

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JEFFRY RUSSELL,

Plaintiff,

**PLAINTIFF’S COMPLAINT AND
JURY DEMAND**

v.

MOMNT TECHNOLOGIES, INC. and
PRIMIS BANK,

Defendants.

CASE NO.

HON.
MAG.

LAKESHORE LEGAL AID
By: Sean Riddell (P81302)
Attorney for Plaintiff
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There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

PLAINTIFF’S COMPLAINT

Plaintiff Jeffry Russell (“Plaintiff”), through his attorney Sean Riddell of Lakeshore Legal Aid, for his Complaint against Momnt Technologies, Inc. (“Defendant Momnt”) and Primis Bank (“Defendant Primis”), states:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff was, at all relevant times, a resident and citizen of the State of Michigan and resident of the City of Detroit, County of Wayne.

2. Plaintiff is a natural person allegedly obligated to pay a debt as described below.

3. Defendant Momnt was, at all relevant times, a Delaware corporation. Defendant Momnt conducts business in Detroit in Wayne County. Defendant Momnt has no registered agent in Michigan. Defendant Momnt's registered agent in Delaware is Registered Agent Solutions, Inc. and Defendant Momnt's registered office in Delaware is 838 Walker Road, Suite 21-2, Dover, Delaware 19904.

4. Defendant Momnt is a "person" providing goods or services within the scope of the Michigan Consumer Protection Act as defined in Mich. Comp. Laws § 445.902(1)(d).

5. Defendant Momnt's actions, conduct, and omissions constitute "trade or commerce" as defined in Mich. Comp. Laws § 445.902(1)(g).

6. Defendant Momnt is engaged in the collection of alleged debts from consumers using the mails and telephone.

7. The principal purpose of Defendant Momnt is to collect consumer debts alleged to be owed or due to another.

8. Defendant Momnt regularly collects or attempts to collect, directly or indirectly, consumer debts alleged to be owed or due to another.

9. Defendant Primis was, at all relevant times, a Virginia corporation. Defendant Primis conducts business in Detroit in Wayne County. Defendant Primis has no registered agent in Michigan. Defendant Primis' registered agent in Virginia is Kimberly Lipscomb and Defendant Primis' registered office in Virginia is 9706 Atlee Commons Drive, Ashland, Virginia, 23005.

10. Defendant Primis is a "person" providing goods or services within the scope of the Michigan Consumer Protection Act as defined in Mich. Comp. Laws § 445.902(1)(d).

11. Defendant Primis' actions, conduct, and omissions constitute "trade or commerce" as defined in Mich. Comp. Laws § 445.902(1)(g).

12. Defendant Primis is engaged in the collection of alleged debts from consumers using the mails and telephone.

13. The principal purpose of Defendant Primis is to collect consumer debts alleged to be owed or due to another.

14. Defendant Primis regularly collects or attempts to collect, directly or indirectly, consumer debts alleged to be owed or due to another.

15. This Court has subject matter jurisdiction over Plaintiff's federal law claim pursuant to 28 U.S.C. §§ 1331 and 1337 and 15 U.S.C. § 1692k(d).

16. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367 as they arise from the same case and controversy.

17. This court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states.

18. This Court has jurisdiction to issue injunctive and declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202 and Fed. R. Civ. P. 57 and 65.

19. Venue is proper in the Eastern District of Michigan pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims below occurred within this judicial district.

STATEMENT OF FACTS

20. All preceding paragraphs are incorporated by reference.

21. After hearing Ocean View Medical Center's advertisement for a medical treatment that Plaintiff hoped would help him with a medical problem, Plaintiff scheduled a consultation.

22. At that consultation, Plaintiff completed a medical intake form.

23. Plaintiff did not sign a contract or otherwise complete an application to open any account.

24. Although Plaintiff began his consultation, Plaintiff ended his consultation early, as the consulting doctor ignored Plaintiff's disabilities, making Plaintiff uncomfortable.

