

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO**

---

<p>Alannah Blanks, on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Machol &amp; Johannes, LLC,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;"><b>Court File No.:</b></p> <p style="text-align: center;"><b><u>CLASS ACTION COMPLAINT</u></b></p> <p style="text-align: center;"><b><u>JURY TRIAL DEMANDED</u></b></p>
--	--

---

**I.**

**INTRODUCTION**

1. This is an action for damages, declaratory and injunctive relief, brought by Alannah Blanks (“Plaintiff Blanks”) because of Defendant Machol & Johannes LLC’s (“Defendant Law Firm”) violations of Plaintiff Blank’s privacy rights under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq. and the protections of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq.
2. Defendant Law firm publicly filed highly confidential and statutorily protected consumer reports<sup>1</sup> of Plaintiff Blanks and many other similarly situated Colorado

---

<sup>1</sup> As will be elaborated on below, a “credit score” is a “consumer report” See, 15 U.S.C §1681a(d)(1)(A) and 15 U.S.C §1681g(f)(2)(A). Consumer reports are statutorily protected by the FCRA from wrongful disclosure to third parties. For purposes of this Complaint, Plaintiffs will use the terms “credit report,” “consumer report” and “credit score” interchangeably. They all maintain the same level of protection

consumers as part of state court collection actions commenced in Colorado circuit courts. Plaintiff Blanks seeks relief under the federal Fair Credit Reporting Act (“FCRA”) as Defendant Law Firm did not “obtain” or “use” Plaintiff Blank’s consumer reports for a “permissible purpose”, nor do the credit scores in any way “evidence” the writing of the underlying credit transactions. Defendant Law Firm’s egregious practices run afoul of exactly what Congress intended to prevent with its enactment of both the FCRA and FDCPA. The FCRA was passed to keep consumer credit reports strictly private and protected from unlawful disclosure to unauthorized parties. Defendant Law Firm violated these privacy provisions and should now be held accountable.

3. Courts in the Tenth Circuit acknowledge that the purpose of the FDCPA is to “eliminate abusive debt collection practices by debt collectors,” §1692(a), and debt collectors are liable for failure to comply with “any provision” of the Act. §1692k(a). Courts in this circuit also acknowledge that the FDCPA is a broad remedial statute that imposes strict liability on debt collectors, and its terms are to be applied in a liberal manner.

## **II.**

### **JURISDICTION**

4. Jurisdiction of this court arises under 28 U.S.C. § 1331 (Federal Question), 28 U.S.C. § 1337 (Commerce), 15 U.S.C. §1692k and 15 U.S.C. § 1681(p) (“FCRA”).

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because the conduct at issue occurred in this District, the Plaintiff resides in this District, and Defendant Law Firm operated and were employed when engaging in the collection conduct alleged and have used a principal place of business in this District.

### **III.**

#### **PARTIES**

6. Plaintiff, Alannah Blanks, is an individual consumer currently residing in El Paso County, Colorado. Plaintiff Blanks was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is protected by and entitled to enforce the remedies of the FCRA and is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).
7. Defendant Machol & Johannes, LLC is law firm licensed to do business in the State of Colorado and has a principal place of business located at 700 17<sup>th</sup> Street, Suite 200, Denver, CO 80202. Defendant Law Firm regularly engages in the collection of consumer debts in the District of Colorado. Defendant Law Firm regularly attempts to collect consumer debts alleged to be due another. Defendant Law Firm is, therefore, a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6). Defendant Law Firm is also a “person” as defined in 15 U.S.C. § 1681a(b) and 15 U.S.C. §1681b(f) and is subject to the requirements of the FCRA.

#### IV.

##### BACKGROUND INFORMATION

8. As a result of Defendant Law Firm's conduct Plaintiff Blanks and the putative class have suffered an injury in fact, that the injury is traceable to the conduct of the Defendant Law Firm, and the harm is likely to be redressed by a favorable judicial decision.
9. As shown in the paragraphs that follow, the Plaintiff Blanks and the putative class have suffered "an invasion of a legally protected interest" which is their privacy of private and financial information occasioned by the conduct of the Defendant Law Firm.
10. The paragraphs below show that the legally protected interest is concrete and particularized and "actual or imminent" and has affected the Plaintiff Blanks and the putative class in a personal and individual way.
11. The United States Supreme Court has held in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 2016 WL 2842447 (May 16, 2016), that for standing purposes, concrete injuries include intangible harms.
12. The Court in *Spokeo* further noted that:

*"Because the doctrine of standing derives from the case or controversy requirement, and because that requirement in turn is grounded in historical practice, it is instructive to consider whether an alleged intangible harm has a close relationship to a harm that has traditionally been regarded as providing a basis for a lawsuit in English or American Courts."*

*And,*

*“...that Congress may elevate to the status of legally cognizable injuries concrete, de facto injuries that were previously inadequate in law.”*  
(Emphasis Added).

13. Invasion of privacy is an example in the Restatement (Second) of Torts 652A (1977) of “harm that has traditionally been regarded as providing a basis for a lawsuit in English or American courts.”

14. The lead Senate sponsor, William Proxmire<sup>2</sup> stated that:

*The aim of the Fair Credit Reporting Act is to see that the credit reporting system serves the consumer as well as the industry. ...the consumer has a right to see that the information is kept confidential and it is used for the purposed for which it is collected; and he has the right to be free from unwarranted invasions of his personal privacy...*  
(Emphasis Added).

