

two causes of action against Defendants—violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1, et seq. (Count I), and unjust enrichment (Count II). Forby contends that Defendants:

[Engage in] deceptive, unfair, and misleading marketing and advertising tactics by falsely offering “free” credit reports as a ruse to enroll consumers in an ongoing, negative-option credit monitoring program that they did not want, they did not consent to, they did not agree to pay for, and Defendant [sic] made next to impossible to cancel.

(Compl. ¶ 1.)

3. Forby served Defendants with the Complaint by e-mail on June 22, 2015, which service was voluntarily accepted by their attorneys. The state court summons, issued on June 22, 2015, is attached hereto as Exhibit E.

B. GROUNDS FOR REMOVAL

4. This case is removable pursuant to 28 U.S.C. § 1332(d) and 28 U.S.C. § 1441(a) and (b).

5. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2)(A), as amended by the Class Action Fairness Act of 2005 (“CAFA”), because this civil action is a putative class action in which: (a) at least one member of the putative class of plaintiffs is a citizen of a state different from one or more of the Defendants; and (b) the matter in controversy exceeds the sum or value of five million dollars, exclusive of interest and costs, when the claims of individual class members are aggregated. *See* 28 U.S.C. § 1332(d)(2)(A).

The Parties Are Minimally Diverse

6. As the Action properly alleges, Defendant One Technologies, LP, is a Delaware limited partnership (Compl. ¶ 4), Defendant One Technologies Management, LLC is a Texas limited liability company (Compl. ¶ 5), and Defendant One Technologies Capital, LLP is a

Texas limited liability partnership (Compl. ¶ 6). All three defendants share a principal place of business in Dallas, Texas. (Compl. ¶¶ 4-6.) For purposes of diversity of citizenship under 28 U.S.C. § 1332, Defendants are citizens of Texas and Delaware. *See* 28 U.S.C. § 1332(d)(10).

7. Forby is a citizen of the State of Illinois (Compl. ¶ 3) and seeks to represent a class that includes citizens from the State of Illinois (Compl. ¶ 36).

8. Accordingly, at least one member of the proposed class is a citizen of a State different from any defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

The Amount in Controversy Exceeds Five Million Dollars

9. In her prayer for relief, Forby seeks restitution and disgorgement of “such economic enrichment,” which refers to “fees for unwanted and unauthorized credit monitoring services.” (Compl. ¶¶ 56, 59.) Forby also alleges that “were Defendant [sic] not to clandestinely sign up consumers for unauthorized credit monitoring services, Defendants would have no sales and make no money.” (Compl. ¶ 57.)

10. While Defendants intend to show that Forby’s claims are baseless and that no class should be certified in this matter, total membership fees paid to Defendants for their credit-related services by customers providing an Illinois address were approximately \$7 million in 2012. Accordingly, the amount in controversy for the putative class—which encompasses “[a]ll persons in Illinois whom Defendants enrolled in their credit monitoring program *from 2008 to the date of the filing of th[e] Complaint*—exceeds \$5 million.

CAFA Jurisdiction Is Otherwise Proper

11. Additionally, the requirement that the proposed class be comprised of 100 or more members is satisfied because, *inter alia*, Forby has alleged that “the Class consists of hundreds or thousands of purchasers” of Defendants’ online services (Compl. ¶ 38) and that

“[t]housands and thousands of consumers have been misled” by Defendants’ conduct (Compl. ¶ 53).

12. The jurisdictional carve-out contained in CAFA is likewise inapplicable to this case. That carve-out directs a district court to decline jurisdiction when “greater than two-thirds of the members of all proposed plaintiff classes ... are citizens of the State in which the action was originally filed” *and* “at least one defendant ... is a citizen of the State in which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(A)(i). No defendant is a citizen of Illinois. (Compl. ¶¶ 4-6.) Accordingly, the Court should retain jurisdiction over this matter.

C. PROCEDURAL REQUIREMENTS SATISFIED

13. As required by 28 U.S.C. § 1446(a), copies of the Complaint and all other papers filed in the state court are attached hereto. *See Exhibits B through E.*

14. Venue is proper in this judicial district under 28 U.S.C. § 1441(a) because the Circuit Court of St. Clair County, Illinois is located in the Southern District of Illinois, East St. Louis Division.

15. Pursuant to 28 U.S.C. § 1446(d), written notice of removal will be promptly provided to Forby, and a copy of this Notice of Removal will be filed with the Clerk of the Circuit Court of St. Clair County, Illinois.

16. This Notice of Removal is filed within 30 days of service of the Complaint on Defendants, as required by 28 U.S.C. § 1446.

D. CONCLUSION

17. For the reasons outlined above, Defendants respectfully ask this Court to remove this suit to the United States District Court for the Southern District of Illinois.

DATED: July 14, 2015

/s/ Troy A. Bozarth

Troy A. Bozarth - #06236748
tbozarth@heplerbroom.com
HEPLERBROOM LLC
130 North Main Street
Edwardsville, IL 62025
618-656-0184 telephone
618-656-1364 facsimile

Attorneys for Defendants

Of Counsel:

Roger A. Colaizzi (*pro hac vice* to be filed)
racolaizzi@venable.com
Matthew R. Farley (*pro hac vice* to be filed)
mrfarley@venable.com
VENABLE LLP
575 7th Street, NW
Washington, DC 20004
T: (202) 344-4000
F: (202) 344-8300

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 14, 2015, a true and correct copy of the foregoing document was served by U.S. postal mail this date on:

David C. Nelson
NELSON & NELSON
ATTORNEYS AT LAW, P.C.
420 North High Street
Post Office Box Y
Belleville, Illinois 62222
(p) 618.277.4000
(f) 618.277.1136
dnelson@nelsonlawpc.com

Benjamin J. Sweet
CARLSON LYNCH
SWEET & KILPELA, LLP
PNC Park
115 Federal Street, Suite 210
Pittsburgh, Pennsylvania 15212
(p) 412.322.9243
(f) 412.231.0246
bsweet@carlsonlynch.com

/s/ Troy A. Bozarth

EXHIBIT A

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

VICKIE FORBY, individually and on behalf of all others similarly situated in Illinois

(b) County of Residence of First Listed Plaintiff St. Clair County, Illinois (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) David C. Nelson, NELSON & NELSON ATTORNEYS AT LAW P.C. 420 North High Street, PO Box Y, Belleville, IL 62222 T: (618) 277-4000 / F: (618) 277-1136

DEFENDANTS

ONE TECHNOLOGIES, LP, ONE TECHNOLOGIES MANAGEMENT LLC, and ONE TECHNOLOGIES CAPITAL LLP

County of Residence of First Listed Defendant Dallas County, Texas (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known) Troy A. Bozarth, HEPLER BROOM LLC 130 North Main Street, Edwardsville, IL 62025 T: (618) 656-0184 / F: (618) 656-1364

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332

Brief description of cause: Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE July 14, 2015 SIGNATURE OF ATTORNEY OF RECORD /s/ Troy A. Bozarth

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

EXHIBIT B

IN THE CIRCUIT COURT OF ST. CLAIR COUNTY
STATE OF ILLINOIS

VICKIE FORBY,)
individually and on)
behalf of all others similarly situated in)
Illinois,)

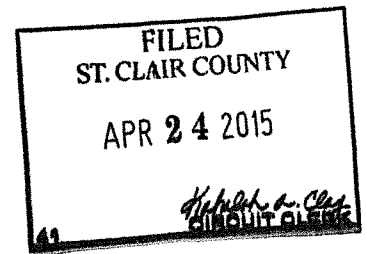
Plaintiff)

v.)

ONE TECHNOLOGIES, LP,)
ONE TECHNOLOGIES)
MANAGEMENT LLC,)
and)
ONE TECHNOLOGIES)
CAPITAL LLP,)

Defendants.)

No. 15L2410



COMPLAINT

Plaintiff, Vickie Forby, individually and on behalf of all others similarly situated in Illinois, alleges the following facts and claims upon personal knowledge, investigation of counsel, and information and belief.

