



1 the illegal actions of LITHIA MOTORS, INC., DBA MERCEDES-BENZ OF LOS  
2 ANGELES (“Defendant”), in negligently, knowingly, and/or willfully contacting  
3 Plaintiff on Plaintiff’s cellular telephone in violation of the Telephone Consumer  
4 Protection Act, 47. U.S.C. § 227 *et seq.* (“TCPA”), thereby invading Plaintiff’s  
5 privacy.

6 **JURISDICTION & VENUE**

7 2. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff,  
8 a resident of California, seeks relief on behalf of a Class, which will result in at  
9 least one class member belonging to a different state than that of Defendant, a  
10 company incorporated and headquartered in the State of Oregon. Plaintiff also  
11 seeks up to \$1,500.00 in damages for each call in violation of the TCPA, which,  
12 when aggregated among a proposed class in the thousands, exceeds the  
13 \$5,000,000.00 threshold for federal court jurisdiction. Therefore, both diversity  
14 jurisdiction and the damages threshold under the Class Action Fairness Act of 2005  
15 (“CAFA”) are present, and this Court has jurisdiction.

16 3. Venue is proper in the United States District Court for the Central  
17 District of California pursuant to 28 U.S.C. § 1391(b)(2) because Defendant does  
18 business within the state of California and Plaintiff resides within this District.

19 **PARTIES**

20 4. Plaintiff, AJIA MUNNS (“Plaintiff”), is a natural person residing in  
21 Los Angeles, California and is a “person” as defined by 47 U.S.C. § 153 (39).

22 5. Defendant, LITHIA MOTORS, INC., DBA MERCEDES-BENZ OF  
23 LOS ANGELES (“Defendant” or “DEFENDANT”), is an American nationwide  
24 automotive retailer and is a “person” as defined by 47 U.S.C. § 153 (39).

25 6. The above named Defendant, and its subsidiaries and agents, are  
26 collectively referred to as “Defendants.” The true names and capacities of the  
27 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are  
28 currently unknown to Plaintiff, who therefore sues such Defendants by fictitious

1 names. Each of the Defendants designated herein as a DOE is legally responsible  
2 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend the  
3 Complaint to reflect the true names and capacities of the DOE Defendants when  
4 such identities become known.

5 7. Plaintiff is informed and believes that at all relevant times, each and  
6 every Defendant was acting as an agent and/or employee of each of the other  
7 Defendants and was acting within the course and scope of said agency and/or  
8 employment with the full knowledge and consent of each of the other Defendants.  
9 Plaintiff is informed and believes that each of the acts and/or omissions complained  
10 of herein was made known to, and ratified by, each of the other Defendants.

11 **FACTUAL ALLEGATIONS**

12 8. Beginning in or around May of 2020, Plaintiff received a series of  
13 unsolicited text messages on her cellular telephone from Defendant

14 9. Defendant contacted Plaintiff on her cellular telephone ending in -  
15 2592, in an effort to sell or solicit its services.

16 10. During this time, Defendants began to use Plaintiff's cellular  
17 telephone for the purpose of sending Plaintiff spam advertisements and/or  
18 promotional offers, via text messages, including a text message sent to and received  
19 by Plaintiff on or about May 12, 2020, from Defendants

20 11. Defendant's text messages to Plaintiff on her cellular telephone  
21 originated from phone numbers confirmed to belong to Defendant, including  
22 without limitation (213) 988-6766.

