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January 23, 2015

REFER TO FILE NO.
101717-001

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Petition of American Institute For Foreign Study, Inc. for Waiver of Opt Out Requirement Pursuant to FCC 14-164
CG Docket Nos. 02-278 and 05-338

Dear Sir/Madam:

On behalf of American Institute For Foreign Study, Inc., enclosed please find its original and four (4) copies of a Petition for Waiver of the requirements of 47 C.F.R. §64.1200(a) with regard to faxes sent with recipient's prior express consent, filed electronically today, January 23, 2015.

DOCKET FILE COPY

Very truly yours,

SAMUEL FELDMAN

SF/lam
Enc.
cc: Aytan Y. Bellin, Esq. (w/enc.)

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ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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In the Matter of	**CG Docket No. 02-278**
Petition for Waiver of American Institute For Foreign Study, Inc.	**CG Docket No. 05-338**

PETITION FOR WAIVER OF AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

SAMUEL FELDMAN
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Dated: January 23, 2015

30X4576

INTRODUCTION

American Institute For Foreign Study, Inc. ("AIFS") respectfully requests that the Commission grant AIFS a waiver from Section 64.1200(a)(4)(iv) of the Commission's regulations with respect to any facsimiles that have been transmitted by or on behalf of AIFS prior to the date of this Petition. The referenced regulation was promulgated pursuant to the Telephone Consumer Protection AIFS of 1991, as amended by the Junk Fax Prevention Act of 2005 (the "TCPA"), and requires solicited fax advertisements to include the same opt-out notice as unsolicited fax advertisements.

AIFS submits this waiver request in light of the Order that the Commission released in the referenced Dockets on October 30, 2014 (the "October 30 Order"). AIFS is one of many companies that have inappropriately been subjected to putative class action lawsuits for sending alleged facsimile advertisements, regardless of whether the facsimiles were solicited or unsolicited. For reasons that follow, the public interest favors granting the requested waiver.

BACKGROUND

As the Commission knows, putative class action lawsuits are pending across the country that seek windfall recoveries for alleged violations of the TCPA's prohibition on sending unsolicited facsimile advertisements. The lawsuits rely upon the TCPA provision that allows for statutory damages based on any violation of Section 277(b) "or the regulations prescribed [there]under," 47 U.S.C. §277(b)(3), and routinely target both unsolicited and solicited faxes even though the TCPA was not intended to regulate solicited faxes. It is common for these lawsuits to seek millions of dollars in statutory damages for alleged violations that, at best, had a negligible effect on the recipients of the facsimiles. The named plaintiffs in such cases often

participate in name only, deferring entirely to their counsel in the hopes of getting a monetary "incentive" award on top of any statutory damages.

AIFS is currently a defendant in one such TCPA lawsuit.[1] The named plaintiff in AIFS' case has served as a named plaintiff in at least six other TCPA fax lawsuits, and plaintiff's counsel has filed numerous putative TCPA class actions. Not surprisingly, plaintiff's counsel previously submitted comments in these Commission proceedings objecting to any relief being granted to any of the petitioners whose petitions are addressed in the Commission's October 30 Order.[2]

AIFS is headquartered in Stamford Connecticut. Established in 1964, AIFS provides cultural exchange and educational programs in support of its mission to promote cross-cultural exchange. Among other services, AIFS provides programs which enable high school students and college students to study and travel abroad.

The TCPA lawsuit in which AIFS is a defendant was brought by Bais Yaakov of Spring Valley, a small, private religious high school in New York. Bais Yaakov alleges in its Amended Complaint that it received one unsolicited facsimile from AIFS in 2012. Bais Yaakov alleges that AIFS sent unsolicited or solicited facsimile advertisements to thousands of other "persons" (i.e., high schools) across the United States, all of whom Bais Yaakov seeks to represent in a putative class action that seeks millions of dollars in statutory damages.

This Petition does not ask the Commission to resolve specific questions regarding the particular faxes sent by AIFS, such as whether Bais Yaakov or any other entity invited the

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[1] See *Bais Yaakov of Spring Valley v. Richmond, The American International University in London, Inc., et al.* No. 4:13-cv-4564 (CS) (S.D.N.Y.) See Exhibit "A" attached.
[2] See Comments Submitted by Bellin & Associates, CG Docket Nos. 02-278 & 05-338 (Feb. 13, 2014).

faxes or gave AIFS permission to send them, or whether the faxes are "advertisements" within the meaning of the TCPA. Those types of factual determinations are properly left for the district court. AIFS seeks only a limited retroactive waiver from 47 C.F.R. §64.1200(a)(4)(iv), consistent with the waiver that the Commission has provided to similarly situated entities.