NATURE OF THE CASE

1. This case arises out of Defendants’ deceptive, unfair, and misleading marketing and advertising tactics by falsely offering “free” credit reports as a ruse to enroll consumers in an ongoing, negative-option credit monitoring program that they did not want, they did not consent to, they did not agree to pay for, and Defendant made next to impossible to cancel.

2. Plaintiff brings this case to recover damages for Defendants' false, deceptive, unfair, and misleading marketing and advertising in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA") and Illinois common law.

PARTIES

3. Plaintiff, Vickie Forby, is a resident of St. Clair County, Illinois. On or about July 7, 2014, Plaintiff was directed to Defendants' Scoresense.com website, where she was offered a "free" credit report. Plaintiff entered her credit card information, authorizing Defendants to charge her \$1.00 to verify her identity and/or to obtain her credit report for personal, family, or household purposes. Plaintiff did not knowingly authorize Defendants to charge her credit card any other amounts or to enroll in her credit monitoring services. Seven days later—on July 14, 2014—Defendants, without authorization, charged Plaintiff's credit card \$29.95. On August 12 and September 12, 2014, Defendants again charged Plaintiff's credit card \$29.95. Upon realizing that Defendants were charging her credit card without authorization, Plaintiff contacted Defendants at least once by telephone after September 12, 2014 and demanded that Defendants stop making unauthorized charges on her credit card. But Defendants still did not stop. On October 14, November 12, and December 15, 2014, Defendants charged Plaintiff's credit card repeatedly again despite her demand that they stop doing so. Plaintiff's experience is typical of the experiences of the proposed class members.

4. Defendant One Technologies, LP is a Delaware limited partnership with its principal place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One

Technologies, LP has done business as ScoreSense, One Technologies, Inc., and MyCreditHealth. One Technologies, LP transacts or has transacted business in this county and throughout the United States.

5. Defendant One Technologies Management, LLC is a Texas limited liability company with its principal place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One Technologies Management, LLC is the general partner of Defendant One Technologies, LP. One Technologies Management, LLC transacts or has transacted business in this county and throughout the United States.

6. Defendant One Technologies Capital, LLP is a Texas limited liability partnership with its principal place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One Technologies Capital, LLP is the limited partner of Defendant One Technologies, LP. One Technologies Capital, LLP transacts or has transacted business in this county and throughout the United States.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the minimum jurisdictional limits of the Court.

8. This Court has personal jurisdiction over Defendants because Defendants have had more than minimum contacts with the State of Illinois and have purposefully availed themselves of the privilege of conducting business in this state. In addition, as explained below, Defendants have committed affirmative tortious acts within the State of Illinois

that gives rise to civil liability, including defrauding Illinois consumers as set forth in this Complaint.

SUMMARY

9. From at least 2008 until at least December 2014, Defendants used deceptive marketing tactics to enroll consumers clandestinely in Defendants' credit monitoring program and charge them repeatedly without their knowledge or authorization.

10. On their websites, Defendants offered Plaintiff and consumers "free" online access to their credit scores, but failed to disclose, or failed to disclose adequately, that by accessing their "free" score, Plaintiff and consumers would be enrolled in Defendants' negative-option credit monitoring program and would incur a \$29.95 recurring monthly fee. Although some of Defendants' websites contained statements about the recurring charge, those statements were neither conspicuous nor adequate to inform consumers about the true nature of Defendant's scheme. Accordingly, Plaintiff's and consumers' impression of Defendants' websites, advertisements, and marketing was that Defendants offered consumers "free" credit scores with no further payment obligation.

11. Defendants caused millions of dollars in injury to consumers by enrolling them in Defendants' credit monitoring program without consumers' knowledge or authorization. On information and belief, over 200,000 consumers have complained about Defendants' business practices to their banks, their credit card companies, a law enforcement agency, or the Better Business Bureau.

12. The FTC and two state Attorneys General have also filed a complaint arising out of Defendants' deceptive practices, resulting in injunctive and monetary relief in the amount of \$22,000,000.

