

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JAMES HEALY, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

MILLIMAN, INC., d/b/a INTELLISCRIP, T

Defendant.

NO.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1. On behalf of himself and all others similarly situated, Plaintiff James Healy (“Plaintiff” or “Mr. Healy”), by and through his attorneys, Francis Mailman Soumilas, PC, and Terrell Marshall Law Group PLLC, respectfully allege as follows:

I. NATURE OF THE ACTION

2. This is a consumer class action brought for violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681x (“FCRA”), against Defendant Milliman, Inc. d/b/a IntelliScript. (“Defendant” or “IntelliScript”), a consumer reporting agency (“CRA”). Defendant deprives consumers of their rights under the FCRA by failing to comply with the law by refusing to adopt procedures to assure maximum possible accuracy of a consumer’s information before it prepares consumer reports. Defendant furthermore systemically fails to clearly and accurately identify to consumers the source(s) of the information that it places on their consumer reports.

Defendant thus deprives consumers of valuable congressionally-mandated information and makes it more difficult for consumers such as Plaintiff to correct errors that are caused by private vendor sources, rather than the pharmacies and/or medical providers that Defendant misidentifies as its sources. Further, Defendant deprives consumers of their rights under the FCRA by failing to conduct reasonable reinvestigations when a consumer disputes, instead improperly attempting to place the burden of conducting an investigation on the consumer.

II. PARTIES

3. Plaintiff James Healy is an adult individual residing in Flowery Branch, Georgia and is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

4. Defendant Milliman is a “person” and “consumer reporting agency” as defined by 15 U.S.C. § 1681a(b) and 15 U.S.C. § 1681a(f), respectively. Defendant is authorized to do business in the State of Washington, has substantial contacts in this District, and has a principal place of business located at 1301 Fifth Avenue, Suite 3800, Seattle, Washington, 98101.

III. JURISDICTION & VENUE

5. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

6. Venue lies properly in this District pursuant to 28 U.S.C. § 1391(b).

IV. FACTUAL ALLEGATIONS

A. IntelliScript’s Sells Reports Regarding Consumers’ Prescription And Medical History.

7. Defendant is a specialty consumer reporting agency (“CRA”) in the business of gathering and selling reports about consumers which contain information about their medical histories, including detailed histories of medications prescribed by doctors.

8. Defendant’s reports are highly detailed; prescription histories include drug name, dosage, fill date, pharmacy and physician information.¹ Medical histories include

¹ See <https://www.rxhistories.com/irix/prescription-data/> (last visited Sept. 2, 2020).

1 diagnoses, hospital and physician procedures, inpatient and clinic-administered medications
2 and medical equipment information from medical billing records.²

3 9. Defendant prepares the reports by gathering information from “multiple data
4 sources” and compiles them onto a single report.³

5 10. Defendant obtains some of the medical history and prescription information it
6 includes on reports directly from pharmacies and medical providers.

7 11. It also obtains prescription history information from third party companies
8 known as “Pharmacy Benefit Managers.”

9 12. Defendant represents that it obtains additional medical history information from
10 another specialty CRA, Medical Information Bureau (“MIB”).⁴

11 13. In addition to compiling the data from these sources, Defendant “interprets the
12 data and generates automated decisions based on the insurer’s guidelines” using a proprietary
13 underwriting engine, “IRIX.”⁵

14 14. Defendant prepares and sells these reports for a fee to insurance companies in
15 connection with an application for insurance, typically life insurance or medical insurance.

16 15. Defendant is regulated by the FCRA, and the reports it sells are consumer reports
17 which it intends to be used to determine consumers’ eligibility for insurance.

18 16. Defendant compiles reports and responds to consumer inquiries using
19 standardized policies and procedures, and does not “reinvent the wheel” with respect to each
20 individual report or communication.

25 ² See <https://www.rxhistories.com/irix/medical-data/> (last visited Sept. 2, 2020).

26 ³ *Id.*

27 ⁴ *Id.*

⁵ *Id.*

B. IntelliScript Fails to Accurately Report Consumer Information.

17. Defendant fails to follow reasonable procedures to assure the maximum possible accuracy regarding the information it sells about consumers. See 15 U.S.C. § 1681e(b).

