UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

| FEDERAL TRADE COMMISSION, |) | |
|---|------------------|------------------------------|
| Plaintiff, |) | |
| v. |) | Civil Action No. 4:17-cv-168 |
| AMERICAN MUNICIPAL SERVICES CORPORATION, a corporation, also d/b/a WARRANT ENFORCEMENT DIVISION and MUNICIPAL ENFORCEMENT DIVISION, |)))) | |
| LAWRENCE BERGMAN, a/k/a LARRY BERGMAN, individually and as an officer of American Municipal Services Corporation, and |)))) | |
| GREGORY PITCHFORD, a/k/a GREG PITCHFORD, individually and as an officer of American Municipal Services Corporation, |)))) | |
| Defendants. |) | |

PLAINTIFF FEDERAL TRADE COMMISSION'S COMPLAINT FOR PERMANENT INJUNCTION AND OTHER RELIEF

Plaintiff, the Federal Trade Commission ("FTC"), for its Complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), and Section 814 of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692*l*, to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p.

JURISDICTION AND VENUE

- 2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), and 1692*I*(a).
- 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (c)(1), and (d), and 15 U.S.C. § 53(b). Defendants reside and transact business in this district.

PLAINTIFF

- 4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the FDCPA, 15 U.S.C. §§ 1692-1692p, which prohibits deceptive, abusive, and unfair debt collection practices.
- 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the FDCPA, and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A), and 1692*I*(a). Section 814 of the FDCPA further authorizes the FTC to use all of the functions and powers of the FTC under the FTC Act to enforce compliance by any person with the FDCPA. 15 U.S.C. § 1692*I*.

DEFENDANTS

6. Defendant American Municipal Services Corporation ("AMS"), also doing business as Warrant Enforcement Division and Municipal Enforcement Division, is a Texas corporation with its principal place of business at 3724 Old Denton Road, Carrollton, Texas 75007. AMS transacts or has transacted business in this district and throughout the United States.

- 7. Defendant Lawrence Bergman, along with Defendant Gregory Pitchford, is a founder and co-owner of AMS. Bergman is also the company's President. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of AMS, including the acts and practices set forth in this Complaint. In particular, Bergman drafts the collection letters AMS sends to consumers and supervises AMS's collections departments. Bergman resides in this district and, in connection with the matters alleged here, transacts or has transacted business in this district and throughout the United States.
- 8. Defendant Gregory Pitchford along with Bergman, is a founder and co-owner of AMS. Pitchford is also the company's Vice President. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of AMS, including the acts and practices set forth in this Complaint. In particular, Pitchford reviews, edits, and approves the collection letters AMS sends to consumers, and has authority to control AMS's collections departments. Pitchford resides in this district and, in connection with the matters alleged here, transacts or has transacted business in this district and throughout the United States.

COMMERCE

9. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

- 10. Since at least 1994, Defendants have engaged in third-party debt collection of municipal debts, including court fines, traffic tickets, parking citations, fines for ordinance violations, and debts relating to emergency medical services, utility bills, and other city services. Defendants collect on behalf of more than 500 municipalities located in numerous states, including Alabama, Arkansas, Illinois, Kansas, Louisiana, Mississippi, Oklahoma, and Texas. Defendants collect these municipal debts in English and Spanish.
- 11. Defendants obtain information about these municipal debts from AMS's municipality clients, including the amount and nature of the debts, whether consumers have warrants issued for their arrest, and whether the municipalities suspend, or prevent consumers from renewing, their driver's licenses.
- 12. Defendants regularly mail a series of letters to consumers who owe municipal debts. In addition to sending collection letters, Defendants employ as many as 20 collectors who regularly contact consumers by phone to collect debts. At least five of Defendants' collectors are bi-lingual and communicate in Spanish with Spanish-speaking consumers. When Defendants learn that a consumer speaks Spanish rather than English, Defendants mail Spanish-language versions of the AMS collection letters to the consumer.

