

No. 91393-5

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SUPREME COURT OF THE STATE OF WASHINGTON

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SANDRA C. THORNELL,

Respondent,

v.

SEATTLE SERVICE BUREAU, INC., d/b/a NATIONAL SERVICE  
BUREAU, INC., and STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Appellants.

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BRIEF OF AMICUS CURIAE  
UNITED POLICYHOLDERS

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## I. INTRODUCTION

United Policyholders (“UP”) submits this brief as amicus curiae to provide a short history and context for the Washington Consumer Protection Act and the business of insurance.

The Washington Consumer Protection Act was enacted to protect individual consumers from unfair conduct by businesses much larger and more powerful than they—conduct identical to State Farm Insurance (“State Farm”) and Seattle Service Bureau’s (“Seattle Service”) debt collection practices at issue in this case. Washington State courts are particularly attentive to the Act’s provisions in cases involving the insurance industry—an industry where unequal bargaining power and contracts of adhesion are a hallmark of the insurer/insured relationship—and in cases like the one at bar, where deceptive conduct by Washington-based corporations is affecting people all over the country.

Washington State has a proud history of protecting citizens against unfair business practices. The bullying tactics at issue here cannot be permitted to continue, lest our state become “a harbor for [insurance companies] engaging in unscrupulous practices out of state.” *Schnall v. AT&T Wireless Servs., Inc.*, 171 Wn.2d 260, 287 (2011) (dissent). United Policyholders urges this Court to continue protecting the lawful rights of

consumers by recognizing the proper scope and application of the Washington Consumer Protection Act.

## II. STATEMENT OF THE CASE

Amici adopt the statement of the Plaintiff.

## III. ARGUMENT

### A. Washington's Consumer Protection Laws Have Always Protected the Rights of Consumers.

When the Washington legislature enacted the WCPA in 1961,<sup>1</sup> it recognized that average consumers are vulnerable to businesses' sophisticated techniques directed at them, and thus consumers are entitled to statutory protections.<sup>2</sup> In fact, the WCPA "declare[s] that the purpose of this act is to ... *protect the public* and foster fair and honest competition." RCW 19.86.920. The legislative intent to protect

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<sup>1</sup> By 1970, the WCPA was amended to include a private cause of action. See 1970 Wash. Sess. Laws 202 (codified at RCW § 19.86.090).

<sup>2</sup> Washington courts have consistently emphasized that the purpose of the WCPA is to protect consumers as members of the general public. *McDonald v. OneWest Bank, FSB*, 929 F. Supp. 2d 1079, 1097 (W.D. Wash. 2013) ("The purpose of the CPA is to protect consumers from harmful practices[.]"); *Peterson v. Kitsap Cmty. Fed. Credit Union*, 171 Wn. App. 404, 424-25 (2012) (recognizing the purpose is to protect the public from deceptive business practices and thus should be liberally construed); *Dwyer v. J.I. Kislak Mortg. Corp.*, 103 Wn. App. 542, 547-48 (2000) ("The Washington Legislature passed the Consumer Protection Act for a laudable purpose: to protect Washington citizens from unfair and deceptive trade and commercial practices."). Indeed, given the opportunity to dispense with the public interest requirement, the Washington Supreme Court chose not to do so. *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 788 (1986).

consumers from unfair business tactics is evident in virtually every section of the WCPA.<sup>3</sup>

The legislature also made clear that the WCPA should apply broadly to maximize its effectiveness: “in deciding whether conduct restrains or monopolizes trade or commerce, . . . determination of the relevant market or effective area of competition shall not be limited by the boundaries of the state of Washington. To this end, this act shall be liberally construed that its beneficial purposes may be served.” 1961 Wash. Sess. Laws Ch. 216 at § 20 (codified at RCW 19.86.920). That is, “[t]he CPA targets *all* unfair trade practices *either originating from Washington businesses or harming Washington citizens.*” *Kelley v. Microsoft Corp.*, 251 F.R.D. 544, 553 (W.D. Wash. 2008) (emphasis added).

Accordingly, based on the statutory language and subsequent case law interpreting it, the WCPA should not be “limited by the state boundaries:” instead, the WCPA protects the public from *all* unfair and fraudulent practices that are used by Washington businesses *or* that harm

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<sup>3</sup> See, e.g., 1961 Wash. Sess. Laws Ch. 216 at § 5 (codified at RCW 19.86.040) (prohibiting behavior that would lessen competition or tend to create a monopoly); § 6 (codified at RCW 19.86.060) (prohibiting acquisitions that would less competition); § 7 (codified at RCW 19.86.070) (prohibiting labor of a human being as a commodity); §§ 8-16 (codified at RCW 19.86.080 – 19.86.115) (empowering the Attorney General’s Office to enforce the WCPA).



Washington consumers. RCW 19.86.920; *Kelley*, 251 F.R.D. at 553; *State v. Reader's Digest Ass'n*, 81 Wn.2d 259, 280 (1972) (rejecting the argument that the WCPA should be limited to only intrastate commerce for the same reason).

**B. The Washington State Consumer Protection Act Should be Applied Broadly to Protect Insurance Consumers in Particular.**

Broad application of the WCPA is particularly important in the context of insurance transactions due to the inherent vulnerability of insurance consumers that underlies the quasi-fiduciary status of insurers, the broad impact of the insurance industry, and the potential for non-Washington insurance companies to engage in unethical behavior through Washington-based agents in efforts to skirt the WCPA.

**1. The insurance industry maintains a markedly unequal power balance between insurance companies and policyholders.**

The power imbalance between consumers and businesses is particularly apparent in the insurance industry as insurance companies are both wealthy and politically powerful.<sup>4</sup> When the business of insurance

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<sup>4</sup> "It is a booming business: the insurance industry's net premiums totaled \$1.2 trillion in 2008. Global insurance premiums in 2009 were \$4.1 trillion, with the U.S. representing \$1.14 trillion of that number. Insurance companies have the power to influence regulation and influence state legislatures through their ability to hire lobbyists, make campaign contributions, and generally flex their muscles, but the question remains as to what protections are available for insureds?" Constance A.

enters the courtroom, the power struggle is even further magnified:

“[i]nsurance companies['] litigation abilities, when combined with policyholders' financial vulnerability and strict enforcement of contract law, virtually guarantee an insurance company victory against an aggrieved policyholder. Exploiting policyholders' financial vulnerability can be a lucrative business. An insurance company is a financial colossus with unmatched resources and expertise in insurance coverage litigation.”

Eugene R. Anderson & James J. Fournier, *Why Courts Enforce Ins.*

*Policyholders' Objectively Reasonable Expectations of Ins. Coverage*, 5

Conn. Ins. L.J. 335, 382 (1998).

In addition to its financial and political power, the insurance industry relies on adhesion contracts, which contribute to the power imbalance. “Insurance contracts are generally not the result of the typical bargaining and negotiating processes between roughly equal parties that is the hallmark of freedom of contract.” 16 Williston on Contracts § 49:15 (4th ed.). Instead, insurance companies have unilateral control over their policies and frequently offer a pre-packaged form, creating a true take-it-or-leave-it situation. This Court has recognized that insurance companies are highly advantaged in this way: “The industry knows how to protect

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Anastopoulos, *Bad Faith: Building A House of Straw, Sticks, or Bricks*, 42 U. Mem. L. Rev. 687, 690-91 (2012) (internal citations omitted).

itself and it knows how to write exclusions and conditions.” *Panorama Vill. Condo. Owners Ass’n Bd. of Dirs. v. Allstate Ins. Co.*, 144 Wn.2d 130, 141 (2001) (quoting *Boeing Co. v. Aetna Cas. & Surety Co.*, 113 Wn.2d 869, 887 (1990)).<sup>5</sup>

**2. The insurance industry affects almost every citizen in the State of Washington.**

Washington has specifically recognized that the state has a uniquely strong interest in protecting the public from companies in the insurance industry under the WCPA<sup>6</sup> for the additional reasons that insurance has such a broad impact. Insurance is considered a necessary part of life’s daily operations; people who seek to drive a vehicle, operate

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<sup>5</sup> See also *United Guar. Mortg. Index. Co. v. Countrywide Fin. Corp.*, 660 F. Supp. 2d 1163, 1175 n.14 (C.D. Cal. 2009) (“not even ‘line-by-line’ negotiation by the parties changes the rule [that ambiguities are resolved against the insurer] if the negotiated lines are ‘adopted verbatim from standard form policies’ used by the insurer”); *Allen v. Prudential Ins. Co.*, 67 Wn.2d 845, 854 (1966) (“insurance companies do not stand upon the same level footing as do individuals in making contracts with each other, and ... an insurance company should not be allowed by its conduct to mislead an insured to his disadvantage” (internal quotation marks omitted)).

<sup>6</sup> See RCW 48.01.030 (“The business of insurance is one affected by the public interest, requiring that all persons be actuated by good faith, abstain from deception, and practice honesty and equity in all insurance matters. Upon the insurer, the insured, their providers, and their representatives rest[] the duty of preserving inviolate the integrity of insurance.”); *Salois v. Mutual of Omaha Ins. Co.*, 90 Wn.2d 355, 359 (1978) (noting for the first time that “RCW 48.01.030 is a clear declaration that there is a public interest in the business of insurance and that it is to be conducted in good faith and free from deception” and marrying RCW 48.01.030 to the WCPA).

businesses, or obtain a home loan, are legally required to purchase insurance. Because of its broad public impact, the insurance business is highly regulated in Washington<sup>7</sup> and Washington courts have developed strict guidelines that require interpreting insurance policies in favor of the insured.<sup>8</sup> Indeed, the United States Supreme Court has repeatedly acknowledged the public interest at stake in protecting policyholders from insurance companies.<sup>9</sup> As “Supreme Court Justice Hugo Black stated

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<sup>7</sup> WAC Title 284; RCW 48.01, *et seq.*

Further, Courts across the country have recognized that there is a strong state interest in protecting consumers from insurance companies. Jeffrey E. Thomas, *Ins. Law Between Bus. Law & Consumer Law*, 58 Am. J. Comp. L. 353, 353 (2010) (describing each of the fifty states’ “comprehensive and robust system of insurance regulation through statutes, administrative regulations, and common law rules”).

<sup>8</sup> *See Capitol Specialty Ins. Corp. v. Beach Eatery & Surf Bar, LLC*, 36 F. Supp. 3d 1026, 1033 (E.D. Wash. 2014) (citing Washington common law cases for proposition that courts resolve ambiguity in insurance policies in favor of the insured); *Holden v. Farmers Ins. Co. of Wash.*, 169 Wn.2d 750, 756 (2010) (*end banc*) (“ambiguity must be construed against the insurer and in favor of the insured”); *McDonald v. State Farm Fire & Cas. Co.*, 119 Wn.2d 724, 733 (1992) (ambiguity as to exclusionary language must be construed against insurance company); *George v. Farmers Ins. Co. of Wash.*, 106 Wn. App. 430, 439 (2001) (insurance policies “should be given a fair, reasonable, and sensible construction as would be given to the contract by the average person purchasing insurance. . . . Ambiguous insurance clauses should be construed against the drafter[.]”).

<sup>9</sup> *Cal. State Auto Ass’n Inter-Ins. Bureau v. Maloney*, 341 U.S. 105, 109-10 (1951); *Prudential Ins. Co. v. Benjamin*, 328 U.S. 408, 415-16 (1946); *Robertson v. Cal.*, 328 U.S. 440, 447 (1946); *Osborn v. Olin*, 310 U.S. 53, 65 (1940) (“Government has always had a special relation to

[seventy years ago], ‘Perhaps no modern commercial enterprise directly affects so many persons in all walks of life as does the insurance business. Insurance touches the home, the family, and the occupation or the business of almost every person in the United States.’” Constance A. Anastopoulo, *Bad Faith: Building A House of Straw, Sticks, or Bricks*, 42 U. Mem. L. Rev. 687, 690-91 (2012) (internal citations omitted) (quoting *United States v. South-Eastern Underwriters Ass’n*, 322 U.S. 533, 540 (1944)).

This Court recently applied the WCPA to not just insurance companies but also “deceptive insurance subrogation collection activities” because of “the broad legislative mandate that the business of insurance is vital to the public interest, the public policies favoring honest debt collection, and *the statutory mandate to liberally construe the CPA in order to protect the public from inventive attempts to engage in unfair and deceptive business practices.*” *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 55 (Wash. 2009) (emphasis added).<sup>10</sup>

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insurance.”); *O’Gorman & Young, Inc. v. Hartford Fire Ins. Co.*, 282 U.S. 251, 257 (1931).

<sup>10</sup> In *Panag*, the plaintiff brought a class action against the other motorists’ insurance company, Farmer’s Insurance Company of Washington (“Farmer’s”), under the WCPA. 166 Wn.2d at 34. Farmer’s retained a collection agency that sent the plaintiff letters titled “FORMAL COLLECTION NOTICE” and similar misleading notices threatening collection, suspension of driver’s license, and litigation costs. *Id.* at 35. The Supreme Court held that “[t]he deceptive use of traditional debt collect methods to induce someone to remand payment of an alleged debt

3. **Given the protections of the WCPA, Washington State should not become a safe harbor for abusive insurance practices.**

Additionally, if the WCPA is not recognized in law to protect consumers from bad actors like State Farm and Seattle Service, then Washington State may quickly become a haven for companies engaging in deceptive and fraudulent practices. Under an unduly narrow read of the WCPA, insurance and other industries based outside of the State of Washington and across the country will simply retain subrogation collection companies like Seattle Service to engage in hostile and dishonest techniques to the detriment and harm of consumers nationwide, knowing that the Washington courts will protect them. “If a Washington business is acting in an unfair or dishonest way nationwide, Washington has a strong interest to address the full, nationwide effects of that behavior; Washington should not become a harbor for businesses engaging in unscrupulous practices out of state.” *Schnall v. AT&T Wireless, Inc.*, 171 Wn.2d 260, 287 (2011) (Sanders, J. dissent) (citing *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 785 (1986)).<sup>11</sup> Indeed, the District Court for the Western District of

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is precisely the kind of ‘inventive’ unfair and deceptive activity the CPA was intended to reach.” *Id.* at 49. *See also* Pl.’s Responsive Br. at 14-17 (describing and applying *Panag*).

<sup>11</sup> *See also* Pl.’s Responsive Br. at 13.

Washington has acknowledged that out-of-state plaintiffs can bring claims against Washington companies under the WCPA on this very basis:

“Although Plaintiff is a resident of North Carolina, Plaintiff is not prohibited from asserting CPA claims against Washington corporations as a non-resident [because] . . . Washington State has a strong interest in enforcing its laws against its businesses, lest the state ‘become a harbor for business engaging in unscrupulous practices out of state.’” *Rajagopalan v. NoteWorld, LLC*, 2012 WL 727075, at \*5 (W.D. Wash. Mar. 6, 2012) (quoting *Schnall*, 171 Wn.2d at 287 (Sanders, J. dissent)) (finding arbitration clause that impaired plaintiff’s right to sue defendant under WCPA as unconscionable); see *Peterson v. Graoch Assocs. No. 111 Ltd. P’ship*, 2012 WL 254264, at \*2 (W.D. Wash. Jan. 26, 2012) (“Upon review of the cases, the Court also finds that the CPA recognizes claims asserted by non-resident consumers against Washington corporate entities.... Therefore Defendants’ motion to dismiss Plaintiffs’ CPA claim is denied.”). This reasoning applies directly here.

**C. Defendants’ Conduct Directly and Indirectly Affects Washington State Insurance Consumers.**

This is not a case where neither party has a link to Washington. Seattle Service Bureau is a Washington corporation.<sup>12</sup> In the increasingly

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<sup>12</sup> Compl., Dkt. No. 1, ¶ 1.

aggressive and urgent letters—misleadingly styled as demand letters for collection of a debt—Seattle Service stated that State Farm assigned the case to Seattle Service’s “office” located in Bothell, Washington. The plaintiff received multiple letters from Seattle Service stating that she owed over \$9,000.<sup>13</sup> In reality, the plaintiff was not indebted to State Farm for any amount.<sup>14</sup> A Washington corporation instructed the plaintiff to issue payment to it and provided a Washington address for remittance of such payment. To hold that the WCPA does not apply against such blatantly unfair and aggressively deceptive conduct by a Washington corporation is to erode the purpose of the statute.

Moreover, State Farm and Seattle Service have already targeted many legitimate, law-abiding insurance consumers across the country as potential victims to their aggressive and misleading practices.

Arizona resident Mr. Marco Gonzalez has never been involved in a hit-and-run car accident.<sup>15</sup> Nonetheless, in a transparent attempt to mislead him and collect funds, Seattle Service (on behalf of State Farm) sent Mr. Gonzalez multiple bills for damage associated with a hit-and-run

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<sup>13</sup> See Pl.’s Responsive Br. at 4-9.

<sup>14</sup> Pl.’s Responsive Br. at 8.

<sup>15</sup> Declaration of Marco Gonzalez (“Gonzalez Decl.”), ¶¶ 2, 7, attached hereto as Exhibit 1.



vehicle accident.<sup>16</sup> These bills were sent on Seattle Service letterhead bearing a Bothell, Washington address and Seattle area code phone number.<sup>17</sup> In addition to bills, Seattle Service called Mr. Gonzalez about this “debt”—from a Seattle area code phone number<sup>18</sup>—and repeatedly threatened to have his license revoked.<sup>19</sup> Mr. Gonzalez explained that he was not involved in any kind of vehicle accident on the alleged date of the hit-and-run and further clarified that the vehicle involved was a different model year and had a different license plate number.<sup>20</sup> But Seattle Service continued its aggressive tactics to intimidate and scare Mr. Gonzalez into paying \$2,423.37—thousands of dollars for an accident in which he was not involved.

Florida resident Wayne Roddy was on his bicycle when he was struck by a vehicle.<sup>21</sup> After State Farm (the driver’s insurance company) settled the claim for Mr. Roddy’s injuries and damages, Seattle Service began sending Mr. Roddy bills similar to those the plaintiff and Mr.

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<sup>16</sup> *Id.* ¶¶ 4, 5, 9-11.

<sup>17</sup> *Id.*

<sup>18</sup> *Id.* ¶ 3.

<sup>19</sup> *Id.* ¶¶ 9, 11.

<sup>20</sup> *Id.* ¶ 9.

<sup>21</sup> Declaration of Wayne Roddy (“Roddy Decl.”), ¶ 3, attached hereto as Exhibit 2.

Gonzalez received—letters that were styled as debt collection notices.<sup>22</sup> These bills were sent on the Seattle Service letterhead with the Bothell, Washington address and (206) phone number.<sup>23</sup> Mr. Roddy has received four letters and multiple voicemails from Seattle Service regarding his non-payment of this “debt.”<sup>24</sup>

Seattle Service also targeted 65-year old Georgia resident Gayle Linsey. Seattle Service and another collection agency have sent her multiple written notices for varying amounts—from \$6,224.32, to \$7,938.87 to \$11,227.32.<sup>25</sup> Like the plaintiff, Mr. Gonzalez, and Mr. Roddy (and likely thousands of others), the Seattle Service notice bore a Bothell, Washington address and (206) area code phone number.<sup>26</sup> Seattle Service and the other collection agency have called Ms. Linsey’s home and business lines multiple times, most recently from a phone number bearing an Olympia, Washington area code.<sup>27</sup> Seattle Service’s

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<sup>22</sup> Roddy Decl. ¶¶ 5-13.

<sup>23</sup> *Id.* ¶¶ 5-13.

<sup>24</sup> *Id.* ¶¶ 5-14.

<sup>25</sup> Declaration of Gayle Linsey (“Linsey Decl.”), ¶¶ 4, 12, 15, attached hereto as Exhibit 3.

<sup>26</sup> *Id.* ¶ 5.

<sup>27</sup> *Id.* ¶¶ 9, 17.

bullying has affected thousands of people across the country, including over 700 Washington citizens.<sup>28</sup>

#### IV. CONCLUSION

Creating blanket immunity for Washington businesses under the WCPA where an out-of-state plaintiff suffers direct injury would be a radical departure from the stated purpose of the statute and well-established precedent. The plain scope of the WCPA extends protection to those harmed by the conduct of Washington businesses irrespective of the state in which the injured consumer is domiciled.

For these reasons, UP urges this Court to hold that (1) the WCPA provides for a cause of action for a non-Washington plaintiff to sue a Washington corporation for deceptive conduct, and (2) the WCPA provides for a cause of action for a non-Washington plaintiff to sue a non-Washington corporation for the deceptive conduct of its Washington conduct.

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<sup>28</sup> Pl.'s Responsive Br. at 9 (citing Declaration of Fuchs, Dkt. 3, at ¶¶ 3-4).

DATED: September 4, 2015

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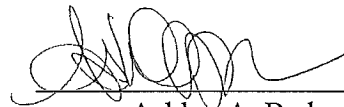
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# Exhibit 1

No. 91393-5

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SUPREME COURT OF THE STATE OF WASHINGTON

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Respondent,

v.

SEATTLE SERVICE BUREAU, INC., d/b/a NATIONAL SERVICE  
BUREAU, INC., and STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Appellants.

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DECLARATION OF MARCO GONZALEZ IN SUPPORT OF BRIEF  
OF AMICUS CURIAE UNITED POLICYHOLDERS

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I, MARCO GONZALEZ, declare as follows:

1. I am over 21 years of age, am of sound mind and body, and I make this declaration based on my personal knowledge.

2. I am a resident of Phoenix, Arizona.

3. On June 23, 2015 at 11:55 p.m., I received a voicemail message from Roxy Heggenberger at my father's house. She asked me to return her call to discuss an incident that I was allegedly involved in with my car. She provided a return phone number with the area code (206), which I understand to be an area code assigned to the Seattle, Washington area.

4. On or about June 26, 2015, I received correspondence in the mail sent to my home from National Service Bureau, titled "Notice of Insurance Claim, \$2423.37." Given the format and font, language used, and content, this correspondence appeared to be a bill, similar to a credit card bill, instructing me to "detach and return [the] lower portion in the enclosed envelope" or pay online. A true and correct copy of this bill is attached hereto as Attachment A.

5. Attachment A states that "STATE FARM INSURANCE CO. has paid \$2423.37 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you." The bill stated it was "from a subrogation collector" and was "an attempt to

collect an Assigned Amount[.]” It claims that the “date of loss” was February 8, 2105 and in bold capital letters proclaimed “**IMMEDIATE ATTENTION REQUIRED.**”

6. Attachment A was sent on National Service Bureau letterhead, which bore an address in Bothell, Washington and a phone number with the area code (206).

7. After receiving this notice from National Service Bureau, I called my insurance company, Farmer’s Insurance. The Farmer’s Insurance representative told me that there was no open claim on my file from Farmer’s or any other individual or company.

8. I was not involved a hit-and-run incident or any kind of motor vehicle incident on or about February 8, 2015. In fact, I have never been involved in a hit-and-run incident.

9. On July 3, 2015 at 4:47 p.m., Roxy Heggenberger again telephoned me at my home. She stated that I needed to send the National Service Bureau \$2,423.37 for damages in relation to a hit-and-run accident. She stated that if I did not pay this debt, my driver’s license would be suspended. During this conversation, I repeatedly told Ms. Heggenberger that she was calling the wrong person and that I was not involved in any such incident. Finally, I asked Ms. Heggenberger for the vehicle year and license plate number that was allegedly involved in this

incident—neither the vehicle year nor license plate number matched any vehicle I currently or previously have owned. Ms. Heggenberger told me that she would note this as a “non-payment” and disconnected the telephone call.

10. On or about July 27, 2015, I received a second bill from National Service Bureau to my home titled “5-DAY NOTICE.” (emphasis in original). Like Attachment A, given the format and font, language used, and content, this correspondence appeared to be a bill. A true and correct copy of this letter is attached hereto as Attachment B.

11. Attachment B was from a Mr. Tuskie at the National Service Bureau and states:

In most cases your **DRIVER’S LICENSE and VEHICLE TAGS** can be suspended or canceled . . . If this is the case, and you do not respond to this written notice **WITHIN 5 BUSINESS DAYS**, we may request **SUSPENSION OF YOUR DRIVER’S LICENSE**, and also **REMOVAL OF YOUR VEHICLE LICENSE PLATE REGISTRATION** based on the **FINANCIAL RESPONSIBILITY LAWS** of your state.

(emphasis in original).

12. Like the first bill I received, Attachment B also stated that the letter is “from a subrogation collector and is an attempt to collect an

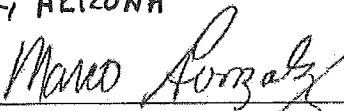
assigned amount.” It provided that payment programs were available, “but some voluntary of involuntary solution must be achieved.” It also provided a link for payment: “You may pay your account online at <http://payments.nsbj.net>.”

13. Also like Attachment A, Attachment B was sent on National Service Bureau letterhead, which bore an address in Bothell, Washington and a phone number with the area code (206).

14. I have not received any further communications from NSB since July 27, 2015.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 2 day of September 2015, a.

PHOENIX, ARIZONA



MARCO GONZALEZ

# Exhibit A



NATIONAL SERVICE BUREAU, INC.  
 Bonded Collection Services  
 18912 North Creek Pkwy Suite 205, BOTHELL, WA 98011  
 (206) 801-0390 (866) 533-0927  
 Hours of Operation 7am - 5pm PST

06-26-15

GONZALEZ, MARCO  
 3242 E HUBBELL ST  
 PHOENIX AZ 85008-2927

Claim ID Information  
 NSB ID#: 2517069  
 RE: STATE FARM INSURANCE CO.  
 CLAIM#: 03-600C-047  
 ASSIGNED AMOUNT: \$2423.37  
 DATE OF LOSS: 02-08-15  
 Pay online at <http://payments.nsb.net>

**NOTICE OF INSURANCE CLAIM, \$2423.37  
 IMMEDIATE ATTENTION REQUIRED**

Dear GONZALEZ, MARCO,

You have been named as the responsible party by our client STATE FARM INSURANCE CO., for the damages caused by you against their insured's property. As of this notice date, STATE FARM INSURANCE CO. has paid \$2423.37 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you.

Based on the Financial Responsibility Laws of your state, if the damages were due to the operation of a motor vehicle or if you were the owner of the vehicle, then any request for claim verification may not prevent possible suspension of your driver's license and removal of your vehicle license plate registration.

**Important Insurance Coverage**

If you had insurance coverage on the date of loss, we encourage you to immediately contact our office with your insurance information so we can file a claim on your behalf. If you did not have insurance coverage on the date of loss, then remit your payment in full to our office or call our office at (866) 533-0927 to make payment arrangements.

ROXY HEGGENBERGER  
 Subrogation Division

**Important Notice**

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

**\*\*PLEASE SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION\*\***

PLEASE DETACH AND RETURN LOWER PORTION IN THE ENCLOSED ENVELOPE

P. O. Box 1259, Dept. 94367  
 Oaks, PA 19456



IF PAYING BY VISA, MASTERCARD OR AMERICAN EXPRESS, FILL OUT BELOW		
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMER. EXP.
EXPIRATION DATE	EXP. DATE	SECURITY
SIGNATURE		MUST INCLUDE 6 DIGIT CVV SECURITY CODE FROM FRONT OF CARD. BRING BACK TO CARD

Pay online at <http://payments.nsb.net>

NSB ID #: 2517069

**Total Amount Assigned: \$2423.37**



94365-214

GONZALEZ, MARCO  
 3242 E HUBBELL ST  
 PHOENIX AZ 85008-2927

National Service Bureau, Inc.  
 P.O. Box 747  
 Bothell, WA 98041-0747



159000

# Exhibit B

P. O. Box 1259, Dept. 94367  
Oaks, PA 19456



NATIONAL SERVICE BUREAU, INC.  
Bonded Collection Services  
18912 North Creek Pkwy Suite 205, BOTHELL, WA 98011  
206-801-0390 866-533-0927  
Hours of Operation 7am - 5pm PST

07-27-15



94351 - 35



GONZALEZ, MARCO  
3242 E HUBBELL ST  
PHOENIX AZ 85008-2927

NSB ID #: 2517069  
RE: STATE FARM INSURANCE CO.  
STATE FARM CLAIM #: 03-600C-047  
**ASSIGNED AMOUNT: \$2423.37**  
DATE OF LOSS: 02-08-15

**5-DAY NOTICE**

Dear GONZALEZ:

If this loss was due to your operation of a motor vehicle, and you did not have insurance coverage on the date of the accident with our client's insured, then you may be in violation of the financial responsibility laws of your state. In most cases your **DRIVER'S LICENSE** and **VEHICLE TAGS** can be suspended or canceled if you are in violation of your particular state's financial responsibility laws. Insurance is mandatory in most states. If this is the case, and you do not respond to this written notice **WITHIN 5 BUSINESS DAYS**, we may request **SUSPENSION OF YOUR DRIVER'S LICENSE**, and also **REMOVAL OF YOUR VEHICLE LICENSE PLATE REGISTRATION** based on the **FINANCIAL RESPONSIBILITY LAWS** of your state.

If you did not have insurance on the date of this accident and wish to resolve this matter without further action, or there is other information we are not aware of, call our office without delay. Payment programs may be available for your particular situation, but some voluntary or involuntary solution must be achieved.

You may pay your account online at <http://payments.nsb.net>.

**\*\*\*IF YOU HAD INSURANCE COVERAGE ON THE DATE OF THE ACCIDENT, PLEASE CALL TOLL FREE AT 866-533-0927 AT YOUR VERY EARLIEST OPPORTUNITY AND GIVE US THAT INFORMATION, OR COMPLETE THE REQUESTED INFORMATION BELOW AND RETURN TO US AT THE ADDRESS ABOVE. THIS WILL IMMEDIATELY STOP ANY EFFORTS THAT WE MAY HAVE BEGUN TOWARD SUSPENDING YOUR LICENSE AND/OR REGISTRATION.**

YOUR INSURANCE COMPANY: \_\_\_\_\_  
INSURANCE COMPANY PHONE #: \_\_\_\_\_  
INSURANCE POLICY NUMBER: \_\_\_\_\_  
WHO IS NAMED INSURED(S)?: \_\_\_\_\_  
YOUR DAYTIME PHONE: \_\_\_\_\_ EVE: \_\_\_\_\_

MR. TUSKIE  
NATIONAL SERVICE BUREAU, INC.

\*\*\*If judgment is required to suspend your license and/or your vehicle license plate registration in your state, we will be reviewing this case for that possibility after this 5-day period expires.

This communication is from a subrogation collector and is an attempt to collect an assigned amount. Any information obtained will be used for that purpose.





# Exhibit 2

No. 91393-5

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SUPREME COURT OF THE STATE OF WASHINGTON

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SANDRA C. THORNELL,

Respondent,

v.

SEATTLE SERVICE BUREAU, INC., d/b/a NATIONAL SERVICE  
BUREAU, INC., and STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Appellants.

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DECLARATION OF WAYNE RODDY IN SUPPORT OF BRIEF OF  
AMICUS CURIAE UNITED POLICYHOLDERS

---

Steve W. Berman (WSBA #12536)  
Ashley A. Bede (WSBA # 40521)  
Hagens Berman Sobol Shaprio LLP  
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Seattle, WA 98101  
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Attorneys for *Amicus Curiae* United  
Policyholders in Support of Plaintiff-  
Appellee Thornell

**OF COUNSEL**

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Daniel Wade (CA 296958)  
United Policyholders  
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San Francisco, CA 94104  
Amy.Bach@uphelp.org  
Dan.Wade@uphelp.org

I, WAYNE RODDY, declare as follows:

1. I am over 21 years of age, am of sound mind and body, and I make this declaration based on my personal knowledge.
2. I am a resident of Oakland Park, Florida.
3. On October 16, 2014, I was struck by a vehicle while I was riding my bicycle. This incident occurred in Oakland Park, Florida and the police were on the scene. According to the crash report, the driver was a Florida resident and was insured by State Farm Insurance Company ("State Farm").
4. On or about November 4, 2014, State Farm settled my claim against their driver for my bodily injuries and damage to my bicycle in connection with the October 16 incident. I received payment shortly thereafter.
5. On or about February 3, 2015, I received correspondence sent to my personal address from National Service Bureau, titled "NOTICE OF INSURANCE CLAIM, YOU OWE \$203.01." In bold capital letters it proclaimed **"IMMEDIATE ATTENTION REQUIRED"**. This correspondence appeared to be a bill, similar to a credit card bill, instructing me to "detach and return [the] lower portion in the enclosed envelope" or pay online. A true and correct copy of this bill is attached hereto as Attachment A.

6. Attachment A was from a Mr. Tuskie at the National Service Bureau and states that "STATE FARM INSURANCE CO. has paid \$203.01 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you." It states that the "date of loss" was October 16, 2014." I understood this to mean that State Farm sought payment by me personally for any damage done to the vehicle that struck me on October 16, 2014.

7. On or about February 26, 2015, I received correspondence sent to my personal address from National Service Bureau enclosing "a copy of the suspension request [NSB's] office sent to the state requesting the suspension [sic] of [my] driver's license." A true and correct copy of this letter is attached hereto as Attachment B.

8. Attachment B was from a Theo Penniman at National Service Bureau and states that National Service Bureau's client is State Farm Insurance Company. It lists the date of loss as October 16, 2014. Attachment B was sent on National Service Bureau letterhead, which bore an address in Bothell, Washington and a phone number with the area code (206), which I understand to be an area code assigned to the Seattle, Washington area.

9. On or about March 5, 2015, I received correspondence sent to my personal address from National Service Bureau titled "5-DAY

NOTICE" (emphasis in original). Like Attachment A, given the format and font, language used, and content, this correspondence appeared to be a bill. A true and correct copy of this letter is attached hereto as Attachment C.

10. Attachment C was from Theo Penniman at the National Service Bureau and states:

In most cases your **DRIVER'S LICENSE** and **VEHICLE TAGS** can be suspended or canceled . . . If this is the case, and you do not respond to this written notice **WITHIN 5 BUSINESS DAYS**, we may request **SUSPENSION OF YOUR DRIVER'S LICENSE**, and also **REMOVAL OF YOUR VEHICLE LICENSE PLATE REGISTRATION** based on the **FINANCIAL RESPONSIBILITY LAWS** of your state.

(emphasis in original).

11. Like Attachment A, Attachment C also stated that the letter is "from a subrogation collector and is an attempt to collect an assigned amount." It provided that payment programs were available, "but some voluntary of involuntary solution must be achieved." It also provided a link for payment: "You may pay your account online at <http://payments.nsbi.net>."

12. On or about March 9, 2015, I received correspondence sent to my personal address from Theo Penniman at National Service Bureau. It instructed me to "Please remit payment to: NATIONAL SERVICE BUREAU, INC., PO BOX 747, BOTHELL, WA 98041-0747." It enclosed documents relating to the October 16, 2014 incident described in ¶ 3 above and what I understood to be a bill for repairs done to the vehicle that struck me. A true and correct copy of this letter is attached hereto as Attachment D.

13. Like Attachment B, Attachment D was sent on National Service Bureau letterhead, which bore an address in Bothell, Washington and a phone number with the area code (206), which I understand to be an area code assigned to the Seattle, Washington area. It further represented that National Service Bureau "are the legal subrogees for the above named client [State Farm Insurance]." Like Attachments A and B, Attachment D also stated that the letter is "from a subrogation collector and is an attempt to collect an assigned amount."

14. Over the course of two months, I received multiple voicemail messages from National Service Bureau referencing my claim number and asking me to return their calls. I did not answer the phone calls because I recognized the (206) area code. The calls came from

different National Service Bureau representatives at different times of the day, sometimes multiple times a day and as frequent as every other day.

15. I have not received a voicemail message or letter from National Service Bureau since late March or early April 2015.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 1<sup>st</sup> day of September 2015, at Oakland Park, Florida.

  
WAYNE RODDY

# Exhibit A



# NSB | National Service Bureau

NATIONAL SERVICE BUREAU, INC.  
 Bonded Collection Services  
 18912 North Creek Pkwy Suite 205, BOTHELL, WA 98011  
 (206) 801-0390 (866) 533-0927  
 Hours of Operation 7am - 5pm PST

02-03-15

RODDY, WAYNE B  
 1273 NE 38TH ST APT 7  
 OAKLAND PARK FL 33334-4563

Claim ID Information  
 NSB ID#: 2476620  
 RE: STATE FARM INSURANCE CO.  
 CLAIM#: 59-542F-962  
 ASSIGNED AMOUNT: \$203.01  
 DATE OF LOSS: 10-16-14  
 Pay online at <http://payments.nsbi.net>

**NOTICE OF INSURANCE CLAIM, YOU OWE \$203.01  
 IMMEDIATE ATTENTION REQUIRED**

Dear RODDY, WAYNE B,

You have been named as the responsible party by our client STATE FARM INSURANCE CO., for the damages caused by you against their insured's property. As of this notice date, STATE FARM INSURANCE CO. has paid \$203.01 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you.

Based on the Financial Responsibility Laws of your state, if the damages were due to the operation of a motor vehicle or if you were the owner of the vehicle, then any request for claim verification may not prevent possible suspension of your driver's license and removal of your vehicle license plate registration.

**Important Insurance Coverage**

If you had insurance coverage on the date of loss, we encourage you to immediately contact our office with your insurance information so we can file a claim on your behalf. If you did not have insurance coverage on the date of loss, then remit your payment in full to our office or call our office at (866) 533-0927 to make payment arrangements.

