

**U.S. DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

PATRICIA SMITH,

Plaintiff,

CASE NO.: 3:11-cv-182-TSL-MTP

v.

DCM SERVICES, INC.

Defendant.

AMENDED COMPLAINT

COMES NOW the Plaintiff, PATRICIA SMITH (“Ms. Smith”), by and through her undersigned counsel, and sues Defendant, DCM SERVICES, INC. (“DCM”), and in support thereof alleges as follows:

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d), and pursuant to 28 U.S.C. §1367 for pendent state law claims.
2. This action arises out of Defendant’s repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”) and out of the invasions of Plaintiff’s personal and financial privacy by this Defendant and their agents in their illegal efforts to collect a consumer debt from Plaintiff.
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

PARTIES

4. Ms. Smith is a natural person over the age of eighteen (18) who resides in the City of Jackson, County of Hinds, State of Mississippi.

5. Ms. Smith is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

6. DCM is a collection agency operating from an address of 4150 Olson Memorial Highway, Suite 200, Minneapolis, Minnesota 55422-4811, and is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6).

INTRODUCTION

7. DCM states on their web-site that they are “the only collection agency in the U.S. focused exclusively on deceased accounts.”

8. DCM has a corporate policy to collect these “deceased accounts” in numerous states throughout America.

9. DCM’s despicable policy to collect “deceased account” targets family members who lost a loved one, specifically widows, with the hopes of pressuring them into paying money that they do not owe.

10. DCM orchestrates an artfully abusive psychological attack on grief stricken family members including: a campaign of sending deceptive “deceased account” dunning letters coupled with misleading and abusive conversations and leaving harassing messages.

11. DCM’s insidious policy is carried out with full knowledge there is no estate and that the family members have no obligation to pay the debt.

FACTUAL ALLEGATIONS

12. Ms. Smith’s husband and soul mate, Arthur Smith, (“Mr. Smith”) passed away 3/15/09.

13. DCM claims that Mr. Smith owed a debt to Wells Fargo Financial, Inc. (“Wells Fargo”) at the time of his death.

14. Ms. Smith provided Wells Fargo a copy of Mr. Smith’s death certificate.

15. Ms. Smith communicated to Wells Fargo that she was not responsible for this debt.
16. Before 3/24/10 DCM was informed by Wells Fargo that Mr. Smith passed away.
17. Before 3/24/10 DCM investigated this debt to determine whether an estate was opened.
18. Before 3/24/10 DCM confirmed that no estate was opened.
19. On 3/24/10 DCM sent a letter addressed to "ARTHUR SMITH" although DCM had actual knowledge that Mr. Smith was dead. [Please see Exhibit A]
20. The 3/24/10 letter intentionally puts ARTHUR SMITH's name in caps.
21. The 3/24/10 letter states, "Our goal is to make this process as effortless as possible for everyone involved. Our records show that at present, there is an unpaid balance of \$1787.04 on this credit account. Please accept this letter as a Notice of Claim on behalf of our client."
22. The 3/24/10 letter also states in bold, "**The following are payment options.**"
23. The 3/24/10 letter is also addressed to "To the Estate of ARTHUR SMITH" although DCM knows there is no estate of Arthur Smith.
24. The 3/24/10 letter sent to Ms. Smith admits, "We are attempt to collect a debt and information obtained will be used for that purpose."
25. In response to the 3/24/10 letter, on 3/30/10 Ms. Smith called DCM.
26. DCM's trains their debt collectors ("deceased collectors") with policies and procedures to speak with loved ones after they receive one of their letters, which are referred to in the debt collection industry as "scripts" or "talk-offs."
27. On 3/30/10, Ms. Smith explained to DCM on the phone repeatedly that she did

not owe the debt, she had no assets and that there was no estate opened.

28. DCM was caught red handed in their illegal debt collection scheme. [Please see Exhibit B incorporated into this complaint, which is a transcript (“transcript”) of numerous telephone calls between DCM and Ms. Smith]

29. The transcript marked as Exhibit B illustrates DCM’s devious talk-offs and scripts used by their deceased collector which are clearly deceptive, misleading harassing, abusive and oppressive. [This transcript is not a complete illustration of the telephone calls between DCM and Ms. Smith or the messages DCM left on Ms. Smith’s answering machine]

30. DCM’s deceased collector who used the name Susan Bear (“BEAR”) spoke with Ms. Smith and tried to exert pressure and make her feel responsible for the debt, as set forth in the transcript.

31. The first question BEAR asked Ms. Smith was, “are you the person handling his (Mr. Smiths’) final affairs?”

32. The question asking Ms. Smith if she is the person “handling the decedent’s final affairs” is extremely illegal and a deceptively leading question commonly used in the seedy world of deceased debt collection.

33. The question of asking who is “handling the decedent’s final affairs” is intentionally deceptive and misleading.

34. The FTC found that asking a question of who is handling the decedent’s final affairs is, “not likely to elicit sufficient evidence of authority on their own and may lead the person contacted to assert authority mistakenly.” [*The FTC launched an investigation into deceased account collections and as a result issued a final statement of policy which is effective 8/29/11]

35. BEAR continues to badger Ms. Smith after Ms. Smith explained that there was no will and no trust. BEAR responds, she will “handle the account accordingly.” The only way at this point in the conversation to handle the account “accordingly” would be to apologize for violating the law and tell Ms. Smith to have a nice day then hang-up the phone.

36. BEAR persist with questions about Mr. Smith’s property leaving Ms. Smith with the impression that a lien is going to be levied unless she pays this debt.

37. BEAR continues to tell Ms. Smith, “..this matter will be handled accordingly..”

38. DCM’S scripts state to tell the consumers, “..this matter will be handled accordingly..”

39. Ms. Smith again pleas, “..he just died..” BEAR’S response is, “..this account is going to stay in our office..,” giving Ms. Smith the impression that the only way to stop this abuse is to pay the debt.

