

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**LC TECHNOLOGY INTERNATIONAL, INC.**, a Florida corporation, and  
**LACKAWANNA CHIROPRACTIC P.C.**, a New York professional corporation, individually and on behalf of all others similarly situated,

*Plaintiffs,*

v.

**BRIDGE POINT CAPITAL, LLC**, a Wyoming limited liability company, and  
**JOHN DOES 1-100**

*Defendants.*

**Case No. :**

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

1. Plaintiffs LC Technology International, Inc. (“LC Technology”) and Lackawanna Chiropractic P.C. (“Lackawanna Chiropractic” and together with LC Technology, “Plaintiffs”) bring this Class Action Complaint against Defendants Bridge Point Capital, LLC (“Bridge Point”) and John Does 1-100 (together with Bridge Point, the “Bridge Point Defendants”), to stop their practice of sending unsolicited fax advertisements to consumers and businesses, and to obtain redress for all persons or entities similarly injured by their conduct. Plaintiffs LC Technology and Lackawanna Chiropractic, for their Class Action Complaint, alleges as follows upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

## PARTIES

2. Plaintiff LC Technology International, Inc. is a corporation organized and existing under the law of the State of Florida. LC Technology's principal place of business is in this District, in Clearwater, Florida.

3. Plaintiff Lackawanna Chiropractic is a professional corporation organized and existing under the law of the State of New York. Lackawanna Chiropractic's principal place of business is in Lackawanna, New York.

4. Defendant Bridge Point Capital, LLC is a limited liability company incorporated under the laws of the State of Wyoming, with a principal place of business at 18012 Cowan Ave, Irvine, California 90878.<sup>1</sup> Bridge Point's registered agent is Justin Baker, with an address at 18012 Cowan Ave, Irvine, California 90878. Bridge Point does business in the State of Florida and in this District.

5. On information and belief, Defendants John Does 1-100 are Bridge Point employees and/or Bridge Point owned or affiliated entities that gave actual or apparent authority for the fax messages to be sent, or ratified the sending of the faxes and who knowingly received the benefits of the faxes at issue in this Complaint. Such John Does are known only to the Defendants and may be identified following reasonable discovery.

6. The Bridge Point Defendants do business through various subsidiaries and under a variety of fictitious names, including Yosemite Working Capital ("Yosemite"), Founders Working Capital ("Founders"), Colonial Working Capital ("Colonial"), Banc of Omaha, Liberty Working Capital ("Liberty") and Eagle Working Capital ("Eagle") (collectively, the "Bridge Point Aliases").

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<sup>1</sup> Defendant Bridge Point was administratively dissolved by the State of Wyoming on August 9,

7. Each of the Bridge Point Aliases has a nearly identical website, often with the same exact “testimonials” from “clients.” For example, “Joan Avina” has the exact same quotes attributed to her on the Founders Working Capital, Yosemite Working Capital, and Banc of Omaha websites:

Since working with Founders Working Capital, they have given us the resources to grow our business by almost 200% within 12 months. I can’t thank them enough for allowing us to partner with them.

- Joan Avina  
Apparel Company<sup>2</sup>

Since working with Banc of Omaha, they have given us the resources to grow our business by almost 200% within 12 months. I can’t thank them enough for allowing us to partner with them.

- Joan Avina  
Apparel Company<sup>3</sup>

Since working with Yosemite Working Capital, they have given us the resources to grow our business by almost 200% within 12 months. I can’t thank them enough for allowing us to partner with them.

- Joan Avina  
Apparel Company<sup>4</sup>

8. Occasionally, the Bridge Point Aliases shake things up and attribute the same quote to different “clients,” with “Tom Johnson” now offering the same quote as “Joan Avina”:

Since working with Eagle Working Capital, they have given us the resources to grow our business by almost 200% within 12 months. I can’t thank them enough for allowing us to partner with them.

Tom Johnson<sup>5</sup>

9. “Tom Johnson” also offers the same glowing review for Founders Working

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<sup>2</sup> <http://foundersworkingcapital.com/>

<sup>3</sup> Originally <http://bancofomaha.com/>, but the website appears to be deactivated. An archived version is available here <https://web.archive.org/web/20160831142134/http://bancofomaha.com/>

<sup>4</sup> <http://yosemiteworkingcapital.com/>

<sup>5</sup> <http://www.eagleworkingcapital.com/>

Capital that “Mary Jameson” offers for Eagle Working Capital:

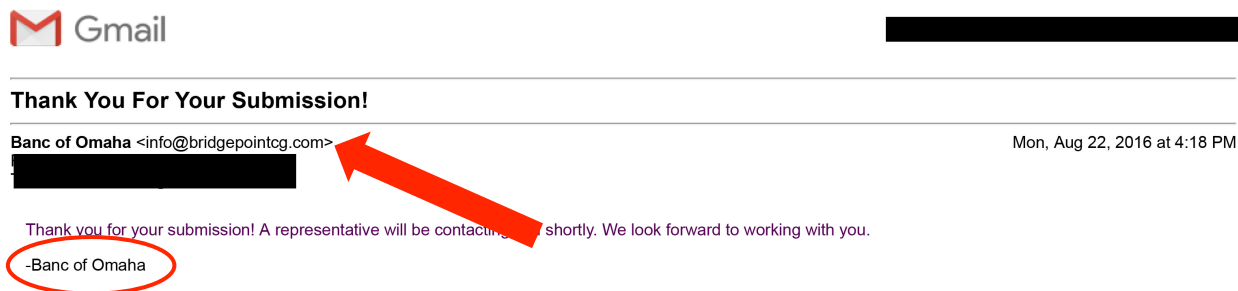
Our company has been working with Founders Working Capital for the past 2 years. They’ve always been accurate, efficient and extremely responsive to our major needs. They understand our cash flow obstacles. They have definitely helped alleviate our cash flow delays and have helped our business stay “afloat” because the payment lag time has been eliminated. Founders Working Capital has been a perfect solution for our company.