COLLECTION OF COURT-IMPOSED MUNICIPAL DEBT

13. Defendants' clients fall under one of three categories: (a) municipalities that have not issued warrants for consumers' arrest; (b) municipalities that may have issued warrants for consumers' arrest; or (c) municipalities that have issued warrants for consumers' arrest. For all categories, Defendants sent two phases of collection letters to consumers. In the first phase, Defendants informed consumers of their purported warrant status and set forth consequences that

may result if consumers did not promptly pay the debt. The second phase of Defendants' letters were more aggressive and frequently claimed that it was the consumers' "FINAL NOTICE"

PRIOR TO ARREST."

LETTERS SENT WHERE NO WARRANTS WERE ISSUED

- 14. Defendants collected court-imposed municipal debts for some municipalities that informed Defendants warrants were not issued for consumers' arrest. In one municipality, Defendants sent thousands of letters to consumers stating that warrants *were* issued for their arrest. Moreover, in nine other municipalities, Defendants sent consumers letters stating that warrants could be issued if consumers failed to respond to Defendants—even though Defendants had no additional information concerning the issuance of warrants.
- 15. Defendants sent these letters despite the fact that the municipalities in question told Defendants that warrants were not issued for consumers' arrest.

LETTERS SENT WHERE WARRANTS MAY HAVE BEEN ISSUED

- 16. Defendants collected court-imposed municipal debts for more than 180 municipalities that either informed Defendants warrants may have been issued against the consumers or provided Defendants with no information as to whether the municipalities issued warrants. Although some warrants may have been issued in these jurisdictions, Defendants usually did not know whether a warrant had been issued against the consumer. In such instances, Defendants sent first-phase letters that were headlined "WARNING" and contained the following, or substantially similar, language:
 - YOU HAVE AN OUTSTANDING CITATION[.];
 - FAILURE TO RESPOND TO THIS NOTICE COULD RESULT IN WARRANTS BEING ISSUED FOR YOUR ARREST AND YOUR DRIVERS LICENSE BEING SUSPENDED; and

• WARRANTS ARE ENFORCEABLE BY ANY LAW ENFORCEMENT OFFICER AND WOULD SUBJECT YOU TO BEING ARRESTED AT ANY TIME.

(Emphasis in original.) An example of Defendants' letters containing this language is attached as Exhibit A.

- 17. For these more than 180 municipalities, Defendants sent second-phase letters that contained the following, or substantially similar, language: "FAILURE TO RESPOND TO THIS NOTICE COULD RESULT IN WARRANTS BEING ISSUED FOR YOUR ARREST AND THE DENIAL OF THE RENEWAL OF YOUR DRIVERS LICENSE." (Emphasis in original.)
- 18. When Defendants sent letters described in Paragraphs 16 and 17, Defendants had little or no knowledge concerning the municipalities' plans to issue warrants for the consumers' arrest or whether failure to pay the Defendants would result in warrants being issued. For many of the municipalities, Defendants also lacked a reasonable basis for claiming that failure to pay the Defendants could result in driver's licenses being suspended or their renewal denied.
- 19. When collecting court-imposed municipal debts for at least nine municipalities that informed Defendants warrants may have been issued, Defendants sent second-phase letters to consumers that were headlined "**FINAL NOTICE PRIOR TO ARREST**" and contained the following, or substantially similar, language:
 - YOU WERE PREVIOUSLY NOTIFIED THAT CRIMINAL WARRANTS OR SUSPENSION OF YOUR DRIVER'S LICENSE MAY HAVE ALREADY BEEN ISSUED FOR FAILING TO PAY OR APPEAR;
 - TO KEEP FROM BEING ARRESTED YOU MUST ACT TODAY. IF YOU DO NOT RESPOND NOW, EVERY EFFORT WILL BE MADE TO HAVE YOU ARRESTED.

(Emphasis in original.) An example of Defendants' letters containing this language is attached as Exhibit B.

20. When Defendants sent the letter described in Paragraph 19 to consumers, Defendants had little or no knowledge concerning whether warrants had been issued for the consumers' arrest. Defendants also lacked a reasonable basis for claiming that, to keep from being arrested, the consumers must act immediately and that if consumers did not respond immediately, every effort would be made to have the consumers arrested.

