

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.

SEBASTIAN CHAVIANO,
individually and
on behalf of all others similarly situated,

Plaintiff,

CLASS REPRESENTATION

JURY TRIAL DEMANDED

v.

COAST DENTAL SERVICES, LLC,

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiff, Sebastian Chaviano (“Plaintiff”), brings this action against Defendant, Coast Dental Services, LLC (“Defendant”), to secure redress for violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 and the Florida Telephone Solicitation Act (“FTSA”), Fla. Stat. § 501.059.

NATURE OF THE ACTION

1. This is a putative class action pursuant to the TCPA and FTSA.
2. To promote its dental services, Defendant engages in text messaging and telephone calls, and continues to contact consumers after they have opted out of Defendant's solicitations in violation of the TCPA and FTSA.
3. Through this action, Plaintiff seeks injunctive relief to halt Defendant’s unlawful conduct which has resulted in intrusion into the peace and quiet in a realm that is private and personal to Plaintiff and the Class members. Plaintiff also seeks statutory damages on behalf of herself and members of the Class, and any other available legal or equitable remedies.

PARTIES

4. Plaintiff is a natural person who, at all times relevant to this action, was a resident of Orange County, Florida.

5. Defendant is a Delaware limited liability company whose principal office is located in Tampa, Florida.

JURISDICTION AND VENUE

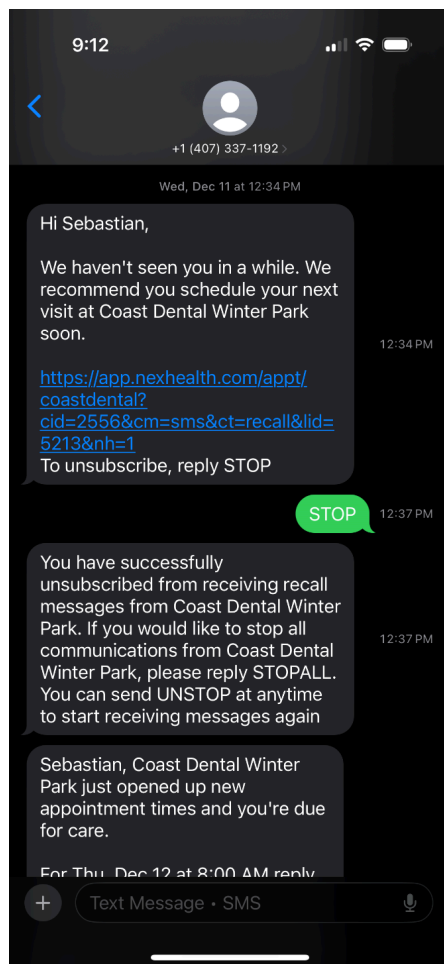
6. This Court has subject matter jurisdiction under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$50,000 exclusive of interest, costs, and attorney's fees.

7. The Court has personal jurisdiction over Defendant because Defendant conducts business in Florida and maintains its principal office in Tampa, Florida. Defendant also made or caused to be made telephonic sales calls into Florida (like Plaintiff) without regards to consumers rights' in violation of the TCPA and FTSA.

8. Personal Jurisdiction and Venue proper in this Court under *Babcock v. Whatmore*, 707 So.2d 702, 704 (Fla.1998) as class members in this District and in the State of Florida received unwanted text messages and Defendant consents to venue in this Court with regard to the instant lawsuit.