ARGUMENT

The TCPA prohibits sending unsolicited advertisements via facsimile. 47 U.S.C. §277(b)(1)(C). There is an exception for unsolicited advertisements faxed pursuant to an established business relationship between the sender and the recipient, so long as the fax includes an opt-out notice that meets various requirements. *Id.* The Commission's rules impose the same opt-out notice requirement on faxes that are sent with the recipient's prior express invitation or permission – i.e., on faxes that are solicited, as opposed to unsolicited. See 47 C.F.R. §64.1200(a)(4)(iv).

To the extent the recipients of AIFS' faxes provided their prior express invitation or permission for AIFS to send them the faxes, the faxes were, by definition, solicited not unsolicited and therefore fall outside the scope of Section 227(b) of the Act. This is true regardless of whether the faxes contained any opt-out notice. Such faxes are not "unwanted faxes,"[3] and allowing a party to be subjected to liability for sending such faxes is not in the public interest. AIFS therefore asks the Commission to waive compliance with Section 64.1200(a)(4)(iv) with respect to all faxes sent by or on behalf of AIFS with a recipient's prior express invitation or permission.

The Commission may waive any provision of its rules "for good cause shown."47 C.F.R. §1.3. Among other instances, good cause exists where the waiver of a rule's application

[3] See Report and Order and Third Order on Reconsideration, CG Dockets No. 02-278 and 05-338, at ¶48, 21 FCC Rcd 3787 (2006).

would be consistent "with the public interest." *Northeast Cellular Tel. Co. v. FCC, 897 F.2d 1164, 1166 (D.C. Cir. 1990)*. That is the situation here.

Indeed, the Commission has already held that a retroactive waiver from Section 64.1200(a)(4)(iv) would serve the public interest for various reasons. See generally October 30 Order at ¶¶22–31. Based upon this holding, the Commission granted waivers to multiple petitioners, *Id.* at ¶36, and held that "similarly situated parties" could "also seek waivers such as those granted in th[e] [October 30] Order," *Id.* at ¶30.

AIFS is similarly situated to the parties to whom waivers were granted in the Commission's October 30 Order. It is filing this Petition within six months of the release of that Order. See October Order at 1. AIFS' waiver request should therefore be granted, for the reasons set forth in the Commission's Order. It does not serve the public interest, the TCPA's statutory purposes, or the interests of equity and justice to impose staggering aggregated statutory damages on AIFS or any other regulated party based upon the sending of facsimiles that Congress never intended be covered by the Act.

CONCLUSION

The Commission should grant AIFS a waiver from 47 C.F.R. §64.1200(a)(4)(iv) for all facsimiles sent by AIFS subsequent to the regulation's effective date and prior to the date of this Petition.

Dated: January 23, 2015

Respectfully submitted,

By: */s/Samuel Feldman*

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Attorneys for American Institute
For Foreign Study, Inc.

DECLARATION

I have read the foregoing Petition for Waiver, and I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

William Gertz
Chief Executive Officer
American Institute for Foreign Study, Inc.

Executed on January 21, 2015

CERTIFICATION OF SERVICE

The undersigned certifies that on January 23, 2015, a copy of American Institute for Foreign Study, Inc. Petition for Waiver was served upon counsel of record at the following address via First Class Mail, postage prepaid:

Aytan Y. Bellin, Esq.
Bellin & Associates, LLC
85 Miles Avenue
White Plains, New York 10606

The undersigned also hereby certifies that on January 22, 2015, the undersigned caused to be filed, by mail and by electronic service, the foregoing Petition for Waiver with the Federal Communications Commission, Office of the Secretary, 445 12th Street, SW, Washington, D.C. 20554.

/s/Samuel Feldman
SAMUEL FELDMAN

Exhibit A

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JAN 28 2015

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BAIS YAAKOV OF SPRING VALLEY, on behalf of itself and all others similarly situated,

Plaintiff,

-vs.-

RICHMOND, THE AMERICAN INTERNATIONAL UNIVERSITY IN LONDON, INC. and AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

Defendants.

