

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

SHARON MORRIS and LARS F. BRAUER, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

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

Defendant.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1. On behalf of themselves and all others similarly situated, Plaintiffs Sharon Morris and Lars Brauer (“Plaintiffs”), by and through their 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 “Milliman”), a consumer reporting agency (“CRA”). Defendant deprives consumers of their rights under the FCRA by failing to comply with the law by refusing to adopt procedures to assure maximum possible accuracy of a consumer’s information before it prepares consumer reports. Defendant furthermore systemically fails to clearly and accurately identify to consumers the source(s) of the information that it places on their consumer reports. Defendant thus deprives consumers of valuable congressionally-mandated information and

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

7 **II. PARTIES**

8 3. Plaintiff Sharon Morris is an adult individual who resides in Rocheport, Missouri.

9 4. Plaintiff Lars F. Brauer is an adult individual who resides in Los Angeles,
10 California.

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

16 **III. JURISDICTION & VENUE**

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

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

19 **IV. FACTUAL ALLEGATIONS**

20 **A. Milliman sells reports containing consumers’ prescription and medical history.**

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

24 9. Milliman’s prescription histories include drug name, dosage, fill date, pharmacy,
25 and physician information.

1 10. Milliman prepares the reports by gathering information from “dozens of health
2 plans, pharmacy benefit managers, retail pharmacies, and other aggregators”¹ and compiles
3 them onto a single report.

4 11. Milliman obtains some of the medical history and prescription information it
5 includes on reports directly from pharmacies and medical providers.

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

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

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

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

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

18 **B. Milliman fails to accurately report consumer information.**

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

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

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

25
26
27 ¹ <https://www.rxhistories.com/irix/prescription-data/>.

1 20. Milliman employs policies and procedures that frequently allow the information
2 belonging to one consumer to appear in the consumer file of another.

3 21. Milliman's procedures are designed to maximize the number of reports that
4 contain information, accurate or not.

5 22. Milliman's procedures are also designed to maximize the speed with which it
6 provides information to its customers. Milliman's system generates reports containing
7 information from its sources within a matter of minutes. Milliman provides those reports to its
8 clients without performing the most rudimentary check to see if the information contained on
9 the report pertains to the consumer that is the subject of the report.

10 23. Milliman also encourages its sources to provide it with the most recent data,
11 leaving no time for the source to ensure that the prescription data is associated with the
12 correct person. Indeed, Milliman touts that its data "is so up to date that customers regularly
13 see fills from the previous day."²

14 24. Milliman intentionally employs procedures that maximize the likelihood of a
15 match between any inquiry and some data in its database about one or more consumers,
16 purposefully prioritizing speed and quantity of matches over accuracy of matches.

17 25. Milliman's reporting of inaccurate information is not accidental, nor a result of
18 simple negligence, but instead a result of deliberately designed policies and procedures.

19 **C. Milliman fails to disclose the true source(s) of its medical and prescription**
20 **information.**

21 26. Milliman furthermore impairs consumers' ability to correct inaccuracies on the
22 reports it sells by concealing some of the sources from which it obtains information.

23 27. Milliman purports to comply with the disclosure requirement of FCRA section
24 1681g(a), by providing consumers with information in their file in response to requests by
25 consumers.

26
27 ² <https://www.rxhistories.com/irix/prescription-data/>.

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

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

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

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

14 32. Similarly, disclosing other CRA sources of information is essential so that
15 consumers can separately contact those CRAs to determine whether any error originated with
16 another company and prevent it from selling inaccurate information to other CRAs or end
17 users.

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

21 34. Disclosure of the true source of a CRA's information is vital so that consumers
22 always know who is furnishing important information about them.

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

1 **D. The experience of Plaintiff Morris**

2 36. Plaintiff Sharon Morris is a consumer about whom Defendant sold inaccurate
3 prescription and medical history information and to whom Defendant failed to disclose
4 information as required by the FCRA.

5 37. On or about October 20, 2022, Ms. Morris applied for a supplemental medical
6 insurance plan with Aetna.

7 38. In connection with her application Aetna requested a consumer report from
8 Milliman about Ms. Morris, including her prescription and medical history. Aetna provided
9 Milliman with Mrs. Morris's first and last name, her social security number, her date of birth,
10 age, gender, and zip code.

11 39. On or about October 20, 2022, Milliman prepared a report about Ms. Morris,
12 including prescription and medical history, and sold it to Aetna for a fee.

13 40. Upon information and belief, Milliman obtained information that it placed on the
14 report from one or more pharmacy benefit managers and/or other third party sources.

15 41. The October 20, 2022 report was grossly inaccurate.

