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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MARK W. DOBRONSKI,
an individual,

Plaintiff,

Case: 2:23-cv-12153
Assigned To : Grey, Jonathan J.C.
Referral Judge: Patti, Anthony P.
Assign. Date : 8/23/2023
Description: CMP DOBRONSKI V.
SAVING BANK MUTUAL LIFE INS ET AL (MC)

v.

**THE SAVINGS BANK MUTUAL
LIFE INSURANCE COMPANY OF
MASSACHUSETTS,**
a Massachusetts corporation,

HALOSURANCE, LLC,
a Florida limited liability company,

RHONDA LYNN BUNKLEY
a/k/a **RHONDA LYNN MARTIN,**
an individual,

JAMES KEVIN EAKES,
an individual,

ZUBAIDA D. IHMEID,
an individual,

DUNO FRANCIS JOSEPH,
an individual,

THOMAS EDISON SIMKINS,
an individual,

Defendants.

COMPLAINT

NOW COMES the Plaintiff, MARK W. DOBRONSKI, appearing *in propria persona*, and for his complaint against the Defendants alleges:

1. As the United States Supreme Court has declared:

“Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The Federal Government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019 alone. The States likewise field a constant barrage of complaints. For nearly 30 years, the people's representatives in Congress have been fighting back. As relevant here, the Telephone Consumer Protection Act of 1991, known as the TCPA, generally prohibits robocalls to cell phones and home phones.”

Barr v. American Association of Political Consultants, Inc., 140 S.Ct. 2335, 2343 (U.S., 2020).

2. This matter arises under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*, the Michigan Telephone Companies as Common Carriers Act (“MTCCCA”), M.C.L. § 484.101, *et seq.*, the Michigan Home Sales Solicitation Act (“MHSSA”), M.C.L. § 445.101, *et seq.*, and the Florida Telemarketing Sales Act (“FTSA”), Fla. Stat. § 509.059.

Parties

3. Plaintiff is an individual, of the age of majority, a citizen of the United States of America, has a domicile and place of business in Orange County, Florida,

has a residence and place of business in Washtenaw County, Michigan, and has a place of business in Wayne County, Michigan.

4. Defendant THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS (“SBLI”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal office located at 1 Linscott Road, Woburn, Massachusetts 01801, and having a resident agent for service of process located at 25800 Northwestern Highway, Suite 1000, Southfield, Michigan 48037-0222.

5. Defendant HALOSURANCE, LLC (“Halosurance”) is a limited liability company organized and existing under the laws of the State of Florida, with a principal office located at 6421 North Florida Avenue, # D-498, Tampa, Florida 33604-6007.

6. Defendant RHONDA LYNN BUNKLEY (“Bunkley”), also known as RHONDA LYNN MARTIN, is an individual, of the age of majority, mentally competent, is not in the military service, and resides at 4151 Commons Drive West, Apartment 5306, Destin, Florida 32541-6415.

7. Defendant JAMES KEVIN EAKES (“Eakes”), is an individual, of the age of majority, mentally competent, is not in the military service, and resides at 2631 Suncrest Village, Morgantown, West Virginia 26505-3842.

8. Defendant ZUBAIDA D. IHMEID (“Ihmeid”), is an individual, of the age of majority, mentally competent, is not in the military service, and resides at 15 Ruggles Court, Orland Park, Illinois 60467-1926.

9. Defendant DUNO FRANCIS JOSEPH (“Joseph”), is an individual, of the age of majority, mentally competent, is not in the military service, and resides at 10817 Lakeside Vista Drive, Riverview, Florida 33569-2912.

10. Defendant THOMAS EDISON SIMKINS (“Simkins”), is an individual, of the age of majority, mentally competent, is not in the military service, and resides at 112 East Front Street, Elliston, Montana 59728-7769.

Jurisdiction

11. This Court has jurisdiction over the subject matter of this complaint pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

12. This Court has limited personal jurisdiction over Defendants SBLI and Halosurance, pursuant to M.C.L. § 600.715, as a result of the defendants transacting any business within the state; and/or doing or causing any act to be done, or consequences to occur, in the state resulting in an action for tort; and/or contracting to insure any person, property, or risk located within this state at the time of contracting.

13. In addition, Defendant SBLI is licensed, pursuant to M.C.L. § 500.402, *et*

seq., by the Michigan Department of Insurance and Financial Services (“MDIFS”) to act as an insurer and to transact insurance in the state of Michigan, and upon information and belief, regularly does so.

14. This Court has limited personal jurisdiction over Defendants Bunkley, Eakes, Ihmeid, Joseph, and Simkins, pursuant to M.C.L. § 600.705, as a result of the defendant transacting any business within the state; and/or doing or causing any act to be done, or consequences to occur, in the state resulting in an action for tort; and/or contracting to insure any person, property, or risk located within this state at the time of contracting.

15. In addition, each of Defendants Bunkley, Eakes, Ihmeid, Joseph, and Simkins, are licensed pursuant to pursuant to M.C.L. § 500.1201a, *et seq.*, by the Michigan Department of Insurance and Financial Services (“MDIFS”) to act as insurance producers and to sell, solicit, or negotiate insurance in this state, and upon information and belief, regularly does so.

Venue

16. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b)(2), as the tortious or illegal telephone calls complained of herein were received by Plaintiff in this judicial district.

The Telephone Solicitation Laws

17. In response to widespread public outrage over intrusive telemarketing calls to homes and businesses, the United States Congress acted to prevent entities, like Defendant, from invading American citizen's privacy and to prevent abusive "robo-calls" by enacting the TCPA.

18. According to the Federal Communications Commission ("FCC"), "Unwanted calls and texts are the number one complaint to the FCC. There are thousands of complaints to the FCC every month on both telemarketing and robocalls."

19. Congress explicitly found that robo-calling is an invasion of privacy.

20. In regard to such telephone solicitations, Senator Hollings of South Carolina, the primary sponsor of the bill, explained, "computerized calls are the scourge of modern civilization. They wake us up in the morning; they interrupt our dinner at night; they force the sick and elderly out of bed; they hound us until we want to rip the telephone right out of the wall... these computerized telephone calls threaten our personal safety... These machines are out of control, and their use is growing by 30 percent every year. It is telephone terrorism, and it has got to stop...."

See In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, 17 FCC Rcd. 17459, 17474, fn. 90 (2002), quoting 137 Cong.

Rec. 30,821-30,822 (Nov. 7, 1991).

21. According to YouMail, Inc., a company which tracks robocall activity and publishes the YouMail Robocall Index, during calendar year 2021 alone, American consumers were bombarded with over 50.5 *billion* robocalls; an average of over 150 robocalls to each man, woman, and child. [Source: www.robocallindex.com].

22. In 2021, nearly 1 in 3 Americans say they have fallen victim to a phone scam in the past year, with reported losses to phone scams exceeding \$29.8 Billion. [Source: www.cndb.com/2021/06/29/americans-list-billions-of-dollars-to-phone-scams-over-the-past-year.html].

23. Congress has found that interstate telemarketing fraud has become a problem of such magnitude that the resources of the Government are not sufficient to ensure adequate consumer protection from such fraud.

24. As a result, in enacting the TCPA, Congress intentionally created a legally enforceable bounty system, not unlike *qui tam* statutes, to incentivize the assistance of aggrieved private citizens to act as “private attorneys general” in enforcing federal law.