7:13 CV 4564 (CS)(PED)

First Amended Complaint

Class Action

Jury Demanded

FIRST AMENDED COMPLAINT

Plaintiff Bais Yaakov of Spring Valley ("Plaintiff"), on behalf of itself and all others similarly situated, alleges as follows:

INTRODUCTION

1. Plaintiff brings this action against Richmond, The American International University in London, Inc. ("Richmond") and the American Institute for Foreign Study, Inc. ("AIFS") (collectively, "Defendants") for violating the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA"). Congress enacted the TCPA in 1991 to prevent the faxing of unsolicited advertisements to persons who had not provided express invitation or permission to receive such faxes. In addition, the TCPA and regulations promulgated pursuant to it prohibit the sending of unsolicited as well as solicited fax advertisements that do not contain properly worded opt-out notices.

2. Upon information and belief, Defendants have caused to be sent out more than nine thousand (9,000) unsolicited and solicited fax advertisements for goods and/or

services without proper opt-out notices to persons throughout the United States within the applicable four-year limitations period. As a result, Defendants are liable under the TCPA to Plaintiff and the proposed classes of similarly situated persons.

JURISDICTION AND VENUE

3. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 47 U.S.C. § 227.

4. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because this is the judicial district in which a substantial part of the events or omissions giving rise to the claims in this case occurred.

THE PARTIES

5. Plaintiff is a New York religious corporation, with its principal place of business located at 11 Smolley Drive, Monsey, New York 10952.

6. Upon information and belief, Richmond is a Delaware corporation.

7. Upon information and belief, AIFS is a Delaware corporation, with its principal place of business located at 9 West Broad Street, Stamford, Connecticut 06902.

DEFENDANTS' ILLEGAL JUNK FAXES

8. At all times relevant to this action, Plaintiff had telephone service on the number 845-356-3132 at its place of business at 11 Smolley Drive, Monsey, New York 10952. Plaintiff receives facsimile transmissions at this number, using a telephone facsimile machine.

9. On or about November 27, 2012, Defendants, without Plaintiff's express invitation or permission, arranged for and/or caused a telephone facsimile machine, computer, or other device to send an unsolicited fax advertisement (the "Fax Advertisement") advertising the commercial availability or quality of property, goods, or

services, to Plaintiff's fax machine located at 11 Smolley Drive, Monsey, New York 10952. A copy of the Fax Advertisement is attached as Exhibit A and incorporated into this First Amended Complaint.

10. Plaintiff did not provide Defendants with express invitation or permission to send Plaintiff any fax advertisements. The Fax Advertisement was wholly unsolicited. The Fax Advertisement also does not contain any opt-out notice. The Fax Advertisement violates the TCPA and regulations thereunder.

11. Upon information and belief, Defendants either negligently or willfully and/or knowingly arranged for and/or caused the Fax Advertisement to be sent to Plaintiff's fax machine.

12. Richmond, from July 1, 2009 through July 1, 2013, either negligently or willfully and/or knowingly sent and/or arranged to be sent well over nine thousand (9000) *unsolicited and/or solicited* fax advertisements advertising the commercial availability or quality of its property, goods, or services to fax machines and/or computers belonging to thousands of persons all over the United States. Those fax advertisements did not contain any opt-out notice.

13. Richmond, from July 1, 2009 through July 1, 2013, either negligently or willfully and/or knowingly sent and/or arranged to be sent well over nine thousand (9000) *unsolicited* fax advertisements advertising the commercial availability or quality of its property, goods, or services, to fax machines and/or computers belonging to thousands of persons throughout the United States. Those facsimile advertisements did not contain any opt-out notice.

14. Richmond caused all the faxes advertising itself to be sent out from July 1, 2009 through July 1, 2013 in the following manner: Richmond contracted with AIFS to

send out fax advertisements about Richmond. In furtherance of its responsibilities under the contract, AIFS created lists of persons to whom to fax the advertisements were to be sent, worked with Richmond on the text and design of the fax advertisements, and paid other companies to physically transmit the faxes on AIFS's behalf, so that AIFS could fulfill its contractual obligation to Richmond to send out the fax advertisements.

