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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

NATHEN BARTON,

Plaintiff

v.

Anthony George, AG Marketing LLC,
Discount and Savings Advantage, My
Retail Savings, Secured ID LLC, ID
Integrity LLC, Practical I.D. Protection
LLC, MK TELE-VISIT, My Retail
Savings, Oneperk Place, Pro Identity Save,
SMART, Telehealth4U, Financial
Achiever Pro, All Purpose Docs, Dragons
Fly Online LLC, AutoSaver365.com, My
Family Telemed, My ID Theft Protection,
Hyper Fox Enterprises LLC, ID Core
Protection LLC,
and John Doe 1-10

Case No.: 3:25-cv-05110-KKE

Renewed motion for a default
judgment against Anthony George's
and AG Marketing LLC

Oral Argument Requested

NOTED FOR July 25, 2025

1 This motion renews Dkt. 15 and addresses the issues that prevented the Court from
2 granting it. **Given the complexity of the case, I am happy to come to Court to answer questions,**
3 **give additional testimony as the Court requires, and make oral argument.** I thank the Court for
4 its time spent understanding the long running scam that forms the basis of this lawsuit. These
5 defendants have created a complex organization to hide AG marketing and Mr. George's
6 involvement. I only figured out who was behind the shell companies because of their mistake. I
7 emailed one of their shell companies a do-not-call request, and found out they were forwarding
8 emails from the shell company to AG. But they misconfigured something, and AG was giving
9 an auto-reply which the shell company then forwarded to me. See Exhibit B. Had it not been for
10 this mistake I might never have gotten past the shell companies.

11 **Jurisdiction – AG purposely directed their activities into Washington State**

12 AG knew they were reaching into Washington State with their phone calls to both my
13 (469) and my (972) phone numbers because I told them.

- 14 1. Every time they charged my credit cards, the phone agent asked for my credit card's
15 billing address and all of my credit card's billing addresses are at my residence in Clark
16 County, Washington. See the associated declaration ¶¶9-10. Thus, every time AG or
17 their agent called me and then received my billing address, they received my full street
18 address and knew I lived in Washington State. See Dkt. 1 ¶368 *Barton asked Mr. George*
19 *to identify which company put Barton's name and address into Mr. George's system*
20 *referring to Exhibit A page 4. I told Mr. George I am probably in your system as a*
21 *"Nathen Barton" at 4618 NW 11th Cir, Camas WA 98607* because I gave that address to
22 the phone agent that charged my credit card. AG first charged my credit card as a result
23 of a call to my (972) number in call #57 on 6/13/2024. AG first charged my credit card

1 as a result of a call to my (469) number in call #99 on 1/9/2025, and then again in call
2 #105 on 1/27/2025.

3 2. See the email I sent to *support@securedidllc.com* on June 13, 2024, in Exhibit A page 1
4 requesting they not call my (972) phone number and identifying myself as a Washington
5 State resident. Webpage *securedidllc.com* listed this email address. See pages 17, 20, &
6 21 of Exhibit C. Then see the email I sent to *support@securedidllc.com* on August 14,
7 2024, in Exhibit A page 5 following up about the scam.

8 3. See the email I sent to *customersupport@idintegrityllc.com* on June 14, 2024, in Exhibit
9 A page 2 requesting they not call my (972) phone number and identifying myself as a
10 Washington State resident. Webpage *idintegrityllc.com* listed this email address. See
11 page 9 of Exhibit C.

12 4. See the email I sent to *contact@practical-id-protection.com* on August 9, 2024, in
13 Exhibit A page 3 requesting they not call my (972) phone number and identifying myself
14 as a Washington State resident. Webpage *practical-id-protection.com* listed this email
15 address. See page 14 of Exhibit C.

16 5. See the email I sent to *contact@id-core-protection.com*,
17 *help@myidcoreprotectionus.com*, and *contact@idcoreprotection.com* on December 6,
18 2024 in Exhibit A page 6 requesting they not call my (972) phone number and identifying
19 myself as a Washington State resident. Webpage *idcoreprotection.com* listed email
20 address *contact@idcoreprotection.com*. See page 1 of Exhibit C.

