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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

DAVID BORDEN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

EFINANCIAL, LLC, a Washington Limited
Liability Company,

Defendant.

Case No.

CLASS ACTION COMPLAINT FOR
VIOLATION OF THE TELEPHONE
CONSUMER PROTECTION ACT, 47
U.S. C. § 227

DEMAND FOR JURY TRIAL

Comes now plaintiff DAVID BORDEN, individually, and on behalf of all others
similarly situated (or “Plaintiff”) alleges as follows:

I. PARTIES

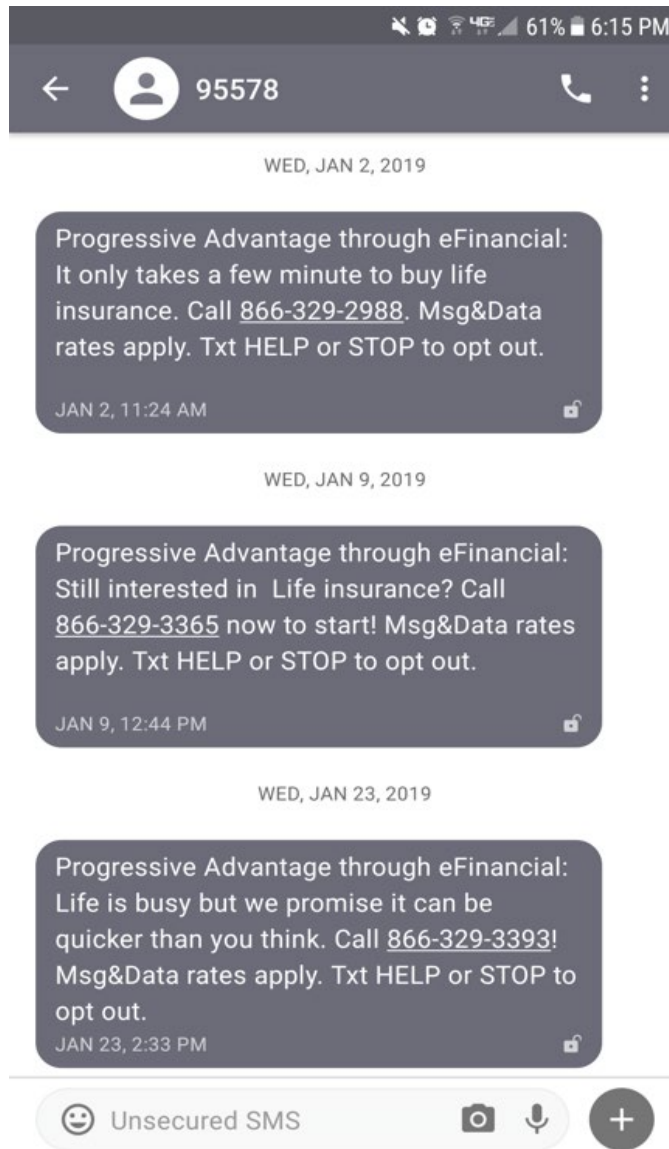
1. Plaintiff, David Borden, is the subscriber assigned to, and exclusively uses and
maintains, the cell phone that was sent text messages from Defendant or Defendant’s agents.
Plaintiff successfully registered this phone number with the National Do-Not-Call Registry on
July 15, 2003.