15. One of the primary protections of the FCRA is the requirement that “persons” or “users”, such as Defendant Law Firm, have and certify the permissible purpose when they obtain and use a consumer report as demonstrated in 15. U.S.C. §§ 1681b(a) & 1681b(f).

## V.

### FACTUAL ALLEGATIONS

16. As a consumer managing her financial affairs, Plaintiff Blanks, and others similarly situated, sought credit by the use of credit cards for personal financial needs from Discover Bank (hereinafter “Discover”).

17. Plaintiff Blanks had a Discover credit card ending in 9694 (the “Account”), which constitutes a debt as that term is defined at 15 U.S.C. § 1692a(5).

---

<sup>2</sup> 115 Cong. Rec. 2413 (1969).

18. Discover offered to provided Plaintiff Blanks with her TransUnion credit score for each month and the preceding eleven months on her Discover monthly billing statements.
19. Based on Discover’s representation that the credit scores to be included on her monthly billing statements were intended only for her personal use and would not be shared with any third party or used for some other purpose, Plaintiff Blanks accepted the offer and did not object to her credit scores being included along with her monthly billing statements.
20. Each monthly billing statement transmitted to Plaintiff Blanks during the life of the Account confirmed that her Trans Union credit report/score was “intended for and only provided to Primary cardmembers who have an available score.”
21. At no time did Plaintiff Blanks provide Defendant Law Firm with or imply permission to obtain or use her Trans Union credit reports/ scores for any other purpose.
22. At some point Plaintiff Blanks became unable to repay the balance on the “Account”.
23. Defendant Law Firm, through its attorneys, Rachael Petz, Jonathan Mitchell, Drew Thomas and Jacques A. Machol, filed a state court collection complaint in the Circuit Court of El Paso County on or about September 18, 2017, bearing the court file number 2017C45493 (referred to herein as the “state court action”).
24. The complaint sought to recover a money judgment in the amount of \$2,189.54

against Plaintiff Blanks for the unpaid balance on the Account, plus costs and disbursements and interest.

25. Defendant Law Firm attached a copy of a monthly billing statement for July 2017 to the state court action relating to Plaintiff Blank's credit card debt.
26. Specifically, the credit card billing statement that Defendant attached to the state court complaint contained Plaintiff Blank's credit score information. (*See attached Exhibit 1 – the "statement" (redacted by Plaintiff for this action)*).
27. The statement contained Plaintiff Blank's then-current Trans Union credit score/report on the first page, which was not redacted and was published by Defendant in this state court action.
28. The statement also contained Plaintiff Blank's then-current credit score/report, as well as her credit scores/reports for the preceding eleven months as reported by Trans Union, on the fourth page, Plaintiff Blank's credit scores/reports for a total of twelve months contained on page four of the statement was not redacted and was published by Defendant Law Firm in this state court action.
29. Filing and publishing Plaintiff Blank's credit scores was not required, necessary, essential nor otherwise supportable since the credit scores did not relate to or "evidence" the Account sought to be collected and provided no assistance in determining whether judgment should be entered against Plaintiff Blanks.
30. Plaintiff Blank's credit scores published by Defendant Law Firm constitute part of her private personal credit history as shown in her "consumer report," as that term

is defined by 15 U.S.C. § 1681a(d)(1).

31. The credit report/scores obtained and used by Defendant Law Firm in the state court action were provided by Trans Union to Discover solely for the purpose of including on Plaintiff Blank's credit card statements for her own personal use.
32. Plaintiff Blanks did not authorize Discover or its Defendant Law Firm's agents to obtain and/or use her credit scores for any other purpose, not did Defendant Law Firm certify to Trans Union the purpose for which they obtained and used the credit scores pursuant to 15 U.S.C. §§ 1681b(f) and 1681e.
33. Defendant Law Firm's illegal procurement and use by publication of Plaintiff Blank's credit scores violated the requirements of 15 U.S.C. §1681b(f) as Defendant Law Firm nor Discover had a permissible purpose for obtaining or using Plaintiff Blank's protected personal and private information.
34. Defendant Law Firm by filing the state court action was attempting to collect a debt from Plaintiff Blanks.
35. Defendant Law Firm's filing of Plaintiff Blank's personal consumer report/credit scores violated 15 U.S.C. §§ 1692d, 1692e(10) and 1692f.
36. Upon information and belief Defendant Law Firm assigns its debt-collection attorneys such a large case load that none of the attorneys can meaningfully review and attend to the cases assigned to him or her, which results in material errors and oversights to the detriment of consumers, including Plaintiff Blanks.
37. Defendant Law Firm has signed pleadings to be filed in court actions, attaching



unredacted copies of the respective state court consumer / Discover monthly statement publishing the consumer's consumer reports/credit scores.

38. Defendant Law Firm had, at all times material, a duty to adequately supervise the professional legal activities of themselves, associates or junior attorneys.
39. Defendant Law Firm, through acts or omissions, breached their duty by negligently and/or recklessly failing to adequately supervise associates or junior attorneys by failing to take reasonable steps to protect the rights of consumers' privacy as described herein.
40. As a direct and proximate result of Defendant Law Firm's reckless supervision, Plaintiff Blanks suffered harm as described herein.
41. Defendant Law Firm knew, or should have known, that publishing a consumer credit score/report as an attachment to a pleading filed in Colorado State courts was unlawful.

