

1 BURKE LAW OFFICES, LLC
Alexander H. Burke (admitted *pro hac vice*)
2 ABurke@BurkeLawLLC.com
155 N. Michigan Ave. Suite 9020
3 Chicago, IL 60601
Telephone: (312)729-5288
4 Facsimile: (312) 729-5289

5 LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
6 Jonathan D. Selbin (State Bar No. 170222)
jselbin@lchb.com
7 Douglas I. Cuthbertson (admitted *pro hac*
vice)
8 dcuthbertson@lchb.com
250 Hudson Street, 8th Floor
9 New York, NY 10013
Telephone: (212) 355-9500
10 Facsimile: (212) 355-9592

11 LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
12 Daniel M. Hutchinson (State Bar No.
239458)
13 dhutchinson@lchb.com
275 Battery Street, 29th Floor
14 San Francisco, CA 94111-3339
Telephone: (415) 956-1000
15 Facsimile: (415) 956-1008

MEYER WILSON CO., LPA
Matthew R. Wilson (SBN 290473)
mwilson@meyerwilson.com
305 W. Nationwide Blvd
Columbus, OH 43215
Telephone: (614) 224-6000
Facsimile: (614) 224-6066

KING & SIEGEL LLP
Elliot Siegel (286798)
Elliot@kingsiegel.com
724 South Spring St. Suite 201
Los Angeles, CA 90014
Telephone: (213) 465-4802
Facsimile: (213) 465-4803

16 Attorneys for Plaintiffs *and the Class*
17 [*Additional Counsel Appear on Signature*
Page]

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**
20 **WESTERN DIVISION**

21 JENNY BROWN and CARMEN
22 MONTIJO, on behalf of themselves
and all others similarly situated,

23 Plaintiffs,

24 v.

25 DIRECTV, LLC,

26 Defendant.

Case No. 2:13-cv-01170-DMG-E

**FIFTH AMENDED COMPLAINT
FOR DAMAGES AND INJUNCTIVE
RELIEF PURSUANT TO 47 U.S.C.
§ 227, ET SEQ. (TELEPHONE
CONSUMER PROTECTION ACT)**

CLASS ACTION

JURY TRIAL DEMANDED

1 Plaintiffs Jenny Brown and Carmen Montijo, individually and on behalf of
2 all others similarly situated, makes the following allegations and claims against
3 Defendant DIRECTV, LLC (“Defendant”), upon their personal knowledge, the
4 investigation of their counsel, and information and belief as follows:

5 **INTRODUCTION**

6 1. Plaintiffs bring this action against Defendant for violations of the
7 Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”), the
8 Federal Communication Commission rules promulgated thereunder, 47 C.F.R.
9 §64.1200 (“Rules”), by Defendant and its present, former, and/or future direct and
10 indirect predecessors, parent companies, subsidiaries, affiliates, agents, and/or
11 related entities. Defendant has violated the TCPA and Rules by making telephone
12 calls to Plaintiffs and others similarly situated on their cellular telephones with the
13 use of “an artificial or prerecorded voice” (collectively, “Voice”) as described in 47
14 U.S.C. § 227(b)(1)(A) and/or an “automatic telephone dialing system” (“ATDS”),
15 as defined by 47 U.S.C. § 227(a)(1), without their prior express consent within the
16 meaning of the TCPA and the Rules.

17 2. On December 12, 2005, the United States Department of Justice,
18 acting on behalf of the Federal Trade Commission (“FTC” or “Commission”), filed
19 a complaint for civil penalties and injunctive relief against Defendant DIRECTV,
20 LLC (“DIRECTV”) and telemarketing companies it hired to promote DIRECTV
21 programming for violating the TCPA, the FTC Act, and the Do Not Call provisions
22 of the Commission’s Telemarketing Sales Rule. *See* Complaint, *United States v.*
23 *DirecTV, Inc., et al.*, No. 05-1211 (C.D. Cal. Dec. 12, 2005). According to the
24 Complaint, DIRECTV engaged several telemarketing firms and individuals that,
25 “acting on behalf of DIRECTV,” engaged in telemarketing conduct that violated
26 the TCPA. The Complaint states that DIRECTV either knew or consciously
27 avoided knowing the methods by which their telemarketers were promoting
28 DIRECTV’s programming.