40. Ms. Smith asked BEAR, “Well, do I have to give all this information about something that my name wasn’t on?” BEAR’s initial response is “You know this is standard procedure in handling a deceased account.” Although this is DCM’s “standard procedure” for handling deceased accounts, this is absolutely not standard procedure and is a blatant lie by BEAR.

41. Ms. Smith begs BEAR to leave her alone and explains that she is making her feel very “uncomfortable” because “this is with Wells Fargo and I wasn’t on the account.”

42. BEAR becomes even more confrontational and states, “Well, ma’am with all due respect, at that time that Mr. Smith applied with a line of credit with Wells Fargo, they asked about his assets at that time, it’s really no different now considering that he was asking for a line of credit and now the line of credit won’t be paid, okay. So just like assets were taken into

consideration then, there again.”

43. BEAR’S statements about the line of credit and assets is nonsensical and misleads Ms. Smith into believing she was somehow responsible for this debt.

44. Ms. Smith tells DCM that this debt should have been paid with the insurance Mr. Smith had on the card, in case he got sick.

45. Ms. Smith tells BEAR that Wells Fargo has documentation that this debt was paid off.

46. BEAR insist that Ms. Smith must provide proof to DCM proving the debt was paid off. This is another statement by BEAR that is simply not true.

47. DCM is collecting on a debt the Mr. Smith did not owe.

48. Ms. Smith tells BEAR that her continuous harassment is “ridiculous.”

49. BEAR responds by saying, “Right, this is an estate.” This is another nonsensical, misleading and untruthful statement by BEAR.

50. Ms. Smith desperately pleas with BEAR and says, “You know, he’s gone, and if I was (sic) on this account I would pick it up.”

51. As illustrated by a complete reading of the transcript BEAR continues to abuse and deceive Ms. Smith into thinking she must pay on this account and leaves her with the impression that DCM will continue to harass her unless she pays.

52. Ms. Smith is so confused and upset that she actually tried to set up payments of \$25 per month, however BEAR insist this is not enough and that Ms. Smith must pay \$149 a month to payoff the entire debt of \$1787, or make a one time payment of \$1518.

53. Ms. Smith made it very clear to BEAR that she had very little money left to survive, however BEAR continued to push her into payments.

54. Ms. Smith explained her situation was not going to change and that she had no money to pay this debt.

55. Ms. Smith explained her obligations like her daughter graduating and said, "See, y'all just don't understand, he's gone and there's a lot here for me to have to do."

56. BEAR's heartless and illegal response is, "And that is why we specialize in handling these accounts. So you are agreeing to set up \$ 149 a month?"

57. BEAR, pursuant to DCM's policy and procedures, created a fake deadline for Ms. Smith to settle this debt stating, "And just to remind you the settlement that I have good through tomorrow is \$1518."

58. BEAR even declined to allow Ms. Smith to make payments on the \$1518.

59. BEAR created the impression of authority over Ms. Smith and make her feel as if they are officials in charge of the estate.

60. Ms. Smith made it clear she does not understand how any estate process works and BEAR, being a trained deceased collector, took advantage of Ms. Smith's lack of knowledge about probate and estates.

61. DCM's policy is to be intentionally vague and in fact not explain to family member that they are not responsible for the debt.

62. DCM has a policy to force people into abusive and oppressive payment plans that individuals can not afford.

63. On 4/1/10 DCM left a harassing message on Ms. Smith's home telephone stating that she needed to pay this debt.

64. On 4/1/10, BEAR once again called Ms. Smith and attempted to get her to pay this debt.

65. On 4/1/10, another DCM deceased collector, this one going by the name Matthew McMillian, ("MCMILLIAN") speaks with Ms. Smith in an attempt to collect this debt from her.

66. On the 4/1/10 telephone call MCMILLIAN does not tell Ms. Smith that he is attempting to collect a debt and any information will be used for that purpose, and does not properly identify himself as he is required to do by the FDCPA.

67. An unidentified deceased collector from DCM called Ms. Smith and utilized the same illegal tactics as BEAR.

68. DCM called Ms. Smith's residence and left 3 messages in one week.

69. An unidentified deceased collector from DCM called Ms. Smith and left a voice message falsely stating that Ms. Smith had made an agreement to pay this debt.

70. On 4/7/10, DCM sent Ms. Smith another letter, addressed to "The Estate of ARTHUR SMITH" although DCM was well aware there is no estate. [Please see Exhibit C]

71. In its 4/7/10 DCM concedes, "We are attempting to collect a debt."

72. DCM's 4/7/10 letter intentionally leaves out the fact that Ms. Smith is not obligated to pay this debt.

73. Nowhere in the 4/7/10 letter does DCM tell Ms. Smith what her rights are concerning this account, it is simply a dunning letter asking for money.

74. This 4/7/10 letter intentionally conjures up past memories of her passed husband as is the policy of DCM.

75. DCM leaves another message on Ms. Smith's answering machine telling her she is required to call DCM back concerning the estate of Arthur Smith, although DCM has already confirmed there is no estate.

76. On 4/27/10, DCM's deceased collector MCMILLIAN calls Ms. Smith and tells

her he is contacting her to collect a debt.

77. On 4/27/10 Ms. Smith tells MCMILLIAM that she is represented by an attorney and states, "...its lawyer Nelson at Morgan & Morgan." This conversation is in the transcript.

78. MCMILLIAN also writes in DCM's computer that Ms. Smith said "ATTY WAS HANDLING."

79. Despite knowledge that Ms. Smith had an attorney DCM continues to communicate with Ms. Smith and continues to try to collect this debt from her.

