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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NATHEN BARTON,

Plaintiff,

v.
REAL INNOVATION, INC.;
RICHARDSON MARKETING GROUP,
LLC; DERYCK D. RICHARDSON; PETER
REIERSON; and JOHN DOES 1-10,

Defendants.

Case No.: 3:24-cv-5194

**NOTICE OF REMOVAL
UNDER 28 U.S.C. §§1331 AND
1441**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Please take notice that defendant Peter Reierson hereby removes the action described below to this Court without waiving any rights or defenses.

1. On information and belief, Plaintiff Nathen Barton has not filed the attached Complaint For A Civil Case And Injunctive Relief (the “Complaint”) for the action entitled *Nathan Barton v. Real Innovation, Inc., et al.*, with the Clark County Superior Court

1 2. Defendant Peter Reiersen accepted service of the Complaint and Summons on February
2 20, 2024. This notice of removal is therefore timely pursuant to 28 U.S.C. § 1446(b). A copy of
3 the Summons and Complaint served on Mr. Reiersen is attached as Exhibit A.

4 3. This is a civil action for which this Court has original jurisdiction under 28 U.S.C. §
5 1331 and may be removed to this Court pursuant to 28 U.S.C. § 1441(b). Plaintiff alleges claims
6 under Federal law, specifically, claims under the Federal Telephone Consumer Protection Act
7 (“TCPA”) 47 U.S.C. § 227. Complaint ¶¶403-414.

8 4. Plaintiff has not filed or provided a certificate of service showing that defendants
9 Richardson Marketing Group, LLC; Deryck D. Richardson; or John Does 1-10 have been
10 properly served. Declaration of Jensen S. Mauseth (“Mauseth Decl.”) at ¶2. Therefore, their
11 consent is not required under 28 U.S.C. §1446(b)(2)(A).

12 5. Defendant Real Innovation, Inc. has been properly served, however, and consents to this
13 removal. Consent of Defendant Real Innovation, Inc. to Notice of Removal at 1.

14 6. Upon filing this notice of removal, Mr. Reiersen will serve notice of removal papers
15 upon Plaintiff. Because Plaintiff has not yet filed this case with the Clark County Superior
16 Court, it is not necessary to file notice of the removal papers with the clerk of that court.

17 7. Intra-district Assignment: This action has been removed to the Tacoma Division
18 pursuant to LCR 3(e)(1) because the Plaintiff resides in Clark County, Washington. Complaint
19 ¶27.

20
21 DATED this 8th day of March 2024.

22
23 MAUSETH LEGAL, PLLC

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25 

26 Jensen S. Mauseth WSBA No. 45546
27 Mauseth Legal, PLLC

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*Attorneys for Defendants Real Innovation, Inc.
and Peter Reiersen.*

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK**

NATHEN BARTON,

Plaintiff

v.

Real Innovation Inc, Richardson
Marketing Group LLC, Deryck D
Richardson, Peter Reiersen, and John Doe

1-10

Defendants.

Case No.:

COMPLAINT FOR A CIVIL CASE
AND INJUNCTIVE RELIEF

Jury Trial: Yes No

I. INTRODUCTION

1. There are telemarketers in America whose long-term business model is placing lots and lots of unsolicited calls and robocalls.
2. Companies who sell a particular widget are looking for customers interested in such widgets, and telemarketers are eager to introduce widget makers with possibly interested customers.
3. And some telemarketers call all the phone numbers they can, playing pre-recorded or artificially generated speech about widgets.
4. The telemarketer does this to build up pool of valid phone numbers, noting key demographics of the people behind the phone numbers like age, gender, interests, or location.

1 When the telemarketer strikes a deal with a specific widget maker to find potential
2 customers, the telemarketer goes to their calling pool, and calls the people that fits the widget
3 maker's specified customer profile.

4 5. And calls them again and again . . .

5 6. When the telemarketer finds a consumer they can sell to a widget maker, they call that person
6 a "Lead".

7 7. The telemarketer passes the Lead to a widget maker for monetary gain, the widget maker is
8 happy to have someone to pitch their widgets to, and everyone in the loop is a winner.

9 8. Except for people like Senator Hollings and Plaintiff who don't want the phone calls. In our
10 experience:

11 9. "[c]omputerized calls are the scourge of modern civilization. They wake us up in the
12 morning; they interrupt our dinner at night; they force the sick and elderly out of bed; they
13 hound us until we want to rip the telephone right out of the wall."

14 10. 47 C.F.R. § 64.1200(f)(10) defines "seller" as

15 11. "The term seller means the person or entity on whose behalf a telephone call or message is
16 initiated for the purpose of encouraging the purchase or rental of, or investment in, property,
17 goods, or services, which is transmitted to any person.

18 12. 47 C.F.R. § 64.1200(f)(12) defines "telemarketer" as

19 13. "The term telemarketer means the person or entity that initiates a telephone call or message
20 for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or
21 services, which is transmitted to any person."

22 14. Richardson Marketing Group LLC is a telemarketer under 47 C.F.R. § 64.1200(f)(12).

23 15. Real Innovation Inc. is a seller under 47 C.F.R. § 64.1200(f)(10).

1 16. Richardson Marketing Group LLC (“RMG”) with website <https://www.richardsonmarketing.com/>
2 placed a long series of voice and robocalls to Plaintiff, adding and maintaining his phone
3 number in a pool of phone numbers until such time as they could sell Barton and people like
4 him as a Lead to a Seller.

5 17. At some point Real Innovation Inc. *d/b/a* Real Innovation Life (The Seller in this lawsuit also
6 known as “RIL”) hired RMG to act as their agent to place robocalls to people in the pool of
7 numbers, and warm transfer potential customers to RIL.

8 18. A warm transfer is when a telemarketer has a consumer on the phone, and joins RIL to the
9 call.

10 19. A live transfer is the same as a warm transfer and the two terms can be used interchangeably.

11 20. They did this to Barton and both RIL and RMG violated the Telephone Consumer Protection
12 Act and Washington State telemarketing laws doing so.

13 21. RIL may have hired other telemarketers to initiate calls to Barton on their behalf, but on
14 11/28/2023 RIL through their attorney Jensen Mauseth attributed the August 2023 calls
15 Barton received to RMG.

16 22. After Barton learned RIL was behind the pre-recorded or artificial voice calls, Barton
17 emailed RIL at their publicly advertised contact email address info@realinnovation.com on
18 8/11/2023:

19 23. “Dear Sirs,

20 My name is Nathen Barton.

21 I have been getting robocalls for some time pitching final expense insurance from entities
22 calling themselves “American Benefits”.

23 A couple days ago on the 9th I got another such call from (972) 463-6139 at 1:18pm PST.

24 I investigated who was behind the call and I learned that it is your company.

25 I did not ask for these calls, and I have told “American Benefits” callers previously to
26 stop calling me.

1 Yet I continue to get more calls.

2 Can you tell me what consent you relied on to place this August 9, 2023, call to me?

3 My phone number is (972) 207-5749.

4 Please put my number on your do-not-call list.

5 Thank you,

6 Nathen”

7 24. Barton received an unexpected response – on 8/22/2023 Barton received another, identical
8 robocall on behalf of, and for the benefit of, RIL.

9 25. And they robocalled Barton in November 2023.

10 26. Other telemarketers may have solicited Barton for the benefit of RIL.

11 **II. BASIS FOR JURISDICTION**

12 27. Plaintiff Nathen Barton is a natural person and resident of Clark County, Washington.

13 Nearly all the acts alleged in this complaint occurred in Clark County, Washington State,
14 during 2023 and the last four years.

15 28. Jurisdiction in this court is correct because of where Plaintiff resides, and his residence is a
16 nexus where Plaintiff suffered personal injury and invasion of privacy at the hands of the
17 Defendants.

18 29. Defendants directed telephone calls to Plaintiff’s phone in this district and the Telemarketer
19 was told repeatedly by Barton that he lived in Clark County, Washington.

20 30. Thus, for many of the calls, Defendants knew or should have known they were calling a
21 consumer located in Clark County of Washington State.

22 31. And in fact they did know, Barton repeatedly told them in many calls that he resided in zip
23 code 98607.

24 32. All the specifically identified telemarketing phone calls alleged in this complaint were made
25 to two phone numbers assigned to Plaintiff in exchange for a monthly service fee.

1 33. Washington State has long held that a party availing themselves of the privilege of
2 conducting activities inside of Washington State is subject to the jurisdiction of Washington
3 State. See *Cofinco of Seattle, Ltd. v. Weiss*.¹

4 34. The Defendants need not physically visit Washington.

5 35. The internet and the telephone allow anyone in one state to do business in all others. In a
6 case decided before “internet” was a word, our Washington Supreme Court recognized that
7 jurisdiction may be established by “affirmative acts taking place here by which the out-of-
8 state resident overtly submits to jurisdiction”.

9 36. *Griffiths & Sprague Stevedoring Co. v. Bayly, Martin & Fay, Inc.*² quoting *Quigley v. Spano*
10 *Crane Sales & Serv., Inc.*³

11 37. The Defendants initiated or incentivized others to initiate phone call solicitations to Plaintiff
12 and other residents of Washington State, and they a significant fraction of the phone calls
13 would be to Washington State residents, establishing jurisdiction here. *Nixon v. Cohn*.⁴

14 38. Plaintiff is suing in part under federal statute the Telephone Consumer Protection Act of
15 1991, known as the TCPA, giving rise to a lawsuit that may be brought in Federal Court
16 pursuant to *Mims v. Arrow Fin. Services, LLC*.⁵

17 **III. THE PARTIES TO THE LITIGATION**

18 39. Plaintiff Nathen Barton resides at 4618 NW 11th Cir, Camas WA 98607, inside the bounds of
19 Clark County, Washington State.

