

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION**

JOHN SOKOL, individually and on behalf)
of classes of similarly situated individuals.)

Plaintiff,)

v.)

FORTEGRA FINANCIAL CORPORATION,)
a Delaware corporation, and)
ENSURETY VENTURES, LLC d/b/a,)
OMEGA AUTO CARE, a Missouri corporation,)

Defendants.)

CASE NO:

3:18-cv-262-J-34 PDB

CLERK US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DISTRICT
2018 FEB 20 AM 11:14

FILED

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL WITH
INJUNCTIVE RELIEF SOUGHT**

Plaintiff John Sokol (hereinafter "Plaintiff"), individually and on behalf of all others similarly situated, alleges on personal knowledge, investigation of his counsel, and on information and belief as follows:

NATURE OF THE ACTION

1. In a misguided effort to market automotive warranties, Fortegra Financial Corporation (hereafter "Fortegra"), an underwriter of such products, engaged Ensurety Ventures, LLC d/b/a Omega Auto Care (hereafter "Omega") (collectively hereafter "Defendants"), an administrator of such products, to establish an automated calling operation to place unsolicited telemarketing calls to the cellular telephones of thousands of consumers nationwide.

2. Plaintiff brings this action for damages and other legal and equitable remedies resulting from the illegal actions of Defendants in contacting Plaintiff and Class Members on their cellular telephones without their prior express consent within the meaning of the Telephone

Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, and the Federal Communication Commission rules promulgated thereunder, 47 C.F.R. § 64.1200 (hereinafter referred to as the “TCPA”). Defendants have violated the TCPA by contacting Plaintiff and Class members on their cellular telephones via an “automatic telephone dialing system,” as defined by 47 U.S.C. § 227(a)(1), and/or by using “an artificial or prerecorded voice” as described in 47 U.S.C. § 227(b)(1)(A), without their prior express consent within the meaning of the TCPA. .

3. On behalf of the classes, Plaintiff seeks an injunction requiring Defendants to cease all unauthorized automated telephone calls, and an award of statutory damages to the members of the classes, together with costs and reasonable attorneys’ fees.

JURISDICTION AND VENUE

4. This matter in controversy exceeds \$5,000,000, as each member of the proposed Class of thousands is entitled to up to \$1,500.00 in statutory damages for each call that has violated the TCPA. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). Further, Plaintiff alleges national classes, which will result in at least one Class member belonging to a different state. Therefore, both elements of diversity jurisdiction under the Class Action Fairness Act of 2005 (“CAFA”) are present, and this Court has jurisdiction.

5. This Court also has federal question jurisdiction pursuant to 28 U.S.C. § 1331.

6. This Court has personal jurisdiction over Defendants because Defendants’ principal places of business are in this District and a substantial part of the events concerning the unauthorized robocalls at issue occurred in this District, establishing minimum contacts showing Defendants have purposefully availed themselves of the resources and protection of the State of Florida.

7. Venue is proper in the United States District Court for the Middle District of Florida pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1441(a) because Defendants' principal places of business are located in this District and Defendants are deemed to reside in any judicial district in which they are subject to personal jurisdiction at the time the action is commenced.

8. Venue is proper in the Jacksonville Division of this District because both Defendants have their principal places of business in or near Jacksonville, Florida.

PARTIES

9. Plaintiff Sokol is, and at all times relevant has been, a resident of the State of Ohio.

10. Defendant Fortegra is a nationwide provider of automotive warranty underwriting services and a subsidiary of Tiptree Financial, Inc. Fortegra is a Delaware corporation with its principal place of business located in Jacksonville, Florida.

11. Defendant Ensurety Ventures LLC d/b/a Omega Auto Care is a nationwide provider of automotive warranty administration services. Ensurety Ventures, LLC is a Missouri corporation; Omega Auto Care's principal place of business is located Jacksonville, Florida.

THE TELEPHONE CONSUMER PROTECTION ACT OF 1991
(TCPA), 47 U.S.C. § 227

The TCPA's Restrictions on Calls to Cellular Telephones

12. In 1991, Congress enacted the TCPA¹ in response to a growing number of consumer complaints regarding certain telemarketing practices.