25. Ocean View Medical Center was located in Michigan.

26. Just over two years later, in November 2024, Plaintiff received a call from Defendant Momnt stating that Plaintiff had entered into a loan, the loan's 24-month promotional period had expired, and Plaintiff was now required to make payments on this loan.

27. Plaintiff told Defendant Momnt that he had not taken out a loan.

28. Defendant Momnt was adamant that Plaintiff had taken out a loan and gave Plaintiff the phone number to Ocean View Medical Center to confirm that he had taken out a loan when he appeared for his consultation.

29. Plaintiff called the phone number, but there was no answer and the call ended.

30. Plaintiff searched online for Ocean View Medical Center, and when he called the phone number he found it connected him with a psychiatric hospital in California.

31. Plaintiff then went to the office where he appeared for his consultation and found the office was closed with the signage for Ocean View Medical Center scraped off the door.

32. From November 2024 to May 2025, Defendant Momnt contacted Plaintiff frequently.

33. At times, Defendant Momnt has called Plaintiff every other day.

34. At other times, Defendant Momnt has sent Plaintiff texts asking Plaintiff to call, then when Plaintiff calls, Defendant Momnt gets rude, tells Plaintiff that he is eligible to pay on the loan, and tells Plaintiff that if he does not pay Defendant Momnt will garnish Plaintiff's wages.

35. As of the date of the filing of this Complaint, Defendant Momnt has not filed any complaints against Plaintiff or, for that matter, any other persons, in 36th Judicial District Court for the City of Detroit or Third Circuit Court for the County of Wayne.

36. Defendant Momnt has also told Plaintiff that it has been sending Plaintiff emails, although Plaintiff does not have an email address.

37. Lastly, Defendant Momnt has been sending letters to Plaintiff claiming that Plaintiff is in default on the alleged debt and requesting payment on the alleged debt.

38. During Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that it was calling "to collect a debt from Ocean View Medical Center."

39. During Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that it was "a collection agency."

40. During Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that it was "going to ruin [Plaintiff's] credit if [Plaintiff] did not make payments to [Defendant Momnt]."

41. During Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that it was "going to report [Plaintiff] to the credit bureaus."

42. During Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that it "needed [Plaintiff] to get a gift card, call [Defendant Momnt] back, and give [Defendant Momnt] the numbers on the gift card."

43. During one of Defendant Momnt's calls to Plaintiff, Defendant Momnt stated that Defendant Primis had provided the loan to Plaintiff.

44. Plaintiff looked up Defendant Primis and called it.

45. During Plaintiff's call with Defendant Primis, it stated that it had "[Plaintiff's] signature right here."

46. During Plaintiff's call with Defendant Primis, it stated that it had been sending Plaintiff emails.

47. During Plaintiff's call with Defendant Primis, it stated that if Plaintiff sent in money, Defendant Primis would take Plaintiff's name off the collection list.

48. Eventually, Plaintiff mailed Defendant Momnt a letter at Defendant Momnt's address listed on its debt collection letters requesting an end to Defendant Momnt's attempts to collect the alleged debt.

49. Similarly, Plaintiff mailed Defendant Primis a letter at Defendant Primis' address listed on its debt collection letters requesting an end to Defendant Primis' attempts to collect the alleged debt.

50. Soon after, on April 29, 2025, Plaintiff's counsel mailed Defendant Momnt a letter at Defendant Momnt's address listed on its debt collection letters disputing the alleged debt and requesting information and documents supporting Defendant Momnt's claim that Plaintiff owed the alleged debt.

51. As of the date of the filing of this Complaint, Defendant Momnt has not responded to Plaintiff's counsel's letter.

52. Similarly, on April 29, 2025, Plaintiff's counsel mailed Defendant Primis a letter at Defendant Primis' address listed on its debt collection letters disputing the alleged debt and requesting information and documents supporting Defendant Primis' claim that Plaintiff owed the alleged debt.