80. On 4/30/10, 5/03/10, 5/06/10 and 5/12/10 DCM left voice messages at Ms. Smith's residence concerning this debt.

81. On 4/30/10, 5/03/10, 5/06/10 and 5/12/10 DCM left voice messages at Ms. Smith's residence in an attempt to get Ms. Smith to pay this debt.

82. On 6/24/10, DCM sends Ms. Smith another letter, addressed to "The Estate of ARTHUR SMITH" although DCM is well aware there is no estate. [Please see Exhibit D]

83. In DCM's 6/24/10 letter it admits, "We are attempting to collect a debt."

84. DCM's 6/24/10 letter intentionally leaves out the fact that Ms. Smith is not obligated to pay this debt.

85. Nowhere in the 6/24/10 letter does DCM tell Ms. Smith what her rights are concerning this account, it is simply a dunning letter asking for money.

86. This 6/24/10 letter intentionally conjures up past memories of her passed husband as DCM's policies are designed to do.

87. On 12/06/10, DCM sends Ms. Smith another letter, addressed to "The Estate of ARTHUR SMITH" although DCM is well aware there is no estate. [Please see Exhibit E]

88. In DCM's 12/06/10 letter it admits, "We are attempting to collect a debt."

89. DCM's 12/6/10/10 letter intentionally leaves out the fact that Ms. Smith is not obligated to pay this debt.

90. Nowhere in the 12/06/10 letter does DCM tell Ms. Smith what her rights are concerning this account, it is simply a dunning letter asking for money.

91. This 12/06/10 letter intentionally conjures up past memories of her passed husband, with hope of using this tactic to make Ms. Smith pay this debt.

92. The 4/07/10, 6/24/10 and 12/06/10 letters all offer different amounts as "resolution of the full amount owed." These letters do not state that only the estate, if there was one, owes this money.

93. DCM left addition illegal voice mails on Ms. Smith's voice mail stating that she owed this debt and they were attempting to collect it from her, although Ms. Smith does not know the exact dates.

94. This Wells Fargo debt described in this complaint was primarily for personal, family or household purposes and is therefore a ("debt") as that term is defined by 15 U.S.C. § 1692a(5).

95. Each phone call that took place between Ms. Smith and DCM and as described in this complaint were attempts to collect a debt from Ms. Smith.

96. Each phone call that took place between Ms. Smith and DCM, and as described in this complaint, were attempts to collect a debt that was not legitimate.

97. Each phone call that took place between Ms. Smith and DCM and as described in this complaint was a "communication" as defined by 15 U.S.C. §1692a(2).

98. Each message that DCM left on Ms. Smith's answering machine and as described in this complaint was an attempt to collect a debt from Ms. Smith.

99. Each message that DCM left on Ms. Smith's answering machine and as described in this complaint was a "communication" as defined by 15 U.S.C. §1692a(2).

100. Each letter that DCM mailed to Ms. Smith's address was an attempt to collect a debt from Ms. Smith.

101. Each letter that DCM mailed to Ms. Smith's address was a "communication" as defined by 15 U.S.C. §1692a(2).

102. The messages that were left on Ms. Smith answering machine were each "Foti-violations," per the seminal case on debt collection telephone messages of *Foti v. NCO Fin. Sys.*, 424 F.Supp 643 (S.D.N.Y. 2006).

103. The "least-sophisticated consumer" standard applies to evaluate whether a debt collector's communication violate §1692d of the FDCPA, per the seminal case of *Jeter v. Credit Bureau Inc.*, 760 F.2c 1168 (11th Cir. 1985).

104. The "least-sophisticated consumer" standard applies to evaluate whether a debt collector's communication violate §1692e of the FDCPA, per the seminal case of *Jeter v. Credit Bureau Inc.*, 760 F.2c 1168 (11th Cir. 1985).

105. The FDCPA is a strict liability stature, the purpose of which is to "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." per § 1692(e) of the FDCPA.

SUMMARY

106. All of the above-described collection communications made to Plaintiff by Defendant DCM were made in violation of numerous and multiple provisions of FDCPA,

including but not limited to §§1692b(1), 1692b(2), 1692b(3), 1692b(5), 1692b(6), 1692c(a)(1), 1692c(a)(2), 1692c(b), 1692d, 1692d(2), 1692d(5), 1692d(6), 1692d(e), 1692e(2), 1692d(10), 1692d(11), 1692f and 1692f(1).

107. The above-detailed conduct by the Defendant of harassing and misleading Plaintiff in an effort to collect this debt was a violation of numerous and multiple provisions of the FDCPA, including but not limited to all of the above mentioned provisions of the FDCPA, as well as an invasion of Plaintiff's privacy by an intrusion upon seclusion and by revelation of private financial facts and resulted in actual damages to the Plaintiff.

108. Defendant's repeated attempts to collect this debt from Plaintiff, a person whom did not owe this debt, was an invasion of Plaintiff's privacy and her right to be left alone.

109. Defendant's abusive policy is calculated to prey upon family members at their weakest point with the hope of wearing them down into paying debts they do not owe.

110. Plaintiff suffered actual damages as a result of these illegal collection communications by these Defendant in the form of anger, anxiety, emotional distress, fear, frustration, humiliation, embarrassment, amongst other negative emotions, as well as suffering from unjustified and abusive invasions of personal privacy.

111. The transcript is a glaring example of what is wrong with the debt collection industry and how DCM's thugs are targeting widows in this country to scare them into paying debts not due.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE FDCPA 15 U.S.C. § 1692 et seq.

Plaintiff incorporates by reference paragraphs one (1) through one hundred and eleven

(111) of this Complaint as though fully stated herein.

112. The foregoing acts and omissions the Defendant and their agents constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq., with respect to the Plaintiff.

