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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

OCT 31 2023 SMB

JERICO MATIAS CRUZ,)		
)	Case No. 1:22-cv-02956	THOMAS G. BRUTON
)		CLERK, U.S. DISTRICT COURT
Plaintiff,)		
)		
v.)	Judge Jeremy C. Daniel	
)		
DISCOVER FINANCIAL SERVICES,)		
INC. et al.,)		
Defendants.)		
)		

**PRO SE PLAINTIFF JERICO MATIAS CRUZ'S SECOND AMENDED COMPLAINT
PURSUANT TO DISCOVER IT'S ACCEPTANCE OF THE CARD AGREEMENT; 12 CFR
SECTIONS 1002.2(r), 1002.2(t), 1002.4(a), AND 1002.9(a)(2); AND 15 U.S. CODE
SECTION 1691(a)(1)**

NOW COMES pro se Plaintiff Jerico Matias Cruz files a second amended complaint for breach of contract against Defendants Discover Financial Services, Inc. et al. for \$20,000,000.00 monetary damages in-person to the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division pursuant to Discover it's Acceptance of the Card Agreement; 12 CFR Sections 1002.2(r), 1002.2(t), 1002.4(a), and 1002.9(a)(2); and 15 U.S. Code Section 1691(a)(1), and in support thereof, and states as follows:

INTRODUCTION

1. Pro Se Plaintiff Jerico Matias Cruz's physical and mailing address is located at 5135 N Keating Ave, Chicago, Illinois 60630 for more than twenty (20) years.
2. Defendant Discover Financial Services, Inc.'s mailing address is located at its registered agent named C T Corporation System, 208 S LaSalle St, Ste 814, Chicago, IL 60604.
3. Defendant Discover Financial Services, Inc.'s legal counsel is Atty. Christopher R. Murphy, who has a direct affiliation to the Chicago law firm named Holland & Knight LLP located at 150 N Riverside Plaza, 27th Floor, Chicago, IL 60606, and his email address is chris.murphy@hklaw.com.
4. Defendant Discover Bank's mailing address is located at its registered agent named 1505 Corporation C T Corporation System, 502 E Market St, Greenwood, DE 19950 .
5. Defendant Discover Bank's legal counsel is Atty. Paul Allen Gibson, III, whom has a direct affiliation to the Richmond law firm named Holland & Knight LLP located at 200 S 10th St, Ste 1000, Richmond, VA 23219, and his email address is paul.gibson@hklaw.com.

BACKGROUND

6. On or about June 4, 2022, pro se Plaintiff Jerico Matias Cruz electronically files his breach of contract complaint against Defendants Discover Financial Services,

Inc. et al. under the provisions of Equal Credit Opportunity Act, 15 U.S. Code Section 1691 et seq. Dkt.1.

7. On or about June 4, 2022, pro se Plaintiff Jerico Matias Cruz electronically files his application for leave to proceed in forma pauperis. Dkt.4.
8. On or about June 7, 2022, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, assigns this civil case to the Honorable Thomas M. Durkin, Judge, Presiding and to Magistrate Judge Maria Valdez. Dkt.5.
9. On or about June 7, 2022, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division sends a notification and consent forms to all parties only if all parties involved in this civil case sign the consent for the Magistrate Judge Maria Valdez to conduct all civil proceedings pursuant to L.R. 73.1(b). Dkt.6.
10. On or about June 8, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants pro se Plaintiff Jerico Matias Cruz's application or motion for leave to proceed in forma pauperis; directs the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, to directly file pro se Plaintiff Jerico Matias Cruz's complaint and issues summons for service of the complaint on the Defendants Discover Financial Services, Inc. et al; and appoints the United States Marshals Service to serve the complaint and summons to

Defendants Discover Financial Services, Inc. et al. All parties need to file a Joint Status Report before or on August 17, 2022. Dkt.7.

