

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN (JACKSON) DIVISION**

John Edward Meeks, on behalf of
himself and all of those similarly situated

Plaintiff,

v.

Wells Fargo, N.A., d/b/a Wells Fargo
Financial National Bank; Mississippi
Iron Works, Inc.; Cary W. Crawley,
individually

Defendants.

Civil Cause No.: 3:17-CV-749-TSL-RHW

Class Action Complaint

Jury Trial Demanded

COMPLAINT

COMES NOW the Plaintiff and prospective Class Representative, under Federal Rule of Civil Procedure 23, John Edward Meeks, on behalf of himself and all of those similarly situated, who files suit against the above-named Defendants, and pleads as follows:

JURY TRIAL DEMANDED

PARTIES

1. The Plaintiff, John Edward Meeks (“Mr. Meeks” or “The Plaintiff”), 69, is an adult citizen of Yazoo County, Mississippi. Mr. Meeks resides at: 1927 Barnwell Circle, Yazoo City, Mississippi 39194.

2. The first-named Defendant, Wells Fargo, N.A., d/b/a Wells Fargo Financial National Bank is a national banking corporation with its (nominal) principal office address located in Sioux Falls, South Dakota. Wells Fargo may be served with process through its

registered agent with the Mississippi Secretary of State's Office: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

3. The second-named Defendant, Mississippi Iron Works, Inc. ("Mississippi Iron Works") is a Mississippi corporation registered to transact business in the state of Mississippi, with its principal place of business located at: 980 South State Street, Jackson, Mississippi 39201. Mississippi Iron Works may be served with process through its registered agent with the Mississippi Secretary of State's Office: Cary W. Crawley, 230 Bellewether Pass, Ridgeland, Mississippi 39157.

4. The third-named Defendant, Cary W. Crawley, individually, is an adult citizen of the state of Mississippi. Cary Crawley is the President and Owner of Mississippi Iron Works. Cary Crawley also was the door-to-door salesman who marketed, sold, and completed the transaction documents that are at issue in this lawsuit.

JURISDICTION AND VENUE

5. This Court possesses subject matter jurisdiction over the claims made in this Complaint based upon federal question jurisdiction under The Truth in Lending Act ("TILA"), 15 U.S.C. § 1601, *et. seq.*, as amended. Further, this Court also possesses subject matter jurisdiction over the claims of this Complaint based upon the following federal statutes: the Racketeering Influenced and Corrupt Organizations Act and the Fair Credit Reporting Act.

6. This Court possesses personal jurisdiction over each of the Defendants in this action based upon their substantial and purposeful contacts with Mississippi, the forum state.

7. Venue for this dispute properly lies with this Court, as this litigation involves substantial alleged acts or omissions which occurred in Yazoo City, Yazoo County, Mississippi (among other locations, presumably), located within judicial district of the United States District Court for the Southern District of Mississippi.

**REQUEST FOR CLASS CERTIFICATION UNDER FEDERAL RULE OF
CIVIL PROCEDURE 23**

8. Mr. Meeks, on behalf of those similarly-situated, seeks certification as the class representative for a class action lawsuit, under Rule 23 of the Federal Rules of Civil Procedure.

9. The class(es) sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with Mr. Meeks as the class representatives, are:

Nationwide Class One (TILA Class):

All of those persons in the United States who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', violations of the Truth in Lending Act in the form of being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Mississippi Sub-Class One (TILA Sub-Class):

All of those persons who reside, or have resided in the state of Mississippi, who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', violations of the Truth in Lending Act in the form of being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Nationwide Class Two (RICO Class):

All of those persons in the United States who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', conspiracy to violate of the Racketeering Influenced and Corrupt Organizations Act in the

form of being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Mississippi Sub-Class Two (RICO Sub-Class):

All of those persons who reside, or who have resided, in the state of Mississippi who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', conspiracy to violate of the Racketeering Influenced and Corrupt Organizations Act in the form of being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Nationwide Class Three (FCRA Class):

All of those persons in the United States who have suffered injuries as a result of Wells Fargo's violations of the Fair Credit Reporting Act in the form of having false credit-reporting-information regarding unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present reported against their credit histories with the major credit-reporting bureaus, *i.e.*, Equifax, TransUnion, and Experian.

Mississippi Sub-Class Three (FCRA Class):

All of those persons who reside, or have resided, in the state of Mississippi who have suffered injuries as a result of Wells Fargo's violations of the Fair Credit Reporting Act in the form of having false credit-reporting-information regarding unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present reported against their credit histories with the major credit-reporting bureaus, *i.e.*, Equifax, TransUnion, and Experian.

Nationwide Class Four (Fraud Class):

All of those persons in the United States who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', fraud as it relates to being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Mississippi Sub-Class Four (Fraud Sub-Class):

All of those persons who reside, or who have resided, in Mississippi who have suffered injuries as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', fraud as it relates to being signed up for an unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

Class Five (MCPA Class):

All of those persons who reside, or who have resided, in Mississippi who have suffered injuries under the Mississippi Consumer Protection Act as a result of Wells Fargo's, and its co-branding agent, Mississippi Iron Works', unauthorized Wells Fargo Visa Home Projects Credit Card from 2012-present.