- (a) The Defendant violated 15 U.S.C. §1692b(1) by not identifying himself, or state that he is confirming or correcting location information concerning the consumer;
- (b) The Defendant violated 15 U.S.C. §1692b(2) by contacting a third party and stating that the consumer owes any debt;
- (c) The Defendant violated 15 U.S.C. §1692b(3) by contacting a third party more than once without being requested to do so;
- (d) The Defendant violated 15 U.S.C. §1692b(5) by contacting a third party and forwarding written communication to the third party indicating debt collection business;
- (e) The Defendant violated 15 U.S.C. §1692b(6) communicating with any person after the debt collector knows the consumer is represented by an attorney with regard to the subject debt and has knowledge of, or can readily ascertain, such attorney's name and address, not communicate with any person other than that attorney;
- (f) The Defendant violated 15 U.S.C. §1692c(a)(1) by communicating with the Plaintiff at any unusual time, unusual place, or unusual time or place known to be inconvenient;

- (g) The Defendant violated 15 U.S.C. §1692c(a)(2) communicating with Plaintiff after the debt collector knows the consumer is represented by an attorney with regard to the subject debt and has knowledge of, or can readily ascertain, such attorney's name and address;
- (h) The Defendant violated 15 U.S.C. §1692c(b) by communicating with anyone except consumer, consumer's attorney, or credit bureau concerning the debt;
- (i) The Defendant violated 15 U.S.C. §1692d by conducting themselves the natural consequences of which is to harass, oppress, or abuse the Plaintiff;
- (j) The Defendant violated 15 U.S.C. §1692d(2) by using obscene or profane language or language the natural consequence of which is to abuse the hearer.
- (k) The Defendant violated 15 U.S.C. §1692d(5) by causing the phone to ring or engaging the Plaintiff in telephone conversations repeatedly; and
- (l) The Defendant violated 15 U.S.C. §1692d(6) by placing telephone calls without meaningful disclosure of the caller's identity.
- (m) The Defendant violated 15 U.S.C. §1692e(2) by the false representation of (A) the character, amount, or legal status of any debt; or (B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.
- (n) The Defendant violated 15 U.S.C. §1692e(5) by the threat to take any action that cannot legally be taken or that is not intended to be taken.
- (o) The Defendant violated 15 U.S.C. §1692e(10) by using false

representations and deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

- (p) The Defendant violated 15 U.S.C. §1692e(11) by its failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.
- (q) The Defendant violated 15 U.S.C. §1692f(1) by attempting to collect any amount not authorized by the agreement creating the debt or permitted by law; specifically attempting to collect a debt that the Plaintiff does not owe.

113. As a result of each and every Defendant's violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692(a)(2)(A); punitive damages; and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3), from each and every Defendant herein.

COUNT II

INVASION OF PRIVACY BY INTRUSION UPON SECLUSION AND BY REVELATION OF PRIVATE FINANCIAL FACTS TO THIRD PARTY

Plaintiff incorporates by reference paragraphs one (1) through one hundred and eleven (111) of this complaint as though fully stated herein.

114. Congress explicitly recognized a consumer's inherent right to privacy in collection matters in passing the FDCPA, when it stated as part of its findings:

Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy.**

15 U.S.C. § 1692(a) (emphasis added).

115. Congress further recognized a consumer's right to privacy in financial data in passing the Gramm Leech Bliley Act, which regulates the privacy of consumer financial data for a broad range of "financial institutions" including debt collectors albeit without a private right of action when it states as party of its purposes:

It is the policy of the Congress that **each financial institution has an affirmative and continuing obligation to respect the privacy of its customers** and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. § 6801(a) (emphasis added).

116. Defendant and/or its agents intentionally and/or negligently interfered, physically or otherwise, with the solitude, seclusion and or private concerns or affairs of the Plaintiff by repeatedly and unlawfully attempting to collect a debt and thereby invaded the Plaintiff's privacy.

117. Defendant and its agents intentionally and/or negligently caused emotional harm to the Plaintiff by engaging in highly offensive conduct in the course of collecting this debt, thereby invading and intruding upon the Plaintiff's rights to privacy.

118. Plaintiff had a reasonable expectation of privacy in Plaintiff's solitude, seclusion, private concerns or affairs, and private financial information.

119. The conduct of the Defendant and its agents, in engaging in the above-described illegal collection conduct against the Plaintiff, resulted in multiple intrusions and invasions of

privacy by the Defendant which occurred in a way that would be highly offensive to a reasonable person in that position.

120. As a result of such intrusions and invasions of privacy, the Plaintiff is entitled to actual damages and punitive damages in an amount to be determined at trial from the Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant as follows:

- for an award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the Defendant and for the Plaintiff;
- for an award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. 1692(a)(2)(A) against the Defendant and for the Plaintiff;
- for an award of punitive damages against the Defendant and for the Plaintiff; and
- for an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3) against the Defendant and for the Plaintiff.

COUNT II

INVASION OF PRIVACY BY INTRUSION UPON SECLUSION

- for an award of actual damages from the Defendant for the emotional distress suffered as a result of the intentional and/or negligent FDCPA violations and intentional and/or negligent invasions of privacy in an amount to be determined at trial and for the Plaintiff;
- for an award of punitive damages against the Defendant and for the Plaintiff; and
- for such other and further relief as may be just and proper.

Respectfully submitted,

William Peerce Howard, Esquire
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ADDRESS SERVICE REQUESTED


March 24, 2010

0125372-0001

15729-00

#BYNJJGZF
#1851708304688911#
To the Estate of ARTHUR SMITH
ARTHUR SMITH
5210 HARROW DR
JACKSON MS 39211-4803

Our Client:
Wells Fargo Financial

Account #:
*****4665

Reference #:
6125372

Unpaid Balance:
\$1787.04

Dear Sir or Madam:

Our company represents Wells Fargo Financial, and we have learned that your loved one - who was a valued customer - has passed away. We are sorry for your loss, and we understand this is a difficult time for you. Our goal is to make this process as effortless as possible for everyone involved.