LETTERS SENT WHERE WARRANTS WERE ISSUED

- 21. For more than 300 municipalities, when collecting court-imposed municipal debts where the municipalities informed Defendants that warrants have been issued, Defendants sent first-phase letters that were headlined "WARNING" and contained the following, or substantially similar, language:
 - WARRANTS HAVE BEEN ISSUED FOR YOUR ARREST;
 - WARRANTS ARE ENFORCEABLE . . . AT HOME [or] AT WORK; and
 - To avoid the embarrassment, time and expense of possibly being handcuffed, arrested, placed in jail and having your vehicle impounded, prompt action is necessary.

(Emphasis in original.) Examples of Defendants' letters containing this language, in English and Spanish, are attached as Exhibit C.

- 22. For these municipalities, Defendants also sent second-phase letters that were headlined "FINAL NOTICE PRIOR TO ARREST" and contained the following, or substantially similar, language:
 - YOU WERE PREVIOUSLY NOTIFIED THAT CRIMINAL WARRANTS WERE ISSUED ORDERING YOUR ARREST; and

• TO KEEP FROM BEING ARRESTED YOU MUST ACT TODAY. IF YOU DO NOT RESPOND NOW, EVERY EFFORT WILL BE MADE TO ENFORCE THESE WARRANTS AND HAVE YOU ARRESTED

(Emphasis in original.) Examples of Defendants' letters containing this language, in English and Spanish, are attached as Exhibit D.

23. When Defendants sent the letters described in Paragraphs 21 and 22, Defendants had little or no knowledge concerning the municipalities' plans to enforce the warrants and arrest consumers, or whether every effort would be made to arrest them. Defendants also lacked a reasonable basis for claiming that prompt payment was necessary for consumers to avoid the possibility of being arrested at their home or work, handcuffed, placed in jail, or have their vehicles impounded.

DECEPTIVE LETTERHEAD

- 24. The letterhead that Defendants used when sending letters regarding court-imposed municipal debts represented that the letters were from a governmental entity with enforcement authority. When collecting on behalf of virtually all their municipality clients, Defendants claimed to be either the "Warrant Enforcement Division" or the "Municipal Enforcement Division."
- 25. In some cases, Defendants claimed to be the "Warrant Enforcement Division," even when no warrants had been issued or Defendants did not know whether warrants had been issued.
- 26. Defendants are not a government entity nor are Defendants an enforcement division of a government entity. In no instances were Defendants empowered to enforce warrants.

COLLECTION OF CONSUMER DEBT

- 27. When collecting bills for utility services, emergency medical services, and other city services, Defendants frequently informed consumers about the need to maintain good credit and suggested that paying the bill was important to maintaining good credit. For example, for more than 200 municipalities, Defendants sent second-phase letters that contained the following, or substantially similar, language:
 - The remedies available to the city are usually costly and time consuming and could affect your credit. As you know, having good credit is important if you ever plan on purchasing a car or house, having utilities turned on, obtaining credit cards, or even obtaining employment as many employers review an applicant's credit reports before hiring them. It is therefore very important that you give this matter your immediate attention.
- 28. For at least two municipalities, when collecting bills for emergency medical services, Defendants threatened to report consumers' payment status to consumer reporting agencies, organizations that produce credit reports. For example, Defendants sent second-phase letters containing the following language:
 - The amount due appears to be seriously past due, so it is important that you give this matter your immediate attention.
 As of this date, we have not put this matter on your credit report. Maintaining good credit is important if you anticipate ever purchasing a car or house or even for smaller things like having utilities turned on, obtaining credit cards, or even obtaining employment, as many employers review an applicant's credit report before hiring; and
 - Your credit is not currently affected by this debt.

(Emphasis added.)

29. In no instances have Defendants reported a consumer's payment status to a consumer reporting agency. In addition, Defendants are not aware of any of their municipal clients ever reporting a consumer's payment status to a consumer reporting agency.

VIOLATIONS OF THE FTC ACT

- 30. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."
- 31. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT ONE

False or Unsubstantiated Statements Used to Collect Debts

- 32. In numerous instances in connection with the collection of debts, Defendants have represented, directly or indirectly, expressly or by implication, that:
 - a. Warrants have been issued for consumers' arrest;
 - b. Consumers must act immediately to keep from being arrested;
 - c. Failure to respond to Defendants' collection letters may result in arrest warrants being issued against consumers;
 - failure to respond to Defendants' collection letters may result in consumers' driver's licenses being suspended or renewal denied;
 - e. Consumers may be arrested at their home or work if they fail to promptly pay Defendants;
 - f. Consumers may be handcuffed, placed in jail, and their vehicles impounded if they fail to promptly pay Defendants;
 - g. Defendants' communications were from a governmental entity with the power to enforce warrants; and
 - h. Defendants will report consumers' payment status to consumer reporting agencies.