18. One of the most well-known and prevalent inaccuracies that occur in the consumer reporting industry is a “mixed file.”

19. A mixed file is a consumer report in which some or all of the information in the report pertains to an individual who is not the subject of the report.

20. The main cause of mixed files is a CRA’s failure to use full identifying information to match records to the personal identifying information of consumers who are the subjects of its reports.

21. Defendant employs policies and procedures that do not include the use of a reasonable number of identifiers, and that frequently allow the information belonging to one consumer to appear in the consumer file of another.

22. Defendant employs these loose matching procedures in order to maximize the number of reports which contain information, accurate or not. IntelliScript intentionally employs procedures that maximize the likelihood of a match between any inquiry and some data in its database about one or more consumers, purposefully prioritizing quantity of matches over accuracy of matches.

23. Defendant’s reporting of inaccurate information is not accidental, nor a result of simple negligence, but instead a result of deliberately designed policies and procedures.

C. IntelliScript Improperly Shifts the Burden Of Investigating Disputes Onto Consumers and Fails to Communicate Disputes to its Third Party Sources as Required by the FCRA.

24. In part to combat the problems associated with inaccurate reporting, Congress included a mechanism in the FCRA by which consumers may dispute inaccurate or incomplete information in their credit files.

1 25. When a consumer notifies a CRA that he or she disputes “the completeness or
2 accuracy of any item of information contained in [his or her] file,” the CRA must “conduct a
3 reasonable reinvestigation to determine whether the disputed information is inaccurate and
4 record the current status of the disputed information, or delete the item from the file” within
5 30 days of receiving the consumer’s dispute. 15 U.S.C. § 1681i(a)(1)(A).

6 26. It is well-established that receipt of a consumer dispute imposes a burden on a
7 CRA to conduct a substantive investigation or delete the information – the CRA cannot shift this
8 duty of investigation to the consumer. *See Cushman v. Trans Union, LLC*, 115 F.3d 220, 225 (3d
9 Cir. 1997) (“a reinvestigation that merely shifts the burden back to the consumer and the credit
10 grantor cannot fulfill the obligations contemplated by the statute.”); *see also Lambert v.*
11 *Beneficial Mortg. Corp.*, No. 3:05-cv-05468-RBL, 2007 WL 1309542, at *5 (W.D. Wash. May 4,
12 2007) (quoting *Cushman*).

13 27. However, when consumers dispute the completeness or accuracy of prescription
14 or medical history on IntelliScript reports, Defendant nonetheless attempts to shift the burden
15 of conducting a reinvestigation back onto the consumer.

16 28. Rather than undertake a reasonable reinvestigation, Defendant responds to
17 consumer disputes with a form communication stating that the consumer must obtain
18 underlying documentation regarding the disputed information and send it to Defendant in
19 order for the dispute to be verified and revisions to the report made.

20 29. If the consumer does not provide the requested records, Defendant takes no
21 further action on the dispute, and will not remove inaccurate information, even when a basic
22 investigation by Defendant would reveal the inaccuracy.

23 30. Defendant’s refusal to conduct its own investigations without receipt of records
24 from consumers improperly shifts the burden imposed by FCRA section 1681i(a) to the
25 consumer, and does not constitute a reasonable reinvestigation under the statute.

31. With respect to information Defendant obtains from other CRAs such as MIB, Defendant operates as a “reseller” of this information, and thus may comply with its FCRA reinvestigation obligations by forwarding the consumer’s dispute to the CRA source of information if Defendant determines that it was not cause of the inaccuracy or incompleteness. 15 U.S.C. § 1681i(f).

32. Defendant, however, does not forward consumer disputes of information it obtains from MIB and/or other CRAs, even when Defendant determines that it was not the cause of the disputed inaccuracy or incompleteness, and therefore prevents consumers from correcting information it obtains from MIB and/or other CRAs through the dispute and reinvestigation process.

33. Defendant’s failure to conduct reinvestigations of consumer disputes or forward disputes to its CRA sources of information is not a mistake or error, but a result of intentionally-adopted policies and procedures.