25. The TCPA, at 47 U.S.C. § 227(b), promulgates in relevant part as follows:

“Restrictions on use of automated telephone equipment

(1) Prohibitions It shall be unlawful for any person within the United States, or any person outside the United States

if the recipient is within the United States—

(A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice— ...

(iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call, unless such call is made solely to collect a debt owed to or guaranteed by the United States;

(B) to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes, is made solely pursuant to the collection of a debt owed to or guaranteed by the United States, or is exempted by rule or order by the Commission under paragraph (2)(B)....”

26. Pursuant to authority delegated by Congress to the FCC under the TCPA at 47 U.S.C. § 227(b)(2), the FCC has adopted regulations to implement and carry out the TCPA.

27. The TCPA implementing regulations, at 47 C.F.R. § 64.1200, promulgate in relevant part:

“(a) No person or entity may:

(1) Except as provided in paragraph (a)(2) of this section, initiate any telephone call (other than a call made for emergency purposes or is made with the prior express

consent of the called party) using an automatic telephone dialing system or an artificial or prerecorded voice; ...

(iii) To any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call...

(2) Initiate, or cause to be initiated, any telephone call that includes or introduces an advertisement or constitutes telemarketing, using an automatic telephone dialing system or an artificial or prerecorded voice, to any of the lines or telephone numbers described in paragraphs (a)(1)(I) through (iii) of this section, other than a call made with the prior express written consent of the called party or the prior express consent of the called party when the call is made by or on behalf of a tax-exempt nonprofit organization, or a call that delivers a “health care” message made by, or on behalf of, a “covered entity” or its “business associate,” as those terms are defined in the HIPAA Privacy Rule, 45 CFR 160.103.

(3) Initiate any telephone call to any residential line using an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party, unless the call;

(I) Is made for emergency purposes;

(ii) Is not made for a commercial purpose;

(iii) Is made for a commercial purpose but does not include or introduce an advertisement or constitute telemarketing;

(iv) Is made by or on behalf of a tax-exempt nonprofit organization; or

(v) Delivers a “health care” message made by, or on behalf

of, a “covered entity” or its “business associate,” as those terms are defined in the HIPAA Privacy Rule, 45 CFR 160.103...”

28. The TCPA implementing regulations at, 47 C.F.R. § 64.1601(e), additionally promulgate in relevant part:

“Any person or entity that engages in telemarketing, as defined in section 64.1200(f)(10) **must** transmit caller identification information.

(1) For purposes of this paragraph, **caller identification information must include either CPN or ANI, and, when available by the telemarketer's carrier, the name of the telemarketer.** It shall not be a violation of this paragraph to substitute (for the name and phone number used in, or billed for, making the call) the name of the seller on behalf of which the telemarketing call is placed and the seller's customer service telephone number. **The telephone number so provided must permit any individual to make a do-not-call request during regular business hours.**

(2) Any person or entity that engages in telemarketing is prohibited from blocking the transmission of caller identification information.” [Emphasis added.]

29. The TCPA, at 47 U.S.C. § 227(b)(3), provides for a private right of action, as follows:

“PRIVATE RIGHT OF ACTION. A **person or entity** may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State –

(A) an action based on a violation of this **subsection or the regulations prescribed under this subsection** to enjoin

such violation,

(B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages **for each such violation**, whichever is greater, or

© both such actions.

If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.” [Emphasis added.]

30. Pursuant to Congressional mandate set forth in the Do Not Call Implementation Act of 2003 (“DNCIA”), codified in the TCPA at 47 U.S.C. § 227(c)(1), the FCC adopted regulations “to protect residential telephone subscribers’ privacy rights to avoid receiving telephone solicitations to which they object.”

31. 47 C.F.R. § 64.1200© promulgates in relevant part:

“No person or entity shall initiate any telephone solicitation to: ...

“(2) A residential telephone subscriber who has registered his or her telephone number on the national do-not-call registry of persons who do not wish to receive telephone solicitations that is maintained by the Federal Government....”

32. 47 C.F.R. 64.1200(d) promulgates in relevant part:

“No person or entity shall initiate any artificial or prerecorded-voice telephone call pursuant to an exemption

under paragraphs (a)(3)(ii) through (v) of this section or any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive such calls made by or on behalf of that person or entity. The procedures instituted must meet the following minimum standards:

(1) Written policy. Persons or entities making artificial or prerecorded-voice telephone calls pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or calls for telemarketing purposes must have a written policy, available upon demand, for maintaining a do-not-call list.

(2) Training of personnel. Personnel engaged in making artificial or prerecorded-voice telephone calls pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or who are engaged in any aspect of telemarketing must be informed and trained in the existence and use of the do-not-call list.

(3) Recording, disclosure of do-not-call requests. If a person or entity making an artificial or prerecorded-voice telephone call pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or any call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name, if provided, and telephone number on the do-not-call list at the time the request is made. Persons or entities making such calls (or on whose behalf such calls are made) must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made. This period may not exceed 30 days from the date of such request. If such requests are recorded or maintained by a party other than the person or entity on whose behalf

the call is made, the person or entity on whose behalf the call is made will be liable for any failures to honor the do-not-call request. A person or entity making an artificial or prerecorded-voice telephone call pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or any call for telemarketing purposes must obtain a consumer's prior express permission to share or forward the consumer's request not to be called to a party other than the person or entity on whose behalf a call is made or an affiliated entity.

(4) Identification of callers and telemarketers. A person or entity making an artificial or prerecorded-voice telephone call pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or any call for telemarketing purposes must provide the called party with the name of the individual caller, the name of the person or entity on whose behalf the call is being made, and a telephone number or address at which the person or entity may be contacted. The telephone number provided may not be a 900 number or any other number for which charges exceed local or long distance transmission charges.

(5) Affiliated persons or entities. In the absence of a specific request by the subscriber to the contrary, a residential subscriber's do-not-call request shall apply to the particular entity making the call (or on whose behalf a call is made), and will not apply to affiliated entities unless the consumer reasonably would expect them to be included given the identification of the caller and (for telemarketing calls) the product being advertised.

(6) Maintenance of do-not-call lists. A person or entity making artificial or prerecorded-voice telephone calls pursuant to an exemption under paragraphs (a)(3)(ii) through (v) of this section or any call for telemarketing purposes must maintain a record of a consumer's request not to receive further calls. A do-not-call request must be

honored for 5 years from the time the request is made.”

33. Additionally, as to the regulations adopted pursuant to the DNCIA, the TCPA, at 47 U.S.C. § 227(c)(5), provides for a private right of action, as follows:

“Private right of action. A person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in **violation of the regulations prescribed under this subsection** may, if otherwise permitted by the laws or rules of court of a State bring in an appropriate court of that State—

(A) an action based on a violation of the regulations prescribed under this subsection to enjoin such violation,

(B) an action to recover for actual monetary loss from such a violation, or to receive up to \$500 in damages **for each such violation**, whichever is greater, or

© both such actions.

It shall be an affirmative defense in any action brought under this paragraph that the defendant has established and implemented, with due care, reasonable practices and procedures to effectively prevent telephone solicitations in violation of the regulations prescribed under this subsection. If the court finds that the defendant willfully or knowingly violated the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.”

34. The proscriptions set forth in the DNCIA regulations also are applicable to cellular or wireless telephone numbers, as set forth at 47 C.F.R. § 64.1200(e),

which states:

“The rules set forth in paragraph © and (d) in this section are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers....”