## **VI.**

### **CLASS ALLEGATIONS**

42. Defendant Law Firm unlawfully obtained and/or "used" the Trans Union consumer reports / credit scores received from Discover of Plaintiff Blanks and others when they published said reports in their filing of collection complaints in circuit courts throughout the state of Colorado.
43. Upon information and belief, Defendant Law Firm has on more than one hundred (100) occasions within the past two (2) years filed state court collection actions

against similar consumer debtors wherein it unlawfully “used” the Trans Union consumer reports/credit scores, in violation of 15 U.S.C. §§ 1681b(f).

44. Upon information and belief, Defendants have on more than fifty (50) occasions within the past 1 year filed state court collection actions against similar consumer debtors wherein it or its creditor client failed to provide a notice of right to cure default or in violation of 15 U.S.C. §1692e, §1692e(5), §1692e(10), §1692d and §1692f.
45. Plaintiff Blanks brings this action individually and as a class action.
46. Pursuant to Federal Rule of Civil Procedure 23(a-b), Plaintiff Blanks seeks to certify two (2) classes.
47. The first class Plaintiff Blanks seeks to certify is defined hereinafter the “FCRA Class”:

*All Colorado consumers that have had their Trans Union consumer reports / credit scores published in various judicial court actions by Defendant Law Firm within two years of the date of the filing of this Complaint.*

48. The FCRA Class shall be subject to the following exclusions, who are not members of the FCRA Class, eligibility according to the above criteria notwithstanding:

*All (1) Counsel for Plaintiff Blanks and the Class, (2) Counsel for Defendant Law Firm, and (3) the assigned Judge, Magistrate Judge, and their clerks and staff.*

49. The second class that Plaintiff Blanks seeks to certify is defined hereinafter the “FDCPA Class”:

*All Colorado consumers that have had their Trans Union consumer*

*reports / credit scores published in various judicial court actions by Defendant Law Firm within one year of the date of the filing of this Complaint.*

50. The FDCPA Class shall be subject to the following exclusions, who are not members of the FDCPA Class, eligibility according to the above criteria notwithstanding:

*All (1) Counsel for Plaintiff Blanks and the Class, (2) Counsel for Defendant Law Firm, and (3) the assigned Judge, Magistrate Judge, and their clerks and staff.*

### ***Rule 23(a) Requirements***

#### ***Numerosity***

51. Various nonparty credit providers grant credit cards to Colorado consumers.
52. Some of those Colorado consumers may have, at one time or another, defaulted on their credit card obligations.
53. Some of the nonparty credit issuers have used Defendant Law Firm to file pleadings containing credit scores in collection actions against such a large number of consumers such that joinder of all in this lawsuit would be impracticable.
54. Defendant Law Firm's conduct debt collection activities and have filed collection actions against Colorado consumers on behalf of nonparty credit issuers like Discover.
55. Therefore, the estimated number of class members for each of the two classes is in excess of fifty (50) persons.

*Commonality*

56. All members of the FCRA and FDCPA Classes (hereinafter “Classes”) had their rights violated in the same manner by the same illegal actions of Defendant Law Firm.
57. Common evidence, in particular (1) a list of Colorado consumer debtors who had had consumer/credit reports / scores filed in court actions by Defendant Law Firm; and (2) a list of Discover consumer debtors in Colorado who have had collection suits filed against them specifically by Defendant Law Firm, will drive resolution of the claims of the Classes.
58. Statutory relief under the FCRA and FDCPA is directed based upon the common conduct of Defendant Law Firm, and not the subjective, individual experiences of members of the FCRA and FDCPA Classes.

*Typicality*

59. Plaintiff Blanks has the same claims to statutory relief as do all other members of the Classes.
60. Any defenses that Defendant Law Firm may have to liability or quantum of statutory damages with respect to Plaintiff Blank’s claims would be generally applicable to all members of the two Classes.

*Adequacy*

61. Plaintiff Blanks brings this lawsuit after an extensive investigation of Defendant Law Firm’s alleged misconduct.

62. Plaintiff Blanks brings this lawsuit with the intention to stop Defendant Law Firm's unlawful practices and recovery statutory remedies for all consumers affected.
63. Plaintiff Blanks will continue to vigorously pursue relief for the Classes.
64. Plaintiff Blank's counsel, specifically the Consumer Justice Center P.A., have been certified as class counsel in numerous of class actions enforcing consumer rights laws in this District and other districts of the United States Federal Courts.
65. Plaintiff Blank's counsel are committed to expending the time, energy, and resources necessary to successfully prosecute this action on behalf of the Classes.

***Rule 23(b)(3)***

***Predominance/Superiority***

***Predominance***

66. Statutory relief under the FCRA and FDCPA follows from evidence that Defendant Law Firm acted in a manner common to the entire class and not the subjective experience of any one complainant.
67. Common issues will predominate substantially over individual issues in the ultimate resolution of this action for the two classes.