THE FTC ACTION

13. On November 12, 2014, the Federal Trade Commission and the Attorneys General for the States of Illinois and Ohio filed a complaint against Defendants in the federal district court for the Northern District of California arising out of the allegations complained of herein.

14. On November 21, 2014, Defendants entered into a Stipulated Order in which they agreed to correct their misleading practices and to pay the sum of \$22,000,000 in compensatory damages.

15. As of December 15, 2014—the day on which Plaintiff's credit card was charged without authorization—Defendants were still not in compliance with the Stipulated Order.

Defendants' Business

16. In 2008, Defendants launched MyCreditHealth, a product that monitors consumers' credit reports for fraudulent activity and provides access to their credit score.

17. In early 2010, Defendants launched ScoreSense, a product substantially similar to MyCreditHealth.

18. For the purposes of this Complaint, "Defendants' credit monitoring program" means MyCreditHealth, ScoreSense, and all similar products offered by Defendants.

Defendants' "Free" Credit Score Offer and Enrollment Scam

19. Defendants marketed their credit monitoring program through at least 50 websites, including FreeScore360.com, FreeScoreOnline.com, and ScoreSense.com.

20. Defendants attracted consumers like Plaintiff to their websites by offering "free" credit scores. Consumers know that credit scores are important because financial institutions use credit scores to determine whether to extend credit to a consumer, and some employers and property owners also use a consumer's credit score before transacting business with the consumer. Defendants preyed on consumers' interest in and fears about their credit scores by offering a "free" chance to review their credit scores.

21. Defendants purchased keyword advertising on search engines, such as Google and Bing. As a result, consumers who entered terms such as "free credit report" into the search engine often saw an ad for one or more of Defendants' websites near the top of the search results, in the sponsored links or ads section. Defendants' most prominent online ad stated, "View your latest Credit Scores from All 3 Bureaus in 60 seconds for \$0!"

22. Defendants also enticed consumers to visit their websites through email solicitations. The emails often informed consumers that "Your Complimentary Credit Scores Are Waiting For You."

Defendants' Misleading Sign-Up Process

23. Consumers generally learned about Defendants' websites through Defendants'

search engine ads or through offers from third-party affiliate marketers, whom Defendants paid to direct consumers to Defendants' websites. All consumers who clicked on links in Defendants' ads or their affiliate marketers' offers were directed to an online sign-up path controlled by Defendants.

24. Landing Page: The first webpage consumers saw upon arrival to any of Defendants' websites was the landing page ("Landing Page"). The focal point of the Landing Page was a blank form, that in some instances was emphasized by large arrows, asking consumers to enter their name, email address, and zip code. A large, brightly colored button labeled "Get Yours Now," "View Your Free Scores Now," or similar language sat below or next to the blank entry fields.

25. Address Form: Consumers who clicked the button on the Landing Page to access their "free" credit score were directed to a page that requested more personal information, including their name, address, and phone number ("Address Form"). A large, brightly colored button labeled "Submit & Continue" or similar language sat at the bottom of this page.

26. Social Security Form: Consumers who completed the Address Form and clicked the large "Submit & Continue" button were directed to a webpage that requested the consumers' Social Security number and birthdate ("Social Security Form"). A large, brightly colored button labeled "Continue" or similar language sat at the bottom of the page.

27. Verification Form: Consumers who completed the Social Security Form and clicked “Continue” were directed to a webpage that asked several questions based on information in the consumers’ credit report to verify the consumers’ identity (“Verification Form”). After consumers verified their identity, a screen popped up, stating, “[W]e’re processing your information and will be done shortly.”

28. Payment Form: After a few moments, the pop-up screen expanded to feature a bar graph comparing the consumer’s debt to an average consumer’s debt (“Payment Form”). The screen also proclaimed, “[Y]our credit scores are ready!”, and directed consumers to enter credit or debit card information in the “Verification Information” section.