10. Mr. Meeks, as a victim of the deceptive, fraudulent, and conspired financing-scheme of the Defendants, has been financially-injured by the offensive and repugnant business practices described in this Complaint.

11. Mr. Meeks, as the prospective class(es) representative, and the prospective members of this/these class(es), under Federal Rule of Civil Procedure 23, have shared similar injuries, and have suffered from similar forms of financial injury as a sole and proximate result of the deceptive, fraudulent, and conspired financing-scheme of the Defendants, has been financially-injured by the offensive and repugnant business practices described in this Complaint.

12. Specifically, as relates to the appropriateness of the proposed class certifications under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Defendants have acted and/or refused to act on grounds generally applicable to the class, making appropriate declaratory and injunctive relief with respect to Mr. Meeks, and the class(es) as a whole. The proposed class members are entitled to injunctive relief to end the Defendants'

common, uniform, planned, conspired, and deceptive financing-scheme described in this Complaint.

13. Further, the proposed class is so numerous that joinder would be impracticable. Although the precise number of members of the proposed class is currently unknown, this number is far greater than can be feasibly addressed through joinder.

14. The class members of the proposed class also share common questions of fact and law. Among these common questions of fact are law are: (1) whether the Defendants' policies or practices, as relate to the financing-scheme of the Defendants for Mississippi Iron Works products are deceptive, unlawful, unconscionable, and fraudulent; (2) whether the Defendants' policies and practices violate the TILA, 15 U.S.C. § 1601 *et seq.*, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute); (3) whether the Defendants' common, coordinated, premeditated, and intentional scheme to violate the TILA is a violation of the civil Racketeering Influenced and Corrupt Organizations Act; (4) whether Wells Fargo's (knowingly false) reporting of these unauthorized Wells Fargo Visa Home Projects Credit Card accounts as "revolving, open-ended" credit-accounts with the major credit-reporting bureaus constitute violations of the Fair Credit Reporting Act; (5) whether the Defendants' policies or practices, as relate to the financing-scheme of the Defendants for Mississippi Iron Works products constitute common law fraud; (6) whether the Defendants' policies or practices, as relate to the financing-scheme of the Defendants for Mississippi Iron Works products constitute violations of the Mississippi Consumer Protection Act; and (7) whether monetary damages, injunctive relief, and/or other equitable remedies for the class(es) are warranted.

15. Mr. Meeks, the proposed class(es) representative, has suffered injuries, and has claims, that are typical of all customers (victims) of the deceptive, and conspiratorial, financing practices described in this Complaint.

16. Mr. Meeks, as the proposed class(es) representatives (the Class Plaintiffs), will fairly and adequately represent and protect the interests of the members of the class. Further, Mr. Meeks has retained counsel that has experienced in class action litigation and who intends to pursue this matter through a jury verdict, and is necessary, any and all appeals.

FACTS

17. This lawsuit is yet another example of the disgusting manner in which Wells Fargo's well-publicized fraud-scandal touches nearly every consumer product-line that Wells Fargo, and its co-branding agents, have pushed onto an unsuspecting public. This case, specifically, involved the fraudulent consumer credit-product named the "Wells Fargo Visa Home Projects Credit Card".

18. In a nutshell, this lawsuit involves the fraudulent and dishonest financing-scheme devised and perpetuated by the Defendants in which unauthorized and never-disclosed Wells Fargo credit cards are used to finance the window and door purchases of Mississippi Iron Works consumer-products. As detailed in this Complaint, the Defendants conspired to create a financing-scheme in which Mississippi Iron Works, and its President and Owner, Cary W. Crawley (who also acts as a door-to-door salesman), fraudulently signed customers up for unauthorized and concealed Wells Fargo Visa Home Projects Credit Card(s).

19. Specifically: on September 11, 2014, Mississippi Iron Works Owner and President, Cary Crawley, while engaging in unsolicited door-to-door sales in the Yazoo City area knocked on Mr. Meeks door at 1927 Barnwell Circle, Yazoo City, Mississippi 39201.

20. For all intents and purposes, Cary Crawley, while engaged in his unsolicited door-to-door sale call of Mr. Meeks on September 1, 2014, was acting in his individual capacity and also, and simultaneously, as a dual agent, for the financial benefit, of Mississippi Iron Works and Wells Fargo, N.A., d/b/a Wells Fargo Financial National Bank.

21. The reason that the Defendants, via Cary Crawley, were canvassing Mr. Meeks neighborhood in Yazoo City in early September 2014 was to capitalize, financially, upon a home invasion and robbery of an elderly lady in Yazoo City in late August 2014.

22. At the conclusion of the Defendants' unsolicited, door-to-door sales call of Mr. Meeks on September 11, 2014, Mr. Meeks agreed to purchase from Mississippi Iron Works three custom security doors, a set of double doors, and installation of "security screens" on all of Mr. Meeks' first floor windows in his home.

23. The total cost of the Mississippi Iron Works products that Mr. Meeks purchased is \$13,950.00.

24. The cost of Mr. Meeks' purchase, according to the Mississippi Iron Works Work Order and Invoice provided him by the Defendants, would be financed through a "60 months no interest" closed-end loan.

25. The words "Wells Fargo" nor "credit card" were ever used in the presence of Mr. Meeks during his unsolicited, door-to-door sales call on September 11, 2014.