- 33. In truth and in fact, in numerous instances in which Defendants made the representations set forth in Paragraph 32 of this Complaint, the representations were false or were not substantiated at the time the representations were made.
- 34. Therefore, Defendants' representations as set forth in Paragraph 32 of this Complaint constitute deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE FDCPA

- 35. In 1977, Congress passed the FDCPA, 15 U.S.C. § 1692 *et seq.*, which became effective on March 20, 1978, and has been in force since that date. Section 814 of the FDCPA, 15 U.S.C. § 1692*l*, provides that a violation of the FDCPA shall be deemed an unfair or deceptive act or practice in violation of the FTC Act, and further authorizes the FTC to use all of its functions and powers under the FTC Act to enforce compliance with the FDCPA by any debt collector. The authority of the FTC in this regard includes the power to enforce the provisions of the FDCPA in the same manner as if the violations of the FDCPA were violations of an FTC trade regulation rule.
- 36. Defendants are "debt collectors" as defined in Section 803(6) of the FDCPA, 15 U.S.C. § 1692a(6).
- 37. A "consumer," as defined in Section 803(3) of the FDCPA, 15 U.S.C. § 1692a(3), is "any natural person obligated or allegedly obligated to pay any debt."
- 38. A "debt," as defined in Section 803(5) of the FDCPA, 15 U.S.C. § 1692a(5), is "any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been

reduced to judgment." Debts for municipal services, including utility bills and emergency medical services bills, are "debts" within the meaning of Section 803(5) of the FDCPA.

- 39. Section 807 of the FDCPA, 15 U.S.C. § 1692e, prohibits debt collectors from using any false, deceptive, or misleading representations or means in connection with the collection of any debt. Without limiting the general application of Section 807, the section includes 16 subsections specifying conduct that violates the section. Section 807(5), 15 U.S.C. § 1692e(5), prohibits the threat to take any action that cannot legally be taken or that is not intended to be taken.
- 40. Section 814(a) of the FDCPA, 15 U.S.C. § 1692*l*(a), provides that a violation of the FDCPA shall be deemed an unfair or deceptive act or practice in violation of the FTC Act, and authorizes the Commission to use all of its functions and powers under the FTC Act to enforce compliance with the FDCPA by any debt collector.

COUNT TWO

False or Misleading Statements Used to Collect Debts in Violation of the FDCPA

41. In numerous instances in connection with the collection of municipal debts covered by the FDCPA, Defendants, directly or indirectly, expressly or by implication, used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to, threatening to take an action that was not intended to be taken by falsely representing to consumers that Defendants will report consumers' payment status to consumer reporting agencies, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5).

CONSUMER INJURY

42. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the FDCPA. In addition, Defendants have been

unjustly enriched because of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

43. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814 of the FDCPA, 15 U.S.C. § 1692*l*, and the Court's own equitable powers, requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act and the FDCPA by Defendants;
- B. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the FDCPA, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and
- C. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

DAVID C. SHONKA Acting General Counsel

DAMA J. BROWN

Regional Director

Dated: March 7, 2017

LUIS H. GALLEGOS

Oklahoma Bar No. 19098

AARON HABERMAN Pro Hac Vice Pending

Texas Bar No. 24092468

THOMAS B. CARTER Pro Hac Vice Pending

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Federal Trade Commission

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(214) 979-9383; lgallegos@ftc.gov

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(214) 953-3079; (fax)

Attorneys for Plaintiff

FEDERAL TRADE COMMISSION

Municipal Enforcement Division

Toll Free Phone: (800) 555-5160

WARNING

| Defendant | CFI Number | Court | Fine & Court Cost |
|------------|------------|-----------|-------------------|
| «FullName» | «Insert12» | «Insert5» | «Insert1» |

Case Number (s) «Insert3»

YOU HAVE AN OUTSTANDING CITATION(S) IN THE «INSERT5».

