

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

JUL 23 2018

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

JAMES W. McCORMACK, CLERK
By: [Signature]
DEP CLERK

CHERYL BAKER,)
individually and on behalf of all others)
similarly situated,)

Plaintiff))

Case No. 4:18-cv- 473-SWW

v.)

WAKEFIELD & ASSOCIATES, INC.,)
a Colorado Corporation,)

Defendant))

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Cheryl Baker, individually and on behalf of all others similarly situated (hereinafter "Baker"), by and through her undersigned counsel, GIBSON & KEITH, PLLC, states and alleges against Defendant Wakefield & Associates, Inc. (hereinafter "Wakefield) as follows:

NATURE OF ACTION

1. This is an action on Baker's own behalf and for all others similarly situated for damages and declaratory and injunctive relief arising from the defendant's violations of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

2. This Court has original jurisdiction under 28 U.S.C. § 2201(a), 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

**This case assigned to District Judge Wright
and to Magistrate Judge Harris**

3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where a substantial part of the events giving rise to the claim occurred, and where the Defendant has transacted business in this district.

4. At all relevant times, Defendant conducted business in the State of Arkansas.

5. There exists an actual controversy between parties of sufficient immediacy and reality to warrant issuance of declaratory judgment, in that Baker and others similarly situated are at immediate risk of suffering irreparable harm from Wakefield's debt collection practices.

PARTIES

6. Baker, individually and as representative of the proposed Class, is a citizen of the State of Arkansas, County of Van Buren, and City of Clinton.

7. Baker is a "consumer" as defined by 15 U.S.C. § 1692a(3), in that she is a natural person allegedly obligated to pay a debt owed or due, or asserted to be owed or due a creditor other than Wakefield.

8. Wakefield is a Colorado corporation with its principal place of business in Arapahoe County, Colorado, doing business in the State of Arkansas and subject to service of process by its registered agent with the Arkansas Secretary of State's office, namely InCorp Services, Inc., at 4250 Venetian Lane, Fayetteville, AR 72703.

9. Wakefield is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a "debt" from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

10. Wakefield is a "debt collector" as defined by 15 U.S.C. § 1692a(6), in that it uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which

is the collection of any debts, and/or regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

11. Plaintiff brings this action on behalf of herself and all other similarly situated individuals in the United States as a Class Action.

FACTS

12. On May 30, 2017, Baker was injured in a motor vehicle accident in Van Buren County, Arkansas.

13. After being delivered to Ozark Medical Health Center in Clinton, Arkansas by first responders on the ground, she was then transported to UAMS by an emergency air ambulance provider, namely Air Evac EMS, Inc (hereinafter "Air Evac").

14. Air Evac is an "air carrier" as defined by the Airline Deregulation Act of 1978 (hereinafter "ADA"), 49 U.S.C. § 40102(a)(2).

15. Baker did not make the decision to be transported to UAMS by Air Evac; rather, on information and belief, it was the first responders who contacted Air Evac for air ambulance transportation.

16. At the time of transport, Baker did not sign any agreements with Air Evac for her transport to UAMS, nor was she was advised of the price to be charged by Air Evac for her emergency transportation, nor was she provided with an objective mechanism for determining such price.

17. There is no written, oral, or implied-in-fact contract between Baker and Air Evac for Baker to pay interest on Air Evac's charges.

18. On or about November 2, 2017, over five months after her accident, Baker received an account statement from Air Evac revealing that she had been charged \$41,997.57 for Air Evac's emergency air ambulance transportation.

19. Baker never agreed to pay \$41,997.57 for Air Evac's emergency services and disputed the validity of her alleged debt.

20. On January 15, 2018, after receiving \$10,000 in payments from Baker's insurers, Arkansas Blue Cross Blue Shield and Arkansas Farm Bureau Insurance Company, Air Evac sent Baker a demand letter for payment of the \$31,997.57 balance on her disputed account.

21. Air Evac's account statement did not assert an interest charge to Baker on her alleged debt to Air Evac, nor did it ever indicate an intent to charge interest, nor did it ever assert a lawful basis to charge such interest.