15. AIFS, on behalf of Richmond, staffed some of the "College Fairs" procured by AIFS, on behalf of Richmond, through some of the fax advertisements broadcast about Richmond. At those College Fairs, AIFS staff also advertised AIFS's programs.

16. Upon information and belief, AIFS has, from four years prior to the date of the filing of the First Amended Complaint in this action through the present, either negligently or willfully and/or knowingly sent and/or arranged to be sent well over nine thousand (9000) *unsolicited and/or solicited* fax advertisements advertising the commercial availability or quality of its or others' property, goods, or services, to fax machines and/or computers belonging to thousands of persons all over the United States. Upon information and belief, those fax advertisements did not contain any opt-out notice.

17. Upon information and belief, AIFS has, from four years prior to the date of the filing of the First Amended Complaint in this action through the present, either negligently or willfully and/or knowingly sent and/or arranged to be sent well over nine thousand (9000) *unsolicited* fax advertisements advertising the commercial availability or quality of its or others' property, goods, or services, to fax machines and/or computers belonging to thousands of persons throughout the United States. Upon information and belief, those facsimile advertisements did not contain any opt-out notice.

18. Upon information and belief, AIFS arranged for all of the fax

advertisements described above, including the Fax Advertisement attached as Exhibit A, to be physically sent out by creating lists of persons to whom to fax the advertisements would be sent, by participating in the design and wording of the fax advertisements, and by using third parties to arrange for the physical transmission of the fax advertisements over telephone lines to persons on the lists created by AIFS.

19. Some of the fax advertisements described in paragraphs 16-18 advertised AIFS's own programs and services. AIFS was the "sender" of those faxes for purposes of the TCPA. The remaining fax advertisements described in paragraphs 16-18 were fax advertisements that AIFS was contractually obligated to others to cause to be sent out. By using third parties to arrange for the physical transmission of such fax advertisements, AIFS was the "sender" of them for purposes of the TCPA because the third parties caused the transmission of those fax advertisements on behalf of AIFS to fulfill AIFS's contractual responsibilities.

CLASS ALLEGATIONS

20. Plaintiff brings this class action on behalf of itself and all others similarly situated under Rules 23(a) and 23(b)(1)-(3) of the Federal Rules of Civil Procedure.

21. Plaintiff seeks to represent four classes (collectively, the "Classes") of persons, each defined as follows:

Class A: All persons to whom Richmond sent or caused to be sent, from July 1, 2009 through July 1, 2013, at least one *solicited or unsolicited* facsimile advertisement advertising the commercial availability or quality of property, goods, or services that lacked an opt-out notice.

Class B: All persons to whom Richmond sent or caused to be sent, from July 1, 2009 through July 1, 2013, at least one *unsolicited* facsimile advertisement

advertising the commercial availability or quality of property, goods, or services that lacked an opt-out notice.

Class C: All persons to whom AIFS sent or caused to be sent, from four years prior to the date of the filing of the First Amended Complaint through the present, at least one *solicited or unsolicited* facsimile advertisement advertising the commercial availability or quality of property, goods, or services that lacked an opt-out notice.

Class D: All persons to whom AIFS sent or caused to be sent, from four years prior to the date of the filing of the First Amended Complaint through the present, at least one *unsolicited* facsimile advertisement advertising the commercial availability or quality of property, goods, or services that lacked an opt-out notice.

22. Numerosity: The Classes are so numerous that joinder of all individual members in one action would be impracticable. The disposition of the individual claims of the respective class members through this class action will benefit the parties and this Court. Upon information and belief there are, at a minimum, thousands of class members of Classes A, B, C and D. The Classes' sizes and the identities of the individual members thereof are ascertainable through Defendants' records, including Defendants' fax and marketing records.

23. Members of the Classes may be notified of the pendency of this action by techniques and forms commonly used in class actions, such as by published notice, e-mail notice, website notice, fax notice, first class mail, or combinations thereof, or by other methods suitable to the Classes and deemed necessary and/or appropriate by the Court.

24. Typicality: Plaintiff's claims are typical of the claims of the members of Class A because the claims of Plaintiff and members of Class A are based on the same legal theories and arise from the same unlawful conduct. Among other things, Plaintiff and members of Class A were sent or caused to be sent by Richmond at least one fax advertisement advertising the commercial availability or quality of property, goods, or services that lacked any opt-out notice.