26. The Mississippi Iron Works Work Order and Invoice provided to Mr. Meeks – which purported to detail the material terms of this consumer-product-transaction – is attached to, and incorporated into, this Complaint as Exhibit “1”.

27. Mr. Meeks, and without any equivocation, never saw, never was provided, nor did he ever sign, any Wells Fargo Visa Home Projects Credit Card Application.

28. Nonetheless, the Defendants conspired in an unlawful scheme to sign Mr. Meeks up for an unauthorized, fraudulent, and criminal Wells Fargo Visa Home Project Credit Card.

29. A copy of the fraudulent, unlawful, and unauthorized Wells Fargo Visa Home Project Credit Card forced upon Mr. Meeks is attached to, and incorporated into, this Complaint as Exhibit “2”.

30. Due to widespread, intentional, and systemic fraud related to the Wells Fargo Visa Home Projects Credit Card, as of June 2017, has been terminated, as a product-line, by Wells Fargo. This is exactly the fraud that has caused Mr. Meeks financial injury and that serves as the basis for this class action lawsuit.

31. The financing of the Mississippi Iron Works’ consumer-products is completely, utterly, and intentionally misrepresented by the Defendants, who are acting in concert. Specifically, this allegation is centered on the Defendants’ concerted unlawful schemes to defraud the consumer-public through unauthorized Wells Fargo Visa Home Projects Credit Cards used to finance consumer-purchases of home improvement products and also to induce, in a predatory manner, these unsuspecting victims to use the

unauthorized Wells Fargo Visa Home Projects Credit Card for other purchases that carry an over 30% APR, and that also contain oppressive, if not usurious, terms on late fees, etc.

32. The main (but not only) goal of the unlawful scheme of the Defendants, as detailed in this Complaint, is force a horrible and unfavorable product – the Wells Fargo Visa Home Projects Credit Card – onto the public without their knowledge. This is necessary because no reasonable consumer, with full disclosure of the terms of the Wells Fargo Visa Credit Card, would ever agree to those terms – including its hidden waiver of class-action rights and forced, individual arbitration (with delegation) clauses.

33. The Wells Fargo Visa Home Projects Credit Card (which, thankfully, even Wells Fargo had enough of a conscience to discontinue, but only in June 2017, and only after getting exposed its wrongful conduct) is a deal so unconscionable that only an unethical company (Wells Fargo) would offer such a deal – and only a tricked/defrauded person would accept (not John Meeks, as he never signed any Wells Fargo Visa Home Projects Credit Card Agreement).

34. As a standard practice, the Defendants' sales force completes all paperwork that is executed during these door-to-door, unsolicited, in-home appointments so that their customers (victims) cannot possibly learn about the true nature of the financing of these Mississippi Iron Works purchases. The true nature of the financing, unbeknownst to the Defendants' customers (victims), turns out to be an undisclosed, revolving, and open-ended Wells Fargo Visa Home Projects Credit Card.

35. Additionally, Wells Fargo, as a pattern and practice, reports these unlawful and unauthorized Wells Fargo Visa Home Projects Credit Card (sham) accounts as open-ended,

revolving credit accounts against the credit histories of their victims. This is precisely what Wells Fargo did to Mr. Meeks to harm his credit histories with the major credit-reporting bureaus in the United States.

36. At all relevant times, Wells Fargo was covered under the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, as a furnisher of consumer-credit-reporting-information to the major credit bureaus of the United States; Mr. Meeks was/is a covered “consumer” under the FCRA; and the above-referenced wrongful, and unlawful, actions on the part of Wells Fargo constitute knowing, intentional, and extreme violations of the FCRA.

37. Further, the wrongful, unlawful, and actively-concerted activity on the part of the Defendants, as pleaded in this Complaint, constitutes multiple, and serious, violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) 18 U.S.C. § 1962(c), and 18 U.S.C. § 1962(d).

38. Throughout the time-period relevant to this action, the Defendants concealed from and failed to inform Plaintiff and the other class members vital information about the true financing of these consumer-product purchases. Defendants knowingly, affirmatively, and actively concealed the true nature of the financing-vehicle for these transactions and knowingly reported false, harmful, information against Mr. Meeks’, and the class(es)’ credit histories.

39. Mr. Meeks has suffered financial damages, including damages stemming from false and negative information reported against his credit history, as a result of the wrongful and deceptive acts committed by the Defendants, as pleaded in this Complaint.

**COUNT ONE – VIOLATIONS OF TRUTH IN LENDING ACT, AS AMENDED,
15 U.S.C. § 1601 ET. SEQ.**

40. Mr. Meeks incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

41. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious violations of the Truth in Lending Act, as amended, 15 U.S.C. § 1601, *et. seq.* In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Mississippi Iron Works (and for which Wells Fargo provides exclusive, and deceptive, financing).

42. The predatory nature of inducing unsuspecting victims to use the Wells Fargo Visa Home Projects Credit Card, with its concealed, unconscionable, and unfavorable terms is also a basis for the knowing, pre-meditated, and concerted violations of the TILA, as pleaded in this Complaint.

43. There was, quite simply, no truth in the lending-practices of the Defendants, as detailed in this Complaint.

44. A copy of Wells Fargo's (whitewashed and misleading) Overview of its (now-terminated) Wells Fargo Visa Home Projects Credit Card Program is attached to, and incorporated into, this Complaint as Exhibit "3".