FAILURE TO RESPOND TO THIS NOTICE COULD RESULT IN WARRANTS BEING ISSUED FOR YOUR ARREST AND YOUR DRIVERS LICENSE BEING SUSPENDED.

WARRANTS ARE ENFORCEABLE BY ANY LAW ENFORCEMENT OFFICER AND WOULD SUBJECT YOU TO BEING ARRESTED AT ANY TIME.

To resolve this matter you must act immediately. Mail or personally deliver, payable to the City, the fine and court costs. Sign and mail the payment coupon at the bottom of this notice with your payment. Send money orders as the court does not accept personal checks. You may also pay the fine and court costs online by credit card or e-check at: www.paytoday.us.



Scan to Pav

If you are unable to pay the full amount today, or you feel this letter is in error because you either have already paid the fine and costs, you have served time in jail for this offense, or you are the wrong person, please call Larry Brown, toll free, at (800) 555-5160 immediately. Our office hours are Monday through Friday from 8:00 am to 7:00 pm, Saturday 9:00 am to 1:00 pm.



Scan to Cal

Be aware that bankruptcy does NOT wipe out any court fines due in criminal cases, including misdemeanors. A person has a right to enter a plea or go to trial on any offense charged if said person has not previously done so.

To ensure proper credit to your account, please enclose bottom portion with payment.

CCSAMMS01W2_3AE_LTR

«Insert6» «Insert8»

CHANGE SERVICE REQUESTED

Date: November 12, 2014

CFI Number: «Insert12»

Case Number(s): «Insert3»

Municipality: «Insert5»

Fines & Cost: «Insert1»

«IMBSerialNumber»

Mail To: «Insert5» «Insert9» «Insert11»

«FullName» «AttnLine» «Address1» «Address2» «City» «State» «ZipCode»-«ZipPlus4»

By signing below I agree to waive my right to a trial by jury or trial before the Court and I hereby enter a plea of : _____Guilty _____No Contest Signature:

Warrant Enforcement Division

Toll Free Phone: (800) 555-5160

FINAL NOTICE PRIOR TO ARREST

| Defendant | CFI Number | Court | Fine & Court Cost |
|------------|------------|-----------|-------------------|
| «FullName» | «Insert12» | «Insert5» | «Insert1» |

Case Number (s) «Insert3»

YOU WERE PREVIOUSLY NOTIFIED THAT CRIMINAL WARRANTS OR SUSPENSION OF YOUR DRIVER'S LICENSE MAY HAVE ALREADY BEEN ISSUED FOR FAILING TO PAY OR APPEAR.

YOU HAVE APPARENTLY IGNORED THESE NOTICES AS NO ACTION HAS BEEN TAKEN TO RESOLVE THESE ISSUES.

TO KEEP FROM BEING ARRESTED YOU MUST ACT TODAY. IF YOU DO NOT RESPOND NOW, EVERY EFFORT WILL BE MADE TO HAVE YOU ARRESTED.

Mail, payable to the Warrant Enforcement Division, the fine and court costs. Sign and enclose the payment coupon at the bottom of this notice with your payment. You may pay the fine and court costs by credit card or e-check online at: www.paytoday.us.



Scan to Pay

If you are unable to pay the full amount today, or you feel this letter is in error because you either have already paid the fine and costs, you have served time in jail for this offense, or you are the wrong person, please call Larry Brown, toll free, at (800) 555-5160 immediately. Our office hours are Monday through Friday from 8:00 am to 7:00 pm, Saturday 9:00 am to 1:00 pm.



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Mail To:

CCSAMMS01W2_4CE_LTR

«Insert6» «Insert8»

CHANGE SERVICE REQUESTED

| Date: | September 29, 2014 | |
|-----------------|--------------------|--|
| CFI Number: | «Insert12» | |
| Case Number(s): | «Insert3» | |
| County: | «Insert5» | |
| Fines & Cost | «Insert1» | |

«Insert5» «Insert9» «Insert11»

«IMBSerialNumber»

«FullName» «AttnLine»

«Address1»

«Address2»

«City» «State» «ZipCode»-«ZipPlus4»

Warrant Enforcement Division

Toll Free Phone: (800) 555-5160

WARNING

| Defendant | CFI Number | Court | Fine & Court Cost |
|------------|------------|-----------|-------------------|
| «FullName» | «Insert12» | «Insert5» | «Insert1» |

Case Number (s) «Insert3»

WARRANTS HAVE BEEN ISSUED FOR YOUR ARREST.