16 42. The prescription history was inaccurate because it included fifteen medications
17 that Ms. Morris had never been prescribed or taken.

18 43. The medical history reported was also overwhelmingly inaccurate, because it
19 included over one thousand records of treatments Plaintiff never received, from doctors she
20 has never seen, for maladies including chest pain, anxiety, scoliosis, hypertension, heart
21 disease, nursing facility care following surgery, home hospice care, degenerative disease of
22 nervous system, malnutrition, skin cancer, fainting spells and falls, and cognitive impairment.

23 44. Despite having been provided with Ms. Morris's name, address, social security
24 number and date of birth, Defendant did not use all of those personal identifiers in determining
25 whether to place prescription and medical history information on the report.

26 45. When Ms. Morris learned that Aetna was unable to sell her an insurance policy
27 because of the Milliman report, Ms. Morris contacted Milliman and requested a copy of her file.

1 46. On or about November 4, 2022, Milliman provided a response to Ms. Morris's
2 request, which consisted of a letter and a copy of her report dated October 20, 2022.

3 47. Milliman's response to Ms. Morris's request for her file did not identify the
4 pharmacy benefit manager and/or other sources of the information contained on the report, or
5 whether any of the information on the report was obtained from MIB or any other CRA.

6 48. Notwithstanding the FCRA's requirements, Milliman deprived Ms. Morris of this
7 valuable information according to its standard practice and procedure.

8 49. After receiving a copy of the October 20, 2022 report, Ms. Morris was horrified
9 to discover that it included hundreds of records of prescriptions and medical records that
10 pertained to an unrelated person.

11 50. On or about November 7, 2022, Ms. Morris informed Milliman that the report
12 contained inaccurate information, and Milliman responded to the same with a standardized
13 communication demanding that Ms. Morris request a copy of her prescription and medical
14 records in order to process her dispute.

15 51. Upon information and belief, Milliman took no further action to reinvestigate the
16 inaccurate information on the report it prepared regarding Ms. Morris.

17 52. At all times pertinent hereto, Milliman's conduct was a result of its deliberate
18 policies and practices, was willful, and carried out in reckless disregard for a consumer's rights
19 as set forth under § 1681e(b), § 1681g(a)(2), and § 1681i of the FCRA, and further assumed an
20 unjustifiably high risk of harm.

21 53. As a result of Milliman's conduct, Ms. Morris has suffered injury in the form of
22 (a) loss of insurance opportunity, (b) harm to reputation, (c) emotional distress, and (d) denial
23 of statutorily-mandated information.

24 **E. The experience of Plaintiff Brauer.**

25 54. Plaintiff Lars F. Brauer is a consumer about whom Defendant sold inaccurate
26 prescription and medical history information and to whom Defendant failed to disclose
27 information as required by the FCRA.

1 55. In or around July or August 2022 Mr. Brauer applied for life insurance with
2 Prudential Company of America.

3 56. In connection with his application Prudential requested a consumer report from
4 Milliman about Mr. Brauer, including his prescription history. Prudential provided Milliman with
5 Mr. Brauer's first and last name, his social security number, his date of birth, age, gender, and
6 zip code.

7 57. On or about August 1, 2022, Milliman prepared a report about Mr. Brauer,
8 including prescription history, and sold it to Prudential for a fee.

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

11 59. The August 1, 2022 report was grossly inaccurate.

12 60. The prescription history was inaccurate because it included six medications that
13 Mr. Brauer had never been prescribed or taken.

14 61. Several of the medications listed on the report as prescribed in 2020 and 2021
15 were identified as for "pediatric" use, a clear indication that they did not pertain to Mr. Brauer,
16 who was forty-two (42) years old in 2020.

17 62. The report also inaccurately identified prescribing physicians who had never
18 treated Mr. Brauer.

19 63. The six inaccurate medications had been prescribed not to Mr. Brauer, but to his
20 young son, who was twenty-three months old in August 2022 when Milliman prepared the
21 report.

22 64. In or around August 2, 2022, Prudential emailed Mr. Brauer asking him to fill out
23 a questionnaire that included questions asking him to explain his use of two drugs that had
24 never been subscribed to him.

25 65. Prudential's questions shocked and concerned Mr. Brauer. Mr. Brauer previously
26 applied for life insurance and had been denied life insurance because erroneous prescriptions
27 were included on a report similar to the report Milliman sold to Prudential. Mr. Brauer had

1 disputed the inclusion of the prescriptions on the report and understood the report had been
2 corrected.

3 66. When Mr. Brauer learned that Prudential was unable to sell him a life insurance
4 policy because the Milliman report, Mr. Brauer contacted Milliman and requested a copy of his
5 file.