- Tom Johnson  
Staffing Company<sup>6</sup>

Our company has been working with Eagle Working Capital for the past 2 years. They’ve always been accurate, efficient and extremely responsive to our major needs. They have definitely helped alleviate our cash flow delays and have helped our business stay “afloat” because the payment lag time has been eliminated. Eagle Working Capital has been a perfect solution for our company.

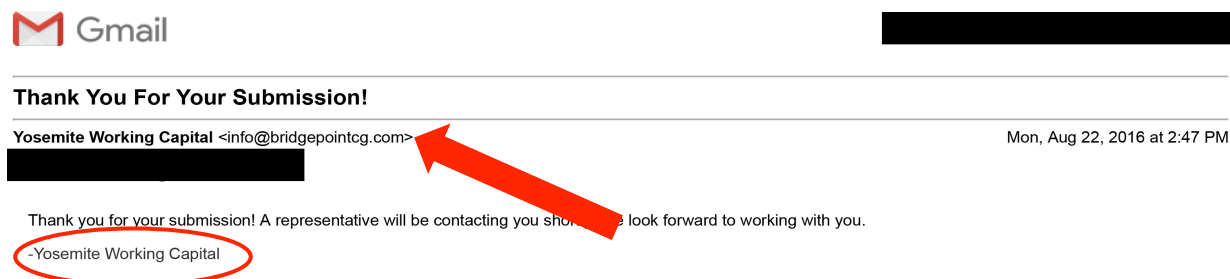
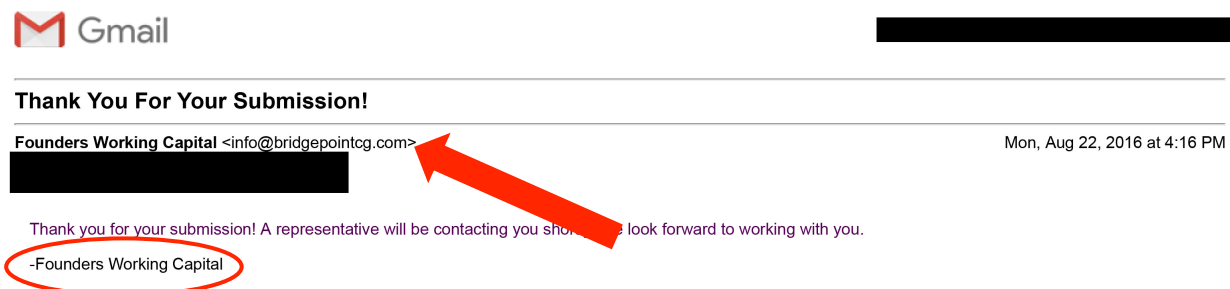
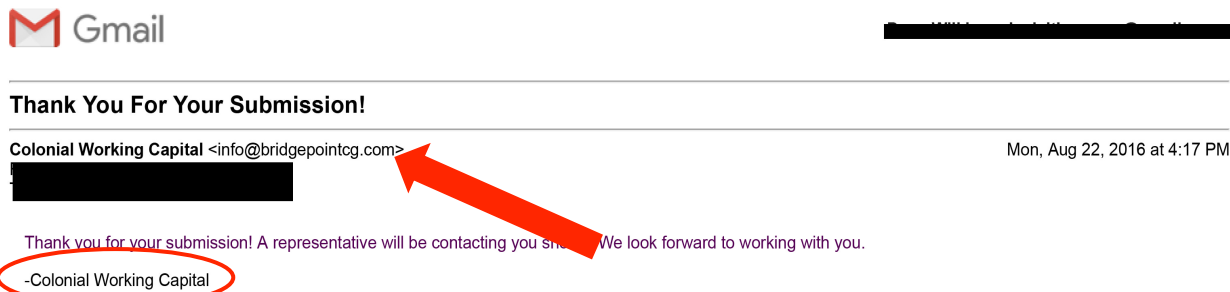
Mary Jameson<sup>7</sup>

10. Additionally, when consumers contact any of the Bridge Point Aliases, the responses come directly from the Bridge Point Defendants, using the Bridge Point name. Several examples of this behavior are shown below:



<sup>6</sup> <http://foundersworkingcapital.com/>

<sup>7</sup> <http://www.eagleworkingcapital.com/>



11. Upon information and belief, the Bridge Point Defendants operate as alter egos of each other, often using the Bridge Point Aliases. There existed and exists a unity of interest and ownership between each of them, such that any individuality and separateness between them has ceased, and each such entity is the alter ego of each other entity.

**JURISDICTION & VENUE**

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331, as the action arises under the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”), which is a federal statute.

13. The Court has personal jurisdiction over Defendants and venue is proper in this District because the Bridge Point Defendants regularly conduct business in the State of Florida and in this District.<sup>8</sup>

14. Venue is additionally proper in this District because a significant portion of the events described throughout this Complaint took place within this District, Plaintiff LC Technology is headquartered in this District, and the faxes at issue were sent to this District.

### COMMON ALLEGATIONS OF FACT

15. This case challenges the Bridge Point Defendants' practice of sending unsolicited fax advertisements.

16. The Bridge Point Defendants are business loan origination companies offering a variety of loans and working capital to small businesses.

17. Unfortunately for consumers, to promote their loan offerings, the Bridge Point Defendants send unsolicited fax advertisements.