22. On information and belief, Air Evac placed Baker's account with Wakefield for collection on February 14, 2018.

23. Via its initial demand letter dated February 19, 2018 (copy attached hereto as **Exhibit 1**), Wakefield contacted Baker in an attempt to collect the debt she allegedly owed to Air Evac for her transport to UAMS. In the letter, Wakefield represented Baker's alleged debt to include interest of \$336.63, accruing at a rate of 6%, and which further represented that "[b]ecause of interest which accrues at the rate listed in the account detail below, the amount due on the day you pay may be greater."

24. Baker disputed the validity of the alleged debt and requested verification of it from Wakefield.

25. Via letter correspondence dated March 26, 2018 responding to Baker's request for verification of the debt (copy attached hereto as **Exhibit 2**), Wakefield provided Baker's account

detail on its own letterhead indicating that the interest accrued on Baker's account equaled \$547.02 and that the account was placed for collection on February 14, 2018.

26. **Exhibit 2** did not indicate the rate at which interest accrued but based on the information extrapolated from **Exhibits 1 and 2**, Wakefield falsely, deceptively, and misleadingly represented the rate of interest, the amount of accrued interest, and/or the date of accrual of interest.

27. On information and belief, due to Wakefield's false, deceptive, and misleading representations that Air Evac's patients owe interest, Wakefield has unlawfully collected and applied payments from some such patients toward unauthorized interest charges.

COUNT I
Declaratory Judgment

28. Plaintiff incorporates the preceding allegations of her Class Action Complaint by reference.

29. Wakefield is not entitled to collect more from Baker than Air Evac, the original creditor, is entitled to collect from her itself.

30. Wakefield is not entitled to collect interest from Baker on a contractual basis, because there is no agreement between Baker and Air Evac for the payment of interest.

31. Wakefield is also not entitled to collect interest based on any state law default interest provisions because such are preempted from application by the ADA. *See* 49 U.S.C. § 41713(b)(1); see also *Am. Airlines, Inc. v. Wolens*, 513 U.S. 219 (1995) (The exception to ADA preemption relative to contract matters is limited to enforcing "the parties' bargain, with no enlargement or enhancement based on state laws or policies external to the agreement." 513 U.S. at 233).

32. Default interest rates established by state law relate to the rates charged by Air Evac for its emergency air ambulance transportation, in that they represent an enlargement or enhancement of the parties' bargain based on state laws or policies external to the agreement.

33. This Court should declare:

A. That there is no contractual basis for Wakefield to collect interest from Baker and similarly situated persons for emergency air ambulance transportation provided by Air Evac;

B. That default interest rates established by state law, as applied to emergency air ambulance transportation, are preempted by 49 U.S.C. § 41713(b)(1); and

C. That Wakefield has no right to collect or attempt to collect interest from Baker and similarly situated persons for emergency air ambulance transportation provided by Air Evac based on a default interest rate established by state law.

34. The Court should permanently enjoin Wakefield from collecting or attempting to collect interest from Baker and similarly situated persons for emergency air ambulance transportation provided by Air Evac absent an agreement between such persons and Air Evac for the payment of interest.

COUNT II
Violation of 15 U.S.C. §§ 1692e and 1692f
False Representation -Right to Collect Interest

35. Baker incorporates the preceding allegations of her Class Action Complaint by reference.

36. There is no agreement between Baker and Air Evac for Baker to pay interest.

37. The ADA preempts Wakefield from using a default interest rate established by state law when collecting on Air Evac's accounts for emergency air ambulance transportation.

38. Wakefield has attempted to collect unauthorized interest from Baker and similarly situated persons on the account of Air Evac.

39. Wakefield falsely represented the character and amount of Baker's alleged consumer debt to including unauthorized interest, in violation of 15 U.S.C. §1692e(2)(A).

40. On information and belief, Wakefield has also collected interest not expressly authorized by the Air Evac's agreement with its patients nor permitted by law, in violation of 15 U.S.C., § 1692f(1).

41. Pursuant to 15 U.S.C. § 1692k(a), Baker and the Class Members are entitled to an award of actual damages, statutory damages, court costs, and a reasonable attorney's fee.

