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20 **Pro hac vice application forthcoming*

21 **UNITED STATES DISTRICT COURT**
22 **MIDDLE DISTRICT OF TENNESSEE**

23 MICHELLE SHOEMAKER and LINDA
24 WHITAKER, individually, and on
25 behalf of all others similarly situated,

26 Plaintiffs,

27 v.

28 FRANK STRADA, in his official
capacity as Commissioner of the
Tennessee Department of Corrections

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMAND

1. For nearly a decade, the Tennessee Department of Corrections (“TDOC”) encouraged Plaintiffs and other incarcerated people to purchase music, games, and other digital media on JPay tablets, assuring them that the purchased content was their permanent property, through a program it authorized, promoted, and profited from. In March 2025,

1 TDOC abruptly switched to a new tablet provider after receiving a more financially
2 advantageous contract but assured Plaintiffs that they would receive compensation for their
3 purchased content after the transition. TDOC then reneged, confiscated all JPay tablets,
4 barring them from accessing digital content they continued to own, and provided no
5 compensation. Plaintiffs bring this action on behalf of themselves and all others similarly
6 situated seeking declaratory and injunctive relief to prevent Defendant from continuing to
7 enforce a policy that prohibits them from accessing their digital media property.
8

9 **JURISDICTION AND VENUE**

10 2. This is a civil rights action brought pursuant to 42 U.S.C. § 1983 and the
11 Takings Clause and Due Process Clause of the Fifth and Fourteenth Amendments to the
12 United States Constitution, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202.

13 3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
14 1343, as this action arises under the Constitution and laws of the United States.

15 4. Venue is proper in the Middle District of Tennessee pursuant to 28 U.S.C. §
16 1391(b)(1) because the Defendant works and resides in this District. The Women’s Therapeutic
17 Residential Center (“WTRC”) is part of TDOC, which is located in Davidson County and lies
18 within the Middle District of Tennessee.
19

20 **PARTIES**

21 5. Plaintiffs Michelle Shoemaker and Linda Whitaker are adult citizens of the
22 State of Tennessee and were at all relevant times residents of WTRC.

23 6. Defendant Frank Strada is the Commissioner of TDOC, sued in his official
24 capacity. In his official capacity, he is responsible for the policies, practices, and customs of the
25 TDOC, including the Digital Property Confiscation Policy that resulted in the taking of
26 Plaintiffs’ and Class Members’ lawfully purchased digital property without just compensation.
27

28 **FACTUAL BACKGROUND**

I. TDOC’s Authorized Digital Media Program

1 7. Beginning in or around 2016, the TDOC, through its authorized vendor JPay,
2 Inc., made digital media tablets available to residents at the WTRC. Through these JPay
3 tablets, residents could purchase music, games, and other digital content, communicate via
4 electronic messaging, and preserve personal photographs.

5 8. The TDOC touted this pilot program as part of its therapeutic offerings at
6 WTRC.

7 9. TDOC's authorization of and participation in this program is confirmed by its
8 sworn statements in prior federal litigation concerning the tablet program at WTRC.
9

10 10. TDOC authorized, promoted, and actively participated in the JPay Tablets
11 program.

12 11. TDOC received commissions and other financial benefits from the sale of digital
13 media content to residents through JPay.

14 12. TDOC reviewed and approved all marketing materials and advertising related
15 to the Digital Media Program at WTRC.

16 13. JPay marketed songs in ordinary ownership-style purchase language,
17 affirmatively representing continuity and retention across devices. JPay informed WTRC
18 residents and their families that they were purchasing digital content, downloading all of that
19 content to their devices, and that they would retain all of it if they purchased new replacement
20 devices, were transferred to a new prison, and after they left the WTRC. This included emails,
21 photos, and other items sent to them by email.
22

23 14. JPay's Terms of Sale described the music players and purchased content as
24 property of the purchasing resident.