45. A copy of Wells Fargo's (false propaganda), titled, "Contractor guide on how to promote the *Home Projects* Visa credit card to homeowners" is attached to, and incorporated into, this Complaint as Exhibit "4". **Please note:** the "Go through the simple application process", contained on Page 1 of Exhibit "4" requires the Wells Fargo promoter

to: (1) “have the **homeowner** complete the application” (and not the salesman); and (2), to “Provide pages 1-2 and 5-10 to the homeowner” (this, in reality, rarely, if ever happens).

46. The wrongful acts, pleaded *supra*, have solely and proximately caused Mr. Meeks financial damages.

47. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Mr. Meeks, on behalf of himself and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$25,000,000.00**), all attorneys’ fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that is appropriate under the Truth in Lending Act, or that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT TWO – FRAUD

48. Mr. Meeks incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

49. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Mississippi Iron Works (and for which Wells Fargo provides exclusive, and deceptive, financing).

50. The above wrongful acts have solely and proximately caused Mr. Meeks severe financial damages.

51. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Mr. Meeks, on behalf of himself and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$25,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre-and-post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT THREE – BREACHES OF CONTRACT (EXPRESS WARRANTIES)

52. Mr. Meeks incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

53. The Defendants have violated the terms of the express promises made to Mr. Meeks, and upon which Mr. Meeks reasonably relied, regarding the (fraudulent and deceptive) financing of Mr. Meeks', and class(es) members', consumer-product purchased that were financed, we now know, via the Wells Fargo Visa Home Projects Credit Card Program. These breaches of express warranties and contract-terms (lies) are detailed in this Complaint, above.

54. The above-referenced violations of express contractual terms have solely and proximately caused Mr. Meeks severe financial damages.

55. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Mr. Meeks, on behalf of himself and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FOUR – VIOLATIONS OF THE MISSISSIPPI CONSUMER PROTECTION ACT, MISS. CODE § 75-24-1 ET. SEQ.

56. Mr. Meeks incorporates by reference all allegations of all previous paragraphs and further alleges as follows:

57. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, and otherwise unconscionable, financing-scheme as it relates to operation of the business marketed as Mississippi Iron Works (and for which Wells Fargo provides exclusive, and deceptive, financing).

58. The above wrongful acts have solely and proximately caused Mr. Meeks severe financial damages. These wrongful acts also constitute willful and malicious violations of the Mississippi Consumer Protection Act, Miss. Code 75-24-1 *et. seq.*

59. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, Mr. Meeks demand that they be awarded damages in an amount that shall be proved to finder-of-fact at

trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages, all attorneys' fees, all costs of litigation, expenses, all legal pre-and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

**COUNT FIVE – VIOLATIONS OF THE RACKETEERING INFLUENCED
AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. 1962(c) and (d)**

60. Mr. Meeks incorporates by reference the facts pleaded in the preceding paragraphs of this Complaint.

61. Mr. Meeks brings this cause of action on behalf of the nationwide class against all Defendants. At all relevant times, each of Defendants has been a “person” within the meaning of 18 U.S.C. § 1961(3), because each was capable of holding “a legal of beneficial interest in property.”

62. Section 1962(c) makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.” 18 U.S.C. § 1962(c).

63. Section 1962(d) makes it unlawful for “any person to conspire to violate” Section 1962(c), among other provisions. 18 U.S.C. § 1962(d).

64. At all relevant times, Defendants, along with other individuals and entities, including likely unknown third-parties, operated an association-in-fact enterprise, which was formed for the purpose of maximizing profits by unlawfully charging customers for undisclosed credit card account and falsely-represented window-products, and through which enterprise they conducted a pattern of racketeering activity under 18 U.S.C. § 1961(4).

The enterprise is called the “Enterprise.” The activities of the Enterprise affected interstate commerce through a pattern of racketeering activity.

65. At all relevant times, the Enterprise constituted a single “enterprise” or multiple enterprises within the meaning of 18 U.S.C. § 1961(4), as legal entities, as well as individuals and legal entities associated-in-fact for the common purpose of engaging in Defendants’ unlawful profit-making scheme.

66. The association-in-fact Enterprise consisted of at least Wells Fargo Bank, N.A., Mississippi Iron Works, Inc.; and Cary Crawley, individually. While members of the Enterprise participate in and are part of the enterprise, they also have an existence separate and distinct from the enterprise. The Enterprise has a systematic linkage because there are agreements, coordination activities, contracts, and financial agreements between the Defendants.

67. At all relevant times, the Enterprise: (1) had an existence separate and distinct from each RICO Defendant; (2) was separate and distinct from the pattern of racketeering in which the RICO Defendants engaged; and (3) was an ongoing and continuing organization consisting of legal entities, including Defendants, and other entities and individuals associated for the common purpose of imposing unlawful and undisclosed credit card accounts, and falsely-represented window-products, on class members through false and misleading sales tactics, omissions, and fraud, and deriving profits and revenues from those activities.