13. The TCPA regulates, among other things, the use of automatic telephone dialing equipment, or “autodialers.”

14. Specifically, the plain language of section 227(b)(1)(A)(iii) of the TCPA prohibits the use of autodialers to make any call to a wireless number in the absence of an emergency or the prior express consent of the called party.

15. According to findings by the FCC, the agency Congress vested with authority to issue regulations implementing the TCPA, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls, and such calls can be costly and inconvenient.

16. The FCC also recognized that wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.²

17. On January 4, 2008, the FCC released a Declaratory Ruling wherein it confirmed that autodialed and prerecorded message calls to a wireless number are permitted only if the calls are made with the “prior express consent” of the called party.³

¹ Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991), codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of 1934, 47 U.S.C. § 201 *et seq.*

² *In re Rules and Regulations Implementing the TCPA*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014, 14115 (¶ 165) (2003).

The TCPA's Restrictions on Calls to Residential Telephone Numbers

18. Through the TCPA, Congress outlawed telemarketing via unsolicited automated or pre-recorded telephone calls (“robocalls”), finding:

[R]esidential telephone subscribers consider automated or prerecorded telephone calls, regardless of the content or the initiator of the message, to be a nuisance and an invasion of privacy...

Banning such automated or prerecorded telephone calls to the home, except when the receiving party consents to receiving the call[,] . . . is the only effective means of protecting telephone consumers from this nuisance and privacy invasion.

Id. § 2(10) and (12).

19. The TCPA prohibits persons from initiating any telephone call to a residential telephone line using a prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes or is exempted by rule or order of the FCC. 47 U.S.C. § 227(b)(1)(B); *see also* 47 C.F.R. § 64.1200(a)(2).

FACTUAL ALLEGATIONS

Fortegra and Omega's Marketing Arrangement

20. Fortegra is, and at all times mentioned herein was, a “person,” as defined by 47 U.S.C. § 153(39).

21. Fortegra is a nationwide provider of automotive warranty underwriting services to numerous warranty administrators, including but not limited to Omega.

22. Omega is, and at all times mentioned herein was, a “person,” as defined by 47 U.S.C. § 153(39).

³ *In re Rules and Regulations Implementing the TCPA*, CG Docket No. 02-278, Declaratory Ruling, 23 FCC Rcd 559, 564-65 (¶ 10) (2008) (“2008 FCC Declaratory Ruling”).

23. Omega is an automotive warranty administrator who sells and services automotive warranty policies to consumers nationwide and partners with Fortegra with respect to such policies.

24. The company website for Omega Autocare prominently displays its affiliation with Fortegra and includes a large Fortegra company logo on its "About Us" webpage. The website also states that "Omega Auto Care is insured by Lyndon Southern Insurance Company ("Lyndon"), a Fortegra company." On information and belief, Lyndon is a wholly owned subsidiary of Fortegra.

25. In an effort to increase the sales of their automotive warranty products, Fortegra partnered with Omega to establish an automated calling operation to solicit potential customers nationwide.

26. On information and belief, the call centers established on behalf of Defendants were operated by third-parties which marketed their goods and services by using an ATDS to place telephone calls to the phone numbers of thousands of potential customers every day.

27. The automated calling operation was established to act on Defendants' behalf to solicit the purchase Defendants' automotive warranty services.

28. Defendants, through their automated calling operation, engaged in the mass transmission of unsolicited robocalls to the cell phones nationwide of what they hoped were potential customers of Defendants' automotive warranty services.

29. The Federal Communication Commission has instructed that sellers such as Defendants may not avoid liability by outsourcing telemarketing:

[A]llowing the seller to avoid potential liability by outsourcing its telemarketing activities to unsupervised third parties would leave consumers in many cases

without an effective remedy for telemarketing intrusions. This would particularly be so if the telemarketers were judgment proof, unidentifiable, or located outside the United States, as is often the case. Even where third-party telemarketers are identifiable, solvent, and amenable to judgment limiting liability to the telemarketer that physically places the call would make enforcement in many cases substantially more expensive and less efficient, since consumers (or law enforcement agencies) would be required to sue each marketer separately in order to obtain effective relief. As the FTC noted, because “[s]ellers may have thousands of ‘independent’ marketers, suing one or a few of them is unlikely to make a substantive difference for consumer privacy.”

May 2013 FCC Ruling, 28 FCC Rcd at 6588 (¶ 37) (internal citations omitted).