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

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

5 16. The TCPA regulates, among other things, the use of Voice and ATDS.
6 Specifically, the plain language of section 227(b)(1)(A) prohibits the use of an
7 ATDS to make any call to a wireless number, or to use a Voice during such a call,
8 in the absence of an emergency or the prior express consent of the called party.²

9 17. According to findings by the FCC, the agency Congress vested with
10 authority to issue regulations implementing the TCPA, such calls are prohibited
11 because, as Congress found, telephone calls using a Voice or an ATDS are a greater
12 nuisance and invasion of privacy than live solicitation calls, and such calls can be
13 costly and inconvenient. The FCC also recognized that wireless customers are
14 charged for incoming calls whether they pay in advance or after the minutes are
15 used.³

16 18. On January 4, 2008, the FCC released a Declaratory Ruling wherein it
17 confirmed that Voice and ATDS debt collection calls to a wireless number by a
18 creditor or a debt collector are permitted only if the calls are made with the “prior
19 express consent” of the called party.⁴ The FCC “emphasize[d] that prior express
20 consent is deemed to be granted only if the wireless number was provided by the
21 consumer to the creditor, and that such number was provided during the transaction
22 that resulted in the debt owed.”⁵

23 _____
24 ¹ Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991),
25 codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of
26 1934, 47 U.S.C. § 201 *et seq.*

27 ² 47 U.S.C. § 227(b)(1)(A).

28 ³ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG
Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003).

⁴ *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of
1991 (“FCC Declaratory Ruling”)*, 23 F.C.C.R. 559, 23 FCC Rcd. 559, 43 Communications Reg.
(P&F) 877, 2008 WL 65485 (F.C.C.) (2008).

⁵ *FCC Declaratory Ruling*, 23 F.C.C.R. at 564-65 (¶ 10).

1 19. The Declaratory Ruling further dictates that: “a creditor on whose
2 behalf an autodialed or prerecorded message call is made to a wireless number
3 bears the responsibility for any violation of the Commission’s rules. Calls placed
4 by a third party collector on behalf of that creditor are treated as if the creditor itself
5 placed the call.”⁶

6 20. Under the TCPA and pursuant to the FCC’s January 2008 Declaratory
7 Ruling, the burden is on Defendant to demonstrate that Plaintiffs and Class
8 Members (as defined below) gave their prior express consent to a Voice or an
9 ATDS call to their cell phone within the meaning of the statute.⁷

10 **FACTUAL ALLEGATIONS**

11 21. At all times pertinent hereto, DIRECTV has carried on its business by
12 engaging third-party debt collectors, including but not limited to Credit
13 Management, LP and Diversified Consultants, Inc. (collectively, “DIRECTV Debt
14 Collectors”) who, acting on behalf of DIRECTV, have made telephone calls to the
15 cellular telephones of consumers for purposes of collecting debts allegedly owed by
16 them to DIRECTV. DIRECTV has controlled or had the right to control the
17 DIRECTV Debt Collectors, including through written contracts that require
18 DIRECTV Debt Collectors to collect debt on behalf of DIRECTV and by supplying
19 the DIRECTV Debt Collectors with the names and/or telephone numbers of
20 consumers to be called. DIRECTV has directly benefitted from such calls because,
21 among other reasons, DIRECTV Debt Collectors request that consumers pay such
22 debts directly to DIRECTV and DIRECTV has received payments pursuant to such
23 requests.