25. Plaintiff's claims are typical of the claims of the members of Class B because the claims of Plaintiff and members of Class B are based on the same legal theories and arise from the same unlawful conduct. Among other things, Plaintiff and members of Class B were sent or caused to be sent by Richmond, without Plaintiff's or the Class B members' express permission or invitation, at least one fax advertisement advertising the commercial availability or quality of property, goods, or services that lacked any opt-out notice.

26. Plaintiff's claims are typical of the claims of the members of Class C because the claims of Plaintiff and members of Class C are based on the same legal theories and arise from the same unlawful conduct. Among other things, Plaintiff and members of Class C were sent or caused to be sent by AIFS at least one fax advertisement advertising the commercial availability or quality of property, goods, or services that lacked any opt-out notice.

27. Plaintiff's claims are typical of the claims of the members of Class D because the claims of Plaintiff and members of Class D are based on the same legal theories and arise from the same unlawful conduct. Among other things, Plaintiff and members of Class D were sent or caused to be sent by AIFS, without Plaintiff's or the Class D members' express permission or invitation, at least one fax advertisement

advertising the commercial availability or quality of property, goods, or services that lacked any opt-out notice.

28. Common Questions of Fact and Law: There is a well-defined community of common questions of fact and law affecting the Plaintiff and members of the Classes. The questions of fact and law common to Plaintiff and Class A predominate over questions that may affect individual members, and include:

(a) Whether Richmond's sending and/or causing to be sent to Plaintiff and the members of Class A, by facsimile, computer or other device, fax advertisements advertising the commercial availability or quality of property, goods or services that lacked any opt-out notice violated 47 U.S.C. § 227(b) and the regulations thereunder;

(b) Whether Richmond's sending and/or causing to be sent such fax advertisements was knowing or willful;

(c) Whether Plaintiff and the members of Class A are entitled to statutory damages, triple damages and costs for Richmond's conduct; and

(d) Whether Plaintiff and members of Class A are entitled to a permanent injunction enjoining Richmond from continuing to engage in its unlawful conduct.

29. The questions of fact and law common to Plaintiff and Class B predominate over questions that may affect individual members, and include:

(a) Whether Richmond's sending and/or causing to be sent to Plaintiff and the members of Class B, without Plaintiff's or the Class B members' express invitation or permission, by facsimile, computer or other device, fax advertisements advertising the commercial availability or quality of property,

goods, or services that lacked any opt-out notice violated 47 U.S.C. § 227(b) and the regulations thereunder;

(b) Whether Richmond's sending and/or causing to be sent to Plaintiff and the members of Class B such unsolicited fax advertisements was knowing or willful;

(c) Whether Plaintiff and the members of Class B are entitled to statutory damages, triple damages and costs for Richmond's conduct; and

(d) Whether Plaintiff and members of Class B are entitled to a permanent injunction enjoining Richmond from continuing to engage in its unlawful conduct.

30. The questions of fact and law common to Plaintiff and Class C predominate over questions that may affect individual members, and include:

(a) Whether AIFS's sending and/or causing to be sent to Plaintiff and the members of Class C, by facsimile, computer or other device, fax advertisements advertising the commercial availability or quality of property, goods or services that lacked an opt-out notice violated 47 U.S.C. § 227(b) and the regulations thereunder;

(b) Whether AIFS's sending and/or causing to be sent such fax advertisements was knowing or willful;

(c) Whether Plaintiff and the members of Class C are entitled to statutory damages, triple damages and costs for AIFS's conduct; and

(d) Whether Plaintiff and members of Class C are entitled to a permanent injunction enjoining AIFS from continuing to engage in its unlawful conduct.

31. The questions of fact and law common to Plaintiff and Class D

predominate over questions that may affect individual members, and include:

(a) Whether AIFS's sending and/or causing to be sent to Plaintiff and the members of Class D, without Plaintiff's or the Class D members' express invitation or permission, by facsimile, computer or other device, fax advertisements advertising the commercial availability or quality of property, goods, or services that lacked any opt-out notice violated 47 U.S.C. § 227(b) and the regulations thereunder;

(b) Whether AIFS's sending and/or causing to be sent to Plaintiff and the members of Class D such unsolicited fax advertisements was knowing or willful;

(c) Whether Plaintiff and the members of Class D are entitled to statutory damages, triple damages and costs for AIFS's conduct; and

(d) Whether Plaintiff and members of Class D are entitled to a permanent injunction enjoining AIFS from continuing to engage in its unlawful conduct.