30. In its January 4, 2008 ruling, the FCC reiterated that a company on whose behalf a telephone call is made bears the responsibility for any violations. *Id.* (specifically recognizing “on behalf of” liability in the context of an autodialed or prerecorded message call sent to a consumer by a third party on another entity’s behalf under 47 U.S.C. § 227(b)).

31. The FCC has explained that its “rules generally establish that the party on whose behalf a solicitation is made bears ultimate responsibility for any violations.” *See In re Rules & Regulations Implementing the TCPA*, CC Docket No. 92-90, Memorandum Opinion and Order, 10 FCC Rcd 12391, 12397 (¶ 13) (1995).

32. Omega, or some unnamed entity working on Omega’s behalf, made the autodialed and prerecorded message calls described herein “on behalf of” Defendants within the meaning of the FCC’s Declaratory Rulings and 47 U.S.C. § 227(c)(5).

33. On May 9, 2013, the FCC released a Declaratory Ruling holding that a corporation or other entity that contracts out its telephone marketing “may be held vicariously

liable under federal common law principles of agency for violations of . . . section 227(b) . . . that are committed by third-party telemarketers.”⁴

34. More specifically, the May 2013 FCC Ruling held that, even in the absence of evidence of a formal contractual relationship between the seller and the telemarketer, a seller is liable for telemarketing calls if the telemarketer “has apparent (if not actual) authority” to make the calls. 28 FCC Rcd at 6586 (¶ 34).

35. The FCC has repeatedly rejected a narrow view of TCPA liability, including the assertion that a seller’s liability requires a finding of formal agency and immediate direction and control over the third-party who placed the telemarketing call. *Id.* at 6587, n. 107.

36. The May 2013 FCC Ruling further clarifies the circumstances under which a telemarketer has apparent authority:

[A]pparent authority may be supported by evidence that the seller allows the outside sales entity access to information and systems that normally would be within the seller’s exclusive control, including: access to detailed information regarding the nature and pricing of the seller’s products and services or to the seller’s customer information. The ability by the outside sales entity to enter consumer information into the seller’s sales or customer systems, as well as the authority to use the seller’s trade name, trademark and service mark may also be relevant. It may also be persuasive that the seller approved, wrote or reviewed the outside entity’s telemarketing scripts. Finally, a seller would be responsible under the TCPA for the unauthorized conduct of a third-party telemarketer that is otherwise authorized to market on the seller’s behalf if the seller knew (or reasonably should have known) that the telemarketer was violating the TCPA on the seller’s behalf and the seller failed to take effective steps within its power to force the telemarketer to cease that conduct.

28 FCC Rcd at 6592 (¶ 46).

⁴ *In re Joint Petition Filed by DISH Network, LLC et al. for Declaratory Ruling Concerning the TCPA Rules*, CG Docket No. 11-50, Declaratory Ruling, 28 FCC Rcd 6574, 6574 (¶ 1) (May 9, 2013) (“May 2013 FCC Ruling”).

37. Defendants are directly liable for the telemarketing calls made on their behalf because they actively participated in those calls and issued quotations for insurance wholly derived from those calls.

38. Defendants were legally responsible for ensuring that their vendors complied with the TCPA, even if Defendants did not themselves make the calls.

39. Defendants knew (or reasonably should have known) that their vendors were violating the TCPA on their behalf, and failed to take effective steps within their power to force the telemarketer to cease that conduct.

40. Finally, the May 2013 FCC Ruling states that called parties may obtain “evidence of these kinds of relationships . . . through discovery, if they are not independently privy to such information.” *Id.* at 6592-593 (¶ 46). Moreover, evidence of circumstances pointing to apparent authority on behalf of the telemarketer “should be sufficient to place upon the seller the burden of demonstrating that a reasonable consumer would not sensibly assume that the telemarketer was acting as the seller’s authorized agent.” *Id.* at 6593 (¶ 46).

Plaintiff Sokol

41. On May 8, 2017, Plaintiff Sokol received an automated call appearing to come from telephone number 614-335-4282 on his cellular telephone. This call was made using a predictive or automated dialing technology, as demonstrated by the substantial pause at the beginning of the call prior to a human voice coming on the line. Mr. Sokol said “Hello?” approximately four times, waiting for the party who had called him to respond.