25 15. TDOC works with JPay to promote the program to WTRC residents.
26 Advertisements and other materials distributed to residents represented that digital content
27 purchased through the JPay tablets belonged to the purchasing resident.
28

1 16. JPay assured residents they would be able to store and personally manage all of
2 their content on their tablets and that if they switch devices all previously purchased digital
3 content would be retained and transferred to the new device.

4 17. TDOC staff at the WTRC and other TDOC facilities made direct representations
5 to residents, including Plaintiffs, that their purchased digital content was their property and
6 would always belong to them, even after their incarceration ended.

7 **II. TDOC's Vendor Change and Financial Motivation**

8 18. In December 2023, the Tennessee Department of General Services issued a
9 memorandum recommending that TDOC join a National Association of State Procurement
10 Officials ("NASPO") cooperative purchasing agreement for communications services, noting
11 that tablets would be provided to people in prison "at no cost to the state." Increased revenue,
12 not security or resident welfare, was the stated rationale for the vendor transition.

13 19. On or about May 31, 2024, approximately ten months before the JPay contract
14 at WTRC expired, TDOC signed a NASPO master agreement with ViaPath Technologies, Inc.
15 f/k/a Global Tel Link Corporation ("ViaPath").
16

17 20. The ViaPath contract commenced on or about June 10, 2024.

18 21. The ViaPath contract is structured as an increased revenue-generating
19 arrangement under which TDOC pays nothing and ViaPath pays TDOC.
20

21 22. A Fiscal Review Committee contract summary publicly filed with the Tennessee
22 General Assembly demonstrates the no-cost-to-state, commission-based structure of the
23 arrangement.

24 23. Under the ViaPath contract, TDOC receives substantial ongoing financial
25 benefits, including: (a) a commission of approximately 19% on all phone and tablet-based call
26 revenue; (b) guaranteed minimum annual payments of approximately \$2,225,000; and (c) a
27 commission of approximately 5% on all entertainment content revenue, including music,
28 games, and movies accessed on ViaPath tablets, after the first year of tablet availability.

1 24. These financial benefits flow directly and continuously to TDOC as a
2 consequence of the vendor transition and the residents' ongoing use of ViaPath tablets and
3 services.

4 25. ViaPath's tablet entertainment model differs fundamentally from JPay's.

5 26. While JPay operated on a one-time purchase model, under which residents paid
6 a fixed price for ownership of digital content, ViaPath operates on a per-minute streaming and
7 access model, under which residents pay approximately \$0.03 to \$0.05 per minute to access
8 entertainment content, and approximately \$0.20 per incoming message plus additional fees for
9 photographs and video messages.
10

11 27. The transition from a permanent-ownership model to a per-minute access model
12 is not incidental; it is the mechanism by which TDOC and ViaPath generate commission
13 revenue.

14 28. TDOC had approximately nine months between signing the ViaPath contract
15 and the expiration of the JPay contract to design and implement a mechanism to transfer
16 residents' purchased digital content or to provide compensation therefor. TDOC did neither.
17

18 **III. TDOC Policy Denying WTRC Residents' Access to their Digital Media 19 Property**

20 29. On or about March 11, 2025, Defendant informed members of the "inmate
21 council" ("the Council") of their plans to implement a policy under which all existing JPay
22 tablets at the WTRC were to be confiscated and replaced with ViaPath tablets (the "Digital
23 Property Confiscation Policy").

24 30. The Council is composed of resident leaders within the WTRC representing
25 different blocks. The Council was given a letter explaining the process and promising the
26 residents compensation for the loss of their digital property.

27 31. Plaintiffs Shoemaker and Whitaker, as well as other residents of the WTRC,
28 immediately wrote to Assistant Commissioner of Prisoner Operations, Linda Thomas, to

1 inform TDOC of the impending and unlawful deprivation of access to their property and the
2 financial and emotional harm such deprivation would cause.

3 32. Commissioner Thomas never responded. Nor did any TDOC official.

4 33. On March 31, 2025, Defendants confiscated Plaintiffs' JPay tablets. Residents at
5 the WTRC had no choice but to allow the confiscation. TDOC threatened to shut down the
6 entire prison if anyone failed to comply.