53. As of the date of the filing of this Complaint, Defendant Primis has not responded to Plaintiff's counsel's letter.

54. As a result of the wrongful acts of Defendants, Plaintiff suffered injury.

55. Plaintiff spent money making copies of his letter and other documents for himself, stamps, and paying his caretaker to go to Staples to make copies.

56. Defendants' attempts to collect the alleged debt have caused Plaintiff to struggle to eat, sometimes going for two or three days at a time without eating or only eating one meal in a day.

57. Defendants' attempts to collect the alleged debt have made it difficult for Plaintiff to sleep, sometimes causing Plaintiff to only sleep for one or two hours before waking up again for a while then going back to sleep for one or two hours.

58. Defendants' attempts to collect the alleged debt have made it difficult for Plaintiff to use the bathroom, leaving him feeling constipated for a few days at a time and requiring Plaintiff to purchase and take laxatives.

59. Defendants' attempts to collect the alleged debt have caused Plaintiff to verbally abuse his caregiver, who then responded by being rough with Plaintiff in the shower, which ultimately caused a lack of quality caretaking services.

60. Similarly, Plaintiff's caregiver would leave Plaintiff after he received a letter for a couple of days, resulting in a lack of quality caretaking services.

61. Lastly, Plaintiff suffered financial losses, emotional and physical distress, mental and physical anguish, physical illness, embarrassment, loss of reputation, humiliation, disruption, stress, trauma, grief, anxiety, and depression and will continue to suffer accordingly in the future.

COUNT 1
28 U.S.C. § 2201 and Fed. R. Civ. P. 57
Declaratory Relief
(All Defendants)

62. All preceding paragraphs are incorporated by reference.

63. Defendants have repeatedly claimed that Plaintiff owes either Defendant Momnt or Defendant Primis an alleged debt.

64. The premise of Defendants' claims is that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis.

65. However, Plaintiff never signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis.

66. Therefore, Plaintiff does not owe Defendant Momnt or Defendant Primis anything.

67. In light of Defendants' repeated claims, this action pertains to an actual controversy over whether Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis and this Court would have jurisdiction of this action on the same claim or claims in which Plaintiff sought relief other than the declaratory judgment.

68. Therefore, this Court should declare that Plaintiff never signed a contract or opened an account with either Ocean View Medical Center or

Defendant Primis and that Plaintiff does not owe Defendant Momnt or Defendant Primis anything.

COUNT 2
15 U.S.C. §§ 1692-1692p
Violation of the Fair Debt Collection Practices Act
(All Defendants)

69. All preceding paragraphs are incorporated by reference.

70. The Fair Debt Collection Practices Act (the “FDCPA”) provides that “[a] debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt,” including:

- a. “The false representation of the character, amount, or legal status of any debt” pursuant to 15 U.S.C. § 1692e(2)(A);
- b. “The false representation of any services rendered or compensation which may be lawfully received by an debt collector for the collection of a debt” pursuant to 15 U.S.C. § 1692e(2)(B);
- c. “The threat to take any action that cannot legally be taken or that is not intended to be taken” pursuant to 15 U.S.C. § 1692e(5); and
- d. “The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer” pursuant to 15 U.S.C. § 1692e(10).

71. In addition, the FDCPA provides that “[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt,” including

“[t]he collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.” 15 U.S.C. § 1692f(1).