***Superiority***

68. Plaintiff Blank's and her counsel are not aware of any other pending actions against Defendant Law Firm related to the FCRA and FDCPA classes (concerning the filing of consumer reports and credit scores).

69. Members of the Classes have little interest in individual control over this action given the small amounts at stake compared to the cost, risk, delay, and uncertainty of recovery after prosecuting a lawsuit.
70. Upon information and belief, few members of the Classes are aware that Defendant Law Firm's actions were unlawful.
71. The class notice mechanism provides an opportunity for uninformed members of the Classes to learn about their rights and obtain relief where they otherwise would not have.

## **VII.**

### **CAUSES OF ACTION**

#### **COUNT I.**

#### **VIOLATION OF THE FAIR CREDIT REPORTING ACT – 15 U.S.C. § 1681 et seq.**

72. Plaintiff Blanks incorporates by reference all the foregoing paragraphs.
73. Defendant Law Firm willfully violated provisions of the Fair Credit Reporting Act.
74. Defendant Law Firm's violations include, but are not limited to, 15 U.S.C. §§ 1681b and 1681b(f).
75. Defendant Law Firm's violations caused Plaintiff Blanks emotional distress and anxiety concerning her private credit score and credit profile being published in the public records for others to review and see.
76. As a result of the above and continuing violations of the FCRA, Defendant Law

Firm are liable to the Plaintiff Blanks in the sum of actual damages, statutory damages, punitive damages, costs, disbursements, and reasonable attorneys' fees, along with any appropriate injunctive relief.

**COUNT II.**

**VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT –  
15 U.S.C. § 1692 et seq.**

77. Plaintiff Blanks incorporates by reference all the foregoing paragraphs.
78. The foregoing acts and omissions of Defendant Law Firm constitute violations of the FDCPA as outlined above.
79. Defendant Law Firm engaged in unlawful debt collection activity when filing the collection action against Plaintiff and the simultaneous filing of the Plaintiff Blank's credit scores, in violation of 15 U.S.C. §§ 1692d, 1692e(10) and 1692f.
80. Defendant Law Firm's violations have caused Plaintiff Blanks actual damages in the form of emotional distress and mental anguish that manifested itself in anxiety and sleeplessness.
81. As a result of Defendant Law Firm's violations of the FDCPA, Plaintiff Blanks is entitled to actual damages, statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), and reasonable attorneys' fees and costs, pursuant to 15 U.S.C. § 1692k(a)(3), from Defendant Law Firm.

**VIII.**

**TRIAL BY JURY**

82. Plaintiff Blanks is entitled to and hereby demands a trial by jury. U.S. Const.

amend. VII; Fed. R. Civ. P. 38.

## IX.

### REQUEST FOR RELIEF

**WHEREFORE**, Plaintiff Blanks respectfully requests that a Judgment be entered against Defendant Law Firm awarding the following relief:

- (a) certifying the action as a class;
- (b) ordering that Plaintiff Blanks be named as class representative;
- (c) ordering that Plaintiff Blank's counsel be named as class counsel;
- (d) awarding Plaintiff Blanks and the FCRA Class appropriate statutory and punitive damages for violating the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*;
- (e) awarding Plaintiff Blanks and the FCRA Class costs and reasonable attorney's fees and post judgment interest pursuant 15 U.S.C. §1681 *et seq.*;
- (f) an order enjoining the Defendant Law Firm from further violations of the Fair Credit Reporting Act relative to the Discover's inclusion of consumer reports / scores in all such pleadings filed in various Colorado circuit courts;
- (g) an Order instructing Defendant Law Firm to move to seal all class members' Colorado circuit court collection files;
- (h) awarding Plaintiff Blank's actual and statutory damages against the Defendant Law Firm for violations of the FDCPA pursuant to 15 U.S.C. § 1692k;
- (i) awarding the FDCPA Class members statutory damages against Defendant Law Firm for violations of the FDCPA pursuant to 15 U.S.C. § 1692k;
- (j) awarding Plaintiff Blanks and the FDCPA Class members reasonable attorney's fees and costs against Defendant Law Firm;
- (k) any other appropriate declaratory and/or injunctive relief; and
- (l) such other and further relief as the court deems just and equitable.



Dated this 31st day of August, 2018.

Respectfully submitted,

By: s/Thomas J. Lyons Jr.

Thomas J. Lyons Jr., Esq.  
MN Attorney I.D. #: 0249646  
CONSUMER JUSTICE CENTER P.A.  
367 Commerce Court  
Vadnais Heights, MN 55127  
Telephone: 651-770-9707  
Facsimile: 651-704-0907  
[tommy@consumerjusticecenter.com](mailto:tommy@consumerjusticecenter.com)

Sara J. Lipowitz, Esq.  
CO Attorney Registration #49477  
DUNLAP, BENNETT & LUDWIG, PLLC  
8010 S. County Rd. 5, Ste. 207  
Fort Collins, CO 80528  
Telephone: 970-689-3376  
[slipowitz@dbllawyers.com](mailto:slipowitz@dbllawyers.com)