¹ *Cofinco of Seattle v. Weiss*, 25 Wn. App. 195, (Wash. Ct. App. 1980)

² *Griffiths & Sprague Stevedoring Co. v. Bayly, Martin & Fay, Inc.*, 71 Wn. 2d 679, 684 (Wash. 1967)

³ *Quigley v. Spano Crane Sales Serv.*, 70 Wn. 2d 198, 203 (Wash. 1967)

⁴ *Nixon v. Cohn*, 62 Wn. 2d 987, 995 (Wash. 1963)

⁵ *Mims v. Arrow Fin. Servs. LLC*, 565 U.S. 368, (2012)

1 40. Defendant Real Innovation Inc (“RIL”) is a Delaware registered company with its corporate
2 address of 651 N Broad St Ste 201, Middletown, DE 19709.

3 41. RIL may be served with process via United States Corporation Agents, Inc, 651 N Broad St
4 Ste 201, Middletown, DE 19709.

5 42. Defendant Peter Reiersen is the lead founder and CEO of RIL.

6 43. Reiersen resides at 1184 SW Camano Drive, Stanwood, WA 98282.

7 44. Richardson Marketing Group LLC (“RMG”) is an Ohio corporation with registered agent
8 Deryck D Richardson, 4843 Drayton Rd, Hillard OH 43026.

9 45. RMG lists the address of 3260 W Henderson Rd Suite 020, Columbus OH 43220.

10 46. Defendant Deryck D Richardson is the owner and manager of RMG.

11 47. The entity that initiated the calls to Barton and then transferred the calls to RIL is a “John
12 Doe”, also known in this complaint as “Telemarketer”.

13 48. There may be other unknown entities that are also legally responsible for the illegal phone
14 calls initiated to Barton’s phone numbers.

15 **IV. STATEMENT OF CLAIM**

16 49. Plaintiff is the subscriber of the two phone numbers that received the calls.

17 50. The phone numbers are registered in Barton’s name and Barton pays for the subscription fees
18 from his personal account.

19 51. Barton uses the telephone numbers that received the calls as residential telephone lines.

20 52. Barton answered each telephone call specifically listed in the Complaint.

21 53. One phone in particular was and is on a limited-service plan, with each call, text, or data
22 usage subtracting from a fixed amount of each available each month.

1 54. Plaintiff registered the phone numbers at issue on the FTC national *do-not-call* registry more
2 than 31 days before all calls at issue in this Complaint.

3 55. At no time relevant to this lawsuit did Plaintiff consent in writing to any final expense related
4 solicitation calls that contain artificial or pre-recorded speech. Barton never heard of RIL or
5 RMG prior to unmasking them recently.

6 56. All times listed are Pacific Standard Time.

7 **General Facts**

8 57. Each call the Telemarketer and RIL initiated to Barton was for the purpose of encouraging
9 the purchase of final expense “insurance” and related services.

10 58. RIL substantially assisted the Telemarketer to place these calls by giving the Telemarketer a
11 financial incentive to do so, a criteria of customer demographics they were looking for
12 (gender, age, physical location, smokers or non, health issues, medications, and the like), and
13 by accepting warm transfers.

14 **Monikers**

15 59. The Telemarketer in this case uses the monikers “American Benefits”, “Senior Benefits”,
16 “Senior Care”, and “Senior Care Benefits”.

17 60. This is not an exhaustive list.

18 61. They use other monikers.

19 62. A robocall will start with one of these monikers but a live agent will get on the call later and
20 use a different one or will use multiple monikers during the same time.

21 63. This happens because the live agent that joins the call after the artificial or pre-recorded
22 voice segment doesn’t know what the calling script was.

1 64. Or if the call starts with a live agent they forget what moniker they started with. None of
2 these are registered *d/b/a* names or actual company names, these are generic names RIL and
3 the Telemarketer use to hide their identity from the thousands of call recipients who don't
4 want these calls.

5 65. These were placed using a Soundboard – A large number of calls will start with the same
6 artificially or prerecorded voice speaking from a script.

7 66. The Telemarketer will employ a human listener to hear the call recipient's responses to the
8 script.

9 67. The human listener will sit in front of a screen displaying different options the artificially or
10 prerecorded voice can say next, and the human listener will pick the best option from those
11 available to move the call forward towards converting the call recipient to a Lead, depending
12 on what the call recipient says.

13 68. Or if the called party gives an answer the human listener isn't looking for, the human listener
14 will end the call and join a new one.

15 69. The human listener is also researching the phone number of the called party – is the called
16 party known to be litigious and if so found, the human listener will end the call.

17 70. Because the human listener has options to "voice" depending on what the call recipient says,
18 the Telemarketer may be following a general script, but the exact content of calls can and
19 will vary from call to call as the human chooses the next response from the Soundboard.

20 71. In this complaint, calls said to be following a specific script will all start the same way, will
21 all be spoken by an identical sounding voice, and generally pulled conversation from the
22 same set of sentences available to the human listener.

23 **Script A**

1 72. The Telemarketer uses Script A.

2 73. In this complaint, calls said to be following Script A all started the same way, were all
3 spoken by an identical sounding voice, and used the same set of sentences available to the
4 soundboard operator.

5 74. "Hello this is James I am with American Benefits on a recorded line how are you
6 doing today? Great now I am with American Benefits and based on our records I
7 show you may qualify for a state regulated final expense insurance plan that's
8 going to cover 100 percent of funeral, burial, and cremation expenses. Now are
9 you between the ages of 50 and 80 years old? Now to get the best pricing for your
10 age how old are you as of today? Awesome you are qualifying just fine. So let me
11 quickly bring in one of my insurance specialists on the phone and they'll tell you
12 exactly what kind of benefits you qualify for today ok?"

13 **Script B**

14 75. The Telemarketer also uses Script B.

15 76. In this complaint, calls said to be following Script B all started the same way, were all
16 spoken by an identical sounding voice, and used the same set of sentences available to the
17 soundboard operator.

18 77. "Hello this is Alex with American Benefits on a recorded line how are you doing
19 today? I'm calling to inform you about a new low cost final expense insurance
20 plan that's actually going to cover a 100% of your funeral expenses. How old are
21 you? I'm sorry, what was that? Awesome so your qualifying just fine. Let me
22 quickly just bring on one of our insurance specialists here on the line ah they are
23 going to tell you exactly what you are going to be able to qualify for here today
24 alright?"

25
26 78. In some calls Script 2 continued with dialog like this:

27 79. "Now if you chose to take coverage, tell me who would be your beneficiary?
28 Would it be your son, your daughter, or possibly your spouse?". Then it sounded
29 like Alex tried to call someone but the dialed number was incorrect. Then Alex
30 went back to speaking "Just a second. Do you smoke or chew tobacco? How's
31 the weather where you're at? Ok. I've got one last question for you. Have you
32 ever been diagnosed with any major or even minor health issues such as
33 Alzheimer's, diabetes, or even cancer? Ok. Hold on just a moment for me ok?"

1 **Script C**

2 80. The Telemarketer also uses Script C.

3 81. In this complaint, calls said to be following Script C all started the same way, were all
4 spoken by an identical sounding voice, and used the same set of sentences available to the
5 soundboard operator.

6 82. "Hello this is Cindy Jones I'm with American Benefits how are you doing today?
7 Great, now I am with American Benefits and based on our records it show that you
8 may qualify for state regulated final expense insurance plans that's going to cover
9 100 percent of your funeral, burial, and cremation expense. Are you between the
10 ages of 50 and 80 years old? How old are you?"

11 **Script D**

12 83. The Telemarketer also uses Script D.

13 84. In this complaint, calls said to be following Script D all started the same way, were all
14 spoken by an identical sounding voice, and used the same set of sentences available to the
15 soundboard operator.

16 85. "Hi this is John with Senior Benefits. How you doing today? I'm calling to
17 inform you about the new low cost final expense insurance plan which is designed
18 to cover a 100% of your final expenses. You may have seen some of the tv
19 commercials or received a card in the mail about it. These plans are now available
20 with no medical exams or personal visits to your home. So would you be
21 interested if one of our experts calls you not today but in the next few days
22 whenever you are free to learn more these plans? This is not for right now our
23 agent can call back within the next few days to review your options with you,
24 Would that be ok? When is the best time to call you back would it be mornings
25 afternoons or evenings? To check if you qualify may I know how old are you? If
26 you chose to take the coverage who would be your beneficiary? All I need is a
27 relationship like spouse son daughter or any other family member? Do you
28 currently have any life insurance in force now? And are you living in a nursing
29 home or in an assisted living facility? Do you have a checking or savings account?"

30 **Script E**

31 86. The Telemarketer also uses Script E.

1 87. In this complaint, calls said to be following Script E all started the same way, were all spoken
2 by an identical sounding voice, and used the same set of sentences available to the
3 soundboard operator.

4 88. "Hello? Hi this is Alvin with Senior Benefits. How you doing today? Alright
5 sounds good, I'm following up on a call you received about a new lost cost final
6 expense program that covers 100% of the funeral expenses and any other debts or
7 obligations you might have. So would you mind if our experts contact you in a
8 few days and give you more information on it along with a quote? May I tell you
9 something just before I let you go? Hello? These new affordable plans have [sic]
10 recently approved in your area and almost everyone qualifies. So all I'm saying is
11 that our qualified specialist can call you back in a few days and give you more
12 information. Would that be ok?"

13 **Script F**

14 89. The Telemarketer also uses Script F.

15 90. In this complaint, calls said to be following Script F all started the same way, were all spoken
16 by an identical sounding voice, and used the same set of sentences available to the
17 soundboard operator.

18 91. "Hello? Hi this is Julie with Senior Care. How are you today? Great. The reason
19 I'm calling is to let you know of a new state regulated final expense insurance plan
20 that is design to cover 100% of your funeral burial or cremation expenses. I have a
21 state licensed agent with me on the other line who will let you know how these
22 plans benefit you and your family. To see if you qualify for this plan would you
23 like to learn more about it? [different voice] To qualify you for the plan are you
24 between the age of 40 and 80? Great. Wonderful. Let me get a licensed agent on
25 the line who will give you more information about the program today. Ok?"

26 **Script G**

27 92. The Telemarketer also uses Script G.

28 93. In this complaint, calls said to be following Script G all started the same way, were all
29 spoken by an identical sounding voice, and used the same set of sentences available to the
30 soundboard operator.

1 94. “Hi my name is Kevin Foster I’m with Senior Benefits. How are you today? I’m
2 calling to let you know about the new low cost final expense insurance plan that
3 has recently been approved in your state which will cover 100% of your burial
4 expenses. So I have my senior supervisor on the line and he can provide you more
5 information would that be ok? Just to qualify may I know how old are you like
6 what’s your age? Ok so let me just go ahead and transfer your call to my senior
7 supervisor and he’s going to get you all the information and tell you all about the
8 benefits.”

9
10 95. This call closely matches the robocall script in lawsuit *Dobronski v Real*
11 *Innovation Inc*⁶, docket 1, paragraph 73.

12 96. A Kevin Foster robocall was used to transfer Donbronski to RIL on 4/25/2023. *Id*
13 at ¶79.

14 97. RIL admitted that a call from “the lead generation company” involving
15 Donbronski was transferred to RIL on that date. Docket 11, starting at paragraph
16 79.

17 **Script H**

18 98. The Telemarketer also uses Script H.

19 99. In this complaint, calls said to be following Script H all started the same way, were all
20 spoken by an identical sounding voice, and used the same set of sentences available to the
21 soundboard operator.

22 100. “Hi this is Lisa with Senior Benefits how are you doing today? Great”

23 101. The known portion of this script is short because Barton only heard it one time and he
24 referred to Lisa as a computer, causing the human listener on the line to hang up the call.

25 **Script I**

⁶ https://occe-ets.justia.com/docket/michigan/miedce_2/2023cv11301_370152

1 102. The Telemarketer also uses a Script I. In this complaint, calls said to be following Script I
2 all started the same way, were all spoken by an identical sounding voice, and used the same
3 set of sentences available to the soundboard operator.

4 103. “Hi this is Mary with Senior Benefits. How are you doing today? I’m calling to
5 inform you about a state regulated final expense program that covers funeral,
6 cremation, and leaves money to your loved ones while being affordable. What’s
7 your age? Do you have any major health issues? Who do you have in mind as a
8 beneficiary?”

9 **Script J**

10 104. The Telemarketer also uses Script J. In this complaint, calls said to be following Script J all
11 started the same way, were all spoken by an identical sounding voice, and used the same set
12 of sentences available to the soundboard operator.

13 105. “Hi this is Roger with Senior Benefits how are you? I’m calling to inform you
14 about a new lost cost final expense insurance plan which is design to cover 100%
15 percent of your funeral expenses.”

16 **Script K**

17 106. The Telemarketer also uses Script K. In this complaint, calls said to be following Script K
18 all started the same way, were all spoken by an identical sounding voice, and used the same
19 set of sentences available to the soundboard operator.

20 107. “Hello. Hi my name is Walter I’m calling you with Senior Benefits. How are
21 you? Alright ok? I’m calling to let you know about the new low cost final
22 expense insurance plan that’s been recently approved in your state which will
23 cover 100% of your burial expenses so I have my senior supervisor on the line
24 and he can provide you more information. Would that be ok? Just to qualify
25 may I know how old are you like what’s your age?”

26 **Tying all the monikers to the Telemarketer**

27 108. On July 12, 2022, the defendants or their agent initiated a phone call to Plaintiff’s (972) cell
28 number from (430) 204 5259.

1 109. In a pre-recorded or artificially generated voice, a man avatar spoke Script A – James with
2 American Benefits.

3 110. Then a lady got on the phone and she said the call was about final expense insurance. She
4 asked Barton’s age, if Barton already had life insurance, and she went over the benefits of
5 the insurance.

6 111. Barton asked the lady “is it SelectQuote?” and the lady responded “no sir it is from Senior
7 Benefits”.

8 112. Then she asked “so what’s your zip code there” and Barton answered “98607”. She went
9 on to ask more insurance screening questions, and eventually she wanted to join another
10 agent on the line.

11 113. She asked if Plaintiff agreed to receive calls and emails in furtherance of getting insurance
12 and Barton answered “I’d talk to someone but I don’t want to get on any calling lists”.
13 When Barton didn’t agree the lady hung up.

14 114. The lady said “Senior Benefits” because she didn’t know the moniker in the robocall to
15 Barton, subsequently transferred to her, used “American Benefits” and this Telemarketer
16 commonly uses “Senior Benefits” with when calling.

17 115. On August 2, 2022, the defendants or their agent initiated two phone calls to Plaintiff’s
18 (972) cell phone from (940) 289 1213.

19 116. The first call went unanswered but Plaintiff answered the second call. A man got on the
20 line saying “Hey this is Mark Hayden I’m working with American Benefits”.

21 117. He himself seemed unable to recall what name he should give, then saying was from
22 “Senior American Benefits”.

23 118. He went on to pitch final expense insurance.

1 119. He already knew Barton's zip code was 98607.

2 120. He then transferred the call to his "senior specialist" Lance Williams.

3 121. He also asked insurance related questions. Soon after the call ended.

4 122. On May 19, 2023, the defendants or their agent initiated a phone call to Plaintiff's (972)
5 cell number from (469) 347 2985.

6 123. In a pre-recorded or artificially generated voice, a man avatar spoke Script A - James with
7 American Benefits.

8 124. Then a man named Harry got on the phone and said he was from Senior Benefits.

9 125. He was pitching final expense insurance and wanted Barton to allow a licensed agent
10 named Leroy to call Barton.

11 126. Harry asked final expense related questions, and for Barton's address. Barton told Harry
12 that his zip code was 98607.

13 127. On August 1, 2022, the defendants or their agent initiated a phone call to Plaintiff's (972)
14 cell phone from (970) 552 0617.

15 128. A man got on the phone and said he was from Senior Benefits.

16 129. He went on to pitch final expense insurance, asking final expense related questions and
17 payment related questions.

18 130. Then he said he would transfer the call to his "licensed agent".

19 131. A new man joined the call and he said he was with "Senior Care".

20 132. The John Doe Telemarketer uses these known monikers and Barton alleges they use even
21 more not currently known to Barton.

22 **The Calls**

23 133. The following table summarizes many of the documented calls in the lawsuit.

1 134. The calling number is the phone number displayed on Barton’s screen when the defendants
 2 initiated each call to Barton’s cell phones.

3 135. The date is the calendar date each call was received by Barton.

4 136. Script shows which calling script the defendants used when placing artificial or prerecorded
 5 voice calls to Barton.

6 137. “voice” in the script box means the initial caller who spoke was a live person.

7 138. Barton knows these phone agents acted on behalf of the defendants because they identified
 8 themselves using one or more of the monikers identified in this lawsuit.

9 139. And the monikers are used by the telemarketers working on behalf of RIL.

10 140. Called # is which of Barton’s phones they called.

11 141. A check mark in the DNC box means Barton either asked them to be placed on their *do-*
 12 *not-call* list, or to be removed from their calling list.

13 142. “RDNC” in the DNC box means that the defendant’s phone agent told Barton during that
 14 call that Barton’s number was already on the *do-not-call* list.

15 143. This call list is not exhaustive.

16 144.

