



Anton A. Ewing (not an attorney)
3077 B Clairemont Drive, #372
San Diego, CA 92117
619-719-9640 (do not telemarket)

Plaintiff *pro se*

UNITED STATES FEDERAL DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Anton A. Ewing,

Plaintiff,

vs.

FREEDOM FOREVER, LLC,

Defendants

Case No.: 25-CV-530-RBM-SBC

FIRST AMENDED COMPLAINT

**47 U.S.C. §227(B) & (C) OF THE
TELEPHONE CONSUMER
PROTECTION ACT**

Pursuant to Federal Rule of Civil Procedure 15, Plaintiff Anton A. Ewing (herein "Plaintiff" or "Ewing") files this First Amended Complaint ("FAC") for money damages and injunctive relief¹, demanding a trial by jury, against Defendant Freedom Forever, LLC, (herein "Freedom Forever), to stop said defendant from violating the Telephone Consumer Protection Act by calling with prerecorded artificial voice messages to Plaintiff's personal residential cellular

¹ Injunctive relief is now necessary because Defendant Freedom will not stop calling. This is the fifth or sixth TCPA lawsuit Plaintiff has had to file.

1 phone (ending in -9640), which is registered on www.donotcall.gov (the National
2 Do Not Call Registry) without permission and without consent of Plaintiff.
3
4 Plaintiff Ewing, for this FAC, alleges as follows upon personal knowledge as to
5 himself and his own acts and experiences, including investigation conducted by
6 Plaintiff². Plaintiff is suing to stop Defendant's practice of calling using an
7 "automatic telephone dialing system" ("ATDS")³ to the cellphones of consumers in
8 San Diego county (including Plaintiff's -9640 cell phone) without their prior
9 express consent by obtaining an injunction prohibiting violation of the TCPA (Title
10 47 United States Code); (2) stop Defendant's practice of calling for solicitation
11 purposes, to consumers on the National Do Not Call Registry, which includes
12 Plaintiff; (3) obtain an injunction prohibiting Defendant's continued illegal efforts
13 to make harassing calls to consumers, including Plaintiff; and (4) obtain redress for
14 Plaintiff Ewing who was injured by Defendant's conduct.

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19 **PARTIES**

- 20
21 1. Plaintiff Anton A. Ewing is a natural person as defined by 47 USC §153(39),
22 and a resident of San Diego, California at all times relevant to this action.
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26 ² See 21cv-01764-GPC-BLM at PageID.1 in ECF No. 1, *Trujillo vs. Encore Live, LLC*

27 ³ ATDS, auto dialing, automatic telephone dialing, robo dialer and robo dialing are all intended to
28 mean the same thing, that is, the illegal calling of Plaintiff's DNC protected phone number for solicitation purposes
by using equipment prohibited by the 47 USC §227 as further defined by the US Supreme Court.

1 Plaintiff was present in San Diego at all times relevant to this action and was
2 also the owner and sole user of personal, private residential cellular phone
3 number 619-719-9640⁴.

5 2. Freedom Forever, LLC is a “person” as defined by 47 USC §153(39).

6
7 3. Plaintiff has been repeatedly called by FREEDOM FOREVER directly as
8 well as indirectly via its hired and controlled agents, without consent,
9 permission or authority, all in direct violation of express commands by
10 Plaintiff to stop, cease and desist and by virtue of registration on
11 www.donotcall.gov as well as Plaintiff’s express demands directly to
12 Defendant Freedom Forever’s employees to stop all future calls. Plaintiff
13 has sued this defendant at least six times in this District to get them to stop.
14

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16 4. Defendant Freedom Forever is a limited liability company that conducts
17 business throughout this District, in San Diego, California. Defendant
18 Freedom Forever, LLC is owned, operated, controlled and managed by Brett
19 Bouchy and Greg Albright. Defendant is in the business of selling solar
20 panels through a vast telemarketing operation which has caused the
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28 ⁴ For clarity, this number is not a hardwired landline.

1 company to be sued for TCPA violations multiple times by others and by
2 Plaintiff.