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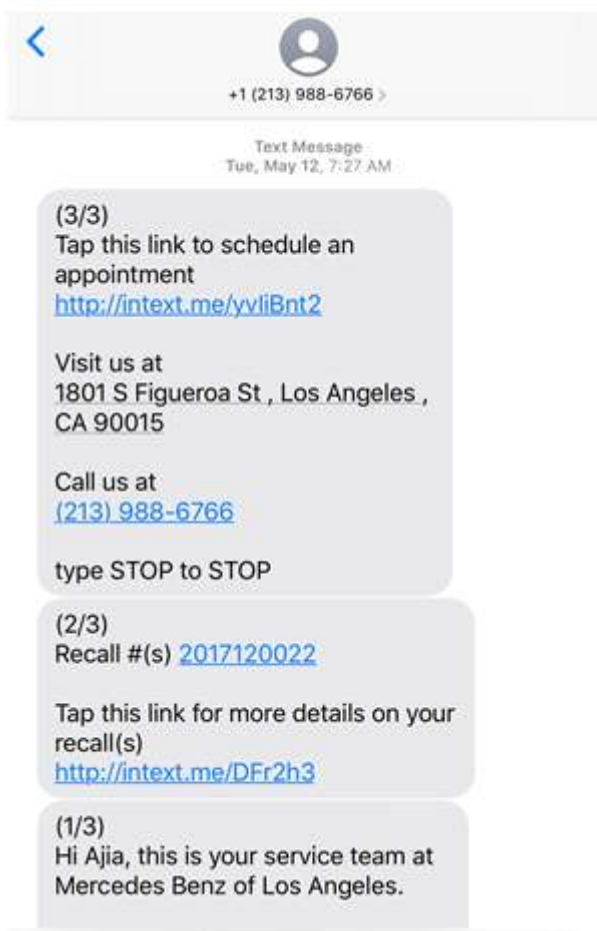
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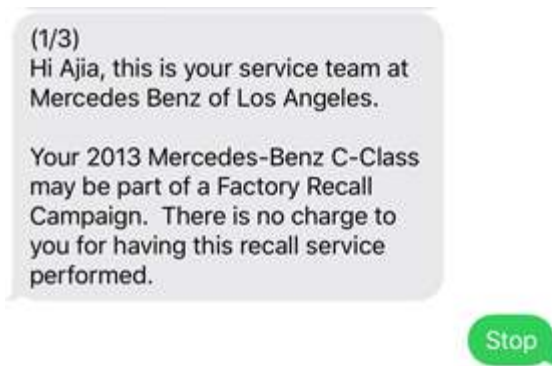
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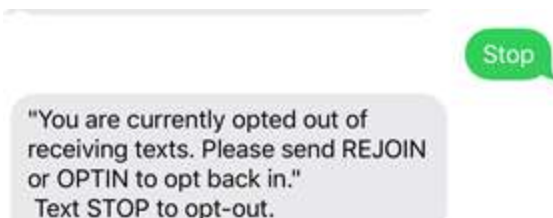
1           12.    On May 12, 2020, Plaintiff received a text message from Defendant  
2 that read:



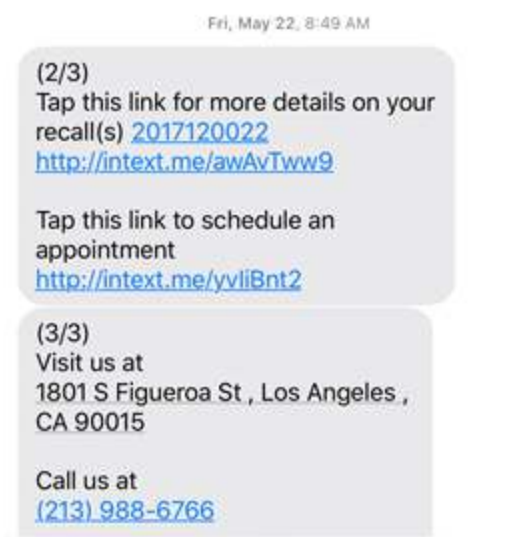
19  
20           13.    Plaintiff responded “STOP” to Defendant’s unsolicited text.



