

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TARANEH VESSAL,

Plaintiff,

v.

ALARM.COM, INC.,

Defendant.

Case No. 1:17-cv-02188

Hon. Sharon Johnson Coleman

**FIRST AMENDED COMPLAINT**

NOW comes TARANEH VESSAL (“Plaintiff”), by and through her attorneys, Sulaiman Law Group, Ltd. (“Sulaiman”), complaining as to the conduct of ALARM.COM, INC. (“Defendant”) as follows:

**NATURE OF THE ACTION**

1. Plaintiff brings this action for damages pursuant to the Telephone Consumer Protection Act (“TCPA”) under 47 U.S.C. §227 and the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) under 815 ILCS 505/1 for Defendant’s unlawful practices.

**JURISDICTION AND VENUE**

2. This action arises under and is brought pursuant to the TCPA. Subject matter jurisdiction is conferred upon this Court by 47 U.S.C §227, 28 U.S.C. §§1331 and 1337, as the action arises under the laws of the United States and supplemental jurisdiction exists for the state law claim pursuant to 28 U.S.C. §1367.

3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Defendant conducts business in the Northern District of Illinois and a substantial portion the events or omissions giving rise to the claims occurred within the Northern District of Illinois.

**PARTIES**

4. Plaintiff is a natural person over 18 years-of-age residing in Oak Brook, Illinois, which falls within the Northern District of Illinois.

5. Plaintiff is a “person” as defined by 47 U.S.C. §153(39).

6. Defendant provides interactive security and home alarm monitoring solutions for residential and commercial properties across the country. To generate subscribers, Defendant relies on a network of third-party authorized dealers to make telemarketing calls to consumers across the country, including in Illinois, and then enters into contractual relationships and services the relationships with new customers that result from those telemarketing calls. Organized under the laws of the State of Delaware, Defendant’s principal place of business is located at 8281 Greensboro Drive, Suite 100, Tysons, Virginia.

7. Defendant is a “person” as defined by 47 U.S.C. §153(39).

8. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers, including its authorized dealers, at all time relevant to the instant action.

**FACTS SUPPORTING CAUSES OF ACTION**

9. Plaintiff’s cellular phone was registered on the Do-Not-Call Registry many years ago, and she renewed her registration around March 2016.

10. Shortly after this renewal in March 2016, Plaintiff began receiving calls to her cellular phone, (312) XXX-8257, from entities soliciting her to purchase Defendant's home security system.

11. At all times relevant, Plaintiff was the sole subscriber, owner, and operator of the cellular phone ending in 8257. Plaintiff is and has always been financially responsible for the cellular phone and its services.

12. Defendant does not sell its services directly to consumers, but rather partners with authorized third party dealers throughout the country.

13. Defendant charges the authorized dealers a fee for each consumer account that the dealer maintains with its services.

14. Defendant controls details regarding the authorized dealer's sale, installation, maintenance, and support of the home security systems they solicit to consumers on their behalf.

15. Defendant also exercises control over these dealers by retaining the right to discipline and terminate these relationships when a dealer violates the TCPA.

16. Defendant, through its authorized dealers, has used a variety of phone numbers when placing calls to Plaintiff's cellular phone, including but not limited to: (412) 465-1133, (817) 665-8325, (512) 425-0271, (443) 681-5711, (312) 465-3520, (312) 653-0515, (530) 309-0192, (518) 418-7004, (724) 512-8026, (813) 252-2332, (602) 197-2928, (216) 164-6484, (949) 261-2111, (216) 164-6484, (312) 690-7336, (239) 872-8829, (312) 436-1280, (947) 333-9083, (516) 874-6336, (401) 200-8667, (407) 874-1110, (424) 343-8298, (430) 803-0538, (424) 343-8298, (440) 252-9577, (312) 982-7375, (281) 710-0060, (209) 407-5827, (813) 682-1406, (330) 708-1480, (347) 899-4282, (470) 298-3002, (617) 944-9569, (430) 803-0538, (424) 343-8298, (760) 209-8253, (440) 252-9577, (720) 450-9606, (424) 356-2554, (530) 982-0028, (701) 805-0475, (702)

359-3885, (717) 510-9668, (312) 724-6393, (540) 628-9534, (803) 573-1058, (760) 209-8253, (419) 509-0381, (203) 760-0128, (217) 438-0007, (703) 626-1287, (309) 898-9009, (213) 395-9083, (313) 209-6225, (407) 874-1118, (650) 935-7220, and (559) 318-2040.