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4 5. <https://freedomforever.com/why-go-solar/states/california/> is a web page
5 wherein Defendant obtains consent from potential customers to use
6 Defendant's auto dialers to call. Defendant Freedom Forever is here
7 admitting and confessing that it uses an ATDS to make calls.
8

9
10 a. *"By submitting my contact information including my telephone*
11 *number above, I authorize Freedom Forever LLC and its*
12 *subsidiaries, its Independent Authorized Dealers, Bright Solar*
13 *Marketing, and/or its affiliates to contact me via telephone*
14 *calls, using **automated dialing technology**⁵ for*
marketing/advertising purposes. No purchase required.
Message and data rates may apply."

15 6. Defendant Freedom Forever would not need to get permission to use
16 "automated dialing technology" if they did not use and employ such
17 equipment, that is, automated dialing technology (aka an ATDS auto dialer
18 or robo dialer). The reason Defendant Freedom Forever is attempting to
19 obtain permission to use an auto dialer or automated dialing technology is
20 because they use auto dialers that randomly generate numbers and dial them
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28 ⁵ The Court is requested to take judicial notice of this under Evidence Rule 201.
FIRST AMENDED COMPLAINT 47 U.S.C. §227(B) & (C) OF THE TELEPHONE CONSUMER
PROTECTION ACT - 4

1 without human intervention. *The thing speaks for itself... in other words, it*
2 *is intrinsically obvious to even the most casual observer.*

3
4 7. Defendant Brett Bouchy confesses that he uses an automated dialing system
5 (“Light Speed”) to make its calls at:

6
7 <https://www.youtube.com/watch?v=2IFQ7sHIwcE>

8 8. This above youtube video is yet another confession by Freedom Forever
9 that they called Plaintiff with an ATDS as defined under Title 47 and further
10 defined by the US Supreme Court.

11
12 9. Cell phone numbers can be registered on the do-not-call registry and are
13 equally protected by the do-not-call prohibition in 47 C.F.R. §64.1200(c)(2).
14 “(e) The rules set forth in paragraph (c) and (d) of this section are applicable
15 to any person or entity making telephone solicitations or telemarketing calls
16 to wireless telephone numbers to the extent described in the Commission's
17 Report and Order, CG Docket No. 02-278, FCC 03-153, “Rules and
18 Regulations Implementing the Telephone Consumer Protection Act of
19 1991.” 47 C.F.R. §64.1200(e). Each of Defendant Freedom Forever’s calls
20 thus violated 47 C.F.R. §64.1200(c)(2).
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25 10. 47 C.F.R. §64.1200(d)(1) requires that companies engaged in telemarketing
26 must provide a copy of their written do-not-call policy, “Upon demand.”
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1 Base statutory damages for this violation are \$500, which may be trebled in
2 the discretion of the court up to \$1,500 per violation if Defendant Freedom
3 Forever's violation was willful or knowing. 47 U.S.C. §227(c)(5). Plaintiff
4 alleges that Defendant's violation of 47 C.F.R. §64.1200(d)(1) was willful
5 and knowing, within the meaning of 47 U.S.C. §227(c)(5) and 47 U.S.C.
6 §312(f)(1). To this day, Defendant has still not provided Plaintiff with a
7 written copy of its DNC policy that it is required to keep, maintain and
8 provide upon demand.
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12 11. 47 C.F.R. §64.1200(d)(4) requires telemarketers to provide consumers with

13 1) their name, 2) the accurate name of company they are calling from or on
14 behalf of, as well as 3) a phone number or mailing address of that company:

15 “(4) Identification of sellers and telemarketers. A person or entity making a
16 call for telemarketing purposes must provide the called party with the name
17 of the individual caller, **the name of the person or entity on whose behalf**
18 **the call is being made**, and a telephone number or address at which the
19 person or entity may be contacted. The telephone number provided may not
20 be a 900 number or any other number for which charges exceed local or long
21 distance transmission charges.” [*Emphasis added.*]
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1 12.47 C.F.R. §64.1200(d)(2) states that, “No person or entity shall initiate any
2 call for telemarketing purposes to a residential telephone subscriber unless
3 such person or entity has instituted procedures for maintaining a list of
4 persons who request not to receive telemarketing calls made by or on behalf
5 of that person or entity. The procedures instituted must meet the following
6 minimum standards: (2) Training of personnel engaged in telemarketing.
7 Personnel engaged in any aspect of telemarketing must be informed and
8 trained in the existence and use of the do-not-call list.” Defendant Freedom
9 Forever has failed to train its staff and personnel.
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14 13. The sales scripts and the auto-dialing or robo dialing equipment used by
15 Freedom Forever to make illegal telemarketing calls are directly from
16 Freedom Forever and Freedom Forever requires and demands that all of its
17 Master Dealers comply. But for Freedom Forever’s extreme control and
18 plenary dominion over their employees and other staff, there would be no
19 telemarketing calls made.
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22 14. Defendant FREEDOM Forever called Plaintiff in direct violation of the
23 TCPA, devoid of prior consent, in order to solicit Plaintiff to purchase
24 Defendant FREEDOM Forever’s solar panel services. The violating calls
25 are set forth in detail below, including the date, time, from what number and
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1 to which number. That is all that is required under the TCPA to state
2 sufficient facts to support that this defendant actually called Plaintiff.
3

4 15. Often times, telemarketers will use a fake name and will spoof a fake phone
5 number in order to evade TCPA lawsuits. That is exactly what Defendant
6 FREEDOM Forever has instructed, ordered and commanded its employees⁶
7 to do.
8

9 16. The following youtube.com video made by Defendant Freedom confesses
10 that all of their workers are W-2 employees.
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12 <https://www.youtube.com/watch?v=XCwiVII7CzM>
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14 This is alleged so that Defendant knows that Plaintiff is not complaining
15 about 3rd party independent contractors, but rather, direct liability by an
16 employee of Defendant.
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18 17. Thus, all of the callers and calls were from and made by employees of
19 Defendant Freedom with Defendant's fancy rodo-dialing software that
20 Bouchy publicly admits to creating in his Youtube video.
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28 ⁶ Tony Denner, Nick Fernandez, Brett Bouchy to name a few.

1 18. Any and all “Master Dealers,” are controlled, paid, hired and completely
2 subservient agents of Freedom Forever and therefore Freedom Forever is
3 liable for all of their telemarketing acts which harmed Plaintiff.
4

5 **JURISDICTION AND VENUE**
6

7 19. This Court has federal question subject matter jurisdiction over this action
8 under 28 U.S.C. § 1331, as the action arises under the Telephone Consumer
9 Protection Act, 47 U.S.C. §227 (“TCPA”). This is not a “diversity of
10 citizenship” case. *Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 372
11 (2012).
12

13 20. This Court has personal jurisdiction over the Defendant since Defendant
14 conducts business in this District and specifically marketed to Plaintiff
15 within this District relating to the business that it conducts here. Venue is
16 proper in this District because Plaintiff resides in this District and the events
17 leading to this case occurred in this District.
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20 **INTRODUCTION**
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22 21. The initial part of each call was a prerecorded voice, then Defendant
23 FREEDOM Forever’s employee⁷ admitted to Plaintiff.
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27 ⁷ This is not a 3rd party. Rather, an employee is the actor by which the corporation engages. The
28 acts of an employee are the acts of the defendant corporation/LLC.

1 22. In an action under the TCPA, a plaintiff must only show that the defendant
2 “called a number assigned to a cellular telephone service using an automatic
3 dialing system or prerecorded voice.” *Breslow v. Wells Fargo Bank, N.A.*,
4 857 F. Supp. 2d 1316, 1319 (S.D. Fla. 2012), *aff’d*, 755 F.3d 1265 (11th Cir.
5 2014).
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8 COMMON ALLEGATIONS

9 23. Defendant Freedom Forever has violated its own corporate charter and
10 Articles of organization which authorizes only “lawful acts or activity.”
11 Telemarketing is not legal and it violates 47 USC §501. Conspiring with
12 “Master Dealers⁸” to engage in telemarketing is also in direct violation of its
13 corporate charter. Simply put, Freedom Forever does not have the right to
14 engage in the act of hiring any employee to engage in acts such as willful
15 and knowing violation of 47 USC §501.
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19 24. Plaintiff Ewing heard a very clear “bubble popping” type sound followed by
20 a rather long pause before the artificial-voice prerecorded message began to
21 play on each call. Plaintiff was required to hit “1” to be transferred to a live
22 operator. This happened on each and every call that is the subject of this
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27 ⁸ In a recording provided to defense counsel the telemarketer calls themselves Apricot and asserts
28 they are a “Master Dealer” for Freedom Forever.