7 34. Unlike residents who had previously transferred to another prison, residents
8 with JPay tablets were not given the opportunity to ship their tablet home or to a friend or
9 relative. Unlike residents who had been released prior to March 31, 2025, they could not take
10 their JPay tablets with them.

11 35. As a direct result of the Digital Property Confiscation Policy, Plaintiffs and the
12 Class were unable, and continue to be unable, to access the digital content they lawfully
13 purchased and continue to own on their JPay tablets, including music files, games, and other
14 paid content.

15 36. TDOC chose to enact this policy to block access to purchased digital content in
16 spite of the fact that other prisons had gone through the same transition, with the same two
17 vendors, and successfully provided a mechanism for people who purchased digital content to
18 maintain access on new devices.

19 37. Plaintiffs and the Class also lost access to emails, photos, and other attachments
20 when their property was confiscated and taken. This included photos of children, parents, and
21 other family members who died during their incarceration. For some residents, the emails
22 TDOC took included the last words ever communicated to them by their mother or their
23 daughter.

24 38. The new ViaPath tablets provided to residents did not contain, replicate, or
25 restore any of the digital content that Plaintiffs and the Class had previously purchased or
26 received.
27
28

1 39. Defendant has provided no mechanism for residents whose JPay tablets were
2 confiscated to transfer their content to the replacement ViaPath tablets or elsewhere.

3 40. Defendant provided no credits or refunds to residents whose JPay tablets, and
4 the purchased content stored on them, were taken, to enable them to repurchase content on
5 the ViaPath tablets.

6 41. Residents whose tablets were confiscated received no residual value for their
7 purchased digital content to which Defendant continues to bar access.

8 42. The digital content they purchased on the JPay tablets cannot be played,
9 transferred, shared with another person, sent outside the facility for use by a family member,
10 or accessed without additional modifications they must pay for.

11
12 **IV. TDOC Acknowledged Its Obligation to Compensate Residents for Barring**
13 **Access to Their Purchased Digital Property**

14 43. Prior to the implementation of the Digital Property Confiscation Policy, TDOC
15 informed residents that Securus will be giving TDOC credits for buying back the tablets and
16 that TDOC will grant “some sort of credit to the residents for them to use on the new tablets.”

17 44. Through this communication, TDOC acknowledged that residents were entitled
18 to compensation upon the confiscation of their JPay tablets which barred access to their
19 purchased digital content, and that residents would receive “some sort of credit” to use on the
20 new ViaPath tablets.

21 45. After confiscating the JPay tablets, TDOC failed to provide any credit or any
22 other compensation to Plaintiffs or Class Members.

23 46. TDOC issued no credits on the ViaPath tablets, provided no reimbursement, and
24 established no mechanism to retrieve, transfer, or otherwise compensate residents for barring
25 access to their purchased digital content.
26
27
28

1 47. On information and belief, Securus provided TDOC with credits or payment in
2 connection with the hardware buyback described in TDOC's communication to residents.
3 TDOC retained any such payment without passing any portion of it to residents as promised.

4 **V. TDOC Confiscated Plaintiffs' JPay Tablets and Continues to Bar Access to**
5 **Purchased Digital Content They Own**

6 48. Plaintiffs, and Class Members, purchased a non-exclusive, non-transferable
7 right to use purchased digital content on JPay tablets while incarcerated—a right whose
8 entire value consisted of the ability to access and enjoy that content while in prison.

9 49. Plaintiff Michelle Shoemaker purchased her first tablet when the TDOC began
10 the program in 2016. She owned several tablets between 2016 and March 31, 2025.

11 50. She ordered the tablet from JPay. JPay sent the tablet to TDOC, where it was
12 logged as her personal property.

13 51. To use the tablet, Shoemaker was required to connect it to the JPay kiosk in the
14 WTRC installed by TDOC and JPay.

15 52. The first time she connected to the kiosk, she encountered a lengthy message
16 but due to kiosk usage time limits imposed by WTRC, she was unable to read the message in
17 full. She requested that the message be printed, but TDOC refused. That was the only
18 occasion on which she ever saw the message.

