

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

GERMANTOWN COPY CENTER, INC.,
on its own behalf and on behalf of all
others similarly situated,

Plaintiff

vs.

Case No.

ROGER NAAMAN INSURANCE
SERVICES, INC.; NAAMAN
INSURANCE AGENCY, INC., a
California corporation; NAAMAN
INSURANCE AGENCY, INC., a Texas
corporation, DOE FACSIMILE
BROADCASTERS 1 – 10; and ROE
INSURANCE COMPANIES 1- 10,

Defendants

CLASS ACTION COMPLAINT

Plaintiff, Germantown Copy Center, Inc., for itself and all persons similarly situated, sues defendants Roger Naaman Insurance Services Inc., Naaman Insurance Agency, Inc., a California corporation, and Naaman Insurance Agency, Inc., a Texas corporation (collectively “RNISI”); Doe Fax Broadcasters 1 – 10; and Roe Insurance Companies 1 – 10, for violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the regulations the Federal Communications Commission (“FCC”) has prescribed thereunder, 47 C.F.R. § 64.1200 (collectively, the “TCPA”).

THE PARTIES

1. Plaintiff, Germantown Copy Center, Inc. is a Maryland corporation maintaining its principal place of business at 12810 Wisteria Drive, Germantown, Maryland 20874.

2. Defendant Roger Naaman Insurance Services, Inc. is a California corporation.

3. Defendant Naaman Insurance Agency, Inc. is a California Corporation.

4. Defendant Naaman Insurance Agency, Inc. is a Texas Corporation.

5. Defendants Doe Facsimile Broadcasters 1 – 10 are entities and individuals who, on information and belief, primarily designed the advertisements and caused the transmission of advertisements sent via facsimile, promoting life insurance, in collaboration with RNISI and Roe Insurance Companies 1 - 10, to Plaintiff and the class members.

6. Defendants Roe Insurance Companies 1 – 10 are entities whose products and services were promoted by the other defendants via the transmission of unsolicited advertisements to Plaintiff and the class members.

7. The names, “Doe Facsimile Broadcasters 1 – 10” and “Roe Insurance Companies 1 – 10” are fictitious names for real persons and entities whose true identities are intentionally concealed and not disclosed in the advertisements sent via facsimile, and cannot reasonably be known by Plaintiffs without discovery. Plaintiffs intend to amend the complaint to provide the true identities of these defendants when this information is obtained.

8. At all relevant times, Defendant RNISI conducted business and engaged in a regular course of conduct in Maryland. On its website at www.naamaninsurance.com Defendant states, “Naaman Insurance works with qualified individuals and quality companies to produce outstanding insurance rate offerings in all 50 states.”

9. Defendant RNISI is licensed to sell insurance in Maryland and sells insurance in Maryland.

JURISDICTION

10. This Court has subject matter jurisdiction of the federal claims asserted in this action under 28 U.S.C. § 1331.

11. This Court has original jurisdiction pursuant to 28 U.S.C. 1332(d)(2)(A) because the matter in controversy exceeds the sum or value of \$5,000,000 in the aggregate for the class, exclusive of interest and costs, and is a class action in which a member of the plaintiff class is a citizen of a state different from a defendant.

THE LEGAL BASIS OF THE CLASS CLAIMS

12. This class action arises from Defendants’ violations of the TCPA, a federal statute enacted to prohibit intrusive telemarketing practices.

13. The TCPA prohibits the transmission of unsolicited advertisements for goods and services via facsimile. 42 U.S.C. §227(b)(1)(C).

14. The TCPA requires that facsimile advertisements include specific language advising that the recipient may request that future facsimiles cease, and further advising that the sender’s failure to comply with an opt-out request within thirty days is itself a violation of the TCPA. See 42 U.S.C. §227(b)(2)(D). Further, the TCPA requires

that the notice include a domestic telephone and facsimile machine number to send an opt-out request to the fax sender and a cost-free mechanism to transmit an opt-out request. See 42 U.S.C. §227(b)(2)(D)(iv). In the allegations below, this required notice is termed a “Compliant Opt-Out Notice.”