42. When a human finally did come on the line, the sales associate identified himself as calling on behalf of Omega Auto Care, and proceeded to give a sales pitch for automotive

warranty services. To investigate the source of this call, Plaintiff Sokol remained on the phone with the Omega representative for approximately 16 minutes, and he received a quote for an extended auto warranty. The unauthorized robocall placed by Defendants invaded Plaintiff Sokol's privacy and interfered with his use of his cellular telephone.

43. Plaintiff Sokol has never contacted Omega or any of the other Defendants for any purpose, and has no business relationship with any of the Defendants.

44. Defendants are, or should have been, aware that the automated calling operation marketing their warranties was placing telephone solicitation calls in violation of the TCPA.

45. Plaintiff Sokol received all calls as described above on his cellular telephone assigned a number ending in 7657.

46. Defendants are, or should have been, aware that the automated calling operation marketing their warranties was placing telephone solicitation calls in violation of the TCPA.

47. Plaintiff Sokol understood the purpose of Defendants' calls was to market Defendants' services and solicit business from him.

48. Plaintiff Sokol did not consent to being called by Defendants for telemarketing purposes and the calls received from Defendants were an intrusion into Plaintiff's privacy and caused Plaintiff Sokol annoyance and an unnecessary expenditure of his time and efforts.

49. Plaintiff Sokol is the exclusive user of the telephone assigned the number ending in 7657 and the account holder of record for that account.

CLASS ACTION ALLEGATIONS

50. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully stated herein.

51. Plaintiff brings this action on behalf of himself and the following classes (together, the “Classes”) pursuant to Federal Rule of Civil Procedure 23.

52. Plaintiff proposes the following Class definitions, subject to amendment as appropriate:

(i) **The Fortegra Class:** All persons in the United States and its Territories who, within four years prior to the commencement of this litigation, received one or more telephone solicitation calls on their cellular telephone advertising the sale of automotive warranties underwritten by Fortegra through an automated telephone dialing system without providing prior express consent to receive such phone calls.

(ii) **The Written Consent Subclass:** All persons in the United States and its Territories who, since October 16, 2013, received one or more telephone solicitation calls on their cellular telephone advertising the sale of automotive warranties underwritten by Fortegra through an automated telephone dialing system without providing prior express written consent to receive such phone calls.

(iii) **The Omega Subclass:** All persons in the United States and its Territories who, within four years prior to the commencement of this litigation, received one or more telephone solicitation calls on their cellular telephone advertising the sale of automotive warranties administered by Omega through an automated telephone dialing system without providing prior express consent to receive such phone calls.

53. Plaintiff Sokol is a member of, and will fairly and adequately represent and protect the interests of, these Classes and Subclasses.

54. Excluded from the Classes and Subclasses are Defendants, any entities in which Defendants have a controlling interest, Defendants' agents and employees, any Judge to whom this action is assigned, and any member of such Judge's staff and immediate family, and claims for personal injury, wrongful death and/or emotional distress.

55. Plaintiff does not know the exact number of members in the Classes and Subclasses, but Plaintiff reasonably believes Class members number, at minimum, in the thousands in each class and subclass.

56. Plaintiff and all members of the Classes and Subclasses have been harmed by the acts of the Defendants, including, but not limited to, the invasion of their privacy, annoyance, waste of time, the use of their cell phone battery, and the intrusion on their cellular telephone that occupied it from receiving legitimate communications.

57. This Class Action Complaint seeks injunctive relief and money damages.

58. The joinder of all Class members is impracticable due to the size and relatively modest value of each individual claim.

59. Additionally, the disposition of the claims in a class action will provide substantial benefit to the parties and the Court in avoiding a multiplicity of identical suits.

60. Further, all members of the Classes and Subclasses can be identified through records maintained by Defendants and/or their telemarketing agents and/or telephone carriers.

61. There are well defined, nearly identical, questions of law and fact affecting all parties.

62. The questions of law and fact, referred to above, involving the class claims predominate over questions which may affect individual Class and Subclass members.