MR. TUSKIE  
 Subrogation Division

**Important Notice**

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

**\*\*PLEASE SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION\*\***

PLEASE DETACH AND RETURN LOWER PORTION IN THE ENCLOSED ENVELOPE

P. O. Box 1259, Dept. 94367  
 Oaks, PA 19456

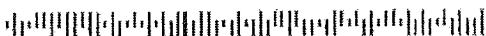


IF PAYING BY VISA, MASTERCARD OR AMERICAN EXPRESS, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMEX	
CARD NUMBER	EXP DATE	SIGNATURE	
SIGNATURE		<small>                     WE WILL SEND YOU A STATEMENT OF ACCOUNT FOR THIS PAYMENT.                      IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT 866-533-0927.                 </small>	

Pay online at <http://payments.nsbi.net>

NSB ID #: 2476620

**Total Amount Assigned: \$203.01**

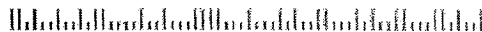


94355-04



RODDY, WAYNE B  
 1273 NE 38TH ST APT 7  
 OAKLAND PARK FL 33334-4563

National Service Bureau, Inc.  
 P.O. Box 747  
 Bothell, WA 98041-0747



020517



94355-SF1-64

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

Usted ha sido nombrado como responsable por nuestro estado cliente State Farm Insurance CO., Por los daños causados por usted en contra de su propiedad del asegurado. A partir de esta fecha aviso, State Farm Insurance CO. Ha pagado \$ en concepto de daños en nombre de su asegurado y ha asignado este reclamo a nuestra oficina para perseguir colecciones en su contra.

Sobre la base de las leyes de responsabilidad financiera de su estado, si los daños se debieron a la operación de un vehículo de motor o si usted fuera el propietario del vehículo, cualquier solicitud de verificación reclamación puede no prevenir la posible suspensión de su licencia de conducir y la eliminación de su registro de matrícula del vehículo.

#### Cobertura adicional de Seguros

Si usted tenía una cobertura de seguro en la fecha del siniestro, le animamos a ponerse en contacto de inmediato con nuestra oficina con su información de seguro para que podamos presentar una reclamación en su nombre. Si usted no tiene cobertura de seguro en la fecha del siniestro, entonces remitir el pago total a nuestra oficina o llame a nuestra oficina al (888) 786-0091 para hacer arreglos de pago.

MR. TUSKIE  
SR. División Subrogación

#### AVISO IMPORTANTE

Esta comunicación es de un colector de Subrogación y es un intento de cobrar una cantidad atribuida. Cualquier información obtenida se utiliza para ese propósito.

A menos que usted notifique a esta oficina dentro de los 30 días después de recibir este aviso que usted disputa la validez de esta cantidad asignada o cualquier parte del mismo, esta oficina asumirá este monto asignado es válido. Si notifica a esta oficina por escrito dentro de los 30 días a partir de la recepción de esta notificación que usted disputa la validez de esta cantidad asignada o cualquier parte del mismo, esta oficina será obtener la verificación de la cantidad atribuida u obtener una copia de la sentencia y le enviará una copia de tal juicio o verificación. Si usted solicita de esta oficina por escrito dentro de los 30 días después de recibir esta notificación le proporcionará el nombre y la dirección del el cliente original, si es diferente.

# Exhibit B

NATIONAL SERVICE BUREAU, INC.

Bonded Collection Services

18912 NORTH CREEK PKWY, SUITE 205 BOTHELL WA 98011

PO BOX 747

BOTHELL WA 98041-0747

(206) 533-0963 (866) 533-0927E20

February 26, 2015

RODDY, WAYNE B  
1273 NE 38TH ST APT 7  
OAKLAND PARK FL 33334

RE: Claim no. 59-542F-962  
Our client: STATE FARM INSURANCE CO.  
Our File no: 2476620  
Date of Loss: 10-16-14  
Claim Amount: \$ 203.01

DRIVER'S LICENSE SUSPENSION REQUEST

Dear WAYNE B RODDY,

Enclosed is a copy of the suspension request our office sent to the state requesting the suspension of your driver's license. The suspension request is based on the financial responsibility laws of your state.

Please contact our subrogation department at 866-533-0927 if you are interested in resolving this matter.

Sincerely,

THEO PENNIMAN  
Subrogation Specialist

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

NATIONAL SERVICE BUREAU, INC.

Bonded Collection Services

18912 NORTH CREEK PKWY, SUITE 205 BOTHELL WA 98011  
PO BOX 747

BOTHELL WA 98041-0747  
(206) 533-0877 (800) 798-1674

02-26-15

Att: FLORIDA

RE: Claim no. 59-542F-962  
Our client: STATE FARM INSURANCE CO.  
Our File no: 2476520  
Date of Loss: 10-16-14

COPY

Please suspend the driving privileges of the claimant driver WAYNE B RODDY who is also the claimant registered owner of the vehicle. Please also suspend the Registration on WAYNE B RODDY license plate

WAYNE B RODDY struck STATE FARM INSURANCE CO. insured STANDRIDGE, FRAN on 10-16-14 and carried no liability insurance at the time of the accident. The responsible parties have failed to pay for the damages caused to STATE FARM INSURANCE CO. insured's vehicle and or property. The current balance of claim is \$ 203.01.

The drivers license for the responsible party is and the date of birth is 05-20-61.

Attached are copies of the police report and estimates on damages.

Sincerely,

THEO PENNIMAN  
Subrogation Specialist

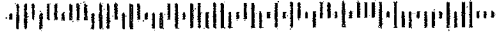
# Exhibit C

P. O. Box 1259, Dept. 94367  
Oaks, PA 19456



NATIONAL SERVICE BUREAU, INC.  
Bonded Collection Services  
18912 North Creek Pkwy Suite 205, BOTHELL, WA 98011  
206-801-0390 866-533-0927  
Hours of Operation 7am - 5pm PST

03-05-15



94351-53

RODDY, WAYNE B  
1273 NE 38TH ST APT 7  
OAKLAND PARK FL 33334-4563

NSB ID #: 2476620  
RE: STATE FARM INSURANCE CO.  
STATE FARM CLAIM #: 59-542F-962  
ASSIGNED AMOUNT: \$203.01  
DATE OF LOSS: 10-16-14

5-DAY NOTICE

Dear RODDY:

If this loss was due to your operation of a motor vehicle, and you did not have insurance coverage on the date of the accident with our client's insured, then you may be in violation of the financial responsibility laws of your state. In most cases your **DRIVER'S LICENSE** and **VEHICLE TAGS** can be suspended or canceled if you are in violation of your particular state's financial responsibility laws. Insurance is mandatory in most states. If this is the case, and you do not respond to this written notice **WITHIN 5 BUSINESS DAYS**, we may request **SUSPENSION OF YOUR DRIVER'S LICENSE**, and also **REMOVAL OF YOUR VEHICLE LICENSE PLATE REGISTRATION** based on the **FINANCIAL RESPONSIBILITY LAWS** of your state.

If you did not have insurance on the date of this accident and wish to resolve this matter without further action, or there is other information we are not aware of, call our office without delay. Payment programs may be available for your particular situation, but some voluntary of involuntary solution must be achieved.

You may pay your account online at <http://payments.nsbi.net>.

**\*\*\*IF YOU HAD INSURANCE COVERAGE ON THE DATE OF THE ACCIDENT, PLEASE CALL TOLL FREE AT 866-533-0927 AT YOUR VERY EARLIEST OPPORTUNITY AND GIVE US THAT INFORMATION, OR COMPLETE THE REQUESTED INFORMATION BELOW AND RETURN TO US AT THE ADDRESS ABOVE. THIS WILL IMMEDIATELY STOP ANY EFFORTS THAT WE MAY HAVE BEGUN TOWARD SUSPENDING YOUR LICENSE AND/OR REGISTRATION.**

YOUR INSURANCE COMPANY: \_\_\_\_\_  
INSURANCE COMPANY PHONE #: \_\_\_\_\_  
INSURANCE POLICY NUMBER: \_\_\_\_\_  
WHO IS NAMED INSURED(S)?: \_\_\_\_\_  
YOUR DAYTIME PHONE: \_\_\_\_\_ EVE: \_\_\_\_\_

THEO PENNIMAN  
NATIONAL SERVICE BUREAU, INC.

\*\*\*If judgment is required to suspend your license and/or your vehicle license plate registration in your state, we will be reviewing this case for that possibility after this 5-day period expires.

This communication is from a subrogation collector and is an attempt to collect an assigned amount. Any information obtained will be used for that purpose.



NOTA DE 5 DIAS

Estimado Z NAME

Si esta pérdida se debió a su operación de un vehículo, y usted no tiene cobertura de seguro en la fecha del accidente con nuestro asegurado, entonces usted puede estar EN VIOLACIÓN DE LAS LEYES DE RESPONSABILIDAD FINANCIERA DE SU ESTADO. EN LA MAYORÍA DE LOS CASOS SU LICENCIA Y PLACAS DE vehículo puede ser suspendido o cancelado SI ESTA EN VIOLACIÓN DE LAS LEYES PARTICULAR DE SU ESTADO DE RESPONSABILIDAD FINANCIERA. El seguro es obligatorio en muchos Estados. SI ESTE ES EL CASO, Y USTED NO RESPONDE A ESTE AVISO POR ESCRITO dentro de 5 días, podemos solicitar la suspensión de su licencia Y TAMBIÉN RETIRAR EL REGISTRO DE SU VEHÍCULO DE PLACAS BASADO EN LAS LEYES DE RESPONSABILIDAD FINANCIERA DE SU ESTADO

SI USTED NO TIENE SEGURO EN LA FECHA DE ESTE ACCIDENTE Y DESEA resolver este asunto sin ninguna acción adicional, o si hay otra información que no somos consciente de, LLAME A NUESTRA OFICINA SIN DILACIÓN. Los programas de pago pueden estar disponibles para su situación particular, PERO alguna solución voluntaria o involuntaria debe ser alcanzado.

Usted puede pagar su cuenta en la INTERNET EN [HTTP://PAYMENTS.NSBI.NET](http://PAYMENTS.NSBI.NET).