Immediately above the credit card field was the following statement or similar language: “Tell us which card you would like to use for our \$1.00 refundable processing fee,” which led consumers to believe that Defendants needed their debit or credit card information to verify their identity or to charge a \$1 fee to process their credit score. A large, brightly colored button labeled “View Scores” or similar language sat near the bottom of the pop-up screen.

29. Confirmation Page: Consumers who completed the Payment Form and clicked “View Scores” were directed to a page that states, “Thank You – your order is complete,” or similar language (“Confirmation Page”). This page displayed the consumer’s membership number for Defendants’ credit monitoring program. Directly below the membership information sat a large, brightly colored “Continue” button.

30. Credit Monitoring Homepage: Consumers who clicked “Continue” were directed from the Confirmation Page to the home page of Defendants’ credit monitoring program, which finally displayed consumers’ “free” credit scores from various credit bureaus (“Home Page”). The Home Page also featured general information about identity protection and credit pitfalls, in addition to a large button requesting to “Learn More” about Defendants’ “Complete Monitoring Package.”¹

31. Believing they had only signed up to receive their free credit scores, Plaintiff and consumers did not know they had actually been enrolled in Defendants’ negative-option credit monitoring program until they discovered a \$29.95 charge on their bank or credit card statement. In Plaintiff’s case, Defendants made the first \$29.95 charge within seven days. Many consumers did not notice the recurring charge for several billing cycles, allowing Defendants to reap more ill-gotten gains.

Defendants’ Sham Cancellation Policy

32. Plaintiff and consumers who wanted to stop recurring charges for Defendants’ credit monitoring program had to call Defendants’ toll-free customer service number. Defendants did not permit consumers to cancel their membership online or via email.

33. Many consumers, including Plaintiff, have called Defendants’ customer service number to cancel their membership and to request a refund. Many consumers, including

¹ Consumers who visited Defendants’ websites on a mobile device experienced a sign-up process similar to that described in the Paragraphs above.

Plaintiff, informed Defendants' agents that they were unaware that they had been enrolled in Defendants' credit monitoring program and that they did not authorize Defendants to enroll them or to charge their credit cards repeatedly. Some consumers had to call Defendants' customer service department multiple times to cancel their membership in the program.

34. In numerous instances, Defendants denied refunds to consumers who claimed they did not knowingly enroll in Defendants' credit monitoring program.

35. In other instances, including in the experience of Plaintiff Forby, Defendants continued to charge consumers' credit cards repeatedly, even after Plaintiff called and demanded that such charges be stopped.

CLASS ALLEGATIONS

36. Pursuant to 735 ILCS 5/2-801, Plaintiff brings this action on her own behalf and on behalf of a proposed class of all other similarly situated persons ("Class Members" of the "Class") consisting of:

All persons in Illinois whom Defendants enrolled in their credit monitoring program from 2008 to the date of the filing of this Complaint (the "Class Period").

37. Excluded from the Class are: (a) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (b) any entity in which Defendant has a

controlling interest, to include, but not limited to, their legal representative, heirs, and successors; (c) any judicial officer in the lawsuit and/or persons within the third degree of consanguinity to such judge.

38. Upon information and belief, the Class consists of hundreds or thousands of purchasers. Accordingly, it would be impracticable to join all Class Members before the Court.

39. There are numerous and substantial questions of law or fact common to all of the members of the Class and which predominate over any individual issues. Included within the common question of law or fact are:

a. Whether Defendants' "free" credit score offer was false, deceptive, unfair, and misleading;

b. Whether Defendants' enrollment process for their credit monitoring program was false, deceptive, unfair, and misleading;

c. Whether Defendants violated the ICFA by enrolling consumers in their credit monitoring program without their knowledge or consent;

d. Whether Defendant's cancellation policy was false, deceptive, unfair, and misleading;

e. Whether Defendants have been unjustly enriched; and

f. The proper measure of damages sustained by Plaintiff and Class Members.

40. The claims of the Plaintiff are typical of the claims of Class Members, in that they share the above-referenced facts and legal claims or questions with Class Members,

there is a sufficient relationship between the damage to Plaintiff and Defendants' conduct affecting Class Members, and Plaintiff has no interests adverse to the interests of other Class Members.