D. IntelliScript Fails to Disclose the True Source(s) of its Medical and Prescription Information.

34. Defendant furthermore impairs consumers’ ability to correct inaccuracies on the reports it sells by concealing some of the sources from which it obtains information.

35. IntelliScript purports to comply with the disclosure requirement of FCRA section 1681g(a), by providing consumers with information in their file in response to requests by consumers.

36. However, in its disclosures of information to consumers, IntelliScript fails to identify the source(s) from which it obtains information, including pharmacy benefit managers, other CRAs such as MIB, and other vendors.

37. Thus, consumers have no way of knowing whether a particular item of information was retrieved directly from a pharmacy, from a pharmacy benefit manager, from another CRA such as MIB, or a vendor.

1 38. The addition of a pharmacy benefit manager, other CRA and/or vendor into the
2 chain of information introduces another opportunity for errors, including in personal identifying
3 information which can cause information to be placed in the wrong consumer's file.

4 39. The fact that information was obtained from a pharmacy benefit manager is
5 essential for a consumer to properly address any inaccurate reporting, so that a consumer can
6 determine whether an error originated with the pharmacy or with a third party, and ensure that
7 any pharmacy benefit manager does not further spread the error.

8 40. Similarly, disclosing other CRA sources of information such as MIB is essential so
9 that consumers can separately contact those CRAs to determine whether any error originated
10 with another company and prevent it from selling inaccurate information to other CRAs or end
11 users.

12 41. The disclosure of MIB as a source of information is particularly important in light
13 of Defendant's failure to forward consumer disputes of information obtained from MIB to MIB.

14 42. The FCRA unambiguously requires CRAs such as Defendant to "clearly and
15 accurately disclose to the consumer" who requests his or her file "the sources" that supplied
16 any "information" to the CRA about that consumer. 15 U.S.C. § 1681g(a)(2).

17 43. Disclosure of the true source of a CRA's information is vital so that consumers
18 always know who is furnishing important information about them.

19 44. Nevertheless, and despite the clear mandate of FCRA § 1681g(a)(2), Defendant
20 fails to disclose to consumers the pharmacy benefit manager sources of information that it
21 collects and reports about them.

22 **E. The Experience of the Representative Plaintiff.**

23 45. Plaintiff is a consumer about whom Defendant sold inaccurate prescription and
24 medical history information, to whom Defendant failed to disclose information as required by
25 the FCRA, and for whom Defendant refused to conduct a reasonable reinvestigation as required
26 by the FCRA after Plaintiff disputed.
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1 46. In or around April, 2020 Plaintiff applied for life insurance with Americo Financial
2 Life and Annuity Insurance Company (“Americo”).

3 47. In connection with his application, Americo requested a consumer report from
4 Defendant IntelliScript about Plaintiff, including his prescription and medical history. Americo
5 provided Defendant with Plaintiff’s first and last name, social security number, and full date of
6 birth.

7 48. On or about April 21, 2020, Defendant prepared a report about Plaintiff,
8 including prescription history and medical history, and sold it to Americo for a fee.

9 49. Upon information and belief, Defendant obtained information that it placed on
10 the report from one or more pharmacy benefit managers.

11 50. The April 21, 2020 report was grossly inaccurate.

12 51. The prescription history was inaccurate because it included thirteen (13)
13 different medications that Plaintiff has never been prescribed or taken.

14 52. The medical history was inaccurate because it contained 176 different entries
15 for medical care Plaintiff has never received, for conditions he has never had, including
16 osteoarthritis, diabetes, liver disease, chest pains, and sleep apnea.

17 53. Despite having been provided with Plaintiff's name, address, social security
18 number and date of birth, Defendant did not use all of those personal identifiers in determining
19 whether to place prescription and medical history information on the report.

20 54. This mixing of the files was a result of Defendant’s use of an imprecise matching
21 procedure to match prescription and medical history records to individuals, such as Plaintiff.

22 55. On or about April 29, 2020, Americo denied Plaintiff’s application for life
23 insurance on the basis of the inaccurate IntelliScript report.