15. The TCPA provides a private right of action:

A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State, (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss from such a violation, or to recover \$500 in damages for each violation, whichever is greater, or (C) both such actions.

47 U.S.C. §227(b)(3). As a federal statute, the TCPA creates federal question jurisdiction, despite the language, “in an appropriate court of that State,” in §227(b)(3). *Mims v. Arrow Financial Services, LLC*, 565 U.S. 368 (2012).

16. The regulations implementing the TCPA similarly provide that no person may “[u]se a telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine.” 47 C.F.R. §64.1200(a)(3).

17. Plaintiff brings this action on its own behalf and on behalf of all members of a class, nationwide, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

FACTUAL ALLEGATIONS AS TO THE REPRESENTATIVE PLAINTIFF

18. On June 27, 2016, and on other dates, Defendants caused unsolicited advertisements to be transmitted via facsimile to Plaintiff and to thousands of other recipients in Maryland and elsewhere throughout the United States, promoting the commercial availability and quality of Defendants’ life insurance products and services.

The transmissions to Plaintiff were intended to solicit business in Maryland, were part of a campaign that intentionally and purposely targeted persons in Maryland and in other selected states, and were part of a course of conduct whereby Defendant purposefully availed itself of the laws of Maryland.

19. A true and correct copy of one of the advertisements from Defendants to Plaintiff is attached as Exhibit 1.

20. Plaintiff did not give express prior invitation or permission, and did not give prior consent in any fashion, for the transmission of the advertisement to Plaintiff via facsimile.

21. Plaintiff had no prior business relationship with any of the defendants.

22. The advertisements described in the preceding paragraphs failed to contain Compliant Opt-Out Notices.

23. On information and belief, RNISI engaged Doe Fax Broadcasters 1 – 10 to design the advertisements and provide the fax broadcasting services described above.

24. Doe Fax Broadcasters 1 – 10 collaborated with Defendant RNISI to design the fax advertisements and cause the fax transmissions described above to be initiated.

25. Roe Insurance Companies 1 – 10 collaborated with Defendants RNISI and Doe Fax Broadcasters 1 – 10 in the marketing scheme that included the fax transmissions described above.

26. Roe Insurance Companies 1 – 10 participated in, endorsed and ratified the actions of RNISI and Doe Fax Broadcasters 1 – 10 regarding the fax transmissions described above.

27. The dates of each event in the collaboration, endorsement and ratification alleged above are June 27, 2016, the dates of all other transmissions of the fax advertisements caused by Defendants, and the dates of all communications between and among the defendants related to the fax transmissions. This information is within the control of defendants and cannot reasonably be known by Plaintiff and the class members prior to discovery.

28. Defendants knowingly and willfully failed to seek or obtain express prior invitation or permission from Plaintiff before the transmissions were sent; and knowingly and willfully failed to insure that the necessary opt-out language was included in the advertisements.

29. Defendants knowingly and willfully caused unsolicited facsimile advertisements to be sent to Plaintiff and the Class in violation of the TCPA and the FCC's promulgating regulations. Plaintiff alleges in the alternative that all of the conduct of Defendants alleged in the preceding two paragraphs was reckless and careless.

30. On information and belief, Defendants' fax advertising campaigns involved other, substantially-similar advertisements also sent without the opt-out notice required by the TCPA. Plaintiff intends to locate those advertisements in discovery. *See Exhibit 2*, a Demand for Preservation of All Tangible Documents Including Electronically Stored Information.

CLASS ALLEGATIONS

31. Upon information and belief, over the past four years, pursuant to a regular and repeated practice, Defendant has engaged in advertising via unsolicited facsimile transmissions in violation of the TCPA to thousands of persons in Maryland and throughout the United States. This allegation is based on comparisons of the advertising image received via fax by Plaintiff, with images of advertisements received by others.

32. Upon information and belief, pursuant to a regular and repeated practice, RNISI failed to obtain the consent of facsimile recipients prior to the transmission of the facsimile advertisements described in the preceding paragraphs.

33. Upon information and belief, RNISI knowingly and willfully disregarded the law in conducting its facsimile marketing campaigns as described in the preceding paragraphs.