1 putative class members text message advertisements without obtaining Prior Express Written
2 Consent; or (2) sending text messages to Plaintiff and other putative class members on the
3 National Do-Not-Call Registry to promote its products and services without obtaining prior
4 express invitation or permission evidenced by a signed, written agreement between the consumer
5 and seller which states that the consumer agrees to be contacted by this seller and includes the
6 telephone number to which text messages may be sent (“Requisite Do-Not-Call Permission”).
7 By sending text message advertisements to Plaintiff and the putative class members without their
8 Prior Express Written Consent, or by sending text messages to Plaintiff and the putative class
9 members on the National Do-Not-Call Registry without obtaining Requisite Do-Not-Call
10 Permission, Defendant invaded the privacy rights and right to seclusion of Plaintiff and the
11 putative class members.
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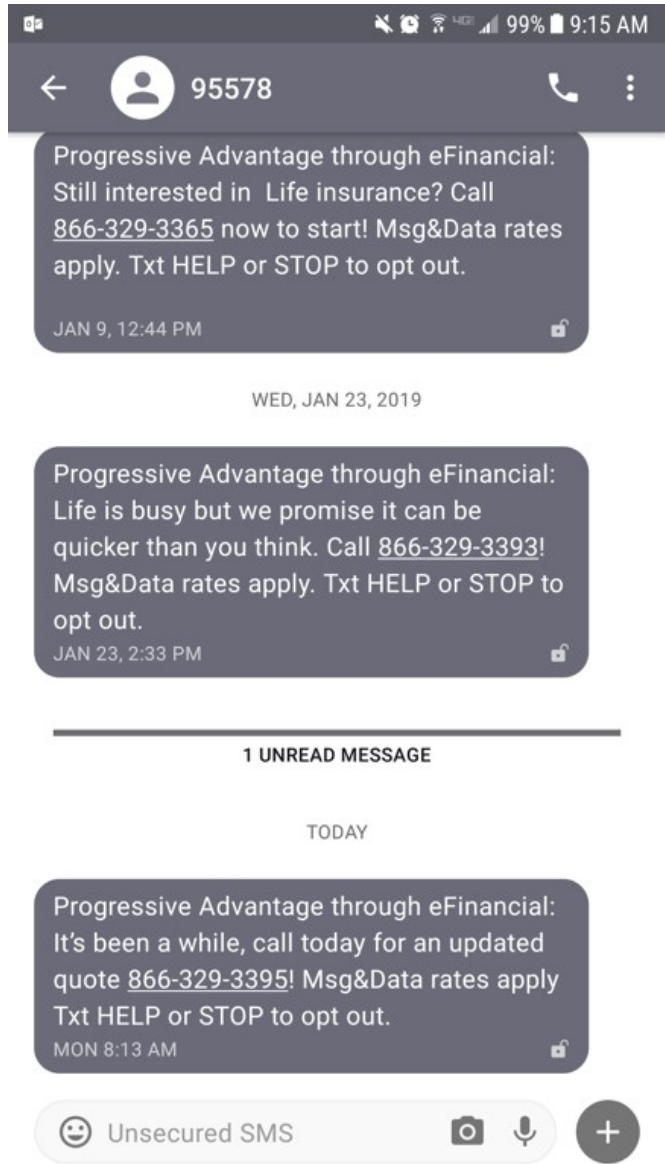
13
14 7. Plaintiff, individually and on behalf of all others similarly situated, sues the
15 Defendant for its actions that violate the TCPA and invaded their right to privacy and seclusion,
16 which it benefited from, and which arise from text messages sent to Plaintiff and the putative
17 class members in order to advertise the commercial availability or quality of Defendant’s
18 products and services and encourage the purchase or rental of property, goods, or services
19 (“eFinancial Insurance Text Messages”).
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IV. GENERAL ALLEGATIONS

8. Between January 2, 2019, and January 23, 2019, Plaintiff was sent multiple eFinancial Insurance Text Messages to his cell phone while at work during business hours:



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9. The short code listed on the text messages sent to Plaintiff is 95578. The U.S. Short Code Directory identifies this short code as a dedicated, non-vanity short code owned and controlled by Defendant eFinancial.

1 10. Upon information and belief, Defendant or a third party on Defendant’s behalf
2 used an ATDS to send the eFinancial Insurance Text Messages to Plaintiff and other persons and
3 entities.

4 11. Upon information and belief, the ATDS used to send the eFinancial Insurance
5 Text Messages has the present capacity to store lists of numbers and send text messages to those
6 numbers automatically.