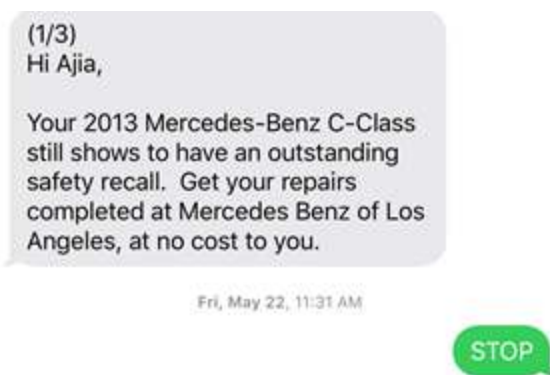
1 14. Defendant responded with the following message:



7 15. Not long after, on May 22, 2020, Plaintiff received another text from  
8 Defendants. It read:



19 16. Once again, Plaintiff responded "STOP" to Defendant's unsolicited  
20 text.



1 17. Once again, Defendant responded to Plaintiff with the following  
2 message:



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4  
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7  
8 18. However, Plaintiff’s repeated efforts to get Defendant to cease its  
9 automated barrage of solicitations were to no avail, and Defendant continued to  
10 harass and annoy her with text messages.

11 19. This text message placed to Plaintiff’s cellular telephone was placed  
12 via Defendants’ *SMS Blasting Platform*, i.e., an “automatic telephone dialing  
13 system,” (“ATDS”) as defined by 47 U.S.C. § 227 (a)(1) as prohibited by 47 U.S.C.  
14 § 227 (b)(1)(A).

15 20. The telephone number that Defendants, or their agent, called was  
16 assigned to a cellular telephone service for which Plaintiff incurs a charge for  
17 incoming calls pursuant to 47 U.S.C. § 227 (b)(1).

18 21. Defendant’s calls constituted calls that were not for emergency  
19 purposes as defined by 47 U.S.C. § 227(b)(1)(A).

20 22. Defendant’s calls were placed to telephone number assigned to a  
21 cellular telephone service for which Plaintiff incurs a charge for incoming calls  
22 pursuant to 47 U.S.C. § 227(b)(1).

23 23. Plaintiff is not a customer of Defendant’s services and has never  
24 provided any personal information, including her cellular telephone number, to  
25 Defendant for any purpose whatsoever.

26 24. In addition, on at least one occasion Plaintiff replied to Defendant to  
27 stop contacting her. Accordingly, Defendant never received Plaintiff’s “prior  
28 express consent” to receive calls using an automatic telephone dialing system or an

1 artificial or prerecorded voice on her cellular telephone pursuant to *47 U.S.C. §*  
2 *227(b)(1)(A)*.

3 25. These text messages by Defendants, or its agents, violated 47 U.S.C.  
4 § 227(b)(1).

5 26. Plaintiff alleges upon information and belief, including without  
6 limitation her experiences as recounted herein, especially her experience of being  
7 called after expressly requesting that Defendant cease all calls to her, that  
8 Defendant lacks reasonable policies and procedures to avoid the violations of the  
9 Telephone Consumer Protection act herein described.

### 10 **CLASS ALLEGATIONS**

11 27. Plaintiff brings this action individually and on behalf of all others  
12 similarly situated, as a member the two proposed classes (hereafter, jointly, “The  
13 Classes”). The class concerning the ATDS claim for no prior express consent  
14 (hereafter “The ATDS Class”) is defined as follows:

15 All persons within the United States who received any  
16 solicitation/telemarketing text messages from Defendant  
17 to said person’s cellular telephone made through the use  
18 of any automatic telephone dialing system or an artificial  
19 or prerecorded voice and such person had not previously  
20 consented to receiving such text messages within the four  
years prior to the filing of this Complaint

21 28. The class concerning the ATDS claim for revocation of consent, to the  
22 extent prior consent existed (hereafter “The ATDS Revocation Class”) is defined  
23 as follows:

24 All persons within the United States who received any  
25 solicitation/telemarketing text messages from Defendant  
26 to said person’s cellular telephone made through the use  
27 of any automatic telephone dialing system or an artificial  
28 or prerecorded voice and such person had revoked any  
prior express consent to receive such text messages prior

1 to the text messages within the four years prior to the  
2 filing of this Complaint.