18. Online consumer complaints related to the Bridge Point Defendants' unsolicited fax advertisements are numerous. A few of the complaints are:

- "These people keep faxing my office with some unsolicited offer of money/capital. This time the company name says Eagle Working Capital but it changes constantly."<sup>9</sup>
- "We keep getting the same faxes from Bridgepoint Capital dba USA Business Capital"<sup>10</sup>
- "800-789-0903 aka 800-790-7753 is sending out Spam Faxes. Company name : Founders Working Capital."<sup>11</sup>

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<sup>8</sup> See e.g. <http://bridgepointcapitalgroup.com/news/we-love-partys/> (Noting "Today, a large banquet caterer in Orlando FL hired more staff with a \$60,000 loan from BridgePoint Capital.")

<sup>9</sup> <http://800notes.com/Phone.aspx/1-800-809-7757>

<sup>10</sup> <http://800notes.com/Phone.aspx/1-888-239-0080>

<sup>11</sup> <http://800notes.com/Phone.aspx/1-800-789-0903>

- “Sent a junk fax to my company. His fax number is not on the fax (that's illegal, BTW). He insisted we must have done business before. I tried to ask him to removed our number. He was very rude and interrupted me. I hung up on him.”<sup>12</sup>
- “Spam/Junk fax saying we are approved for up to \$250,000 in working capital. Fax is signed Greg Clinton”<sup>13</sup>
- “Well, this time it came as Freedom Working Capital signed by Mark Carter in the amount of \$63,572.00”<sup>14</sup>
- “Junk fax from Liberty Working Capital saying we are pre-approvd [sic] for \$65,184. Fax signed Peter Truman”<sup>15</sup>

19. The Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, 47 USC § 227 *et seq.* (“JFPA” or the “Act”), and the regulations promulgated under the Act, prohibits a person or entity from faxing or having an agent fax advertisements without the recipient’s prior express consent, invitation, and permission. The JFPA provides a private right of action and provides statutory damages of \$500 per violation.

20. The Bridge Point Defendants sent a series of unsolicited advertisements by fax to Plaintiffs Lackawanna Chiropractic and LC Technology, and the Class in violation of the JFPA. (See “Bridge Point Capital Faxes,” a true and correct copy of which is attached hereto as Exhibits A-E.) The Bridge Point Capital Faxes promote the services and goods of the Bridge Point Defendants, namely loans and working capital for smaller businesses. Plaintiffs are informed and believe, and upon such information and belief aver, that the Bridge Point Defendants have sent, and continue to send, unsolicited advertisements via facsimile transmission in violation of the JFPA to other persons as well.

21. Unsolicited faxes cause harm to their recipients. A junk fax recipient loses the use

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<sup>12</sup> <http://800notes.com/Phone.aspx/1-800-861-5771>

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> <http://800notes.com/Phone.aspx/1-800-481-9233>

of its fax machine, paper, and ink toner. An unsolicited fax wastes the recipient's time that would have been spent on something else. A junk fax also interferes with, invades, and intrudes upon the recipient's privacy. Unsolicited faxes prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients' fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message.

22. On behalf of themselves and all others similarly situated, Plaintiffs bring this case as a class action asserting claims against the Bridge Point Defendants under the JFPA.

23. The Bridge Point Defendants' facsimile transmissions were and are being done in the same or similar manner. That is, the Bridge Point Defendants used the same equipment to send faxes to Plaintiffs as they used to send faxes to everyone else. As such, this action is based on the same legal theory, namely liability under the JFPA. This action seeks relief expressly authorized by the JFPA: (i) injunctive relief enjoining the Bridge Point Defendants, their employees, agents, representatives, contractors, affiliates, and all persons and entities acting in concert with them, from sending unsolicited advertisements in violation of the JFPA; and (ii) an award of statutory damages in the minimum amount of \$500 for each violation of the JFPA, and to have such damages trebled, as provided by 47 USC § 227(b)(3).

#### **FACTS SPECIFIC TO PLAINTIFF LC TECHNOLOGY**

24. On or about July 6, 2016 at 8:43 am, Defendants transmitted by telephone facsimile machine an unsolicited fax to Plaintiff LC Technology. A copy of the July 6, 2016 facsimile is attached hereto as Exhibit A.

25. The July 6, 2016 facsimile purports to be a pre-approval notice from Yosemite for a business loan. The July 6, 2016 facsimile was sent from 800-861-5771, a phone number



associated with the Bridge Point Defendants.

26. On or about July 19, 2016 at 7:57 am, Defendants transmitted by telephone facsimile machine an unsolicited fax to Plaintiff LC Technology. A copy of the July 19, 2016 facsimile is attached hereto as Exhibit B.

27. The July 19, 2016 facsimile purports to be a pre-approval notice from Founders for a business loan. The July 19, 2016 facsimile was also sent from 800-861-5771, a phone number associated with the Bridge Point Defendants.

28. On or about August 3, 2016 at 10:13 am, Defendants transmitted by telephone facsimile machine an unsolicited fax to Plaintiff LC Technology. A copy of the August 3, 2016 facsimile is attached hereto as Exhibit C.

29. The August 3, 2016 facsimile purports to be a pre-approval notice from Colonial for a business loan. The August 3, 2016 facsimile was also sent from 800-861-5771, a phone number associated with the Bridge Point Defendants.

30. The Bridge Point Defendants profited by and received the benefits of marketing of their products and are a responsible party under the JFPA.

31. The Bridge Point Defendants created or made Exhibits A-C, which the Bridge Point Defendants knew or should have known advertises the Bridge Point Defendants' goods or products (namely, business loans) that the Bridge Point Defendants intended to and did in fact distribute to Plaintiff LC Technology and the other members of the Class.