24 **I. Challenged Practice: DIRECTV Debt Collectors’ Calls To Cellular**
25 **Telephones Using A Voice And/Or An ATDS**

26 22. At all times pertinent hereto, the DIRECTV Debt Collectors, including
27 but not limited to Credit Management, LP (“CMI”) and Diversified Consultants,

28 ⁶ *Id.*

⁷ *See FCC Declaratory Ruling*, 23 F.C.C.R. at 565 (¶ 10).

1 Inc. (“DCI”), have utilized a Voice during debt collection calls made on behalf of
2 DIRECTV to the cellular telephones of consumers who had not, during the
3 transaction that resulted in the debt, previously given DIRECTV express consent to
4 receive such calls.

5 23. Calls utilizing a Voice allow DIRECTV to collect more debt.

6 24. At all times pertinent hereto, DIRECTV has been aware that its
7 DIRECTV Debt Collectors have utilized a Voice during debt collection calls made
8 on behalf of DIRECTV. For example, prior to March 26, 2012, The CMI Group,
9 Inc.’s public website (<http://thecmigroup.com>) stated that one of The CMI Group’s
10 “industry innovations” was “‘agentless’ recorded messages as reminders.”

11 25. At all times pertinent hereto, DIRECTV Debt Collectors have also
12 utilized a Voice, including a predictive dialer, to make debt collection calls on
13 behalf of Defendant DIRECTV to the cellular telephones of consumers who had
14 not, during the transaction that resulted in the debt, previously given DIRECTV
15 express consent to receive such calls.

16 26. A predictive dialer is an ATDS within the meaning of the TCPA,
17 because it is equipment that, when paired with certain computer software, has the
18 capacity to store or produce telephone numbers to be called and without human
19 intervention to dial such numbers at random, in sequential order, and/or from a
20 database of numbers.

21 27. DIRECTV has entered into written contracts with its DIRECTV Debt
22 Collectors to use predictive dialers. For example, the terms of the Collection
23 Services Agreement utilized by Credit Management, LP require that consumers be
24 contacted “via mail and predictive dialer in an effort to collect on past due
25 balances.” *See Lee v. Credit Mgmt., LP*, 2012 WL 113793, at *11 & n. 17 (S.D.
26 Tex. 2012).

27 28. Calls utilizing an ATDS allow DIRECTV to collect more debt.
28

1 29. At all times pertinent hereto, DIRECTV has been aware that its
2 DIRECTV Debt Collectors have utilized an ATDS because, *inter alia*, the use of an
3 ATDS is standard industry practice among third-party debt collectors and because
4 The CMI Group, Inc. detailed The CMI Group’s debt collection techniques on its
5 public website. For example, prior to March 26, 2012, The CMI Group, Inc.’s
6 public website (<http://thecmigroup.com>) stated (A) that The CMI Group’s
7 “predictive dialer enables us to reach more of our client’s customers while
8 maintaining a cost-effective approach” and (B) that The CMI Group’s “dialer ***
9 completes call campaigns more quickly *** conducts the most effective calling
10 strategies *** .”

11 30. On information and belief, within the past four years, DIRECTV Debt
12 Collectors have made thousands of Voice and/or ATDS calls on behalf of
13 DIRECTV to the cellular telephones of consumers who had not, during the
14 transaction that resulted in the debt, previously given DIRECTV prior express
15 consent to receive such calls.

16 **II. Plaintiff Jenny Brown**

17 31. Plaintiff Jenny Brown is a “person” as defined by 47 U.S.C.
18 § 153(39).

19 32. In 2011, Plaintiff Brown began receiving automated telephone calls
20 from CMI on her cellular telephone.

21 33. For example, Plaintiff Brown’s records show that she received calls
22 from Credit Management, LP on at least the following dates:

- 23 a. July 13, 2011;
 - 24 b. July 15, 2011;
 - 25 c. July 19, 2011 (two calls);
 - 26 d. July 21, 2011;
 - 27 e. September 28, 2011.
- 28

1 34. Defendant made other calls, too, of which Plaintiff Brown was unable
2 to make a record.