WARRANTS ARE ENFORCEABLE BY ANY POLICE OFFICER ANYWHERE WITHIN THE STATE. WHILE AT HOME, AT WORK, OR ON A TRIP, YOU ARE SUBJECT TO BEING ARRESTED.

Your failure to take care of citations issued to you has resulted in the «Insert5» Municipal Court issuing warrants for your arrest. To avoid the embarrassment, time and expense of possibly being handcuffed, arrested, placed in jail and having your vehicle impounded, prompt action is necessary.

To have these arrest warrants recalled please mail, payable to the Warrant Enforcement Division, the fine and court costs. Sign and enclose the payment coupon at the bottom of this notice with your payment. You may pay the fine and court costs by credit card or e-check online at: www.paytoday.us.



Scan to Pay

If you are unable to pay the full amount today, or you feel this letter is in error because you either have already paid the fine and costs, you have served time in jail for this offense, or you are the wrong person, please call Larry Brown, toll free, at (800) 555-5160 immediately. Our office hours are Monday through Friday from 8:00 am to 7:00 pm, Saturday 9:00 am to 1:00 pm.



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To ensure proper credit to your account, please enclose bottom portion with payment.

CCSAMMS01W2_1AE_LTR

CFI Number
Case Number(s)
«Insert6»
«Insert8»
CHANGE SERVICE REQUESTED
CFI Number
Municipality
Fines & Cost

| Date | September 29, 2014 |
|----------------|--------------------|
| CFI Number: | «Insert12» |
| Case Number(s) | «Insert3» |
| Municipality | «Insert5» |
| Fines & Cost: | «Insert1» |
| | |

«IMBSerialNumber»

IMBSerialNumber»

«FullName» «AttnLine»

«Address1»

«Address2»

«City» «State» «ZipCode»-«ZipPlus4»

Mail To: «Insert5» «Insert9» «Insert11»

By signing below I agree to waive my right to a trial by jury or trial before the Court and I hereby enter a plea of : _____Guilty _____No Contest Signature:

Warrant Enforcement Division

Toll Free Phone: (800) 555-5160

FINAL NOTICE PRIOR TO ARREST

| Defendant | CFI Number | Court | Fine & Court Cost |
|------------|------------|-----------|-------------------|
| «FullName» | «Insert12» | «Insert5» | «Insert1» |

YOU WERE PREVIOUSLY NOTIFIED THAT CRIMINAL WARRANTS WERE ISSUED ORDERING YOUR ARREST.

YOU HAVE APPARENTLY IGNORED THESE NOTICES AS NO ACTION HAS BEEN TAKEN TO RESOLVE THESE WARRANTS.

TO KEEP FROM BEING ARRESTED YOU MUST ACT TODAY. IF YOU DO NOT RESPOND NOW, EVERY EFFORT WILL BE MADE TO ENFORCE THESE WARRANTS AND HAVE YOU ARRESTED.

To have these warrants recalled please mail, payable to the Warrant Enforcement Division, the fine and court costs. Sign and enclose the payment coupon at the bottom of this notice with your payment. You may pay the fine and court costs by credit card or e-check online at: www.paytoday.us.



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To ensure proper credit to your account, please enclose bottom portion with payment.

CCSAMMS01W2_4AE_LTR

Date September 29, 2014

CFI Number: «Insert12»

Case Number(s): «Insert3»

Municipality: «Insert5»

Fines & Cost «Insert1»

«Insert6» «Insert8»

CHANGE SERVICE REQUESTED

«IMBSerialNumber»

«FullName» «AttnLine» «Address1»

«Address2»

«City» «State» «ZipCode»-«ZipPlus4»

Mail To: «Insert5» «Insert9» «Insert11»

| By signing below I agree to waive my | right to a trial | by jury or trial before |
|---------------------------------------|------------------|-------------------------|
| the Court and I hereby enter a plea o | f:Guilty | No Contest |
| Signature: | | |