32. Exhibits A-C are part of the Bridge Point Defendants work or operations to market the Bridge Point Defendants' goods or services which are performed by the Bridge Point Defendants and/or on behalf of the Bridge Point Defendants. Therefore, Exhibits A-C constitute material furnished in connection with the Bridge Point Defendants' work or operations.

33. Plaintiff LC Technology had not invited or given permission to the Bridge Point Defendants to send the Faxes and had no prior relationship with the Bridge Point Defendants.

34. On information and belief, the Bridge Point Defendants faxed the same unsolicited facsimile to Plaintiff LC Technology and more than 40 other recipients without first receiving the recipients' express permission or invitation.

35. There is no reasonable means for Plaintiff LC Technology (or any other class member) to avoid receiving unauthorized faxes. Fax machines are left on and ready to receive the urgent communications their owners actually desire to receive.

36. The Bridge Point Defendants' facsimiles did not display a proper opt-out notice as required by 47 C.F.R. § 64.1200 because they did not apprise recipients of their legal right to opt out.

#### **FACTS SPECIFIC TO PLAINTIFF LACKAWANNA CHIROPRACTIC**

37. On or about June 16, 2016 at 8:00 am, the Bridge Point Defendants transmitted by telephone facsimile machine an unsolicited fax to Plaintiff Lackawanna Chiropractic. A copy of the June 16, 2016 facsimile is attached hereto as Exhibit D.

38. The June 16, 2016 facsimile purports to be a pre-approval notice from Yosemite for a business loan. The June 16, 2016 facsimile was sent from 800-861-5771, a phone number associated with the Bridge Point Defendants.

39. On or about July 18, 2016 at 11:23 am, the Bridge Point Defendants transmitted by telephone facsimile machine an unsolicited fax to Plaintiff Lackawanna Chiropractic. A copy of the July 18, 2016 facsimile is attached hereto as Exhibit E.

40. The July 18, 2016 facsimile purports to be a pre-approval notice from Banc of Omaha for a business loan. The July 18, 2016 facsimile was sent from 800-861-5771, a phone

number associated with the Bridge Point Defendants.

41. A nearly identical copy of the July 18, 2016 Banc of Omaha fax was also sent to the Southern District office of the Office of the Comptroller of the Currency (“OCC”).<sup>16</sup> The OCC charters, regulates, and supervises all national banks and federal savings associations. The OCC is an independent bureau of the U.S. Department of the Treasury.

42. Upon receipt of the July 18, 2016 fax, the OCC commenced an investigation and took the extraordinary step of sending an “Unauthorized Banking” alert<sup>17</sup> to all national banks and federal savings associations, state banking authorities, the Federal Reserve System, and the Federal Deposit Insurance Corporation regarding Banc of Omaha.

43. Upon information and belief, as discussed *supra*, the Bridge Point Defendants shut down the Banc of Omaha website upon learning of the OCC’s alert and investigation.

44. The Bridge Point Defendants profited by and received the benefits of marketing of their products and is a responsible party under the JFPA.

45. The Bridge Point Defendants created or made Exhibits D-E, which the Bridge Point Defendants knew or should have known advertises the Bridge Point Defendants’ goods or products (namely, business loans) that the Bridge Point Defendants intended to and did in fact distribute to Plaintiff Lackawanna Chiropractic and the other members of the Class.

46. Exhibits D-E are part of the Bridge Point Defendants’ work or operations to market the Bridge Point Defendants goods or services which are performed by the Bridge Point Defendants and/or on behalf of the Bridge Point Defendants. Therefore, Exhibits D-E constitute material furnished in connection with the Bridge Point Defendants’ work or operations.

47. Plaintiff Lackawanna Chiropractic had not invited or given permission to the

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<sup>16</sup> <https://occ.gov/news-issuances/alerts/2016/alert-2016-9a.pdf>

<sup>17</sup> <https://occ.gov/news-issuances/alerts/2016/alert-2016-9.html>

Bridge Point Defendants to send the Faxes and had no prior relationship with the Bridge Point Defendants.

48. On information and belief, the Bridge Point Defendants faxed the same unsolicited facsimile to Plaintiff Lackawanna Chiropractic and more than 40 other recipients without first receiving the recipients' express permission or invitation.

49. There is no reasonable means for Plaintiff Lackawanna Chiropractic (or any other class member) to avoid receiving unauthorized faxes. Fax machines are left on and ready to receive the urgent communications their owners actually desire to receive.

50. The Bridge Point Defendants' facsimiles did not display a proper opt-out notice as required by 47 C.F.R. § 64.1200 because they did not apprise recipients of their legal right to opt out.

#### **CLASS ACTION ALLEGATIONS**

51. In accordance with F. R. Civ. P. 23(b)(1), (b)(2) and (b)(3), Plaintiffs bring this class action pursuant to the JFPA, on behalf of the following class of persons:

All persons who (1) on or after four years prior to the filing of the initial complaint in this action, (2) were sent, by the Bridge Point Defendants or on the Bridge Point Defendants' behalf a telephone facsimile message substantially similar to Exhibits A-E, (3) from whom the Bridge Point Defendants claim they obtained prior express permission or invitation to send those faxes in the same manner as the Bridge Point Defendants claim they obtained prior express consent to fax the Plaintiffs.

52. The following individuals are excluded from the Class: (1) any Judge or Magistrate presiding over this action and members of their families; (2) the Bridge Point Defendants, the Bridge Point Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Bridge Point Defendants or their parents have a controlling interest and their current or former employees, officers and directors; (3) Plaintiff's attorneys; (4) persons

who properly execute and file a timely request for exclusion from the class; (5) the legal representatives, successors or assigns of any such excluded persons; and (6) persons whose claims against the Bridge Point Defendants have been fully and finally adjudicated and/or released. Plaintiffs anticipate the need to amend the class definition following appropriate discovery.

