reasonable attorneys' fees and costs incurred in connection in  
20 this action and an incentive bonus to Plaintiff, to be deducted from the total  
21 amount of penalties, interest and costs before the pro-rata amounts are distributed  
22 by the trustee for the Plaintiff Class members; and
- 23  
24 H. granting such other relief as may be appropriate, including entry of an Order  
25 enjoining Defendant from continuing such unlawful conduct.

26  
VIII. JURY DEMAND

Plaintiff demands trial by jury on all issues that can be heard by a jury.

1 DATED this 11th day of May, 2021.  
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4 By /s/ Shawn A. Heller  
5 Shawn A. Heller, Esq.  
6 *Admitted Pro Hac Vice*  
7 Florida Bar No. 46346  
8 D.C. Bar No. 985899  
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12 Dunedin, FL 34698  
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18 josh@sjlawcollective.com  
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21 Overland Park, KS 66209  
22 (913) 213-3064

23 /s/ Daniel J. Bugbee  
24 Daniel J. Bugbee  
25 WSBA No. 42412  
26 155 NE 100<sup>th</sup> St., Suite 205  
Seattle, WA 98125  
Tel: (206) 489-3819

19 **CERTIFICATE OF SERVICE**

20 I HEREBY CERTIFY that the foregoing was electronically filed with the Clerk of the  
21 Court using the CM/ECF system, on this 11th day of May, 2021, which will send a notice of  
22 electronic filing to all attorneys of record.  
23

24 By /s/ Shawn A. Heller  
25 Shawn A. Heller, Esq.  
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