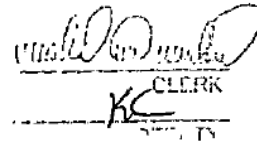


**EXHIBIT A**

STATE OF NEW MEXICO  
COUNTY OF GRANT  
SIXTH JUDICIAL DISTRICT

FILED  
DISTRICT COURT OF  
GRANT COUNTY, N.M.  
2021 FEB 10 PM 3:05

RUBEN ESCANO, *Pro Se*;  
  
Plaintiff;



v.

Case No. D-608-CV-2021-00038

CONCORD AUTO PROTECT, INC.;  
FOREVERCAR, LLC; and LIBERTY MUTUAL  
GROUP, INC.; and LIBERTY MUTUAL AUTO  
AND HOME SERVICES, LLC; and ALON  
SALMAN; and DOES 1 – 10 INCLUSIVE AND  
ALL OF THEM;

Judge JIM FOY  
**DIVISION III**

Defendants.

**COMPLAINT**

**COMES NOW**, before this honorable Court, I, Ruben Escano, *Pro Se* plaintiff, and for my causes of action against Defendants do hereby **STATE** and **ALLEGE**:

**The Parties**

1. Plaintiff RUBEN ESCANO is an individual and resident of Silver City, New Mexico, with a mailing address of 2311 Ranch Club Road, Suite 2-180, Silver City, New Mexico 88061.

2. Defendant CONCORD AUTO PROTECT, INC. is a for-profit corporation organized under the laws of the State of New York, with a principal address of 105 Oriental Boulevard, Brooklyn, New York 11235. Its registered agent is Alon Salman at the address of 1150 1st Avenue 501, King of Prussia, Pennsylvania 19406.

3. Defendant FOREVERCAR, LLC is a limited liability company organized under the laws of the State of Illinois, with a principal address of 954 West Washington Boulevard, Suite 340, Chicago, Illinois 60607. Its registered agent is ForeverCar Holdings, Inc. at that same address of 954 West Washington Boulevard, Suite 340, Chicago, Illinois 60607.

4. Defendant LIBERTY MUTUAL GROUP, INC. is a for-profit corporation organized under the laws of the State of Massachusetts, with a principal address of 175 Berkeley Street, Boston, Massachusetts 02116. Its registered agent is the Corporation Service Company at the address of 84 State Street, Boston, Massachusetts 02109.

5. Defendant LIBERTY MUTUAL AUTO AND HOME SERVICES, LLC is a limited liability company organized under the laws of the State of Massachusetts, with a principal address of 175 Berkeley Street, Boston, Massachusetts 02116. Its registered agent is the Corporation Service Company at the address of 84 State Street, Boston, Massachusetts 02109.

6. Defendant ALON SALMAN is an individual with an address of 802 Avenue U, #3C, Brooklyn, New York, 11223. He is the Chief Executive Officer of Defendant CONCORD AUTO PROTECT, INC.

7. Defendant DOES 1 – 10 INCLUSIVE AND ALL OF THEM are individuals or entities whose true names are not yet known to me but who may be revealed later.

**Jury Demand**

8. I do hereby demand a trial by jury on all claims.

**Nature of the Case**

9. This civil action is brought forth pursuant to the United States Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.* to seek statutory damages for, and enjoin, nuisance telemarketing calls.

**Jurisdiction**

10. I am a resident of New Mexico and was in New Mexico at the time a substantial number of the communications described herein were received.

11. The Defendants relied on and availed themselves of the telecommunications infrastructure of New Mexico during a substantial number of the causes of action.

12. Defendants offer or market their services to residents of New Mexico using means which they know could reach residents of New Mexico.

13. This Court has jurisdiction over Defendants pursuant to 47 U.S.C. § 227(b)(3) and § 227(c)(5).

### **Causes of Action**

#### **Introduction**

14. Beginning on or about February 20, 2020 and continuing to February 5, 2021 or about that date, Defendant CONCORD AUTO PROTECT, INC.; Defendant FOREVERCAR, LLC; Defendant LIBERTY MUTUAL GROUP, INC.; Defendant LIBERTY MUTUAL AUTO AND HOME SERVICES, LLC; Defendant ALON SALMAN; Defendant DOES 1 – 10 INCLUSIVE AND ALL OF THEM (hereinafter and collectively, "Defendants"); and/or their agents placed, and/or directed the placement of, at least thirty-five automatically-dialed and unsolicited communications to my cellular telephone regarding extended vehicle warranties or vehicle service plans (hereinafter, "communications"). The communications include at least thirteen calls and at least twenty-two text messages. Additionally, my phone number is on the Federal Communication Commission's "National Do Not Call" list.