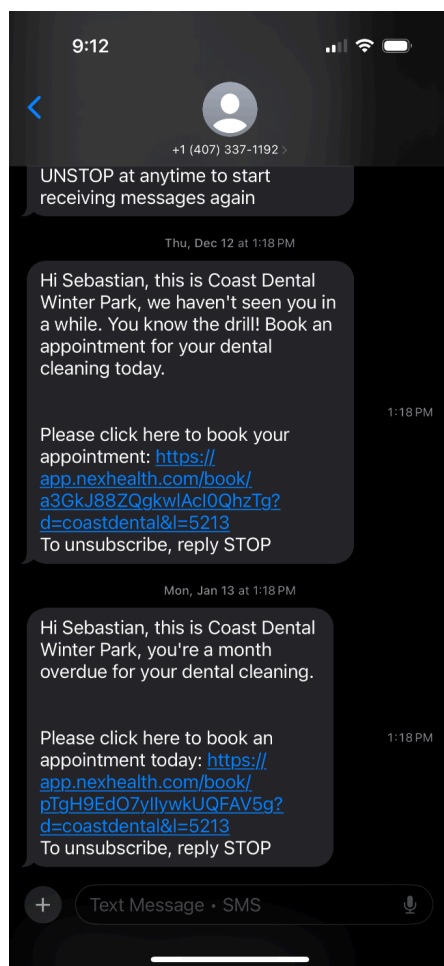
FACTS

9. On or about December 11, 2024, Plaintiff responded to Defendant's visit reminder text message, sent to Plaintiff's cellular telephone number ending in 7135 (the "7135 Number"), with a "stop" instruction as depicted below:

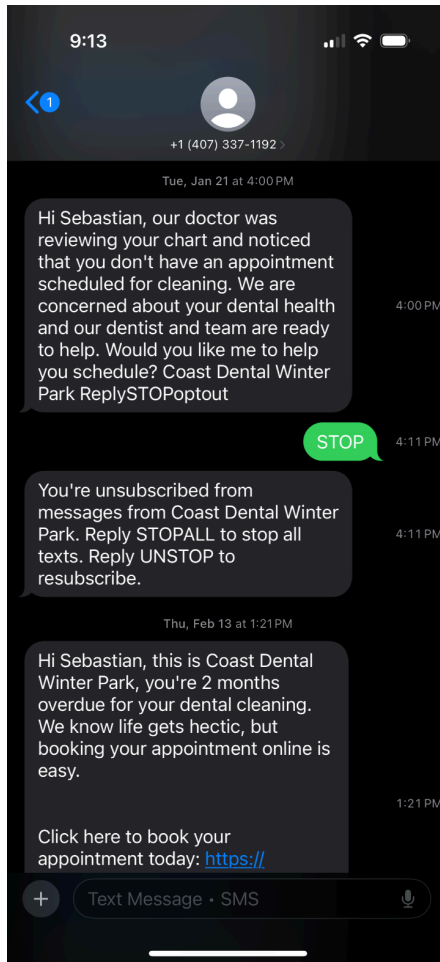


10. Defendant immediately responded that Plaintiff had been unsubscribed from receiving Defendant's "recall" text messages.

11. Notwithstanding, on December 12, 2024 and January 13, 2025, Defendant sent the following "recall" text messages to Plaintiff purporting to remind Plaintiff that he was due for a visit:

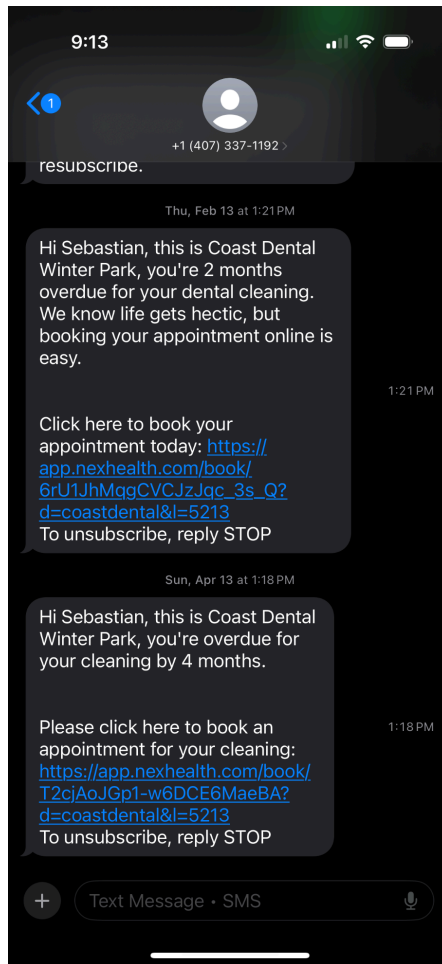


12. Plaintiff is the subscriber and/or sole user of the 7135 Number.
13. The 7135 Number has been registered on the National Do Not Call Registry since December 20, 2024.
14. Next, on January 21, 2025 and February 23, 2025, Defendant sent the following "recall" text messages to Plaintiff purporting to remind Plaintiff that he was due for a visit:



15. Also on January 21, 2025, Defendant placed a telephone call to Plaintiff's cellular telephone regarding Plaintiff's purported need for a visit. The call originated from telephone number 877-880-1212, which Defendant publicly lists on its website (www.coastdental.com) as its telephone number. The 877-880-1212 number is owned and operated by Defendant.

16. Defendant sent another "recall" message to Plaintiff on April 13, 2025, purporting to remind Plaintiff that he was due for a visit:



17. Plaintiff utilizes the cellular telephone number that received Defendant's text messages for personal purposes and the number is Plaintiff's residential telephone line and primary means of reaching Plaintiff at home.

18. Then, on August 1, 2025, after the filing of the Federal Action, Defendant placed another call to Plaintiff's cellular telephone regarding Plaintiff's purported need for a visit. The call originated from Defendant's 877-880-1212 number.

19. The purpose of the messages and calls sent by Defendant to Plaintiff was to remind and/or encourage Plaintiff to schedule a dental appointment with Defendant.

20. Plaintiff reasonably revoked his consent to receive text messages and telephone calls from Defendant purporting to remind Plaintiff that he was due for a visit and/or related to the availability

of dental appointments from Defendant. Notwithstanding, Defendant continued to send "recall" text messages and place telephone calls for the purpose of encouraging Plaintiff to schedule an appointment with Defendant.

21. Plaintiff never opted back in to receive text messages or calls from Defendant after his first "stop" request on December 11, 2024.

22. Given Defendant's use of an automated text messaging platform, as reflected by the auto-reply opt-out confirmations Plaintiff received, Defendant had the ability to immediately opt Plaintiff out of further communications but continued contacting Plaintiff despite representing that Plaintiff had been opted out of further communications.

23. The purpose of Defendant's text messages and telephone calls was to advertise, promote, and/or market Defendant's services.

24. Defendant's text messages and telephone calls were an attempt to solicit Plaintiff's and Settlement Class Members' business and patronage.

25. Specifically, the purpose of Defendant's text messages and telephone calls was to encourage Plaintiff to schedule a visit with Defendant for a dental cleaning at one of Defendant's locations.

26. The messages sent by Defendant included a hyperlink to Defendant's website where Defendant promotes the availability of its services and the availability of dental cleaning appointments.

27. Defendant's telephone calls requested that Plaintiff contact Defendant for the purpose of scheduling an appointment with Defendant.

28. Had Plaintiff or any Settlement Class Member responded to Defendant's text solicitations or telephone calls by scheduling an appointment, Defendant would have charged them for the visit.

29. Plaintiff did not have an ongoing treatment relationship with Defendant and did not require Defendant's services. Rather, Defendant was attempting to sell a new service for which Plaintiff would have to pay. This fact is reflected by the first message received by Plaintiff, which Defendant labeled a "recall" message, and which states: "We haven't seen you in a while."

30. All of Defendant's text messages and telephone calls were a pretext for the sale of goods or services and, on information and belief, Defendant sent the texts and telephone calls to encourage Plaintiff and the Settlement Class Members to purchase Defendant's services.

31. Defendant's text messages and telephone calls were not purely informational, and Defendant stood to gain financially from transactions with Plaintiff and the Settlement Class Members had they acted on the messages.