\*\*\*SI USTED TUVO LA COBERTURA DEL SEGURO EN LA FECHA DEL ACCIDENTE, POR FAVOR LLAME GRATIS AL (888) 786-0091 en la primera oportunidad. Y DENOS esa información, o complete la información solicitada y envíela a la dirección arriba. ESTE detendrá inmediatamente cualquier esfuerzo que tengamos comenzado hacia la suspensión de su licencia y / o REGISTRO

Su compañía aseguradora \_\_\_\_\_

SEGURO TELEFONO DE LA COMPAÑIA # \_\_\_\_\_

Número de la póliza \_\_\_\_\_

Cual es nombrado ASEGURADO (S)? \_\_\_\_\_

TELÉFONO DE TIEMPO: DIA \_\_\_\_\_

LA NOCHE \_\_\_\_\_

OUR AGENT

NATIONAL SERVICE BUREAU

\*\*\*SI JUICIO ES NECESARIO PARA suspender su licencia y / o su registro de licencia del vehículo DE PLACA EN SU ESTADO, estaremos revisando este caso para esa posibilidad después de 5-que expire el período.

Esta comunicación es de un colector de Subrogación y es un intento de cobrar una cantidad atribuida . Cualquier información obtenida se utiliza para ese propósito.

\*\*\*\*\*VEA EL REVERSO PARA MÁS INFORMACIÓN IMPORTANTE\*\*\*\*\*

JUSTO DEL ESTADO ROSENTHAL Cobro de Deudas Ley de Prácticas La Ley Federal de recolección justa de deudas PRÁCTICAS exige que, excepto en circunstancias especiales, los cobradores no pueden comunicarse con usted antes IDE as 8am O después de las 9PM. NO PUEDE acasarlo mediante amenazas de violencia o ARRESTO O usar lenguaje obsceno. Los cobradores no pueden USAR declaraciones falsas o engañosas o llamarle a su trabajo si saben o tienen razones para saber que NO PUEDE RECIBIR LLAMADAS personal en el trabajo. Para la mayor parte, los cobradores no pueden decirle a otra persona, que no sea su abogado MARIDO O MARIDA sobre su deuda. COLECTORES pueden CONTACTAR a otra persona para confirmar su localidad o imponga una sentencia. PARA MÁS INFORMACIÓN SOBRE LAS ACTIVIDADES cobro de deudas, puede comunicarse con la Comisión Federal de Comercio al 1-877-FTC-HELP o [WWW.FTC.GOV](http://WWW.FTC.GOV)



# Exhibit D

# NSB | National Service Bureau

MARCH 9, 2015

WAYNE B RODDY  
1273 NE 38TH ST APT 7  
OAKLAND PARK, FL 33334

Description of Loss: PROPERTY DAMAGE

Date of Loss: 10/16/2014

Our Client: State Farm Insurance  
Our Claim #: 2476620  
Total Claim: \$ 203.01

**Please remit payment to:**

NATIONAL SERVICE BUREAU, INC.  
PO BOX 747  
BOTHELL, WA 98041-0747

We are the legal subrogees for the above named client. Please reference our claim number on all your correspondence. Please feel free to contact us for any further information.

Sincerely,

THEO PENNIMAN  
Subrogation Specialist

This is a communication from a subrogation collector and is an attempt to collect an assigned amount. Any information obtained will be used for that purpose.

The information contained in this facsimile is intended only for the use of the individual or entity named above. If the reader of this cover page is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication of the information contained in this communication is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone and return this facsimile to us at the above address.

National Service Bureau Po Box 747 Bothell, WA 98041 Fax: 888-553-9692 Phone: 866-533-0927

**FLORIDA TRAFFIC CRASH REPORT**  
 LONG FORM  SHORT FORM  UPDATE   
 (Electronic Version)

HIGHWAY SAFETY & MOTOR VEHICLES,  
 TRAFFIC CRASH RECORDS  
 NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32398-0597

Date of Crash 16/Oct/2014 04:05 PM	Date Reported 16/Oct/2014 04:23 PM	Date of Report 16/Oct/2014 12:00 AM	Invest Agency Report Number 12141001874	HSMV Crash Report Number 64503176
<b>CRASH IDENTIFIERS</b>				
County Code 10	City Code 08	County of Origin BROWARD	Place or City of Origin FORT LAUDERDALE	Within City Limits Yes
Time on Scene 16/Oct/2014 04:12 PM	Time Disposed Scene 16/Oct/2014 04:19 PM	Completed Yes	Reason for Removal from RCR (Completed)	Notified by Law Enforcement
<b>ROADWAY INFORMATION</b>				
Crash Occurred On Street Road Highway NE 34TH ST				
From Intersection With Street Road Highway NE 6TH AV				
Type of Intersection 1 Not at Intersection				
<b>CRASH INFORMATION (Check if Pictures Taken)</b>				
Roadway Surface Condition 1 Dry				
First Harmful Event Type 1 On Roadway				
Contributing Circumstances Road 1 None				
Contributing Circumstances Environment 1 None				
Work Zone Related 1 No				
<b>VEHICLE (Check if Commercial)</b>				
Vehicle Motor Vehicle Type 1 Public in Transport				
Year Make Model Style 2013 FORD Focus 4D				
Insurance Company STATE FARM				
Name of Vehicle Owner FRAN C				
City and State MARGATE FL				
Zip Code 33063				
Trailer One License Number State Reg Expires Permanent Reg VIN				
Trailer Two License Number State Reg Expires Permanent Reg VIN				
Vehicle Traveling Direction East				
On Street Road Highway NE 34TH ST				
Area of Initial Impact				
Most Damaged Area				
Motor Carrier Name US DOT Number				
Motor Carrier Address City and State Zip Code Phone Number				
Vehicle Body Type 1 Passenger Car				
Vehicle Details (one) 1 None				
Vehicle Details (two)				
Length/Key Vehicle Use 1 No				
Special Function of MV 1 No Special Function				
Vehicle Maneuver Action 3 Turning Left				
Trafficway 1 Two-Way, Not Divided				
Roadway Grade 1 Level				
Roadway Alignment 1 Straight				
Most Harmful Level 2 Collision with Non-Fixed Object				
Most Harmful Level Detail 11 Pedalcycle				
Traffic Control Device For This Vehicle 6 Stop Sign				
First (1) Sequence of Events 2 Collision with Non-Fixed Object 11 Pedalcycle				
Second (2) Sequence of Events				
Third (3) Sequence of Events				
Fourth (4) Sequence of Events				
<b>PERSON RECORD</b>				
Person's Description 1 Driver				
Vehicle # 1				
Name FRAN E				
Date of Birth 14/Nov/1934				
Sex 2 Female				
Phone Number				
JSA Exam No				
Address City MARGATE				
State FL				
Zip Code 33063				
Driver License Number State FL				
Licenses				
DL Type & Operator				
Acc. Cap				
Injury Severity 1 None				
Ejection 1 Not Ejected				

498254861

Date of Crash 16/Oct/2014 04:05 PM		Date of Report 16/Oct/2014 04:06 PM		Invest Agency Report Number 121410001674		HSR/V Crash Report Number 84403178	
Restraint System 3 Shoulder and Lap Belt Used	Air Bag Deployed 3 Not Deployed	Helmet Use 3 No Helmet	Eye Protection 3 Not Applicable	Seating Location Seat 1 Left	Seating Location Row 1 Front	Seating Location Other	
Drivers Actions at Time of Crash (First) 77 Driver Contributing Action			Drivers Actions at Time of Crash (Second)			Driver Distracted By 1 Not Distracted	
Drivers Actions at Time of Crash (Third)			Drivers Actions at Time of Crash (Fourth)			Vision Obscured 1 Vision Not Obscured	
Suspected Alcohol Use 1 No		Alcohol Tested	Alcohol Test Type	Alcohol Test Result	UAC	Suspected Drug Use 1 No	
House of Transport to Medical Facility 1 Not Transported		MS Agency Name and ID	EMS Run Number		Medical Facility Transported To		

PERSON RECORD							
Plate Description 2 2 Non-Motorist		Name WAYNE BOWERS RODDY		Date of Birth		Injury Severity 1 None	Phone Number (561)680-3345
Address 1273 NE 98TH ST 7		City OAKLAND PARK		State FL		Zip Code 33034	
Non-Motorist Description Detail 3 Bicyclist		Non-Motorist Action Prior to Crash 2 Waiting to Cross Roadway			Non-Motorist Location at Time of Crash 2 Intersection - Other		
Near-Motorist Actions/Contributions (First) 77 Other Explain in Narrative		Near-Motorist Actions/Contributions (Second)		Near-Motorist Safety Equipment (First) 2 Helmet		Near-Motorist Safety Equipment (Last)	
Suspected Alcohol Use 1 No		Alcohol Tested	Alcohol Test Type	Alcohol Test Result	UAC	Suspected Drug Use 1 No	
House of Transport to Medical Facility 1 Not Transported		MS Agency Name and ID	EMS Run Number		Medical Facility Transported To		