19 53. Shoemaker repeatedly requested contract details from TDOC officials. TDOC
20 never provided those details, but told her the downloads, photos, and emails were her
21 property.
22

23 54. Between 2016 and March 31, 2025, Shoemaker purchased digital media content
24 on her JPay tablet, including thousands of songs at an approximate cost of \$1.75 per song,
25 nearly 50 games at an approximate cost of \$7.99 each, and other digital content, for a total
26 expenditure exceeding \$1,000.
27
28

1 55. Shoemaker stored personal photographs and family communications on her
2 JPay tablet. She had hundreds of emails with attachments, and hundreds of pictures.

3 56. During her time at the WTRC, Shoemaker's father, youngest daughter, and
4 mother, all passed away. The property stored on her JPay tablet included photographs and
5 emails from each of them, including the final words her mother ever wrote to her.

6 57. Each time Shoemaker's JPay tablet required replacement, she purchased a new
7 tablet from JPay, received it from TDOC, and connected it to the kiosk. On each occasion, all
8 of her digital property was transferred to the new JPay tablet. Prior to March 31, 2025,
9 Shoemaker never lost access to the property she purchased, owned, and stored on her JPay
10 tablets.

11 58. Each time Shoemaker purchased a song or game, she was told that the purchase
12 was downloaded to her JPay tablet and constituted her property. All advertisements described
13 the transaction as a purchase and otherwise used the language of ownership. She never saw
14 any indication that the content was rented or licensed, or that it was not hers to own in
15 perpetuity.
16

17 59. TDOC confiscated Shoemaker's JPay tablet on March 31, 2025, thereby barring
18 her from accessing all content she purchased and continues to own on the tablet.
19

20 60. Plaintiff Linda Whitaker owned several JPay tablets during her time at WTRC.

21 61. Whitaker ordered the tablet from JPay. JPay sent the tablet to TDOC, where it
22 was logged as her personal property.

23 62. To use the tablet, Whitaker was required to connect it to the JPay kiosk in the
24 WTRC installed by TDOC and JPay.

25 63. The first time she connected to the kiosk, she encountered a lengthy message
26 but due to kiosk usage time limits imposed by WTRC, she was unable to read the message in
27 full. She requested that the message be printed, but TDOC refused. That was the only
28 occasion on which she ever saw the message.

1 64. Whitaker repeatedly requested contract details through the inmate council from
2 TDOC officials. TDOC never provided those details, but told her the downloads, photos, and
3 emails were her property.

4 65. Whitaker purchased digital media content on her JPay tablet, including
5 hundreds of songs at an estimated cost of approximately \$1.79 per song, more than 30 games
6 at an estimated cost of approximately \$7.99 each, and other digital content, for a total
7 expenditure of nearly \$1,000.

8 66. Whitaker stored personal photographs and family communications on her JPay
9 tablet. This includes irreplaceable photos and emails from family members who died during
10 her incarceration.

11 67. Each time Whitaker's JPay tablet required replacement, she purchased a new
12 tablet from JPay, received it from TDOC, and connected it to the kiosk. On each occasion, all
13 of her digital property was transferred to the new JPay tablet. Prior to March 31, 2025,
14 Whitaker never lost access to the property she purchased, owned, and stored on her JPay
15 tablets.
16

17 68. Each time Whitaker purchased a song or game, she was told that the purchase
18 was downloaded to her JPay tablet and constituted her property. All advertisements described
19 the transaction as a purchase and otherwise used the language of ownership. She never saw
20 any indication that the content was rented or licensed, or that it was not hers to own in
21 perpetuity.
22

23 69. TDOC confiscated Whitaker's JPay tablet on March 31, 2025, thereby barring
24 her from accessing all content she purchased and continues to own on the tablet.

25 **VI. Plaintiffs Exhausted Their Administrative Remedies**

26 70. Plaintiffs fully exhausted all available administrative remedies as required
27 under the Prison Litigation Reform Act, 42 U.S.C. § 1997e(a), prior to bringing this action.
28

1 to any resident, every TDOC resident who purchased JPay digital content prior to March 31,
2 2025, is a member of the Class. The Class is readily ascertainable from TDOC and JPay
3 records.