21 They also knew about both my (469) and (972) numbers belonging to a Washington State
22 resident because I told the callers I lived in Washington State and/or that I lived in the 98607 zip
23 code. See the WA column of Dkt. 1 ¶253. I first told them on the (972) phone on 2/9/2023 (Dkt 1

1 ¶253 call #6) and on the (469) phone on 9/19/2023 (Dkt 1 ¶253 call #10). These were both
 2 DSA/AG agents because those were \$100 scam calls.

3 And finally, calls 5, 38, 46, 76, 77, and 91 were made *from* the Washington State (360)
 4 and (509) area codes.

5 **Anthony George knew his company was reaching into Washington State**
 6 **with unwanted calls perpetuating a scam**

7 I told Mr. George about the Practical ID protection scam on August 9, 2024, and that I
 8 lived in Washington State, and my (972) number. See Exhibit A page 4 and Dkt. 1 ¶¶364-367.
 9 After telling Mr. George directly that I lived in Washington and about the scam and about my
 10 (972) number, I received two more calls – one on 12/9/2024 (call #96 to the 972 number), and
 11 one on 1/9/2025 (call #99 to the 469 number) – where Practical ID Protection – AG’s shell
 12 company - charged my credit card as a result of the calls. See Dkt 1 page 28:

8/12/2024	POWER MAC CENTER	\$100 Rebate 8.9.2024 #2	\$605.56	
8/9/2024	PRACTICAL ID PROTECTIO	100 rebate 8.9.2024	\$3.49	DNC sent 8/9/2024
12/9/2024	PRACTICAL ID PROTECTION L	100 12.9.2024	\$3.49	
1/9/2024	PRACTICAL ID PROTECTIO	\$100 1.9.2025	\$3.49	
6/14/2024	PRO IDENTITY SAVE	One Time	\$3.82	

13
 14 And another call where ID Integrity LLC charged my card on 1/27/2025 (call #105 to the
 15 469 number):

1/27/2025	ID INTEGRITY LLC	\$100 1.27.2025	\$3.49	
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16
 17 And a call where ID Core Protection LLC charged my card on 12/6/2025 (call #92 to the
 18 972 number):

12/6/2024	ID CORE PROTECTION LLC	100 12.6.2024	\$3.49	
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19
 20 And two calls where Secured ID LLC charged my card on 11/27/2024 (call #90 to the
 21 972 number) and again on 12/4/2024 (call #92 to the 972 number):

12/4/2024	SECURED ID LLC	100 rebate	12.4.2024	\$3.49
11/27/2024	SECURED ID LLC	100 rebate	11.27.2024	\$3.49

Mr. George was directly told on 8/9/2024 about the scam, about the calls, and that my (972) phone number and I resided in Washington State, yet he did not stop AG’s participation in the scam and he did not stop the calls to me. Instead, he continued to have AG through its agents call me, and he personally benefitted from the calls. Dkt. 1 ¶¶370-373.

Jones and Born don’t help AG or Mr. George

Jones and Born don’t help AG or Mr. George because Jones was limited to actual authority and when a principle has such control over an agent it can be held vicariously liable to the same degree that an employer can be held liable for the acts of its employees. Accordingly, we limit our analysis these theories . . . Jones. Born is also distinguishable. VAD sold vehicle protection contracts issued by Northcoast and administered by Sunpath. However, neither Northcoast or Sunpath charged consumer’s credit cards while the consumer was on the phone with VAD, as was done here. Dkt. 1 ¶¶360-362. AG and Mr. George are liable under a ratification theory of vicarious liability. [Kristensen v. Credit Payment Servs.](#), 879 F.3d 1010 (9th Cir. 2018). AG and Mr. George both knew Mr. Barton was getting unwanted phone calls pitching the gift card scam, and continued to participate in the calls because that’s how their business functions. Dkt. 1 ¶¶371-373.