11. On or about June 8, 2022, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, directly files pro se Plaintiff Jerico Matias Cruz's breach of contract complaint, dated June 4, 2022. Dkt.8.
12. On or about June 9, 2022, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, issues summons to the United States Marshals Service via email as to Defendants Discover Financial Services, Inc. et al. Dkt.8.
13. On or about June 10, 2022, the waiver of service returned unexecuted by the United States Marshals Service as to Defendant Discover Bank. Dkt.9.
14. On or about July 15, 2022, the summons returned executed by the United States Marshals Service as to Defendant Discover Financial Services, Inc., dated July 13, 2022; and Defendant Discover Financial Services, Inc. must answer pro se Plaintiff Jerico Matias Cruz before or on July 13, 2022. Dkt.10.
15. On or about August 3, 2022, Defendant Discover Financial Services, Inc. electronically files a first motion for extension of time to file a responsive pleading. Dkt.11.
16. On or about August 3, 2022, Defendant Discover Financial Services, Inc.'s Corporate Disclosure Statement, as required by Fed. R. Civ. R. 7.1., and

Notifications as to Defendant Discover Financial Services, Inc.'s Affiliates are electronically filed, as required by L.R. 3.2. Dkt.12.

17. On or about August 3, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants Defendant Discover Financial Services, Inc.'s motion for extension of time to file a responsive pleading; allows Defendant Discover Financial Services, Inc. to answer or otherwise plead to pro se Plaintiff Jerico Matias Cruz's breach of contract complaint before or on August 31, 2022; and the deadline of the Joint Status Report is extended until August 17, 2022. Dkt.13.

18. On or about August 30, 2022, Defendant Discover Financial Services, Inc. electronically files a second motion for extension of time to file a responsive pleading. Dkt.14.

19. On or about August 31, 2022, Honorable Thomas M. Durkin grants Defendant Discover Financial Services, Inc.'s second motion for extension of time to file a responsive pleading; allows Defendant Discover Financial Services, Inc. to answer or otherwise plead to pro se Plaintiff Jerico Matias Cruz's breach of contract complaint before or on September 7, 2022; and the deadline for the Joint Status Report is extended until September 21, 2022. Dkt.15.

20. On or about August 31, 2022, Defendant Discover Bank's legal counsel files an appearance. Dkt.16.

21. On or about August 31, 2022, Defendants Discover Financial Services, Inc. et al. electronically and jointly file a motion to dismiss for failure to state a claim. Dkt.17.
22. On or about August 31, 2022, Honorable Thomas M. Durkin, Judge, Presiding, enters a court order for pro se Plaintiff Jerico Matias Cruz to file a response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss before or on September 30, 2022; and Defendants Discover Financial Services, Inc. et al.'s reply is due before or on October 14, 2022. Dkt.18.
23. On or about September 21, 2022, Defendants Discover Financial Services, Inc. et al. electronically and jointly file their Status Report. Dkt.19.
24. On or about September 22, 2022, Honorable Thomas M. Durkin enters a court order to direct all parties involved with this civil case that no further status reports should be filed and a discovery schedule will not be set until briefing on the motion to dismiss is complete; and pro se Plaintiff Jerico Matias Cruz's failure to file a response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss may result to case dismissal. Dkt.20.
25. On or about September 22, 2022, pro se Plaintiff Jerico Matias Cruz electronically files a first motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.21.

26. On or about September 22, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants pro se Plaintiff Jerico Matias Cruz's first motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss; extends the time for pro se Plaintiff Jerico Matias Cruz to respond before or on October 21, 2022; Defendants Discover Financial Services, Inc.'s reply is due before or on November 4, 2022; directs pro se Plaintiff Jerico Matias Cruz to provide his current physical address and contact information to Defendants Discover Financial Services, Inc. et al.; and informs pro se Plaintiff Jerico Matias Cruz's hardship claim has limited weight in this civil case. Dkt.23.
27. On or about October 24, 2022, pro se Plaintiff Jerico Matias Cruz electronically files a second motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.24.
28. On or about October 25, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants pro se Plaintiff Jerico Matias Cruz's second motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss; extends the time for pro se Plaintiff Jerico Matias Cruz to respond before or on November 22, 2022; and Defendants Discover Financial Services, Inc.'s reply is due before or on December 6, 2022. Dkt.26.