1 lawsuit. Many courts have held that this very same bubble popping and long
2 pause are highly indicative of an ATDS being used. However, the
3 Defendant failed to comprehend that it is also violation of section
4 227(b)(1)(A) to use, and Defendant Freedom Forever did in fact use, an
5 artificial pre-recorded voice message to obtain a subsequent transfer to a live
6 operator employee of Defendant Freedom Forever after Plaintiff was
7 required to press "1" to be transferred.
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11 25. Specifically, the hardware and software used by Defendant Freedom Forever
12 has the capacity to both generate, store and/or produce numbers using a
13 random or sequential number generator, and to dial such numbers, *en masse*,
14 in an automated fashion without human intervention. Defendant Freedom
15 Forever's automated dialing equipment includes features substantially
16 similar to a predictive dialer in that it is capable of making calls
17 simultaneously, without human intervention. The distinct bubble-popping
18 sound and the long silent pause were, in Plaintiff's vast experience, the clear
19 indication that an ATDS robo-dialer was used by Defendant Freedom
20 Forever for the calls.
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25 26. Based on Plaintiff's vast knowledge and experience with these types of
26 telemarketers, and on advice of Jeff Hansen who is a TCPA expert witness,
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1 the equipment used to make the calls at issue has the capacity to use a
2 random or sequential number generator in the process of producing and
3 storing numbers from a pre-produced list for calling at a later date.⁹ Plaintiff
4 alleges that this is exactly what Defendant Freedom Forever has done.
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7 27. The equipment at issue, in this case, also has the capacity to produce
8 telephone numbers using a random or sequential number generator.
9 Specifically, the calling/dialing software, by virtue of being inextricably
10 linked to a computer operating system, has the capacity to generate random
11 or sequential telephone numbers. One of Defendant Freedom Forever's
12 employees expressly admitted that they were using an "auto dialing
13 computer"¹⁰ to make the calls in order to get California residents to buy their
14 solar panel programs. The bubble popping sound at the beginning of the
15 calls were a dead give-away that this defendant is, again, using and
16 employing an auto dialer (aka robo-dialer).
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21 28. By making unconsented solicitation calls as alleged herein, Defendant
22 Freedom Forever has caused Plaintiff actual harm. This includes the
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26 ⁹ 21-cv-01646-L-BLM, PageID.6, ECF No. 1, *Williams vs. Zeeto, LLC* (SD CA 9/20/21)

27 ¹⁰ Or "auto dialing software" or words to that affect.

1 aggravation, nuisance, and invasions of privacy that result from the
2 placement of such calls, in addition to the wear and tear on his phone,
3 interference with the use of his phone, consumption of battery life, loss of
4 value realized for monies he paid to his AT&T carrier for the receipt of such
5 messages, and the diminished use, enjoyment, value, and utility of his
6 telephone plan.
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10 29. FCC regulations promulgated under the TCPA specifically prohibit

11 Defendant from using an artificial or prerecorded voice to call Plaintiff's
12 Number for the purpose of advertising or telemarketing absent Plaintiff's
13 prior express written consent. See 47 C.F.R. § 64.1200(a)(2)¹¹
14

15 **PLAINTIFF EWING'S ALLEGATIONS DIRECTLY AGAINST NAMED**
16 **DEFENDANT**
17

18 30. Defendant Freedom Forever called Plaintiff Ewing, on his DNC registered
19 personal cell phone, 619-719-9640, on the following dates:

- 20 a. February 1, 2025 from 904-263-2183 at 8:23 AM – text
 - 21 b. February 1, 2025 from 904-263-2183 at 10:11 AM – Call
 - 22 c. February 7, 2025 from 904-263-2183 at 9:41 AM – Call
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28 ¹¹ 21-cv-02040-CAB-KSC, PageID.4 in ECF No. 1, *Johnson vs. Digital Media Solutions*.
FIRST AMENDED COMPLAINT 47 U.S.C. §227(B) & (C) OF THE TELEPHONE CONSUMER
PROTECTION ACT - 13