32. Defendant's text messages and telephone calls were not related to the specific healthcare needs of Plaintiff as reflected by the fact that Plaintiff wrote back "stop" but Defendant continued to message and call Plaintiff.

33. While the text messages identify Plaintiff by name, the inclusion of Plaintiff's name in the messages was accomplished utilizing a template with a field for the recipient's name.

34. In other words, Defendant sent blasts of the same or similar messages to Plaintiff and the Settlement Class Members utilizing an automated text messaging platform that automatically completed the name field in the template to make the messages appear individualized.

35. As demonstrated by the above screenshots, Plaintiff attempted to opt out of Defendant's text message solicitations by responding, but Defendant continued to send text messages and place telephone calls.

36. Defendant sent at least two text message solicitations after Plaintiff's initial opt-out request within a 12-month period.

37. Defendant placed at least two telephone solicitations after Plaintiff's initial opt-out request within a 12-month period.

38. Plaintiff is the regular user of the 7135 Number.

39. Plaintiff utilizes the 7135 Number for personal purposes and the number is Plaintiff's residential telephone line.

40. Defendant maintains and/or has access to outbound transmission reports for all "recall" text messages and telephone calls placed advertising and promoting its services. These reports show the dates, times, target telephone numbers, and content of each message or call sent to Plaintiff and the Settlement Class Members.

41. On or about June 13, 2025, Plaintiff, through counsel, pursuant to 47 C.F.R. § 64.1200(d)(1), requested a copy of Defendant's written policy for maintaining a do-not-call list. Defendant did not respond to the request.

42. Additional evidence of Defendant's telemarketing purpose and lack of required procedures can be found in the multitude of prior lawsuits against Defendant alleging similar TCPA and/or FTSA violations by frustrated consumers like Plaintiff. *See, e.g., Usategui, et al. v. Coast Dental Services, LLC*, Case No. 8:23-cv-01519 (M.D. Fla. 2023) (failure to honor stop requests); *Sejpal v. Coast Dental Services, LLC*, Case No. 8:22-cv-02553 (M.D. Fla. 2022) (unsolicited text messages); *Davis v. Coast Dental Services, LLC*, Case No. 8:22-cv-02520 (M.D. Fla. 2022) (unsolicited text messages); *Awad v. Coast Dental Services, LLC*, Case No. 8:22-cv-01478 (M.D. Fla. 2022) (failure to honor stop requests); *Davis v. Coast Dental Services, LLC*, Case No. 8:22-cv-00941 (M.D. Fla. 2022) (unsolicited text messages).

43. Defendant's alleged lack of procedures resulted in Defendant failing to (1) honor opt-out requests within a reasonable period of time that does not exceed 30 days; (2) train personnel engaged

in telemarketing in the use and maintenance of a do-not-call list; (3) place consumers who text Defendant with "stop" instructions promptly on an internal do-not-call list; and (4) maintain a record of consumers' do-not-call "stop" text requests.

44. Plaintiff and the Settlement Class Members revoked any consent they may have previously provided Defendant by replying with a "stop" or similar opt-out instruction in response to Defendant's text messages.

45. Plaintiff and the Settlement Class Members terminated any business relationship they may have previously had with Defendant by replying with a "stop" or similar opt-out instruction in response to Defendant's text messages.

46. Defendant's alleged failure to maintain the required written policies and procedures, provide training to its personnel engaged in telemarketing, maintain a do-not-call list, and honor consumer opt-out requests caused Plaintiff and the Settlement Class Members harm as they continued to receive text message solicitations and/or telephone calls after asking for those communications to stop.

47. Defendant's text messages and telephone calls caused Plaintiff and the Settlement Class Members harm, including statutory damages, inconvenience, invasion of privacy, aggravation, annoyance, and violation of their statutory privacy rights.