34. Defendants knowingly and willfully failed to obtain prior express invitation or permission from the class members and to take all steps necessary to ensure that the facsimile marketing campaigns were compliant with applicable telemarketing law.

35. Defendant RNISI engages in the highly regulated insurance industry and is familiar with the need to comply with federal statutes in order to conduct its business.

36. Defendants knowingly and willfully failed to insure that their facsimile advertisements contained a Compliant Opt-out Notice.

37. Defendants knowingly and willfully delegated to agents critical tasks pertaining to compliance with applicable telemarketing law, including the task of

securing and verifying prior express invitation and permission. Defendants failed to exercise reasonable care in overseeing the execution of the facsimile campaigns, resulting in transmissions of the advertisements to the class members who gave no prior express invitation or permission.

38. Defendants knowingly and willfully caused unsolicited facsimile advertisements to be sent to Plaintiff and to the facsimile machines of the other members of the class, in violation of the TCPA and the FCC's promulgating regulations

39. Plaintiff alleges in the alternative that all of the conduct of Defendants alleged in the preceding two paragraphs was reckless and careless.

40. Defendants had the means, ability and incentive to document any instances in which express prior invitation or permission had been given by a recipient of the facsimiles. Defendants are on notice to preserve all such documentation.

41. Plaintiff brings this action as a class action on behalf of itself and all others similarly situated as members of a class, initially defined as follows:

Each person within the United States to whom telephone facsimile messages ("faxes") were sent at any time within four years prior to the filing of the instant Complaint advertising health or life insurance products.

Plaintiff reserves the right to modify the proposed class definition or propose subclasses after discovery about Defendants' fax advertising program and will do so through a motion for class certification pursuant to Fed. R. Civ. P. 23.

42. The class as defined above is identifiable by telephone records, facsimile transmittal records, and facsimile number databases used by Defendants and their agents in transmitting the advertisements via facsimile.

43. On information and belief, the potential class members number in the thousands and are so numerous that joinder of all of them impracticable. Plaintiff is a member of the class.

44. Excluded from the class are Defendants, each of Defendants' officers, directors, legal representatives, heirs, successors, and assigns, any entity in which any Defendant has a controlling interest, any parent, subsidiary, or affiliated company of any Defendant, and any Judge assigned to this action, including his or her immediate family.

45. In this action, Plaintiff intends to discover, include, and resolve the merits of claims about all advertisements Defendants sent to Plaintiff by fax, as well as all advertisements Defendants sent to the other class members.

46. On information and belief, Defendants' fax advertising program involved other substantially similar advertisements sent to increase purchases of Defendants' life insurance products and services. Plaintiff intends to locate those advertisements in discovery. Exhibit 2,

47. This action is brought and may properly be maintained as a class action pursuant to Fed. R. Civ. P. 23. This action satisfies Rule 23 (a)'s numerosity, commonality, typicality, and adequacy requirements. Additionally, prosecution of Plaintiff's claims separately from the putative class's claims would create a risk of inconsistent or varying adjudications under Rule 23 (b) (1) (A). Furthermore, the questions of law or fact that are common in this action predominate over any individual

questions of law or fact making class representation the superior method to adjudicate this controversy under Rule 23 (b) (3).

48. Questions of law and fact common to Plaintiff and to the proposed class include, but are not limited to, the following:

- a. Whether Exhibit 1 and other yet-to-be-discovered facsimiles sent by or on behalf of Defendants advertised the commercial availability or quality of property, goods, or services;
- b. Whether Defendants sent advertisements by facsimile promoting the commercial availability or quality of property, goods, or services;
- c. The manner and method Defendants used to compile or obtain the list(s) of fax numbers to which fax advertisements were sent;
- d. Whether Defendants, RNISI, Doe Fax Broadcasters 1 – 10 and Roe Insurance Companies 1 – 10, violated the TCPA and the FCC promulgating regulations by engaging in illegal fax advertising;
- e. Whether the Plaintiff and the members of the class should be awarded statutory damages as a result of Defendants' actions;
- f. If the Court finds that Defendants willfully or knowingly violated the TCPA, whether the Court should exercise its discretion to increase the amount of the statutory damages award to an amount equal to not more than three times the amount;
- g. Whether the Court should enjoin any or all Defendants from faxing advertisements in the future; and

h. Whether Defendants converted property of Plaintiff and the class.