29. On or about November 23, 2022, pro se Plaintiff Jerico Matias Cruz electronically files a third motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.27.
30. On or about November 28, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants pro se Plaintiff Jerico Matias Cruz's third motion for extension of time to respond to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss; extends the time for pro se Plaintiff Jerico Matias Cruz to respond before or on December 23, 2022; and Defendants Discover Financial Services, Inc.'s reply is due before or on January 6, 2022. Dkt.29.
31. On or about November 29, 2022, Defendants Discover Financial Services, Inc. et al. electronically file a motion for extension of time to reply to pro se Plaintiff Jerico Matias Cruz's response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.30.
32. On or about November 30, 2022, Honorable Thomas M. Durkin, Judge, Presiding, grants Defendants Discover Financial Services, Inc. et al.'s motion for extension of time to reply to pro se Plaintiff Jerico Matias Cruz's response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss before or on January 20, 2023. Dkt.31.

33. On or about November 30, 2022, pro se Plaintiff Jerico Matias Cruz electronically files a motion for summary judgment with attached document of supporting memorandum of law. Dkt.32.
34. On or about December 1, 2022, Honorable Thomas M. Durkin, Judge, Presiding, denies pro se Plaintiff Jerico Matias Cruz's motion for summary judgment without prejudice and directs pro se Plaintiff Jerico Matias Cruz to file response to Defendants Discover Financial Services Inc. et al.'s motion to dismiss before or on December 23, 2022. Dkt.34.
35. On or about December 29, 2022, all parties involved must file a statement to identify all affiliates related to this civil case pursuant to L.R. 3.2. Dkt.35.
36. On or about January 18, 2023, Honorable Thomas M. Durkin, Judge, Presiding, enters a court order directs and provides an opportunity for pro se Plaintiff Jerico Matias Cruz to file a response to Defendants Discover Financial Services, Inc. et al. before or on February 1, 2023; and pro se Plaintiff Jerico Matias Cruz's failure to file a response on time will Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.36.
37. On or about February 1, 2023, pro se Plaintiff Jerico Matias Cruz electronically files a response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss. Dkt.38.

38. On or about February 2, 2023, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division issues a notice of correction, pertaining to pro se Plaintiff Jerico Matias Cruz's motion for continuance to respond, dated February 1, 2023. Dkt. Dkt.40.
39. On or about February 13, 2023, Defendants Discover Financial Services, Inc. et al.'s reply to pro se Plaintiff Jerico Matias Cruz's response to Defendants Discover Financial Services, Inc. et al.'s motion to dismiss for failure to state a claim. Dkt.41.
40. On or about June 27, 2023, the Executive Committee enters an order for the random reassignment of civil cases to a new district judge named Honorable Jeremy C. Daniel, Judge, Presiding, including pro se Plaintiff Jerico Matias Cruz's breach of contract complaint against Defendants Discover Financial Services, Inc. et al.; the Executives Committee directs all parties involved with random reassignment of civil cases to thoroughly review the Honorable Jeremy C. Daniel's website for further instructions from his standing order and future civil proceedings of randomly reassigned civil cases; and Honorable Thomas M. Durkin, Judge, Presiding, is no longer involved with this civil case upon reassignment to the Honorable Jeremy C. Daniel, Judge, Presiding. Dkt.42.
41. On or about August 28, 2023, Honorable Jeremy C. Daniel, Judge, Presiding, grants Defendants Discover Financial Services, Inc. et al.'s motion to dismiss for

failure to state a claim under the provisions of Federal Rules of Civil Procedure and allows pro se Plaintiff Jerico Matias Cruz to file his first amended complaint within twenty-eight (28) days.

42. On or about October 2, 2023, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, accepts in-person filings of pro se Plaintiff Jerico Matias Cruz's emergency motion pursuant to Fed. R. Civ. P. 7(b).

43. On or about October 2, 2023, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, accepts the in-person filings of pro se Plaintiff Jerico Matias Cruz's motion for extension of time to file a first amended complaint pursuant to Fed. R. Civ. P. 6(b)(1)(A).