Call #	Calling Number	Date	Script	Called #	DNC
1	430 204 5259	7/12/2022	A	(972)	✓
2	430 204 5150	7/13/2022	A	(972)	
3	972 262 4493	10/5/2022	B	(972)	
4	307 343 1719	10/6/2022	C	(972)	
5	972 260 8622	10/10/2022	B	(972)	
6	972 200 0256	10/20/2022	A	(972)	
7	972 200 0401	10/20/2022	K	(972)	
8	432 322 3833	11/11/2022	B	(469)	
9	281 990 4260	11/17/2022	D	(469)	
10	409 262 4208	11/21/2022	B	(972)	
11	972 293 8973	11/21/2022	B	(972)	
12	470 710 5790	11/28/2022	A	(972)	

13	430 223 0873	11/28/2022	I	(469)	
14	430 220 9869	12/8/2022	B	(469)	
15	430 223 0155	12/8/2022	B	(469)	
16	432 322 3925	12/14/2022	B	(972)	
17	469 200 5462	12/15/2022	voice	(469)	RDNC
18	972 200 0395	12/19/2022	G	(972)	
19	973 564 1292	12/20/2022	H	(469)	
20	972 200 0580	12/21/2022	G	(972)	
21	209 431 1181	1/4/2023	voice	(469)	RDNC
22	46 975 08 20 59	1/6/2023	B	(469)	
23	46 911 23 78 46	1/9/2023	B	(469)	
24	46 988 31 00 11	1/9/2023	I	(469)	
25	469 472 5275	1/9/2023	I	(469)	
26	209 431 1181	1/9/2023	voice	(469)	RDNC
27	817 969 0564	1/10/2023	voice	(469)	✓
28	972 200 6991	1/11/2023	E	(972)	✓
29	46 920 21 62 98	1/12/2023	B	(469)	
30	46 933 59 14 48	1/17/2023	B	(469)	
31	46 952 36 80 42	1/17/2023	I	(469)	
32	469 370 9565	1/18/2023	B	(469)	
33	469 607 9569	1/19/2023	B	(469)	
34	469 275 9786	1/20/2023	B	(469)	
35	469 357 0108	1/23/2023	B	(469)	
36	325 272 7701	1/24/2023	D	(972)	
37	325 272 7703	1/24/2023	D	(972)	
38	469 923 9321	1/24/2023	D	(972)	
39	325 272 7703	1/25/2023	D	(972)	
40	972 200 0363	1/30/2023	G	(972)	
41	972 564 4633	1/30/2023	voice	(972)	✓
42	972 217 3335	2/20/2023	E	(972)	
43	430 227 8602	2/20/2023	J	(469)	
44	361 202 5263	2/21/2023	D	(469)	✓
45	563 928 4532	3/14/2023	voice	(972)	✓
46	606 945 7831	3/15/2023	voice	(469)	✓
47	469 382 5701	3/16/2023	F	(469)	
48	469 386 3150	3/31/2023	voice	(469)	✓
49	972 200 8496	4/13/2023	voice	(972)	✓
50	972 972 2317	4/26/2023	voice	(972)	✓
51	972 598 5926	5/2/2023	voice	(972)	✓
52	469 315 5327	5/4/2023	voice	(469)	✓
53	469 347 5332	5/4/2023	voice	(469)	✓
54	972 200 0278	5/9/2023	G	(972)	
55	432 314 2920	5/17/2023	D	(469)	✓

56	469 393 1570	5/18/2023	A	(469)	
57	865 503 2698	5/18/2023	D	(469)	✓
58	469 347 2985	5/19/2023	A	(469)	
59	469 387 9724	5/19/2023	A	(469)	
60	972 200 0932	5/19/2023	G	(972)	
61	603 207 6760	5/19/2023	I	(469)	
62	972 817 8696	5/23/2023	voice	(972)	✓
63	972 200 0248	5/25/2023	K	(972)	
64	210 939 4385	5/25/2023	D	(469)	
65	260 208 6947	5/25/2023	voice	(469)	✓
66	339 229 4166	6/8/2023	voice	(972)	✓
67	972 200 0369	6/8/2023	voice	(972)	✓
68	972 224 0435	6/9/2023	voice	(972)	✓
69	430 204 5150	7/13/2023	A	(972)	
70	360 721 8593	7/26/2023	G	(972)	
71	240 201 9853	7/28/2023	voice	(972)	✓
72	469 709 8208	7/28/2023	voice	(469)	✓
73	409 359 9547	7/31/2023	voice	(972)	✓
74	469 589 9970	7/31/2023	voice	(469)	✓
75	972 205 8436	8/1/2023	voice	(972)	✓
76	972 463 6139	8/9/2023	A	(972)	
77	972 871 9670	8/22/2023	A	(972)	RDNC

1

2 145. There are at least 200 more documented calls not specifically listed in this Complaint.

3 146. In those calls, the caller used the moniker "American Benefits", "Senior Benefits", "Senior
4 Care", "Senior Care Benefits", or other monikers traced to RIL or RMG.5 147. There are calls that the Defendants initiated to Barton but are not yet traced to the
6 Defendants.7 148. In almost no calls did the defendants identify "the business, individual, or other entity that
8 is responsible for initiating the call".9 149. In not one of the prerecorded or artificial voice calls did the caller share the "telephone
10 number (other than that of the autodialer or prerecorded message player that placed the call)
11 of such business, other entity, or individual".

1 150. Plaintiff knows which calls are using pre-recorded or artificially generated voice because
2 they use simple announcement type voice, only can respond appropriately to simple
3 expected responses, respond inappropriately to complicated or unexpected responses, the
4 voice is often glitchy, the voice tone doesn't vary or respond to the caller's tone, the calls
5 sound identical to other calls, and the impersonal nature of each call.

6 151. They do not have a personalized greeting and the voice passes the call to a live person if it
7 hears anything more than simple or expected responses.

8 152. In not one of the prerecorded or artificial voice calls did the caller "provide an automated,
9 interactive voice- and/or key press-activated opt-out mechanism for the called person to
10 make a do-not-call request".

11 153. In not one of one of the defendants calls to Barton did they "identify him or herself and the
12 company or organization on whose behalf the solicitation is being made and the purpose of
13 the call within the first thirty seconds of the telephone call."

14 154. In the majority (if not almost all) of the calls where a live agent joined the call at the start, it
15 was not connected to a live sales representative within two seconds of Barton's completed
16 greeting.

17 155. And in these cases where a live sales representative was not available within two seconds of
18 Barton's completed greeting, in no call did the Defendants provide "A prerecorded
19 identification and opt-out message that is limited to disclosing that the call was for
20 "telemarketing purposes" and states the name of the business, entity, or individual on
21 whose behalf the call was placed, and a telephone number for such business, entity, or
22 individual that permits the called person to make a do-not-call request during regular
23 business hours for the duration of the telemarketing campaign".

1 156. Some calls were initiated to Barton before 8am but after 8pm. In some of the calls the
2 Telemarketer did not end the call within ten seconds after Barton said he did not want to be
3 called again.

4 157. In some of the calls the Telemarketer did not end the call within ten seconds after Barton
5 said he wanted his number removed from the defendants calling list.

6 158. In no call after Barton asked to be removed from their calling list or to not be called again
7 did the Telemarketer inform Barton that his contact information will be removed from the
8 telephone solicitor's telephone lists for at least one year.

9 159. The Telemarketer initiated many calls to Barton after Barton told the Telemarketer not to
10 call that phone number again or to remove that number from the Telemarketers calling list.

11 160. The Telemarketer initiated many calls to Barton while his phone numbers were registered
12 on the do not call registry maintained by the federal government pursuant to telephone
13 consumer protection act, 47 U.S.C. Sec. 227.

14 161. Many calls the defendants initiated to Barton were spoofed – the calling number sent to
15 Barton's phone was not the true calling number.

16 162. The defendants did this to mask their identity.

17 163. Barton knows they did this because a number of times an immediate call back to the calling
18 number resulted in a message that the phone number was not in service, or an entity would
19 answer or a voice mail message would play indicating that phone number belonged to an
20 entirely different entity than the defendants.

21 **RIL is Liable for all the Calls**

22 164. RIL's affiliated insurance companies provide RIL and RIL's affiliated insurance agents
23 with access to the insurance company's computer systems in order for the insurance agents

1 to be able to quote insurance produce and pricing to consumer prospects, and to enter
2 insurance application information.

3 165. RIL accepts warm transfers to their licensed insurance agents.

4 166. RIL's licensed insurance agents will attempt to sell insurance policies to the warm transfers.

5 167. RMG was placing calls on RIL's behalf on or before 8/9/2023.

6 168. RIL knew RMG was placing calls on RIL's behalf on or before 8/9/2023.

7 169. On 8/9/2023, the Defendants initiated a call to Barton's (972) number and made it appear
8 the calling phone number was (972) 463-6139.

9 170. The robocall used Script A.

10 171. RMG told Barton on December 12, 2023 that a "Transcon BPO" with website

11 www.transconbpo.com dialed a call to phone number (972) 207-5749 on August 9th at 4:23
12 pm eastern time.

13 172. On 8/9/2023 a "Transcon BPO" with website www.transconbpo.com dialed a call to phone
14 number (972) 207-5749.

15 173. That call in ¶172 went through RMG's system on August 9th at 4:23 pm eastern time.

16 174. RMG transferred the call in ¶172 to RIL.

17 175. An RIL agent named Patrick McNeal [spelled phonetically as the exact spelling is not
18 known] accepted that warm transfer from the RMG.

19 176. On 8/9/2023 RMG transferred a call

20 177. On 8/9/2023, Patrick McNeal was an employee of RIL

21 178. On 8/9/2023, Patrick McNeal was an agent of RIL

22 179. On 8/9/2023, Patrick McNeal sold insurance for RIL

23 180. On 8/9/2023, Patrick McNeal sold burial insurance for RIL

1 181. On 8/9/2023, RIL knew that Patrick McNeal had a contractual relationship with
2 telemarketers accept warm transfers.

3 182. On 8/9/2023, RIL knew that Patrick McNeal was accepting warm transfers from
4 telemarketers as an RIL agent.

5 183. On 8/9/2023 McNeal confirmed in a conversation with Barton that RIL purchases leads
6 from several sources.

7 184. On 8/9/2023 RIL agents were accepting warm transfers from several sources.

8 185. On 8/9/2023 RIL agents were accepting warm transfers from RMG.

9 186. On 8/9/2023 McNeal accepted a warm transfer from RMG.

10 187. On 8/9/2023 Barton was a warm transfer from RMG to RIL.

11 188. Barton told McNeal that Barton was transferred to McNeal as the result of a robocall
12 Barton received.

13 189. McNeal said he did not know the name of the telemarketer who warm transferred Barton to
14 McNeal.

15 190. During the phone call McNeal told Barton that several telemarketers were providing leads
16 to RIL.

17 191. RIL was aware that RMG is robocalling to find people to warm transfer to RIL because
18 Barton himself notified RIL on 8/11/2023 when he emailed him the letter above to notify
19 them of a robocall RMG placed to Barton on 8/9/2023, and then warm transferred to RIL.

20 192. RIL and RMG have an agreement for RMG to warm transfer called parties to RIL phone
21 agents in exchange for payment.

22 193. On 8/22/2023, the Defendants initiated a call to Barton's (972) number and made it appear
23 the calling phone number was (972) 871-9670.

1 194. The robocall used Script A.

2 195. RMG told Barton on December 12, 2023 that a “Transcon BPO” with website

3 www.transconbpo.com, dialed a call to phone number (972) 207-5749 on 8/22/2023 at 2:23
4 pm eastern time.

5 196. On 8/22/2023 a “Transcon BPO” with website www.transconbpo.com dialed a call to
6 phone number (972) 207-5749.

7 197. That call in ¶196 went through RMG’s system on August 9th at 4:23 pm eastern time.

8 198. RMG transferred the call in ¶196 to RIL.

9 199. An RIL agent named Patrick McNeal [spelled phonetically as the exact spelling is not
10 known] accepted that warm transfer from the RMG.

11 200. After receiving Barton’s 8/11/2023 email, on 8/22/2023 RMG again robocalled Barton,
12 warm transferred the call to RIL, and RIL accepted the transfer.

13 201. RMG was placing calls on RIL’s behalf on 8/22/2023.

14 202. RIL knew RMG was placing calls on RIL’s behalf on 8/22/2023.

15 203. Phone number (972) 207-5749 went through RMG’s system on August 22nd at 2:16 pm
16 eastern time.

17 204. RIL placed RIL agent Damon Roosh [spelled phonetically as the exact spelling is not
18 known] at extension 1022 into the call with Barton with the intent of selling Barton final
19 expense insurance.

20 205. RIL has vicarious liability for the actions of RMG because RIL has ratified their conduct.

21 206. RIL was told of RMG’s actions and RIL continued to do the same business with them and
22 continued to accept warm transfers from RMG. In fact, the 8/22/2023 call ended with the
23 following conversation:

1 207.

2 Damon: Thanks for holding this is Damon how can I help today?

3 Telemarketer: Yeah Damon I have Mr. Nathen with me on the line and his zip code is 98607
4 and he's interested in \$10,000 policy please take over the call

5 Barton: Hello was it Damon?

6 Damon: Yeah this is Damon I am a senior licensed life insurance agent for Washington
7 and . . . [zip noise indicates Damon left the call]

8 Barton: Hello? Hello?

9 Telemarketer: Yeah Nathen your number is listed on *do not call* list

10 Barton: Oh why, why did you call me then?

11 Telemarketer: **Ha ha ha fuck you**

12 Barton: Well that's not very nice

13 Telemarketer: zip noise indicates he left the call

14 208. On 8/22/2023, Damon was an employee of RIL

15 209. On 8/22/2023, Damon was an agent of RIL

16 210. On 8/22/2023, Damon sold insurance for RIL

17 211. On 8/22/2023, RIL knew that Damon had a contractual relationship with RMG to accept
18 warm transfers.

19 212. On 8/22/2023, RIL knew that Damon had a contractual relationship with telemarketers
20 other than RMG to accept warm transfers.

21 213. On 8/22/2023, RIL knew that Damon was accepting warm transfers from RMG as an RIL
22 agent.

23 214. On 8/22/2023, RIL knew that Damon was accepting warm transfers from telemarketers
24 other than RMG as an RIL agent.

25 215. On 8/22/2023 RIL agents were accepting warm transfers from several sources.

26 216. On 8/22/2023 RIL agents were accepting warm transfers from RMG.

1 217. On 8/22/2023 Damon accepted a warm transfer from RMG.

2 218. On 8/22/2023 Barton was a warm transfer from RMG to RIL.

3 219. From the facts available it appears RMG was acting under the authority or apparent
4 authority of RIL.

5 220. RIL certainly ratified the conduct of RMG.

6 221. RIL allowed RMG to robodial for leads, interview them, warm transfer the leads to RIL,
7 and verbally introduce the Lead to RIL along with what the Lead was interested in that RIL
8 offered.

9 222. And then at the end of the 8/22/2023 call with RIL, RIL dropped off the call and let RMG's
10 agent swear at Barton.

11 223. Neither RMG nor Damon identified any of the entities behind this 8/22/2023 call.

12 224. Barton identified them by recognizing the on-hold music and then asking RIL if a Devon
13 worked there as a phone agent and they confirmed that a Devon did.

14 225. On November 21, 2023, the Defendants placed another robocall to Barton's (972) number
15 from (972) 660-3090.

16 226. RMG was placing calls on RIL's behalf on 11/21/2023.

17 227. RIL knew RMG was placing calls on RIL's behalf on 11/21/2023.

18 228. They called Barton 82 days after RIL was served the summons and complaint in this
19 lawsuit.

20 229. And the call itself was spoofed.

21 230. When calling the number back the telephone system said that phone number was not in
22 service.

23 231. The calling script was a small variation on Script C:

1 232. "Hi, my name is Cindy Jones and I'm from Helping Hand Association. How are
2 you doing today I am with American Benefits and based on our records, it shows
3 that you may qualify for state regulated final expense insurance. And it's going to
4 cover 100% of your funeral, burial and cremation expense. Are you between the
5 ages of 50 and 80 years old? Now to generate the best pricing for your age, how
6 old are you as of today? Hold on just a moment for me, okay?"
7

8 233. Like the other artificial or prerecorded voice calls Barton could tell this was the same. Like
9 the other artificial or prerecorded voice calls the tone was flat and didn't reflect Barton's
10 answers, tone, or voice inflections.

11 234. The call was impersonal and once the roboscreening portion of the call was complete the
12 robocaller brought a live person onto the line.

13 235. There was an unusually long delay between Barton's voice and "Cindys" response.

14 236. Barton could tell Cindy was an artificial or prerecorded voice from the flat tone and his own
15 experiences receiving robocalls.

16 237. The live person said he was from "final expense". He went on to ask final expense
17 screening questions like how much burial insurance Barton was interested in and Barton's
18 zip code.

19 238. Then another man got on the line and he said he name was Justin Baca [phonetic spelling of
20 the name].

21 239. On November 21, 2023, Justin Baca was an employee of RIL

22 240. On November 21, 2023, Justin Baca was an agent of RIL

23 241. On November 21, 2023, Justin Baca sold insurance for RIL

24 242. On November 21, 2023, RIL knew that Justin Baca had a contractual relationship with
25 telemarketers accept warm transfers.

26 243. On November 21, 2023, RIL knew that Justin Baca was accepting warm transfers from
27 telemarketers as an RIL agent.

1 244. On 11/21/2023 RIL agents were accepting warm transfers from several sources.

2 245. On 11/21/2023 RIL agents were accepting warm transfers from RMG.

3 246. On 11/21/2023 Baca accepted a warm transfer from RMG.

4 247. On 11/21/2023 Barton was a warm transfer from RMG.

5 248. On 11/21/2023 Barton was a warm transfer to RIL.

6 249. Baca transferred the call to Jenee Oliver.

7 250. Shortly after joining the call Oliver said she worked for "Real Innovation".

8 251. Then she went into screening questions for life/burial insurance such as medical conditions,
9 job hazards, height and weight.

10 252. On November 21, 2023, Jenee Oliver was an employee of RIL

11 253. On November 21, 2023, Jenee Oliver was an agent of RIL

12 254. On November 21, 2023, Jenee Oliver sold insurance for RIL

13 255. On November 21, 2023, RIL knew that Jenee Oliver had a contractual relationship with
14 telemarketers other than RMG to accept warm transfers.

15 256. On November 21, 2023, RIL knew that Jenee Oliver had a contractual relationship with
16 RMG to accept warm transfers.

17 257. On November 21, 2023, RIL knew that Jenee Oliver was accepting warm transfers from
18 RMG as an RIL agent.

19 258. On November 21, 2023, RIL knew that Jenee Oliver was accepting warm transfers from
20 telemarketers other than RMG as an RIL agent.

21 259. Oliver said her direct line was (800) 959-3848.

22 260. Oliver is at extension 1061.

23 261. On November 21, 2023, RIL was the subscriber of (800) 959-3848.

1 262. On November 21, 2023, RIL was the customary user of (800) 959-3848.

2 263. Oliver said RIL's website is <https://www.ril.com>.

3 264. RIL uses website <https://www.ril.com>.

4 265. RIL uses website <https://www.ril.com>.

5 266. Many of the RIL agents and leadership used to work for Assurance Inc.