72. Defendant Momnt has violated the FDCPA in the following ways:

- a. Defendant Momnt attempted to collect money that Plaintiff did not owe;
- b. Defendant Momnt misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Momnt misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Momnt called Plaintiff frequently, including, at times, every other day;
- e. Defendant Momnt was rude with Plaintiff;
- f. Defendant Momnt threatened to garnish Plaintiff’s wages, although Plaintiff has not filed any complaints against Plaintiff or, for that matter, any other persons, in 36th Judicial District Court for the City of Detroit or Third Circuit Court for the County of Wayne;
- g. Defendant Momnt misrepresented that it had sent Plaintiff emails;

- h. Defendant Momnt sent letters to Plaintiff claiming that Plaintiff is in default on the alleged debt and requesting payment on the alleged debt;
- i. Defendant Momnt threatened that it was “going to ruin [Plaintiff’s] credit if [Plaintiff] did not make payments to [Defendant Momnt];”
- j. Defendant Momnt threatened that it was “going to report [Plaintiff] to the credit bureaus;”
- k. Defendant Momnt stated that it “needed [Plaintiff] to get a gift card, call [Defendant Momnt] back, and give [Defendant Momnt] the numbers on the gift card;”
- l. Defendant Momnt took the above actions without documentation to support its allegations; and
- m. Defendant Momnt failed to maintain procedures reasonably adapted to avoid any of the above errors.

73. As a result of the wrongful acts of Defendant Momnt, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

74. Defendant Primis has violated the FDCPA in the following ways:

- a. Defendant Primis attempted to collect money that Plaintiff did not owe;
- b. Defendant Primis misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Primis misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Primis misrepresented that it had sent Plaintiff emails;
- e. Defendant Primis stated that if Plaintiff sent in money, Defendant Primis would take Plaintiff's name off the collection list;
- f. Defendant Primis took the above actions without documentation to support its allegations; and
- g. Defendant Primis failed to maintain procedures reasonably adapted to avoid any of the above errors.

75. As a result of the wrongful acts of Defendant Primis, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

76. Therefore, pursuant to 15 U.S.C. § 1692k, this Court should enter judgment in favor of Plaintiff, award Plaintiff actual damages, award Plaintiff statutory damages, award Plaintiff punitive damages, and award Plaintiff reasonable attorney fees and costs.

COUNT 3
Mich. Comp. Laws §§ 445.251-.258
Violation of the Michigan Regulation of Collection Practices Act
(All Defendants)

77. All preceding paragraphs are incorporated by reference.

78. The Michigan Regulation of Collection Practices Act (the “MRCPA”) prohibits the following acts:

- a. “Communicating with a debtor in a misleading or deceptive manner” pursuant to Mich. Comp. Laws § 445.252(a);
- b. “Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt” pursuant to Mich. Comp. Laws § 445.252(e);
- c. “Misrepresenting in a communication with a debtor . . . [t]he legal status of a legal action being taken or threatened” pursuant to Mich. Comp. Laws § 445.252(f)(1); and
- d. “Failing to implement a procedure designed to prevent a violation by an employee” pursuant to Mich. Comp. Laws § 445.252(q).

79. Defendant Momnt has violated the MRCPA in the following ways:

- a. Defendant Momnt attempted to collect money that Plaintiff did not owe;
- b. Defendant Momnt misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Momnt misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Momnt called Plaintiff frequently, including, at times, every other day;
- e. Defendant Momnt was rude with Plaintiff;
- f. Defendant Momnt threatened to garnish Plaintiff's wages, although Plaintiff has not filed any complaints against Plaintiff or, for that matter, any other persons, in 36th Judicial District Court for the City of Detroit or Third Circuit Court for the County of Wayne;
- g. Defendant Momnt misrepresented that it had sent Plaintiff emails
- h. Defendant Momnt sent letters to Plaintiff claiming that Plaintiff is in default on the alleged debt and requesting payment on the alleged debt;
- i. Defendant Momnt threatened that it was "going to ruin [Plaintiff's] credit if [Plaintiff] did not make payments to [Defendant Momnt];"

- j. Defendant Momnt threatened that it was “going to report [Plaintiff] to the credit bureaus;”
- k. Defendant Momnt stated that it “needed [Plaintiff] to get a gift card, call [Defendant Momnt] back, and give [Defendant Momnt] the numbers on the gift card;”
- l. Defendant Momnt took the above actions without documentation to support its allegations; and
- m. Defendant Momnt failed to implement a procedure designed to prevent the above violations by an employee.