32. Adequacy of Representation: Plaintiff is an adequate representative of the Classes because its interests do not conflict with the interests of the members of the Classes. Plaintiff will fairly, adequately and vigorously represent and protect the interests of the members of the Classes, and has no interests antagonistic to the members of the Classes. Plaintiff has retained counsel who are competent and experienced in litigation in the federal courts, class action litigation, and TCPA cases.

33. Superiority: A class action is superior to other available means for the fair and efficient adjudication of the Classes' claims. While the aggregate damages that may be awarded to the members of the Classes are likely to be substantial, the damages suffered by individual members of the Classes are relatively small. The expense and burden of individual litigation makes it economically infeasible and procedurally

impracticable for each member of the Classes to individually seek redress for the wrongs done to them. The likelihood of the individual Class members' prosecuting separate claims is remote. Plaintiff is unaware of any other litigation concerning this controversy already commenced against either of the Defendants by any member of the Classes.

34. Individualized litigation also would present the potential for varying, inconsistent or contradictory judgments, and would increase the delay and expense to all parties and the court system resulting from multiple trials of the same factual issues. The conduct of this matter as a class action presents fewer management difficulties, conserves the resources of the parties and the court system, and would protect the rights of each member of the Classes. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

35. Injunctive Relief: Defendants have acted on grounds generally applicable to the members of Classes A, B, C and D, making final injunctive relief appropriate with respect to Classes A, B, C and D.

FIRST CLAIM AGAINST RICHMOND FOR VIOLATION OF THE TCPA

36. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

37. By the conduct described above, Richmond committed more than nine thousand (9000) violations of 47 U.S.C. § 227(b) against Plaintiff and the members of Class A, to wit: the fax advertisements Richmond sent and/or caused to be sent to Plaintiff and the members of Class A were either (a) unsolicited and did not contain a notice satisfying the requirements of the TCPA and regulations thereunder, or (b) solicited and did not contain a notice satisfying the requirements of the TCPA and regulations thereunder.

38. Plaintiff and the members of Class A are entitled to statutory damages under 47 U.S.C. § 227(b) in an amount greater than four million, five hundred thousand dollars ($4,500,000).

39. If it is found that Richmond willfully and/or knowingly sent and/or caused to be sent fax advertisements that did not contain a notice meeting the requirements of the TCPA and regulations thereunder to Plaintiff and the members of Class A, Plaintiff requests that the Court increase the damage award against Richmond to three times the amount available under 47 U.S.C. § 227(b)(3)(B), as authorized by 47 U.S.C. § 227(b)(3).

SECOND CLAIM AGAINST RICHMOND

FOR VIOLATION OF THE TCPA

40. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

41. By the conduct described above, Richmond committed more than nine thousand (9000) violations of 47 U.S.C. § 227(b) against Plaintiff and the members of Class B, to wit: the fax advertisements Richmond sent and/or caused to be sent to Plaintiff and the members of Class B were unsolicited and did not contain notices satisfying the requirements of the TCPA and regulations thereunder.

42. Plaintiff and the members of Class B are entitled to statutory damages under 47 U.S.C. § 227(b) in an amount greater than four million, five hundred thousand dollars ($4,500,000).

43. If it is found that Richmond willfully and/or knowingly sent and/or caused to be sent unsolicited fax advertisements that did not contain a notice satisfying the requirements of the TCPA and regulations thereunder to Plaintiff and the members of

Class B, Plaintiff requests that the Court increase the damage award against Richmond to three times the amount available under 47 U.S.C. § 227(b)(3)(B), as authorized by 47 U.S.C. § 227(b)(3).

THIRD CLAIM AGAINST RICHMOND FOR INJUNCTIVE RELIEF

44. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

45. Richmond committed thousands of violations of 47 U.S.C. § 227(b).

46. Under 47 U.S.C. § 227(b)(3)(A), Plaintiff and the members of Classes A and B are entitled to an injunction against Richmond, prohibiting Richmond from committing further violations of the TCPA and regulations thereunder.