63. Such common questions of law and fact include, but are not limited to, the following:

a. Whether Defendants used an automatic telephone dialing system or an artificial or prerecorded voice in its non-emergency calls to Class members' telephones to promote its goods or services.

b. Whether agents operating on behalf of Defendants used an automatic telephone dialing system in making non-emergency calls to Class members' cell phones;

c. Whether Defendants or their agents used an artificial or prerecorded voice in its non-emergency calls to Class members' cell phones;

d. Whether the Defendants can meet their burden of showing they obtained prior express consent (*i.e.*, written consent that is clearly and unmistakably stated), to make such calls;

e. Whether the Defendants' conduct was knowing and/or willful;

f. Whether the Defendants are liable for statutory damages; and

g. Whether the Defendants should be enjoined from engaging in such conduct in the future.

64. As a person who received non-emergency telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice or calls, without his prior express consent within the meaning of the TCPA, Plaintiff asserts claims that are typical of each Class member who also received such phone calls.

65. Further, Plaintiff will fairly and adequately represent and protect the interests of the Classes. Plaintiff has no interests which are antagonistic to any member of the Classes.

66. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the other members of the Classes, and have the financial resources to do so.

67. Absent a class action, most members of the Classes would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

COUNT I

**Statutory Violations of the Telephone Consumer Protection Act (47 U.S.C. 227, et seq.)
on behalf of all Classes and Subclasses.**

69. Defendants' acts and omissions constitute numerous and multiple violations of the TCPA, including but not limited to each of the above cited provisions of 47 U.S.C. § 227 *et seq.*

70. As a result of the Defendants' violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and Class members are entitled to an award of \$500 in statutory damages for each and every violation of the statute, pursuant to 47 U.S.C. § 227(b)(3)(B).

71. Plaintiff and Class members are also entitled to and do seek injunctive relief prohibiting the Defendants' violation of the TCPA in the future.

COUNT II

**Knowing and/or Willful Violation of the Telephone Consumer Protection Act (47 U.S.C.
227, et seq.) on behalf of all Classes and Subclasses**

73. Defendants' acts and omissions constitute numerous and multiple violations of the TCPA, including but not limited to each of the above cited provisions of 47 U.S.C. § 227 *et seq.*

74. As a result of the Defendants' knowing and/or willful violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and each member of the Class is entitled to treble damages of up to \$1,500 for each and every violation of the statute, pursuant to 47 U.S.C. § 227(b)(3).

75. Plaintiff and Class members are also entitled to and do seek injunctive relief prohibiting the Defendants' violation of the TCPA in the future.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and all Class members the following relief against the Defendants:

A. Injunctive relief prohibiting such violations of the TCPA by the Defendants in the future;

B. As a result of the Defendants' willful and/or knowing violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for themselves and each Class member treble damages, as provided by statute, of up to \$1,500 for each and every violation of the TCPA;

C. As a result of Defendants' statutory violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for himself and each Class member \$500 in statutory damages for each and every violation of the TCPA;

D. An award of attorneys' fees and costs to counsel for Plaintiff and the Class as permitted by law;

E. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Classes the Court deems appropriate, finding that Plaintiff is a proper representative of the Class, and appointing the lawyers and law firms representing Plaintiff as counsel for the Class;

F. Such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: February 19, 2018

By: /s/ James J. Boyle

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*Attorneys for Plaintiff and the Proposed
Classes*

JS 44 (Rev. 06/17)

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
 JOHN SOKOL, individually and on behalf of all similarly situated persons

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 James Boyle, BOYLE & GALNOR, 50 North Laura Street, Suite 2500,
 Jacksonville, FL 32202, (904) 516-5507

DEFENDANTS
 FORTEGRA FINANCIAL CORPORATION and
 ENSURETY VENTURES, LLC d/b/a OMEGA AUTO CARE

County of Residence of First Listed Defendant Duval
 (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)

Click here for: Nature of Suit Code Descriptions.

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 Veterans' 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"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395M) <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"/> 376 Qui Tam (31 USC 3729(a)) <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	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	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 - 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):
 47 U.S.C. s.227 et seq.

Brief description of cause:
 Telemarketing calls in 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 \$ 10,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE Judge Brian J. Davis DOCKET NUMBER 3:17-cv-01215-BJD-JBT

DATE 2/20/18 SIGNATURE OF ATTORNEY OF RECORD James Boyle

RECEIPT # JAX026807 AMOUNT \$2400 APPLYING IFP / JUDGE 34 MAG. JUDGE PDB

ClassAction.org

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