17. Upon information and belief, these phone numbers are regularly utilized by third party lead generators, which are authorized by Defendant to make illegal solicitation calls to consumers.

18. Prior to receiving their phone calls, Plaintiff was not aware of what Defendant was or why it would be having different entities calling her. Plaintiff was repeatedly confused on the solicitation calls, often questioning representatives as to why they were calling her and who they are calling on behalf of.

19. After speaking with Defendant's dealers, Plaintiff discovered that it was trying to solicit her to purchase its "3-in-1 wireless home security system."

20. All of these phone calls, authorized by Defendant, were attempts to solicit consumers to purchase its products and services.

21. Plaintiff has been contacted on her cellular phone from a handful of Defendant's authorized third party dealers, including but not limited to: American Home Security, American Security Services, Central Security Group, United Security, and Bayside Security.

22. Upon information and belief, all of these authorized dealers have entered into an agreement with Defendant.

23. Some of these authorized dealers, upon being asked for their website address, have even directed Plaintiff to "Alarm.com."

24. Plaintiff is unaware as to how Defendant obtained her information, as she was not interested in obtaining its security services.

25. When Plaintiff answers calls from Defendant’s authorized dealers, she experiences a pre-recorded message offering her options to either opt out or to speak with a representative.

26. Plaintiff, upon answering many calls, has followed the prompts to opt-out, including but not limited to the following dates and corresponding phone numbers:

March 22, 2016	(512) 425-0271
May 28, 2016	(813) 252-2332
June 2, 2016	(949) 261-2111
July 20, 2016	(430) 803-0538
August 10, 2016	(760) 209-8253
August 25, 2016	(540) 628-9534
August 29, 2016	(760) 209-8253
September 14, 2016	(213) 395-9083
September 23, 2016	(650) 935-7220

27. Plaintiff also spoke with representatives on multiple occasions, repeatedly demanding that it remove her phone number from their call lists and stop contacting her.

28. For instance, in July 2016, Plaintiff spoke with a representative from United Security, to whom she stated, “I asked twice to be removed, why are you calling me?” and “Remove me from your list.” United Security’s representative stated, “I will take you off the list,” and “You will be removed from our database.”

29. Upon information and belief, United Security is a third party lead generator that Defendant authorized to hire for purposes of telemarketing Defendant’s services.

30. Plaintiff has also spoken with a representative named “Jen” from Central Security Group, to whom she stated, “Don’t call me again.” Jen responded by saying “I’ll put you on the list right now.”

31. Upon information and belief, Central Security Group is a third party lead generator that Defendant authorized to hire for purposes of telemarketing Defendant’s services.

32. On September 14, 2016, Plaintiff spoke with another authorized dealer, and stated, "I want to be removed. I keep asking. What does it take to be off the list?"

33. On September 27, 2016, Plaintiff spoke with a representative named "Jonas" from American Security Services. Jonas told Plaintiff that he was calling on behalf of Monitronics and she told him that she was "not interested."

34. Upon information and belief, Defendant has a dealer agreement with Monitronics.

35. On September 29, 2016, Plaintiff spoke with a representative named "Jason" from American Home Security, to whom she stated, "I didn't ask you to call me." Jason responded by saying "Most of our customers felt the same way." Plaintiff then told him, "Stop calling me. I asked to be removed." Jason told her, "We'll take you off our list."

36. Upon information and belief, American Home Security is a third party lead generator that Defendant authorized to hire for purposes of telemarketing Defendant's services.

37. Despite Plaintiff's countless efforts to opt out as well as demanding that the calls stop, Defendant's authorized dealers have continued to regularly call her cellular phone throughout 2016.

38. Defendant has also authorized its agents to call Plaintiff's cellular phone multiple times in the same day.

39. Since asking its authorized dealers to stop calling, Plaintiff has received not less than 75 phone calls authorized by Defendant.

40. Frustrated over the persistent calls, Plaintiff spoke with Sulaiman regarding her rights resulting in costs and expenses.