15. Many of the calls began with an artificial or prerecorded message, announcing the calls with fictitious company names such as, "Hi this is Jennifer with Auto Health Services," or "Thank you for calling Auto Warranty Services!" (I did not call them – they called me.) Other calls began with prerecorded messages such as, "We've been trying to reach you about your

car's extended vehicle warranty." And others purported to be from government agencies, with prerecorded messages announcing the call as being from the, "Vehicle Service Department."

16. During their communications to me, Defendants violated at least seven distinct prohibitions, promulgated by the TCPA, at least 123 times, specifically: 47 U.S.C § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(a)(7)(i), § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

#### **Relevant Facts**

17. Defendants do not have any proper business relationship with me, including an "established business relationship" as defined by 47 C.F.R. § 64.1200(f)(6).

18. Defendants' communications to me were initiated for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services. Additionally, Defendants have not received from me any prior express invitation or permission to call me. As such, Defendants' communications to me meet the definition of a "telephone solicitation" under 47 U.S.C. § 227(a)(4).

19. In transmitting their calls and text messages to me, Defendants, or their agents, utilized equipment that has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, and to dial such numbers – or such effectively-similar equipment. As such, the equipment utilized was an "automatic telephone dialing system" (hereinafter, "ATDS") as defined by 47 U.S.C. § 227(a)(1).

20. The content of all of Defendants' communications alleged herein was substantially similar enough that a reasonable person would identify the communications as coming from the same entity or group of entities.

21. Throughout the causes of action, Defendants operated in a joint manner to transmit the communications.

22. Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN operated on behalf of and under the direct, implied, or apparent direction of Defendant LIBERTY MUTUAL GROUP, INC. and Defendant LIBERTY MUTUAL AUTO AND HOME SERVICES, LLC (hereinafter and collectively, "Liberty Mutual") to transmit the at least twenty-two text messages in question.

23. Defendant FOREVERCAR, LLC operated on behalf of and with the direct, implied, or apparent direction of Liberty Mutual to transmit the at least thirteen calls in question.

24. Defendants' communications to me caused me concrete injuries in fact. The communications caused a partial depletion of the charge of my cell phone's battery, a partial depletion of the lifespan of the LED backlight of the phone's display, and unwarranted wear and tear for at least both of those components.

25. Defendants' communications to me also were invasions of privacy that required me to divert attention away from my work and personal life to tend to and answer such unwarranted intrusions of my time.

#### **Counts**

26. For all counts infra, all preceding paragraphs are incorporated by reference to each of them.

27. On or about February 20, 2020 and dialing from the phone number 561-530-2312, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

28. On or about May 13, 2020 and calling from the phone number 435-291-3873, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment,

to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the prerecorded message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

29. On or about May 15, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

30. On or about May 22, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

31. On or about June 12, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

32. On or about July 3, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone

and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

33. On or about July 17, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

34. On or about July 27, 2020, and calling from the phone number 435-222-1105, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone while using a calling system that utilized two or more active phone lines. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least three distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(D), and 47 C.F.R. § 64.1200(c)(2).

35. On or about July 31, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

36. On or about August 7, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

37. On or about August 21, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

38. On or about August 28, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

39. On or about September 4, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

40. On or about September 18, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

41. On or about September 25, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell

phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

42. On or about October 2, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

43. On or about October 2, 2020, and calling from the phone number 970-233-3980, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

44. On or about October 9, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

45. On or about October 13, 2020, and calling from the phone number 435-786-9954, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated

neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

46. On or about October 23, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

47. On or about October 24, 2020, and calling from the phone number 201-270-0739, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

48. On or about October 30, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

49. On or about November 23, 2020, and calling from the phone number 850-312-7212, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar

equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

50. On or about November 27, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

51. On or about December 1, 2020, and calling from the phone number 201-357-3575, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

52. On or about December 18, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

53. On or about December 22, 2020, and calling from the phone number 435-265-1187, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