6 267. Barton asked Oliver if she knew who called Barton and transferred him to RIL on
7 November 21, 2023.

8 268. She said she would have to research that.

9 269. She said RIL works with several different lead agencies.

10 270. She claimed their leads were people who filled out a form online.

11 271. Barton didn't fill out a form online that gave RIL consent to call him.

12 272. Oliver blamed the lead agency for the robocall Barton received November 21, 2023.

13 273. Oliver admitted lead agencies transfer calls to RIL.

14 274. Barton has received other "Cindy Jones" robocalls using this same general calling script
15 and voiced by an identical sounding woman.

16 275. Barton received one of those other "Cindy Jones" calls on 10/6/2022 from phone number
17 (307) 343-1719.

18 276. Barton received one of those other "Cindy Jones" calls on 1/4/2023 from phone number
19 (605) 307-5921.

20 277. At the time that phone number was real.

21 278. A call back minutes later to that number was answered by a woman's voice saying:

22 279. "Press one to continue in English. [something in Spanish]. Do you have a red
23 white and blue medicare card? Medicare Advantage plans are always changing.
24 You may be eligible for more benefits with a zero dollar monthly premium.
25 More dental benefits. More vision benefits. More hearing benefits. More

1 transportation benefits. Lower prescription drug costs. Healthy food benefit
2 card. Press one now to be connected to a licensed insurance agent. To see if you
3 are eligible for more benefits.”
4

5 280. Barton has received other calls where a call back spoke that message in the same woman’s
6 voice.

7 281. RIL has not fired the telemarketers who have been calling Barton.

8 282. They simply have blocked transfers from those telemarketers to RIL.

9 283. RIL does not note the incoming transfers from Barton’s known telephone numbers and fire
10 the telemarketers.

11 284. RIL simply relies on the fact that the telemarketers do not identify themselves, and RIL
12 hangs up the call if Barton’s number is transferred, without identifying themselves, to
13 protect themselves from legal action.

14 285. Barton’s number has been transferred to RIL since the start of this legal action more than
15 once.

16 **RMG Is Liable for All the Calls**

17 286. RIL through their attorney Jensen Mauseh attributed the August 2023 calls Barton received
18 to RMG.

19 287. The calling scripts and phone agents show that one entity is behind all the calls in the
20 lawsuit.

21 288. They mix and match monikers like “American Benefits” and “Senior Benefits” and “Senior
22 American Benefits”.

23 289. That entity behind the calls is RMG.

24 290. And the foreign call center RMG farms the actual calls to.

1 291. On or before May 20, 2023, RMG owner and manager Deryck Richardson (“Richardson”)
2 went on the video podcast of Eric Troutman.

3 292. That podcast was published on YouTube on May 20,2023.

4 293. The video was published to <https://www.youtube.com/watch?v=QSc-yj8Ovg>

5 294. Richardson was there in part to discuss his involvement in another TCPA lawsuit.

6 295. Richardson spoke at length about how his telemarketing business RMG works.

7 296. Richardson said that people who get illegal calls and sue the people who are responsible for
8 the calls are bullies. [Link to video here.](#)⁷

9 297. [He said](#)⁸ “In 2019 I just got tired of it man and I said you know what, no, I am not going to
10 let these guys just continue to to bully me into give me a thousand dollars just because we
11 made a phone call ah or just because the phone call led back to us we sold the call to
12 insurance agents”.

13 298. Richardson admitted during the podcast that he had reason to believe he was making calls to
14 consumers who did not consent to them.

15 299. The name and phone number of a consumer who might be interested in a specific good or
16 service is known as a “Lead”.

17 300. An aged Lead is a Lead that was reported to have expressed interest 30 or more days ago.

18 301. New Leads have much greater value than aged leads because it is assumed a number of
19 telemarketers have already attempted to sell the Lead what it was believed they were
20 interested in buying.

21 302. Richardson [explained](#)⁹ how RMG makes money telemarketing.

⁷ <https://youtu.be/QSc-yj8Ovg?t=1774>

⁸ <https://youtu.be/QSc-yj8Ovg?t=1813>

⁹ <https://youtu.be/QSc-yj8Ovg?t=2027>

1 303. “The particular lead that we were selling that got us in trouble ah was a live
2 transfer so obviously you guys probably know the difference in an inbound call
3 and a live transfer we are buying data old data from publishers that has you know
4 obviously opt in legal opt ins Jornaya or Trusted Form. We’re sending that data
5 to an overseas call center the call center is re-warming up that data hey ‘it looks
6 like 90 days ago you were looking for insurance did you ever get that taken care
7 of’ if they say no awesome we’d love to transfer you over to an agent that can
8 give you a quote right now and then we would live transfer that call over to our
9 client who are the agents who are buying the leads from us”.

10
11 304. RMG buys aged Leads at a significant discount to new Leads.

12 305. RMG then pays an overseas call center to call the aged Leads.

13 306. Richardson said in the video that it was his call center.

14 307. Richardson and RMG send his call center the phone numbers to be called.

15 308. Richardson and RMG send his call center the phone scripts to use in the calls.

16 309. Richardson and RMG send his call center instructions to not identify themselves, RMG, or
17 RIL during the calls.

18 310. Richardson and RMG instructed his call center to ignore *do-not-call* requests.

19 311. Richardson and RMG’s call center would have no reason not to stop calling Barton as he
20 requested many times unless Richardson and RMG instructed the call center to not take
21 anyone out of their calling list.

22 312. Any consumer that expresses interest is then warm or live transferred to the paying agent.

23 313. Richardson said RMG’s call center exclusively makes calls for one agent.

24 314. RMG’s call center knows which agent would receive the warm transfer before they dial a
25 particular phone number.

1 315. Richardson Company¹⁰ that he approaches individual insurance sales agents to marketing
2 his services.

3 316. “That’s our motto we don’t go to sort of the head of the fish we go to retail
4 agents so Mike Smith State Farm right Donna Johnson Allstate we are going to
5 the Allstate agency owner saying hey what are you doing for marketing we have
6 a better ah program we have a cheaper program lets increase your ROI let’s
7 lower your cost of acquisition that’s our motto that’s what we do”.

8
9 317. According to RIL webpage <https://realtimeatfrontline.com/tcpa-and-internal-policy> RIL
10 says:

11 318. “This company does not engage in telemarketing. Any employee considering
12 telemarketing must first consult with the executive responsible for legal affairs
13 on appropriate procedures adhering to the TCPA and applicable state laws.”

14 319. RIL is aware of the telemarketing efforts of their employees.

15 320. RIL is aware of what telemarketers are working for their agents.

16 321. From RIL and RMG’s public disclosures, RMG sold their services to individual
17 RIL agents but RIL was aware of what agents were hiring telemarketers to
18 advertise RIL services.

19 322. RIL was aware of or should have been aware of who their agents were hiring to place the
20 calls.

21 323. In fact, on that same RIL webpage, RIL publishes the following telemarketing rules:

22 324. Only make calls between 8 a.m. and 9 p.m. (local time of the person being called)

23 325. Identify the caller name, company name and caller location

24 326. Maintain/comply with company “do not call” list derived from federal “do not call”
25 registry.

¹⁰ https://youtu.be/_QSa_v8Ovg?t=1990

1 327. Honor a consumer's request to add consumer's name on the "do not call" list

2 328. Transmit caller ID information.

3 329. Not abandon outbound calls

4 330. So RIL knew many common telemarketing laws yet they chose to do business with a
5 telemarketer with a very public reputation for willfully and knowingly violating the law.

6 331. Richardson said that had RMG been held liable in that lawsuit, he had already started a new
7 LLC and in three minutes he would be doing the same telemarketing but as a different
8 company.

9 332. RMG is liable for all the calls because they told their call center to call Barton.

10 333. RMG gave their call center the authority to place the calls to Barton.

11 334. RMG's call center believed they had the authority to place the calls to Barton.

12 **Richardson and Reiersen are Liable for the Calls**

13 335. Reiersen worked at Assurance IQ prior to his role at RIL.

14 336. Reiersen worked at Efinancial prior to his role at RIL.

15 337. Assurance IQ and Efinancial have been sued many times for TCPA violations.

16 338. Reiersen was aware of consent requirements for telemarketing calls prior to his corporate
17 office role at RIL.

18 339. RIL knew RMG was initiating or causing a call center to initiate calls on RIL's behalf.

19 340. RIL knew RMG was doing this on or before 8/8/2023.

20 341. RIL hired RMG to warm transfer callers to RIL during the year 2021.

21 342. RIL hired RMG to warm transfer callers to RIL during the year 2022.

22 343. RIL hired RMG to warm transfer callers to RIL during the year 2023.

1 344. RIL knew that consumers were being warm transferred to RIL's licensed insurance agents
2 during the year 2021 as a result of RMG's calls.

3 345. RIL knew that consumers were being warm transferred to RIL's licensed insurance agents
4 during the year 2022 as a result of RMG's calls.

5 346. RIL knew that consumers were being warm transferred to RIL's licensed insurance agents
6 during the year 2023 as a result of RMG's calls.

7 347. RIL knew that companies other than RMG were providing RIL services similar to RMG's.

8 348. RIL heard complaints from people who said that they were receiving unwanted
9 telemarketing calls on RIL's behalf.

10 349. RIL did not take meaningful actions to investigate these complaints.