**ATTORNEYS FOR PLAINTIFF  
BLANKS**



# EXHIBIT 1

Apr 19 18, 09:14p

p.14

COUNTY COURT, EL PASO COUNTY, COLORADO Court Address: 270 S. Tejon, Colorado Springs CO 80901 Phone Number: 719/452-5000		<b>▲ COURT USE ONLY ▲</b>
<b>Plaintiff(s):</b> DISCOVER BANK		
<b>Defendant(s):</b> ALANNAH BLANKS		
<b>Attorneys for Plaintiff</b> Rachael Petz, #47549; Jonathan Mitchell, #49009 Jacques A. Machol, Jr, #3502 MACHOL & JOHANNES, LLC 700 17th Street, Suite 200 Denver, CO 80202-3502 (303) 830-0075 Fax (303) 830-0047	Case No. 2017C45493 Div.: Ctrm.:	
<b>ALIAS SUMMONS</b>		

To the above named Defendant(s): take notice that

1. On, January 18, 2018, at 10:30 a.m. in the County Court of El Paso, if an Answer is not filed, the Court, may be asked to enter judgment against you as set forth in the Complaint.
2. A copy of the Complaint against you and an answer form, which you must use if you file an answer, are attached.
3. If you do not agree with the Complaint, then you must either:
  - A. Go to the Court, located at 270 S. Tejon, Colorado Springs CO 80901, State of Colorado at the above date and time and file the Answer stating any legal reason you have why judgment should not be entered against you, or
  - B. File the Answer with the Court before that date and time.
4. When you file your answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must give or mail a copy to the plaintiff(s) or the attorney who signed the Complaint.
6. If you do not file an answer then the Court may enter a default judgment against you for the relief requested in the Complaint.
7. If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee.
8. If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit, and ask the court to waive the fee.

Dated: November 16, 2017

BY THE COURT:

BY: \_\_\_\_\_

/s/ Rachael Petz  
/s/ Jonathan Mitchell  
 Attorney for Plaintiff  
 MACHOL & JOHANNES, LLC  
 Our File No. 50687671

THIS SUMMONS IS ISSUED PURSUANT TO RULE 303, RULES OF COUNTY COURT CIVIL PROCEDURE, AS AMENDED. A COPY OF THE COMPLAINT MUST BE SERVED WITH THIS SUMMONS.

TO THE CLERK: If this Summons is issued by the Clerk of the Court, the signature block for the clerk, deputy and the seal of the Court should be provided by stamp, or typewritten, in the space to the left of the attorney's name.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Apr 19 18, 09:15p

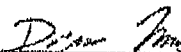
p.15

COUNTY COURT, EL PASO COUNTY, COLORADO Court Address: 270 S. Tejon, Colorado Springs CO 80901 Phone Number: 719/432-5000		▲ COURT USE ONLY ▲
Plaintiff(s): DISCOVER BANK	Defendant(s): ALANNAH BLANKS	
Attorneys for Plaintiff Drew Thomas, #49916; Jonathan Mitchell, #49009 Jacques A. Machol, Jr, #3502 MACHOL & JOHANNES, LLC 700 17th Street, Suite 200 Denver, CO 80202 (303) 830-0075 Fax-(303) 830-0047		Case No. Div.: Ctm.:
COMPLAINT UNDER SIMPLIFIED CIVIL PROCEDURE		

The Plaintiff, by its attorneys, for its complaint against the Defendant states as follows:

1. Venue is proper as the Defendant resides within this County at [REDACTED].
2. The amounts the Plaintiff claims from the Defendant are \$2,189.54, which represent the liquidated balance of the Defendant's credit card account owned by Plaintiff, plus court costs.
3. The Plaintiff's claim arises from the Defendant's failure to pay the liquidated balance due on credit card account number \*\*\*\*\*9694, as required by the cardholder agreement. The Plaintiff claims the right to recover from the Defendant under one or more of the following legal theories: Implied Contract, Quantum Meruit, Liquidated Debt arising out of a Contract, Account Stated, Unjust Enrichment or Statutory Interest.
4. The Defendant is not a minor, an incompetent, or in the military service of the United States, but is engaged in civilian pursuits.
5. The Plaintiff does not demand trial by jury.

DATED: September 18, 2017.

  
 \_\_\_\_\_  
 MACHOL & JOHANNES, LLC  
 Attorneys for Plaintiff  
 Our File No. 50687671

Plaintiff's Address:  
 c/o Machol & Johannes, LLC  
 700 17th Street, Suite 200

Denver, CO 80202  
 WARNING ALL FEES ARE NON-REFUNDABLE, IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Apr 19 18, 09:15p

p.16



Discover it® Card

Account number ending in 9694  
 Open Date: Jun 24, 2017 - Close Date: Jul 23, 2017  
 Cardmember Since 2013

Page 1 of 6

**ACCOUNT SUMMARY**

Previous Balance		\$2,110.52
Payments and Credits	+	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$37.00
Interest Charged	+	\$42.02
<b>New Balance</b>		<b>\$2,189.54</b>

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$2,300
Credit Line Available	\$0
Cash Advance Credit Line	\$1,100
Cash Advance Credit Line Available	\$0

You may be able to avoid interest on Purchases. See reverse for details.

**PAYMENT INFORMATION**

DATE TYPED: October 18, 2017 11:58 AM  
 FILING ID: ACDD02E146B85  
 CASE NUMBER: 2017C45493

**New Balance** **\$2,189.54**

Minimum Payment Due \* \$630.00  
 Payment Due Date August 18, 2017  
 \* Includes past due amount of: \$630.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$3,479

If you would like information about credit counseling services, call 1-800-347-1121.