1 d. February 14, 2025 from 904-263-2183 at 6:34 PM - Call

2 e. February 15, 2025 from 904-263-2183 at 9:23 AM – Call

3 f. February 16, 2025 from 904-263-2183 at 8:29 AM – Call

4
5 31. Each caller asked Plaintiff the following personal questions: (1) have you
6 ever filed for bankruptcy, (2) what is your home address, (3) what is your
7 credit FICO score, (4) is there shad on your roof from trees, (5) how much
8 do you pay each month for electricity, and (6) how many kilowatts do you
9 use each month. These questions were personal in nature and the responses
10 were confidential information.
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14 32. Defendant FREEDOM Forever’s employee admitted to Plaintiff that he did
15 not dial Plaintiff’s phone number by finger, but rather using a computer
16 software that generates, stores and automatically dials the phone numbers
17 without any input from him. The telemarketer stated that once a person hit’s
18 “1” then the software connects or transfers the call to either him or another
19 telemarketer in the office.
20
21

22 33. For clarity purposes, Mr. Bouchy and Mr. Albright are the persons who are
23 guiding, controlling, managing and orchestrating all of the Freedom Forever
24 corporate actions complained of herein. One of them is an RMO and the
25 other is the CEO.
26
27

1 34. Additionally, Plaintiff became upset on each telephone call making very
2 clear that the caller must never telemarket him (Plaintiff) ever again.

3
4 35. As to any and all outside or third-party telemarketing complained of herein,
5 Bouchy, through Freedom Forever, has hired, controlled and directed all
6 aspects of the telemarketing operations, including what auto dialer they may
7 use, what the script must say and what information must be collected to get
8 paid their commission from Mr. Bouchy.
9
10

11 36. The pre-recorded voice message at the beginning of each telephone
12 solicitation call from Defendant (not a 3rd part or agent) stated: "*Are your*
13 *electric bills too high. Do you want to go solar and never pay another utility*
14 *bill ever again? Press one to be connected to one of our solar experts*" or
15 similar words to that affect. The TCPA does not require a plaintiff to be
16 able to memorize and regurgitate every word that every telemarketer states.
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19 37. Plaintiff Ewing registered his cell phone number on the DNC on February
20 16, 2012, for the express purpose that he would not receive unsolicited calls.
21
22 Plaintiff Ewing has gone even further to pay for various web pages
23 informing the world of telemarketers to not call him or else they will be
24 sued.
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1 38. Plaintiff Ewing's phone number is not associated with a business and is
2 used for personal, private residential use only. Notwithstanding, mixed use
3 phones are still fully protected.
4

5 39. Said dialing system has the capacity to store and randomly generate phone
6 numbers and to dial those numbers without human intervention.
7

8 40. Plaintiff Ewing never provided his phone number or his consent to
9 Defendant Freedom Forever to receive any solicitation from them. Prior to
10 receiving the calls, Plaintiff had never visited any location or internet web
11 page owned, used, or controlled by Defendant Freedom Forever.
12

13 41. The phone calls placed to Plaintiff's cellular telephone were placed via an
14 "automatic telephone dialing system," ("ATDS") as defined by 47 U.S.C.
15 §227 (a)(1) as prohibited by 47 U.S.C. § 227 (b)(1)(A). At one or more
16 instance during these calls, Defendant Freedom Forever utilized an
17 "artificial or prerecorded voice" as prohibited by 47 U.S.C. § 227(b)(1)(A).
18

19 42. Plaintiff is not a customer of Defendant's services and has never provided
20 any personal information, including his cellular telephone number, to
21 Defendant FREEDOM Forever for any purpose whatsoever. In addition,
22 Plaintiff told Defendant FREEDOM Forever at least once to stop contacting
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1 him and Plaintiff has been registered on the Do-Not-Call Registry for at least
2 thirty (30) days prior to Defendant Freedom Forever contacting him.

3
4 43. Defendant Freedom Forever did not make the telephone solicitations in
5 error.