3 35. Plaintiff Brown has no relationship with defendant Credit
4 Management, LP.

5 36. Plaintiff Brown has no relationship with defendant DIRECTV. There
6 exists no contract between Plaintiff Brown and DIRECTV, for arbitration or
7 otherwise.

8 37. Credit Management, LP, acting on behalf of DIRECTV, utilized a
9 predictive dialer to make all of the calls described above.

10 38. Credit Management, LP, acting on behalf of DIRECTV, utilized a
11 Voice during at least some of the calls described above.

12 39. All of the calls described above were made by Credit Management,
13 LP, on behalf of DIRECTV, to Plaintiff Brown's cellular telephone solely to collect
14 a debt allegedly owed to DIRECTV.

15 **III. Plaintiff Carmen Montijo**

16 40. Plaintiff Carmen Montijo is a "person" as defined by 47 U.S.C.
17 § 153(39).

18 41. Plaintiff Montijo received automated telephone calls from DCI on her
19 cellular telephone.

20 42. For example, Defendant's records show that she received calls from
21 DCI on at least the following dates:

- 22 a. June 19, 2013 (two calls);
- 23 b. June 20, 2013;
- 24 c. June 25, 2013 (two calls);
- 25 d. June 28, 2013;
- 26 e. June 29, 2013;
- 27 f. July 1, 2013; and
- 28 g. July 5, 2013 (two calls).

1 43. Plaintiff Montijo has no relationship with DCI.

2 44. Plaintiff Montijo has no relationship with defendant DIRECTV. There
3 exists no contract between Plaintiff Montijo and DIRECTV, for arbitration or
4 otherwise.

5 45. DCI, acting on behalf of DIRECTV, utilized a predictive dialer to
6 make all of the calls described above.

7 46. DCI, acting on behalf of DIRECTV, utilized a Voice during at least
8 some of the calls described above.

9 47. All of the calls described above were made by DCI on behalf of
10 DIRECTV, to Plaintiff Montijo's cellular telephone solely to collect a debt
11 allegedly owed to DIRECTV.

12 **CLASS ACTION ALLEGATIONS**

13 48. Plaintiffs bring this action on behalf of themselves and on behalf of all
14 other persons similarly situated (the "Class").

15 49. Plaintiffs propose the following class definition for the Class, subject
16 to amendment as appropriate:

17 All persons residing within the United States who, within
18 four years prior to and after the filing of this action,
19 received a non-emergency telephone call(s) from
20 DIRECTV and/or its third-party debt collectors regarding
21 a debt allegedly owed to DIRECTV, to a cellular phone
through the use of an artificial or prerecorded voice, and
who has not been a DIRECTV customer at any time since
October 1, 2004..

22 Plaintiffs represent, and are members of, the Class. Excluded from the Class are
23 DIRECTV and any entities in which DIRECTV has a controlling interest,
24 DIRECTV's agents and employees, any Judge and Magistrate Judge to whom this
25 action is assigned and any member of such Judges' staffs and immediate families,
26 claims related to telemarketing calls, and claims for personal injury, wrongful death
27 and/or emotional distress.
28

1 50. Plaintiffs reasonably believe that Class members number at minimum
2 in the hundreds of thousands.

3 51. The identity of the Class members can be readily ascertained from the
4 records of Defendant.

5 52. Plaintiffs and all members of the Class have been harmed by the acts
6 of Defendant in that many of them were charged additional money for the cell
7 phone minutes taken up by Defendant's illegal calls, and all have had their privacy
8 invaded and been inconvenienced by such calls.

9 53. This Class Action Complaint seeks injunctive relief, declaratory relief,
10 and damages.

11 54. The joinder of all Class members is impracticable due to the size of
12 each class and the relatively modest value of each individual claim. The disposition
13 of the claims in a class action will provide substantial benefit to the parties and the
14 Court in avoiding a multiplicity of identical suits.