48. It is not impossible for Defendant to comply with the FTSA in the context of transmitting text messages.

49. Compliance with the FTSA will not result in Defendant having to cease its business operations.

50. Compliance with the FTSA will not result in Defendant having to alter the prices of any goods or services it provides in the marketplace.

51. Compliance with the FTSA will not force Defendant to seek regulatory approval from the State of Florida before undertaking any type of commercial transaction.

52. Defendant's unwanted communications caused Plaintiff and the Settlement Class Members actual harm, including invasion of privacy, intrusion upon seclusion, and intrusion into the peace and quiet in a realm that is private and personal to Plaintiff and the Settlement Class Members.

CLASS ALLEGATIONS

PROPOSED CLASS

53. Plaintiff brings this case as a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3), on behalf of herself and all others similarly situated.

54. Plaintiff brings this case on behalf of the Class defined as follows:

Class:

All persons within the United States who, within the four years prior to the filing of this action, (1) received more than one text message or telephone call within any 12-month period, (2) reminding and/or encouraging the scheduling of an appointment with Defendant, (3) to said person's cellular telephone number, (4) after making a request to Defendant to not receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).

55. Plaintiff reserves the right to modify the Class definitions as warranted as facts are learned in further investigation and discovery.

56. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the Class members number in the several thousands, if not more.

NUMEROSITY

57. Upon information and belief, Defendant has placed violative text messages and calls to telephone numbers belonging to approximately 24,308 persons. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

58. Identification of the Class members is a matter capable of ministerial determination from Defendant's call records.

COMMON QUESTIONS OF LAW AND FACT

59. There are numerous questions of law and fact common to the Classes which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Classes are:

- a) Whether Defendant violated 47 C.F.R. § 64.1200;
- b) Whether Defendant violated the FTSA;
- c) Whether Defendant's conduct was knowing and willful;
- d) Whether Defendant violated the privacy rights of Plaintiff and members of the class;
- e) Whether Defendant is liable for damages, and the amount of such damages; and
- f) Whether Defendant keeps records of text recipients who revoked consent;
- g) Whether Defendant adhered to requests by Settlement Class Members to stop sending text messages and placing telephone calls to their cellular telephone numbers;

60. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely transmits telephonic sales calls without consent is accurate, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated and administered in this case.

TYPICALITY

61. Plaintiff's claims are typical of the claims of the Class members, as they are all based on the same factual and legal theories.

PROTECTING THE INTERESTS OF THE CLASS MEMBERS

62. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Classes and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

SUPERIORITY

63. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all members of the Classes is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Classes are in the millions of dollars, the individual damages incurred by each member of the Classes resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every member of the Classes could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

64. The prosecution of separate actions by members of the Classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Class, although certain class members are not parties to such actions.

COUNT I
Violations of 47 U.S.C. § 227(c) and 47 C.F.R. § 64.1200(d)
(On Behalf of Plaintiff and the Class)

65. Plaintiff re-alleges and incorporates the allegations set forth in paragraphs 1 through 64 as if fully set forth herein.

66. In pertinent part, 47 C.F.R. § 64.1200(d) provides that no person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity. The procedures instituted must meet minimum standards including a written policy, training of personnel engaged in telemarketing, recording and honoring do-not-call requests, and maintaining a do-not-call list.

67. Under 47 C.F.R. § 64.1200(e), the rules set forth in 47 C.F.R. § 64.1200(d) apply to any person or entity that sends telemarketing text messages or telephone calls to wireless telephone numbers.

68. Plaintiff and the Settlement Class Members received more than one telemarketing text message and/or telephone call from Defendant within a 12-month period after requesting not to receive future solicitations by replying with a "stop" or similar opt-out instruction in response to Defendant's text message(s).

69. Plaintiff and the Settlement Class Members made requests to Defendant not to receive "recall" solicitations from Defendant.

70. Plaintiff and the Settlement Class Members revoked any consent they may have provided Defendant by responding with "stop" or similar opt-out instructions.