FOURTH CLAIM AGAINST AIFS FOR VIOLATION OF THE TCPA

47. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

48. By the conduct described above, AIFS committed more than nine thousand (9000) violations of 47 U.S.C. § 227(b) against Plaintiff and the members of Class C, to wit: the fax advertisements AIFS sent and/or caused to be sent to Plaintiff and the members of Class C were either (a) unsolicited and did not contain a notice satisfying the requirements of the TCPA and regulations thereunder, or (b) solicited and did not contain a notice satisfying the requirements of the TCPA and regulations thereunder.

49. Plaintiff and the members of Class C are entitled to statutory damages under 47 U.S.C. § 227(b) in an amount greater than four million, five hundred thousand dollars ($4,500,000).

50. If it is found that AIFS willfully and/or knowingly sent and/or caused to

be sent fax advertisements that did not contain a notice meeting the requirements of the TCPA and regulations thereunder to Plaintiff and the members of Class C, Plaintiff requests that the Court increase the damage award against AIFS to three times the amount available under 47 U.S.C. § 227(b)(3)(B), as authorized by 47 U.S.C. § 227(b)(3).

FIFTH CLAIM AGAINST AIFS FOR VIOLATION OF THE TCPA

51. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

52. By the conduct described above, AIFS committed more than nine thousand (9000) violations of 47 U.S.C. § 227(b) against Plaintiff and the members of Class D, to wit: the fax advertisements AIFS sent and/or caused to be sent to Plaintiff and the members of Class D were unsolicited and did not contain notices satisfying the requirements of the TCPA and regulations thereunder.

53. Plaintiff and the members of Class D are entitled to statutory damages under 47 U.S.C. § 227(b) in an amount greater than four million, five hundred thousand dollars ($4,500,000).

54. If it is found that AIFS willfully and/or knowingly sent and/or caused to be sent unsolicited fax advertisements that did not contain a notice satisfying the requirements of the TCPA and regulations thereunder to Plaintiff and the members of Class D, Plaintiff requests that the Court increase the damage award against AIFS to three times the amount available under 47 U.S.C. § 227(b)(3)(B), as authorized by 47 U.S.C. § 227(b)(3).

SIXTH CLAIM AGAINST AIFS FOR INJUNCTIVE RELIEF

55. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-35.

56. AIFS committed thousands of violations of 47 U.S.C. § 227(b).

57. Under 47 U.S.C. § 227(b)(3)(A), Plaintiff and the members of Classes C and D are entitled to an injunction against AIFS, prohibiting AIFS from committing further violations of the TCPA and regulations thereunder.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of itself and the members of the Classes, requests:

A. An order certifying the Classes, appointing Plaintiff as the representative of the Classes, and appointing the lawyers and law firms representing Plaintiff as counsel for the Classes;

B. an award to Plaintiff and the members of Classes A and B of statutory damages in excess of $4,500,000 against Richmond for each of Classes A and B, pursuant to 47 U.S.C. § 227(b), for Richmond's violations of that statute and the regulations promulgated thereunder;

C. if it is found that Richmond willfully and/or knowingly sent and/or caused to be sent such fax advertisements to Classes A and/or B, an award of three times the amount of damages against Richmond described in the previous paragraph, as authorized by 47 U.S.C. § 227(b)(3);

D. an injunction against Richmond prohibiting it from committing further violations of the TCPA and regulations described above;

E. an award to Plaintiff and the members of Classes C and D of statutory damages in excess of $4,500,000 against AIFS for each of Classes C and D, pursuant to

47 U.S.C. § 227(b), for AIFS's violations of that statute and the regulations promulgated thereunder;

F. if it is found that AIFS willfully and/or knowingly sent and/or caused to be sent such fax advertisements to classes C and/or D, an award of three times the amount of damages against AIFS described in the previous paragraph, as authorized by 47 U.S.C. § 227(b)(3);

G. an injunction against AIFS prohibiting it from committing further violations of the TCPA and regulations described above; and

H. such further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury.

Dated: White Plains, New York
July 1, 2014

BAIS YAAKOV OF SPRING VALLEY, ON BEHALF OF ITSELF AND ALL OTHERS SIMILARLY SITUATED

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