80. Defendant Momnt willfully committed the above violations, as evidenced by Defendant Momnt’s continued attempts to collect the alleged debts even after being put on notice by Plaintiff that the alleged debt did not exist.

81. As a result of the wrongful acts of Defendant Momnt, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

82. Defendant Primis has violated the MRCPA in the following ways:

- a. Defendant Primis attempted to collect money that Plaintiff did not owe;

- b. Defendant Primis misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Primis misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Primis misrepresented that it had sent Plaintiff emails;
- e. Defendant Primis stated that if Plaintiff sent in money, Defendant Primis would take Plaintiff's name off the collection list;
- f. Defendant Primis took the above actions without documentation to support its allegations; and
- g. Defendant Primis failed to implement a procedure designed to prevent the above violations by an employee.

83. Defendant Primis willfully committed the above violations, as evidenced by Defendant Primis' continued attempts to collect the alleged debts even after being put on notice by Plaintiff that the alleged debt did not exist.

84. As a result of the wrongful acts of Defendant Primis, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

85. Therefore, pursuant to Mich. Comp. Laws § 445.257, this Court should enter judgment in favor of Plaintiff, award Plaintiff treble damages, award Plaintiff statutory damages, award Plaintiff punitive damages, declare that Defendant Momnt has violated the MRCPA, declare that Defendant Primis has violated the MRCPA, enjoin Defendant Momnt from violating the MRCPA, enjoin Defendant Primis from violating the MRCPA, declare that Plaintiff does not owe Defendant Momnt or Defendant Primis anything, and award Plaintiff reasonable attorney fees and costs.

COUNT 4
Mich. Comp. Laws §§ 339.101-.2677
Violation of the Michigan Occupational Code
(All Defendants)

86. All preceding paragraphs are incorporated by reference.

87. The Michigan Occupational Code (the “MOC”) prohibits the following acts:

- a. “Communicating with a debtor in a misleading or deceptive manner” pursuant to Mich. Comp. Laws § 339.915(a);
- b. “Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt” pursuant to Mich. Comp. Laws § 339.915(e);

- c. “Misrepresenting in a communication with a debtor . . . [t]he legal status of a legal action being taken or threatened” pursuant to Mich. Comp. Laws § 339.915(f)(1); and
 - d. “Failing to implement a procedure designed to prevent a violation by an employee” pursuant to Mich. Comp. Laws § 339.915(q).
88. Defendant Momnt has violated the MOC in the following ways:
- a. Defendant Momnt attempted to collect money that Plaintiff did not owe;
 - b. Defendant Momnt misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
 - c. Defendant Momnt misrepresented that Plaintiff was required to pay on the alleged debt;
 - d. Defendant Momnt called Plaintiff frequently, including, at times, every other day;
 - e. Defendant Momnt was rude with Plaintiff;
 - f. Defendant Momnt threatened to garnish Plaintiff’s wages, although Plaintiff has not filed any complaints against Plaintiff or, for that matter, any other persons, in 36th Judicial District Court for the City of Detroit or Third Circuit Court for the County of Wayne;

- g. Defendant Momnt misrepresented that it had sent Plaintiff emails
- h. Defendant Momnt sent letters to Plaintiff claiming that Plaintiff is in default on the alleged debt and requesting payment on the alleged debt;
- i. Defendant Momnt threatened that it was “going to ruin [Plaintiff’s] credit if [Plaintiff] did not make payments to [Defendant Momnt];”
- j. Defendant Momnt threatened that it was “going to report [Plaintiff] to the credit bureaus;”
- k. Defendant Momnt stated that it “needed [Plaintiff] to get a gift card, call [Defendant Momnt] back, and give [Defendant Momnt] the numbers on the gift card;”
- l. Defendant Momnt took the above actions without documentation to support its allegations; and
- m. Defendant Momnt failed to implement a procedure designed to prevent the above violations by an employee.