24 56. When Plaintiff learned he had been denied because of the IntelliScript report, he
25 was shocked and concerned. Plaintiff immediately contacted IntelliScript and requested a copy
26 of his file.
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1 57. On or about April 29, 2020, IntelliScript provided a response to Plaintiff's
2 request, which consisted of a letter and a copy of the report provided to Americo.

3 58. IntelliScript's response to Plaintiff's request for information did not identify the
4 pharmacy benefit manager sources of the information contained on the report, or whether any
5 of the information on the report was obtained from MIB or any other CRA.

6 59. Notwithstanding the FCRA's requirements, IntelliScript deprived Plaintiff of this
7 valuable information according to its standard practice and procedure.

8 60. Recognizing that the vast majority of the information on the report to Americo
9 was inaccurate, Plaintiff contacted Defendant on or about April 29, 2020 to dispute the accuracy
10 of the report.

11 61. On or about April 30, 2020, Defendant responded to Plaintiff's dispute with a
12 communication requiring Plaintiff to complete a series of steps in order for them to process his
13 dispute, including that he confirm his personal identifying information and "respond in writing
14 with the full list of Item Numbers you are disputing."

15 62. Defendant demanded that Plaintiff "request a copy of your record from the
16 pharmacy where these prescriptions are noted as having been filled and forward to us when
17 you receive it." Defendant stated that "receiving this pharmacy information is crucial to be able
18 to make the proper revisions immediately." Defendant further stated that "*Once pharmacy*
19 *records are received*, we will verify your dispute, file the records, and revise your report to
20 remove the erroneous items."

21 63. Plaintiff promptly responded and confirmed his personal identifying
22 information, and identified precisely the medical history and prescription information he was
23 disputing.

24 64. Plaintiff also explained why it was impossible for him to obtain the requested
25 pharmacy records, stating that with the exception of two accurate prescriptions entries, the
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1 remaining pharmacies listed on the report “should have no record of me as I have never been
2 there.”

3 65. Plaintiff followed up with Defendant multiple times by phone over the following
4 weeks, but was not able to reach anyone and did not receive any response to his voicemail
5 messages.

6 66. Defendant did not conduct any reinvestigation of Plaintiff’s dispute, and did not
7 remove any of the disputed information.

8 67. Defendant did not forward Plaintiff’s dispute to any CRA from which it obtained
9 the disputed information.

10 68. Defendant’s handling of Plaintiff’s dispute was not the result of error or mistake,
11 but was consistent with its intentionally-adopted policies and procedures for handling
12 consumer disputes.

13 69. At all times pertinent hereto, Defendant’s conduct was a result of its deliberate
14 policies and practices, was willful, and carried out in reckless disregard for a consumer’s rights
15 as set forth under § 1681e(b), § 1681g(a)(2), § 1681i(a), and § 1681i(f) of the FCRA, and further
16 assumed an unjustifiable high risk of harm.

17 70. As of result of Defendant’s conduct, Plaintiff has suffered damages in the form
18 of (a) loss of insurance opportunity, (b) harm to reputation, (c) emotional distress, and (d) denial
19 of statutorily-mandated information.

20 71. At all times pertinent hereto, Defendant was acting by and through its agents,
21 servants and or employees who were acting within the course and scope of their agency or
22 employment, and under the direct supervision and control of the Defendant herein.

23 **V. CLASS ACTION ALLEGATIONS**

24 72. Plaintiff brings this action pursuant to the Federal Rules of Civil Procedure 23(a)
25 and 23(b)(3) on behalf of the following Classes:

- 1 a. **1681e(b) Inaccuracy Class:** All persons residing in the United States
 2 (including all Territories and other political subdivisions of the United
 3 States), beginning five years prior to the filing of this Complaint and
 4 continuing through the resolution of this action, about whom Defendant
 sold a report to a third party containing one or more items of information
 which did not pertain to the individual who was the subject of the report.
- 5 b. **1681i Failure to Reinvestigate Class:** All persons residing in the United
 6 States (including all Territories and other political subdivisions of the
 7 United States), beginning five years prior to the filing of this Complaint
 8 and continuing through the resolution of this action, who disputed the
 9 completeness and/or accuracy of one or more items of information on
 an IntelliScript report, and for whom Defendant neither conducted any
 reinvestigation nor deleted the disputed information within thirty days
 of the consumer's dispute.
- 10 c. **1681i Written Communication Class:** All persons residing in the United
 11 States (including all Territories and other political subdivisions of the
 12 United States), beginning five years prior to the filing of this Complaint
 13 and continuing through the resolution of this action, who disputed the
 14 completeness and/or accuracy of one or more items of information on
 15 an IntelliScript report, and to whom Defendant sent a communication
 substantially similar to the April 29, 2020 communication Defendant sent
 to Plaintiff.
- 16 d. **1681i(f) Class:** All persons residing in the United States (including all
 17 Territories and other political subdivisions of the United States),
 18 beginning five years prior to the filing of this Complaint and continuing
 19 through the resolution of this action, who disputed the completeness
 20 and/or accuracy of one or more items of information on an IntelliScript
 21 report which Defendant obtained from another consumer reporting
 agency, and for whom IntelliScript neither conducted its own
 reinvestigation of the information nor forwarded the dispute to the
 consumer reporting agency from which it obtained the information.
- 22 e. **1681g(a)(2) Class:** All persons residing in the United States (including all
 23 Territories and other political subdivisions of the United States),
 24 beginning five years prior to the filing of this Complaint and continuing
 25 through the resolution of this action to whom Defendant responded to a
 26 consumer request for information with a document which did not
 27 identify any third party source(s) from which Defendant obtained the
 information on the report.

1 73. Plaintiff reserves the right to amend the definition of the Classes based on
2 discovery or legal developments.

3 74. **Numerosity. FED. R. CIV. P. 23(a)(1).** The Class members within each Class are so
4 numerous that joinder of all is impractical. Upon information and belief Defendant procures
5 and sells hundreds if not thousands of consumer reports each year, and those persons' names
6 and addresses are identifiable through documents maintained by Defendant.

7 75. **Existence and Predominance of Common Questions of Law and Fact. FED. R. CIV.**
8 **P. 23(a)(2).** Common questions of law and fact exist as to all members of the Classes and
9 predominate over the questions affecting only individual members. The principal questions
10 concern whether Defendant violated the FCRA by failing to follow reasonable procedures to
11 assure the accuracy of information on its reports, by refusing to conduct reinvestigations,
12 and/or by misrepresenting source(s) from which it obtains medical history and prescription
13 information.

14 76. **Typicality. FED. R. CIV. P. 23(a)(3).** Plaintiff's claims are typical of the claims of
15 each Class member. Plaintiff has the same claims for statutory and punitive damages as Class
16 members, arising out of Defendant's common course of conduct.

17 77. **Adequacy. FED. R. CIV. P. 23(a)(4).** Plaintiff is an adequate representative of the
18 Classes. His interests are aligned with and are not antagonistic to, the interests of the members
19 of the Classes he seeks to represent, he has retained counsel competent and experienced in
20 such litigation, and he intends to prosecute this action vigorously. Plaintiff and his counsel will
21 fairly and adequately protect the interests of members of the Classes.

22 78. **Predominance and Superiority. FED. R. CIV. P. 23(b)(3).** Questions of law and fact
23 common to the Class members predominate over questions affecting only individual members,
24 and a class action is superior to other available methods for fair and efficient adjudication of
25 the controversy. The statutory and punitive damages sought by each member are such that
26 individual prosecution would prove burdensome and expensive given the complex and
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extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for the members of the Classes individually to redress effectively the wrongs done to them. Even if the members of the Classes themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expenses to all parties and to the court system presented by the complex legal and factual issues raised by Defendant's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a unified proceeding.