AG and Mr. George are also liable under an apparent authority theory of vicarious liability. [T]o create apparent authority, the principal must speak, write, or otherwise act toward a third party. [Bridgeview Health Care Ctr., Ltd. v. Clark](#), 816 F.3d 935, 939 (7th Cir. 2016). AG and Mr. George did so by charging Mr. Barton’s credit card in the name of AG’s shell companies, while Mr. Barton was on the phone with the agent. Dkt. 1 ¶¶360-361. This would and did give any reasonable person the belief that the caller is acting at the behest of the caller.

1 *Apparent authority results when the principal does something or permits the agent to do*
 2 *something which reasonably leads another to believe that the agent had the authority he*
 3 *purported to have. [Salyers v. Metro. Life Ins. Co.](#), 871 F.3d 934, 940 (9th Cir. 2017).*

4 **The Calls that led to AG’s Shell Companies Charging my Credit Cards**

5 The following table identifies which calls led to a credit card charge from one of AG’s
 6 shell companies – ID Integrity LLC, Practical ID Protection LLC, ID Core Protection LLC, or
 7 Secured ID LLC. See the checked yellow boxes in the AG column. And it identifies which
 8 phone number they called.

9 In 9 calls – seven to the (972) number and two to the (469) number – an AG shell
 10 company charged my credit card. These 9 calls are check marked in the AG column. Each
 11 virtual credit card was unique for each call to ensure that the charging entity could only acquire
 12 the numbers from that call. See the associated declaration ¶ 11.

13 The following table is Dkt 1 ¶253, plus phone calls between call #99 and #108 – known
 14 calls after 1/9/2025, and the date the amended complaint was filed on 2/7/2025. See the
 15 associated declaration ¶¶6-7.

#	Call Date	Calling Number	Called Number	DNC	WA	Call Back Note	AG	Caller / Pitch
1	11/21/2021	610 860 3365	469					Healthcare Benefit - Robocall
2	11/25/2022	972 298 2480	972					Healthcare Benefit - Robocall
3	1/6/2023	281 972 2608	469	✓				Healthcare Benefit
4	1/17/2023	225 297 1231	469					Healthcare Benefit
5	1/24/2023	360 949 7197	469					Healthcare Benefit - Robocall
6	2/9/2023	972 200 6590	972	✓	✓	\$100		Health Guys Marketplace
7	4/23/2023	646 914 4655	469	✓				Enrollment Center
8	8/29/2023	239 268 3091	972	✓				Healthcare Benefit
9	9/19/2023	682 681 0285	469			\$100		
10	9/19/2023	469 425 8035	469		✓	\$100		Enrollment Center
11	10/4/2023	940 356 1962	972		✓	\$100		Colonial Pen
12	10/5/2023	302 866 3824	972			\$100		
13	11/6/2023	920 485 8182	469			\$100		

14	11/16/2023	972 432 5970	972	✓			Enrollment Center
15	11/20/2023	808 460 3276	972			\$100	
16	11/27/2023	276 218 8624	972			\$100	
17	11/30/2023	972 495 7447	972	✓			Enrollment Center
18	12/21/2023	218 419 5444	972			\$100	
19	1/17/2024	260 704 9507	469	✓		\$100	\$1800 - ACA Healthcare Department
20	1/24/2024	617 286 8716	972			\$100	
21	1/30/2024	302 317 9126	469	✓			\$1,800
22	1/30/2024	458 800 1465	469				\$1,800
23	1/30/2024	573 246 7656	469		✓		\$1,800
24	1/30/2024	678 752 6065	469				\$1,800
25	1/30/2024	517 940 9648	469	✓			\$1800 - Healthcare Department
26	2/1/2024	207 204 9697	469	✓			\$1,800
27	2/1/2024	304 317 6809	469	✓			\$1,800
28	2/1/2024	651 362 3540	469	✓			\$1800 - Told I am on blacklist
29	2/1/2024	802 209 3444	469	✓			\$1,800
30	2/2/2024	260 440 7704	972			\$100	\$1,800
31	2/2/2024	520 518 8120	469	✓			\$1,800
32	2/2/2024	561 608 1521	469	✓			\$1,800
33	2/2/2024	603 484 8395	469		✓		\$1,800
34	2/21/2024	409 271 2932	469				Interactive Home Security
35	2/27/2024	469 305 6402	469			\$100	
36	3/21/2024	802 798 8606	469		✓		\$1,800
37	4/15/2024	847 551 0255	972	✓		\$100	Marketplace
38	4/16/2024	360 573 3912	972		✓		Healthcare Benefit
39	4/22/2024	254 786 0051	972	✓			Healthcare Benefit
40	4/23/2024	505 808 4721	469	✓		\$100	Interactive Home Security
41	4/25/2024	972 503 8150	972		✓		Healthcare Benefit
42	5/14/2024	201 885 6946	972			Hello?	
43	5/29/2024	405 786 5432	972			Hello?	
44	6/3/2024	530 291 1968	972			\$100	Alex Car Accident
45	6/5/2024	302 522 1869	972	✓			Future Home Renovation
46	6/6/2024	206 804 8756	972				Healthcare Marketplace
47	6/11/2024	408 865 0746	972		✓		Interactive Home Security
48	6/11/2024	318 653 6821	972	✓	✓	\$100	Senior Benefits
49	6/12/2024	562 232 7311	972			\$100	
50	6/12/2024	216 966 1712	972			\$100	Healthcare Benefits
51	6/12/2024	806 483 4142	972			Hello?	Healthcare Benefit
52	6/12/2024	463 724 4073	972			Hello?	
53	6/12/2024	724 235 7510	972			Hello?	
54	6/12/2024	806 483 4142	972			Hello?	
55	6/12/2024	224 371 3470	972		✓	Hello?	Healthcare Benefits

56	6/12/2024	341 229 1815	972		✓	Hello?		Health
57	6/13/2024	740 239 9492	972			\$100	✓	
58	6/13/2024	531 281 0879	972			\$100		Health
59	6/13/2024	216 865 8295	972			Hello?		
60	6/13/2024	940 209 4112	972			Hello?		
61	6/14/2024	463 766 4592	469			\$100		
62	6/14/2024	779 991 1280	972			Hello?		double call
63	6/17/2024	928 395 3227	972	✓				Health Benefit
64	6/20/2024	669 629 3371	972			\$100		
65	6/26/2024	765 390 2736	972			\$100		
66	7/2/2024	719 403 2697	972			\$100		
67	7/10/2024	220 300 2921	972			\$100		
68	7/12/2024	845 409 5098	972					Health
69	7/15/2024	516 789 1699	972			\$100		
70	7/19/2024	815 570 0962	972		✓	\$100		James - FE robocall
71	7/22/2024	731 310 4539	972		✓	\$100		Future
72	7/22/2024	765 831 7870	972					Future
73	7/26/2024	561 349 8331	972			\$100		
74	7/30/2024	239 361 4219	972		✓	\$100		Future
75	7/30/2024	940 209 4676	972	✓	✓	\$100		Future
76	7/31/2024	206 538 6863	972			\$100		
77	7/31/2024	206 538 6863	972	✓		\$100		Future Home Renovation
78	8/9/2024	501 273 2578	972			\$100	✓	
79	8/12/2024	972 416 7777	972					James Final Expense Robocall
80	8/16/2024	820 222 2270	972					Future Home Renovation
81	8/16/2024	972 416 7777	972					James Final Expense Robocall
82	8/20/2024	972 403 1876	972					James Final Expense Robocall
83	8/21/2024	361 210 2816	469			Hello		
84	9/17/2024	956 710 3961	972			\$100 - Hello?		Debt relief - double call recording
85	9/20/2024	443 753 2628	972		✓			Future Home Renovation
86	9/23/2024	415 524 8757	972		✓			Future Home Renovation
87	9/23/2024	737 287 1583	972			Hello?		
88	10/1/2024	405 369 2163	972	✓		\$100		Home Safety - Malvo?
89	11.18.2024	774 250 8750	972			\$100		Medical
90	11.27.2024	940 375 0827	972		✓	\$100	✓	
91	12.4.2024	360 949 1646	972			\$100	✓	
92	12.5.2024	901 440 3557	972			\$100	✓	
93	12.5.2024	978 881 6037	972			\$100		
94	12.6.2024	979 465 3613	972			\$100		
95	12.6.2024	915 277 3992	972			\$100	✓	
96	12.9.2024	631 977 7846	972			\$100	✓	
97	12.11.2024	989 340 6362	972			\$100		