44. On or about October 2, 2023, the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, accepts the in-person filings of pro se Plaintiff Jerico Matias Cruz's first amended complaint pursuant to Discover It's Acceptance of the Card Agreement, 12 CFR Sections 1002.1 et seq., and 15 U.S. Code Sections 1691 et seq.

45. On or about October 6, 2023, Defendants Discover Financial Services, Inc. et al electronically file a response to notice of emergency motion pursuant to Fed. R. Civ. P. 7(b) (D.E. 51, 52, 53, the "Emergency Motion").

46. On or about October 10, 2023 at 9:30 AM CST, there is a scheduled telephonic hearing in the courtroom 1419 with all parties involved with this federal civil

case; Honorable Jeremy C. Daniel, Judge, Presiding, denies pro se Plaintiff Jerico Matias Cruz's emergency motion, but grants pro se Plaintiff Jerico Matias Cruz's motion for extension of time to file a first amended complaint; Honorable Jeremy C. Daniel, Judge, Presiding, dismisses without prejudice the first amended complaint, and directs pro se Plaintiff Jerico Matias Cruz to file a second amended complaint before or on November 11, 2023; and there will be no extension of time for the second amended complaint.

STANDARD OF REVIEW

47. The United States District Court for the Northern District of Illinois, Eastern Division operates under the United States Constitution, the United States Code, Code of Federal Regulations, Public Laws, the United States President's Executive Orders, the United States Supreme Court Rules, and Federal Rules of Evidence.
48. Civil proceeding enacted upon the codified rules of Federal Rules of Civil Procedure. *See Clark and Moore, A New Federal Civil Procedure-I. The Background.* 44 Yale L.J. 387, 391, (1935). (28 U.S. Code Sections 723(b), 723(c), 1343, 1367, and 2072)
49. Civil proceedings also follow the codified rules of Local Rules of the United States District Court for the Northern District of Illinois.

50. The United States District Court for the Northern District of Illinois, Eastern Division adjudicates prima facie evidence and material facts in accordance with pro se Plaintiff Jerico Matias Cruz's first amended complaint. Defendants Discover Financial Services, Inc. et al. shall be held accountable to answer pro se Plaintiff Jerico Matias Cruz's first amended complaint after issuance of summons within twenty-one (21) days, excluding federal legal holidays. Any responsive federal civil statutes or laws should be applied when the United States District Court for the Northern District of Illinois cross-examines prima facie evidence and material facts by following Federal Rules of Civil Procedure, Federal Rules of Evidence, and Local Rules of the United States District Court for the Northern District of Illinois, Eastern Division during the civil proceedings.

51. Pursuant to Federal Rules of Civil Procedure and Local Rules of the United States District Court for the Northern District of Illinois, Eastern Division, pro se Plaintiff Jerico Matias Cruz's first amended complaint follows the codified rules of the Federal Rules of Civil Procedure and Local Rules of the United States District Court for the Northern District of Illinois, Eastern Division when adjudicating the United States District Court for the Northern District of Illinois, Eastern Division's federal civil cases, which include federal civil cases under 28 U.S. Code Section 4101(1).

52. Pro Se Plaintiff Jerico Matias Cruz's first amended complaint is filed on proper venue.

53. Pro Se Plaintiff Jerico Matias Cruz's first amended complaint is lawfully dealt with subject matter jurisdiction and personal jurisdiction pursuant to 28 U.S. Code Section 1331 and 1343, and 28 U.S. Code Section 4101(1).

54. Pro Se Plaintiff Jerico Matias Cruz's first amended complaint is constructed simply and conservatively, which is guided by the Federal Rules of Civil Procedure and Local Rules of the United States District Court for the Northern District of Illinois.

55. Pro Se Plaintiff Jerico Matias Cruz's first amended complaint enumerates a list of material facts that have been photographed, photocopied, audio recorded, and/or video recorded, and such that prima facie evidence and material facts from pro se Plaintiff Jerico Matias Cruz's Exhibits of the original complaint and first amended complaint.