49. Plaintiff's claims are typical of the claims of the class.

50. Plaintiff is an adequate representative of the class because its interests do not conflict with the interests of the class, it will fairly and adequately protect the interests of the class, and it is represented by counsel skilled and experienced in complex class action litigation, and in TCPA litigation in particular.

51. The actions of Defendants, RNISI, Doe Fax Broadcasters 1 – 10 and Roe Insurance Companies 1 – 10, are generally applicable to the class as a whole and to Plaintiff.

52. Common questions of law and fact predominate over questions affecting only individual members of the class.

53. The class action mechanism is the superior method for fair and efficient adjudication of the controversy. The only individual question concerns identification of class members, which will be ascertainable from records maintained by Defendants and from service providers used by Defendants.

54. The likelihood that individual members of the class will prosecute separate actions is remote due to the time, expense necessary to conduct such litigation, and the difficulty in determining the sender of the subject facsimile advertisements.

55. Plaintiff is not aware of any pending litigation concerning this controversy already commenced by others who meet the criteria for class membership described above.

56. Plaintiff is capable of and is willing to represent the other members of the class. Plaintiff intends to vigorously prosecute this action.

COUNT I: VIOLATION OF THE TCPA

57. Plaintiff incorporates the allegations from all previous paragraphs as if fully set forth herein.

58. Defendants, Roger Naaman Insurance Services Inc., Naaman Insurance Agency, Inc., Naaman Insurance Agency, Inc., Doe Fax Broadcasters 1 – 10, and Roe Insurance Companies 1 – 10, violated 47 U.S.C. § 227 (b) (1) (C) by sending an advertisement by facsimile (such as Exhibit 1) to Plaintiff and the other class members without their prior express invitation or permission.

59. By causing unsolicited facsimile advertisements to be sent to the class, Defendants violated the privacy rights of class members, consumed their property in the form of paper and toner, and interfered with their with business operations by occupying and encumbering their office equipment and consuming staff time required to sort junk faxes from legitimate faxes.

60. Defendants failed to include a Compliant Opt-out Notice on their faxes.

61. Defendants' faxes do not set forth the requirements for Plaintiff or any member of the putative class to properly request an opt-out as explained by 47 C.F.R. § 64.1200 (a) (4) (v).

62. Defendants' faxes do not inform the recipient that he/she/it must identify the telephone number to which the opt-out request relates. Some persons have multiple fax numbers.

63. Defendants' faxes do not inform the recipient that the opt-out request will be valid only unless and until the person making the request subsequently provides express invitation or permission to the sender, in writing or otherwise, to send such advertisement to such person at such telephone facsimile machine.

64. Defendants' faxes do not provide a cost-free method by which a recipient may opt out of receiving future fax advertisements, but rather require recipients to transmit a long-distance facsimile.

65. Defendants' faxes do not provide two methods by which a recipient may opt out of receiving future fax advertisements.

66. Defendants' faxes do not state that Defendant's failure to comply with an opt-out request within 30 days is unlawful.

67. Defendants' faxes do not inform the recipient that he/she/it has a legal right to request that Defendant not send any future fax.

68. The TCPA provides for statutory damages in the amount of a minimum of \$500 for each separate violation of the TCPA.

69. If Defendant's actions were knowing or willful, then the Court has the discretion to increase the statutory damages up to 3 times the amount. 47 U.S.C. § 227 (b) (3).

COUNT II: INJUNCTIVE RELIEF

70. Plaintiff incorporates the allegations in all previous paragraphs as if fully set forth herein.

71. The TCPA expressly authorizes injunctive relief to prevent future violations of the Act.

72. Plaintiff, acting on behalf of the Class, respectfully petitions the Court to order Defendants, Roger Naaman Insurance Services Inc., Naaman Insurance Agency, Inc., Naaman Insurance Agency, Inc., Doe Fax Broadcasters 1 – 10, and Roe Insurance Companies 1 – 10, to immediately cease engaging in unsolicited facsimile advertising in violation of the TCPA.