6
7 44. Defendant's initial portion of each call shown above, was a violation of 47
8 USC §227(b)(1)(A) because it was initially a prerecorded artificial voice.

9
10 45. Since Defendant has failed to provide a copy of its DNC policies and
11 training procedures, within 30 days, then Defendant has violated the FCC
12 and FTC regulations that are incorporated into 27 USC §227.

13
14 **CLAIM FOR RELIEF**
15 **Telephone Consumer Protection Act**
16 **(Violation of 47 U.S.C. § 227(b)(1)(A) and (c)(5))**
17 **(Against Defendant FREEDOM Forever)**

18 46. Plaintiff Ewing repeats and realleges paragraphs 1 through 45 of this
19 Complaint and incorporates them by reference.

20 47. The TCPA's implementing regulation, 47 C.F.R. § 64.1200(c), provides
21 that "[n]o person or entity shall initiate any telephone solicitation" to "[a]
22 residential telephone subscriber who has registered her or her telephone
23 number on the national do-not-call registry of persons who do not wish to
24 receive telephone solicitations that is maintained by the federal
25 government."
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1 48. Any “person who has received more than one telephone call within any 12-
2 month period by or on behalf of the same entity in violation of the
3 regulations prescribed under this subsection may” may bring a private action
4 based on a violation of said regulations, which were promulgated to protect
5 telephone subscribers’ privacy rights to avoid receiving telephone
6 solicitations to which they object. 47 U.S.C. § 227(c).
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9 49. Defendant FREEDOM Forever violated 47 C.F.R. § 64.1200(c) by
10 initiating, or causing to be initiated, telephone solicitations to telephone
11 subscribers such as Plaintiff and the Do Not Call Registry participants
12 (including Ewing) who registered their respective telephone numbers on the
13 National Do Not Call Registry, a listing of persons who do not wish to
14 receive telephone solicitations that is maintained by the federal government.
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16

17 50. Defendant FREEDOM Forever failed to obtain any prior express consent
18 that included, as required by 47 C.F.R. § 64.1200(f)(8)(i), a “clear and
19 conspicuous” disclosure informing the person signing that:
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21

22 (A) By executing the agreement, such person authorizes the seller to
23 deliver or cause to be delivered to the signatory telemarketing text
24 messages using an automatic telephone dialing system; and

25 (B) The person is not required to sign the agreement (directly or
26 indirectly), or agree to enter into such an agreement as a condition
27 of purchasing any property, goods, or services.

1 51. As a result of Defendant's conduct as alleged herein, Plaintiff suffered
2 actual damages and, under section 47 U.S.C. § 227(c), is entitled, *inter alia*,
3 to receive up to \$500 in damages for such violations of 47 C.F.R. § 64.1200.
4

5 52. Defendant FREEDOM Forever used an ATDS to dial Plaintiff's phone
6 number to play its artificial prerecorded voice message.
7

8 53. By making unsolicited calls to Plaintiff's cellular telephone without prior
9 express consent, and by utilizing an ATDS, Defendant FREEDOM Forever
10 violated 47 U.S.C. § 227(b)(1)(A)(iii).
11

12 54. To the extent Defendant's misconduct is determined to be willful and
13 knowing, the Court should, pursuant to 47 U.S.C. § 227(c)(5), treble the
14 amount of statutory damages recoverable by Plaintiff.
15

16 55. Defendant FREEDOM FOREVER violated 47 USC §227(b)(1)(A) by using
17 an artificial prerecorded voice message with an ATDS, for which Plaintiff is
18 entitled to \$500 for each negligent violation and \$1500 for each willful or
19 knowing violation.
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22 56. 47 C.F.R. § 64.1200(e), provides that § 64.1200(c) and (d) "are applicable
23 to any person or entity making telephone solicitations or telemarketing calls
24 to wireless telephone numbers to the extent described in the Commission's
25 Report and Order, CG Docket No. 02-278, FCC 03-153, '*Rules and*
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27

1 *Regulations Implementing the Telephone Consumer Protection Act of*
2 *1991.*” The Report and Order, in turn, provides as follows:

3
4 “The Commission’s rules provide that companies making telephone
5 solicitations to residential telephone subscribers must comply with time of
6 day restrictions and must institute procedures for maintaining do-not-call
7 lists. For the reasons described above, we conclude that these rules apply to
8 calls made to wireless telephone numbers. We believe that wireless
9 subscribers should be afforded the same protections as wireline subscribers.”
10

11
12 57. 47 C.F.R. § 64.1200(d) further provides that “[n]o person or entity shall
13 initiate any call for telemarketing purposes to a residential telephone
14 subscriber unless such person or entity has instituted procedures for
15 maintaining a list of persons who request not to receive telemarketing call
16 made by or on behalf of that person or entity. The procedures instituted must
17 meet the following minimum standards:
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- 20
21 (1) Written policy. Persons or entities making calls for telemarketing
22 purposes must have a written policy, available upon demand, for
23 maintaining a do-not-call list.
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1 (2) Training of personnel engaged in telemarketing. Personnel
2 engaged in any aspect of telemarketing must be informed and
3 trained in the existence and use of the do-not-call list.
4

5 (3) Recording, disclosure of do-not-call requests. If a person or entity
6 making a call for telemarketing purposes (or on whose behalf such
7 a call is made) receives a request from a residential telephone
8 subscriber not to receive calls from that person or entity, the
9 person or entity must record the request and place the subscriber's
10 name, if provided, and telephone number on the do-not-call list at
11 the time the request is made. Persons or entities making calls for
12 telemarketing purposes (or on whose behalf such calls are made)
13 must honor a residential subscriber's do-not-call request within a
14 reasonable time from the date such request is made. This period
15 may not exceed thirty days from the date of such request . . .
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21 (4) Identification of sellers and telemarketers. A person or entity
22 making a call for telemarketing purposes must provide the called
23 party with the name of the individual caller, the name of the
24 person or entity on whose behalf the call is being made, and a
25 telephone number or address at which the person or entity may be
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1 contacted. The telephone number provided may not be a 900
2 number or any other number for which charges exceed local or
3 long-distance transmission charges.
4

5 (5) Affiliated persons or entities. In the absence of a specific request
6 by the subscriber to the contrary, a residential subscriber's do-not-
7 call request shall apply to the particular business entity making the
8 call (or on whose behalf a call is made), and will not apply to
9 affiliated entities unless the consumer reasonably would expect
10 them to be included given the identification of the caller and the
11 product being advertised.
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15 (6) Maintenance of do-not-call lists. A person or entity making calls
16 for telemarketing purposes must maintain a record of a consumer's
17 not to receive further telemarketing calls. A do-not-call request
18 must be honored for 5 years from the time the request is made.
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21 58. As a result of all Defendant's knowing and/or willful violations of 47
22 U.S.C. § 227 et seq., Plaintiff is entitled an award of \$1,500.00 in statutory
23 damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B)
24 and 47 U.S.C. § 227(b)(3)(C).
25

26 **PRAYER FOR RELIEF**
27

1 **WHEREFORE**, Plaintiff Ewing, individually, prays for the following relief:

- 2 a) Damages as provided by statute and in the discretion of the Court;
- 3
- 4 b) An award of actual and/or statutory damages and costs plus treble
- 5 damages if willful or knowing violations are shown;
- 6
- 7 c) An order declaring that Defendant's actions, as set out above, violate the

8 TCPA;

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- 10 d) As a result of all Defendant's negligent violations of 47 U.S.C. §227(b)(1)
- 11 and §227(c)(5), Plaintiff is entitled to and requests \$500 in statutory
- 12 damages, for each and every violation, pursuant to 47 U.S.C. 227(b)(3)(B)
- 13 plus treble damages (\$1,500 per call), a total of \$3,000 per call
- 14
- 15 under the TCPA;

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- 17 e) An injunction requiring Defendant to cease all unsolicited calling
- 18 activity that violates the TCPA, and to otherwise protect the interests
- 19 Plaintiff Ewing;

- 20
- 21 f) Such further and other relief as the Court deems just and proper.

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JURY DEMAND

Plaintiff Ewing requests a jury trial as provided in the seventh Amendment to the United States Constitution.

Dated this 5th day of April, 2025.

/s/ Anton Ewing

Anton A. Ewing, Plaintiff

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