53. Class Size (F. R. Civ. P. 23(a)(1)): Plaintiffs are informed and believe, and upon such information and belief aver, that the number of persons and entities of the Plaintiff Class is numerous and joinder of all members is impracticable. Plaintiffs are informed and believe, and upon such information and belief aver, that the number of class members is in the hundreds and potentially in the thousands.

54. Commonality (F. R. Civ. P. 23 (a) (2)): Common questions of law and fact apply to the claims of all class members that are central to each class members' claim. Common material questions of fact and law include, but are not limited to:

(a) Whether the Bridge Point Defendants sent unsolicited facsimile advertisements;

(b) Whether the Bridge Point Defendants' facsimiles advertised the commercial availability of property, goods, or services;

(c) Whether the Bridge Point Defendants obtained prior express consent from the recipients to send the facsimiles;

(d) Whether the Bridge Point Defendants transmitted facsimile advertisements without first obtaining the recipient's prior permission or invitation;

(e) Whether the Bridge Point Defendants sent the facsimile advertisements knowingly;

(f) Whether the Bridge Point Defendants violated the provisions of 47 U.S.C. § 227 and the regulations promulgated thereunder;

(g) Whether the Faxes contained an “opt-out notice” that complies with the requirements of 47 U.S.C. § 227(b)(1)(C)(iii), and the regulations promulgated thereunder, and the effect of the failure to comply with such requirements;

(h) Whether the Bridge Point Defendants should be enjoined from faxing advertisements in the future;

(i) Whether the Plaintiffs and the other members of the Class are entitled to statutory damages; and

(j) Whether the Court should award treble damages.

55. Typicality (F. R. Civ. P. 23 (a) (3)): Plaintiffs’ claims are typical of the claims of all class members. The Plaintiffs received the Faxes sent by or on behalf of the Bridge Point Defendants advertising goods and services of the Bridge Point Defendants during the Class Period. The Plaintiffs are making the same claims and seeking the same relief for themselves and all class members based upon the same federal statute. The Bridge Point Defendants have acted the same or in a similar manner with respect to the Plaintiffs and all the class members.

56. Fair and Adequate Representation (F. R. Civ. P. 23 (a) (4)): The Plaintiffs will fairly and adequately represent and protect the interests of the class. It is interested in this matter, has no conflicts and has retained experienced class counsel to represent the class. Plaintiffs are committed to keeping themselves apprised of the litigation and to representing the Class Members’ interests.

57. Common Conduct (F. R. Civ. P. 23 (b) (2)): Class certification is appropriate because the Bridge Point Defendants have acted and refused to act in the same or similar manner

with respect to all class members thereby making injunctive and declaratory relief appropriate.

The Plaintiffs demand such relief as authorized by 47 U.S.C. §227.

58. Predominance, Superiority, and Manageability (F. R. Civ. P. 23 (b) (3)): Common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other methods for the fair and efficient adjudication of the controversy because:

(a) Proof of the claims of the Plaintiffs will also prove the claims of the class without the need for separate or individualized proceedings;

(b) Evidence regarding defenses or any exceptions to liability that the Bridge Point Defendants may assert and prove will come from the Bridge Point Defendants' records and will not require individualized or separate inquiries or proceedings;

(c) The Bridge Point Defendants has acted and are continuing to act pursuant to common policies or practices in the same or similar manner with respect to all class members;

(d) The amount likely to be recovered by individual class members does not support individual litigation. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one (1) proceeding based upon common proofs. The common questions cut to the heart of the case and predominate over any supposed individualized issues; and

(e) This case is manageable and superior to maintain as a class action in that:

i. The Bridge Point Defendants identified persons or entities to receive the fax transmission and it is believed that the Bridge Point Defendants' computer and business records will enable the Plaintiffs to readily identify class members and establish liability and damages;

ii. Liability and damages can be established for the Plaintiffs and the Class with the same common proofs;

iii. Statutory damages are provided for in the statute and are the same for all class members and can be calculated in the same or a similar manner;

iv. A class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort and expense;

v. A class action will contribute to uniformity of decisions concerning the Bridge Point Defendants' practices; and

vi. As a practical matter, the claims of the class are likely to go unaddressed absent class certification.

**FIRST CAUSE OF ACTION**  
**Violations of the Junk Fax Prevention Act of 2005**  
**47 U.S.C. § 227, et seq.**

59. Plaintiffs incorporate by reference the foregoing allegations as if fully set forth herein.

60. The JFPA makes unlawful for any person to “use any telephone facsimile machine, computer or other device to send, to a telephone facsimile machine, an unsolicited advertisement ...” 47 U.S.C. § 227(b)(1)(C).

61. The JFPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s prior express invitation or permission, in writing or otherwise.” 47 U.S.C. § 227(a)(5).

62. The faxes sent by the Bridge Point Defendants advertised the Bridge Point Defendants’ business loans, were commercial in nature, and are advertisements under the TCPA and JFPA.



63. Plaintiffs and the other class members never gave prior express consent, invitation or permission to receive the faxes.