15 55. There are well-defined, nearly identical, questions of law and fact
16 affecting all parties. The questions of law and fact involving the class claims
17 predominate over questions which may affect individual Class members. Those
18 common questions of law and fact include, but are not limited to, the following:

- 19 a. Whether the non-emergency calls made to Plaintiffs' and Class
20 members' cellular telephones used a Voice and/or an ATDS;
- 21 b. Whether such calls were made by or on behalf of Defendant;
- 22 c. Whether the Defendant can meet its burden of showing it
23 obtained prior express consent (*i.e.*, consent that is clearly and unmistakably stated),
24 during the transaction that resulted in the debt owed, to make such calls;
- 25 d. Whether the Defendant's conduct was knowing and/or willful;
- 26 e. Whether the Defendant is liable for damages, and the amount of
27 such damages; and
28

1 f. Whether the Defendant should be enjoined from engaging in
2 such conduct in the future.

3 56. As persons who received numerous and repeated telephone calls using
4 an ATDS and/or a Voice, without their prior express consent within the meaning of
5 the TCPA, Plaintiffs assert claims that are typical of each Class member. Plaintiffs
6 will fairly and adequately represent and protect the interests of the Class, and have
7 no interests which are antagonistic to any member of the Class.

8 57. Plaintiffs have retained counsel experienced in handling class action
9 claims involving violations of federal and state consumer protection statutes,
10 including class action claims under the TCPA.

11 58. A class action is the superior method for the fair and efficient
12 adjudication of this controversy. Classwide relief is essential to compel Defendant
13 to comply with the TCPA and the Rules. The interest of Class members in
14 individually controlling the prosecution of separate claims against Defendant is
15 small because the statutory damages in an individual action for violation of the
16 TCPA and the Rules are relatively small. Management of these claims is likely to
17 present significantly fewer difficulties than are presented in many class claims
18 because the calls at issue are all automated and the Class members, by definition,
19 did not provide the prior express consent required under the statute to authorize
20 calls to their cellular telephones.

21 59. Defendant has acted on grounds generally applicable to the Class,
22 thereby making final injunctive relief and corresponding declaratory relief with
23 respect to the Class as a whole appropriate. Moreover, on information and belief,
24 Plaintiffs allege that the TCPA and the Rules violations complained of herein are
25 substantially likely to continue in the future if an injunction is not entered.

26
27
28

CAUSES OF ACTION

FIRST COUNT

KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227 ET SEQ., AND THE FCC RULES PROMULGATED THEREUNDER, 47 C.F.R. §64.1200

(On Behalf of Plaintiffs and All Class Members)

60. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if fully stated herein.

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

62. As a result of Defendant’s knowing and/or willful violations of 47 U.S.C. § 227 *et seq.* and 47 C.F.R. §64.1200, Plaintiffs and members of the Class are entitled to treble damages of up to \$1,500.00 for each and every call made in violation of the statute and Rules, pursuant to 47 U.S.C. § 227(b)(3)(C).

63. Plaintiffs and all Class members are also entitled to and do seek injunctive relief prohibiting such conduct violating the TCPA and Rules by Defendant in the future.

64. Plaintiffs and Class members are also entitled to an award of attorneys’ fees and costs on an equitable basis to be paid through a “common fund,” or similar theory.

SECOND COUNT

VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227 ET SEQ., AND THE FCC RULES PROMULGATED THEREUNDER, 47 C.F.R. §64.1200

(On Behalf of Plaintiffs and All Class Members)

65. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

1 Federal Rule of Civil Procedure 23, establishing the appropriate Class, as the Court
2 deems appropriate, finding that Plaintiffs are proper representatives of the Class,
3 and appointing the lawyers and law firms representing Plaintiffs as counsel for the
4 Class; and

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

6 Dated: May 7, 2021

By: /s/ Michael J. Boyle, Jr.
Michael J. Boyle, Jr.