COUNT III: CONVERSION

73. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

74. Plaintiff brings Count III on behalf of itself and a class of similarly situated persons and against Defendants.

75. By sending advertisements to their fax machines, Defendants improperly and unlawfully converted the class's fax machines to Defendants' own use. Where printed (as in Plaintiff's case), Defendants also improperly and unlawfully converted the class members' paper and toner to Defendants' own use. Defendants also converted Plaintiff's time to Defendants' own use, as they did with the valuable time of the other class members.

76. Immediately prior to the sending of the unsolicited faxes, Plaintiff and the other class members each owned an unqualified and immediate right to possession of their fax machines, paper, toner, and employee time.

77. By sending them unsolicited faxes, Defendants permanently misappropriated the class members' fax machines, toner, paper, and employee time to their own use. Such misappropriation was wrongful and without authorization.

78. Defendants knew or should have known that their misappropriation of paper, toner, and employee time was wrongful and without authorization.

79. Plaintiff and the other class members were deprived of the use of the fax machines, paper, toner, and employee time, which could no longer be used for any other purpose. Plaintiff and each class member thereby suffered damages as a result of their receipt of unsolicited fax advertisements from Defendants.

80. Defendants' unsolicited faxes effectively stole Plaintiff's employees' time because persons employed by Plaintiff were involved in receiving, routing, and reviewing Defendants' illegal faxes. Defendants knew or should have known employees' time is valuable to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, on behalf of itself and the other members of the class, the Plaintiff demands judgment in its favor and against Defendants, jointly and severally, as follows:

81. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the representative of the class, and appoint Plaintiff's counsel as counsel for the class;

82. That Plaintiff and the other class members be awarded \$500 for each violation of the TCPA by Defendants;

83. That, if it finds Defendants willfully or knowingly violated the TCPA, the Court exercise its discretion to increase the amount of the statutory damages award to an amount equal to not more than 3 times the amount (Plaintiff requests trebling);

84. That Defendants, Roger Naaman Insurance Services Inc. , Doe Fax Broadcasters 1 – 10 and Roe Insurance Companies 1 – 10, be immediately enjoined from engaging in future telemarketing in violation of the TCPA, and specifically enjoined from sending unsolicited advertisements via facsimile;

85. That the Court award appropriate damages;

86. That the Court award punitive damages;

87. That the Court award attorney's fees;

88. That the Court award costs of suit; and

89. That the Court order such other relief as is just and equitable under the circumstances.

Respectfully submitted,

PLAINTIFF, Germantown Copy Center, Inc.,

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Look at these LOW Maryland
Life Insurance Rates!!!

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	Female	Male	Female	Male	Female	Male	Female	Male
35	\$8	\$9	\$10	\$12	\$15	\$17	\$24	\$27
40	\$9	\$11	\$13	\$14	\$18	\$21	\$32	\$29
45	\$11	\$13	\$17	\$19	\$29	\$32	\$49	\$55
50	\$14	\$16	\$24	\$29	\$40	\$45	\$72	\$85
55	\$18	\$22	\$32	\$42	\$59	\$75	\$107	\$145
60	\$24	\$34	\$46	\$65	\$84	\$122	\$159	\$235
65	\$36	\$55	\$72	\$115	\$135	\$215	\$255	\$425
70	\$49	\$85	\$101	\$185	\$185	\$365	\$375	\$655

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Date of Birth: _____ Height: _____ Weight: _____

Address _____

City _____ State _____ Zipcode _____

Home Phone _____ Cell Phone _____

Work Phone _____ Fax _____

Email _____ Best time to call: Morning Afternoon Evening

Amount of Insurance Desired _____ Amount Spouse/Partner _____

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134 North La Salle Street, Suite 1000

Chicago, IL 60602

312-658-5500 (Phone) • 312-658-5555 (Fax)

March 21, 2018

In re: *Germantown Copy Center, Inc. v. Roger Naaman Insurance Services, Inc., et al.* (D. Maryland).