68. Each member of the Enterprise shared in the bounty generated by the enterprise.

69. The Defendants, through their illegal Enterprise, engaged in a pattern of racketeering activity, which involves a fraudulent scheme to increase revenue for Defendants and the other entities and individuals associated-in-fact with the Enterprise's activities through the illegal scheme to impose undisclosed credit card accounts, on contracts, or upon consumers without any applicable contracts, at all.

70. The Enterprise engaged in, and its activities affected, interstate and foreign commerce, because it involved commercial activities across state boundaries. Defendant, Wells Fargo, has Defendant(s), Mississippi Iron Works/Cary Crawley, engage in the concerted scheme to fraudulently gin profits through a fraudulent scheme of unauthorized consumer credit card accounts provided through the Wells Fargo Visa Home Improvements Credit Card vehicle. *See* Exhibit "4" to this Complaint.

71. Defendants' systematic schemes to unlawfully, and fraudulently, gin profits through the fraudulent financing these consumer-purchases via unauthorized consumer credit card accounts provided through the Wells Fargo Visa Home Improvements Credit Card vehicle.

72. Further, this conspiracy to defraud the public was facilitated by the use of the United States Mail and wire. Defendants' schemes constitute "racketeering activity" within the meaning of 18 U.S.C. § 1961(1), as acts of mail and wire fraud, under 18 U.S.C. §§ 1341, 1343.

73. Defendants used the mail and wire in furtherance of their scheme to unlawfully, and fraudulently, gin profits through the fraudulent financing these consumer-purchases with a fraudulent scheme of unauthorized consumer credit card accounts

provided through the Wells Fargo Visa Home Improvements Credit Card vehicle. The Enterprise provided (unauthorized) credit cards, lending documents, credit card account statements, payoff demands, and engaged in (abusive and unlawful) collection efforts through the mail or wires. Through those means, the Enterprise demanded that borrowers pay the unlawfully-ginned interest and fees from the fraudulent credit card accounts and windows-product-purchases. Defendants also accepted payments and engaged in other correspondence in furtherance of their scheme through the mail and wire.

74. The fraudulent financing-scheme, detailed in this Complaint, was unlawful. Thus, Defendants' representations that the interests, fees, and related charges were owed were fraudulent. In an effort to pursue their fraudulent scheme, Defendants knowingly fraudulently represented that the interest, fees, and charges were owed.

75. Defendants made false statements using the Internet, telephone, facsimile, United States Mail, and other interstate commercial carriers. These statements were material to Plaintiff, Mr. Meeks, and the other Class members.

76. Each of these acts constituted an act of mail fraud for purposes of 18 U.S.C. § 1341.

77. Using the Internet, telephone, and facsimile transmissions to fraudulently communicate false information about the credit-card-payments and fees to borrowers, to pursue and achieve their fraudulent scheme, Defendants engaged in repeated acts of wire fraud in violation of 18 U.S.C. § 1343.

78. The foregoing constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5). All of the foregoing acts are part of the nexus of the Enterprise and involved similar participants, a similar purpose, and similar impact on the class.

79. As a direct and proximate cause of these violations of 18 U.S.C. § 1962(c) and (d), Plaintiffs, and the other Class members, have suffered damages, and Defendants are liable to Plaintiffs, and the other Class members, for treble damages, together with all costs of this action, plus attorneys' fees, pursuant to 18 U.S.C. § 1964(c).

80. Plaintiffs further bring this cause of action on behalf of the nationwide class against all Defendants for conspiring to violate 18 U.S.C. § 1962(c). Defendants were aware of the nature and scope of the Enterprise's unlawful scheme, and agreed to participate in it.

81. As a direct and proximate result of Defendants' unlawful acts, Plaintiff and the other Class members have been injured by the predicate acts which make up Defendants' patterns of racketeering activity in that unlawful and concealed credit card accounts were used to finance the sale of falsely-represented windows-products.

82. The above-referenced facts constitute violations of the Racketeering Influenced and Corrupt Organizations ("RICO") Act, 18 U.S.C. § 1962(d), Conspiracy to Violate RICO Act.

COUNT SIX – VIOLATIONS OF THE FAIR CREDIT REPEORTING ACT, 15 U.S.C. § 1681 et seq., AS TO WELLS FARGO

83. Mr. Meeks incorporates, by reference, all of the facts pleaded in the preceding Paragraphs of this Complaint.

84. Wells Fargo, at all relevant times, were a "covered person" under the FCRA, and its implanting regulations, as amended.

85. Wells Fargo, as detailed in this Complaint, has repeatedly and systemically reported (knowingly false) information about Plaintiffs, and Class Members, to the major credit reporting bureaus in the United States based upon the fraudulent credit card scheme that is detailed in this Complaint.

86. The Plaintiff, Mr. Meeks, has disputed the false reporting-activities of Wells Fargo, viz a viz the fraudulent Wells Fargo Visa Home Projects Credit Card, with Experian and TransUnion. The Plaintiff does not trust Equifax, and does not intend to provide any sensitive personal information to that company, due to date-security concerns.

87. Wells Fargo is liable to Plaintiff, and Class Members, for statutory damages under the FCRA, punitive damages, economic damages, hedonic damages, attorney's fees, and all costs of litigation.

88. As a direct and proximate result of Wells Fargo's repeated and knowing violations of the FCRA, as amended, Plaintiff and Class Members suffered, and will continue, to suffer actual damages.