71. Defendant continued to text message and/or call Plaintiff and the Settlement Class Members to encourage them to schedule appointments with Defendant.

72. Defendant failed to honor Plaintiff's and the Settlement Class Members' opt-out requests within a reasonable period of time.

73. In violation of 47 C.F.R. § 64.1200(d)(1), Defendant allegedly did not have a written policy available upon demand for maintaining a do-not-call list.

74. In violation of 47 C.F.R. § 64.1200(d)(2), Defendant allegedly did not adequately train its personnel engaged in telemarketing on the existence and use of a do-not-call list with respect to inbound "stop" text messages like those sent by Plaintiff and the Settlement Class Members.

75. In violation of 47 C.F.R. § 64.1200(d)(3), Defendant allegedly failed to record Plaintiff's and the Settlement Class Members' opt-out requests on a do-not-call list and failed to honor those requests within a reasonable time.

76. In violation of 47 C.F.R. § 64.1200(d)(6), Defendant allegedly did not maintain a do-not-call list consisting of consumers' inbound "stop" text message requests, and therefore did not honor those requests within a reasonable period of time.

77. Pursuant to 47 U.S.C. § 227(c)(5), Plaintiff and the Settlement Class Members are entitled to statutory damages for each violation. To the extent Defendant's conduct is determined to be willful and knowing, Plaintiff and the Settlement Class Members are entitled to treble damages.

COUNT II
VIOLATION OF FLA. STAT. § 501.059(5)
(On Behalf of Class)

78. Plaintiff re-alleges and incorporates the allegations set forth in paragraphs 1 through 64 as if fully set forth herein.

79. In pertinent part, the FTSA provides:

A telephone solicitor or other person may not initiate an outbound telephone call, text message, or voicemail transmission to a consumer, business, or donor or potential donor who has previously communicated to the telephone solicitor or other person that he or she does not wish to receive an outbound telephone call, text message, or voicemail transmission:

(a) Made by or on behalf of the seller whose goods or services are being offered; or

(b) Made on behalf of a charitable organization for which a charitable contribution is being solicited.

Fla. Stat. § 501.059(5).

80. “‘Telephone solicitor’ means a natural person, firm, organization, partnership, association, or corporation, or a subsidiary or affiliate thereof, doing business in this state, who makes or causes to be made a telephonic sales call, including, but not limited to, calls made by use of automated dialing or recorded message devices.” Fla. Stat. § 501.059(1)(i).

81. Defendant is a telephone solicitor as defined under the FTSA.

82. Plaintiff and the Class Members are consumers who received one or more text messages regarding Defendant’s goods and services after they communicated to Defendant that they did not wish to receive Defendant’s text messages.

83. Plaintiff and the Class members made requests to Defendant not to receive texts from Defendant.

84. Defendant continued to text message Plaintiff and the Class Members to harass them into making purchases from Defendant.

85. Defendant failed to honor Plaintiff and the Class members’ opt-out requests.

86. As a result of Defendant’s conduct, and pursuant to § 501.059(10)(a) of the FTSA, Plaintiff and Class members were harmed and are each entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and the Class members are also entitled to an injunction against future calls. Id.

87. Plaintiff requests for this Court to enter an Order granting the relief outlined in the Prayer for Relief below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for the following relief:

- A. An order certifying this case as a class action on behalf of the Settlement Class as defined above, and appointing Plaintiff as the representative of the Settlement Class and Plaintiff's counsel as Class Counsel;
- B. An award of statutory damages for Plaintiff and each member of the Settlement Class as applicable under the TCPA and FTSA;
- C. An order declaring that Defendant's actions, as set out above, violate the TCPA and FTSA and their implementing regulations;
- D. Such further and other relief as the Court deems necessary and proper.

JURY DEMAND

Plaintiff, individually and on behalf of the Classes, hereby demand a trial by jury.

DATED: July 6, 2026

Respectfully submitted,

HIRALDO P.A.

/s/ Manuel S. Hiraldo

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