64. **Opt-Out Notice Requirements.** The JFPA strengthened the prohibitions against the sending of unsolicited advertisements by requiring, in 47 U.S.C. § 227(b)(1)(C)(iii) of the Act, that senders of faxed advertisements place a clear and conspicuous notice on the first page of the transmission that contains the following among other things (hereinafter collectively the “Opt-Out Notice Requirements”).

a. a statement that the recipient is legally entitled to opt-out of receiving future faxed advertisements – knowing that he or she has the legal right to request an opt-out gives impetus for recipients to make such a request, if desired;

b. a statement that the sender must honor a recipient’s opt-out request within 30 days and the sender’s failure to do so is unlawful – thereby encouraging recipients to opt-out, if they did not want future faxes, by advising them that their opt-out requests will have legal “teeth”;

c. a statement advising the recipient that he or she may opt-out with respect to all of his or its facsimile telephone numbers, and not just with respect to the number or numbers at which fax advertisements have been received from the sender – thereby instructing a recipient on how to make a valid opt-out request for all of his or its fax machines;

The requirement of (1) above is incorporated from 47 U.S.C. § 227(b)(D)(ii). The requirement of (2) above is incorporated from 47 U.S.C. § 227(b)(D)(ii) and the rules and regulations of the Federal Communications Commission (the “FCC”) in ¶31 of its 2006 Report and Order (*In the Matter of Rules and Regulations Implementing the Telephone Consumer*

*Protection Act, Junk Prevention Act of 2005*, 21 FCC Rcd. 3787, 2006 WL 901720, which rules and regulations took effect on August 1, 2006). The requirements of (3) above are contained in 47 U.S.C. § 227(b)(2)(E) and incorporated into the Opt-Out Notice Requirements via 47 U.S.C. § 227(b)(2)(D)(ii). Compliance with the Opt-Out Notice Requirements is neither difficult nor costly. The Opt-Out Notice Requirements are important consumer protections bestowed by Congress upon the owners of fax machines giving them the right, and means, to stop unwanted faxed advertisements. As a result of such requirements, a sender of a faxed advertisement who fails to comply with the Opt-Out Notice Requirements has, by definition, transmitted an unsolicited advertisement under the JFPA. This is because such a sender can neither claim that the recipients of the faxes advertisement gave “prior express permission or invitation” to receive the Faxes nor can the sender claim the exemption from liability contained in 47 U.S.C. § 227(b)(C)(1).

65. **The Faxes.** The Bridge Point Defendants sent Exhibits A-E via facsimile transmission from telephone facsimile machines, computers, or other devices to the telephone facsimile machines of Plaintiffs and members of the Class. The Bridge Point Capital Faxes constituted an advertisement under the Act. The Bridge Point Defendants failed to comply with the Opt-Out Requirements in connection with the Bridge Point Capital Faxes. The faxes failed to apprise recipients of their legal right to opt out, or indeed provide any information regarding opting out or a means to opt out. The Bridge Point Capital Faxes were transmitted to persons or entities without their prior express permission or invitation and/or the Bridge Point Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements. The Bridge Point Defendants violated the JFPA and the regulations promulgated thereunder by sending the Bridge Point Capital Faxes via

facsimile transmission to Plaintiffs LC Technology and Lackawanna Chiropractic and members of the Class.

66. **The Bridge Point Defendants' Other Violations of the TCPA.** Plaintiffs are informed and believe, and upon such information and belief aver, that during the period preceding four years of the filing of this Complaint and repeatedly thereafter, the Bridge Point Defendants have sent via facsimile transmission from telephone facsimile machines, computers, or other devices to telephone facsimile machines of members of the Plaintiff Class faxes that constitute advertisements under the JFPA that were transmitted to persons or entities without their prior express permission or invitation (and/or that the Bridge Point Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements in connection with such transmissions). The Bridge Point Defendants violated the JFPA and the regulations promulgated thereunder. Plaintiffs are informed and believe, and upon such information and belief aver, that the Bridge Point Defendants are continuing to send unsolicited advertisements via facsimile transmission in violation of the JFPA and the regulations promulgated thereunder, and absent intervention by this Court, will do so in the future.

67. The TCPA/JFPA provides a private right of action to bring this action on behalf of Plaintiffs and the Plaintiff Class to redress the Bridge Point Defendants' violations of the Act, and provides for statutory damages. 47 U.S.C. § 227(b)(3). The Act also provides that injunctive relief is appropriate. *Id.*

68. The JFPA is a strict liability statute. The Bridge Point Defendants are liable to the Plaintiffs and the other class members even if they did not intend to send the faxes or to send them without first obtaining prior express invitation or permission.

69. The Bridge Point Defendants knew or should have known that (a) the Plaintiffs and the other class members had not given express invitation or permission for the Bridge Point Defendants or anybody else to fax advertisements about the Bridge Point Defendants' goods or services; (b) the faxes constituted an advertisement; and (c) the Faxes did not apprise recipients of their legal right to opt out.

70. The Bridge Point Defendants' actions caused damages to the Plaintiffs and the other class members. Receiving the Bridge Point Defendants' junk faxes caused the recipients to lose paper and toner consumed in the printing of the Bridge Point Defendants' faxes. Moreover, the Bridge Point Defendants' faxes used the Plaintiffs' fax machines. The Defendant's faxes cost the Plaintiffs time, as the Plaintiffs and their employees wasted their time receiving, reviewing and routing the Bridge Point Defendants' unauthorized faxes. That time otherwise would have been spent on the Plaintiffs' business activities. The Bridge Point Defendants' faxes unlawfully invaded the Plaintiffs' and other Class Members' privacy interests in being left alone. Finally, the injury and property damage sustained by Plaintiffs and the other class members from the sending of the Bridge Point Defendants' advertisements occurred outside of the Bridge Point Defendants' premises.

71. As a result of the Bridge Point Defendants' conduct, Plaintiffs and the other members of the Class are each entitled to, under 47 U.S.C. § 227(b)(3)(B), a minimum of \$500.00 in damages for each violation of such act.