4 **77. Commonality.** There are questions of law and fact common to the Class that
5 predominate over any questions affecting only individual Class members, including: (a)
6 whether TDOC's Digital Property Confiscation Policy, which bars Plaintiffs from accessing
7 their purchased digital content, constitutes an unconstitutional taking; (b) whether Class
8 members possess a constitutionally protected property interest in the digital media content
9 they purchased and own; (c) whether TDOC's acknowledgment of an obligation to provide
10 credits—coupled with its failure to do so—independently violates Plaintiffs' constitutional
11 rights; and (d) whether TDOC's conduct violates the Substantive Due Process Clause of the
12 Fourteenth Amendment.
13

14 **78. Typicality.** Plaintiffs' claims are typical of those of the Class. Like all Class
15 members, Plaintiffs purchased digital content through TDOC's authorized JPay program,
16 were told that they permanently owned that content, were informed that they would receive
17 credits upon the tablet transition, and suffered the same deprivation—being barred from
18 accessing their purchased and owned property without compensation—as a result of the
19 Digital Property Confiscation Policy.
20

21 **79. Adequacy.** Plaintiffs will fairly and adequately represent and protect the
22 interests of the Class. Plaintiffs have no interests adverse to those of the Class, and Plaintiffs'
23 counsel are experienced in class action and constitutional rights litigation.

24 **80.** Class treatment is appropriate under Rule 23(b)(2) because Defendants have
25 acted on grounds that apply generally to the Class. Specifically, through the uniform
26 implementation of the Digital Property Confiscation Policy and the uniform failure to provide
27 access to Class members' digital property, credits, or compensation. Final injunctive relief or
28 corresponding declaratory relief is appropriate with respect to the Class as a whole.

1 **CLAIMS FOR RELIEF**

2 **COUNT I – VIOLATION OF THE TAKINGS CLAUSE**
3 **Fifth and Fourteenth Amendments to the US Constitution**
4 **42 U.S.C. § 1983**

5 81. Plaintiffs re-allege and incorporate by reference each and every allegation in the
6 preceding paragraphs.

7 82. Plaintiffs’ claim for relief on this Count is predicated upon 42 U.S.C. § 1983,
8 which authorizes actions to redress the deprivation, under color of state law, of rights,
9 privileges and immunities secured by the Fifth and Fourteenth Amendments to the U.S.
10 Constitution and the laws of the United States, and upon 42 U.S.C. § 1988, which authorizes
11 the award of attorneys’ fees and costs to prevailing plaintiffs in actions brought pursuant to 42
12 U.S.C. § 1983.

13 83. The Takings Clause of the Fifth Amendment, made applicable to the states
14 through the Fourteenth Amendment, provides that private property shall not “be taken for
15 public use, without just compensation.” U.S. Const. amend. V.

16 84. Plaintiffs and the Class have a constitutionally protected property interest in
17 the digital property they purchased and owned. They have a right to access and enjoy the
18 digital content they purchased through TDOC’s authorized JPay program while incarcerated.
19 This right was purchased for valuable consideration (at prices of approximately \$1.59 per song
20 and equivalent amounts for other content), was described as a “permanent” download, and
21 constitutes cognizable property under the Takings Clause.
22

23 85. Defendant’s Digital Property Confiscation Policy constitutes a taking. Following
24 confiscation, Plaintiffs and the Class were barred, and continue to be barred, from accessing
25 the digital content they purchased and continue to own.

26 86. The taking was for public use. TDOC implemented the Digital Confiscation
27 Policy to increase revenue. It received, and continues to receive, direct and substantial
28 financial benefit from its implementation.