Our records show that at present, there is an unpaid balance of \$1787.04 on this credit account. Please accept this letter as a Notice of Claim on behalf of our client.

This letter is sent to you solely in your capacity as personal representative of the Estate of ARTHUR SMITH. Please call our office toll free at 1-877-326-6758 to discuss resolution of this matter and payment on this account. If you are not the personal representative, please contact us with the name and address of the personal representative or Estate Attorney who is handling the affairs of the deceased. Simply contact us by phone, enter the information online at www.DCMagent.com, or check the box below and complete the reverse side.

The following are payment options: Complete the payment slip below and mail in the enclosed postage paid envelope or call DCM Services toll-free at 1-877-326-6758 to pay using a check or electronic debit. Additional payment options may also be available by phone; please ask our representative for details.

Lastly, DCM Services is pleased to provide you with complimentary access to www.MyWayForward.com, a unique website for survivors and those tasked with the responsibility of handling the final affairs of the deceased. Log on using code www.mywayforward.com to find welcome assistance on financial, legal and government matters, along with helpful information on well-being and remembering the deceased.

On behalf of Wells Fargo Financial and DCM Services, please accept our condolences.

Sincerely,

DCM Services, LLC

7:00 am - 9:00 pm CST M-TH
7:00 am - 5:00 pm CST F
8:00 am - 12:00 pm CST S
Telephone: 763-852-8620
Toll-Free: 877-326-6758
Fax: 577-326-0764

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

DCM Services is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-



Match lower portion and return with Payment




We appreciate your response. Please call us toll-free at 1-877-326-6758 if you have any questions.

Reference #: 6125372 Client ID: WELL31
Unpaid Balance: \$1787.04

Amount Enclosed: \$

Do Not Send Cash. Make Checks Payable to:
Wells Fargo Financial

☐ Check box to indicate you are not the correct recipient of this letter. Please provide the correct personal representative's information on the reverse side and send to DCM Services in the enclosed postage paid envelope.

DCM SERVICES, LLC
4150 OLSON MEMORIAL HWY STE 200
MINNEAPOLIS, MN 55422-4811


6125372 4665

15729-000

EXHIBIT

A

IMPORTANT INFORMATION

Under the law we are required to notify you of the following information.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

FOR CALIFORNIA RESIDENTS

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or your spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgement. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Nonprofit credit counseling services may be available in the area.

FOR COLORADO RESIDENTS

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

FOR MASSACHUSETTS RESIDENTS**NOTICE OF IMPORTANT RIGHTS**

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FOR NEW YORK CITY RESIDENTS

New York City Department of Consumer Affairs License Number: 1239504

To discuss this account, please call our toll free number to speak with a representative will be able to assist you during our normal business hours

FOR NORTH CAROLINA RESIDENTS

North Carolina Permit Number: 4440

FOR TENNESSEE RESIDENTS

This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

Correct Personal Representative's Contact Information:

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Extension: _____

Thank you very much for your assistance!

Estate of Arthur Smith

Transcript of Call on March 30, 2010

Susan Bear from DCM Services and Patricia Smith

SUSAN BEAR: Good evening, this is account representative, Susan Bear with DCM Services, how can I help you?

MS SMITH: Yes, I am calling about Arthur Smith. You all sent a letter to the house saying that he owes. He has deceased and anything that he had there was a death certificate for it.

SUSAN BEAR: Okay, Ma'am who am I speaking to, please?

MS SMITH: Patricia Smith.

SUSAN BEAR: Okay, Ma'am and are you the person handling his final affairs?

MS SMITH: Yes.

SUSAN BEAR: Okay, Ma'am I do need to just state that our call is recorded for quality assurance and our company is considered to be a debt collector and any information obtained may be used for that purpose. Okay, and just a few security questions, ma'am, if I could verify Mr. Smith's date of passing, with you please?

MS SMITH: November 15, 2009.

SUSAN BEAR: And we very much would like to extend our most sincere condolences, ma'am. And you received the letter we sent to 5210 Harrow Drive in Jackson, Mississippi.

MS SMITH: Yes.

SUSAN BEAR: Okay, was his billing address?

MS SMITH: Yes.

SUSAN BEAR: Thank you. And please confirm for me the last four digits of his Social Security Number?

MS SMITH: 4342.

SUSAN BEAR: Thank you very much. And ma'am did you say that Mr. Smith has no estate, is that what you said, I'm sorry.

MS SMITH: Okay, when you say estate, what you talking about?



1 SUSAN BEAR: Have you filed anything with the courts, ma'am, like his will?

2
3 MS SMITH: Have I filed anything with the court?

4
5 SUSAN BEAR: Uh huh.

6
7 MS SMITH: Like a will?

8
9 D SUSAN BEAR CM: Uh huh.

10
11 MS SMITH: No.

12
13 SUSAN BEAR: Did he leave a will or?

14
15 MS SMITH: No, he did not, no.

16
17 SUSAN BEAR: Did he have a trust set up to handle assets that remain in his name?

18
19 MS SMITH: No, no, he didn't have anything.

20
21 SUSAN BEAR: And did you have to file anything with the courts in order to gain access to
22 say his checking or savings account?

23
24 MS SMITH: No.

25
26 D SUSAN BEAR CM: Okay, I can handle the account accordingly, I just need to get a
27 little bit more information. Now what will be happening with his property, Mrs. Smith?

28
29 MS SMITH: What will be happening with his property?

30
31 SUSAN BEAR: Yes, ma'am.

32
33 MS SMITH: Oh, that's what you are saying, that if this bill don't be paid then his property will
34 be, a lien be on his property?

35
36 SUSAN BEAR: That's not what I asked and that's not what I said. What I asked is what
37 is happening with his property?

38
39 MS SMITH: Nothing right now.

40
41 SUSAN BEAR: Okay, and are you going to transfer that over into your name?