89. Plaintiff and the Class are entitled to equitable relief, along with all other relief this tribunal finds to be just and equitable under the facts and law of this case.

JOHN E. MEEKS, on behalf of
himself and all of those similarly
situated

By: /s/ Macy D. Hanson
Macy D. Hanson
Attorney for the Plaintiff and
Class Members

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www.mississippiironworks.com



Name Mr. John Meeks Address of Installation _____
 Address 1927 Barwell Cir Date Sept 3 2014
 City & State Yazoo City, MS Zip Code 39194 Phone 662-763-7382

The undersigned Company, hereinafter called the Seller, agrees at the Buyer's specifications and instructions, to sell and furnish, in a good workmanlike manner, materials and labor for the improvement specified below whereas the Buyer agrees to purchase the goods and services in connection with the following specifications: All work is to be painted in one coat of paint and finished in black paint unless otherwise specified in writing on contract. All work is custom made unless otherwise indicated. A 50% deposit or more is customary when placing cash on installation orders. Any particulars not specified in contract by the Buyer and is left to the Sellers discretion, the Seller will always do the work to the best of his knowledge and ability. This agreement is not valid until accepted by owner.

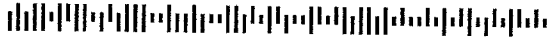
To install 3 custom fullers with security glass & deadbolt locks - (WOOD STAIN FINISH ON FRONT)
Double doors - white

To install security screens on ALL 1st Floor windows - including 3 keyless exits - (white)

60 months No Interest

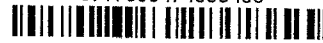
- 1. TOTAL CASH PRICE \$ 13,950 TAX INC
- 2. Buyer agrees to pay \$ 0 as down payment
- 3. Buyer agrees to pay \$ 0 cash upon installation
- 4. Buyer agrees to pay \$ 232⁰⁰ per Mo. For 60 months
- 5. Balance \$ _____

Sub Agent _____ Buyer [Signature]
 Owner [Signature] Co-Buyer _____
 Accepted By _____



JOHN E MEEKS
1927 BARNWELL CIR
YAZOO CITY MS 39194-2324

0717895474003406



0009406 1607 [REDACTED]

5843 0340 0000 075 QC2032 16

We're glad you're our credit card customer

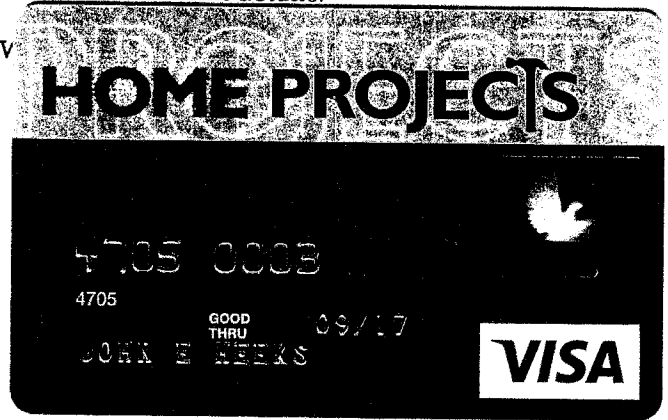
Enjoy the convenience of paying over time for future purchases. Plus, take advantage of the Visa® limit available anywhere Visa is accepted. See below for limit details.

Your account was opened through MISSISSIPPI IRON V

We're here to help you.

Please contact us:

- If you find an error with name and/or address
- If your credit card is lost or stolen
- To receive your Personal Identification Number (PIN); your card will not work at an ATM unless you receive a PIN



Credit card account number ending in: 0566

Cards Enclosed: 1 Total Credit Limit: \$16,000 (available for use with select participating merchants)

Visa Limit: \$1,920 (included in total credit limit; available for use anywhere Visa is accepted)

Your billing statement and making payments

- For newly opened accounts, you should receive your first monthly statement within 45 days of your first purchase. Please call us if you don't receive your statement within 45 days.
- You must pay at least the Minimum Payment Due (shown on each monthly statement) on or before the Payment Due Date for each billing cycle until your balance is zero.
- You can pay more than the Minimum Payment Due. If you do, you will still be required to pay the Minimum Payment Due on your next billing statement.
- Visit wellsfargo.com/cardholders to:
 - View an online guide to reading your billing statement.
 - Sign up for paperless statements with *Wells Fargo Online*®.



Visit us online
wellsfargo.com/cardholders



Call us
1-866-246-3615
Monday - Friday,
8:00 a.m. - 6:00 p.m. Central Time
Closed Thanksgiving and Christmas

Make payments with any of these options

Online Mail Phone



Spanish communication available

Call if you'd like to receive billing statements and select account-related communications from Wells Fargo Financial National Bank in Spanish.



Wells Fargo Home Projects[®] Credit Card Program

I'm ready to sign up [Enroll now](#) I have questions [Contact us](#)

With our experience and stability, the *Wells Fargo Home Projects* credit card program can play a key role in your business growth. The *Wells Fargo Home Projects* credit card provides your customers with flexible financing options for your home improvement products and services.

The *Wells Fargo Home Projects* credit card is designed exclusively for home improvement businesses. Learn how the *Wells Fargo Home Projects* credit card program could help your business and your customers.

- [Business Benefits](#) information will be shown below.