11 350. RIL did not take meaningful action to stop doing business with the entities responsible for
12 the complaints.

13 351. RIL is run by Reierson.

14 352. Reierson knew RMG was placing calls on RIL's behalf on or before 8/8/2023.

15 353. Reierson knew other companies were placing advertizing calls on RIL's behalf on or before
16 8/8/2023.

17 354. Reierson knew RMG had been sued before for calling without consent.

18 355. Reierson chose to allow RMG to place calls on RIL's behalf even knowing RMG had a
19 history of being sued for telemarketing calls.

20 356. Reierson knew or should have known RMG was featured in the podcast at

21 <https://www.youtube.com/watch?v=QScd-yjSOvg>

22 357. If found liable for placing illegal calls, Richardson's publicly announced plan is to close the
23 old business and start a new one doing the same thing.

1 358. Reierson knew or should have known that if found liable for placing illegal calls,
2 Richardson's publicly announced plan was to close the old business and start a new one
3 doing the same thing.

4 359. If found liable for placing illegal calls, Richardson's publicly announced plan is to close the
5 old business and start a new one doing the same thing under his brother's name.

6 360. Reierson knew or should have known that if found liable for placing illegal calls,
7 Richardson's publicly announced plan was to close the old business and start a new one
8 doing the same thing under his brother's name.

9 361. Reierson knew or should have known that RMG's business model is buying old leads and
10 calling those people after they have already been called many times.

11 362. RMG's aged leads have been sold so many times that if a consumer "opts out" that
12 information may not come to RMG.

13 363. Richardson is aware that RMG's aged leads have been sold so many times that if a
14 consumer "opts out" that information may not come to RMG.

15 364. Reierson is aware that RMG's aged leads have been sold so many times that if a consumer
16 "opts out" that information may not come to RMG.

17 365. Reierson is aware that RMG's aged leads have been sold so many times that if a consumer
18 "opts out" that information may not come to RIL.

19 366. Richardson admitted in this podcast that he knew his business model results in calls to
20 people who made *do-not-call* requests but RMG is unaware of them.

21 367. Reierson knew or should have known that RMG's business model is buying old leads and
22 calling those people after they have already been called many times.

1 368. Richardson knows that fraudulent “opt ins” are commonly sold in the lead generation
2 business.

3 369. Reierson knows that fraudulent “opt ins” are commonly sold in the lead generation
4 business.

5 370. Richardson knows that “opt ins” with Jornaya verification can be fraudulent.

6 371. Reierson knows that “opt ins” with Jornaya verification can be fraudulent.

7 372. Richardson knows that “opt ins” with Trusted Form verification can be fraudulent.

8 373. Reierson knows that “opt ins” with Trusted Form verification can be fraudulent.

9 374. Reierson chose to do business with RMG because RMG’s prices for warm transfers was
10 significantly less than RMG’s competition.

11 375. Reierson knew or should have known that RMG’s low prices were based on aged leads.

12 376. Reierson knew or should have known that warm transfers from RMG were considered low
13 quality by RIL’s licensed insurance agents.

14 377. Reierson knew or should have known that warm transfers from RMG were considered so
15 low quality by RIL’s licensed insurance agents that RIL’s licensed insurance agents often
16 hung up on the warm transfers.

17 378. Reierson knew or should have known that warm transfers from RMG were considered low
18 quality by RIL’s licensed insurance agents because the warm transfers often didn’t want
19 insurance.

20 379. Reierson knew or should have known that warm transfers from RMG were considered low
21 quality by RIL’s licensed insurance agents because the warm transfers often didn’t know
22 who RIL was.

1 380. Reierson knew or should have known that warm transfers from RMG were considered low
2 quality by RIL's licensed insurance agents because the warm transfers often didn't know
3 what RIL sold.

4 381. Reierson knew or should have known that RMG's aged leads had a higher risk of
5 telemarketing violations.

6 382. Reierson knew or should have known that RMG's telemarketers were not identifying RIL
7 during the calls to consumers.

8 383. Reierson knew or should have known that RMG was placing illegal calls to market RIL's
9 services.

10 384. Reierson knew or should have known that RMG was placing illegal calls to market RIL's
11 services because RIL was getting demand letters for illegal calls.

12 385. Reierson knew or should have known that companies RIL hired to place telemarketing calls
13 were placing illegal calls to market RIL's services because RIL was getting demand letters
14 for illegal calls.

15 386. Reierson knows about these illegal calls because he gives the demand letters to the
16 telemarketing company that placed the call and forces that company to pay a settlement
17 amount.

18 387. Reierson made the decision to keep working with RMG and the companies like RMG
19 because without the warm transfers RIL would not be a viable business model.

20 388. Richardson knows that many of his "opt ins" are fraudulent because he frequently gets
21 demand letters for illegal calls.

22 389. Prior to this lawsuit RIL has forced RMG to pay settlements in response to demand letters.

1 390. Reierson frequently talks to his staff and agents about how to avoid catching lawsuits from
2 the illegal warm transfers.

3 391. Richardson frequently talks to his staff and agents about how to avoid catching lawsuits
4 from the illegal warm transfers.

5 392. As the people in charge of their respective organizations, and who make the business
6 decisions to buy aged leads highly likely to include fraudulent opt ins and the names and
7 phone numbers of people who have asked for the phone calls to stop, Reierson and
8 Richardson are jointly and severally liable for all the calls.

9 393. Reierson and Richardson knew or should have known Barton didn't want these calls.

10 394. Reierson knew or should have known from Barton's email and his telling his phone agent
11 McNeal that he was illegally called.

12 395. Richardson knew or should have known because it was his call center that Barton told again
13 and again and again that he didn't want the calls.

14 396. Barton told Richardson's call center dozens of times that his zip code was 98607.

15 397. Barton told Richardson's call center dozens of times that that he didn't want the calls.

16 398. Richardson told his call center to keep calling.

17 **These calls are Annoying**

18 399. The phone ringing and listening to pre-recorded or artificial voice calls where it takes time
19 and annoyance to talk to a live person is obnoxious, an invasion of privacy, a trespass into
20 Plaintiff's property and seclusion, and a waste of time.

21 400. Answering the phone takes time that could be spent doing other things, and these calls do
22 have a real, if small, cost in electricity and life of the phone.

23 401. Trying to figure out who is behind the calls is obnoxious and costs Barton time.

1 402. These phone calls were initiated to encourage Plaintiff to purchase goods or service.

2 **V. RELIEF**

3 **Federal Claims - TCPA 47 U.S.C. 227 & 47 C.F.R § 64.1200**

4 **Count 1**

5 403. Defendants violated 47 U.S.C. 227(b) by calling Plaintiff's cellular telephone while using
6 an artificial or prerecorded voice. No exception under 47 C.F.R § 64.1200, or 47 U.S.C.
7 227 applies to their calls.

8 **Count 2**

9 404. Defendants violated the regulations governing the TCPA, 47 C.F.R § 64.1200, and TCPA
10 47 U.S.C. 227(c) by making telephone solicitations to Plaintiff's cellular telephone numbers
11 while the numbers were registered on the FTC's National do-not-call registry. No
12 exception under 47 C.F.R § 64.1200, or 47 U.S.C. 227 applies to their calls.

13 **Count 3**

14 405. Defendants violated 47 C.F.R § 64.1200(a)(7) by abandoning more than 3 percent of their
15 artificial or prerecorded voice telemarketing calls to Barton.

16 406. In the majority of calls initiated to Plaintiff by the Telemarketer, or on the Telemarketer's
17 behalf, where Plaintiff answered a ringing telephone and timed how long it took for the
18 entity behind the call to start 'speaking', the calls did not meet the two second requirement.

19 407. In the abandoned calls, Defendants violated 47 C.F.R § 64.1200(a)(7)(i)(A) and (B).

20 **Count 4**

21 408. Defendants violated 47 C.F.R § 64.1200(c)(1) by telephone soliciting after 9pm but before
22 8am. No exception under 47 C.F.R § 64.1200, or 47 U.S.C. 227 applies to their calls.

23 **Count 5**

1 409. Defendants violated 47 C.F.R. § 64.1200(b) “All artificial or prerecorded voice telephone
2 messages shall” (1) by failing to comply with:

3 “At the beginning of the message, state clearly the identity of the business,
4 individual, or other entity that is responsible for initiating the call. If a
5 business is responsible for initiating the call, the name under which the
6 entity is registered to conduct business with the State Corporation
7 Commission (or comparable regulatory authority) must be stated;”

8 410. Defendants violated 47 C.F.R. § 64.1200(b) “All artificial or prerecorded voice telephone
9 messages shall” (2) by failing to comply with:

10 “During or after the message, state clearly the telephone number (other than
11 that of the autodialer or prerecorded message player that placed the call) of
12 such business, other entity, or individual. The telephone number provided
13 may not be a 900 number or any other number for which charges exceed
14 local or long distance transmission charges. For telemarketing messages to
15 residential telephone subscribers, such telephone number must permit any
16 individual to make a do-not-call request during regular business hours for
17 the duration of the telemarketing campaign; and”

18 411. Defendants violated 47 C.F.R. § 64.1200(b) “All artificial or prerecorded voice telephone
19 messages shall” (3) by failing to comply with:

20 “In every case where the artificial or prerecorded voice telephone message
21 includes or introduces an advertisement or constitutes telemarketing and is
22 delivered to a residential telephone line or any of the lines or telephone
23 numbers described in paragraphs (a)(1)(i) through (iii), provide an
24 automated, interactive voice- and/or key press-activated opt-out mechanism
25 for the called person to make a do-not-call request, including brief
26 explanatory instructions on how to use such mechanism, within two (2)
27 seconds of providing the identification information required in paragraph
28 (b)(1) of this section.”