**NARRATIVE**

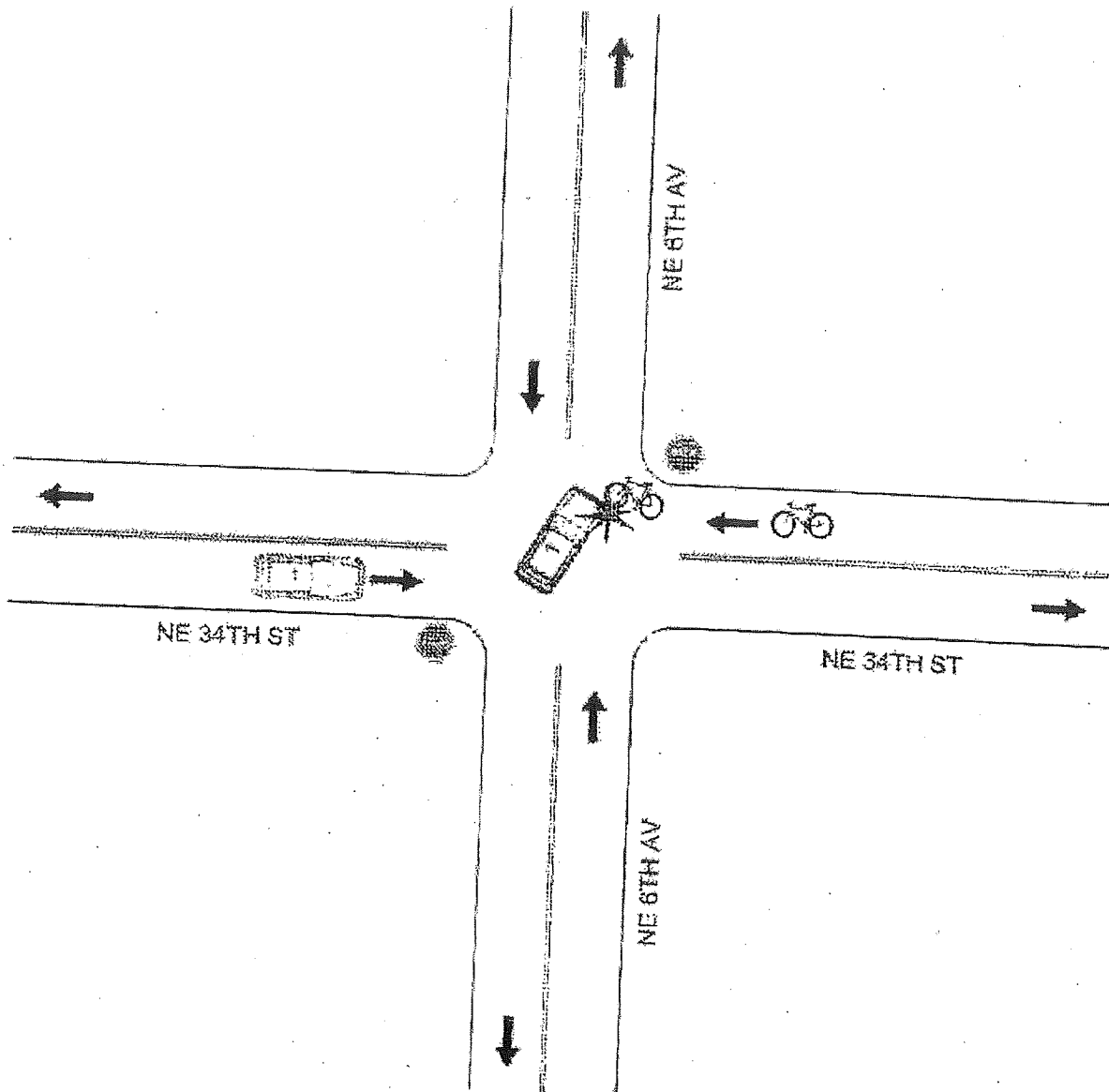
VEHICLE 1 WAS HEADING EAST ON NE 94TH ST STOPPED AT THE STOP SIGN AT NE 6TH AVE. THE BICYCLIST WAS HEADING WEST ON NE 94TH ST STOPPED AT THE STOP SIGN AT NE 6TH AVE. VEHICLE 1 WAS TURNING LEFT TO GO NORTH ON NE 6TH AVE AND THE BICYCLIST WAS GOING STRAIGHT. VEHICLE 1 CRASHED INTO THE BICYCLIST IN THE MIDDLE OF THE NORTHBOUND LANE. DRIVER ONE ADVISED SHE WAS AT THE STOP SIGN WAITING FOR TRAFFIC TO CLEAR. WHEN THE TRAFFIC WAS CLEAR, SHE BEGAN TO MAKE A LEFT AND DIDN'T SEE THE BICYCLE UNTIL THE CRASH. SHE SAW HIM AT THE STOP SIGN AND BELIEVES SHE HAD THE RIGHT OF WAY BECAUSE SHE WAS THERE FIRST. THE BICYCLIST ADVISED HE WAS STOPPED AT THE STOP SIGN WAITING FOR TRAFFIC TO CLEAR. WHEN THE TRAFFIC CLEARED HE BEGAN TO CROSS THE INTERSECTION TO CONTINUE WEST AND BELIEVES HE HAD THE RIGHT OF WAY BECAUSE SHE WAS TURNING. THE BICYCLIST HAD A SCRAPE ON HIS RIGHT KNEE BUT REFUSED ANY MEDICAL ATTENTION. THE BIKE WAS UNDER THE VEHICLE AND APPEARED TO BE PUSHED APPROXIMATELY 4 FEET TO THE NORTH BEFORE SHE STOPPED, INDICATING SPEED WAS NOT AN ISSUE. V-1 HAD MINOR DAMAGE AND DROVE AWAY. THERE WERE NO WITNESSES AND CONFLICTING STORIES BETWEEN THE TWO PARTIES INVOLVED, SO I WAS UNABLE TO DETERMINE FAULT. BOTH PARTIES ADVISED THEY WERE THERE FIRST AND HAD THE RIGHT OF WAY. THE BIKE HAD TWO BENT RRAS SO HE AND THE BIKE WERE TRANSPORTED TO HIS RESIDENCE BY DEPUTY CABAL.

REPORTING OFFICER			
ID Badge # 10304	Rank and Name T. BROWN	Department BROWARD COUNTY SHERIFF'S OFFICE	Type of Department SO

Date of Crash 16/Oct/2014 04:05 PM	Date of Report 16/Oct/2014 04:05 PM	Agency Report Number 121410001674	ISLRW Crash Report Number 84403176
---------------------------------------	--	--------------------------------------	---------------------------------------



Indicate North



Drawing Not To Scale.

**AutoNation Collision Center Margate**

5355 NW 24TH STREET, MARGATE, FL 33063

Phone: (954) 545-6332

FAX: (954) 917-1941

Workfile ID:

d04f3ed9

**Supplement of Record 2 with Summary**

Customer

RAN

Job Number: 183701

Written By: Maria Pucillo, 10/30/2014 5:20:09 PM  
Adjuster: Express Team A, (855) 341-8184 Day

Insured:

RAN

Policy #:

Claim #:

59-542F-96201

Type of Loss:

Collision

Date of Loss:

10/16/2014 4:05:00 AM

Days to Repair:

0

Point of Impact:

12 Front

Owner:

Inspection Location:

AutoNation Collision Center Margate

Insurance Company:

STATE FARM INSURANCE COMPANIES

5355 NW 24TH STREET

MARGATE, FL 33063

Repair Facility

(954) 545-6332 Day

Vehicle Drop Off Date:

10/28/2014

Promise Date:

10/31/2014

Repair Start Date:

10/28/2014

Repair Completion Date:

10/30/2014

Vehicle Pick Up/Return  
Date:

10/30/2014

**VEHICLE**

Year: 2013

Body Style:

4D SED

VIN:

4203528

Mileage In:

8534

Make: FORD

Engine:

4-1.6L-FI

License:

Mileage Out:

Model: FIESTA SE

Production Date:

2/2013

State: FL

Vehicle Out:

10/31/2014

Color: WHITE Int: GREY

Condition:

Job #: 183701

**TRANSMISSION**

Automatic Transmission

Traction Control

**SEATS**

Bucket Seats

Cloth Seats

**STEERING**

Power Steering

Tilt Wheel

Telescopic Wheel

Steering Wheel Controls

**BRAKES**

Power Brakes

Anti-Lock Brakes (4)

**GLASS**

Tinted Glass

Rear Defogger

Power Windows

**WHEELS**

Styled Steel Wheels

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

**INTERIOR**

Power Locks

Air Conditioning

Cruise Control

Driver Air Bag

Passenger Air Bag

Front Side Impact Air Bags

Console/Storage

Intermittent Wipers

**EXTERIOR**

Power Mirrors

Dual Mirrors

Keyless Entry

**PAINT**

Clear Coat Paint

**Supplement of Record 2 with Summary**

Customer: **FRAN**

Job Number: **183701**

Vehicle: 2013 FORD FIESTA SE 4D SED 4-1.6L-FI-WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2	S01	O/H front bumper				2.0	
3	S01	Repl Bumper cover	AE8Z17D957AAPT	1	551.10	Incl.	2.6
		Note: RECOND COVER NOT INS QUALITY					
4	S01	Add for Clear Coat					1.0
5	Repl	Bumper grille w/o fuel econmy pkg. w/o Titanium	CE8Z8200MA	1	112.07	Incl.	
6	R&I	RT End cover w/o supplemental park lamps black				Incl.	
7	R&I	LT End cover w/o supplemental park lamps black				Incl.	
8	#	Subj Flex Additive		1	4.67		
9	#	Subj Hazardous Waste Removal		1	3.27		
10	#	S02 *** FINAL BILL DTP ON FILE ***		1			
11	#	S02 *** CLEAN FOR DELIVERY ***		1			
<b>SUBTOTALS</b>					<b>671.11</b>	<b>2.0</b>	<b>3.6</b>

**NOTES**

Prior Damage Notes:  
MISC SCRATCHES, CHIPS EXTERIOR SURFACE...SEE PHOTOS

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			671.11
Parts Discount	\$ 663.17	-10.0 %	-66.32
Body Labor	2.0 hrs @	\$ 39.27 /hr	78.54
Paint Labor	3.6 hrs @	\$ 39.27 /hr	141.37
Paint Supplies	3.6 hrs @	\$ 20.57 /hr	74.05
Subtotal			898.75
Sales Tax	\$ 898.75 @	6.0000 %	53.93
<b>Grand Total</b>			<b>952.68</b>
Deductible			250.00
<b>CUSTOMER PAY</b>			<b>250.00</b>
<b>INSURANCE PAY</b>			<b>702.68</b>

Register online to check the status of your claim and stay connected with State Farm®. To register, go to <http://www.statefarm.com/> and select Check the Status of a Claim. If you are already registered, thank you! Not available in New Mexico.