Demand for Preservation of All Tangible Documents Including Electronically Stored Information

As part of the Class Action Complaint against Roger Naaman Insurance Services Inc., Naaman Insurance Agency, Inc., a California corporation, and Naaman Insurance Agency, Inc., a Texas corporation; Doe Fax Broadcasters 1 – 10; and Roe Insurance Companies 1 – 10 (“Defendants”), plaintiff, Germantown Copy Center, Inc., hereby issues a demand for Defendant to preserve all tangible documents, including electronically stored information.

As used in this document, “you” and “your” refers to each Defendant, and its predecessors, successors, parents, subsidiaries, divisions or affiliates, and its respective officers, directors, agents, attorneys, accountants, employees, partners or other persons occupying similar positions or performing similar functions.

You should anticipate that much of the information subject to disclosure or responsive to discovery in this matter is stored on your current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories and cell phones).

Electronically stored information (hereinafter “ESI”) should be afforded the broadest possible definition and includes (by way of example and not as an exclusive list) potentially relevant information electronically, magnetically or optically stored as:

- Digital communications (e.g., e-mail, voice mail, instant messaging);
- Word processed documents (e.g., Word or WordPerfect documents and drafts);
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);

- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);
- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,
- Back Up and Archival Files (e.g., Zip, .GHO)

ESI resides not only in areas of electronic, magnetic and optical storage media reasonably accessible to you, but also in areas you may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you do not anticipate producing such ESI.

The demand that you preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure that have been approved by the United States Supreme Court (eff. 12/1/05), you must identify all sources of ESI you decline to produce and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you deem reasonably inaccessible must be preserved in the interim so as not to deprive the plaintiffs of their right to secure the evidence or the Court of its right to adjudicate the issue.

A. Preservation Requires Immediate Intervention

You must act immediately to preserve potentially relevant ESI regarding the time period of December 2013 to the date You receive this letter. Potentially relevant ESI includes, but is not limited to information:

1. Regarding the events and causes of action described in Plaintiff's Class Action Complaint; and
2. Regarding Your claims or defenses to Plaintiff's Class Action Complaint.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques and protocols suited to protection of ESI. Be advised that sources of ESI are altered and erased by continued use of your computers and other devices. Booting a drive, examining its contents or running any application will irretrievably alter the evidence it contains and may constitute unlawful spoliation of evidence. Consequently, alteration and erasure may result from your failure to act

diligently and responsibly to prevent loss or corruption of ESI. Nothing in this demand for preservation of ESI should be understood to diminish your concurrent obligation to preserve document, tangible things and other potentially relevant evidence.

B. Suspension of Routine Destruction

You are directed to immediately initiate a litigation hold for potentially relevant ESI, documents and tangible things, and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further directed to immediately identify and modify or suspend features of your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations include:

- Purging the contents of e-mail repositories by age, capacity or other criteria;
- Using data or media wiping, disposal, erasure or encryption utilities or devices;
- Overwriting, erasing, destroying or discarding back up media;
- Re-assigning, re-imaging or disposing of systems, servers, devices or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper utilities;
- Disabling server or IM logging; and,
- Executing drive or file defragmentation or compression programs.

C. Guard Against Deletion

You should anticipate that your employees, officers or others may seek to hide, destroy or alter ESI and act to prevent or guard against such actions. Especially where company machines have been used for Internet access or personal communications, you should anticipate that users may seek to delete or destroy information they regard as personal, confidential or embarrassing and, in so doing, may also delete or destroy potentially relevant ESI. This concern is not one unique to you or your employees and officers. It's simply an event that occurs with such regularity in electronic discovery efforts that any custodian of ESI and their counsel are obliged to anticipate and guard against its occurrence.

D. Preservation by Imaging

You should take affirmative steps to prevent anyone with access to your data, systems and archives from seeking to modify, destroy or hide electronic evidence on network or local hard drives (such as by deleting or overwriting files, using data shredding and overwriting applications, defragmentation, re-imaging or replacing drives, encryption, compression, steganography or the

like). With respect to local hard drives, one way to protect existing data on local hard drives is by the creation and authentication of a forensically qualified image of all sectors of the drive. Such a forensically qualified duplicate may also be called a bitstream image or clone of the drive. Be advised that a conventional back up of a hard drive is not a forensically qualified image because it only captures active, unlocked data files and fails to preserve forensically significant data that may exist in such areas as unallocated space, slack space and the swap file.