41. Plaintiff has suffered financial loss as a result of Defendant's unlawful actions.

42. Plaintiff has been unfairly harassed by Defendant's actions.

43. Plaintiff has suffered concrete harm as a result of Defendant's actions, including but not limited to, invasion of privacy, aggravation that accompanies solicitation telephone calls, emotional distress, increased risk of personal injury resulting from the distraction caused by the never-ending calls, increased usage of her telephone services, loss of cellular phone capacity, diminished cellular phone functionality, decreased battery life on her cellular phone, and diminished space for data storage on her cellular phone.

**COUNT I – VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT**

44. Plaintiff repeats and realleges paragraphs 1 through 43 as though fully set forth herein.

45. The TCPA, pursuant to 47 U.S.C. § 227(b)(1)(iii), prohibits calling persons on their cellular phone using an automatic telephone dialing system (“ATDS”) without their consent. The TCPA, under 47 U.S.C. § 227(a)(1), defines an ATDS as “equipment which has the capacity...to store or produce telephone numbers to be called, using a random or sequential number generator; and to dial such numbers.”

46. Defendant, through its authorized dealers, used an ATDS in connection with its communications directed towards Plaintiff. The pre-recorded message that Plaintiff experienced during answered calls before either attempting to opt out or being connected to a representative, is instructive that an ATDS was being used. Similarly, the frequency and nature of Defendant's calls are indicative of an ATDS.

47. Defendant violated the TCPA by authorizing at least 75 phone calls, which were placed to Plaintiff's cellular phone using an ATDS without her consent. Plaintiff was never interested in any of these home security services, yet, she was still bombarded with phone calls on a daily basis. Any consent Plaintiff *may* have given to Defendant was explicitly revoked by her incessant

demands to cease contact, as well as her multiple efforts to opt out using the prompts provided by Defendant in its solicitation calls.

48. The calls authorized by Defendant were regarding solicitation and not for emergency purposes as defined by the TCPA under 47 U.S.C. §227(b)(1)(A)(i).

49. Under the TCPA, pursuant to 47 U.S.C. § 227(b)(3)(B), Defendant is liable to Plaintiff for at least \$500.00 per call. Moreover, Defendant's willful and knowing violations of the TCPA should trigger this Honorable Court's ability to triple the damages to which Plaintiff is otherwise entitled to under 47 U.S.C. § 227(b)(3)(C).

WHEREFORE, Plaintiff, TARANEH VESSAL, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declaring that the practices complained of herein are unlawful and violate the aforementioned statutes and regulations;
- b. Awarding Plaintiff damages of at least \$500.00 per phone call and treble damages pursuant to 47 U.S.C. §§ 227(b)(3)(B)&(C);
- c. Awarding Plaintiff costs and reasonable attorney fees;
- d. Enjoining Defendant and its authorized dealers from further contacting Plaintiff; and
- e. Awarding any other relief as this Honorable Court deems just and appropriate.

**COUNT II – VIOLATIONS OF THE ILLINOIS  
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

50. Plaintiff restates and realleges paragraphs 1 through 49 as though fully set forth herein.

51. Plaintiff is a "person" and "consumer" as defined by 815 ILCS 505/1(c) and (e) of the ICFA.

52. Defendant's authorized solicitation calls to Plaintiff are "trade" and "commerce" as defined by 815 ILCS 505/1(f) of the ICFA.

53. The ICFA states:

“Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

54. Defendant violated 815 ILCS 505/2 by engaging in unfair and deceptive acts or practices in contacting Plaintiff. It was unfair for Defendant, through its authorized dealers, to relentlessly contact Plaintiff through means of an ATDS when she not only orally requested that it no longer do so on a number of occasions, but also when she followed its prompts to opt out countless times as well. Plaintiff repeatedly stated that she was not interested in its home security services and to stop calling her. Defendant ignored Plaintiff’s requests and unfairly continued to systematically authorize at least 75 calls to her cellular phone after she made her requests. Following its characteristic behavior in engaging with authorized dealers to place voluminous solicitation phone calls to consumers, the calls here were placed with the hope that Plaintiff would succumb to its harassing behavior and purchase Defendant’s home security services.