35. The FCC has declared that telephone subscribers who have listed their wireless telephone number on the national do-not-call list are deemed to be “residential subscribers”. *See In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 18 FCC Rcd. 14014, 14039, ¶ 36 (2003).

36. The Michigan Legislature also has promulgated laws protecting consumers in Michigan from telephone solicitations. The MTCCCA, at M.C.L. § 484.125(2), promulgates:

“A caller shall not use a telephone line to contact a subscriber at the subscriber's residence, business, or toll-free telephone number to do either of the following:

(a) Deliver a recorded message for the purpose of presenting commercial advertising to the subscriber, unless either of the following occurs:

(I) The subscriber has knowingly and voluntarily requested, consented, permitted, or authorized the contact from the caller.

(ii) The subscriber has knowingly and voluntarily provided his or her telephone number to the caller.

(b) Deliver or attempt to deliver intrastate commercial advertising if the caller activates a feature to block the display of caller identification information that would otherwise be available to the subscriber.”

37. The MTCCCA, at M.C.L. § 484.125(5), provides a private right of action, as follows:

“A subscriber contacted by a caller in violation of this section may bring an action to recover damages of \$1,000.00, together with reasonable attorneys' fees.”

38. Michigan has such a disdain for telemarketers that violators of the MTCCCA may be subject to criminal prosecution. A caller who violates the MTCCCA is guilty of a misdemeanor, punishable by a fine of \$1,000.00 or imprisonment for 10 days, or both. M.C.L. § 484.125(9).

39. Additionally, the Michigan Legislature has enacted the MHSSA, which promulgates at M.C.L. § 445.111a, as follows:

“(1) A home solicitation sale shall not be made by telephonic solicitation using in whole or in part a recorded message. A person shall not make a telephone solicitation that consists in whole or in part of a recorded message...

(5) Notwithstanding any other provision of this section, if an agency of the federal government establishes a federal do-not-call list, within 120 days after the establishment of the federal do-not-call list, the commission shall designate the federal list as the state do-not-call list. The federal list shall remain the state do-not-call list as long as the federal list is maintained. A telephone solicitor shall not make a telephone solicitation to a residential telephone subscriber

whose name and residential telephone number is on the then-current version of the federal list.”

40. The MHSSA goes on further to promulgate, at M.C.L. § 445.111b, as

follows:

“(1) At the beginning of a telephone solicitation, a person making a telephone solicitation to a residential telephone subscriber shall state his or her name and the full name of the organization or other person on whose behalf the call was initiated and provide a telephone number of the organization or other person on request. A natural person must be available to answer the telephone number at any time when telephone solicitations are being made.

(2) The person answering the telephone number required under subsection (1) shall provide a residential telephone subscriber calling the telephone number with information describing the organization or other person on whose behalf the telephone solicitation was made to the residential telephone subscriber and describing the telephone solicitation.

(3) A telephone solicitor shall not intentionally block or otherwise interfere with the caller ID function on the telephone of a residential telephone subscriber to whom a telephone solicitation is made so that the telephone number of the caller is not displayed on the telephone of the residential telephone subscriber.”

41. The MHSSA, at M.C.L. § 445.111c(3), provides a private right of action,

as follows:

“A person who suffers loss as a result of violation of this section may bring an action to recover actual damages or \$250.00, whichever is greater, together with reasonable

attorney fees. This subsection does not prevent the consumer from asserting his or her rights under this act if the telephone solicitation results in a home solicitation sale, or asserting any other rights or claims the consumer may have under applicable state or federal law.”

42. Like the MTCCCA, the MHSSA also imposes criminal penalties upon violators. A person who knowingly or intentionally violates the MHSSA is guilty of a misdemeanor punishable by imprisonment for not more than 6 months or a fine of not more than \$500.00, or both. M.C.L. § 445.111c(2).

43. Not to be outdone by Michigan, the Florida Legislature also has promulgated laws restricting telephone solicitations. The FTSA, at Fla. Stat. § 501.059, promulgates in relevant part as follows:

“... (2) Any telephone solicitor who makes an unsolicited telephonic sales call to a residential, mobile, or telephonic paging device telephone number shall identify himself or herself by his or her true first and last names and the business on whose behalf he or she is soliciting immediately upon making contact by telephone with the person who is the object of the telephone solicitation...

(8)(a) A person may not make or knowingly allow a telephonic sales call to be made if such call involves an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called without the prior express written consent of the called party.

(b) It shall be unlawful for any person who makes a telephonic sales call or causes a telephonic sales call to be made to fail to transmit or cause not to be transmitted the

originating telephone number and, when made available by the telephone solicitor's carrier, the name of the telephone solicitor to any caller identification service in use by a recipient of a telephonic sales call. However, it is not a violation to substitute, for the name and telephone number used in or billed for making the call, the name of the seller on behalf of which a telephonic sales call is placed and the seller's customer service telephone number, which is answered during regular business hours. If a telephone number is made available through a caller identification service as a result of a telephonic sales call, the solicitor must ensure that telephone number is capable of receiving telephone calls and must connect the original call recipient, upon calling such number, to the telephone solicitor or to the seller on behalf of which a telephonic sales call was placed. For purposes of this section, the term "caller identification service" means a service that allows a telephone subscriber to have the telephone number and, where available, the name of the calling party transmitted contemporaneously with the telephone call and displayed on a device in or connected to the subscriber's telephone...

(10)(a) A called party who is aggrieved by a violation of this section may bring an action to:

1. Enjoin such violation.
2. Recover actual damages or \$500, whichever is greater.

(b) If the court finds that the defendant willfully or knowingly violated this section or rules adopted pursuant to this section, the court may, in its discretion, increase the amount of the award to an amount equal to not more than three times the amount available under paragraph (a)...."

General Allegations

44. Plaintiff's residential and cellular telephone lines have been besieged with

telemarketing calls hawking such things as alarm systems, Google listings, automobile warranties, health insurance, life insurance, credit cards, and even financial miracles from God. Some calls are blatant scams, including calls purportedly from the Social Security Administration, the U.S. Drug Enforcement Administration, and other government agencies, claiming that arrest warrants have been issued against Plaintiff for alleged drug trafficking and money laundering activities, and even calls informing Plaintiff that he has won \$2.5 million dollars and a brand new luxury automobile in the Mega Millions Sweepstakes; Plaintiff need only pay a small “insurance fee” by way of gift cards in order to receive his prize winnings delivered to his door step.

45. Plaintiff’s residential telephones number are 407-***-0222 and 734-***-1212.

46. Plaintiff’s residential telephone number 734-***-1212 is listed on the National Do Not Call Registry maintained by the United States Federal Trade Commission pursuant to 16 C.F.R. Part 310 and have been so listed continuously since at least June 29, 2003 and at all times subsequent thereto.

47. Plaintiff’s residential telephone number 407-***-0222 is listed on the National Do Not Call Registry maintained by the United States Federal Trade Commission pursuant to 16 C.F.R. Part 310 and have been so listed continuously

since at least August 24, 2022 and at all times subsequent thereto.

48. Plaintiff has residences in Michigan and Florida. Plaintiff's residential telephone lines are arranged such that calls follow Plaintiff to the residence he is staying at.

49. Plaintiff's cellular telephone number is 734-***-9671.

50. Plaintiff's cellular telephone number 734-***-9671 is listed on the National Do Not Call Registry maintained by the United States Federal Trade Commission pursuant to 16 C.F.R. Part 310 and have been so listed continuously since at least December 9, 2004 and at all times subsequent thereto.