56. Further, pro se Plaintiff Jerico Matias Cruz's first amended complaint will be reviewed under the provisions of the Equal Credit Opportunity Act (Regulation B), 12 CFR Section 1002.1 et seq. and Equal Credit Opportunity Act, 15 U.S. Code Sections 1691 et seq.

ARGUMENT

I. Pursuant to the Acceptance of Card Agreement, Discover Financial Services, Inc., et al. breach the card agreement after 30 days of acceptance of the offer and activating the account number ending 6251 named Discover It of pro se Plaintiff Jerico Matias Cruz, dated January 26, 2022.

57. Defendants Discover Financial Services, Inc. et al. close the account number ending 6251, dated March 31, 2022, after thirty (30) days acceptance of the card agreement of pro se Plaintiff Jerico Matias Cruz. Dkt.1. Defendants Discover Financial Services, Inc. et al. close the account number ending 6251 without authorization or consent from pro se Plaintiff Jerico Matias Cruz after activating the credit card account, dated January 26, 2022. Dkt.1. The late notification received by pro se Plaintiff Jerico Matias Cruz, dated April 29, 2022 but the letter is received after April 29, 2022, is more than thirty (30) days, as required by 12 CFR Section 1002.9(a)(1). Dkt.1. However, Defendants Discover Financial Services, Inc. et al. still breach the card agreement even though pro se Plaintiff Jerico Matias Cruz is notified on-time or not, as stated in the 30-day acceptance of the offer of the card agreement. Dkt.1.

“You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the ‘Arbitration Disputes’ section as explained in that section.” Discover it’s Acceptance of Card Agreement.

II. Pursuant to 12 CFR Section 1002.2(r), Pro Se Plaintiff Jerico Matias Cruz is “good faith,” as required by 15 U.S. Code Section 1691(a)(3), to receive, activate and use his newly approved Discover Personal Credit Card.

58. Pro Se Plaintiff Jerico Matias Cruz applies for Discover Personal Credit Card, also known as Discover it, with \$1,500.00 credit line, dated January 12, 2022, and receives credit approval from Defendants Discover Financial Services Inc. through online application via Defendants Discover Financial Services, Inc.’s website, dated January 26, 2022. Dkt.1. On January 12, 2022, Defendants Discover Financial Services Inc. et al. pulled a credit file of pro se Plaintiff Jerico Matias Cruz to perform a hard inquiry. Therefore, pro se Plaintiff Jerico Matias Cruz enters his personal identifiable information or private information in good faith, as required by 15 U.S. Code Section 1691(a)(3), upon approving his Discover Personal Credit Card with credit line of \$1,500.00, including a paper disclosure form upon receiving his newly inactivated credit card, dated January 26, 2022, as required by 12 CFR Section 1002.4(d)(1), pursuant to 12 CFR 1002.2(r).

“Good faith means honesty in fact in the conduct or transaction.” 12 CFR 1002.2(r).

III. Pursuant to 12 CFR Section 1002.2(t), Defendants Discover Financial Services, Inc. et al. use “judgmental system of evaluating applicants” to determine the

creditworthiness of pro se Plaintiff Jerico Matias Cruz upon entering his personal identifiable information or private information and prior to credit approval.

59. Defendants Discover Financial Services, Inc. et al. process pro se Plaintiff Jerico Matias Cruz's online application upon receiving it, dated January 12, 2022, and use judgmental system of evaluating applicants' creditworthiness prior to the credit approval of pro se Plaintiff Jerico Matias Cruz's Discover Personal Credit Card, dated January 12, 2022. Dkt.1. Defendants Discover Financial Services, Inc. et al. also use three credit reporting agencies, such as TransUnion, Experian and Equifax, dated January 25, 2022, to determine pro se Plaintiff Jerico Matias Cruz's credit score, which is 721, as of October 22, 2021. Dkt.1. Pro Se Plaintiff Jerico Matias Cruz has not received a notification, as required by 12 CFR Section 1002.9(a)(1) and (2), about a transactional error or mistake, or computer glitch upon receiving his online application and upon approving his Discover Personal Credit Card, utilizing the judgmental system of evaluating applicants' creditworthiness pursuant to 12 CFR Section 1002.2(t).