COUNT III
Violation of 15 U.S.C. §§ 1692e and 1692g
Amount of Interest

42. Baker incorporates the preceding allegations of her Class Action Complaint by reference.

43. Wakefield's representations in **Exhibits 1 and 2** are ambiguous and fail to provide information that would allow the least sophisticated consumer to determine the amount of interest allegedly owed at any given moment in the future. For example:

A. On **Exhibit 1**, Wakefield's initial demand letter to Baker, Wakefield fails to indicate the date when interest started to accrue.

B. On **Exhibit 2**, Wakefield's response to Baker's request for verification of the alleged debt, Wakefield fails to indicate the date when interest started to accrue and the alleged applicable rate of interest accruing on her alleged principal balance.

C. **Exhibit 2** also deceptively represents that interest started accruing on the date placed with Wakefield for collection, and when combined with Wakefield's failure to

state the rate of interest, deceives and misleads consumers to believe that interest is accruing at a higher rate than it actually accrues.

D. For example, in Baker's case, Wakefield falsely, deceptively and misleadingly represented that her account accrued \$547.02 in interest from February 14, 2018, to March 26, 2018 – which extrapolates to over 15% interest per annum.

44. Based on the information provided by Wakefield, the least sophisticated consumer would not be able to determine the amount of the debt allegedly owed at any given time.

45. Because of the aforementioned acts and omissions, Wakefield has failed to notify Baker of the amount of the alleged debt, in violation of 15 U.S.C. 1692g; falsely and deceptively represented the character and amount of Baker's alleged debt, in violation of 15 U.S.C. 1692e(2)(A); and used false representations and deceptive means to collect or attempt to collect Baker's alleged debt, in violation of 15 U.S.C. § 1692e(10).

46. Pursuant to 15 U.S.C. § 1692k(a), Baker and the Class Members are entitled to an award of actual damages, statutory damages, court costs, and a reasonable attorney's fee.

CLASS ACTION ALLEGATIONS

47. Plaintiff incorporates the preceding allegations of her Class Action Complaint by reference.

48. Plaintiff brings this action on behalf of herself and as representative of a proposed class pursuant to Rule 23(b)(1)-(3) of the Federal Rules of Civil Procedure, on behalf of:

A. all consumers¹ in the United States from whom Wakefield has collected or attempted to collect interest on a consumer debt, either on the account of Air Evac or on the account of its assignees or successors in interest, for emergency air ambulance transportation, and who did not expressly agree with Air Evac to pay interest on such a debt, from one year before the date of this Complaint to the present; and

B. All consumers in the United States from whom Wakefield has collected or attempted to collect interest on a consumer debt, either on the account of Air Evac or on the account of its assignees or successors in interest, for emergency air ambulance transportation and who received a communication that falsely indicates, inconsistently indicates, or fails to indicate either the applicable interest rate, the amount of interest accrued, or the date of accrual of interest, from one year before the date of this Complaint to the present.

49. The members of the Class are capable of being described particularly without managerial or administrative difficulties. The members of the class are readily identifiable from the information and records in possession or control of Wakefield.

50. Air Evac claims that it operates more than 130 air medical bases across 15 states, using an air ambulance fleet of 150 helicopters. On information and belief, Wakefield performs a substantial portion of debt collection work on Air Evac's accounts. Given the lack of transparency in both the air ambulance industry and the debt collection industry, it's impossible to accurately

¹ As referred to in this section, "consumer" includes the consumer's spouse, parent (if the consumer is a minor), guardian, executor, or administrator, so long as he or she is allegedly obligated to pay the debt.

estimate the number of Class Members with a high degree of precision. However, based on the information available, Plaintiff conservatively estimates the Class consists of at least 100 individual members, and possibly hundreds more, and is, therefore, so numerous that individual joinder of all members is impractical.

51. There are questions of law and fact common to the Class, and these questions predominate over any questions affecting only individual Class Members. Defendant has acted in a manner applicable to the Class as a whole; the only notable difference between the Class Member's claims is the exact amount of interest, if any, collected by Wakefield and recoverable by each Class Member for actual damages. The principal common issues include, but are not limited to, the following:

A. Whether Air Evac entered into written, oral or implied-in-fact agreements with Baker or any Class Members that obligated them to pay interest;

B. Whether Wakefield collected or attempted to collect interest on Air Evac's accounts for emergency air ambulance transportation provided to Class Members using a default interest rate established by state law;

C. Whether default interest rates established by state law, as applied to emergency air ambulance transportation, are preempted by 49 U.S.C. § 41713(b)(1);

D. Whether Wakefield, a debt collector, has a right to collect or attempt to collect interest from Baker and the Class Members for emergency air ambulance transportation provided by Air Evac, an air carrier, based on a default interest rate established by state law;

E. Whether Wakefield should be enjoined from continuing its unlawful practice of collecting and attempting to collect interest on Air Evac's accounts based on a default interest rate established by state law;

F. Whether Wakefield violated the FDCPA by collecting or attempting to collect unlawful interest from Class Members for emergency air ambulance transportation provided by Air Evac based on a default interest rate established by state law;

G. Whether Wakefield made the same false, deceptive and misleading representations to Class Members, as it did to Baker in **Exhibits 1 and 2** regarding the rate of interest, the amount of accrued interest, and/or the date of accrual of interest; and

H. Whether Wakefield violated the FDCPA by making such representations regarding as to the rate of interest, the amount of interest accrued, and/or the date of accrual of interest.

52. Baker's claims are typical of those of the Class and are based on the same legal and factual theories as outlined above.

53. Baker will fairly and adequately represent and protect the interest of the interests of the members of the Class. Baker has no claims antagonistic to those of the Class. The management of the proposed class action is not extraordinarily difficult, and the factual and legal issues by this class action complaint will not require extended contact with the members of the Class, because Defendant's conduct was perpetrated on all members of the Class and will be established by common proof.

54. Moreover, Baker has retained counsel experienced in actions involving consumer protection laws and the Airline Deregulation Act. Undersigned counsel is committed to the vigorous prosecution of this case.

55. As to Baker's request for declaratory judgment regarding the application of the ADA's preemption clause to Wakefield's collection activity on Air Evac's accounts, Wakefield has acted on grounds generally applicable to the entire Class, thereby making final declaratory relief appropriate respecting the Class as a whole.

56. Certification of a Plaintiff Class is appropriate in that Plaintiff and the Class Members seek monetary damages, common questions of law and fact predominate over any individual questions, and a Plaintiff Class Action is superior for the fair and efficient adjudication of this controversy. A Plaintiff Class Action will cause an orderly and expeditious administration of the Class Members' claims. Economies of time, effort and expense will be fostered, and uniformity of decisions will be ensured by certification of the Class. Moreover, the individual Class Members are unlikely to be aware of their rights and are not in a financial position to commence individual litigation against Wakefield's vast resources.

57. Additionally, certification of a Plaintiff Class is appropriate in that inconsistent or varying adjudications with respect to individual members of the Class would establish incompatible standards of conduct for Wakefield. For example, if two or more federal district courts in separate circuits reach opposite conclusions on the preemption issue, the propriety of Wakefield's collection activities would remain in limbo until the U.S. Courts of Appeal or the U.S. Supreme Court resolved any split on the issue.

JURY DEMAND

58. Baker, on behalf of herself and all Class Members, demands a jury trial.

PRAYER FOR RELIEF

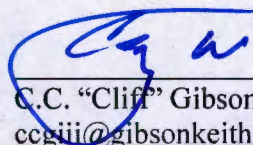
WHEREFORE, Plaintiff Cheryl Baker, individually and on behalf all Class Members, respectfully prays for Judgment against Defendant Wakefield & Associates, Inc. as follows:

- a. For an Order certifying that this action may be maintained as a Class Action and appointing Plaintiff and her counsel to represent the Class;
- b. For a declaration that Defendant has no contractual basis for charging Plaintiff and the Class Members interest;
- c. For a declaration that default interest rates established by state law, as applied to emergency air ambulance transportation, are preempted by 49 U.S.C. § 41713(b)(1);
- d. For a declaration that Defendant has no right to collect or attempt to collect interest from Plaintiff and the Class Members for emergency air ambulance transportation provided by Air Evac based on a default interest rate established by state law;
- e. For a permanent injunction prohibiting Defendant from collecting or attempting to collect interest from Baker and similarly situated persons for emergency air ambulance transportation provided by Air Evac absent an agreement between such persons and Air Evac for the payment of interest.
- f. For all actual damages and statutory damages to which Plaintiff and the Class Members are entitled under 15 U.S.C. § 1692k for Defendant's violations of the Fair Debt Collection Practices Act;
- g. For pre-judgment and post-judgment interest on all damages awarded at the highest rates provided by applicable law;
- h. For an award to Plaintiff and the Class Members of their reasonable attorneys' fees.
- i. For an award to Plaintiff and the Class Members of their costs and expenses of this action; and
- j. For such other and further relief as the Court may deem necessary and proper.

RESPECTFULLY SUBMITTED,

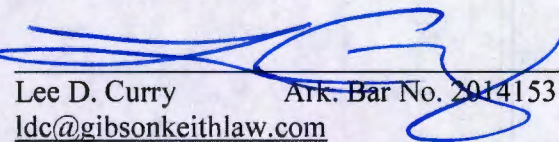
GIBSON & KEITH, PLLC
Attorneys for Plaintiff
P.O. Drawer 447
Monticello, AR 71657
Phone: (870) 367-2438
Fax: (870) 367-8306

By:



C.C. "Cliff" Gibson, III Ark. Bar No. 81067
ccgiii@gibsonkeithlaw.com

By:



Lee D. Curry Ark. Bar No. 2014153
ldc@gibsonkeithlaw.com



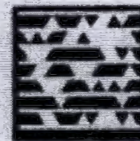
Telephone: 800-864-3870
 Fax: 303-537-2901
 WAKEFIELD & ASSOCIATES, INC
 PO Box 58 * 830 E Platte Ave Unit A
 Fort Morgan, CO 80701

8:00 am - 5:00 pm MT
 Monday - Friday

Our client(s) referred your past due account(s) to this Agency for collection. If there is some reason why you are unable to make full payment on this outstanding balance we ask that you contact our office.

To insure proper credit to your account(s) please use payment coupon below and make your check payable to Wakefield & Associates, Inc.

As of February 19, 2018, you owe \$32,334.20. Because of interest which accrues at the rate listed in the account detail table below, the amount due on the day you pay may be greater. However, if you pay the balance of \$32,334.20 within 45 days of the date on this letter, this account would be considered paid in full.



You may make your payment online by going to our payment vendor's secure website: wakefieldpaymentsolutions.com.

Your website LOGON ID is [redacted] and your LOGON PIN is [redacted]

SCAN HERE
 To Make a Payment

Sincerely,
 Wakefield & Associates Inc

Name of Original Creditor	Original Creditor Account Number	Principal Balance	Accrued Interest	Interest Rate	Service Date	Total Due
AIR EVAC EMS	[redacted] 7033A	\$31997.57	\$336.63	6.00%	05/30/2017	\$32,334.20

This is an attempt to collect a debt and any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE SEE REVERSE SIDE OF THIS NOTICE FOR IMPORTANT INFORMATION

*** Please Detach and Return in the enclosed envelope with your Payment ***

WF01

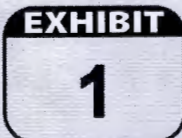
PO Box 58
 Fort Morgan, CO 80701

If you wish to pay by credit card, please enter the Requested Information in the spaces provided		CHECK ONE	
<input type="checkbox"/>	VISA	<input type="checkbox"/>	
CARD NUMBER	SECURITY CODE	EXP. DATE	/
CARDHOLDER SIGNATURE	AMOUNT AUTHORIZED \$		

Account #: [redacted] 529 001
 Amount Due: \$32,334.20

February 19, 2018

Cheryl Baker
 1762 Highway 9 W
 Clinton, AR 72031-7848



Wakefield & Associates Inc
 PO Box 58
 Fort Morgan, CO 80701

Unless you, the consumer, notify this collection agency within thirty days after receipt of this notice that you dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid by this collection agency. If you, the consumer, notify this collection agency in writing within thirty days after receipt of this notice, that the debt or any portion thereof is disputed, this collection agency will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this collection agency. Upon your written request within thirty days after receipt of this notice this collection agency will provide you with the name and address of the original creditor, if different from the current creditor.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATION WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

WAKEFIELD & ASSOCIATES, INC.

PO BOX 58 * 830 E PLATTE AVE UNIT A
FORT MORGAN CO 80701
888-289-2053

RE: WAKEFIELD & ASSOCIATES FILE NUMBER: [REDACTED] 6529

PREPARED FOR: BAKER, CHERYL

DATE PREPARED: MAR 26, 2018

BAKER, CHERYL
1762 HIGHWAY 9 W
CLINTON, AR 72031

Enclosed is the information you requested from Wakefield and Associates, Inc. Should you have questions, please call us at the number provided on the enclosed statement.

UNIT MANAGER
MARCEL SMITH
720 246-2439

EXHIBIT
2

WAKEFIELD & ASSOCIATES, INC.

PO BOX 58 * 830 E PLATTE AVE UNIT A
 FORT MORGAN CO 80701
 888-289-2053

RE: WAKEFIELD & ASSOCIATES FILE NUMBER: [REDACTED] 6529
 PREPARED FOR: BAKER, CHERYL

TOTAL AMOUNTS OWING	PRINCIPAL	INTEREST
	31,997.57	547.02
TOTAL AMOUNTS PAID	0.00	0.00

CURRENT TOTAL BALANCE DUE: 32,544.59

PREVIOUS AND CURRENT ACCOUNT DETAIL

STATUS*	ACCT	ORIGINAL CREDITOR	BALANCE PLACED	DATE PLACED	CURRENT BALANCE
	001	AIR EVAC EMS FRESH	31,997.57	02/14/18	32,544.59

*STATUS KEY

- J = INCLUDED IN JUDGMENT
- R = RETURNED TO ORIGINAL CREDITOR, NO BALANCE AT Wakefield and Associates.
- BLANK = OPEN ACCOUNT AT Wakefield and Associates

PAYMENT HISTORY

ACCT	TYPE	INTEREST RATE	DATE	AMOUNT OF PAYMENT
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This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

14COQY_____DETAIL.txt
Backup for Account UniqueId '14COQY' Client: 30466 - AIR EVAC EMS FRESH
Original Creditor: AIR EVAC EMS FRESH
1800 AIR MEDICAL DR
WEST PLAINS, MO 65775

Patient: CHERYL BAKER DOB: [REDACTED]
, AR 72031

Guarantor: CHERYL BAKER /SSN: DOB:
CLINTON, AR 72031-7848

[REDACTED] 7033A /Service Out of 030A - Air Evac EMS Inc vilonia
5/30/2017 From: TX to or from By Ground Amb /Clinton, AR 72031
To: University of Ar Med-LR AR /Little Rock, AR 72205-7101
Distance: 57 miles

Auto Accident on 5/30/2017
Total Charges: \$41,997.57 Balance Due: \$31,997.57
Total Patient Payments: \$0.00 /Other Payments: \$15,000.00 as of 12/12/2017
Total Credits: \$0.00 /write offs: \$0.00
Primary Payor: BCB-AR-HIE - BCBS Arkansas HIE

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

4:18cv 473 SWW

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.)

<p>I. (a) PLAINTIFFS Cheryl L. Baker, individually and on behalf of all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>Van Buren</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) C.C. Gibson, III and Lee D. Curry Gibson & Keith, PLLC P.O. Drawer 447 Monticello, AR 71657 (870) 367-2438</p>	<p>DEFENDANTS Wakefield & Associates, Inc.</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Unknown</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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 - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
15 U.S.C. 1692, et seq.

Brief description of cause:
Suit for declaratory judgment and damages for violations of the Fair Debt Collection Practices Act.

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ _____
JURY DEMAND:
 Yes
 No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE _____
DOCKET NUMBER _____

DATE: 7-19-2018
 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # _____
 AMOUNT _____
 APPLYING IFP _____
 JUDGE _____
 MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Suit Filed Against Wakefield & Associates](#)