51. Plaintiff uses his cellular telephone primarily for personal, family, and household communications.

52. By listing his residential and cellular telephone numbers on the National Do Not Call Registry, Plaintiff has given constructive notice to the world, including each and every one of the Defendants, that Plaintiff does not wish to receive telephone solicitations or robocalls at his residential or cellular telephone numbers.

53. Courts are legally bound to give great deference to the FCC's interpretations of the TCPA and its own regulations.

54. The FCC has issued a declaratory ruling defining "called party" as "the subscriber, i.e., the consumer assigned the telephone number dialed and billed for the

call, or the non-subscriber customary user of a telephone number included in a family or business calling plan.” *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, CG Docket No. 02–278, WC Docket No. 07–135, FCC 15–72, 2015 WL 4387780, at *26 ¶ 73 (FCC July 10, 2015) [Emphasis added].

55. Plaintiff is the subscriber and a customary user of the called telephone lines, is the one that was the actual recipient of the telephone calls at issue in this complaint, and suffered the nuisance and invasion of privacy of same. Thus, Plaintiff has standing to bring this action for alleged violations of TCPA’s robocall provisions.

56. At no time relevant hereto has Plaintiff or any other authorized person requested, consented, permitted, or authorized the contact from the Defendants.

57. At no time has Plaintiff provided permission to the Defendants to engage in telephone solicitation with the Plaintiff via telephone.

58. At no time has Plaintiff provided “prior express consent” or “prior express written consent” (as those terms are defined under the TCPA and as interpreted by the FCC) to Defendants or anyone acting on behalf of the Defendants to initiate any telephone call that includes or introduces an advertisement or constitutes telemarketing, using an automatic telephone dialing system or an artificial or prerecorded voice, to Plaintiff’s residential or cellular telephone numbers.

59. At no time has Plaintiff had an “established business relationship” (as that

term is defined under the TCPA and as interpreted by the FCC) with any of the Defendants.

60. The FCC has declared that purporting to receive consent during a call does not constitute the *prior* consent necessary to deliver the message in the first place, as the request is part of the telemarketing. *In re Rules and Regulations Implementing the TCPA*, 18 FCC Rcd. 14014, 14019, 2003 WL 21517853, at *49, ¶ 142 (June 26, 2003).

61. For each and every call alleged herein initiated to Plaintiff's telephone line, Plaintiff suffered the injury of invasion of privacy and intrusion on Plaintiff's right of seclusion.

62. For each and every call alleged herein initiated to Plaintiff's telephone line, Plaintiff suffered the injury of the occupation of the telephone line by unwelcome calls, making the phone unavailable for legitimate callers or outgoing calls, including emergency calls, when the telephone line was seized by Defendants' calls.

63. For each and every call alleged herein initiated to Plaintiff's telephone line, Defendants caused an injury in the form of a nuisance and annoyance to the Plaintiff. For calls that were answered, Plaintiff had to go to the unnecessary trouble of answering them. Even for unanswered calls, Plaintiff had to deal with missed call notifications and call logs that reflected the unwanted calls. This also impaired the

usefulness of these features on Plaintiff's telephone, which features are designed to inform the user of important missed communications.

64. For each and every call placed without consent by Defendants alleged herein to Plaintiff's telephone lines resulted in the injury of a trespass to Plaintiff's chattel, namely Plaintiff's telephone line and its telephone services.

65. For purposes of the TCPA, the FCC has defined "willfully or knowingly" to mean that the violator knew that he was doing the act in question, in this case, initiating a telephone solicitation, irrespective of any intent to violate the law. A violator need not know that his action or inaction constitutes a violation; ignorance of the law is not a defense or mitigating circumstance.

Vicarious Liability

66. Pursuant to 47 U.S.C. § 217, the act, omission, or failure of any officer, agent, or other person acting for or employed by a common carrier or user, acting within the scope of his employment, shall in every case also be deemed to be the act, omission, or failure of such carrier or user as well as that of the person.

67. The FCC has clarified that sellers may be held vicariously liable for violations of the TCPA by third-party telemarketers that initiate calls to market the seller's products or services, declaring as follows:

“[A] company on whose behalf a telephone solicitation is made bears the responsibility for any violation of our

telemarketing rules and calls placed by a third party on behalf of that company are treated as if the company itself placed the call.”

In re Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, Declaratory Ruling, 20 FCC Rcd 13664, 13667, ¶ 7 (2005).

68. When considering individual corporate officer liability, other Courts have agreed that a corporate officer involved in the telemarketing at issue may be personally liable under the TCPA. *See, e.g., Jackson Five Star Catering, Inc. v. Beason*, No. 10-10010, 2013 U.S. Dist. LEXIS 155985, *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors can be individually liable for violating the TCPA where they had direct, personal participating in or personally authorized the conduct found to have violated the statute.”) (internal citation omitted); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415-16 (D.MD. 2011) (“If an individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose much of its force.”).

69. It is well settled under Michigan law that corporate employees and officials are personally liable for all tortious and criminal acts in which they participate, regardless of whether they are acting on their own behalf or on behalf of a corporation. A corporate officer or director is, in general, personally liable for all torts which he authorizes or directs or in which he participates, notwithstanding that

he acted as an agent for the corporation and not on his own behalf.

70. Whenever two or more persons commit tortious acts in concert, each become subject to liability for the acts of the others, as well as for his own acts. In either case, the defendant's embrace of the actor's purpose or design—whether by agreement or by action—renders the defendant liable for the underlying tort.

The Scheme

71. Defendant SBLI is an insurance company which engages third-party insurance brokers and insurance producers to market SBLI insurance products to consumers.

72. Defendant Halosurance is an insurance brokerage firm which signs up independent insurance producers as agents to market SBLI insurance products to consumers, and sells its insurance producers “live transfer” consumer leads to facilitate their marketing activities.

73. Defendant Joseph is the sole manager, and holds out himself to be the owner, of Defendant Halosurance, personally conceived, designed and directed the telemarketing activities of Halosurance which Halosurance’s “downline” agents must utilize, and derives a percentage of the agent split from his “downline” agents paid by the issuing insurance carrier (in this case, SBLI).

74. Defendants Bunkley, Eakes, Ihmeid, Joseph, and Simkins are insurance

producers who work as independent agents for Halosurance, and receive “live transfer” consumer leads supplied by Halosurance, to market SBLI insurance products.

75. SBLI provides Bunkley, Eakes, Ihmeid, Joseph, and Simkins with access to the insurance company’s computer systems in order for the insurance agents to be able to quote SBLI insurance products and pricing to consumer prospects, and to enter insurance application information.

76. Halosurance provides its affiliated insurance agents with access to a computer platform to purchase and receive live transfer telephone calls of pre-qualified consumers in need of insurance, and to provide telephone scripts to assist the insurance agent during telephone solicitations.

77. In its business model, Halosurance utilizes automatic telephone dialing systems, which can initiate telephone calls to consumers *en masse*, which automatic systems have the capacity to store or produce telephone numbers to be called using a random or sequential number generator and can dial thousands of such telephone numbers each hour; when a consumer has answered the line a live telemarketer will be connected to the call to seek basic pre-qualifying information from the called consumer, and then transfers called parties meeting the qualification criteria to a licensed insurance agent. Calls which fail to meet the pre-qualification criteria are

simply dumped.