3 29. Plaintiff represents, and is a member of, The ATDS Class, consisting  
4 of all persons within the United States who received any solicitation text messages  
5 from Defendant to said person's cellular telephone made through the use of any  
6 automatic telephone dialing system or an artificial or prerecorded voice and such  
7 person had not previously not provided their cellular telephone number to  
8 Defendant within the four years prior to the filing of this Complaint.

9 30. Plaintiff represents, and is a member of, The ATDS Revocation Class,  
10 consisting of all persons within the United States who received any  
11 solicitation/telemarketing text messages from Defendant to said person's cellular  
12 telephone made through the use of any automatic telephone dialing system or an  
13 artificial or prerecorded voice and such person had revoked any prior express  
14 consent to receive such text messages prior to the calls within the four years prior  
15 to the filing of this Complaint.

16 31. Defendant, its employees and agents are excluded from The Classes.  
17 Plaintiff does not know the number of members in The Classes, but believes the  
18 Classes members number in the thousands, if not more. Thus, this matter should  
19 be certified as a Class Action to assist in the expeditious litigation of the matter.

20 32. The Classes are so numerous that the individual joinder of all of its  
21 members is impractical. While the exact number and identities of The Classes  
22 members are unknown to Plaintiff at this time and can only be ascertained through  
23 appropriate discovery, Plaintiff is informed and believes and thereon alleges that  
24 The Classes includes thousands of members. Plaintiff alleges that The Classes  
25 members may be ascertained by the records maintained by Defendant.

26 33. Plaintiff and members of The ATDS Class and The ATDS Revocation  
27 Class were harmed by the acts of Defendant in at least the following ways:  
28 Defendant illegally contacted Plaintiff and ATDS Class members via their cellular



1 telephones thereby causing Plaintiff and ATDS Class and ATDS Revocation Class  
2 members to incur certain charges or reduced telephone time for which Plaintiff and  
3 ATDS Class and ATDS Revocation Class members had previously paid by having  
4 to retrieve or administer messages left by Defendant during those illegal calls, and  
5 invading the privacy of said Plaintiff and ATDS Class and ATDS Revocation Class  
6 members.

7 34. Common questions of fact and law exist as to all members of The  
8 ATDS Class which predominate over any questions affecting only individual  
9 members of The ATDS Class. These common legal and factual questions, which  
10 do not vary between ATDS Class members, and which may be determined without  
11 reference to the individual circumstances of any ATDS Class members, include,  
12 but are not limited to, the following:

- 13 a. Whether, within the four years prior to the filing of this  
14 Complaint, Defendant made any telemarketing/solicitation text  
15 messages (other than a message made for emergency purposes  
16 or made with the prior express consent of the called party) to a  
17 ATDS Class member using any automatic telephone dialing  
18 system or any artificial or prerecorded voice to any telephone  
19 number assigned to a cellular telephone service;
- 20 b. Whether Plaintiff and the ATDS Class members were damaged  
21 thereby, and the extent of damages for such violation; and
- 22 c. Whether Defendant should be enjoined from engaging in such  
23 conduct in the future.

24 35. As a person that received numerous telemarketing/solicitation calls  
25 from Defendant using an automatic telephone dialing system or an artificial or  
26 prerecorded voice, without Plaintiff's prior express consent, Plaintiff is asserting  
27 claims that are typical of The ATDS Class.