41. Plaintiff will fairly and adequately protect the interests of Class Members and have retained counsel experienced and competent in the prosecution of complex class actions including complex questions that arise in consumer protection litigation.

42. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all Class Members is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

a. The common questions presented in this case predominates over any questions of law or fact, if any exists at all, affecting any individual member of the Class;

b. Absent a Class, the Class Members will continue to suffer damage and Defendants' unlawful conduct will continue without remedy while Defendants profit from and enjoy its ill-gotten gains;

c. Given the size of individual Class Members' claims, few, if any, Class Members could afford to or would seek legal redress individually for the wrongs Defendants committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

d. When the liability of Defendants has been adjudicated, claims of all Class Members can be administered efficiently and/or determined uniformly by the Court; and

e. This action presents no difficulty that would impede its management by the court as a class action, which is the best available means by which Plaintiff and members of the Class can seek redress for the harm caused to them by Defendants.

43. Because Plaintiff seeks relief for the entire Class, the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual member of the Class, which would establish incompatible standards of conduct for Defendants.

44. Further, bringing individual claims would overburden the Courts and be an inefficient method of resolving the dispute, which is the center of this litigation. Adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members of the Class who are not parties to the adjudication and may impair or impede their ability to protect their interests. As a consequence, class treatment is a superior method for the fair and efficient adjudication of the issues in this case.

CAUSES OF ACTION

Count One

Illinois Consumer Fraud Act

45. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

46. The ICFA declares the following to be unlawful: “Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact...in the conduct of any trade or commerce[.]” 815 Ill. Comp. Stat. Ann. 505/2

47. Defendants’ conduct in offering consumers “free” or \$1.00 online access to their credit scores, but failing to disclose, or failing to disclose adequately, that consumers would in fact be enrolled in Defendants’ credit monitoring program and would incur a \$29.95 recurring monthly fee until they called Defendants to cancel their membership constitutes the act, use and employment of deception, fraud, false pretenses, false promises, misrepresentation, and unfair practices in the conduct of Defendants’ trade or commerce.

48. Moreover, Defendants failed to disclose, or failed to disclose adequately, to consumers the material terms and conditions related to the costs of the “free” offer, including:

- That Defendants would automatically enroll consumers in a negative option credit monitoring program with additional charges;
- That consumers must affirmatively cancel the negative option credit monitoring program before the end of a trial period to avoid additional charges;
- That Defendants would use consumers’ credit card information to charge consumers monthly for the negative option credit monitoring program;

- The costs associated with the negative option credit monitoring program; and
- The means consumers must use to cancel the negative option program to avoid additional charges.

49. Defendants intended that Plaintiff and the Class Members would rely on the representation that their services were free when they in fact were not, and on the omission of the material facts above, including that Defendants intended to enroll Plaintiff and Class Members in the credit monitoring program and would charge them \$29.95/month.

50. Defendants committed the unfair and deceptive acts in the conduct of its trade and commerce.

51. Defendants' practice of advertising and selling its services as "free" when they are not and of enrolling Plaintiff and Class Members in the credit monitoring program without authorization and repeatedly charging their credit cards offends public policy and is immoral, unethical, and unscrupulous.

52. Defendants further engaged in a course of trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under the ICFA by:

- Failing to clearly and conspicuously disclose the material fact that consumers were being signed up for a 7-day free trial which would automatically bill consumers' credit cards until they cancelled by telephone;
- Unfairly assessing a monthly charge against consumers' credit cards without obtaining the express, informed consent of consumers to assess such charges;
- Representing expressly or by implication that Defendants offer free credit

scores when, in fact, access to such credit scores cost consumers \$1;

- Misrepresenting the purpose for obtaining a consumer's credit or debit card number; and
- Failing to honor consumer cancellation requests.

53. Defendants' conduct causes substantial injury to consumers. Thousands and thousands of consumers have been misled into and charged for credit monitoring services they did not want, typically at the price of \$29.95 a month.