55. Defendant has also authorized multiple calls to Plaintiff’s cellular phone in the same day, even after being told to cease calling. Placing multiple calls in a short amount of time is extremely harassing behavior that amounts to unfair practice, especially after Plaintiff opted out numerous times in addition to demanding that Defendant remove her phone number from its lists and stop calling her.

56. Furthermore, Defendant, through its authorized dealers, used over 60 different phone numbers with a wide-array of area codes when contacting Plaintiff’s cellular phone. This is extremely deceptive behavior, since Defendant is attempting to trick Plaintiff into answering their

phone calls and ultimately signing up for their security services. Even after the countless times Plaintiff opted out and stated that she did not want to receive any more phone calls, Defendant then doubled-down on its solicitation efforts by using different phone numbers and different authorized dealers to confuse Plaintiff into answering its calls with the hopes of forcing her to purchase its services.

57. Defendant's authorized dealers have even acknowledged that their behavior was deceptive. For example, when Plaintiff answered a phone call from American Home Security and informed it that she never asked it to call her, its representative Jason, told Plaintiff "Most of our customers felt the same way." This response illustrates how Defendant obtains business by harassing customers into submission. Defendant's modus operandi includes placing an incessant amount of phone calls with the belief that the consumer will eventually succumb to the harassment and purchase their security services.

58. Defendant has also unfairly and deceptively lied to Plaintiff when its dealers assured her that they would take her off its lists and cease its phone calls. Plaintiff constantly demanded that her phone number be removed from its calling lists and to stop calling her. Defendant's dealers often responded using various language, such as "I will take you off the list," "You will be removed from our database," "I'll put you on the list right now," and "We'll take you off our list." These comments were continuously relayed to Plaintiff, but yet, Defendant's authorized phone calls persisted, which places a spotlight on its deceptive and unfair behavior, as it has continuously defied its assurances.

59. The ICFA was designed to protect consumers, such as Plaintiff, from the exact behavior committed by Defendant.

60. The ICFA further states:

“Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper.” 815 ILCS 505/10a.

61. As pled in paragraphs 37 through 43, Plaintiff has suffered actual damages as a result of Defendant’s unlawful solicitation practices. As such, Plaintiff is entitled to relief pursuant to 815 ILCS 505/10a. An award of punitive damages is appropriate because Defendant’s conduct was outrageous, willful and wanton, and showed a reckless disregard for the rights of Plaintiff. Plaintiff had not used Defendant’s security services in the past, but yet, she was still attacked with solicitation phone calls even after notifying it that she was not interested in its services and to stop calling her. Despite Plaintiff’s numerous demands and efforts to opt out, Defendant continued to violate the law by authorizing its dealers to engage in a phone call campaign against her. Upon information and belief, Defendant regularly engages in the above described behavior against consumers in Illinois and for public policy reasons should be penalized.

WHEREFORE, Plaintiff, TARANEH VESSAL, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declaring that the practices complained of herein are unlawful and violate the aforementioned statutes and regulations;
- b. Awarding Plaintiff actual and punitive damages, in an amount to be determined at trial, for the underlying violations;
- c. Awarding Plaintiff costs and reasonable attorney fees;
- d. Enjoining Defendant from further contacting Plaintiff; and
- e. Awarding any other relief as this Honorable Court deems just and appropriate.

Dated: June 2, 2017

s/ Nathan C. Volheim

Nathan C. Volheim, Esq. #6302103  
Counsel for Plaintiff  
Admitted in the Northern District of Illinois  
Sulaiman Law Group, Ltd.  
900 Jorie Boulevard, Suite 150  
Oak Brook, Illinois 60523  
(630) 575-8181 x113 (phone)  
(630) 575-8188 (fax)  
nvolheim@sulaimanlaw.com

Respectfully submitted,

s/Taxiarchis Hatzidimitriadis

Taxiarchis Hatzidimitriadis, Esq. #6319225  
Counsel for Plaintiff  
Admitted in the Northern District of Illinois  
Sulaiman Law Group, Ltd.  
900 Jorie Boulevard, Suite 150  
Oak Brook, Illinois 60523  
(630) 575-8181 x110 (phone)  
(630) 575-8188 (fax)  
thatz@sulaimanlaw.com