29 412. The Telemarketer did not provide the identification information required in paragraph
30 (b)(1) and thus did not provide an opt out mechanism within two seconds of it.

31 **Count 6**

1 413. Defendants violated 47 C.F.R. § 64.1200(d)(4) “All artificial or prerecorded voice
2 telephone messages shall” (3) by failing to comply with:

3 “Identification of sellers and telemarketers. A person or entity making a call
4 for telemarketing purposes must provide the called party with the name of
5 the individual caller, the name of the person or entity on whose behalf the
6 call is being made, and a telephone number or address at which the person
7 or entity may be contacted.”

8 414. With one exception defendants did not “provide the called party with the name of the
9 individual caller, the name of the person or entity on whose behalf the call is being made,
10 and a telephone number or address at which the person or entity may be contacted” on any
11 call.

12 **Washington State Claims**

13 **Count 7**

14 **RCW 80.36.390 – Prior to July 23, 2023**

15 415. Washington State RCW 80.36.390(2) said

16 416. A person making a telephone solicitation must identify him or herself and the company or
17 organization on whose behalf the solicitation is being made and the purpose of the call
18 within the first thirty seconds of the telephone call.

19
20 417. In many calls the defendants failed to identify the company on whose behalf the
21 solicitations were being made within the first 30 seconds of the phone calls.

22 **Count 8**

23 418. Washington State RCW 80.36.390(6) said

24 419. If, at any time during the telephone contact, the called party states or indicates that he or she
25 does not want to be called again by the telephone solicitor or wants to have his or her name,
26 individual telephone number, or other contact information removed from the telephone lists
27 used by the telephone solicitor:

1 (c) The telephone solicitor shall not make any additional telephone solicitation of the
2 called party at any telephone number associated with that party within a period of
3 at least one year;

4 420. The Defendants repeatedly continued to call Plaintiff even after being told on a phone call
5 that Plaintiff did not want to be called again or wanted his number removed from their
6 calling list.

7 **RCW 80.36.390 – On or after July 23, 2023**

8 **Count 8**

9 421. Washington State RCW 80.36.390(3) now says

10 422. A person making a telephone solicitation must identify him or herself and the company or
11 organization on whose behalf the solicitation is being made and the purpose of the call
12 within the first seconds of the telephone call.

13
14 423. Defendants failed to identify themselves and the purpose of the call as required legally
15 during the first 30 seconds of the phone calls.

16 **Count 9**

17 424. Washington State RCW 80.36.390(6) now says

18 425. If, at any time during the telephone contact, the called party states or indicates they want to
19 end the call, the telephone solicitor must end the call within 10 seconds.

20
21 426. Barton repeatedly asked for no more calls and to be removed from their calling list / be
22 placed on their *do not call* list, and the Defendants ignored those requests and continued
23 calling Barton.

24 **Count 10**

25 427. Washington State RCW 80.36.390(7) now says

26 428. If, at any time during the telephone contact, the called party states or indicates that he or she
27 does not want to be called again by the telephone solicitor or wants to have his or her name,
28 individual telephone number, or other contact information removed from the telephone lists
29 used by the telephone solicitor:

1 (a) The telephone solicitor shall inform the called party that his or her contact
2 information will be removed from the telephone solicitor's telephone lists for at
3 least one year;

4 (b) The telephone solicitor shall end the call within 10 seconds;

5 (c) The telephone solicitor shall not make any additional telephone solicitation of the
6 called party at any telephone number that the called party has requested be
7 removed from the solicitor's telephone lists for a period of at least one year;

8 429. In many calls, after information the Telemarketer that he did not want to be called again or
9 wanted his phone number removed from their calling list, the Telemarketer did not end the
10 call within 10 seconds, inform Barton that his contact information would be removed for at
11 least one year, and often the Telemarketer did again call Barton at the same phone number
12 within one year.

13 **Count 11**

14 430. Washington State RCW 80.36.390(8) now says

15 431. A telephone solicitor shall not place calls to any person which will be received before 8:00
16 a.m. or after 8:00 p.m. at the call recipient's local time.

17
18 432. The telemarketer placed phone calls to Barton before 8am but after 8pm.

19 **Count 12**

20 433. Washington State RCW 80.36.390(9) now says

21 434. No person may initiate, or cause to be initiated, a telephone solicitation to a telephone
22 number registered on the do not call registry maintained by the federal government
23 pursuant to telephone consumer protection act, 47 U.S.C. Sec. 227 and related regulations,
24 as currently enacted or subsequently amended. This subsection applies to all telephone
25 solicitation intended to be received by telephone customers within the state.

26 435. The Defendants initiated many calls to Barton's cell phone numbers while they were
27 registered on the do not call registry maintained by the federal government pursuant to
28 telephone consumer protection act, 47 U.S.C. Sec. 227 and related regulations.

29 436. They did so knowing that Barton resided in the 98607 zip code.

Count 13

437. Washington State RCW 80.36.390(10) now says

438. It is unlawful for a person to initiate, or cause to be initiated, a telephone solicitation that violates 47 U.S.C. Sec. 227(e)(1), as currently written or as subsequently amended or interpreted by the federal government. This subsection applies to all telephone solicitation intended to be received by telephone customers within the state.

439. The Defendants knowingly initiated many calls to Barton’s cell phone numbers while transmitting misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value from Barton.

440. They did so knowing that Barton resided in the 98607 zip code.

RCW 80.36.400

Count 14

441. Washington State RCW 80.36.400(2) states:

“No person may use an automatic dialing and announcing device for purposes of commercial solicitation. This section applies to all commercial solicitation intended to be received by telephone customers within the state.”

442. The Defendants used an automatic dialing device to initiate all the robocalls described above to Barton’s phone numbers.

443. The Defendants used an automatic dialing and announcing device to initiate all the robocalls described above to Barton’s phone numbers and then play artificial or prerecorded voice if and when the call was answered

444. Defendants violated Washington State RCW 80.36.400(2) many times by calling Plaintiff’s cellular telephone number without consent, while using an automatic dialing and announcing device for commercial solicitation.

1 445. RCW 80.36.400 defines “Commercial solicitation means the unsolicited initiation of a
2 telephone conversation for the purpose of encouraging a person to purchase property,
3 goods, or services.”

4 **Treble Damages**

5 446. Plaintiff believes the record shows that Defendants’ violations of the law were willful or
6 knowing.

7 447. RMG and RIL know telemarketing law yet did not follow it.

8 448. The Defendants failed to identify themselves within 30 seconds, abandoned almost every
9 call, robocalled without consent, ignored Barton’s do not call requests, spoofed calling
10 numbers, and repeatedly told Barton to his face they knew he was on the *do-not-call* list.

11 449. Even knowing he was on the *do-not-call* list, the Defendants called him again and again.

12 450. RMG has been sued before yet he and his call center still didn’t follow the law years later.

13 451. Therefore, Plaintiff asks for treble damages under TCPA 47 U.S.C. 227(c) and TCPA 47
14 U.S.C. 227(b), and the presumption that violations of RCW 80.36.400 are awarded triple
15 damages under the Washington State Unfair Business Practices Act RCW 19.86.

16 **Injunctive Relief**

17 452. TCPA 47 U.S.C. 227(b) and (c) allows an action based on a violation of the regulations
18 prescribed under this subsection to enjoin such violation.

19 453. Plaintiff is not unique – he simply had the misfortune to be targeted by Defendants’ mass
20 calling machine. It is reasonable to believe that Defendants have done this many times in
21 the past and will continue harming the residents of this State and other States in the future.

1 454. Plaintiff asks this Court to enjoin the Defendants from calling phone numbers using pre-
2 recorded or artificial voices without consent. He also asks the Court to enjoin the
3 Defendants from calling numbers on the FTC *do-not-call* registry without consent.

4 **All Possible Statutory Damages**

5 455. Plaintiff prays for all possible statutory damages and costs that he might be entitled to.
6 Examples might be, but are not limited to, court costs, attorney fees (should he retain an
7 attorney to represent him in this lawsuit), pre-judgment interest, and post-judgment
8 interest.

9
10
11 Signed at Camas, WA on 12/27/2023.

12 

13 _____
14 (Nathen Barton)

15
16 Nathen Barton
17 BlueWind33 @ ProtonMail.com
18 (469) 347-2139

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK**

NATHEN BARTON,

Plaintiff

v.

Real Innovation Inc, and John Doe 1-10

Defendants.

Case No.:

SUMMONS (60 DAYS)

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by Nathen Barton, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what she or he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days

1 after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on
2 you of this summons and complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
4 that your written response, if any, may be served on time.

5 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State of
6 Washington.

7
8
9 8/26/2023

10 (dated)

11
12 

13 (signed)

14 Nathen Barton
15 (469) 347-2139
16 4618 NW 11th Cir
17 Camas WA 98607

18
19
20
21 **CLARK COUNTY SUPERIOR COURT**

22 <https://clark.wa.gov/superior-court>

23 (360) 397-2292

24 1200 Franklin Street

25 Vancouver WA 98660