42
43 MS SMITH: Well, do I have to give all this information about something that my name wasn't
44 on?

1 SUSAN BEAR: You know, this is a standard procedure in handling a deceased's account.
2 You don't have to answer our questions.

3
4 MS SMITH: Uh huh, because, this account.

5
6 SUSAN BEAR: We are not trying to make you uncomfortable.

7
8 MS SMITH: Uh huh, well, you are because this is with Wells Fargo and I wasn't on that
9 account.

10
11 SUSAN BEAR: Well, ma'am with all due respect, at the time that Mr. Smith applied with
12 a line of credit with Wells Fargo, they asked about his assets at that time, it's really no different
13 now considering that he was asking for a line of credit and now the line of credit won't be paid,
14 okay. So just like assets were taken into consideration then, there again.

15
16 MS SMITH: Okay, well let me ask you this? Did that account was supposed to have insurance
17 if anything happened if he was sick, I know he was supposed to have insurance on there for that.

18
19 SUSAN BEAR: Did you file a claim since you are sure of that?

20
21 MS SMITH: Yes, I have, I have talked to them and they have sent me a letter saying this stuff
22 was paid off?

23
24 SUSAN BEAR: Do you have a copy of that letter you can provide to our office?

25
26 MS SMITH: Let me, let me find it cause there's been so much going on.

27
28 SUSAN BEAR: You'll need to provide that to our office ma'am.

29
30 MS SMITH: Okay, I will, unless I have to call Wells Fargo if I can't find it and tell them to
31 send me another copy because this is ridiculous.

32
33 SUSAN BEAR: Right, this is an estate.

34
35 MS SMITH: You know, he's gone, and if I was on this account I would pick it up.

36
37 SUSAN BEAR: This is an estate or probate matter, Mrs. Smith, so it needs to be handled
38 accordingly.

39
40 MS SMITH: You said this is what?

41
42 SUSAN BEAR: This is an estate or probate matter so it needs to be handled accordingly.

43
44 MS SMITH: So what are you saying?

1 SUSAN BEAR: I am telling you that his estate is responsible for the resolution of this
2 account and that's why we are asking if you have filed either of those with the court.

3
4 MS SMITH: No I have not.

5
6 SUSAN BEAR: And are you going to in order to transfer assets out of his name into yours?

7
8 MS SMITH: I don't know, I haven't, he just died and I haven't got up into all of that. I am
9 trying to get over him.

10
11 SUSAN BEAR: Okay, right, and we are not trying to add to a difficult time, we appreciate
12 that but this account is going to stay in our office and should you file a probate or an estate our
13 client has a right to file a creditor's claim to recover the \$1700 that is owed to them, so if that
14 gets filed, just know that this account is in our office and we will file a creditor's claim on behalf
15 of Wells Fargo.

16
17 MS SMITH: Okay, but can I just pay something on this myself.

18
19 SUSAN BEAR: Yes, we are more than happy to set up an arrangement if you would like to
20 resolve this on his behalf, yes.

21
22 MS SMITH: Okay, I'll just as soon set up a payment arrangement because there's so much
23 going on now and he's got so many bills like that I am trying to straighten out.

24
25 SUSAN BEAR: If you would like to look at your budget and give me a call back I'd be
26 happy to work with you on that.

27
28 MS SMITH: Okay, I can tell you now what I can pay, I can send \$25 a month.

29
30 SUSAN BEAR: Okay, that is below what we would need to establish. We would need to
31 have the account balance wrapped up in 12 months.

32
33 MS SMITH: Well, cause he's got so much out there. And then we've got two girls in college,
34 so, that's very expensive.

35
36 SUSAN BEAR: The other option that I do have available for you, ma'am, is I can reduce
37 the balance down to \$1518 and settle the matter out in full for that amount.

38
39 MS SMITH: Send \$1500 to you all?

40
41 SUSAN BEAR: I have that settlement available good through tomorrow, it's \$1518 and
42 that would settle the balance in full.

43
44 MS SMITH: Are you telling me that I have to send you that much money tomorrow?

1 SUSAN BEAR: No, I'm not telling you that, I am making that an option to resolve the
2 balance.

3
4 MS SMITH: Okay, so what are you telling me, really, you are telling me that you could reduce
5 the balance to \$1500 and something.

6
7 SUSAN BEAR: Right, ma'am, yes, I have settlement that is good through tomorrow we
8 offer a free secure check by phone, otherwise again if you would like to set up payment for the
9 full \$1787 we can do that also.

10
11 MS SMITH: Okay, I'll just make payments for 12 months. That's the way I'll have to do that.

12
13 SUSAN BEAR: Okay, and what is a good due date for you, Mrs. Smith?

14
15 SUSAN BEAR SMITH: The end of the month.

16
17 SUSAN BEAR: Okay, and will you be able to make the first payment this month?

18
19 MS SMITH: No, because I have a daughter graduating and, I have to get her out of Tougaloo.
20 Got to. See, ya'll just don't understand, he's gone and there's a lot here for me to have to do.

21
22 SUSAN BEAR: And that is why we specialize in handling these accounts. So you are
23 agreeing to set up \$149 a month?

24
25 MS SMITH: Oh, it's a \$149?

26
27 SUSAN BEAR: To resolve it in 12 months, yes ma'am

28
29 MS SMITH: Let me just set it up for \$50 and then when I get some money I'll just send more.

30
31 SUSAN BEAR: Okay, again, we can do the 12 months, which is \$149, or we can do the
32 settlement. We are always willing, if you would like to send money toward the balance, Mrs.
33 Smith, the account is not going anywhere, you are welcome to remit what you can afford but I
34 cannot set up a formal payment plan unless we can get it resolved in 12 months or less. Again,
35 we will always apply whatever you would like to send in but for a formal payment plan where I
36 can send you a payment plan confirmation letter and monthly statement we need to see \$149 a
37 month.