72. Furthermore, in the event the Court finds that the Bridge Point Defendants' conduct was willful and knowing, the Court should, under 47 U.S.C. § 227(b)(3)(C), treble the amount of statutory damages recoverable by Plaintiffs and the other members of the Class.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs LC Technology and Lackawanna Chiropractic, on behalf of themselves and the Class, pray for the following relief:

1. An order certifying this case as a class action on behalf of the Class as defined above; appointing LC Technology and Lackawanna Chiropractic as the representatives of the Class and appointing their attorneys as Class Counsel;
2. An award of actual monetary loss from such violations or the sum of five hundred dollars (\$500.00) for each violation, whichever is greater, all to be paid into a common fund for the benefit of the Plaintiffs and the other Class Members;
3. An order declaring that the Bridge Point Defendants' faxes constitute unsolicited advertisements, that they lack the required opt out language, and that the Bridge Point Defendants sent the faxes without first obtaining prior express invitation, permission or consent of the recipients, and enjoining the Bridge Point Defendants from further violations, and otherwise protecting the interests of the Class;
4. An award of pre-judgment interest;
5. An award of reasonable attorneys' fees and costs to be paid out of the common fund prayed for above; and
6. Such further and other relief the Court deems reasonable and just.

**JURY DEMAND**

Plaintiffs request a trial by jury of all claims that can be so tried.

Respectfully Submitted,

**LC TECHNOLOGY INTERNATIONAL, INC.**, and  
**LACKAWANNA CHIROPRACTIC P.C.**, individually  
and on behalf of all others similarly situated,

Dated: January 18, 2017 By: /s/ Stefan Coleman

Stefan Coleman (Florida Bar No. 0030188)  
law@stefancoleman.com  
Adam T. Savett\*  
adam@stefancoleman.com  
Law Offices of Stefan Coleman, P.A.  
201 South Biscayne Boulevard, 28th Floor  
Miami, Florida 33131  
Telephone: (877) 333-9427  
Facsimile: (888) 498-8946

Attorneys for Plaintiffs and the Class

\* *Pro Hac Vice* Admission to Be Sought

EXHIBIT A


LY-06-2016 8:43

800-861-5771

<<FAX>>

1/1

BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FDIC ENDORSEMENT BACKER

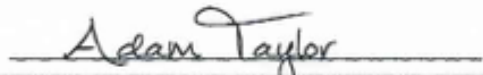


**YOSEMITE**  
WORKING CAPITAL

AMOUNT	CLIENT CODE	EXPIRES
<b>75,351.00</b>	<b>UB1478</b>	<b>60 Days</b>

**PAY** SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND 00/100 \$ **75,351.00**

**TO THE ORDER OF** **L C TECHNOLOGY INTL**  
**DAVID ZIMMERMAN**



**WE PROVIDE CAPITAL TO BUSINESS OWNERS**

Hello,

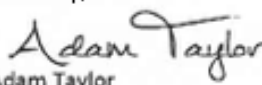
This notice certifies that our funding department has already approved your company for up to \$250,000 in business working capital. There are no restrictions on the use of funds and your approval is guaranteed. These funds are being reserved for your company until August 28<sup>th</sup>, 2016. You can use this money for any business purpose and take advantage of opportunities to:

- ▶ Purchase inventory, equipment or supplies
- ▶ Capitalize on new business opportunities
- ▶ Hire more employees
- ▶ Advertise your business
- ▶ **Get Extra Cash** – Receive more than enough money to achieve your company's goals!

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

Yosemite Working Capital makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after August 28<sup>th</sup>, 2016. Call today to activate your account at **Call 1-800-590-8991**.

Sincerely,

  
Adam Taylor  
Yosemite Working Capital



Call 1-(800)-590-8991

[www.YosemiteWorkingCapital.com](http://www.YosemiteWorkingCapital.com)

**WE GUARANTEE APPROVALS WHILE OTHERS DECLINE!!!!**

To remove your fax from our distribution call (800) 290-7753



EXHIBIT B


07-19-2015 7:57

800-851-5771

7274490893

1/1

BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FDIC ENDORSEMENT BACKER

	<b>AMOUNT</b>	<b>CLIENT CODE</b>	<b>EXPIRES</b>
	<b>75,351.00</b>	<b>UB1478</b>	<b>60 Days</b>

**FOUNDERS WORKING CAPITAL**

**PAY SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND 00/100**     \$ **75,351.00**

**TO THE ORDER OF**     **LC TECHNOLOGY INTL**  
**DAVID ZIMMERMAN**

*Mark Stevens*

**WE PROVIDE CAPITAL TO BUSINESS OWNERS**

Hello,

This notice certifies that our funding department has already approved your company for up to \$250,000 in business working capital. There are no restrictions on the use of funds and your approval is **guaranteed**. These funds are being reserved for your company until September 28<sup>th</sup>, 2016. You can use this money for any business purpose and take advantage of opportunities to:

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- ▶ Hire more employees
- ▶ Advertise your business
- ▶ **Get Extra Cash** - Receive more than enough money to achieve your company's goals!

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

Founders Working Capital makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after September 28th, 2015. Call today to activate your account at Call 1-800-789-0903.