7 12. Upon information and belief, the ATDS used to send the eFinancial Insurance
8 Text Messages has the present capacity to dial and store random and sequential numbers and it
9 can send text messages without human intervention.

10 13. Pursuant to the TCPA and its implementing regulations, 47 C.F.R. 64.1200(f)(8),
11 text messages that constitute advertising or telemarketing that are sent with the use of an ATDS
12 may not be sent to persons or entities without obtaining Prior Express Written Consent. The
13 requisite consent is not effectuated without first obtaining a written agreement signed by the
14 person or entity being texted that states: “(A) By executing the agreement, such person authorizes
15 the seller to deliver or cause to be delivered to the signatory telemarketing calls using an
16 automatic telephone dialing system or an artificial or prerecorded voice; and (B) The person is
17 not required to sign the agreement (directly or indirectly), or agree to enter into such an agreement
18 as a condition of purchasing any property, goods, or services.”

19 14. Defendant, or a third party on Defendant’s behalf, sent the eFinancial Insurance
20 Text Messages despite not obtaining the requisite Prior Express Written Consent from the
21 Plaintiff or putative class members.
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1 15. Upon information and belief, Defendant also sent the eFinancial Insurance Text
2 Messages to Plaintiff and other persons and entities on the National Do-Not-Call Registry.

3 16. Pursuant to the TCPA and its implementing regulations, telephone solicitations
4 may not be placed to persons and entities that are registered with the National Do-Not-Call
5 Registry at least 30 days prior to being contacted more than once within a 12-month period, and
6 without obtaining prior express invitation or permission evidenced by a signed, written
7 agreement between the consumer and seller which states that the consumer agrees to be contacted
8 by this seller and includes the telephone number to which the text messages may be sent
9 (“Requisite Do-Not-Call Permission”).
10

11 17. However, Defendant sent the eFinancial Insurance Text Messages despite the fact
12 that Plaintiff’s and other putative class members’ phone numbers were on the National Do-Not-
13 Call Registry, and without obtaining the Requisite Do-Not-Call Permission of Plaintiff or the
14 other putative class members.
15

16 18. These actions violate the TCPA and are an invasion of privacy and right to
17 seclusion.

18 19. Plaintiff’s employment requires full-time use of his cellular phone, and, as part of
19 his employment, Plaintiff must keep his cellular phone active at all times so that he can receive
20 work-related phone calls, emails, and text messages. The eFinancial Insurance Text Messages
21 sent by Defendant caused disruption and distraction to Plaintiff’s personal and business activities.
22

23 20. By sending the eFinancial Insurance Text Messages, Defendant further harmed
24 Plaintiff and the members of the putative class by: (1) invading their privacy and right to
25 seclusion; (2) wasting their time; (3) causing the risk of personal injury due to interruption and
26

1 distraction; (4) forcing them to receive junk advertisements on their cellular phones causing
2 aggravation and disruption of normal activities; (5) depleting a cell phone's or wireless phone's
3 battery, resulting in increased electricity costs; and (6) intrusion upon and occupation of the
4 capacity of a cell phone or wireless phone.

5
6 V. CLASS ACTION ALLEGATIONS

7 21. Plaintiff brings this action as a class action, pursuant to Rule 23(a) and 23(b)(3),
8 Federal Rules of Civil Procedure, for statutory damages on behalf of itself and a class of all
9 persons similarly situated.