78. The licensed insurance agent will then attempt to sell an insurance policy to the called consumer, and enter the application directly into the insurance company's (in this case, SBLI) computer system.

79. Because the Defendants and the Defendants' agents all know that they are violating the TCPA and similar state consumer protection laws, the Defendants and Defendant's agents utilize various deceptive practices to conceal their identities, including manipulation of caller identification number information and providing false business names when initiating calls.

80. Typically, the consumer only learns any true identity of any person participating in the concert of action is when the consumer has been quoted and has agreed to purchase an insurance policy, and then the identity that is learned is that of the insurance company.

81. The insurance company, when confronted, will then feign that it had no knowledge of the illegal conduct engaged by its licensed insurance agents, and will focus on the fact that the insurance company never participates in the telephone conversations.

82. Because the Defendants use deceptive tactics in order to conceal their identities, Plaintiff must engage in various investigative techniques to attempt to

identify the various persons and entities involved. One such investigative technique which Plaintiff utilizes is called a “canary trap”, wherein Plaintiff provides different, controlled unique versions of information (such as names and email addresses) to different callers and seeing when and where the information may reappear again. Like fingerprints at a crime scene, “canary trap” information helps identify participants that are involved in the unlawful telemarketing schemes.

83. In the case of SBLI, SBLI is well aware that many of its insurance salespersons sell SBLI insurance products by utilizing unlawful telephone solicitation practices, as consumers have complained to SBLI regarding such TCPA-violative conduct. But, SBLI engages in willful blindness to the conduct of its insurance sales agents because of the enormous revenues the insurance policy sales brings to SBLI. Further, SBLI will mislead complaining consumers by telling the consumers that the unlawful telephone solicitations which they have received are not being initiated by SBLI but instead are being initiated by an unrelated company with a similar name.

84. The identity of the third-party call center(s) utilized by Defendant Halosurance is presently unknown to Plaintiff, but is/are well known to Defendants Halosurance, Bunkley, Eakes, Ihmeid, Joseph, and Simkins. As discovery progresses in this case and Plaintiff is able to learn the identity or identities of the third-party call centers(s) that Defendants have utilized to initiate the telephone solicitations, Plaintiff

will seek to amend this complaint to add the third-party telemarketer(s) as additional named defendant(s).

85. Also as discovery progresses in this case, Plaintiff anticipates learning of additional telephone solicitation calls for which Defendants or Defendants' third-party agents are responsible, at which time Plaintiff will seek to amend this complaint to supplement the damages claims.

Call 1

86. On November 30, 2022, at approximately 5:41 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's cellular telephone number 734-***-9671.

87. The caller identification number displayed was 512-333-6950, with no caller identification name information.

88. Upon answering the telephone call by saying "hello", Plaintiff heard a clicking sound followed by approximately 4 seconds of silence then heard a male individual ask "Is this Michael Overton?".

89. Michael Overton was a "canary trap" name which Plaintiff had previously given during an unrelated telephone solicitation on August 13, 2022 during which the calling party sold Plaintiff (under the *faux* name of Michael Overton) a life insurance policy issued by United of Omaha Life Insurance Company ("United"). Through the

course of discovery in this case, Plaintiff anticipates being able to unmask how the “canary trap” name of Michael Overton managed to travel from one insurance carrier (United) to a competing insurance carrier (SBLI).

90. The calling individual identified himself as Nigel James, a “senior health insurance coordinator”, and further stated that he previously spoke with Plaintiff regarding a \$15,000 life insurance policy to be issued by Aetna, but was vague and could provide no specifics as to when Plaintiff allegedly spoke with James.

91. James then confirmed information he had on Michael Overton, including a false Social Security number, date of birth, address, and physical description, all of which was identical to information Plaintiff had provided to another individual on August 13, 2022.

92. James then lived transferred the call to his “associate” who identified himself as Tom Simkins.

93. Simkins then attempted to sell Plaintiff a \$10,000 life insurance policy issued by SBLI.

94. During the course of the conversation, Plaintiff received an email from SBLI at the controlled email address which Plaintiff had provided to Simkins which included an SBLI application form pre-filled with the controlled information which Plaintiff had provided to Simkins.

95. During the course of the conversation with Simkins, Plaintiff inquired about the individual who identified himself as Nigel James. Simkins stated that James is hired by his company to find consumers and transfer those consumers to Simkins.

96. Plaintiff confronted Simkins regarding the fact that Plaintiff's telephone number is listed on the National Do Not Call Registry and that Plaintiff should not have received the telephone solicitation call in the first place.

Call 2

97. On May 9, 2023, at approximately 11:53 A.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's residential telephone number 407-***-0222.

98. The caller identification number displayed was 407-770-0933, with no caller identification name information.

99. Upon answering the call by saying "hello", Plaintiff heard a "boink" sound, followed by approximately 5 seconds of silence and then heard a female identify herself as "Anna with Senior Benefits."

100. Anna then began asking pre-qualification questions of Plaintiff, including age and zip code.

100. The call was then licensed transferred to "Brian... a supervisor" who

asked additional prequalifying questions. Plaintiff provided “canary trap” information, including a false name of Michael Douglas.

101. The call was then transferred to “Steve Adams... in the Final Expense Department” who then attempted to sell a \$20,000 final expense policy, with a monthly premium of \$122.00, issued by SBLI, to Plaintiff.

102. Subsequent investigation revealed that the caller identification number displayed (407-770-0933) was a non-working telephone number.

Call 3

103. On May 9, 2023, at approximately 12:18 P.M., Defendants or Defendants’ agent initiated a telephone call to Plaintiff’s residential telephone number 407-***-0222.

104. The caller identification number displayed was 407-777-0302, with no caller identification name information.

105. Upon answering the call by saying “hello”, Plaintiff heard a click sound followed by approximately 4 seconds of silence and then heard the same “Steve Adams” from Call 2 come on the line and state that he was transferring the call to his “account (*sic*) department.”

106. Plaintiff was then connected to an individual who identified himself as Phillip Brown in the accounting department at SBLI.

107. Brown sought Plaintiff's credit card number for payment of the SBLI life insurance policy.

108. Subsequent investigation revealed that the caller identification number displayed (407-777-0302) was a non-working telephone number.

Call 4

109. On May 16, 2023, at approximately 1:10 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's cellular telephone number 734-***-9671.

110. The caller identification number displayed was 734-330-2985, with no caller identification name information.

111. Upon answering the call, Plaintiff heard a prerecorded voice state "Hi, this is Amy with American Senior Citizens Car. How are you doing today"?

112. The call was then transferred to a male individual who stated that he was in the "verification department" who asked some pre-qualifying questions of Plaintiff.

113. The call was then transferred to an individual who identified himself as "Steve Adams in the Final Expense Department" and sounded to be the same "Steve Adams" identified in Call 2 and Call 3, *supra*.

114. Adams stated that he knew that Plaintiff's telephone number was listed on the National Do-Not-Call Registry.

115. Adams continued to ask pre-qualifying questions of Plaintiff. Plaintiff provided a false name of Andrew Jackman.

116. Adams then attempted to sell Plaintiff a \$20,000 life insurance policy issued by SBLI with a monthly premium of \$130.00.

117. The call was then transferred to an individual who identified himself as Justin Meyers who sought Plaintiff's banking information.

118. Subsequent investigation revealed that the caller identification number displayed (734-330-2985) was a non-working telephone number.