Sincerely,

*Mark Stevens*  
Mark Stevens  
Founders Working Capital



**FOUNDERS WORKING CAPITAL**  
Call 1-800-789-0903

[www.FoundersWorkingCapital.com](http://www.FoundersWorkingCapital.com)

**WE GUARANTEE APPROVALS WHILE OTHERS DECLINE!!!**

To remove your fax from our distribution call (800) 789-7788

EXHIBIT C

78-03-2016 10:13

800-861-5771

7274490892

1/1

BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FDIC ENDORSEMENT BACKER

AMOUNT	CLIENT CODE	EXPIRES
<b>72,381.00</b>	UB1478	60 Days

**COLONIAL**  
WORKING CAPITAL

PAY SEVENTY-TWO THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS AND 00/100 \$ **72,381.00**

TO THE ORDER OF **L C TECHNOLOGY INTL**  
**DAVID ZIMMERMAN**

*Steve Presley*

**WE PROVIDE CAPITAL TO BUSINESS OWNERS**

Hello,

This notice certifies that our funding department has already approved your company for up to \$250,000 in business working capital. There are no restrictions on the use of funds and your approval is **guaranteed**. These funds are being reserved for your company until September 28<sup>th</sup>, 2016. You can use this money for any business purpose and take advantage of opportunities to:

- ✓ Purchase inventory, equipment or supplies
- ✓ Capitalize on new business opportunities
- ✓ Hire more employees
- ✓ Advertise your business
- ✓ Get Extra Cash – Receive more than enough money to **achieve your company's goals!**

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

**Colonial Working Capital** makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after September 28<sup>th</sup>, 2016.

Call today to activate your account at Call **1-800-579-1505**.

Sincerely,

*Steve Presley*  
Steve Presley  
Colonial Working Capital



Call 1-800-579-1505

[www.ColonialWorkingCapital.com](http://www.ColonialWorkingCapital.com)

**WE GUARANTEE APPROVALS WHILE OTHERS DECLINE!!!**

To remove your info from our distribution call (800) 780 7763

EXHIBIT D

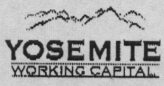
06-16-2016 8:00

800-861-5771

<<FAX>>

1 / 1

**BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FDIC ENDORSEMENT BACKER**

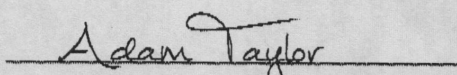


**YOSEMITE**  
WORKING CAPITAL

AMOUNT	CLIENT CODE	EXPIRES
<b>75,351.00</b>	<b>UB1478</b>	<b>60 Days</b>

**PAY SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND 00/100 \$ **75,351.00****

**TO THE ORDER OF LACKAWANNA CHIROPRACTIC  
THOMAS TAYLOR DC**



**WE PROVIDE CAPITAL TO BUSINESS OWNERS**

Hello,

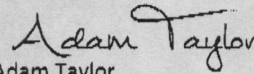
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- ▶ **Capitalize** on new business opportunities
- ▶ **Hire** more employees
- ▶ **Advertise** your business
- ▶ **Get Extra Cash** – Receive more than enough money to achieve your company’s goals!

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

Yosemite Working Capital makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after August 28th, 2016. Call today to activate your account at **Call 1-800-590-8991**.

Sincerely,

  
Adam Taylor  
Yosemite Working Capital



**Call 1-(800)-590-8991**

**www.YosemiteWorkingCapital.com**

**WE GUARANTEE APPROVALS WHILE OTHERS DECLINE!!!!**

To remove your fax from our distribution call (800)-790-7753

EXHIBIT E



07-18-2016 11:23

800-861-5771

7168232730

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BOTTOM BORDER CONTAINS MICROPRINTING - PANTOGRAPH IS BLUE - REVERSE SIDE HAS FOIC ENDORSEMENT BACKER



**Banc of Omaha**

AMOUNT	CLIENT CODE	EXPIRES
71,521.00	UB1478	60 Days

PAY **Seventy-One Thousand Five Hundred Twenty-One Dollars and 0/100** \$ **\$71,521.00**

TO THE ORDER OF **LACKAWANNA CHIROPRACTIC**  
**THOMAS TAYLOR DC**

*Sam Thomas*

**WE PROVIDE CAPITAL TO BUSINESS OWNERS**

Hello,

This notice certifies that our funding department has already approved your company for up to \$250,000 in business working capital. There are no restrictions on the use of funds and your approval is **guaranteed**. These funds are being reserved for your company until September 28<sup>th</sup>, 2016. You can use this money for any business purpose and take advantage of opportunities to:

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- ▶ **Capitalize** on new business opportunities
- ▶ **Hire** more employees
- ▶ **Advertise** your business
- ▶ **Get Extra Cash** – Receive more than enough money to achieve your company’s goals!

With our unique financing program, you can access the working capital you need now, and pay us from your future sales. You do not need excellent credit, or give us a personal guarantee. Your business receivables already qualify you to receive these funds within the next 5 days.

**Banc of Omaha** makes it easier than ever to get the capital you need for your business. Funds are limited and this approval cannot be guaranteed after September 28th, 2016.

Call today to activate your account at **Call 1-800-706-7712**.

Sincerely,

*Sam Thomas*

Sam Thomas  
Banc of Omaha



**Banc of Omaha**

Call 1-800-706-7112

[www.BancofOmaha.com](http://www.BancofOmaha.com)

**WE GUARANTEE APPROVALS WHILE OTHERS DECLINE!!!**

To remove your fax from our distribution call (800)-790-7753





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

LC Technology International, Inc. a Florida corporation, and Lackawana Chiropractic P.C., a New York professional corporation, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Pinnelas

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Stefan Coleman, Esq. - Law Offices of Stefan Coleman, P.A.
201 S. Biscayne Blvd, 28th Floor
Miami, FL 33131

DEFENDANTS

Bridge Point Capital, LLC, a Wyoming limited liability company, and John Does 1-100,

County of Residence of First Listed Defendant Orange Co., California

(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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location options.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Violation of the Telephone Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE January 19, 2017 SIGNATURE OF ATTORNEY OF RECORD s/Stefan Coleman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bridge Point Capital Sued Over Unsolicited Faxes](#)

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