6 67. On or about August 17, 2022, Milliman provided a response to Mr. Brauer's
7 request, which consisted of a letter and a copy of his report on or around August 17, 2022.

8 68. Milliman's response to Mr. Brauer's request for his file did not identify the
9 pharmacy benefit manager sources of the information contained on the report, or whether any
10 of the information on the report was obtained from MIB or any other CRA.

11 69. Notwithstanding the FCRA's requirements, Milliman deprived Mr. Brauer of this
12 valuable information according to its standard practice and procedure.

13 70. Milliman's response to Mr. Brauer's request indicated that Protective Life, The
14 Savings Bank Life Insurance Company of Massachusetts, Ladder of Life, and Mutual of Omaha
15 also had previously requested copies of Mr. Brauer's prescription information and received the
16 erroneous report.

17 71. Mr. Brauer again was shocked. Mr. Brauer had previously applied for life
18 insurance from all of those companies and the companies either had denied Mr. Brauer life
19 insurance outright or quoted him prohibitively expensive premiums.

20 72. Recognizing that important information on the report to Prudential was
21 inaccurate and concerned that the information had been included on reports to many other
22 companies as well, Mr. Brauer contacted Milliman to dispute the accuracy of the reports.

23 73. On or about August 24, 2022, Milliman acknowledged that it had received Mr.
24 Brauer's dispute and that they would process it within 30 days.

25 74. On or about September 19, 2022, Milliman sent Mr. Brauer a letter, admitting
26 that several items on the Prudential report "were reported in error" and attaching a "corrected
27 consumer report."

1 75. The same day, Milliman also sent Mr. Brauer four separate letters regarding the
2 reports Milliman sold to Protective Life, The Savings Bank Life Insurance Company of
3 Massachusetts, Ladder of Life, and Mutual of Omaha. Each of those letters also conceded that
4 several items on Mr. Brauer’s consumer report had been “reported in error.” Each attached a
5 “corrected consumer report.”

6 76. Despite having been provided with Mr. Brauer's name, address, social security
7 number and date of birth, Defendant did not use all of those personal identifiers in determining
8 whether to place prescription and medical history information on the report. For example, Mr.
9 Brauer’s report indicated that Mr. Brauer was forty-two years of age. Milliman failed to use this
10 information to ensure that prescriptions obviously prescribed to a child were not included on
11 Mr. Brauer’s report.

12 77. None of the letters that Milliman provided to Mr. Brauer identified the source of
13 the information on his report. Because the sources were not identified, Mr. Brauer was not able
14 to contact the source to make sure that any errors in his underlying records had been
15 corrected.

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

20 79. As a result of Milliman’s conduct, Mr. Brauer has suffered injury in the form of
21 (a) loss of insurance opportunity, (b) harm to reputation, (c) emotional distress, and (d) denial
22 of statutorily-mandated information.

23 80. At all times pertinent hereto, Milliman was acting by and through its agents,
24 servants and or employees who were acting within the course and scope of their agency or
25 employment, and under the direct supervision and control of Milliman.
26
27

1 **V. CLASS ACTION ALLEGATIONS**

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

- 4 a. **1681e(b) Inaccuracy Class**: All persons residing in the United
5 States (including all Territories and other political subdivisions
6 of the United States), beginning April 30, 2022 and continuing
7 through the date the class is certified, about whom Defendant
8 sold a report to a third party containing one or more items of
9 information which did not pertain to the individual who was
10 the subject of the report.
11 b. **1681g(a)(2) Class**: All persons residing in the United States
12 (including all Territories and other political subdivisions of the
13 United States), beginning August 28, 2016 and continuing
14 through the date the class is certified to whom Defendant
15 responded to a consumer request for information with a
16 document which did not identify any third party source(s) from
17 which Defendant obtained the information on the report.

18 82. Plaintiffs reserve the right to amend the definition of the Classes based on
19 discovery or legal developments.

20 83. **Numerosity. Fed. R. Civ. P. 23(a)(1)**. The Class members within each Class are so
21 numerous that joinder of all is impractical. Upon information and belief, Milliman procures and
22 sells millions of consumer reports each year, and those persons' names and addresses are
23 identifiable through documents maintained by Defendant. Upon information and belief,
24 thousands of those reports contain information that does not pertain to the consumer that is
25 the subject of those reports and Milliman does not disclose the source of the data on the report
26 to any consumer who requests it.