Call 5

119. On May 25, 2023, at approximately 5:25 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's cellular telephone number 734-***-9671.

120. The caller identification number displayed was 734-556-8166, with no caller identification name information.

121. Upon answering the call by saying "hello", Plaintiff heard a "boink" sound followed by 5 seconds of silence and then heard a live telemarketer come onto the line and identify himself as "Mike with Senior Benefits."

122. Mike then asked pre-qualifying information of Plaintiff, to which Plaintiff provided a false name of Thomas Troy, and proceeded to sell Plaintiff a \$25,000 life

insurance policy with SBLI with a monthly premium of \$151.84.

123. The call was then transferred to a telemarketer who identified himself as Ali Crrosco, a licensed agent, who confirmed the information supplied to Mike and stated that a policy would be mailed to Plaintiff.

124. Subsequent investigation revealed that the caller identification number displayed (734-556-8166) was a non-working telephone number.

Call 6

125. On May 27, 2023, at approximately 11:54 A.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's residential telephone number 407-***-0222.

126. The caller identification number displayed was 407-553-8912, and the caller identification name information displayed was V527155511000010.

127. Upon answering the telephone line by saying "hello", Plaintiff heard a "boink" sound followed by approximately 6 seconds of silence, then heard a prerecorded voice state: "Hello, this is Jacks from Final Care. How are you doing today?".

128. Plaintiff then heard another "boink" sound and then a live telemarketer who identified herself as "Emma with Senior Benefits" came on the law and asked pre-qualifying questions. Plaintiff provided a false name of David Parker.

129. Emma asked some pre-qualifying questions and then transferred the call to an individual who identified himself as “Daniel Brown with U.S. Funeral Expenses”.

130. Brown sounded to be the same person who identified himself as Ali Crrosco during Call 5, *supra*.

131. Brown then attempted to sell Plaintiff a \$20,000 life insurance policy with SBLI with a monthly premium of \$122.30.

132. During the call, Brown stated that Plaintiff’s telephone number is listed on the National Do Not Call Registry.

133. The call was then transferred to an individual who identified himself as Richard McAdams in the Verification Department.

134. McAdams stated that he would call back in 15 minutes with the policy number. No such return call was received.

135. Subsequent investigation revealed that the caller identification number displayed (407-553-8912) was a non-working telephone number.

Call 7

136. On May 27, 2023, at approximately 12:38 P.M., Defendants or Defendants’ agent initiated a telephone call to Plaintiff’s residential telephone number 407-***-0222.

137. The caller identification number displayed was 407-708-1881, and the caller identification name information displayed was V527163812000010.

138. Plaintiff answered the call and was immediately hung up upon.

139. Subsequent investigation revealed that the caller identification number displayed (407-708-1881) was a non-working telephone number.

140. Given the timing of this call and the similar cryptic caller identification name information displayed as used in Calls 6, 8, 9 and 10, it is reasonable to conclude that this call was initiated by the same calling party.

Call 8

141. On May 27, 2023, at approximately 12:39 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's residential telephone number 407-***-0222.

142. The caller identification number displayed was 407-550-8892, and the caller identification name information displayed was V527163923000010.

143. Upon Plaintiff answering the call by saying "hello", Plaintiff noted a "boink" sound followed by approximately 4 seconds of silence, at which time a male voice asked to speak with David Parker, and the call immediately terminated.

144. The male caller sounded to be the individual who identified himself as Ali Crssco during Call 5, and as David Brown during Call 6.

145. Subsequent investigation revealed that the caller identification number displayed (407-550-8892) was a non-working telephone number.

Call 9

146. On May 27, 2023, at approximately 12:40 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's residential telephone number 407-***-0222.

147. The caller identification number displayed was 407-246-8995, and the caller identification name information displayed was V527164007000010.

148. Upon Plaintiff answering the call by saying "hello", Plaintiff heard a clicking sound followed by approximately 4 seconds of silence followed by a male voice asking to speak with David.

149. Although the male voice did not identify himself, the male voice was the same male voice who identified himself as Daniel Brown during Call 5, and as Ali Crssco during Call 6.

150. The male caller informed Plaintiff that there was a problem with the policy being issued because Plaintiff's telephone number is on the National Do Not Call Registry. The caller requested Plaintiff to supply another telephone number that was not on the National Do Not Call Registry. Plaintiff provided the caller with a telephone number which is not listed on the National Do Not Call Registry.

151. Subsequent investigation revealed that the caller identification number displayed (407-708-1881) was a non-working telephone number.

152. On June 5, 2023, at approximately 11:35 A.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's cellular telephone number 734-***-9671.

153. The caller identification number displayed was 734-330-2449, with no caller identification name information displayed.

154. Upon Plaintiff answering the call by saying "hello", Plaintiff heard a clocking sound followed by approximately 4 seconds of silence followed by a female voice identifying herself as "Bella with Senior Benefits."

155. Bella then began to ask pre-qualifying questions of Plaintiff, during which Plaintiff provided the *faux* name of Michael Keegan.

156. Bella stated that she was transferring the call to her "best licensed agent" and was then transferred to another male who identified himself as "Sam with the Verification Department."

157. Sam repeated some of the pre-qualification questions asked by Bella, then announced he was transferring the call to "a state licensed agent."

158. The call was then transferred to a male individual who identified himself as David Parker, and who then quoted Plaintiff a \$20,000 SBLI life insurance policy

having a \$122.30 monthly premium.

159. The call was then transferred once again, this time to a female who identified herself only as “Rhonda.” Rhonda then continued to market a \$20,000 SBLI life insurance product to Plaintiff.

160. Although not given at the beginning of the call, Plaintiff was able to get Rhonda to disclose that her true name was Rhonda Bunkley.

161. Plaintiff inquired of Bunkley as to the callers that had participated in the call prior to her, to which she responded that “they do the pre-screening to make it more efficient for us.”

162. Bunkley stated that Plaintiff would be receiving an email at the controlled email address which Plaintiff had supplied during the call.

163. Plaintiff received an email from SBLI addressed to Michael Keegan at the controlled email address which Plaintiff had provided to Bunkley.

164. Subsequent investigation revealed that the caller identification number displayed (734-330-2449) was a non-working telephone number.

Call 10

165. On June 7, 2023, at approximately 5:08 P.M., Defendants or Defendants’ agent initiated a telephone call to Plaintiff’s cellular telephone number 734-***-9671.

166. The caller identification number displayed was 734-330-2663, with no

called identification name information displayed.

167. Upon Plaintiff answering the call by saying “hello”, Plaintiff heard a clicking sound followed by approximately 4 seconds of silence followed by a male voice identifying himself as “Adam with Senior Benefits.”

168. Adams asked pre-qualifying questions of Plaintiff, during which Plaintiff provided a *faux* name of William Lukas.

169. The call was then transferred to another male who identified himself as “Kevin Eakes with Halosurance.”

170. Eakes then sold a life insurance policy issued by SBLI to Plaintiff.

171. Plaintiff inquired of Eakes regarding the caller who identified himself as “Adam” who spoke poor English, to which Eakes responded that Adam works for a call center which Halosurance hires to find leads for Eakes to sell to.

172. The call was then transferred to a male who identified as “Joshua.” Joshua verified the information which Plaintiff had provided to Eakes then informed Plaintiff that his case number was 135-001-015901.