VI. CAUSES OF ACTION

COUNT I

15 U.S.C. § 1681e(b)

Plaintiff Healy Individually and on behalf of the 1681e(b) Inaccuracy Class

79. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

80. Plaintiff is a "consumer," as defined by the FCRA, 15 U.S.C. § 1681a(c).

81. The report Defendant sold to Americo is a "consumer report" within the meaning of 15 U.S.C. § 1681a(d).

82. Pursuant to 15 U.S.C. §§ 1681n and 1681o, Defendant is liable for failing to follow reasonable procedures to assure the maximum possible accuracy of the information it sold about Plaintiff and members of the Class, in violation of 15 U.S.C. § 1681e(b).

COUNT II

15 U.S.C. § 1681i(a)

Plaintiff Healy Individually

and on behalf of the 1681i Written Communication Class

and the 1681i Failure to Reinvestigate Class

83. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

84. Pursuant to 15 U.S.C. §§ 1681n and 1681o of the FCRA, Defendant is liable for failing to conduct a reasonable reinvestigation into the completeness and/or accuracy of information disputed by the consumer or delete the disputed information, in violation of 15 U.S.C. § 1681i(a).

COUNT III

15 U.S.C. § 1681i(f)

Plaintiff Healy Individually

and on behalf of the 1681i(f) Class

85. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

86. With respect to all information that Defendant obtains from other consumer reporting agencies and includes on the reports it compiles and sells about consumers, Defendant is a “reseller” as defined by the FCRA, 15 U.S.C. § 1681a(u).

87. Pursuant to 15 U.S.C. §§ 1681n and 1681o of the FCRA, Defendant is liable for failing to forward disputes of information obtained from other consumer reporting agencies to the agency from which it was obtained, even where it has determined that Defendant was not the cause of the alleged inaccuracy, in violation of FCRA section 1681i(f).

COUNT IV

15 U.S.C. § 1681g(a)(2)

Plaintiff Healy Individually

and on behalf of the 1681g(a)(2) Class

88. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

89. Pursuant to 15 U.S.C. §§ 1681n and 1681o, Defendant is liable for failing to accurately and clearly disclose the true sources information in consumer file disclosures, in violation of 15 U.S.C. § 1681g(a)(2).

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes pray for relief as follows:

A. An order certifying the case as a class action on behalf of the proposed Classes under Federal Rule of Civil Procedure 23 and appointing Plaintiff and the undersigned counsel of record to represent same;

B. An award of actual, statutory and punitive damages for Plaintiff and the Classes;

C. An award of pre-judgment and post-judgment interest as provided by law;

D. An award of attorney's fees and costs; and

E. Such other relief as the Court deems just and proper.

VIII. TRIAL BY JURY

Plaintiff hereby requests a trial by jury on those causes of action where a trial by jury is allowed by law.

1 RESPECTFULLY SUBMITTED AND DATED this 5th day of October, 2020.

2 TERRELL MARSHALL LAW GROUP PLLC

3
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25 *Attorneys for Plaintiff*

26 *Pro Hac Vice application forthcoming

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

JAMES HEALY

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

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

Beth E. Terrell, WSBA #26759, Terrell Marshall Law
Group PLLC, 936 N. 34th St., Seattle, WA 98103 (206) 816-6603

DEFENDANTS

MILLIMAN, INC., d/b/a IntelliScript.

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 ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" 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 Suit 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 (Excludes 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	PERSONAL INJURY <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 - Medical Malpractice	<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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <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 Other: <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			

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):
15 U.S.C. §§ 1681-1681x
Brief description of cause:
Fair Credit Reporting Act violations

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 SIGNATURE OF ATTORNEY OF RECORD

October 5, 2020

WSBA #26759

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.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.

Western District of Washington

JAMES HEALY,

Plaintiff(s)

V.

MILLIMAN, INC., d/b/a INTELLISCRIPIT,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

MILLIMAN, INC., d/b/a INTELLISCRIP
c/o CT Corporation System, Registered Agent
711 Capitol Way South, Suite 204
Olympia, Washington 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: Beth E. Terrell, WSBA #26759

Beth E. Terrell, WSBA #26759
TERRELL MARSHALL LAW GROUP PLLC
Email: bterrell@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869 Telephone: (206) 816-6603

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:

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 IntelliScript Fails to Ensure Accuracy of Medical Info in Reports Sold to Insurance Cos.](#)