89. Defendant Momnt willfully committed the above violations, as evidenced by Defendant Momnt’s continued attempts to collect the alleged debts even after being put on notice by Plaintiff that the alleged debt did not exist.

90. As a result of the wrongful acts of Defendant Momnt, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional

distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

91. Defendant Primis has violated the MRCPA in the following ways:

- a. Defendant Primis attempted to collect money that Plaintiff did not owe;
- b. Defendant Primis misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Primis misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Primis misrepresented that it had sent Plaintiff emails;
- e. Defendant Primis stated that if Plaintiff sent in money, Defendant Primis would take Plaintiff's name off the collection list;
- f. Defendant Primis took the above actions without documentation to support its allegations; and
- g. Defendant Primis failed to implement a procedure designed to prevent the above violations by an employee.

92. Defendant Primis willfully committed the above violations, as evidenced by Defendant Primis' continued attempts to collect the alleged debts even after being put on notice by Plaintiff that the alleged debt did not exist.

93. As a result of the wrongful acts of Defendant Primis, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

94. Therefore, pursuant to Mich. Comp. Laws § 339.916, this Court should enter judgment in favor of Plaintiff, award Plaintiff treble damages, award Plaintiff statutory damages, award Plaintiff punitive damages, declare that Defendant Momnt has violated the MOC, declare that Defendant Primis has violated the MOC, enjoin Defendant Momnt from violating the MOC, enjoin Defendant Primis from violating the MOC, declare that Plaintiff does not owe Defendant Momnt or Defendant Primis anything, and award Plaintiff reasonable attorney fees and costs.

COUNT 5
Mich. Comp. Laws §§ 445.901-.922
Violation of the Michigan Consumer Protection Act
(All Defendants)

95. All preceding paragraphs are incorporated by reference.

96. The Michigan Consumer Protection Act (the “MCPA”) prohibits the following acts:

- a. “Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services” pursuant to Mich. Comp. Laws § 445.903(1)(a);
- b. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have” pursuant to Mich. Comp. Laws § 445.903(1)(c);
- c. “Causing a probability of confusion or of misunderstanding with respect to the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction” pursuant to Mich. Comp. Laws § 445.903(1)(m);
- d. “Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction” pursuant to Mich. Comp. Laws § 445.903(1)(n);
- e. “Causing a probability of confusion or of misunderstanding as to the terms or conditions of credit if credit is extended in a transaction” pursuant to Mich. Comp. Laws § 445.903(1)(o); and

- f. “Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner” pursuant to Mich. Comp. Laws § 445.903(1)(cc).

97. Defendant Momnt has violated the MCPA in the following ways:

- a. Defendant Momnt attempted to collect money that Plaintiff did not owe;
- b. Defendant Momnt misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Momnt misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Momnt called Plaintiff frequently, including, at times, every other day;
- e. Defendant Momnt was rude with Plaintiff;
- f. Defendant Momnt threatened to garnish Plaintiff’s wages, although Plaintiff has not filed any complaints against Plaintiff or, for that matter, any other persons, in 36th Judicial District Court for the City of Detroit or Third Circuit Court for the County of Wayne;
- g. Defendant Momnt misrepresented that it had sent Plaintiff emails

- h. Defendant Momnt sent letters to Plaintiff claiming that Plaintiff is in default on the alleged debt and requesting payment on the alleged debt;
- i. Defendant Momnt threatened that it was “going to ruin [Plaintiff’s] credit if [Plaintiff] did not make payments to [Defendant Momnt];”
- j. Defendant Momnt threatened that it was “going to report [Plaintiff] to the credit bureaus;”
- k. Defendant Momnt stated that it “needed [Plaintiff] to get a gift card, call [Defendant Momnt] back, and give [Defendant Momnt] the numbers on the gift card;”
- l. Defendant Momnt took the above actions without documentation to support its allegations; and
- m. Defendant Momnt failed to implement a procedure designed to prevent the above violations by an employee.