173. Shortly after the termination of the telephone call, Plaintiff received an email from SBLI which included an SBLI life insurance policy that had been issued to the *faux* name William Lukas. The insurance policy lists James Kevin Eakes, c/o Halosurance” as the producer and receiving a 60 percent agent split, and Duno

Francis Joseph as receiving a 40 percent agent split.

174. Subsequent investigation revealed that the caller identification number displayed (734-330-2663) was a non-working telephone number.

Call 11

175. On June 8, 2023, at approximately 1:29 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's cellular telephone number 734-***-9671.

176. The caller identification number displayed was 734-330-2663, with no called identification name information displayed.

177. Upon Plaintiff answering the call by saying "hello", Plaintiff heard a clicking sound followed by approximately 4 seconds of silence followed by a male voice identifying himself as "[unintelligible] with Senior Benefits."

178. The caller asked pre-qualifying questions of Plaintiff, during which Plaintiff provided a false name of Kevin Beltramo.

163. The call was then transferred to another male who identified himself as "Sam with the Verification Department." Sam asked additional pre-qualifying questions.

164. The call was then transferred to another male who identified himself as Austin Cooper, "a licensed insurance agent", telephone number of 628-259-6309, and a license number of 16585113.

165. Not surprisingly, subsequent investigation revealed that the telephone number provided did not connect to Austin Cooper, the license number of 16585113 was fake, and Austin Cooper (which is not believed to be his real name) is not a licensed insurance agent.

166. Cooper then sold Plaintiff a \$20,000 life insurance policy issued by SBLI with a monthly premium of \$122.30.

167. Cooper then stated that he was transferring the call to his “associate” to finalize the application.

168. Plaintiff heard the telephone line click and a prerecorded voice message began to play stating “Hi, this is Rhonda Bunkley...” and then the connection terminated and Cooper came back on the line.

169. Cooper then transferred the call once again, this time the call was answered by a female who identified herself as Zubaida Ihmeid with Halosurance.

170. Ihmeid finalized the sale of the SBLI insurance policy.

171. Plaintiff inquired of Ihmeid regarding the two individuals who has participated in the call earlier, to which Ihmeid explained that they were her “lead vendors” and they were hired by her company to transfer prospects to her.

172. Shortly after the termination of the telephone call, Plaintiff received an email from SBLI which included an SBLI life insurance policy that had been issued

to the *faux* name Kevin Beltramo. The insurance policy lists Zubaida D. Imheid as a producer and receiving a 60 percent agent split, and Duno Francis Joseph as a producer and receiving a 40 percent agent split.

173. Subsequent investigation revealed that the caller identification number displayed (734-330-2663) was a non-working telephone number.

Call 12

174. On June 8, 2023, at approximately 5:16 P.M., Defendants or Defendants' agent initiated a telephone call to Plaintiff's residential telephone number 734-***-1212.

175. The caller identification number displayed was 734-420-1551, with no called identification name information displayed.

176. Upon Plaintiff answering the call by saying "hello", Plaintiff heard a "boink" sound followed by approximately 4 seconds of silence followed by a male voice identifying himself as "David Parker... a licensed agent." Parker did not provide a company name.

177. Parker then asked pre-qualifying questions of Plaintiff, during which Plaintiff provided a false name of Bruce Morgan.

178. Parker then quoted Plaintiff a \$20,000 life insurance policy issued by SBLI.

179. Parker then stated he was transferring the call to his “senior supervisor.”

180. Plaintiff heard clicking, a telephone ring signal, and then a recorded message stating “Hi. This is Rhonda Bunkley...” The call then disconnected. Parker came back on the line and again connected Plaintiff to a recording stating “Hi. This Rhonda Bunkley...” and then again disconnected with Parker stating “hang on.” Parker kept Plaintiff on the line for approximately 3 minutes more apparently trying to transfer the call and then suddenly hung up without warning.

181. Subsequent investigation revealed that the caller identification number displayed (734-330-2663) was a non-working telephone number.

Call 13

182. On June 20, 2023, at approximately 1:58 P.M., Defendants or Defendants’ agent initiated a telephone call to Plaintiff’s residential telephone number 407-***-0222.

183. The caller identification number displayed was 407-770-0120, with no called identification name information displayed.

184. Upon Plaintiff answering the call by saying “hello”, Plaintiff heard a “boink” sound followed by approximately 4 seconds of silence followed by a male voice identifying himself as “Gilbert... with Senior Care Benefits.”

185. Gilbert then asked pre-qualifying questions of Plaintiff, during which

Plaintiff provided a false name of Thomas Bradford.

186. Gilbert then transferred the call to another male who identified himself as “Austin Cooper... a licensed insurance agent in your state.”

187. Cooper then continued to ask pre-qualifying questions of Plaintiff, and then quoted a \$10,000 life insurance policy with a monthly premium of \$63.24 issued by SBLI.

188. Upon request, Cooper supplied his telephone number as 628-259-6309, and his insurance license number as 16585113.

189. Upon investigation, and not surprisingly, the telephone number does not connect to Austin Cooper, the license number is fake, and Austin Cooper does not appear to be licensed as an insurance producer in Florida (or anywhere else).

190. Cooper stated that he was transferring the call to his “senior supervisor”, at which point the line rang and a female answered and identified herself as Rhonda Bunkley. Bunkley stated that the telephone call was being recorded.

191. Bunkley reviewed the information which Plaintiff had provided to Gilbert and Cooper and confirmed Plaintiff’s banking information.

192. Plaintiff inquired of Bunkley as to the two individuals who had participated in the telephone call earlier, to which Bunkley explained that they were lead generators hired by her company to transfer potential customers to her.

193. Plaintiff explained that his telephone number was on the National Do Not Call Registry and wanted to know what company they worked for and an explanation as to how or why Plaintiff had been contacted.

194. Bunkley stated “good luck” and abruptly hung up.

195. Subsequent investigation revealed that the caller identification number displayed (407-770-0120) was a non-working telephone number.

**COUNT I
VIOLATION OF THE TCPA - AUTODIALER CALL**

196. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

197. Each of Calls 1, 4, 5, 10 and 11 were in violation of the TCPA and its implementing regulations, specifically 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R. § 64.1200(a)(2), as Defendant or Defendant’s agent initiated a telephone call to Plaintiff’s cellular line using an automatic telephone dialing system or an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party and there being no emergency.

198. The aforesaid violations of the TCPA were willful and/or knowing as is evidenced by the repetitive number of calls.

**COUNT II
VIOLATION OF THE TCPA - RECORDED MESSAGE CALL**

199. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

200. Call 6 was in violation of the TCPA and its implementing regulations, specifically 47 U.S.C. § 227(b)(1)(B) and 47 C.F.R. § 64.1200(a)(3), as Defendant or Defendant's agent initiated a telephone call to Plaintiff's residential line using an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party and there being no emergency.

201. The aforesaid violations of the TCPA were willful and/or knowing as is evidenced by the repetitive number of calls.

COUNT III
VIOLATION OF THE TCPA - ABANDONED CALL

202. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

203. Each of Calls 1 through 13 were in violation of the TCPA implementing regulations, specifically 47 C.F.R. § 64.1200(a)(7)(I), as the call was not connected to a live sales representative within two (2) seconds of the called person's completed greeting and the required identification and opt-out processes were not followed.