38
39 MS SMITH: Okay, but if I send you \$149 this month but next month I can't send you \$149 and
40 then, you know.

41
42 SUSAN BEAR: Again, if you are unable to meet that agreement, that is not a problem, the
43 account will remain here, we will continue to search for a probate or an estate so should it get
44 filed we do file a creditor's claim.

45
46 MS SMITH: Oh. What do you mean by probate the estate?

1
2 SUSAN BEAR: You might want to give your county clerk a call and ask them what that
3 entails in your area because it sounds like you have a lot of questions that I am not able to
4 answer.

5
6 MS SMITH: Okay, I will set it up for 12 months but I am going to have someone to look into
7 this.

8
9 DC SUSAN BEAR M: I think that you should take a look at your budget and make sure
10 that that is a commitment you can make because at this point that does not sound like something
11 that is reasonable. Why don't you give me a call back tomorrow, my name again is Susan Bear.

12
13 MS SMITH: Let me write this down. Cause see I know it's not going to change because like I
14 said I have so much going on here, I have two daughters in college, one is fixing to graduate and
15 I have so much going on and I have so much that I am trying to get straight.

16
17 SUSAN BEAR: Okay, Mrs. Smith.

18
19 MS SMITH: Plus he was in the hospital two years and even though we had two insurances I am
20 still trying to pay on that and it's a lot.

21
22 SUSAN BEAR: We are not trying to add or create any financial hardship, we are happy to
23 work with you to set up the payments for 12 months but I would like to be sure you are making a
24 reasonable decision with your budget.

25
26 MS SMITH: But when you said \$149 a month, I know I can't do that every month.

27
28 SUSAN BEAR: And like I said, the account isn't going anywhere, you are welcome to
29 remit funds as you are able to in the amount that works for you, but formal payment plans need
30 to be set up accordingly, so again, if you would just like to send \$50 next month, you can do that,
31 we will apply it to the balance but I can't set up a formal payment plan. Do you understand?

32
33 MS SMITH: I understand, now what did you say your name is?

34
35 SUSAN BEAR: My name is Susan Bear. That's B-e-a-r.

36
37 MS SMITH: Uh huh.

38
39 SUSAN BEAR: And my toll free number that you will come right through to me is 877.

40
41 MS SMITH: Uh huh.

42
43 SUSAN BEAR: 326.

44
45 MS SMITH: 325.

1 SUSAN BEAR: 5174

2
3 MS SMITH: 5174.

4
5 SUSAN BEAR: And just to remind you the settlement that I have good through tomorrow
6 is \$1518.

7
8 MS SMITH: \$1518.

9
10 SUSAN BEAR: Yes ma'am.

11
12 MS SMITH: Okay.

13
14 SUSAN BEAR: All right.

15
16 MS SMITH: The \$1518, if I can set that up on a payment plan, can I do that?

17
18 SUSAN BEAR: No, we cannot do payments on a settlement, ma'am.

19
20 MS SMITH: Okay, how do you do the settlement?

21
22 SUSAN BEAR: It's a one time payment.

23
24 MS SMITH: Okay, well, I don't need to even talk about that then.

25
26 SUSAN BEAR: Okay, You have a good night.

Estate of Arthur Smith

Transcript of Call on April 1, 2010

Matthew McMillan from DCM Services and Patricia Smith

MATTHEW McMILLAN: Hello, good evening, this is account representative Matt McMillan, how may I help you today?

MS SMITH: Yes, is there, I would like to speak to Susan Smith, please.

MATTHEW McMILLAN: There is a Susan Bear it looks like you were speaking to earlier today.

MS SMITH: Okay, okay, let me speak to her.

MATTHEW McMILLAN: All right, actually she is out of the office for today but I can give you her voicemail.

MS. SMITH: Okay, cause this is Patricia Smith, can you, she called me today, left a voicemail I thing, yeah that was her, I am listening to my messages, I had talked to her earlier this week and I walked to talk back to her.

MATTHEW McMILLAN: Okay, so I'll put you right to her voice mail and she is really good about returning messages and when she comes in tomorrow she'll make sure to return your message, okay?

MS. SMITH: Okay.

MATTHEW McMILLAN: Just a moment.

MS SMITH: Uh huh.

OPERATOR: We are sorry to delay your call. Please stay on the line. A representative will assist you in just a moment.

Estate of Arthur Smith

Transcript of Call on April 27, 2010

Matthew McMillan from DCM Services and Patricia Smith

MS SMITH: Hello.

MATTHEW McMILLAN: Hello, hi, I am looking for Patricia Smith, please.

MS SMITH: This is Patricia Smith.

MATTHEW McMILLAN: Hi, my name is Matt McMillan from DCM Services, you have probably spoken to a Susan Bear previously, my name is Matt McMillan and I am kind of helping take over for her. I just wanted to touch base with you. I just need to walk thorough my disclaimer. I just need to let you know that this call may be recorded for quality assurance purposes and that this company is considered a debt collector and any information obtained will be used just for that purpose. This is of course in reference to the Wells Fargo account and that was under Arthur Smith.

MS SMITH: Yes, uh, my lawyer was supposed to have got in contact with you all about that account.

MATTHEW McMILLAN: Uh, I don't have a note that he has, but I'll tell you what, why don't we get his contact information and we'll just follow up with him directly.

MS SMITH: Okay, let me, let me give you his name.

MATTHEW McMILLAN: Sure.

MS SMITH: It's 601, well, it's lawyer Nelson at Morgan & Morgan.

MATTHEW McMILLAN: What is his full name?

MS SMITH: Let me get the paperwork, hold on.

MATTHEW McMILLAN: Sure. Sure

MS SMITH: Let me find my paperwork, give me your number and let me call you right back.