98. As a result of the wrongful acts of Defendant Momnt, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

99. Defendant Primis has violated the MCPA in the following ways:

- a. Defendant Primis attempted to collect money that Plaintiff did not owe;
- b. Defendant Primis misrepresented that Plaintiff either signed a contract or opened an account with either Ocean View Medical Center or Defendant Primis;
- c. Defendant Primis misrepresented that Plaintiff was required to pay on the alleged debt;
- d. Defendant Primis misrepresented that it had sent Plaintiff emails;
- e. Defendant Primis stated that if Plaintiff sent in money, Defendant Primis would take Plaintiff's name off the collection list;
- f. Defendant Primis took the above actions without documentation to support its allegations; and
- g. Defendant Primis failed to implement a procedure designed to prevent the above violations by an employee.

100. As a result of the wrongful acts of Defendant Primis, Plaintiff has suffered through continued intrusion on his seclusion, financial losses, emotional distress, mental anguish, embarrassment, humiliation, loss of reputation, disruption, trauma, grief, stress, anxiety, and depression, and will continue to suffer accordingly in the future.

101. Therefore, pursuant to Mich. Comp. Laws § 445.911, this Court should enter judgment in favor of Plaintiff, award damages to Plaintiff, award statutory damages to Plaintiff, award Plaintiff punitive damages, declare that Defendant Momnt has violated the MCPA, declare that Defendant Primis has violated the MCPA, enjoin Defendant Momnt from violating the MCPA, enjoin Defendant Primis from violating the MCPA, declare that Plaintiff does not owe Defendant Momnt or Defendant Primis anything, and award Plaintiff reasonable attorney fees.

PRAYER FOR RELIEF

For these reasons, Plaintiff Jeffry Russell respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff;
- B. Award Plaintiff actual damages in an amount exceeding \$75,000.00;
- C. Award Plaintiff treble damages;
- D. Award Plaintiff statutory damages;
- E. Award Plaintiff punitive damages;
- F. Declare that Plaintiff does not owe Defendant Momnt or Defendant Primis anything;
- G. Declare that Defendant Momnt violated the MRCPA;
- H. Declare that Defendant Momnt has violated the MOC;

- I. Declare that Defendant Momnt has violated the MCPA;
- J. Enjoin Defendant Momnt from violating the MRCPA;
- K. Enjoin Defendant Momnt from violating the MOC;
- L. Enjoin Defendant Momnt from violating the MCPA;
- M. Award Plaintiff reasonable attorney fees and costs pursuant to 15 U.S.C. § 1692k(a)(3), Mich. Comp. Laws § 445.257(2), Mich. Comp. Laws § 339.916(2), and Mich. Comp. Laws 445.911(2);
- N. Award pre- and post-judgment interest as permitted by law; and
- O. Grant any other relief this Court finds equitable and just.

Respectfully submitted,

By: /s/ Sean Riddell
Sean Riddell (P81302)
Lakeshore Legal Aid
Attorney for Plaintiff
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Suite 301
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Phone: (313) 242-0811
siddell@lakeshorelegalaid.org

Date: 10-01-2025

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Phone: (313) 242-0811 ext. 1312
sriddell@lakeshorelegalaid.org

JURY DEMAND

Plaintiff Jeffry Russell, through his attorney Sean Riddell of Lakeshore
Legal Aid, demands a jury trial in this action.

Respectfully submitted,

By: /s/ Sean Riddell
Sean Riddell (P81302)
Lakeshore Legal Aid

Attorney for Plaintiff
2727 Second Avenue
Suite 301
Detroit, Michigan 48201
Phone: (313) 242-0811
sriddell@lakeshorelegalaid.org

Date: 10-01-2025