“Judgmental system of evaluating applicants means any system for evaluating the creditworthiness of an applicant other than empirically derived, demonstrably and statistically sound, credit scoring system.” 12 CFR Section 1002.2(t).

IV. Pursuant to 12 CFR Section 1002.4(a), Defendants Discover Financial

Services, Inc. et al. discriminate pro se Plaintiff Jerico Matias Cruz based on protected or prohibited bases, as required by 15 U.S. Code Section 1691(a).

60. Defendants Discover Financial Services, Inc. et al. discriminate pro se Plaintiff Jerico Matias Cruz as an applicant for Discover Personal Credit Card upon approving, dated January 25, 2022, and activating his credit card, dated January 26, 2022, that is sent and mailed via United States Postal Service, dated January 26, 2022. Dkt.1. On March 31, 2022, Defendants Discover Financial Services, Inc. et al. have violated one of the general rules of a creditor in particular with the protected or prohibited bases, such as race, color, religion, national origin, sex or marital status, or age, given by the fact that pro se Plaintiff Jerico Matias Cruz has a capacity to bind into a written agreement or electronic written agreement, dated January 26, 2022, as required by 15 U.S. Code Section 1691(a), pursuant to 12 CFR Section 1002.4(a). Therefore, Defendants Discover Financial Services, Inc. et al. cannot reverse the approval of pro se Plaintiff Jerico Matias Cruz's Discover Personal Credit Card only if there is anomaly, such as transactional error or mistake, or missteps prior to credit approval and after sending the credit card for activation in which it is impossible for pro se Plaintiff Jerico Matias Cruz to comprehend, whether a transactional error or mistake, or missteps prior to credit approval and after send the credit card for activation has occurred, or a

computer glitch has happened during the approval process. Transaction error and computer glitch are not the bases of unlawfully closing pro se Plaintiff Jerico Matias Cruz's Discover Personal Credit Card without prior authorization or consent, or otherwise Defendants Discover Financial Services, Inc. et al. are unlawfully breaching the binding agreement, which have led to discriminate against pro se Plaintiff Jerico Matias Cruz's protected or prohibited bases, as required by 15 U.S. Code Section 1691(a).

"A creditor shall not discriminate against an applicant on a prohibited basis regarding any aspect of a credit transaction." 12 CFR Section 1002.4(a).

V. Pursuant to 12 CFR Section 1002.9(a)(2), Defendants Discover Financial Services, Inc, et al. use electronic message in accordance with the phone conversation's records instead of the United States Postal Service mail or letter upon closing pro se Plaintiff Jerico Matias Cruz's credit card account, dated March 31, 2022, within thirty (30) days.

61. Defendants Discover Financial Services, Inc. et al. use electronic message or Email to send adverse action taken into pro se Plaintiff Jerico Matias Cruz's Discover Personal Credit Card upon activating it on January 26, 2022. Per conversation on the phone with Defendants Discover Financial Services, Inc. et al., pro se Plaintiff Jerico Matias Cruz discovers that Defendants Discover Financial Services, Inc. et al. send electronic message or Email to notify pro se

Plaintiff Jerico Matias Cruz about closing his newly activated Discover Personal Credit Card without authorization or consent, dated March 31, 2022, upon acceptance of the card agreement after thirty (30) days. In accordance with the acceptance of the card agreement received by United States Postal Service mail, dated January 26, 2022, Defendants Discover Financial Services, Inc. et al. state, “You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the ‘Arbitration Disputes’ section as explained in that section.” Dkt.1. Unauthorized closure of a credit account or credit number ending in 6251 is a breach of contract against Defendants Discover Financial Services, Inc. et al. in March 31, 2022 without notifying pro se Plaintiff Jerico Matias Cruz about the closure of his credit account within thirty (30) days. Pro Se Plaintiff Jerico Matias Cruz never receives the electronic message or Email when Defendants Discover Financial Services, Inc. et al. mention the notification of electronic message or email via i*****f*n@protonmail.com during the phone conversation. In addition, Defendants Discover Financial Services, Inc. et al.’s electronic message or Email violates Section 1002.9(a)(2) of the Equal Credit Opportunity Act (Regulation). However, Defendants Discover Financial Services, Inc. et al. send an actual letter via United States Postal Service mail, informing pro se Plaintiff Jerico Matias