(972) Do not call request sent to Secured ID LLC in Exhibit A page 1

(972) Do not call request sent to ID Integrity LLC in Exhibit A page 2

(972) Do not call request sent to Practical ID Protection LLC in Exhibit A page 3

Anthony George is personally asked to stop calling (972) number in Exhibit A page 4

98	12.12.2024	479 465 3675	469			\$100		
99	1.9.2025	469 262 3593	469		✓	\$100	✓	
100	1.15.2025	609 416 8548	469			\$100		
101	1.24.2025	314 936 0388	469			\$100		
102	1.24.2025	601 439 5740	469			\$100		
103	1.24.2025	901 587 7606	469			\$100		
104	1.24.2025	940 253 3508	469			\$100		
105	1.25.2025	541 581 2474	469			\$100		
106	1.26.2023	469 381 3035	469	✓				Healthcare Benefits
107	1.27.2025	314 936 0388	469			\$100	✓	
108	1.30.2025	480 480 4176	469			\$100		

AG Marketing and Mr. George are liable for all the calls

In Dkt. 17, the Court said:

To the extent Plaintiff wishes to impute any actions by one defendant to others, whether for purposes of liability or jurisdiction, any subsequent motion for default judgment needs to more clearly explain how and why the Court should make such a connection.

AG Marketing and Anthony George are liable for calls on behalf of their shell companies

- ID Integrity, Practical ID, Secured ID, and ID Core Protection for the following reasons:

I first realized Practical ID Protection was a front for AG marketing when I sent a do-not-call request to contact@proactical-id-protection.com. I learned emails sent to this email address were being forwarded to an address at agmarketingflorida.com. See Exhibit B. Then I found that all the shell company websites were hosted via AG’s hosting accounts. Dkt. 1 ¶¶60, 71, 85, 92, and 103. By calling the different phone numbers on the websites and asking for AG Marketing, I learned that AG answers the phones. Dkt. 1 ¶¶68, 83, 102. AG receives the emails sent to the shells. Dkt. 1 ¶¶69, 84. Dkt. 1 ¶73: AG receives a share of ID Integrity's profits. Dkt. 1 ¶74: ID Integrity is a shell through which AG runs its own business. Dkt. 1 ¶87: Dkt. 1 AG receives a share of Practical ID's profits. ¶88: Practical ID is a shell through which AG runs its own business. Dkt. 1 ¶93: AG receives a share of ID Core Protection LLC's profits. Dkt. 1 ¶94:

1 ID Core Protection LLC is a shell through which AG runs its own business. Dkt. 1 ¶105: AG
 2 receives a share of Secured ID's profits. Dkt. 1 ¶106: Secured ID is a shell through which AG
 3 runs its own business.

4 While an AG shell company did not charge every credit card in Dkt. 1 ¶274, they did
 5 charge 9 of the 19. [I testify in my declaration ¶9 that the date in the credit card name is the date
 6 of the call].