8 MEYER WILSON CO., LPA
9 Matthew R. Wilson (SBN 290473)
mwilson@meyerwilson.com
10 Michael J. Boyle, Jr. (SBN 258560)
mboyle@meyerwilson.com
11 305 W. Nationwide Blvd
Columbus, OH 43215
12 Telephone: (614) 224-6000
Facsimile: (614) 224-6066

13 LIEFF CABRASER, HEIMANN &
14 BERNSTEIN, LLP
Jonathan D. Selbin (SBN 170222)
jselbin@lchb.com
15 Douglas I. Cuthbertson (admitted *pro hac*
16 *vice*)
dcuthbertson@lchb.com
17 Sean A. Petterson (admitted *pro hac vice*)
Spetterson@lchb.com
18 250 Hudson Street, 8th Floor
New York, NY 10013
19 Telephone: (212) 355-9500
Facsimile: (212) 355-9592

20 LIEFF CABRASER, HEIMANN &
21 BERNSTEIN, LLP
Daniel M. Hutchinson (SBN 239458)
dhutchinson@lchb.com
22 275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
23 Telephone: (415) 956-1000
24 Facsimile: (415) 956-1008

25 BURKE LAW OFFICES, LLC
Alexander H. Burke (admitted *pro hac*
26 *vice*)
ABurke@BurkeLawLLC.com
27 155 N. Michigan Ave. Suite 9020
Chicago, IL 60601
28 Telephone: (312) 729-5288
Facsimile: (312) 729-5289

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KING & SIEGEL LLP
Elliot Siegel (286798)
Elliot@kingsiegel.com
724 South Spring St. Suite 201
Los Angeles, CA 90014
Telephone: (213) 465-4802
Facsimile: (213) 465-4803

HEALEY LAW, LLC
Robert T. Healey (admitted *pro hac vice*)
bob@healeyllc.com
640 Cepi Drive, Suite A
Chesterfield, MO 63005
Telephone: (636) 536-5175
Facsimile: (636) 590-2882

Attorneys for Plaintiffs and the Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: May 7, 2021

By: /s/ Michael J. Boyle, Jr.
Michael J. Boyle, Jr.

MEYER WILSON CO., LPA
Matthew R. Wilson (SBN 290473)
mwilson@meyerwilson.com
Michael J. Boyle, Jr. (SBN 258560)
mboyle@meyerwilson.com
305 W. Nationwide Blvd
Columbus, OH 43215
Telephone: (614) 224-6000
Facsimile: (614) 224-6066

LIEFF CABRASER, HEIMANN &
BERNSTEIN, LLP
Jonathan D. Selbin (SBN 170222)
jselbin@lchb.com
Douglas I. Cuthbertson (admitted *pro hac vice*)
dcuthbertson@lchb.com
Sean A. Petterson (admitted *pro hac vice*)
Spetterson@lchb.com
250 Hudson Street, 8th Floor
New York, NY 10013
Telephone: (212) 355-9500
Facsimile: (212) 355-9592

LIEFF CABRASER, HEIMANN &
BERNSTEIN, LLP
Daniel M. Hutchinson (SBN 239458)
dhutchinson@lchb.com
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

BURKE LAW OFFICES, LLC
Alexander H. Burke (admitted *pro hac vice*)
ABurke@BurkeLawLLC.com
155 N. Michigan Ave. Suite 9020
Chicago, IL 60601
Telephone: (312)729-5288
Facsimile: (312) 729-5289

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KING & SIEGEL LLP
Elliot Siegel (286798)
Elliot@kingsiegel.com
724 South Spring St. Suite 201
Los Angeles, CA 90014
Telephone: (213) 465-4802
Facsimile: (213) 465-4803

HEALEY LAW, LLC
Robert T. Healey (admitted *pro hac vice*)
bob@healeyllc.com
640 Cepi Drive, Suite A
Chesterfield, MO 63005
Telephone: (636) 536-5175
Facsimile: (636) 590-2882

Attorneys for Plaintiffs and the Class