204. The aforesaid violations of the TCPA were willful and/or knowing as is evidenced by the repeated number of calls.

COUNT IV
VIOLATION OF THE TCPA - DO NOT CALL

205. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

206. Each of Calls 1 through 13 were in violation of the TCPA implementing

regulations, specifically 47 C.F.R. § 64.1200(c)(2), as Defendants or Defendants' agent initiated a telephone solicitation to a residential telephone subscriber who has registered his telephone number on the national do-not-call registry of persons who do not wish to receive telephone solicitations that is maintained by the Federal Government.

207. The aforesaid violations of the TCPA were willful and/or knowing as is evidenced by the repeated number of calls, and by the admissions made by Defendants' agents during numerous of the telephone calls.

COUNT V
VIOLATION OF THE TCPA - FALSE IDENTITY

208. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

209. Each of Calls 1 through 13 were in violation of the TCPA implementing regulations, specifically 47 C.F.R. § 64.1200(d)(3), as Defendant or Defendant's agent entity making the call for telemarketing purposes did not provide the called party with the name of the individual caller, the name of the person or entity on whose behalf the call is being made, and/or a telephone number or address at which the person or entity may be contacted.

210. The aforesaid violations of the TCPA were willful and/or knowing as is evidenced by the repeated number of calls.

COUNT VI
VIOLATION OF THE TCPA - FALSIFIED CALLER ID

211. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

212. Each of the Call Numbers 1 through 13 were in violation of the TCPA implementing regulations, specifically 47 C.F.R. § 64.1601(e)(1), as Defendants and/or Defendants' agents failed to provide caller identification information displaying a telephone number which would permit any individual to make a do-not-call request during regular business hours, nor did Defendants or Defendant' agents provide caller identification name information.

213. The Defendants had to take deliberate and overt action to manipulate the telephone network equipment to provide false caller identification information, therefore the aforesaid violations of the TCPA were willful and/or knowing.

COUNT VII
VIOLATION OF THE MTCCCA

214. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

215. Each of Calls 1, 4, 5, 10, 11, and 12 were in violation of the MTCCCA, specifically M.C.L. § 484.125(2)(a), as Defendants or Defendants' agent used a telephone line to contact a subscriber at the subscriber's residence, business, or toll-free telephone number to deliver a recorded message for the purpose of presenting commercial advertising to the subscriber without the subscriber requested or

consenting to same; and/or M.C.L. § 484.125(2)(b), as Defendant or Defendant's agent delivered or attempted to deliver intrastate commercial advertising having activated a feature to block the display of caller identification information that would otherwise be available to the subscriber.

**COUNT VIII
VIOLATION OF THE MHSSA**

216. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

217. Each of Calls 1, 4, 5, 10, 11 and 12 were in violation of the MHSSA, specifically M.C.L. § 445.111a(5), as Defendant or Defendant's agent made a telephone solicitation to a residential telephone subscriber whose name and residential telephone number is on the federal do-not-call list; and/or M.C.L. 445.111b(1), as the person making the telephone solicitation did not state his or her name and the full name of the organization or other person on whose behalf the call was initiated; and/or M.C.L. 445.111b(3), as the telephone solicitor intentionally blocked or otherwise interfered with the caller identification function on the telephone of a residential telephone subscriber to whom a telephone solicitation is made so that the telephone number of the caller is not displayed on the telephone of the residential telephone subscriber.

**COUNT IX
VIOLATION OF THE FTSA**

218. Plaintiff incorporates the allegations of paragraphs 1 through 195, *supra*.

219. Each of Calls 2, 3, 6, 7, 8, 9, and 13 were in violation of the FTSA: specifically Fla. Stat. § 501.059(2), as Defendants or Defendants' agent made an unsolicited telephonic sales call to a residential telephone number and did not identify himself by his or her true first and last names and the business immediately upon making contact by telephone with the person who is the object of the telephone solicitation; and/or Fla. Stat. § 501.059(8)(a), Defendants or Defendants' agent made and allowed a telephonic sales call to be made involving the playing of a recorded message without the prior express written consent of the called party; and/or Fla. Stat. § 501.059(b), Defendants or Defendants' agent caused a telephonic sales call to be made to fail to transmit the originating telephone number and the name of the telephone solicitor to any caller identification service in use by a recipient of a telephonic sales call.

220. The aforesaid violations of the FTSA were willful and/or knowing as is evidenced by the repeated number of calls and the deliberate and over actions taken by Defendant and/or Defendant's agents.

PRAYER FOR RELIEF

WHEREFORE, the aforesaid premises considered, Plaintiff prays that this

Court enter judgment for Plaintiff and against the Defendants, jointly and severally, as follows:

A. Damages:

I. Damages for violations of the TCPA alleged:

<u>Count</u>	<u>Violations</u>
I	5
II	1
III	13
IV	13
V	13
VI	13

A total of 58 violations at \$500.00 per violation, for damages of \$29,000.00, which amount shall be trebled because the violations were willful and/or knowing, for total damages of \$87,000.00.

- ii. Damages for violations of the MTCCCA alleged at Count VII: 6 violations at \$1,000.00 per violation, for damages of \$6,000.00.
- iii. Damages for violations of the MHSSA alleged at Count VIII: 6 violations at \$250.00 per violation, for damages of \$1,500.00.
- iv. Damages for violations of the FTSA alleged at Count IX: 7 violations at \$500.00 per violation, for damages of \$3,500.00, which amount shall be trebled because the violations were willful and/or knowing, for total damages of \$10,500.00.

The cumulative total amount of damages claimed in this action is \$108,500.00, and in the event of default judgment is the sum certain damages amount that will be sought.

- B. An award of Plaintiff's taxable costs and disbursements incurred in the filing and prosecution of this action;
- C. An injunction enjoining Defendant and Defendant's agents from initiating any telephone calls to Plaintiff's residential telephone and cellular telephone lines.
- D. Interest accruing from the date of filing until paid at the statutory rate; and,
- E. Such other and further relief as this Court deems necessary, reasonable, prudent and proper under the circumstances.

Respectfully submitted,



Dated: August 21, 2023

Mark W. Dobronski
Post Office Box 222
Dexter, Michigan 48130-0222
Telephone: (734) 330-9671
Email: markdobronski@yahoo.com
Plaintiff *In Propria Persona*

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

MARK W. DOBRONSKI

DEFENDANTS

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSCHUSETTS; et al.

County of Residence of First Listed Defendant Middlesex, MA (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF 1, DEF 1, PTF 4, DEF 4, PTF 2, DEF 2, PTF 5, DEF 5, PTF 3, DEF 3, PTF 6, DEF 6

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, 463 Alien Detainee, 625 Drug Related Seizure, 710 Fair Labor Standards Act, 820 Copyrights, 870 Taxes, 375 False Claims Act, etc.

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, 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. 227

Brief description of cause: Illegal telemarketing calls

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 108,500.00

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DATE August 21, 2023

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP

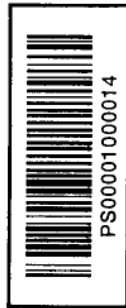
Case: 2:23-cv-12153 Assigned To : Grey, Jonathan J.C. Referral Judge: Patti, Anthony P. Assign. Date : 8/23/2023 Description: CMP DOBRONSKI V. SAVING BANK MUTUAL LIFE INS ET AL (MC)



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FROM:

MARK W. DOBRONSKI
PO BOX 222
DEXTER, MI 48130-0222

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TO:

UNITED STATES DISTRICT COURT
ATTN: CLERK'S OFFICE
231 W LAFAYETTE BLVD FL 5
DETROIT, MI 48226-2700

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