	Credit card	AG Shell company
1	\$100 1.27.2025	ID INTEGRITY LLC
2	\$100 1.9.2025	PRACTICAL ID PROTECTION LLC
3	\$100 Rebate 8,9.2024 #2	SECURED ID LLC
4	\$125 Rebate 7.30.2024	-
5	100 12.17.2024	-
6	100 12.18.2024	-
7	100 12.6.2024	ID CORE PROTECTION LLC
8	100 12.9.2024	PRACTICAL ID PROTECTION LLC
9	100 rebate 12.4.2024	-
10	100 gift card 6.20.2024	-
11	100 rebate 11.27.2024	SECURED ID LLC
12	100 rebate 12.4.2024	SECURED ID LLC
13	100 rebate 6.13.2024	ID INTEGRITY LLC, SECURED ID LLC
14	100 rebate 7.22.2024	-
15	100 rebate 8.9.2024	PRACTICAL ID PROTECTION LLC
16	100 voucher 10.1.2024	-
17	100 voucher 11.18.2024	-
18	453641XXXXXX9218	-
19	One Time	-

7 AG did not have to charge every card for the all the calls to be initiated on AG's behalf.

8 PillPack cites no authority to establish a call may only be "initiated" on
 9 behalf of one **seller** and the Court agrees with Williams that the fact that
 10 the Performance Media campaign calls may have been initiated on behalf
 11 of multiple **sellers** does not necessitate individualized inquiries or
 12 evidence. [Williams v. Pillpack LLC](#), 343 F.R.D. 201, 209 (W.D. Wash.
 13 2022).

1 At AG's charging 9 of the 19 cards, the Court should find that either all of DSA's calls
 2 were on behalf of AG, or the Court should find that 9/19, or 47% of DSA's 105 calls addressed
 3 in this lawsuit were on behalf of AG. And as I pointed out in Dkt. 1 ¶¶360-361, only when AG's
 4 shell companies charged my credit card was it charged while on the call with the telemarketer.
 5 In ¶371, Mr. George admitted he can't stop the scam calls because that is how his business
 6 functions.

7 **The artificial or prerecorded Voice Calls**

8 The artificial or prerecorded voice calls are #1, #2, #5, #70, #79, #81, and #82 in the call
 9 table of Dkt. 1 ¶253. See the associated declaration ¶12. While none of them led to a credit card
 10 charge, AG and Mr. George are just as responsible for the calls as the rest of the voice calls
 11 because the Telemarketer was calling on their behalf just as much as the other Sellers. See

12 *Pillpack:*

13 PillPack argues this definition of "seller" [the person or entity on whose
 14 behalf a telephone call or message is initiated] precludes resolution on a
 15 class-wide basis because calls [**14] transferred to PillPack "were
 16 placed as part of a general pharmacy partners campaign for a number of
 17 pharmacies" and "[t]he agent handling each call did not know to which
 18 entity it would be transferred (if at all) at the time an outbound call was
 19 placed." (Dkt. No. 243 at 21.) According to PillPack, the Court would
 20 have to individually examine each call to determine on whose behalf the
 21 call was initiated.

22 While it is unclear what actual control AG had over the Telemarketer, they had the ability
 23 to stop doing business with a Telemarketer obtaining credit cards via a scam, or at least do an
 24 investigation, and they chose to do neither and continued doing business with the Telemarketer.
 25 Dkt. 1 ¶346 *No Seller investigated the Telemarketer after hearing Barton's report.*

26 **Service on Remaining Defendants**

1 The Court is correct that only AG and Mr. George have been served. The other
2 defendants can be dismissed without prejudice.

3 **CONCLUSION**

4 Mr. George believed he had insulated AG Marketing and himself from a TCPA lawsuit
5 by using shell companies to make unwanted calls and charge the credit cards, while he pocketed
6 the money. Mr. Barton asks the Court to show him he is incorrect by granting a default
7 judgment on the above claims. If needed to understand all the entities, calls, and elements, Mr.
8 Barton is happy to attend a court hearing. If the default judgment is granted, Mr. Barton will
9 follow up with a spreadsheet doing the math of the various statutory damage claims and identify
10 which calls occurred before and after the state telemarketing law changes of July 23, 2023. If the
11 Court is not inclined to award \$500 per call under 47 U.S. Code § 227(c) or treble damages
12 under 47 U.S. Code § 227, Mr. Barton asks for a jury trial on these issues.

13
14
15 July 25, 2025

16 

17 _____
18 (Nathen Barton)

19
20 Nathen Barton
21 BlueWind33@ProtonMail.com
22 (360) 241-7255