54. On or about December 24, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

55. On or about December 31, 2020 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

56. On or about January 4, 2021, and calling from the phone number 201-554-0993, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA,

including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

57. On or about January 5, 2021, and calling from the phone number 435-246-2569, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC stated neither the true name of its company nor a callback number in the message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least six distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

58. On or about January 7, 2021, and calling from the phone number 802-348-5631, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC transmitted more than two seconds of silence before its message, and stated neither the true name of its company nor a callback number in that message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least seven distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(a)(7)(i), § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

59. On or about January 15, 2021 and dialing from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

60. On or about January 19, 2021, and calling from the phone number 435-246-2053, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC transmitted more than two seconds of silence before its message, and stated neither the true name of its company nor a callback number in that message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least seven distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(a)(7)(i), § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

61. On or about January 26, 2021, and calling from the phone number 385-254-0688, Defendant FOREVERCAR, LLC, or its agents, used an ATDS, or effectively-similar equipment, to call my cell phone with an artificial or prerecorded message, while using a calling system that utilized two or more active phone lines. Defendant FOREVERCAR, LLC transmitted more than two seconds of silence before its message, and stated neither the true name of its company nor a callback number in that message. As such, Defendant FOREVERCAR, LLC willfully or knowingly violated at least seven distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii), § 227(b)(1)(B), § 227(b)(1)(D), 47 C.F.R. § 64.1200(a)(7)(i), § 64.1200(b)(1), § 64.1200(b)(2), and § 64.1200(c)(2).

62. On or about February 5, 2021 and after receiving a written demand from me to stop their text messages to me, dialing again from the phone number 474747, Defendant CONCORD AUTO PROTECT, INC. and Defendant ALON SALMAN, or their agents, used an ATDS, or effectively-similar equipment, to send an unsolicited text message to my cell phone and, in doing so, willfully or knowingly violated at least two distinct prohibitions of the TCPA, including: 47 U.S.C. § 227(b)(1)(A)(iii) and 47 C.F.R § 64.1200(c)(2).

**Defendants are in the business of telemarketing.**

63. Defendant CONCORD AUTO PROTECT, INC. is in the business of telemarketing and is responsible for the text messages alleged supra.

64. All of the text messages alleged supra, with the exception of the February 20, 2020 message, contained the words, "Concord Auto Protect," in combination with phrases and characters such as, "Concord Auto Protect -Sale-10 Months Free+ \$0.00 Deductible+Tire &Rims" [sic].

65. Defendant ALON SALMAN is in the business of telemarketing and is also responsible for the text messages alleged supra.

66. Defendant ALON SALMAN has sought to hire telephone sales representatives, as shown by a March 25, 2019 post on his Facebook page where he announces that telephone sales representatives who work for him can earn "6 figures within your first 2 months":



