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**UNITED STATES DISTRICT COURT  
FOR THE  
MIDDLE DISTRICT OF PENNSYLVANIA**

**SHANNON COOK,** )  
 )  
 **Plaintiff,** ) **Case No.:**  
 **v.** )  
 ) **COMPLAINT AND DEMAND FOR**  
 **KOHL’S DEPARTMENT STORES,** ) **JURY TRIAL**  
 **INC.,** )  
 ) **(Telephone Consumer Protection**  
 **Defendant.** ) **Act)**  
 )

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**COMPLAINT**

SHANNON COOK (“Plaintiff”), by and through her attorneys, Kimmel & Silverman, P.C., alleges the following against KOHL’S DEPARTMENT STORES, INC. (“Defendant”):

**INTRODUCTION**

1. Plaintiff’s Complaint is based on Defendant’s violations of the Telephone Consumer Protection Act 47 U.S.C. § 227 *et seq.* (“TCPA”).

**JURISDICTION AND VENUE**

2. This Court’s jurisdiction arises 28 U.S.C. § 1331, which grants this court original jurisdiction of all civil actions arising under the laws of the United States. See Mims v. Arrow Fin. Services, LLC, 132 S. Ct. 740, 747, 181 L. Ed. 2d 881 (2012).

1 3. Defendant regularly conducts business in the Commonwealth of  
2 Pennsylvania; therefore, personal jurisdiction is established.

3 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).  
4

5 **PARTIES**

6 5. Plaintiff is a natural person residing in Hanover, Pennsylvania 17331.

7 6. Plaintiff is a “person” as that term is defined by 47 U.S.C. § 153(39).  
8

9 7. Defendant is a corporation with its principal place of business located  
10 at N56 West, 170000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051.

11 8. Defendant is a “person” as that term is defined by 47 U.S.C. §  
12 153(39).

13 9. Defendant acted through its agents, employees, officers, members,  
14 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
15 representatives, and insurers.  
16

17 **FACTUAL ALLEGATIONS**

18 10. Plaintiff has a cellular telephone number that she has had for over a  
19 year.  
20

21 11. Plaintiff has only used this number as a cellular telephone number.

22 12. The phone has been assigned to a cellular telephone service for which  
23 Plaintiff incurs a charge for incoming calls.  
24  
25

1 13. Plaintiff never provided Defendant consent to call her cellular  
2 telephone.

3 14. Beginning in or around November 2013, and continuing through  
4 December 2015, Defendant called Plaintiff on her cellular telephone on a  
5 repetitive and continuous basis.  
6

7 15. Defendant was calling Plaintiff's cellular telephone in order to  
8 contact a third party, Plaintiff's ex-boyfriend "Dorrell Blue."  
9

10 16. When contacting Plaintiff on her cellular telephone, Defendant used  
11 an automatic telephone dialing system and automatic and/or pre-recorded  
12 messages.  
13

14 17. Plaintiff knew that Defendant used automatic and/or pre-recorded  
15 messages, as when she answered its calls, she heard a computerized voice telling  
16 her, "If you are Dorrell Blue, press 1. If you are not Dorrell Blue, press 2."  
17

18 18. In those instances where Plaintiff pressed 2, it sounded to her as if the  
19 call was being transferred and then she would hear another computerized message.  
20

21 19. Despite pressing 2 on multiple occasions, Plaintiff would continue to  
22 receive calls from Defendant for Dorrell Blue.  
23

24 20. None of Defendant's telephone calls to Plaintiff's cellular telephone  
25 were for "emergency purposes."  
26

21. Further, in November 2014, and January 2015, Plaintiff spoke with

1 Defendant and advised them that they had the wrong number, to stop calling her,  
2 and to put her on the do not call list.

3 22. In January 2015, Defendant's representative stated, "Ok, we're sorry,  
4 and we'll take you off the call list."  
5

6 23. Defendant, however, failed to update its records to cease calls to  
7 Plaintiff's cellular telephone.

8 24. Defendant continued to make autodialed and automated calls to  
9 Plaintiff's cellular telephone, despite knowing that she was not the person it was  
10 calling and that she had revoked any consent to call her cellular telephone.  
11

12 25. Defendant called Plaintiff, on average, two (2) to three (3) times a  
13 day.  
14

15 26. In addition, it would leave prerecorded voicemail messages on her  
16 cellular telephone stating, "This is Kohl's calling for Dorrell Blue. Please call us  
17 back."  
18

19 27. Defendant's repeated calls to Plaintiff's cellular telephone were  
20 annoying and aggravating, as they would be received during times when Plaintiff  
21 was at work, driving a vehicle, and taking care of her children.

22 28. Most recently, Defendant called Plaintiff's cellular telephone on  
23 December 17, 2015.  
24  
25

**COUNT I**  
**DEFENDANT VIOLATED THE TCPA**

1  
2  
3 29. Under § 227(b)(3)(A) of the TCPA, a person or entity may bring a  
4 private cause of action in an appropriate court based on a violation of the TCPA or  
5 the regulations prescribed under the TCPA to enjoin such violation.

6 30. Under § 227(b)(3)(B) of the TCPA, a person or entity may bring a  
7 private cause of action in an appropriate court “to recover for actual monetary loss  
8 from such a violation, or to receive \$500 in damages for each such violation  
9 whichever is greater.”

10  
11 31. Despite the fact that Plaintiff never consented to calls from Defendant,  
12 and that in November 2014 and January 2015, Plaintiff revoked any consent that  
13 may have been previously given for Defendant to place calls to her, Defendant  
14 repeatedly placed non-emergency calls to Plaintiff’s cellular telephone.  
15

16 32. Based upon the conduct of Defendant, Plaintiff avers that the  
17 enhancement of damages provided for by the TCPA allowing for Plaintiff to  
18 recover up to \$1,500 per call/violation be applied to calls placed.  
19

20 33. Defendant’s conduct violated § 227(b)(1)(A)(iii) of the TCPA by  
21 placing repeated calls using an automatic telephone dialing system to Plaintiff’s  
22 cellular telephone without prior express consent.  
23

24 WHEREFORE, Plaintiff, SHANNON COOK, respectfully prays for  
25 judgment as follows:

- 1 a. Statutory damages of \$500.00 per telephone call in violation of  
2 the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B);
- 3 b. Statutory damages of up to \$1,500 for each call in violation of  
4 the TCPA, pursuant to 47 U.S.C. §§ 227(c)(5)(B) and  
5 227(c)(5)(C), which permits the Court in its discretion to award  
6 such damages if it finds that Defendant willfully or knowingly  
7 violated the TCPA; and
- 8 c. Injunctive relief pursuant to 47 U.S.C. § 227(b)(3); and
- 9 d. Any other relief deemed appropriate by this Honorable Court.

10  
11  
12 **DEMAND FOR JURY TRIAL**

13 PLEASE TAKE NOTICE that Plaintiff, SHANNON COOK, demands a  
14 jury trial in this case.

15  
16 RESPECTFULLY SUBMITTED,

17 Date: 1/20/2016

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