Cruz about closure of his credit account, dated April 29, 2022 but the letter is received after April 29, 2022. Dkt.1. Therefore, Defendants Discover Financial Services, Inc. et al. has a duty of care or obligation to send notification via United States Postal Service mail or letter on-time to resolve the issues that may have occurred between January 26, 2022 and March 31, 2022.

“A notification given to an applicant when adverse action is taken shall be in writing and shall contain a statement of the action taken; the name and address of the creditor; a statement of the provisions of section 701(a) of the Act; the name and address of the Federal agency that administers compliance with respect to the creditor; and either...” 12 CFR Section 1002.9(a)(2).

VI. Pursuant to the Acceptance of Card Agreement, Discover Financial Services, Inc., et al. breaches the card agreement after 30 days of acceptance of the offer and activating the account number ending 6251 named Discover it of pro se Plaintiff Jerico Matias Cruz, dated January 26, 2022.

62. Defendants Discover Financial Services, Inc. et al. close the account number ending 6251, dated March 31, 2022, after thirty (30) days acceptance of the card agreement of pro se Plaintiff Jerico Matias Cruz. Dkt.1. Defendants Discover Financial Services, Inc. et al. close the account number ending 6251 without authorization or consent from pro se Plaintiff Jerico Matias Cruz after activating the credit card account, dated January 26, 2022. Dkt.1. The late notification received by pro se Plaintiff Jerico Matias Cruz, dated April 29, 2022 but the letter

is received after April 29, 2022, is more than thirty (30) days, as required by 12 CFR Section 1002.9(a)(1). Dkt.1. However, Defendants Discover Financial Services, Inc. et al. still breach the card agreement even though pro se Plaintiff Jerico Matias Cruz is notified on-time or not, as stated in the 30-day acceptance of the offer of the card agreement. Dkt.1.

“You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the ‘Arbitration Disputes’ section as explained in that section.” Discover It’s Acceptance of Card Agreement.

VII. Pursuant to 15 U.S Section 1691(a)(1), Defendants Discover Financial

Services, Inc. unlawfully discriminate pro se Plaintiff Jerico Matias Cruz upon closing his approved and activated Discover It’s Personal Credit Card without prior authorization or proper consent or informed consent or just cause based on the grounds of race, color, religion, national origin, sex or marital status, or age, providing that pro se Plaintiff Jerico Matias Cruz has the capacity to enter into a written contract.

63. Defendants Discover Financial Services, Inc. et al. unlawfully discriminate pro se Plaintiff Jerico Matias Cruz, who has a capacity to enter and sign a written and/or express contract, upon closing his approved and activated Discover It’s Personal Credit Card without prior authorization or proper consent or informed consent or just cause based on the grounds of race, color, religion, national

origin, sex, or marital status, or age. Pro Se Plaintiff Jerico Matias Cruz activates his approved Discover It's Personal Credit Card upon receiving it from Defendants Discover Financial Services Inc. et al. via United States Postal Service mail. A few months later, Defendants Discover Financial Services, Inc. et al. automatically close Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz without authorization or proper consent or informed consent or just cause. Therefore, Defendants Discover Financial Service, Inc. et al. breach the card agreement after 30 days of acceptance of the offer and activating the account number ending 6251 named Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz, dated January 26, 2022, based on the grounds of race, color, religion, national origin, sex or marital status, or age, pursuant to 15 U.S. Code Section 1691(a)(1).

“It shall be unlawful for any creditor to discriminate against any applicant, with respect to any aspect of a credit transactions—on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract)....” 15 U.S. Code Section 1691(a)(1).

A. Race

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.

- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's race during the pre-approval process of Discover It's Personal Credit Card.
- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's race or racial background.
- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on racial discrimination.