10 22. Plaintiff brings this class action pursuant to the TCPA, and is a member of, and
11 seeks to represent, a class of persons and entities ("Plaintiff Class") defined as:

12 "All persons and entities whose telephone numbers were sent
13 eFinancial Insurance Text Messages on or after September 6, 2015,
14 where:

15 1) Defendant, or others on its behalf sent the eFinancial
16 Insurance Text Messages using an ATDS to (i) advertise the
17 commercial availability or quality of any property, goods, or
18 services; or encourage the purchase or rental of property, goods, or
19 services; (ii) where such persons' and entities' telephone numbers
20 were assigned to a cellular phone service; and (iii) where Defendant
21 failed to obtain Prior Express Written Consent from those persons
22 and entities to send text messages using an ATDS; or

23 2) Defendant, or others on its behalf sent more than one
24 eFinancial Insurance Text Messages within a 12-month period (i)
25 to persons and entities who were registered with the National Do-Not-
26 Call Registry for at least 30 days prior to being contacted; (ii)
encouraging the purchase or rental of property, goods, or services;
(iii) where such persons' and entities' telephone numbers were
assigned to a cellular phone service; and (iv) where Defendants
failed to obtain Requisite Do-Not-Call Permission from those
persons and entities contacted."

1 23. Class Size (Fed. R. Civ. P. 23(a)(1)): Plaintiff avers that the proposed class is in
2 excess of 50 persons. The class size is so numerous that joinder of all members is
3 impracticable.

4 24. Commonality (Fed. R. Civ. P. 23(a)(2)): There are questions of law and fact
5 common to all members of the class. Common material questions of fact and law include, but
6 are not limited to, the following:
7

8 a. whether Defendant (or another on its behalf) used an ATDS to send the eFinancial
9 Insurance Text Messages to Plaintiff and other members of the class;

10 b. whether the eFinancial Insurance Text Messages constitute Advertisements;

11 c. whether the eFinancial Insurance Text Messages constitute Telemarketing;

12 d. whether Defendant violated the Telephone Consumer Protection Act and its
13 implementing regulations by using (or having another on its behalf use) an ATDS to send
14 eFinancial Insurance Text Messages to Plaintiff and the class members without obtaining
15 Prior Express Written Consent;

16 e. whether Defendant violated the Telephone Consumer Protection Act and its
17 implementing regulations by sending (or having another on their behalf send) the
18 eFinancial Insurance Text Messages to Plaintiff and the class members where the
19 numbers contacted were registered with the National Do-Not-Call Registry at least 30
20 days prior to being contacted more than once within a 12-month period, without obtaining
21 Requisite Do-Not-Call Permission;

22 f. whether Plaintiff and the other members of the class are entitled to statutory
23 damages; and
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1 g. whether Plaintiff and the other members of the class are entitled to treble damages.

2 25. Typicality (Fed. R. Civ. P. 23(a)(3)): The claims of the named Plaintiff are typical
3 of the claims of all members of the class and are based on the same operative facts and legal
4 theories. Plaintiff alleges that Defendant sent the same eFinancial Insurance Text Messages to
5 Plaintiff and the other class members. Plaintiff raises questions of fact and law common to the
6 class members. They share the common injuries of: (1) invading their privacy and right to
7 seclusion; (2) wasting their time; (3) causing the risk of personal injury due to interruption and
8 distraction; (4) forcing them to receive junk advertisements on their cellular phones causing
9 aggravation and disruption of normal activities; (5) depleting a cell phone's or wireless phone's
10 battery, resulting in increased electricity costs; and (6) intrusion upon and occupation of the
11 capacity of a cell phone or wireless phone. Defendant has acted the same or in a similar manner
12 with respect to each class member
13

14 26. Fair and Adequate Representation (Fed. R. Civ. P. 23(a)(4)): The named Plaintiff
15 will fairly and adequately represent and protect the interests of the class members. Plaintiff is
16 committed to this cause, will litigate it vigorously, and is aware of the fiduciary duties of a class
17 representative. Plaintiff's interests are consistent with and not antagonistic to the interests of the
18 other class members. Plaintiff has a strong personal interest in the outcome of this action and
19 has retained experienced class counsel to represent his and the other class members.
20

21 27. Class Counsel is experienced in class action litigation and has successfully
22 litigated class claims.
23

24 28. Predominance and Superiority (Fed. R. Civ. P. 23(b)(3)): A class action is
25 superior to all other available methods for the fair and equitable adjudication of the controversy
26