27 84. **Existence and Predominance of Common Questions of Law and Fact. Fed. R.
Civ. P. 23(a)(2)**. Common questions of law and fact exist as to all members of the Classes and
predominate over the questions affecting only individual members. The principal questions
concern whether Milliman violated the FCRA by failing to follow reasonable procedures to
assure the accuracy of information on its reports, and/or by failing to disclose the actual

1 source(s) from which it obtains medical history and prescription information.

2 **85. Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of
3 each Class member. Plaintiffs have the same claims for statutory and punitive damages as Class
4 members, arising out of Milliman's common course of conduct.

5 **86. Adequacy. Fed. R. Civ. P. 23(a)(4).** Ms. Morris and Mr. Brauer are adequate
6 representatives of the Classes. Plaintiffs' interests are aligned with and are not antagonistic to,
7 the interests of the members of the Classes they seek to represent, they have retained counsel
8 competent and experienced in such litigation, and they intend to prosecute this action
9 vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of
10 members of the Classes.

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

1 VI. CAUSES OF ACTION

2 COUNT I

3 15 U.S.C. § 1681e(b)

4 ***Plaintiffs Morris and Brauer Individually and on behalf of the 1681e(b) Inaccuracy Class***

5 88. Plaintiffs incorporate the foregoing paragraphs as though the same were set
6 forth at length herein.

7 89. Mr. Brauer and Ms. Morris are each a “consumer,” as defined by the FCRA, 15
8 U.S.C. § 1681a(c).

9 90. The reports Milliman sold to Prudential and to Aetna are “consumer reports”
10 within the meaning of 15 U.S.C. § 1681a(d).

11 91. Pursuant to 15 U.S.C. §§ 1681n and 1681o, Milliman is liable for failing to follow
12 reasonable procedures to assure the maximum possible accuracy of the information it sold
13 about Plaintiffs and members of the Accuracy Class, in violation of 15 U.S.C. § 1681e(b).

14 COUNT II

15 15 U.S.C. § 1681g(a)(2)

16 ***Plaintiffs Morris and Brauer Individually and on behalf of the 1681g(a)(2) Class***

17 92. Plaintiffs incorporate the foregoing paragraphs as though the same were set
18 forth at length herein.

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

22 COUNT III

23 15 U.S.C. § 1681i

24 ***Plaintiff Morris Individually***

25 94. Plaintiffs incorporate the foregoing paragraphs as though the same were set
26 forth at length herein.

27 95. Pursuant to 15 U.S.C. § 1681n and 1681o, Defendant is liable for failing to
conduct a reasonable reinvestigation into Plaintiff Morris’s dispute of the accuracy of the

1 information in the consumer reports Defendant prepared concerning her, in violation of 15
2 U.S.C. § 1681i.

3 **COUNT IV**
4 **Defamation**
5 **Plaintiffs Brauer and Morris Individually**

6 96. Plaintiffs incorporate the foregoing paragraphs as though the same were set
7 forth at length herein.

8 97. Milliman made false statements about Plaintiffs to prospective insurers that mis-
9 portrayed Plaintiffs' physical health and which depicted them as sickly, when in fact they was in
10 good health. This caused the insurers to which Plaintiffs applied to view them as a health risk
11 when they were not, rendering them ineligible for insurance coverage and/or causing them to
12 be quoted higher rates.

13 98. Milliman communicated these false statements to one or more prospective
14 insurers.

15 99. Milliman made these false statements about Plaintiffs and communicated them
16 to third parties with malice or willful intent to injure.

17 100. As a result of Milliman's actions, Plaintiffs suffered damages including harm to
18 their reputations, denial of insurance, time spent addressing the problem, and emotional
19 distress.

20 **VII. PRAYER FOR RELIEF**

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

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

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

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

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

VIII. JURY DEMAND

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

RESPECTFULLY SUBMITTED AND DATED this 23rd day of March, 2023.

TERRELL MARSHALL LAW GROUP PLLC

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

By: /s/ Jennifer Rust Murray, WSBA #36983
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com

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

James A. Francis, *Pro Hac Vice Forthcoming*
Email: jfrancis@consumerlawfirm.com
John Soumilas, *Pro Hac Vice Forthcoming*
Email: jsoumilas@consumerlawfirm.com
Lauren KW Brennan, *Pro Hac Vice Forthcoming*
Email: lbrennan@consumerlawfirm.com
Travis Martindale-Jarvis, *Pro Hac Vice Forthcoming*
Email: tmartindale@consumerlawfirm.com
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, Pennsylvania 19103
Telephone: (215) 735-8600
Facsimile: (215) 940-8000

Attorneys for Plaintiffs

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Milliman IntelliScript Violated Consumer Reporting Law, Class Action Says](#)