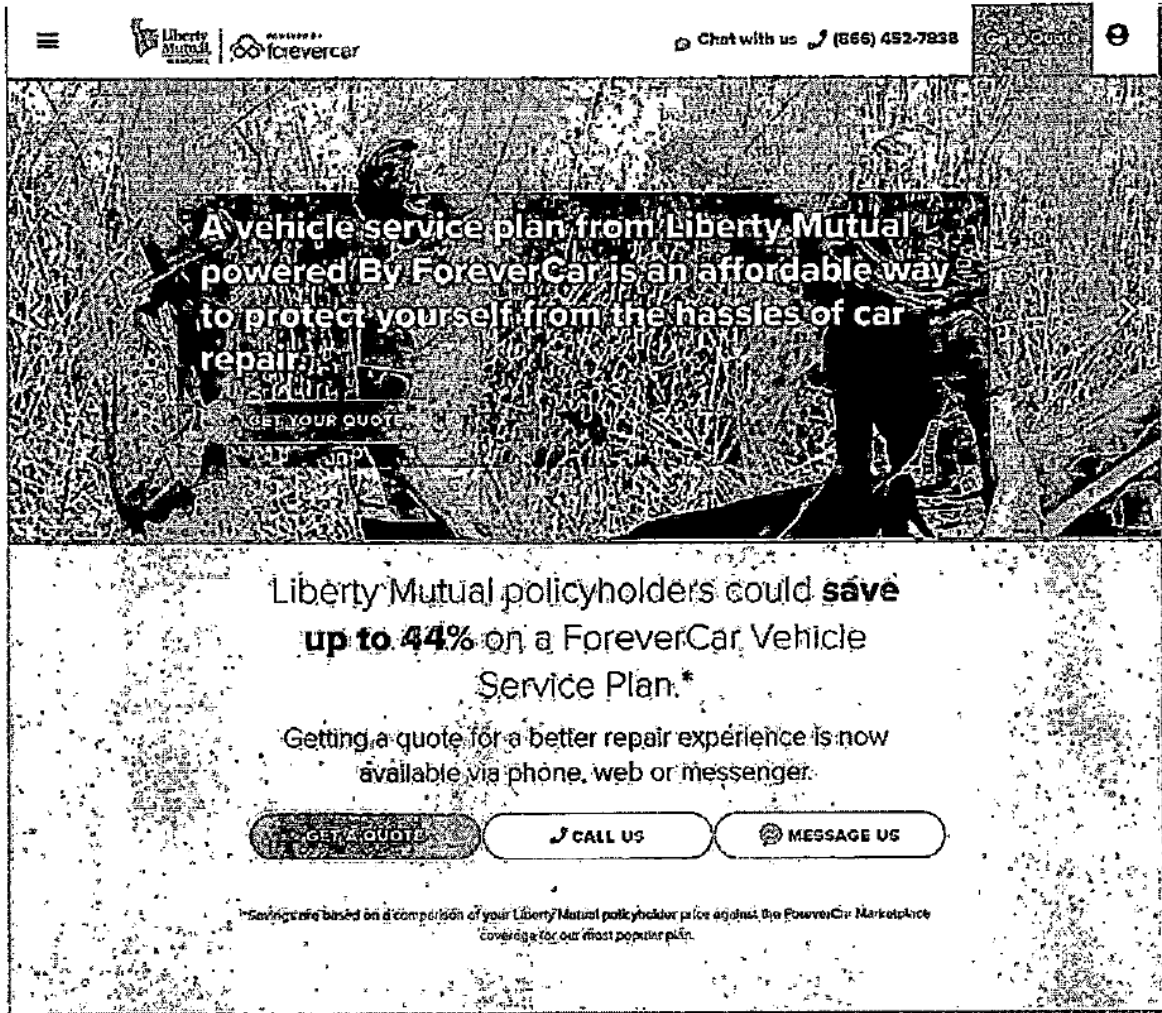
Alon Salman, *Alon Salman* | Facebook, <https://www.facebook.com/alon.salman.2> (last accessed February 8, 2021))

67. Defendant FOREVERCAR, LLC is in the business of telemarketing and is responsible for the calls alleged supra.

68. Liberty Mutual is in the business of telemarketing and is vicariously or directly responsible for the calls alleged supra.

69. During the January 19, 2021 call, a telephone agent said the company he was calling from was Liberty Mutual and that he works for Liberty Mutual.

70. Defendant FOREVERCAR, LLC and Liberty Mutual operate together to sell vehicle service plans as shown by Defendant FOREVERCAR, LLC's website which also has the trademark of Liberty Mutual in the top-left of the website's header:



ForeverCar, LLC, *Liberty Mutual ForeverCar | Vehicle Service Plans*,  
<https://www.forevercar.com/libertymutual> (Last accessed February 8, 2021)

**PRAYER FOR RELIEF**

1. For the preceding reasons, I respectfully request that the Court allow me to collect from Defendants:

- a. pursuant to 47 U.S.C. § 227(b)(3)(B) and § 227(c)(5)(B), an award of \$500 for each of the at least 123 violations of the TCPA committed by Defendants, totaling \$61,500;
- b. an award for any additional calls the Defendants made to me, the provenance of which may be revealed to me during discovery;
- c. pursuant to 47 U.S.C. § 227(b)(3) and § 227(c)(5), an award trebling the damages for each of the at least 123 willful or knowing violations, for a complete total of \$184,500;
- d. pre and post-judgment interest;
- e. plaintiff's attorney's fees and costs, should one be retained in this case;
- f. any other award which the Court deems just and proper.

2. Additionally, I respectfully request that, pursuant to 47 U.S.C. § 227(b)(3)(A) and § 227(c)(5)(A), the Court order an injunction against Defendants to stop their telemarketing communications to me.

Dated at Silver City, New Mexico this 10<sup>th</sup> day of February, 2021.

Respectfully Submitted,

2311 Ranch Club  
Road, Silver City  
NM, 88061

201-527-8931

By: \_\_\_\_\_

Ruben J. Escano, *Pro Se*