B. Skin Color

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.

- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's skin color during the pre-approval process of Discover It's Personal Credit Card.
- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's skin color.
- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on skin or skin color discrimination.

C. Religion

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.
- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's

religion during the pre-approval process of Discover It's Personal Credit Card.

- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's religion.
- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on religion or religious discrimination.

D. National Origin

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.
- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's national origin during the pre-approval process of Discover It's Personal Credit Card.

- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's national origin.
- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on national origin discrimination.

E. Sex

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.
- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's sex during the pre-approval process of Discover It's Personal Credit Card.
- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated

Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's sex.

- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on sex discrimination.

F. Marital Status

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.
- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's marital status during the pre-approval process of Discover It's Personal Credit Card.
- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's marital status.

- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on marital status discrimination.

G. Age

- i. Defendants Discover Financial Services, Inc. et al. already approved the Discover It's Personal Credit Card of pro se Plaintiff Jerico Matias Cruz.
- ii. Defendants Discover Financial Services, Inc. et al. did not ask or require pro se Plaintiff Jerico Matias Cruz's age during the pre-approval process of Discover It's Personal Credit Card. However, pro se Plaintiff Jerico Matias Cruz is required to include his birthdate during the pre-approval process in which Defendants Discover Financial Services, Inc. et al. can compute and determine pro se Plaintiff Jerico Matias Cruz's age.

- iii. Defendants Discover Financial Services, Inc. et al. cannot terminate or close the approved and activated Discover It's Personal Credit Card based on pro se Plaintiff Jerico Matias Cruz's age.
- iv. However, Defendants Discover Financial Services, Inc. et al. are still liable for terminating or closing an approved and activated Discover It's Personal Credit Card based on Cardmember Agreement, which is a breach of contract, and not based on age discrimination.

CONCLUSION

WHEREFORE, pro se Plaintiff Jerico Matias Cruz prays to the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division and the Honorable Jeremy C. Daniel, Judge, Presiding, to grant pro se Plaintiff Jerico Matias Cruz's second amended complaint pursuant to Discover it's Acceptance of the Card Agreement; 12 CFR Sections 1002.2(r), 1002.2(t), 1002.4(a), and 1002.9(a)(2); 15 U.S. Code Section 1691(a)(1); and to enter a court order to grant the following relief:

- (1) Issue an order to reverse the decision to automatically close an approved and activated Discover It's Personal Credit Card with credit line of \$1,500.00 that is offered and agreed upon by Defendants Discover Financial Services, Inc. et al.;

- (2) Issue an order to free credit repair services to pro se Plaintiff Jerico Matias Cruz, which is paid by Defendants Discover Financial Services, Inc. et al.;
- (3) Issue an order to open a new Discover It's Personal Credit Card without hard inquiry on pro se Plaintiff Jerico Matias Cruz's credit file with three Credit Reporting Agencies and/or in exchange of automatically closed previously issues Discover It's Personal Credit Card to pro se Plaintiff Jerico Matias Cruz, or whichever satisfies the Cardmember Agreement;
- (4) Issue an order to donate ninety-five (95) percent (%) of \$20,000,000.00 monetary damages of Defendants Financial Services, Inc. et al. to non-for-profit organizations in the city of Chicago, which have been carefully hand-picked by pro se Plaintiff Jerico Matias Cruz upon completion of adjudicating this case;
- (5) Issue an order for punitive damages against Defendants Financial Services, Inc. et al.;
- (6) Issue an order for a permanent injunction against Defendants Discover Financial Services, Inc. et al. upon completion of adjudicating this civil case; and
- (7) Issue an order for such declaratory, or other relief as may be appropriate, including attorney's fees and any reasonable expense only if pro se Plaintiff Jerico Matias Cruz allows to be represented by a third-party law firm or independent attorney for this specific case.

I, pro se Plaintiff Jerico Matias Cruz, declare under the penalty of perjury the foregoing is true and correct.

Dated: October 31, 2023

Respectfully Submitted by,

/s/ Jerico Matias Cruz
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