**FICO**  
 Your FICO® Credit Score on 7/17/17

Track recent scores on the FICO page in this statement

**REWARDS**

**Cashback Bonus\***

Opening Balance	\$	Anniversary Month	July
New Cashback Bonus This Period	+		0.00
Redeemed This Period	-		0.00
<b>Cashback Bonus Balance</b>	<b>\$</b>		<b>0.00</b>

To learn more, log in at [Discover.com](http://Discover.com)

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Make Check payable to Discover. Do Not Send Cash.  
 Please fold on the perforation below, detach and return with your payment.

**Payment Coupon**  
 Please do not fold, clip or staple.

**Pay Online**  
[Discover.com](http://Discover.com)

**Pay by Phone**  
 1-800-347-3085

ALANNAH BLANKS  
 4556 DESERT VARNISH DR  
 COLORADO SPGS CO 80922-2303



Account number ending in	9694
Minimum Payment Due	\$630.00
New Balance	\$2,189.54
Payment Due Date	August 18, 2017
Amount enclosed	\$

PO BOX 790213  
 ST. LOUIS, MO 63179-0213

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.  
 Address, e-mail or telephone changed? Note changes on reverse side.

Apr 19 18, 09:16p

p.17

ALANNAH BLANKS

Account number ending in 9694

Open Date: Jun 24, 2017 - Close Date: Jul 23, 2017

Page 2 of 6

**Important Information**

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

**Lost or stolen cards.** Report immediately! Call 1-800-347-3085.

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount:  Full Pay  Min Pay  Min Pay+ \$ \_\_\_\_\_

Other Amount \$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_

Bank Account # \_\_\_\_\_  
Monthly on the  Payment Due Date

\_\_\_\_\_ Day of month (Insert date)

**Credit Reporting.** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DT23-25.11.16

**CHANGE OF ADDRESS**

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

Work Phone

City

Email

State, Zip

To make changes to your address, email or telephone number, visit [Discover.com](http://Discover.com)

Continued on next page

Apr 19 18, 09:17p

p.18



Discover it® Card

Account number ending in 9694

Open Date: Jun 24, 2017 - Close Date: Jul 23, 2017

Page 3 of 6

CONTACT US

<b>Web</b> Access your account securely at <a href="http://Discover.com">Discover.com</a>	<b>Mobile</b> Manage your account anytime, anywhere at <a href="http://m.Discover.com">m.Discover.com</a>	<b>Phone</b> 1-800-347-3085 TDD 1-800-347-7449	<b>Inquiry</b> Discover PO Box 30943 Salt Lake City UT 84130	<b>Mail Payments</b> Discover PO Box 6103 Carol Stream IL 60197-6103
--	--	--	--	--

Transactions

	Trans. Date	Post Date		
<b>Fees</b>	Jul 18	Jul 18	LATE FEE	
			<b>TOTAL FEES FOR THIS PERIOD</b>	\$ 37.00
<b>Interest Charged</b>			INTEREST CHARGE ON PURCHASES	\$ 42.02
			INTEREST CHARGE ON CASH ADVANCES	0.00
			INTEREST CHARGE ON BALANCE TRANSFERS	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	42.02

2017 Totals Year-to-Date

<b>TOTAL FEES CHARGED IN 2017</b>	\$	212.00
<b>TOTAL INTEREST CHARGED IN 2017</b>	\$	232.37

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
Current Billing Period: 30 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	23.99% Y	\$2,130.75	\$42.02
Cash Advances	25.99% Y	\$0.00	\$0.00

Y=Variable Rate

Information For You

FICO® Credit Score Terms

Your score and key factors use the FICO® Score 8 model. They are based on your TransUnion credit report and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](http://Discover.com/FICO) about the availability of your score. Your score and key factors are available on Discover.com and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com/FICO](http://Discover.com/FICO)

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.