1 between the parties. Common questions of law and fact predominate over any questions affecting
2 only individual members, and a class action is superior to other methods for the fair and efficient
3 adjudication of the controversy because:

4 a. proof of Plaintiff's claims will also prove the claims of the class members without
5 the need for separate or individualized proceedings;

6 b. evidence regarding defenses or any exceptions to liability that Defendant may
7 assert and prove will come from Defendant's records (or that of its agents who sent the
8 eFinancial Insurance Text Messages) and will not require individualized or separate
9 inquiries or proceedings;

10 c. Defendant has acted and may be continuing to act pursuant to common policies
11 or practices by sending the eFinancial Insurance Text Messages to Plaintiff and the class
12 members;

13 d. the amount likely to be recovered by individual class members does not support
14 individual litigation;

15 e. a class action will permit a large number of relatively small claims involving
16 virtually identical facts and legal issues to be resolved efficiently in one proceeding based
17 upon common proofs; and

18 f. this case is inherently manageable as a class action in that:

19 i. Defendant or its agent(s) identified the persons or entities to send the
20 eFinancial Insurance Text Messages to and it is believed that Defendant's
21 computer and business records, or those of its agents, will enable the Plaintiff
22 to readily identify class members and establish liability and damages;

- 1 ii. liability and damages can be established for the Plaintiff and for the class
- 2 members with the same common proofs;
- 3 iii. statutory damages for violations of the TCPA are the same for each class
- 4 member;
- 5 iv. a class action will result in an orderly and expeditious administration of claims
- 6 and will foster economics of time, effort and expense;
- 7 v. a class action will contribute to uniformity of decisions concerning
- 8 Defendant’s practices; and
- 9 vi. as a practical matter, the claims of the class members are likely to go
- 10 unaddressed absent class certification.
- 11
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13 VI. CAUSES OF ACTION

14 **Claim for Relief for Violations of the TCPA**

15 29. Plaintiff reasserts and incorporates herein by reference the averments set forth in

16 paragraphs 1 through 28, above.

17 30. Plaintiff brings this action against the Defendant for sending eFinancial Insurance

18 Text Messages to Plaintiff and to members of the Plaintiff Class in violation of the TCPA and its

19 implementing regulations.

20 31. Defendant violated the TCPA and implementing regulations 47 C.F.R. §

21 64.1200(a), by initiating or authorizing the sending of the eFinancial Insurance Text Messages

22 to the phone numbers of Plaintiff and the members of the Plaintiff Class without receiving Prior

23 Express Written Consent.

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1 32. Defendant violated the TCPA and implementing regulation 47 C.F.R. §
2 64.1200(c), by initiating or authorizing the sending of the eFinancial Insurance Text Messages
3 to the phone numbers of Plaintiff and the members of the Plaintiff Class where such persons and
4 entities were registered with the National Do-Not-Call Registry at least 30 days prior to being
5 contacted by Defendants more than once within a 12-month period, and without obtaining
6 Requisite Do-Not-Call Permission from Plaintiff or members of the Plaintiff Class
7

8 33. The named Plaintiff and members of the Plaintiff Class are entitled to \$1,500 for
9 each violation of each of the eFinancial Insurance Text Messages that violated 47 C.F.R. §
10 64.1200(a) and \$1,500 for each of the eFinancial Insurance Text Messages that violated 47 C.F.R.
11 § 64.1200(c), that was sent to them willfully or knowingly.
12

13 34. In the alternative, the named Plaintiff and members of the Plaintiff Class are
14 entitled to \$500 for each violation of each of the eFinancial Insurance Text Messages that violated
15 47 C.F.R. § 64.1200(a) and \$500 for each of the eFinancial Insurance Text Messages that violated
16 47 C.F.R. § 64.1200(c), that was negligently sent to them.
17

18 VII. PRAYER FOR RELIEF

19 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
20 demands judgment in his favor and against Defendant and requests an order:

- 21 A. certifying this action as a class action pursuant to Rule 23, appointing Plaintiff,
22 David Borden, as the representative of the members of the class defined above,
23 and appointing the undersigned as counsel for the members of the class;
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- 1 B. finding that Defendant caused the eFinancial Insurance Text Messages to be sent
2 to Plaintiff and to each class member in violation of the TCPA and its
3 implementing regulations;
- 4 C. finding that Defendant is liable to pay statutory damages of \$1,500 for each of the
5 eFinancial Insurance Text Messages that violated 47 C.F.R. § 64.1200(a) and
6 \$1,500 for each of the eFinancial Insurance Text Messages that violated 47 C.F.R.
7 § 64.1200(c) that was knowingly and willfully sent to Plaintiff and each class
8 member;
- 9 D. finding that, in the alternative, Defendant is liable to pay statutory damages of
10 \$500 for each of the eFinancial Insurance Text Messages that violated 47 C.F.R.
11 § 64.1200(a) and \$500 for each of the eFinancial Insurance Text Messages that
12 violated 47 C.F.R. § 64.1200(c) that was negligently sent to Plaintiff and to each
13 class member;
- 14 E. entering a judgment in favor of the Plaintiff as representative of the members of
15 the class for the total amount of statutory penalties plus pre-judgment interest and
16 allowable costs;
- 17 F. requiring Defendant to pay a court appointed trustee the full amount of the
18 penalties, interest and costs to be distributed to the class members after deducting
19 costs and fees as determined by the Court;
- 20 G. awarding equitable reasonable attorneys' fees and costs incurred in connection in
21 this action and an incentive bonus to Plaintiff, to be deducted from the total
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1 amount of penalties, interest and costs before the pro-rata amounts are distributed
2 by the trustee for the class members; and

3 H. granting such other relief as may be appropriate, including entry of an Order
4 enjoining Defendant from continuing such unlawful conduct.
5

6 VIII. JURY DEMAND

7 Plaintiff demands trial by jury on all issues that can be heard by a jury.

8 DATED this 6th day of September, 2019.

9 DBS | LAW
10

11
12 By /s/ Daniel J. Bugbee
13 Daniel J. Bugbee, WSBA No. 42412
14 Dominique R. Scalia, WSBA No. 47313
15 155 NE 100th St., Suite 205
16 Seattle, WA 98125
17 Tel: (206) 489-3819
18 *Attorneys for Plaintiff*
19
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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.)

I. (a) PLAINTIFFS

DAVID BORDEN, individually, and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Montgomery, Maryland (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

D. Bugbee & Scalia PLLC, 155 NE 100th St., Suite 205 Seattle, WA 98125 (206) 489-3802

DEFENDANTS

EFINANCIAL, LLC, a Washington Limited Liability Company

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 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): 47 U.S.C. § 227(b)(3), 47 U.S.C. § 227(c)(5), 28 U.S.C. § 1331 and 28 U.S.C. § 1391

Brief description of cause: violation of Telephone Consumer Protection Act via text message advertisements

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/06/2019 SIGNATURE OF ATTORNEY OF RECORD s/ Daniel J. Bugbee

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

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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.Cv.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; **NOTE: 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.
 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 – Transfer. (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 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 actual dollar amount 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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

DAVID BORDEN, individually, and on behalf of all
others similarly situated

Plaintiff(s)

v.

EFINANCIAL, LLC, a Washington Limited Liability
Company

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) EFINANCIAL, LLC
c/o Registered Agent
NATIONAL REGISTERED AGENTS, INC.
711 CAPITOL WAY S., STE 204
OLYMPIA, WA 98501

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Daniel J. Bugbee, Esq.
D. Bugbee & Scalia, PLLC
155 NE 100th Street, Suite 205
Seattle, WA 98125
dbugbee@lawdbs.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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 Claims eFinancial Sent Illegal Spam Texts Marketing Life Insurance](#)