54. Plaintiff and Class Members suffered damages as a result of Defendants' unlawful conduct as alleged herein.

Second Claim for Relief

Unjust Enrichment

55. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

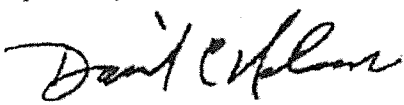
56. Plaintiff and the class members conferred a benefit on Defendants in the form of fees for unwanted and unauthorized credit monitoring services.

57. Defendants appreciated the benefit because, were Defendant not to clandestinely sign up consumers for unauthorized credit monitoring services, Defendants would have no sales and make no money.

58. Defendants' acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained by Defendants; fraudulent and misleading representations and course of conduct as set out herein.

59. Equity cannot in good conscience permit Defendants to be economically enriched for such actions at Plaintiff and Class Members' expense and in violation of Illinois law, and therefore restitution and/or disgorgement of such economic enrichment is required.

Respectfully submitted,

By: 

David C. Nelson #6225722
NELSON & NELSON,
ATTORNEYS AT LAW, P.C.
420 North High Street
Post Office Box Y
Belleville, Illinois 62222
(p) 618.277.4000
(f) 618.277.1136
email: dnelson@nelsonlawpc.com

and

pending admission:

Benjamin J. Sweet
CARLSON LYNCH
SWEET & KILPELA, LLP
PNC Park
115 Federal Street, Suite 210
Pittsburgh, Pennsylvania 15212
(p) 412.322.9243
(f) 412.231.0246
email: bsweet@carlsonlynch.com

Attorneys for Plaintiff

EXHIBIT C

IN THE CIRCUIT COURT OF ST. CLAIR COUNTY
STATE OF ILLINOIS

VICKIE FORBY,)
individually and on)
behalf of all others similarly situated in)
Illinois,)

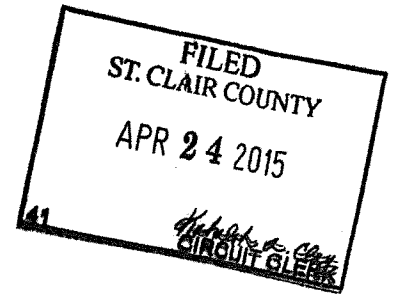
Plaintiff)

v.)

ONE TECHNOLOGIES, LP,)
ONE TECHNOLOGIES)
MANAGEMENT LLC,)
and)
ONE TECHNOLOGIES)
CAPITAL LLP,)

Defendants.)

No. 15L 246



AFFIDAVIT OF DAMAGES

This affidavit is made pursuant to Supreme Court Rule 222 (b). Under the penalties of perjury as provided by Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the money damages sought by Plaintiff herein do exceed \$50,000.00.

Respectfully submitted,

By: David C. Nelson

David C. Nelson #6225722
NELSON & NELSON,
ATTORNEYS AT LAW, P.C.
420 North High Street
Post Office Box Y
Belleville, Illinois 62222
(p) 618.277.4000
(f) 618.277.1136
email: dnelson@nelsonlawpc.com

and

pending admission:

Benjamin J. Sweet
CARLSON LYNCH
SWEET & KILPELA, LLP
PNC Park
115 Federal Street, Suite 210
Pittsburgh, Pennsylvania 15212
(p) 412.322.9243
(f) 412.231.0246
email: bsweet@carlsonlynch.com

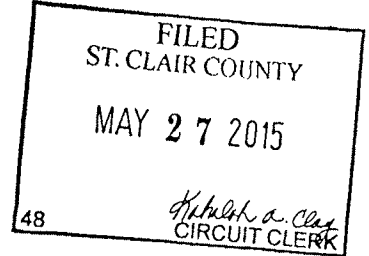
Attorneys for Plaintiff

EXHIBIT D

INITIAL MANDATORY STATUS CONFERENCE SETTING ASSIGNMENT

FORBY VS ONE TECHNOLOGIES	15-L-0246
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TO: A FILE COPY



Date : 8/17/2015

Time : 9:00 AM

Room : 403

The above-styled case is assigned to: HON. VINCENT LOPINOT.