- [Customer Benefits](#) information will be shown below.

Business Benefits Selected

Quick responses and quick decisions

- Easy in-home, in-store and online application processing
- On-the-spot credit decisions
- Consistent credit approvals
- Competitive credit limits
- Fast deposit of funds (typically within 48 hours)
- Prompt *Wells Fargo Home Projects* credit card program support to your inquiries

Exceptional service and support

- Quick program implementation
- Comprehensive training options
- *Wells Fargo Home Projects* relationship support for your program
- Rapid, secure processing methods
- Simple electronic application process

Tools to grow your business and attract new customers

- Competitive special terms promotions and increased customer purchasing power
- Full access to the Online Resource Center for application, transaction, reporting, and training needs
- Marketing support to help increase sales
- Turn browsers into purchasers with flexible financing options
- Offer purchasing convenience at your company

Customer Benefits Selected

With home improvements, the *Wells Fargo Home Projects* credit card may turn many of your potential customers from browsers to buyers. In fact, some of your customers will upgrade their purchases when financing options are available.

Convenience

- Simple, fast in-home, in-store or online application and credit decisions
- Immediate access to revolving credit line upon approval
- Power to make home improvement purchases today instead of delaying project plans
- Easy-to-use account management and bill payment options

Money-managing features

- Convenient monthly credit card payments
- Opportunity to pay for their projects over time
- Competitive interest rates



Stability and service

- Stable, reliable financial services company
- Superior cardholder service
- Eligible cardholders receive free access to their FICO® Credit Score using *Wells Fargo Mobile*® Banking, factors that affected it, and personalized Wells Fargo credit tips*

Industries

If you're a business in one of the home improvement industries listed below the *Wells Fargo Home Projects* credit card program is for you. [Contact us](#) to learn how this consumer finance program can help grow your business.

- HVAC
- Windows and doors
- Siding
- Roofing
- Flooring
- Sunrooms
- Kitchen and bath remodeling
- Plumbing and electrical work
- Gutters
- Garage doors
- Other home improvement industries

We're eager to show you why the *Wells Fargo Home Projects* credit card program is an excellent choice for you and your customers. There's no fee to enroll – [enroll today](#) or [contact us](#) for more information.

*You must be an account holder of a Wells Fargo consumer credit product with a FICO® Score on record.

Important: There are many factors that Wells Fargo looks at to determine your credit options. Therefore a specific FICO® Score or Wells Fargo credit rating does not necessarily guarantee a better loan rate, approval of a loan or an automatic upgrade on a credit card.

FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

Your mobile carrier's rates may apply.

 **Equal Housing Lender**

HOME PROJECTS

**Not a business?**

Cardholders call

1-877-805-7744

Mon–Fri: 8:00 am–6:00 pm

Central Time

> Account assistance

Increase business with:

- Greater customer purchasing power
- Special terms promotions
- Unique marketing opportunities
- Consistent credit approvals
- Competitive credit limits

Questions?

Businesses

Call 1-800-577-5313

Mon–Fri: 7:30 am - 5:30 pm

Central Time

> Request a call

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Home Projects® Visa® credit card program – GAF

Contractor guide on how to promote the Home Projects Visa credit card to homeowners

Offer consumer financing at every sale to help homeowners with financing flexibility

For merchant use only. Do not distribute to customers.

As a member of the Home Projects Visa program, you've already taken the first important step toward building your business by offering homeowners the financing options that fit their budget. Now, to maximize the benefits of the program, it's time to begin promoting consumer financing to homeowners.

“What’s in it for the homeowner?”

Homeowners may want to know why they should apply for what seems like just another credit card. Your job is to communicate to them the immediate benefits and how it works:

- Apply conveniently online and receive on-the-spot credit decisions
- Choose from a wide range of financing options, which may not be available on other credit cards
- Receive the new roof you need and pay conveniently over time

A great sales tool for GAF contractors, too

For you, the benefits are equally compelling:

- Attract new and repeat customers with exclusive financing options
- Offer homeowners a convenient way to pay for a roofing job
- Offer purchasing convenience with online or in-store applications with quick credit decisions
- Receive funds in your bank account, once the job is complete, typically within 24 – 48 hours

Six simple steps for offering financing to your homeowners

What to do	How to do it
Offer financing to every homeowner – providing them an informed choice during every potential sale	Working with the homeowner, go over the available offers so homeowners can determine which one best meets their financing needs. The Home Projects Visa payment estimator is a great way for you to compare no interest if paid in full, 0% APR, and special rate APR plans and then speak to homeowners.
Go through the simple application process	Have the homeowner complete the application. Make sure the application is signed and dated. Provide pages 1 - 2 and 5 - 10 to the homeowner. Keep pages 3 - 4 to mail back to the Wells Fargo Financial National Bank Documentation Recovery Department.
Submit the application	Call the Voice Response Unit (VRU). Within seconds, you'll receive a decision: Approved, Declined, or Pending.
Finish the financing process	Complete the Invoice and Notice of Right to Cancel form. Make sure the homeowner signs and dates the form (homeowner receives the last 4 pages – yellow Buyer Copies).
Communicate to homeowner	Be sure to let the homeowner know that if approved, they will receive their Home Projects Visa credit card in the mail, as well as a monthly billing statement (after they make a charge) that will show their minimum monthly payment amount and due date.
Wait 1 – 2 days for funding	After the right to cancel period has expired (generally 3 business days from the homeowner signature date in most states) and the job is complete, submit the charge to Wells Fargo for funding using your approved funding method. Your bank account will be funded generally within 24 – 48 hours.
Get your questions quickly answered	If you have problems or questions, need to request a credit limit increase for a homeowner, or want to check the status of funding, call Client Processing at 1-800-551-5111, Monday – Saturday, 8:00 a.m. – 10:00 p.m., and Sunday, 10:00 a.m. – 10:00 p.m. Central Time.