With respect to the hard drives and storage devices of each of the persons named below and of each person acting in the capacity or holding the job title named below, as well as each other person likely to have information pertaining to the instant action on their computer hard drive(s), demand is made that you immediately obtain, authenticate and preserve forensically qualified images of the hard drives in any computer system (including portable and home computers) used by that person during the period from December 2013 to today's date as well as recording and preserving the system time and date of each such computer.

Once obtained, each such forensically qualified image should be labeled to identify the date of acquisition, the person or entity acquiring the image and the system and medium from which it was obtained. Each such image should be preserved without alteration.

E. Preservation in Native Form

You should anticipate that certain ESI, including but not limited to spreadsheets and databases, will be sought in the form or forms in which it is ordinarily maintained. Accordingly, you should preserve ESI in such native forms, and you should not select methods to preserve ESI that remove or degrade the ability to search your ESI by electronic means or make it difficult or burdensome to access or use the information efficiently in the litigation. You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

F. Metadata

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location and dates of creation and last modification or access. Application metadata is information automatically included or embedded in electronic files but which may not be apparent to a user, including deleted content, draft language,

commentary, collaboration and distribution data and dates of creation and printing. Be advised that metadata may be overwritten or corrupted by careless handling or improper steps to preserve ESI. For electronic mail, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC and BCC fields.

G. Servers

With respect to servers like those used to manage electronic mail (e.g., Microsoft Exchange, Lotus Domino) or network storage (often called a user's "network share"), the complete contents of each user's network share and e-mail account should be preserved. There are several ways to preserve the contents of a server depending upon, e.g., its RAID configuration and whether it can be downed or must be online 24/7. If you question whether the preservation method you pursue is one that we will accept as sufficient, please call to discuss it.

H. Home Systems, Laptops, Online Accounts and Other ESI Venues

Though we expect that you will act swiftly to preserve data on office workstations and servers, you should also determine if any home or portable systems may contain potentially relevant data. To the extent that officers, board members or employees have sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R disks and the user's PDA, smart phone, voice mailbox or other forms of ESI storage.). Similarly, if employees, officers or board members used online or browser-based email accounts or services (such as AOL, Gmail, Yahoo Mail or the like) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes (including Sent, Deleted and Archived Message folders) should be preserved.

I. Ancillary Preservation

You must preserve documents and other tangible items that may be required to access, interpret or search potentially relevant ESI, including logs, control sheets, specifications, indices, naming protocols, file lists, network diagrams, flow charts, instruction sheets, data entry forms, abbreviation keys, user ID and password rosters or the like.

You must preserve any passwords, keys or other authenticators required to access encrypted files or run applications, along with the installation disks, user manuals and license keys for applications required to access the ESI. You must preserve any cabling, drivers and hardware, other than a standard 3.5"

floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives and other legacy or proprietary devices.

J. Paper Preservation of ESI is Inadequate

As hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, you should preserve both forms.

K. Agents, Attorneys and Third Parties

Your preservation obligation extends beyond ESI in your care, possession or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI, including but not limited to persons/entities involved in marketing, advertising and fax broadcasting on your behalf, to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

L. System Sequestration or Forensically Sound Imaging

We suggest that, with respect to Defendant removing their ESI systems, media and devices from service and properly sequestering and protecting them may be an appropriate and cost-effective preservation step. In the event you deem it impractical to sequester systems, media and devices, we believe that the breadth of preservation required, coupled with the modest number of systems implicated, dictates that forensically sound imaging of the systems, media and devices is expedient and cost effective. As we anticipate the need for forensic examination of one or more of the systems and the presence of relevant evidence in forensically accessible areas of the drives, we demand that you employ forensically sound ESI preservation methods. Failure to use such methods poses a significant threat of spoliation and data loss.