Counsel familiar with the case and authorized to act is ordered to appear for an Initial Mandatory Status Conference on the above date, time and courtroom pursuant to Local Rule 6.06, and Supreme Court Rule 218.

At the aforesaid conference the following shall be considered:

1. Service upon all of the parties;
2. Whether the case will be jury or no-jury;
3. The nature, issues, and complexity of the case;
4. Simplification of the issues;
5. Amendments and challenges to the pleadings;
6. Admissions of fact and documents;
7. Limitations of discovery, including but not limited to written discovery, depositions, and opinion witnesses;
8. Third parties;
9. Scheduling of settlement conferences;
10. Necessity of subsequent case management conferences;
11. Trial settings.

Office of Chief Judge

EXHIBIT E

CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT

State of Illinois)
County of St. Clair) S.S.

Case Number 15 L 246

Amount Claimed Over \$50,000.00

VICKIE FORBY, individually
and on behalf of all other
similarly situated in Illinois,

VS

ONE TECHNOLOGIES, LP,
ONE TECHNOLOGIES
MANAGEMENT LLC, and
ONE TECHNOLOGIES CAPITAL LLP

Plaintiff(s)

Defendant(s)

Classification Prefix L Code 02 Nature of Action Tort Code 2

TO THE SHERIFF: SERVE THIS DEFENDANT AT:

Pltf. Atty. David C. Nelson Code 6225722 NAME Matthew R. Farley
Address 420 North High St., P.O. Box Y Venable LLP
City Belleville, IL 62222 Phone 618-277-4000
Add. Pltf. Atty. _____ Code _____ ADDRESS 575 7th Street NW

SUMMONS COPY

To the above named defendant(s) : CITY & STATE Washington, DC 20004

A. You are hereby summoned and required to appear before this court at
(court location) _____ at _____ M. On _____ 20____
to answer the complaint in this case, a copy of which is hereto attached. If you fail to do so, a judgment by default may
be taken against you for the relief asked in the complaint.

B. You are summoned and required to file an answer to the complaint in this case, a copy of which is hereto
attached, or otherwise file your appearance, in the office of the clerk of this court within 30 days after service of this
summons, exclusive of the day of service. If you fail to do so, judgment of decree by default may be taken against you
for the relief prayed in the complaint.

TO THE OFFICER:

This summons must be returned by the officer or other person to whom it was given for service, with
indorsement thereon of service and fees if any, immediately after service. In the event that paragraph A of this
summons is applicable this summons may not be served less than three days before the day of appearance. If service
cannot be made, this summons shall be returned so indorsed.

This summons may not be served later than 30 days after its date.

WITNESS, 6/22/2015
Natalyah Clay
Clerk of Court
BY DEPUTY: T. Tubbie

SEAL

DATE OF SERVICE: _____ 20____
(To be inserted by officer on copy left with defendant
or other person)



I certify that I served this summons on defendants as follows:

(a) - (Individual defendants - personal):

By leaving a copy of the summons and a copy of the complaint with each individual defendant personally as follows:

Name of defendant	Date of service
_____	_____
_____	_____
_____	_____
_____	_____

(b) - (Individual defendants - abode):

By leaving a copy of the summons and a copy of the complaint at the usual place of abode of each individual defendant with a person of his family, of the age of 13 years or upwards, informing that person of the contents of the summons, and also by sending a copy of the summons and of the complaint in a sealed envelope with postage fully prepaid, addressed to each individual defendant at his usual place of abode, as follows:

Name of defendant	Person with whom left	Date of service	Date of mailing
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) - Corporation defendants):

By leaving a copy of the summons and a copy of the complaint with the registered agent office, or agent of each defendant corporation as follows:

Defendant corporation	Registered agent, officer or agent	Date of service
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) - (Other service):

SHERIFF'S FEES	
Service and return	_____ \$
Miles	_____ \$
Total	_____ \$
Sheriff of _____ County	

_____, Sheriff of _____ County
 _____, Deputy