Apr 19 18, 09:17p

p.19

**DISCOVER**

Discover it® Card

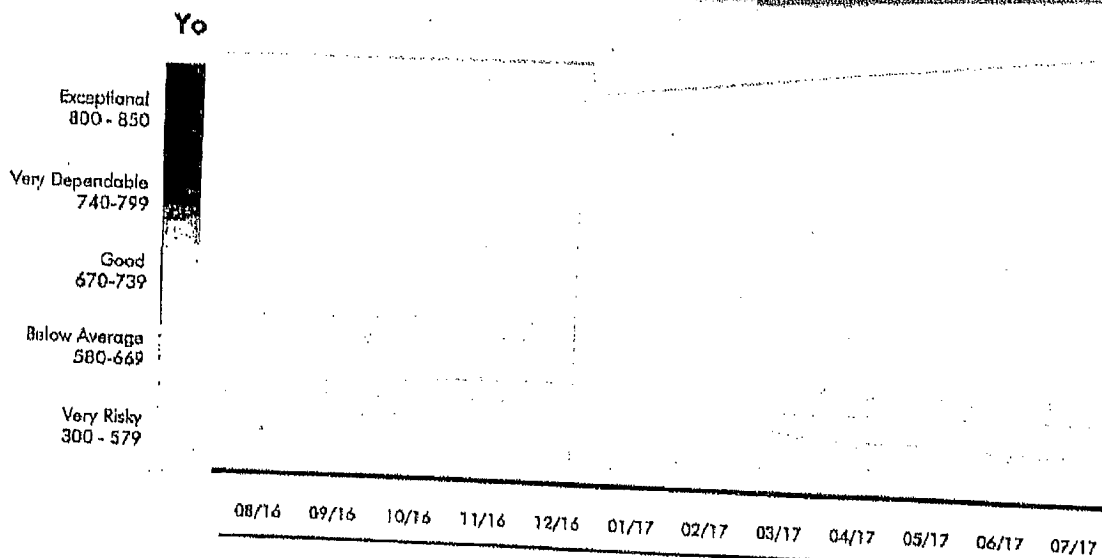
Account number ending in 9694

Open Date: Jun 24, 2017 - Close Date: Jul 23, 2017

Cardmember Since 2013

Page 5 of 6

Alannah, your FICO® Credit Score is [REDACTED] as of 07/17/2017

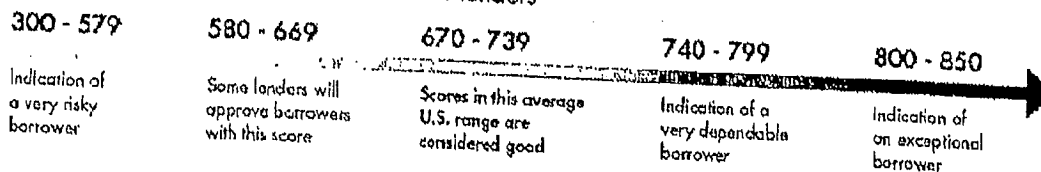


**Important Information:**

- We may not always receive a score for you each month so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of the document.

Log in to [Discover.com/FICO](http://Discover.com/FICO) to see key factors impacting all your scores.

What your FICO® Credit Score means to lenders



See FICO® Credit Score Terms on the 'Information For You' section of the statement.

© 2015 Discover Bank, Member FDIC

CODE\_SUM\_0115

Apr 19 18, 09:18p

p.20

COUNTY COURT, EL PASO COUNTY, COLORADO Court Address: 270 S. Tejon, Colorado Springs CO 80901 Phone Number: 719/432-5000		<b>▲ COURT USE ONLY ▲</b>  Case No. 2017C45493 Div.: Ctrm.:
<b>Plaintiff(s):</b> DISCOVER BANK		
<b>Defendant(s):</b> ALANNAH BLANKS		
Defendant Name: _____ Address: _____ Phone: _____ E-mail: _____		
<b>ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (INCLUDING COUNTERCLAIM(S) OR CROSS-CLAIM(S))</b>		

The defendant answers the complaint as follows:

1. The amount of damages claimed to be due to the plaintiff by the complaint in this action is not due and owing for the following reasons:
2. (If applicable) The defendant asserts the following counterclaims or setoffs against the plaintiff:
3. (If applicable) The defendant(s) \_\_\_\_\_ assert(s) the following cross claim(s) against defendant(s) \_\_\_\_\_ (you are limited to the jurisdiction of the court):
4. If a Counterclaim is asserted above, you must check one of the following statements:  
 The amount of the counterclaim does not exceed the jurisdiction of the court (County Court filing fee required)  
 The amount of the counterclaim exceeds the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of this court (County Court filing fee required)  
 The amount of the counterclaim exceeds the jurisdiction of the court, and I wish the case transferred to the district court. (District Court filing fee required).

5. The Defendant(s)  
 Request(s) a trial to the court.  
 Request(s) a jury trial. By request a jury trial I/we understand that I/we will have to pay a jury fee unless the fee is waived.

**WARNING:** ALL FEES ARE NON-REFUNDABLE, IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

**NOTE:** ALL DEFENDANT'S FILING THIS ANSWER MUST SIGN UNLESS THE ANSWER IS SIGNED BY AN ATTORNEY.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Defendant

\_\_\_\_\_  
 Address of Defendant

\_\_\_\_\_  
 Telephone Number of Defendant

\_\_\_\_\_  
 Signature of Attorney for Defendant  
 (If Applicable)  
 (print registration number, address,  
 and telephone number)

**CERTIFICATE OF MAILING**

I certify that a true copy of the answer was mailed, postage prepaid, to Machol & Johannes, LLC, 700 17th Street, Suite 200, Denver, CO 80202-3502 on \_\_\_\_\_ (Date).

(Signed) \_\_\_\_\_  
 Defendant or Attorney for Defendant

50687671

Apr 19 18:09:18p

p.21

700 17th Street Suite 200  
Denver, CO 80202-3502

**MACHOL & JOHANNES** LLC  
ATTORNEYS AT LAW

Main 303.830.0075 • Fax 866.857.7527  
Toll Free 866.729.3328 • mjfirm.com

**Jacques Machol, III • Randall Johannes** \*\*  
\*Licensed in CO \*Licensed in WA \*Licensed in OR

This letter is to provide you with our Contact Information:

Main Phone Number: (303) 830-0075  
or Toll Free Number: (866) 729-3328  
Main Fax Number: (303) 830-0047  
or Toll Free Fax Number: (866) 857-7527

When you call, the Receptionist will ask you for the Firm's File Number 50687671 in order to route your call to the responsible party handling your file.