1 87. TDOC’s own written communication to residents acknowledges that residents
2 were entitled to just compensation in the form of “some sort of credit” upon confiscation of
3 their tablets, which barred them from accessing their purchased and owned digital media
4 content. This constitutes an express acknowledgment by TDOC that residents held property
5 interests of value that warranted compensation or another remedy when access to that
6 property was barred, none of which it ever provided.
7

8 **COUNT II – VIOLATION OF SUBSTANTIVE DUE PROCESS**
9 **Fourteenth Amendment; 42 U.S.C. § 1983**

10 88. Plaintiffs re-allege and incorporate by reference each and every allegation in the
11 preceding paragraphs.

12 89. The Due Process Clause of the Fourteenth Amendment protects against
13 governmental action that is arbitrary, capricious, or without rational relationship to a
14 legitimate governmental interest.

15 90. Plaintiffs and the Class possess a constitutionally protected property interest in
16 their purchased and owned digital media content and other property stored on their JPay
17 tablets.

18 91. Defendant's Digital Property Confiscation Policy is a broad-based regulation
19 applicable to all WTRC residents rather than a ministerial or administrative act directed at
20 specific individuals. As such, it is legislative in character, and traditional property rights
21 trigger substantive due process protections without requiring a showing that the action shocks
22 the conscience.

23 92. Defendant's Digital Property Confiscation Policy is arbitrary and capricious in
24 that:

25 a. It was implemented without any legitimate security justification. TDOC has
26 acknowledged that permitting residents to retain access to their lawfully purchased music and
27
28

1 unconstitutional taking; (c) whether Defendant's written promise of credits created an
2 enforceable obligation that Defendant has failed to honor; and (d) whether Defendant's policy
3 violates the Substantive Due Process Clause.

4 96. A declaratory judgment resolving these questions will serve a useful purpose in
5 clarifying and settling the legal relations at issue, will terminate and afford relief from the
6 uncertainty and controversy giving rise to this action, and will provide the foundation for
7 injunctive relief.

8 97. Pursuant to 28 U.S.C. §§ 2201–2202, Plaintiffs are entitled to a declaration that
9 Defendant's Digital Property Confiscation Policy violates the Takings Clause of the Fifth
10 Amendment as made applicable to the states through the Fourteenth Amendment, and that
11 Defendant's Digital Property Confiscation Policy violates the Substantive Due Process Clause
12 of the Fourteenth Amendment.
13

14 **DEMAND FOR JURY TRIAL**

15 98. Plaintiffs hereby demand a trial by jury on all issues so triable.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs, on behalf of themselves and all Class Members, respectfully
18 request that this Court:

- 19 A. Certify this action as a class action pursuant to Federal Rules of Civil Procedure
20 23(a) and 23(b)(2), designating Plaintiffs Shoemaker and Whitaker as class
21 representatives and appointing their counsel as class counsel;
- 22 B. Issue a declaratory judgment that Defendant's Digital Property Confiscation
23 Policy violates the Takings Clause of the Fifth Amendment;
- 24 C. Issue a declaratory judgment that Defendant's Digital Property Confiscation
25 Policy violates the Substantive Due Process Clause of the Fourteenth
26 Amendment;
- 27 D. Issue a declaratory judgment that Defendant's written commitment to provide
28 residents with credits upon confiscation of their JPay tablets created an
obligation that Defendant has failed to honor;
- E. Enter preliminary and permanent injunctive relief directing Defendant to
restore to Plaintiffs and the Class all digital content, including music, games,
and other paid and unpaid content, that was rendered inaccessible as a result of
the Digital Property Confiscation Policy, by transferring such content to the
ViaPath platform or otherwise making it accessible to Plaintiffs and the Class
in some other form;

- 1 F. In the alternative, order Defendant to provide Plaintiffs and the Class the
2 credits that TDOC represented it would provide in connection with the tablet
3 transition;
4 G. Award Plaintiffs and the Class their reasonable attorneys' fees and costs
5 pursuant to 42 U.S.C. § 1988 and any other applicable provision of law;
6 H. Retain jurisdiction to monitor and enforce compliance with any orders or
7 injunctions issued by this Court; and
8 I. Grant such other and further relief as this Court deems just and proper.

8 Respectfully submitted,

Dated: March 30, 2026

/s/ Kyle Mothershead

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