28 36. Common questions of fact and law exist as to all members of The

1 ATDS Revocation Class which predominate over any questions affecting only  
2 individual members of The ATDS Revocation Class. These common legal and  
3 factual questions, which do not vary between ATDS Revocation Class members,  
4 and which may be determined without reference to the individual circumstances of  
5 any ATDS Revocation Class members, include, but are not limited to, the  
6 following:

- 7 a. Whether, within the four years prior to the filing of this  
8 Complaint, Defendant made any telemarketing/solicitation text  
9 messages (other than a call made for emergency purposes or  
10 made with the prior express consent of the called party) to an  
11 ATDS Revocation Class member, who had revoked any prior  
12 express consent to be called using an ATDS, using any  
13 automatic telephone dialing system or any artificial or  
14 prerecorded voice to any telephone number assigned to a  
15 cellular telephone service;
- 16 b. Whether Plaintiff and the ATDS Revocation Class members  
17 were damaged thereby, and the extent of damages for such  
18 violation; and
- 19 c. Whether Defendant should be enjoined from engaging in such  
20 conduct in the future.

21 37. As a person that received numerous telemarketing/solicitation calls  
22 from Defendant using an automatic telephone dialing system or an artificial or  
23 prerecorded voice, after Plaintiff had revoked any prior express consent, Plaintiff  
24 is asserting claims that are typical of The ATDS Revocation Class.

25 38. Plaintiff will fairly and adequately protect the interests of the members  
26 of The Classes. Plaintiff has retained attorneys experienced in the prosecution of  
27 class actions.

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1 *seq.*, Plaintiff and the Class Members are entitled an award of \$500.00 in statutory  
2 damages, for each and every violation, pursuant to *47 U.S.C. § 227(b)(3)(B)*.

3 45. Plaintiff and the Class members are also entitled to and seek  
4 injunctive relief prohibiting such conduct in the future.

5 **SECOND CAUSE OF ACTION**

6 **Knowing and/or Willful Violations of the Telephone Consumer Protection Act**

7 **47 U.S.C. §227 et seq.**

8 46. Plaintiff repeats and incorporates by reference into this cause of  
9 action the allegations set forth above.

10 47. The foregoing acts and omissions of Defendant constitute numerous  
11 and multiple knowing and/or willful violations of the TCPA, including but not  
12 limited to each and every one of the above cited provisions of *47 U.S.C. § 227 et*  
13 *seq.*

14 48. As a result of Defendant's knowing and/or willful violations of *47*  
15 *U.S.C. § 227 et seq.*, Plaintiff and the Class members are entitled an award of  
16 \$1,500.00 in statutory damages, for each and every violation, pursuant to *47 U.S.C.*  
17 *§ 227(b)(3)(B)* and *47 U.S.C. § 227(b)(3)(C)*.

18 49. Plaintiff and the Class members are also entitled to and seek  
19 injunctive relief prohibiting such conduct in the future.

20 **PRAYER FOR RELIEF**

21 Wherefore, Plaintiff respectfully requests the Court grant Plaintiff and The  
22 Class members the following relief against Defendants, and each of them:

- 23 a. That this action be certified as a class action on behalf of The  
24 Classes and Plaintiff be appointed as the representative of The  
25 Classes;
- 26 b. As a result of Defendant's negligent violations of *47 U.S.C.*  
27 *§227(b)(1)*, Plaintiff and the Class members are entitled to and  
28 request \$500 in statutory damages, for each and every violation,

pursuant to 47 U.S.C. 227(b)(3)(B);

- c. As a result of Defendant’s willful and/or knowing violations of 47 U.S.C. §227(b)(1), Plaintiff and the Class members are entitled to and request treble damages, as provided by statute, up to \$1,500, for each and every violation, pursuant to 47 U.S.C. §227(b)(3)(B) and 47 U.S.C. §227(b)(3)(C);
- d. For actual damages according to proof;
- e. For reasonable attorneys’ fees and costs of suit;
- f. For prejudgment interest at the legal rate; and
- g. Any and all other relief that the Court deems just and proper.

**JURY DEMAND**

50. Pursuant to her rights under the Seventh Amendment to the United States Constitution, Plaintiff demands a jury on all issues so triable.

Respectfully submitted this 8th day of September 2020.

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: /s/ Todd M. Friedman  
Todd M. Friedman  
Law Offices of Todd M. Friedman  
Attorney for Plaintiff