By “forensically sound,” we mean duplication, for purposes of preservation, of all data stored on the evidence media while employing a proper chain of custody and using tools and methods that make no changes to the evidence and support authentication of the duplicate as a true and complete bit-for-bit image of the original. A forensically sound preservation method guards against changes to metadata evidence and preserves all parts of the electronic evidence, including the so-called “unallocated clusters,” holding deleted files.

M. Preservation Protocols

We are desirous of working with you to agree upon an acceptable protocol for forensically sound preservation and can supply a suitable protocol, if you will furnish an inventory of the systems and media to be preserved. Else, if you will promptly disclose the preservation protocol you intend to employ, perhaps we can identify any points of disagreement and resolve them. A successful and compliant ESI preservation effort requires expertise. If you do not currently have such expertise at your disposal, we urge you to engage the services of an expert in electronic evidence and computer forensics. Perhaps our respective expert(s) can work cooperatively to secure a balance between evidence preservation and burden that's fair to both sides and acceptable to the Court.

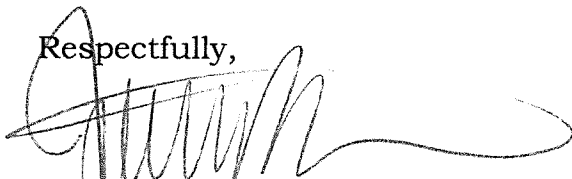
N. Do Not Delay Preservation

I'm available to discuss reasonable preservation steps; however, you should not defer preservation steps pending such discussions if ESI may be lost or corrupted as a consequence of delay. Should your failure to preserve potentially relevant evidence result in the corruption, loss or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek sanctions.

O. Confirmation of Compliance

Please confirm that you have taken the steps outlined in this letter to preserve ESI and tangible documents potentially relevant to this action. If you have not undertaken the steps outlined above, or have taken other actions, please describe what you have done to preserve potentially relevant evidence.

Respectfully,



Jonathan B. Piper
Bock, Hatch, Lewis & Oppenheim, LLC
134 N. LaSalle St., Suite 1000
Chicago, IL 60602
512-739-0390 (cell)
312-658-5515 (direct)
service@classlawyers.com

UNITED STATES DISTRICT COURT

for the

District of Maryland

Germantown Copy Center, Inc.

Plaintiff(s)

v.

Roger Naaman Insurance Services, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Roger Naaman Insurance Services, Inc.
1952 TURTLE RIDGE LN
PORTER RANCH, CA 91326-3809

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Germantown Copy Center, Inc.
c/o Stephen H. Ring, Esquire
9901 Belward Campus Drive, Suite 175
Rockville, MD 20850

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Maryland

Germantown Copy Center, Inc.

Plaintiff(s)

v.

Roger Naaman Insurance Services, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Naaman Insurance Agency, Inc.
23890 COPPER HILL DR., SUITE 505, VALENCIA, CA 91354
Agent for CA Service: KEITH F. ELDER, Esquire
21550 Oxnard Street, Suit 630
Woodland Hills, CA 91367

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Germantown Copy Center, Inc.
c/o Stephen H. Ring, Esquire
9901 Belward Campus Drive, Suite 175
Rockville, MD 20850

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Maryland

Germantown Copy Center, Inc.

Plaintiff(s)

v.

Roger Naaman Insurance Services, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Naaman Insurance Agency, Inc.
2111 E Buckingham Rd #B, Richardson, TX 75081
Agent for Service: RICARDO IVAN ASTURIAS
2111 E Buckingham Rd #B, Richardson, TX 75081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Germantown Copy Center, Inc.
c/o Stephen H. Ring, Esquire
9901 Belward Campus Drive, Suite 175
Rockville, MD 20850

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

Germantown Copy Center, Inc.

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
STEPHEN H. RING, PC
9901 Belward Campus Drive, Suite 175
Rockville, Maryland 20850, (301) 563-9249

DEFENDANTS

Roger Naaman Insurance Services, Inc.

County of Residence of First Listed Defendant Los Angeles
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <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 U.S.C. § 227

Brief description of cause:
A putative class action lawsuit for automated telemarketing pursuant to the Telephone Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 5,000,000.00 **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 03/19/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Stephen H. Ring

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Roger Naaman Insurance Accused of Sending Illegal Fax Advertisements](#)