MATTHEW McMILLAN: My name is Matt McMillan.

MS SMITH: Wait, wait a minute.

MATTHEW McMILLAN: Sure. Sure.

1 MS SMITH: Wait a minute and let me write this down. Okay, because my pen is trying to act
2 crazy. Okay.

3
4 MATTHEW McMILLAN: Okay, my name is Matt McMillan.

5
6 MS SMITH: Okay. Give me your number please.

7
8 MATTHEW McMILLAN: My number is 877

9
10 MS SMITH: Uh huh.

11
12 MATTHEW McMILLAN: 326.

13
14 MS. SMITH: Uh huh.

15
16 MATTHEW McMILLAN: 5174.

17
18 MS SMITH: Okay, hold on for just a minute, I've got to, hold on.

19
20 MATTHEW McMILLAN: Sure, sure.

21
22 MS SMITH: Now I'm going to write it down on here and I know I'll have it.

23
24 MATTHEW McMILLAN: Sure.

25
26 MS SMITH: Okay, give it to me again.

27
28 MATTHEW McMILLAN: My phone number is 877

29
30 MS SMITH: Uh huh

31
32 MATTHEW McMILLAN: 326

33
34 MS SMITH: 326.

35
36 MATTHEW McMILLAN: 5174.

37
38 MS SMITH: 5174?

39
40 MATTHEW McMILLAN: Yes..

41
42 MS SMITH: Okay, and your name is?

43
44 MATTHEW McMILLAN: Matt McMillan.

45
46 MS SMITH: Matt, M-a-t-t?

1
2 MATTHEW McMILLAN: Yes ma'am.
3
4 MS SMITH: McMillan.
5
6 MATTHEW McMILLAN: Uh huh.
7
8 MS SMITH: Spell your last name for me
9
10 MATTHEW McMILLAN: It's M-c-M-i-l-l-a-n.
11
12 MS SMITH: Okay, let me get this stuff together and I'll call you back.
13
14 MATTHEW McMILLAN: Okay, thank you much.
15



TELEPHONE 763-852-8620 **Hours (CST):** 7:00 am - 9:00 pm M - TH
FAX 877-326-8784 7:00 am - 5:00 pm F
TOLL-FREE 877-326-6758 8:00 am - 12:00 pm S

EXHIBIT
C

IMPORTANT INFORMATION

Under the law we are required to notify you of the following information.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

FOR MASSACHUSETTS RESIDENTS

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FOR MINNESOTA RESIDENTS

This Collection Agency is licensed by the Minnesota Department of Commerce.

FOR NEW YORK CITY RESIDENTS

New York City Department of Consumer Affairs License Number: 1239504

To discuss this account, please call our toll free number to speak with . A representative will be able to assist you during our normal business hours.

FOR NORTH CAROLINA RESIDENTS

North Carolina Permit Number: 4440

FOR TENNESSEE RESIDENTS

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TELEPHONE 763-852-8620 Hours (CST): 7:00 am - 9:00 pm M - TH
FAX 877-326-8784 7:00 am - 5:00 pm F
TOLL-FREE 877-326-6758 8:00 am - 12:00 pm S

“Detach Lower Portion and Return with Payment”



THE UNIVERSITY OF CHICAGO PRESS

Amount Enclosed: \$

0125372-7861
The Estate of ARTHUR SMITH
PATRICIA SMITH
5210 HARROW DR
JACKSON MS 39211-4803

16517 - 1760

DCM Services - Payment Processing
PO Box 9317
Minneapolis MN 55440-9317

6125372 4665



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4150 OLSON MEMORIAL HIGHWAY, SUITE 200
MINNEAPOLIS, MINNESOTA 55422-4811

TELEPHONE 763-852-8620
FAX 877-326-8784
TOLL-FREE 877-326-6758

HOURS (CT): 7:00 am - 9:00 pm M - TH
7:00 am - 5:00 pm F
8:00 am - 12:00 pm S

December 05, 2010

Re: Estate of: ARTHUR SMITH
Our Client: Wells Fargo Financial

Account No.
*****4665

Unpaid Balance
\$1787.04

Reference No.
6125372

Dear Sir or Madam:

We are trying to resolve the unpaid balance owed by estate of the deceased. We will accept \$1340.28 as a resolution of the full amount owed, provided payment is received in our office by 12/20/2010.

Please call one of our account representatives toll free at 1-877-326-6758 to confirm this arrangement or to make payment by telephone.

Cordially,
DCM Services, LLC

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-



Detach Lower Portion and Return with Payment



DCM Services, LLC
4150 OLSON MEMORIAL HWY STE 200
MINNEAPOLIS MN 55422-4811

ADDRESS SERVICE REQUESTED

12500 OLSON MEMORIAL HWY STE 200 MINNEAPOLIS MN 55422-4811

Reference #: 6125372 Client ID: WELL31
Unpaid Balance: \$1787.04
Checks Payable to: Wells Fargo Financial

Amount Enclosed: \$

December 06, 2010

10517 - 003

#BXWJAGZF
#10517840102772128
The Estate of ARTHUR SMITH
PATRICIA SMITH
5210 HARROW DR
JACKSON MS 39211-4803

12500 OLSON MEMORIAL HWY STE 200 MINNEAPOLIS MN 55422-4811

DCM Services - Payment Processing
PO Box 9317
Minneapolis MN 55440-9317
12500 OLSON MEMORIAL HWY STE 200 MINNEAPOLIS MN 55422-4811

6125372 4665



IMPORTANT INFORMATION

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This list does not include a complete list of rights consumers have under State and Federal Laws.

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FOR COLORADO RESIDENTS

Colorado Office Information: Colorado Manager, Inc. 80 Garden Center, Suite 3, Broomfield, CO 80020, (303) 920-4763.

FOR MASSACHUSETTS RESIDENTS

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