Our Colorado office is located at:

700 17th Street, Suite 200  
Denver, Colorado 80202-3502

Machol & Johannes, LLC is not acting on your behalf, nor are we providing legal advice to you. **This letter is not part of a legal pleading, and this letter is not part of the Summons and Complaint served with this letter. You are not required by any court to call us or to complete the E-Z Offer form included with this letter.** If you would like to contact us or complete and return the EZ form to us, you are acting solely on a voluntary basis in an attempt to resolve or discuss our client's claim.

If you would like to make a payment on your account, we encourage you to make payments online. Payment may be made using our convenient payment options, which include:

1. Online: You may pay online by visiting our website at [www.mjfirm.com](http://www.mjfirm.com)
2. Withdrawals from a checking or savings account can be done by contacting our firm.
3. Mail a Check, Money Order or Western Union: If payments are being mailed, then please list only our File Number 50687671 in the memo section and mail the check to: Machol & Johannes, LLC, 700 17th Street, Suite 200, Denver, CO 80202-3502.

If you choose to call our firm, the receptionist will ask you for our Firm's file number 50687671 in order to route you to your Account Representative.

**This communication is an attempt to collect a debt by a debt collector.  
Any information obtained will be used for that purpose.**

Apr 19 18, 09:18p

p.22

You are not required to complete this form, nor is this form part of a legal pleading. The information you provide below helps our office better understand your ability and willingness to pay your debt. If you elect to complete this form, you are acting solely on a voluntary basis in an attempt to make an offer to pay the balance owed to our client.

**EZ FORM TO MAIL OR FAX TO US**

Mail or fax this form to:  
**MACHOL & JOHANNES, LLC**  
700 17th Street, Suite 200  
Denver, CO 80202

FAX NUMBER 303/830-0047 OR TOLL FREE FAX NUMBER 866/857-7527

From: Name: \_\_\_\_\_ File Number: 50687671  
Address: \_\_\_\_\_  
City, State, & Zip: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

All offers are subject to review.

- I am willing to set up payment arrangements and propose to pay \$ \_\_\_\_\_ per month, starting on \_\_\_\_\_ (date). The best payment due date of the month is the \_\_\_\_\_ (for example: 5th, 10th, 15th, 20th or 25th).
- I receive exempt funds in the form of \_\_\_\_\_ (Please provide documented proof with this form, if available.)
- I am willing to discuss this account with you. Please call me at (\_\_\_\_) \_\_\_\_\_  
The best time to call is \_\_\_\_\_.

Payments may be made via: personal check, check by phone, debit card by phone, money order, or bank certified funds

**This communication is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.**

**E-Z ONLINE SOLUTIONS**

**MACHOL JOHANNES, LLC**  
ATTORNEYS AT LAW

The communication is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

[www.mjfirm.com](http://www.mjfirm.com)

Resolve your account. In most cases, online at [www.mjfirm.com](http://www.mjfirm.com)

**SET UP A PAYMENT ARRANGEMENT**

After logging in to your account, you can set up a payment arrangement by clicking the SET UP PAYMENT ARRANGEMENT button

or you can make a one-time payment by clicking the MAKE A PAYMENT button

**RESOLVE YOUR ACCOUNT ONLINE**

JS 44 (Rev. 06/17) District of Colorado Form

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Alannah Blanks, on behalf of herself and all others similarly situated</p>	<p><b>DEFENDANTS</b></p> <p>Machol &amp; Johannes LLC</p>
<p><b>(b)</b> County of Residence of First Listed Plaintiff <b>El Paso</b> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p>	<p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p>
<p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i></p> <p>Thomas J. Lyons Jr., Esq., Consumer Justice Center, P.A., 367 Commerce Court, Vadnais Heights, MN 55127, 651-770-9707</p>	<p>Attorneys <i>(If Known)</i></p>

**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>

**III. CITIZENSHIP OF PRINCIPAL PARTIES** *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

*(For Diversity Cases Only)*

Citizen of This State	<input type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* [Click here for Nature of Suite Code Descriptions](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	
			<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			<p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization <input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN** *(Place an "X" in One Box Only)*

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input checked="" type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from another district <i>(specify)</i>	<input type="checkbox"/> 6. Multidistrict Litigation	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
--	--	---	---	--	--	--

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
 15 U.S.C. § 1681 et seq. and 15 U.S.C. § 1692 et seq.

Brief description of cause: \_\_\_\_\_ AP Docket

Violations of the Fair Credit Reporting Act and Fair Debt Collection Practices Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):* JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 8/31/18 s/Thomas J. Lyons Jr.  
 SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
-----------	--------	--------------	-------	------------

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

**(b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

**(c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

**United States plaintiff.** (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

**United States defendant.** (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

**Federal question.** (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

**Diversity of citizenship.** (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

**Original Proceedings.** (1) Cases which originate in the United States district courts.

**Removed from State Court.** (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

**Remanded from Appellate Court.** (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

**Reinstated or Reopened.** (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

**Transferred from Another District.** (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

**Multidistrict Litigation.** (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

**Multidistrict Litigation – Direct File.** (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to the changes in statute.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS-44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Machol & Johannes Illegally Used Consumers' Credit Scores as Court Evidence](#)

---