

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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.

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

7 **II. PARTIES**

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

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

14 **III. JURISDICTION & VENUE**

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

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

17 **IV. FACTUAL ALLEGATIONS**

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

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

22 8. Defendant’s reports are highly detailed; prescription histories include drug  
23 name, dosage, fill date, pharmacy and physician information.<sup>1</sup> Medical histories include  
24

25  
26  
27 <sup>1</sup> 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.<sup>2</sup>

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

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”).<sup>4</sup>

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.”<sup>5</sup>

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.

21  
22  
23  
24  
25 

---

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

26 <sup>3</sup> *Id.*

27 <sup>4</sup> *Id.*

<sup>5</sup> *Id.*

1 **B. IntelliScript Fails to Accurately Report Consumer Information.**

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

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

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

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

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

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

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

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

24 24. In part to combat the problems associated with inaccurate reporting, Congress  
25 included a mechanism in the FCRA by which consumers may dispute inaccurate or incomplete  
26 information in their credit files.  
27

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.

1           31. With respect to information Defendant obtains from other CRAs such as MIB,  
2 Defendant operates as a “reseller” of this information, and thus may comply with its FCRA  
3 reinvestigation obligations by forwarding the consumer’s dispute to the CRA source of  
4 information if Defendant determines that it was not cause of the inaccuracy or incompleteness.  
5 15 U.S.C. § 1681i(f).

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

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

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

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

18           35. IntelliScript purports to comply with the disclosure requirement of FCRA section  
19 1681g(a), by providing consumers with information in their file in response to requests by  
20 consumers.

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

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

27

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.

27

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.

27



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  
26  
27

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:  
26  
27

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

1 extensive litigation necessitated by Defendant’s conduct. It would be virtually impossible for  
2 the members of the Classes individually to redress effectively the wrongs done to them. Even if  
3 the members of the Classes themselves could afford such individual litigation, it would be an  
4 unnecessary burden on the courts. Furthermore, individualized litigation presents a potential  
5 for inconsistent or contradictory judgments and increases the delay and expenses to all parties  
6 and to the court system presented by the complex legal and factual issues raised by Defendant’s  
7 conduct. By contrast, the class action device will result in substantial benefits to the litigants  
8 and the Court by allowing the Court to resolve numerous individual claims based upon a single  
9 set of proof in a unified proceeding.

10 **VI. CAUSES OF ACTION**

11 **COUNT I**

12 **15 U.S.C. § 1681e(b)**

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

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

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

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

20 82. Pursuant to 15 U.S.C. §§ 1681n and 1681o, Defendant is liable for failing to follow  
21 reasonable procedures to assure the maximum possible accuracy of the information it sold  
22 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**

1  
2  
3  
4 88. Plaintiff incorporates the foregoing paragraphs as though the same were set  
5 forth at length herein.

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

9  
10 **VII. PRAYER FOR RELIEF**

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

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

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

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

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

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

19 **VIII. TRIAL BY JURY**

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

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

2 TERRELL MARSHALL LAW GROUP PLLC

3  
4 By: /s/ Beth E. Terrell, WSBA #26759  
5 Beth E. Terrell, WSBA #26759  
6 Email: bterrell@terrellmarshall.com

7 By: /s/ Adrienne D. McEntee, WSBA #34061  
8 Adrienne D. McEntee, WSBA # 34061  
9 Email: amcentee@terrellmarshall.com  
10 936 North 34th Street, Suite 300  
11 Seattle, Washington 98103-8869  
12 Telephone: (206) 816-6603  
13 Facsimile: (206) 319-5450

14 James A. Francis\*  
15 Email: jfrancis@consumerlawfirm.com  
16 John Soumilas\*  
17 Email: jsoumilas@consumerlawfirm.com  
18 Lauren KW Brennan\*  
19 Email: lbrennan@consumerlawfirm.com  
20 FRANCIS MAILMAN SOUMILAS, P.C.  
21 1600 Market Street, Suite 2510  
22 Philadelphia, Pennsylvania 19103  
23 Telephone: (215) 735-8600  
24 Facsimile: (215) 940-8000

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, 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

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, 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: [X] 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.

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

UNITED STATES DISTRICT COURT

for the

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 INTELLISCRIPIT
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
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: