

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

| | | |
|---|---|-------------------------------|
| AUDREY MACHNIK, as successor in interest to MICHAEL MACHNIK, |) | Case No.: 18-cv-678 |
| |) | CLASS ACTION COMPLAINT |
| Plaintiff, |) | |
| vs. |) | |
| WAKEFIELD & ASSOCIATES INC., |) | Jury Trial Demanded |
| Defendant. |) | |

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”).

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Audrey Machnik is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff was the spouse of Michael Machnik (deceased). Plaintiff is the successor in interest to Michael Machnik’s claims.

5. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from her, or her spouse, a debt allegedly incurred for personal, family or household purposes.

6. Defendant Wakefield & Associates, Inc. (“Wakefield”) is a debt collection agency with its principal offices located at 10800 East Bethany Drive #450, Aurora, Colorado 80014.

7. Wakefield is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

8. Wakefield is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

9. Wakefield is a “debt collector” as defined in 15 U.S.C. § 1692a.

FACTS

10. Plaintiff’s husband, Michael Machnik, obtained medical services from Bell Ambulance, Inc. (“Bell Ambulance”) on or about January 12, 2017, January 19, 2017, February 9, 2017, February 13, 2017, and February 28, 2017.

11. Any debts incurred as a result of these medical services were incurred for personal, family, or household reasons, specifically including medical care provided by emergency medical technicians and transportation of Michael Machnik to the hospital.

12. Michael Machnik was not required to pay for the medical services at the time services were rendered. Instead, the creditor, or a billing agent, mailed a bill several days or weeks after the dates of service. Thus, payment was deferred by agreement. *See Tylke v. Advanced Pain Mgmt., S.C.*, Case No. 14cv5354 (Milwaukee Co. Cir. Ct., Dec. 11, 2014) (“Any time a merchant sends a bill for goods or services after a consumer transaction has taken place, there is an ‘agreement to defer payment.’”); *see also, e.g., Kelly v. Montgomery Lynch & Assocs.*, 2008 U.S. Dist. LEXIS 30917, at * 9-10 (N.D. Ohio Apr. 15, 2008) (“The debt at issue in this case involves financial expenses incurred . . . in exchange for medical services Pursuant to this debt, the Plaintiff was offered the right to receive medical services and to defer payment on those financial obligations. This is a classic transaction out of which debts arise under the FDCPA.”).

13. On August 19, 2017, Michael Machnik passed away.

14. Since Michael Machnik's death, Plaintiff has acted as the representative of Michael Machnik's estate and has received all of his mail.

15. On or about March 28, 2018, Wakefield mailed a debt collection letter to "Michael Machnik" regarding several alleged debts. A copy of this letter is attached to this complaint as Exhibit A.

16. Upon information and belief, the alleged debts that Wakefield was attempting to collect with Exhibit A were debts incurred as a result of the medical services Bell Ambulance provided to Michael Machnik.

17. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Michael Machnik inserted by computer.

18. Upon information and belief, Exhibit A is a form debt collection letter used by Wakefield to attempt to collect alleged debts.

19. Plaintiff actually received this letter, and believed that she may be legally obligated to satisfy the debts referenced in Exhibit A.

20. Upon information and belief, Exhibit A is the first written communication Wakefield mailed to Plaintiff or her deceased husband regarding the alleged debts referenced in Exhibit A.

21. Exhibit A contains the statutory debt validation notice that the FDCPA, 15 U.S.C. § 1692g, requires the debt collector mail to the alleged debtor along with, or within five days of, the initial communication:

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.

Exhibit A.

22. Exhibit A is misleading and confusing to the unsophisticated consumer because it does not identify the name of the creditor to whom the debt is owed.

23. Exhibit A states:

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.

Exhibit A.

24. Exhibit A includes a tabular summary of the accounts:

| Name of Original Creditor | Original Creditor Account Number | Principal Balance | Accrued Interest | Interest Rate | Sub Total | Service Date |
|---------------------------|----------------------------------|-------------------|------------------|---------------|------------|--------------|
| BELL AMBULANCE INC | 17-0057 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/12/2017 |
| BELL AMBULANCE INC | 17-0129 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/12/2017 |
| BELL AMBULANCE INC | 17-0036 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/19/2017 |
| BELL AMBULANCE INC | 17-0173 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/19/2017 |
| BELL AMBULANCE INC | 17-0029 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 02/09/2017 |
| BELL AMBULANCE INC | 17-0143 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 02/09/2017 |
| BELL AMBULANCE INC | 17-0024 | \$225.00 | \$6.50 | 5.00% | \$231.50 | 02/13/2017 |
| BELL AMBULANCE INC | 17-0190 | \$35.72 | \$1.03 | 5.00% | \$36.75 | 02/28/2017 |
| Total Due | | | | | \$1,470.47 | |

Exhibit A.

25. Exhibit A states that Wakefield’s “clients” referred the debts to Wakefield.

26. Exhibit A states that “BELL AMBULANCE INC” is the name of the “Original Creditor” and provides the “Original Creditor Account Number” for each debt.

27. On its face, Exhibit A does not state the name of the “current creditor.” *See Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 319 (7th Cir. 2016) (“The letters provided no additional details about the relationship between Asset Acceptance and Fulton. Nowhere did they say who *currently* owned the debt.”) (emphasis added).

28. Exhibit A states that Wakefield’s “client” referred the debts to Wakefield for collection but does not identify who Wakefield’s “client” is.

29. Exhibit A states that Bell Ambulance is the “Original Creditor” but does not explain whether the debt has been assigned.

30. A debt collector does not disclose the identity of the creditor by naming an entity without explicitly or implicitly making clear in the letter that the entity is the current creditor to whom the debt is owed. The unsophisticated consumer is aware that most debts are freely assignable and are regularly sold to third party debt buyers.

31. The debt collector may disclose the identity of the creditor to whom the debt is owed by expressly identifying that entity as the “creditor,” the “current creditor,” or other non-confusing language, but must do so explicitly to ensure the letter is not ambiguous on the question of the current owner of the debt. *Janetos*, 825 F.3d at 322.

32. Where a debt collector identifies an entity as the “original creditor” without otherwise making it clear that the debt collector is collecting the debt on behalf of that same entity, it implies that the current creditor is someone other than the original creditor. *E.g.*, *Bentkowsky v. Benchmark Recovery Inc.*, 2015 U.S. Dist. LEXIS 12694, at *1-2 (N.D. Calif. Feb. 2, 2015) (“Although the letter identified the correct creditor, it did not identify it as the current creditor. It instead labeled the creditor as the ‘Original Creditor.’ The letter therefore was confusing and left the reader unaware of the current creditor, in violation of the FDCPA.”)

33. The apparent contradiction between the plain meanings of the terms “creditor” and “original creditor” implies to the unsophisticated consumer that the “original creditor” is not the current creditor. *Bentkowsky*, 2015 U.S. Dist. LEXIS 12694, at *1-2; *see* 15 U.S.C. § 1692g(a)(5) (the consumer may request “the name and address of the *original creditor*, if different from the *current creditor*”); *see also Francisco v. Doctors & Merchants Credit Serv.*, 1998 U.S. Dist. LEXIS 12234, at *20 (N.D. Ill. July 29, 1998) (“*Apparent* contradictions of validation notices are analogous to literally false statements in trademark law, in the limited

sense that they are thought to cause confusion by their very nature; in other words, apparent contradictions are thought to evidence per se confusingness, to borrow Judge Posner’s phrase.”).

34. A debt collection letter that implies that a debt has been assigned must make it clear that the original creditor is the current creditor. *Janetos*, 825 F.3d at 322 (“Defendants do not explain how, in light of this language, an understanding of Asset Acceptance’s former role would have shown its current role.”); *Gritters v. Ocwen Loan Servicing, LLC*, 2018 U.S. Dist. LEXIS 63010, at *21-22 (N.D. Ill. Apr. 13, 2018 (“whether Gritters . . . could have figured it out despite what Pierce had written, is all beyond the point. ‘A lucky guess would have nothing to do with any disclosure the letters provided. Compliance with the clear requirements of § 1692g(a)(2) demands more.’ By failing to clearly disclose the name of ‘the creditor to whom the debt is owed,’ Pierce’s validation notice violated the Act, without any need for extrinsic evidence of confusion.”) (citing and quoting *Janetos*).

35. Exhibit A exacerbates the confusion by stating that the account has been referred to Wakefield by its “client(s),” rather than the “original creditor,” “the client(s) referenced in the table below,” or simply referring to Bell Ambulance by name.

36. Exhibit A does not identify Wakefield’s “client(s),” nor does Wakefield state that the “client(s)” are referenced in the tabular summary of the debts below.

37. Exhibit A further exacerbates the confusion by identifying the “Original Creditor Account Number” for each debt but providing a different “Account #” for the debts in the payment remittance slip:

PO Box 58
Fort Morgan, CO 80701

March 28, 2018

| | | | |
|---|-------------------|-------------------------------|-------------------------------------|
| 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"/> MasterCard |
| CARD NUMBER | SECURITY CODE | EXP. DATE | |
| CARDHOLDER SIGNATURE | AMOUNT AUTHORIZED | | |
| | \$ | | |

Account #: [REDACTED] 9906 [REDACTED]
Amount Due: \$1,470.47

Exhibit A.

38. Exhibit A further exacerbates the confusion by applying a 5% interest rate.

39. In fact, the “Original Creditor,” Bell Ambulance mailed invoices that referred to a “1% per month late payment penalty” rather than 5% simple interest. A copy of one of these invoices is attached to this complaint as Exhibit B. The unsophisticated consumer would be more confused and more likely to believe that Bell Ambulance was not the current creditor due to the inconsistency.

40. Plaintiff was confused by Exhibit A.

41. The unsophisticated consumer would be confused by Exhibit A.

42. Plaintiff had to spend time and money investigating Exhibit A.

43. Plaintiff had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiff on the consequences of Exhibit A.

The FDCPA

44. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Derosia v. Credit Corp Solutions*, 2018 U.S. Dist. LEXIS 50016, at *12 (E.D. Wis. Mar. 27, 2018) (“a plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against’ and ‘satisfies the concrete injury in fact requirement of Article III.’”) (quoting *Pogorzelski v. Patenaude & Felix APC*, 2017 U.S. Dist. LEXIS 89678, 2017 WL 2539782, at *3 (E.D. Wis. June 12, 2017)); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations of the character,

amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *Lorang v. Ditech Fin. LLC*, 2017 U.S. Dist. LEXIS 169286, at *6 (W.D. Wis. Oct. 13, 2017) (“the weight of authority in this circuit is that a misrepresentation about a debt is a sufficient injury for standing because a primary purpose of the FDCPA is to protect consumers from receiving false and misleading information.”); *Neeley v. Portfolio Recovery Assocs., LLC*, 268 F. Supp. 3d 978, 982 (S.D. Ind. Aug. 2, 2017) (“[N]othing in *Spokeo* overruled the Seventh Circuit’s decisions that emphasized and affirmed the power of Congress to pass legislation creating new rights, which if violated, would confer standing under Article III.”) (alteration in original) (quoting *Saenz v. Buckeye Check Cashing*, 2016 U.S. Dist. LEXIS 127784, at *5 (N.D. Ill. Sep. 20, 2016); *Qualls v. T-H Prof’l & Med. Collections, Ltd.*, 2017 U.S. Dist. LEXIS 113037, at *8 (C.D. Ill. July 20, 2017) (“Courts in this Circuit, both before and after *Spokeo*, have rejected similar challenges to standing in FDCPA cases.”) (citing “*Hayes v. Convergent Healthcare Recoveries, Inc.*, 2016 U.S. Dist. LEXIS 139743 (C.D. Ill. 2016)); *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially

when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

45. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

46. The FDCPA requires debt collectors to provide certain information and notices to consumers within five days of the initial contact with the consumer:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(2) the name of the creditor to whom the debt is owed;

15 U.S.C. § 1692g(a)(2).

47. To satisfy § 1692g(a)(2), the debt collector must state the name of the creditor in a non-confusing manner:

The recipients of these letters would therefore find themselves obliged to guess who currently owned the debts in question. Since the name was on the letters, some might correctly guess that Asset Acceptance was the current creditor, but a lucky guess would have nothing to do with any disclosure the letters provided. Compliance with the clear requirements of § 1692g(a)(2) demands more.

Janetos, 825 F.3d at 323.

48. Failure to provide the required disclosures within five days of the initial communication with Plaintiff and the class is a *per se* violation of the FDCPA. *Janetos*, 825 F.3d at 324 (“we have not extended the implicit materiality requirement of § 1692e to reach claims under § 1692g(a).”); *see also, e.g., Walls*, 2012 U.S. Dist. LEXIS 68079, at *5 (“We reject defendants’ contention in their reply brief that what plaintiff is complaining of is ‘immaterial’ information. The statute expressly requires identification of the creditor to whom the debt is owed . . .”).

49. For purposes of Plaintiff’s claim under 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10), Defendants’ omission is a material violation of the FDCPA.

50. Misrepresentation of the creditor’s identity is a misrepresentation of the character and legal status of the debt. 15 U.S.C. § 1692e(2)(A). *Janetos*, 825 F.3d at 324 (“Knowing the current creditor ‘potentially affects the debtor in the most basic ways, such as what the debtor should write after ‘pay to the order of’ on the payment check to ensure that the debt is satisfied.”) (quoting *Eun Joo Lee v. Forster & Garbus LLP*, 926 F. Supp. 2d 482, 488 (E.D.N.Y. Mar. 1, 2013)).

51. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

52. 15 U.S.C. § 1692e(2) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt.

53. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

COUNT I – FDCPA

54. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

55. Exhibit A states that Wakefield’s “client(s)” referred the debts to Wakefield.

56. Exhibit A states that the “Original Creditor” is Bell Ambulance.

57. Exhibit A does not state the name of the current creditor.

58. Exhibit A represents to the consumer that Bell Ambulance has assigned the debts in question to some undisclosed third party, or potentially to Wakefield itself.

59. Defendant violated 15 U.S.C. §§ 1692e, 1692e(2), 1692e(10), 1692g(a), and 1692g(a)(2).

CLASS ALLEGATIONS

60. Plaintiff brings this action on behalf of two Classes.

61. Class I (“All Creditors Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) where the debt was incurred for personal, family or household

purposes, (d) and the letter in the form of Exhibit A was mailed between May 1, 2017 and May 1, 2018, inclusive, (e) and was not returned by the postal service.

62. Class II (“Bell Ambulance Class”) consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the complaint in this action, (c) stating that Bell Ambulance is the “Original Creditor” of the debt, (d) where the debt was incurred for personal, family or household purposes, (e) and the letter in the form of Exhibit A was mailed between May 1, 2017 and May 1, 2018, inclusive, (f) and was not returned by the postal service.

63. Each Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of each Class.

64. There are questions of law and fact common to the members of each Class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether the Defendant complied with the FDCPA.

65. Plaintiff’s claims are typical of the claims of the members of each Class. All are based on the same factual and legal theories.

66. Plaintiff will fairly and adequately represent the interests of the members of each Class. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

67. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

68. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Classes and against Defendant for:

- (a) actual damages;
- (b) statutory damages;
- (c) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: May 1, 2018

ADEMI & O'REILLY, LLP

By: /s/ Mark A. Eldridge
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
Jesse Fruchter (SBN 1097673)
Ben J. Slatky (SBN 1106892)
3620 East Layton Avenue
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(414) 482-8001 (fax)
jblythin@ademilaw.com
meldridge@ademilaw.com
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bslatky@ademilaw.com

EXHIBIT A



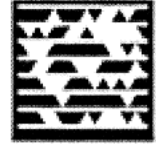
Telephone: 800-864-3870
 Fax: 303-537-2901
 WAKEFIELD & ASSOCIATES, INC
 PO Box 58 * 830 E Platte Ave Unit A
 Fort Morgan, CO 80701

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 the date of this letter, you owe \$1,470.47. Because of simple interest which accrues at the rate listed in the table below, the amount due on the day you pay may be greater. However, if you pay the balance provided in this letter by 05/11/2018, the 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]5025 and your LOGON PIN is: [REDACTED]00

SCAN HERE
 To Make a Payment

Sincerely,
 Wakefield & Associates Inc

| Name of Original Creditor | Original Creditor Account Number | Principal Balance | Accrued Interest | Interest Rate | Sub Total | Service Date |
|---------------------------|----------------------------------|-------------------|------------------|---------------|-------------------|--------------|
| BELL AMBULANCE INC | 17-[REDACTED]057 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/12/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]129 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/12/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]036 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/19/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]173 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 01/19/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]029 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 02/09/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]143 | \$194.75 | \$5.62 | 5.00% | \$200.37 | 02/09/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]024 | \$225.00 | \$6.50 | 5.00% | \$231.50 | 02/13/2017 |
| BELL AMBULANCE INC | 17-[REDACTED]190 | \$35.72 | \$1.03 | 5.00% | \$36.75 | 02/28/2017 |
| Total Due | | | | | \$1,470.47 | |

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"/> MasterCard |
| CARD NUMBER | SECURITY CODE | EXP DATE | |
| CARDHOLDER SIGNATURE | AMOUNT AUTHORIZED | | |
| | \$ | | |

Account #: [REDACTED]9906 [REDACTED]
 Amount Due: **\$1,470.47**

March 28, 2018



Michael J Machnik
 2970 S 60th St
 Milwaukee, WI 53219-3167

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.

Exhibit B



Client Name: **MACHNIK, MICHAEL J**

Trip Number:

17- [REDACTED] 129

Service Date: **01/12/2017**

Amount Due: **\$ 194.75**

Billing Date: **09/15/2017**

Billing Department: **(414) 486-4055**

Toll-Free Number: **(800) 896-6200**

Se Habla Español: **(414) 486-4016**



MICHAEL J MACHNIK
2970 S BETH ST
MILWAUKEE, WI 53219-3167



BELL AMBULANCE, INC.
2204 SILVERNAIL RD
PEWAUKEE, WI, 53072-9903

Billing Department: (414) 486-4055
Toll-Free Number: (800) 896-6200

Trip Number: **17- [REDACTED] 129**

41788

Client Name: **MACHNIK, MICHAEL J**

Caller Name: **KATIE VERRIER**

From Location: **ST LUKES MEDICAL**

To Location: **DYCORA TRANSITIONAL**



"IF IT DOESN'T SAY BELL ON THE SIDE,
YOU'VE JUST BEEN TAKEN FOR A RIDE!!!"

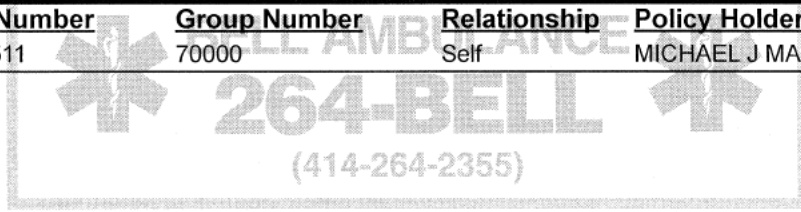
| DATE | DESCRIPTION OF TRANSACTION | HPCP | QUANTITY | UNIT PRICE | AMOUNT |
|------------|--|-------|----------|------------|----------|
| 01/12/2017 | Ambulance Base Rate, BLS | A0428 | 1 | 875.75 | 875.75 |
| 01/12/2017 | Mileage | A0425 | 4 | 19.95 | 77.81 |
| 01/12/2017 | Gloves (Pair) | A0382 | 4 | 4.60 | 18.40 |
| 01/12/2017 | Linens | A0382 | 1 | 34.50 | 34.50 |
| 02/17/2017 | Contractual Allowance, Medicare - AARP MEDICARE COMPLETE - Ck # [REDACTED] 770 | | | | (758.28) |
| 02/17/2017 | Payment, Medicare - AARP MEDICARE COMPLETE - Ck # [REDACTED] 770 | | | | 0.00 |
| 02/17/2017 | Payment, Medicare - AARP MEDICARE COMPLETE - Ck # [REDACTED] 770 | | | | (27.87) |
| 02/17/2017 | Mandated Contractual (CO253) - AARP MEDICARE COMPLETE - Ck # [REDACTED] 770 | | | | (0.56) |
| 04/21/2017 | Payment, Money Order - Bill Patient - Ck # [REDACTED] 1353 | | | | (6.25) |
| 06/23/2017 | Payment, Money Order - Bill Patient - Ck # [REDACTED] 4472 | | | | (6.25) |
| 07/27/2017 | Payment, Money Order - Bill Patient - Ck # [REDACTED] 8918 | | | | (6.25) |
| 08/23/2017 | Payment, Money Order - Bill Patient - Ck # [REDACTED] 6077 | | | | (6.25) |

PLEASE PAY THIS AMOUNT => **\$194.75**

You can now pay online at www.264Bell.com

Please make corrections and additions to the insurance information listed

| Insurance Company | Policy Number | Group Number | Relationship | Policy Holder Name |
|------------------------|-----------------|--------------|--------------|--------------------|
| AARP MEDICARE COMPLETE | [REDACTED] 7511 | 70000 | Self | MICHAEL J MACHNIK |



"IF IT DOESN'T SAY BELL ON THE SIDE,
YOU'VE JUST BEEN TAKEN FOR A RIDE!!!"

According to the payment arrangements previously made your payment is now due. Please send payment in the postage paid envelope provided. Thank you for using Bell Ambulance, Inc.



This charge can be put on your major credit card account. Simply fill out the following blanks, sign, and return in the enclosed envelope.

| | |
|----------------------------|-------------------|
| _____ | \$ _____ |
| Trip Number | Amount of Billing |
| _____ | |
| Name on Card | |
| _____ | |
| Card Number | Exp. Date |
| _____ | |
| Cardholder Billing Address | |
| _____ | |
| City, State, Zip | |
| _____ | |
| Signature | |



"IF IT DOESN'T SAY BELL ON THE SIDE, YOU'VE JUST BEEN TAKEN FOR A RIDE!!!"

WERE YOU PLEASSED WITH BELL AMBULANCE?

| | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| WERE YOU TREATED PROFESSIONALLY AND COURTEOUSLY? | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--------------------------|--------------------------|
| WERE YOU CONFIDENT OF THE TECHNICIAN'S ABILITY? | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

PLEASE MAKE ANY COMMENTS: _____

PAYMENT POLICY

TERMS

Payment is due within 10 days of service. A 1% per month late payment penalty is applied on all balances after 30 days. Payment may be made in cash at our office (please call 414-486-4055 for arrangements), or by personal check, money order or major credit card. There will be a \$35.00 charge made for returned items.

INSURANCE

We will bill your health insurance company, H.M.O., Medicare, Title 19 or other third party payor on your behalf. In order to do so, we need accurate insurance information. Our Client Account Representatives may contact you to verify or request additional information in order to process your claim. Failure to provide accurate or timely information will result in your bill being sent directly to you. Be advised that not all health insurance policies provide coverage for ambulance service, and many others do not pay the entire amount. The client or responsible person will receive a bill for any such balances. If your insurance company does not respond to our bill within 35 days, the entire amount will be re-billed to the client or responsible person (does not apply to Medicare or Title 19).

FINANCIAL COUNSELING

In cases where no third party payor is available and the client is unable to pay the entire amount at once, extended payment plans can be arranged through one of our Client Account Representatives at 414-486-4055. These arrangements are made as a courtesy to our clients.

COLLECTION PROCEDURE

If it becomes obvious that a client does not intend to satisfy a financial obligation to Bell Ambulance, this debt will be pursued through legal action and/or a collection agency at the sole discretion of Bell Ambulance.

QUESTIONS

We desire our clients to be satisfied. If you have any questions or comments about our service or charges, please call us at 414-486-4055.

CIVIL COVER SHEET

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

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

Audrey Machnik, as successor to Michael Machnik

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
(414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS

Wakefield & Associates Inc.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- | | | | | | |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> 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 <i>and</i> 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 |

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

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|--|--|--|
| <input type="checkbox"/> 110 Insurance | PERSONAL INJURY | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | PROPERTY RIGHTS | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 630 Liquor Laws | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 650 Airline Regs. | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 660 Occupational Safety/Health | SOCIAL SECURITY | <input checked="" type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | LABOR | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 810 Selective Service |
| <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 360 Other Personal Injury | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 196 Franchise | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 890 Other Statutory Actions |
| REAL PROPERTY | CIVIL RIGHTS | <input type="checkbox"/> 740 Railway Labor Act | FEDERAL TAX SUITS | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 892 Economic Stabilization Act |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 443 Housing/Accommodations | IMMIGRATION | | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 462 Naturalization Application | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 465 Other Immigration Actions | | <input type="checkbox"/> 950 Constitutionality of State Statutes |
| | <input type="checkbox"/> 440 Other Civil Rights | | | |
| | PRISONER PETITIONS | | | |
| | <input type="checkbox"/> 510 Motions to Vacate Sentence | | | |
| | Habeas Corpus: | | | |
| | <input type="checkbox"/> 530 General | | | |
| | <input type="checkbox"/> 535 Death Penalty | | | |
| | <input type="checkbox"/> 540 Mandamus & Other | | | |
| | <input type="checkbox"/> 550 Civil Rights | | | |
| | <input type="checkbox"/> 555 Prison Condition | | | |

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
- 7 Appeal to District Judge from Magistrate Judgment

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:

Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

May 1, 2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Mark A. Eldridge

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

AUDREY MACHNIK, as successor in interest to
MICHAEL MACHNIK,

Plaintiff(s)

v.

WAKEFIELD & ASSOCIATES INC.,

Defendant(s)

Civil Action No. 18-cv-678

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
WAKEFIELD & ASSOCIATES INC.
c/o INCORP SERVICES INC
901 South Whitney Way
Madison, Wisconsin 53711

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff’s attorney, whose name and address are:

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Wakefield & Associates Failed to Identify Creditor in Letter](#)