Home Projects® Visa® payment estimator for GAF Master Elite and Certified contractors**For merchant use only. Do not distribute to customers.**

The payment estimator is a great way for you to compare three popular financing plans: the 12 month no interest if paid in full with regular payments, the 0% APR with equal payments for 24 months, and the special rate APR (currently 6.9%) with custom payments and then speak to your homeowners.

Total amount charged*	12 months	24 months	Special rate APR
	No interest if paid in full ¹ with regular monthly payments/equal payments**	0% APR ² with equal payments	6.90% APR with 2% custom payments ³
\$2,500	\$88 / \$209	\$105	\$50
\$3,000	\$105 / \$250	\$125	\$60
\$3,500	\$123 / \$292	\$146	\$70
\$4,000	\$140 / \$334	\$167	\$80
\$4,500	\$158 / \$375	\$188	\$90
\$5,000	\$175 / \$417	\$209	\$100
\$5,500	\$193 / \$459	\$230	\$110
\$6,000	\$210 / \$500	\$250	\$120
\$6,500	\$228 / \$542	\$271	\$130
\$7,000	\$245 / \$584	\$292	\$140
\$7,500	\$263 / \$625	\$313	\$150
\$8,000	\$280 / \$667	\$334	\$160
\$8,500	\$298 / \$709	\$355	\$170
\$9,000	\$315 / \$750	\$375	\$180
\$9,500	\$333 / \$792	\$396	\$190
\$10,000	\$350 / \$834	\$417	\$200
\$11,000	\$385 / \$917	\$459	\$220
\$12,000	\$420 / \$1,000	\$500	\$240
\$13,000	\$455 / \$1,084	\$542	\$260
\$14,000	\$490 / \$1,167	\$584	\$280
\$15,000	\$525 / \$1,250	\$625	\$300
\$16,000	\$560 / \$1,334	\$667	\$320
\$17,000	\$595 / \$1,417	\$709	\$340
\$18,000	\$630 / \$1,500	\$750	\$360
\$19,000	\$665 / \$1,584	\$792	\$380
\$20,000	\$700 / \$1,667	\$834	\$400
\$25,000	\$875 / \$2,084	\$1042	\$500

The Home Projects Visa credit card is issued by Wells Fargo Financial National Bank, an Equal Housing Lender. Special terms apply to qualifying purchases charged with approved credit. For newly opened accounts, the APR for Purchases is 27.99%. This APR may vary with the market based on the U.S. Prime Rate and is given as of 04/01/2015. If the customer is charged interest in any billing cycle, the minimum interest charge will be \$1.00. If the customer uses the card for cash advances, the cash advance fee is 5.00% of the amount of the cash advance, but not less than \$10.00.

¹ **No interest if Paid in Full plans:** Regular minimum monthly payments are required during the promotional (special terms) period. Interest will be charged to the customer's account from the purchase date at the APR for Purchases if the purchase balance is not paid in full within the promotional (special terms) period. The payment amount shown is the estimated regular minimum monthly payment that will be required. Payment of this amount will not be enough to pay the purchase balance in full within the promotional period.

² **0% APR with equal payments plans:** The special terms APR will continue to apply until all qualifying purchases are paid in full. The monthly payment will be the amount that will pay for the purchase in full in equal payments during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions.

³ **Special rate with custom payments:** The special terms APR will continue to apply until all qualifying purchases are paid in full. As applicable, monthly payments of at least 2.0% of the purchase balance are required during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions.

Note: All payments disclosed have been rounded up to the nearest whole dollar. **Not for advertising purposes.**

* Invoices/charges should only be presented to Wells Fargo after the cardholder's transaction is completed.

**Minimum requirement payment means the payment amount that will be reflected on cardholder's monthly statement; this payment amount will not, in most cases, be enough to pay off the purchase balance in full during the paid in full period.

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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

John Edward Meeks

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Law Office of Macy D. Hanson, PLLC 102 First Choice Drive, Madison, MS 39110 601-853-9521

DEFENDANTS

Wells Fargo, N.A., d/b/a Wells Fargo Financial National Bank; Mississippi Iron Works, Inc.; and Cary W. Crawley, individually

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

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

Attorneys (If Known) Adam Stone, Jones Walker (Wells Fargo)

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: 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, TORTS, CIVIL RIGHTS, 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): 15 U.S.C. Section 1601 et. seq. - The Truth in Lending Act, as amended
Brief description of cause: Truth in Lending Act Violations and related fraud causes of action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/15/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Macy D. Hanson

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – 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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wells Fargo, MS 'Co-Branding' Agent Facing Suit Over Credit Card Fraud Scheme](#)