**Supplement of Record 2 with Summary**

Customer: **FRAN**

Job Number: 183701

Vehicle: 2013 FORD FIESTA SE 4D SED 4-LGL-FI WHITE

**SUPPLEMENT SUMMARY**

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>Added Items</b>							
10	#	S02	*** FINAL BILL DTP ON FILE ***	1			
11	#	S02	*** CLEAN FOR DELIVERY ***	1			
<b>SUBTOTALS</b>					<b>0.00</b>	<b>0.0</b>	<b>0.0</b>

**TOTALS SUMMARY**

Category	Basis	Rate	Cost \$
Parts			0.00
Subtotal			0.00

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	867.89	Maria Pudillo
Supplement S01	84.79	Maria Pudillo
Supplement S02	0.00	Maria Pudillo
<b>Job Total:</b>	<b>\$ 952.68</b>	
<b>CUSTOMER PAY:</b>	<b>\$ 250.00</b>	
<b>INSURANCE PAY:</b>	<b>\$ 702.68</b>	

The above is an estimate based on our inspection and does not cover additional parts or labor which may be required after the work has been started. Occasionally, after work has started, worn, broken or damaged parts are discovered which are not evident on initial inspection. Quotations on parts and labor are current and subject to change.



Supplement of Record 2 with Summary

Customer:

FRAN

Job Number: 183701

Vehicle: 2013 FORD FIESTA SE 4D SED 4-1.6L-FI WHITE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE (FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A \$1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A \$1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Supplement of Record 2 with Summary

Customer:

FRAN

Vehicle: 2013 FORD FIESTA SE 4D SED 4-1.6L-FI WHITE

Job Number: 183701

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2MX11, CCC Data Date 10/17/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component, s=MOTOR Structural component, T=Miscellaneous Taxed charge category, X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category, E=Electrical labor category, F=Frame labor category, G=Glass labor category, M=Mechanical labor category, S=Structural labor category, (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent, Aign.=Align, ALU=Aluminum, A/M=Aftermarket part, Blend=Blend, BOR=Boron steel, CAPA=Certified Automotive Parts Association, D&R=Disconnect and Reconnect, HSS=High Strength Steel, HYD=Hydroformed Steel, Incl.=Included, LKQ=Like Kind and Quality, LT=Left, MAG=Magnesium, Non-Adj.=Non Adjacent, NSF=NSF International Certified Part, O/H=Overhaul, Qty=Quantity, Refn=Refinish, Repl=Replace, R&I=Remove and Install, R&R=Remove and Replace, Rpr=Repair, RT=Right, SAS=Sandwiched Steel, Sect=Section, Subi=Sublet, UHS=Ultra High Strength Steel, N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair, EPA=Environmental Protection Agency, NHTSA= National Highway Transportation and Safety Administration, PDR=Paintless Dent Repair, VIN=Vehicle Identification Number.

# Exhibit 3

No. 91393-5

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SUPREME COURT OF THE STATE OF WASHINGTON

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SANDRA C. THORNELL,

Respondent,

v.

SEATTLE SERVICE BUREAU, INC., d/b/a NATIONAL SERVICE  
BUREAU, INC., and STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Appellants.

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DECLARATION OF GAYLE LINSEY IN SUPPORT OF BRIEF OF  
AMICUS CURIAE UNITED POLICYHOLDERS

---

Steve W. Berman (WSBA #12536)  
Ashley A. Bede (WSBA # 40521)  
Hagens Berman Sobol Shaprio LLP  
1918 Eighth Avenue Suite 3300  
Seattle, WA 98101  
steve@hbsslw.com  
ashleyb@hbsslw.com

Attorneys for *Amicus Curiae* United  
Policyholders in Support of Plaintiff-  
Appellee Thornell

**OF COUNSEL**

Amy Bach (CA 142029)  
Daniel Wade (CA 296958)  
United Policyholders  
381 Bush Street, 8<sup>th</sup> Floor  
San Francisco, CA 94104  
Amy.Bach@uphelp.org  
Dan.Wade@uphelp.org

I, GAYLE LINSEY, declare as follows:

1. I am 65 years of age, am of sound mind and body, and I make this declaration based on my personal knowledge.
2. I am a resident of Atlanta, Georgia.
3. On or about March 6, 2015, my son Stephen Linsey received correspondence in the mail from National Service Bureau, titled "NOTICE OF INSURANCE CLAIM, YOU OWE \$7938.87." It is addressed to my son and me. My son showed me this letter on March 7, 2015. Given the format and font, language used, and content, this correspondence appeared to be a bill, similar to a credit card bill, instructing me to "detach and return [the] lower portion in the enclosed envelope" to an address in Bothell, Washington, or pay online. A true and correct copy of this bill is attached hereto as Attachment A.
4. Attachment A states that "STATE FARM INSURANCE CO. has paid \$7938.87 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you." The bill stated it was "from a subrogation collector" and was "an attempt to collect an Assigned Amount[.]" It claims that the "date of loss" was December 4, 2014 and in bold capital letters proclaims "**IMMEDIATE ATTENTION REQUIRED.**"

5. Attachment A provides a return address to National Service Bureau, Inc. of Bothell, Washington and the phone number (206) 801-0390. I understand the area code (206) is an area code assigned to the Seattle, Washington area.

6. Neither my son nor I have been in a vehicle accident on or around December 4, 2014. Neither my son's insurance company nor my insurance company has notified us of any claims against our insurance policies.

7. On or about February 18, 2015, my son received correspondence in the mail addressed to me from Vengroff Williams, Inc., titled "VALIDATION NOTICE" on behalf of State Farm-Birmingham-Auto. My son showed me this letter. Given the format and font, language used, and content, this correspondence appeared to be a bill for \$6,224.32 due on February 18, 2015. It provided instructions for paying over the phone or online. A true and correct copy of this bill is attached hereto as Attachment B.

8. Attachment B was from a Mariann Mullins and states that Vengroff Williams, Inc. was "engaged by the above insurance company to recover the sums paid to their insured as a result of the damages caused by your alleged negligence" and that any failure to "dispute the validity of the

debt or any portion thereof” would result in the company “assum[ing] the debt to be valid.” Attachment B used the reference number 5838966.

9. I have received multiple phone calls to my home and cell phones from representatives from National Service Bureau (“NSB”) and Vengroff Williams, including on the following dates and times:

- March 18, 2015 at 5:15 p.m. from phone number (678) 310-2906;
- March 20, 2015 at 5:24 p.m. from phone number (678) 310-2926;
- March 23, 2015 at 8:02 p.m. from phone number (678) 310-2926;
- March 26, 2015 at 5:05 p.m. from phone number (678) 310-2926;
- June 3, 2015 at 12:30 p.m. from Sheila Dobbins at Vengraff Williams from a phone number with an area code (808) to my cell phone; and
- August 12 at 8:51 p.m. from phone number (678) 310-2861.

10. I spoke with representatives each time that I received one of the phone calls described in ¶ 9 above. In each phone call, the representative would ask for Stephen Linsey and I would tell them that they had the wrong telephone number and that Mr. Linsey did not live

there. I would tell the representatives that called that if they left their name and phone number, someone would get back to him or her. At least once, a male representative told me that he was not allowed to tell me his name. In each conversation, the representative would tell me that my license could be suspended and my credit score could be adversely affected if I did not pay the debt, and that the debt was associated with a hit-and-run accident.

11. During the August 12 phone call, they said maybe they had the wrong person but did not have the wrong phone number.

12. From one of the phone calls described above, I spoke to a male representative from the National Service Bureau. He stated that State Farm Insurance Company hired NSB to collect a debt from me and that he worked for the NSB. He threatened to have my license suspended if I did not pay NSB the amount of \$7,938.87. During this conversation, the representative claimed that the debt was in connection with a hit-and-run vehicle accident involving my son and me and that our names were on a police report about the incident, and, then provided a license plate number for the vehicle at issue. I do not know for sure if that license plate number matches my son's vehicle. The representative then told me to give either give him the name of my insurance company or that I could call the insurance company myself. I explained that neither of us was in



any kind of vehicle accident and refused to provide him the name of my insurance company.

13. On or about April 1, 2015, I sent correspondence to State Farm and NSB disputing their claim that I owed \$7,938.87. I signed this letter on behalf of my son and me. A true and correct copy of this letter is attached hereto as Attachment C.

14. On or around early May, I enrolled in a credit monitoring program, at my expense, to notify me of changes to my credit report and score, including the reporting of any debt.

15. On or about May 5, 2015, I received correspondence in the mail sent to my home from Vengroff Williams, Inc. on behalf of State Farm-Birmingham-Auto and addressed to my son. Like the Attachment B, given the format and font, language used, and content, this correspondence appeared to be a bill for \$11,227.32. It provided instructions for paying over the phone or online. A true and correct copy of this bill is attached hereto as Attachment D.

16. Attachment D was from a Mariann Mullins and states that Vengroff Williams, Inc. was "engaged to represent the insurance carrier of an individual with whom you had an accident. This letter is an attempt to recover payments by this carrier that are deemed to be your responsibility. As a result of our client's investigation it has been determined that you,

your motor vehicle, or both, were responsible for this accident." The letter stated that it was "an attempt to recover money owed as determined by the Financial Responsibility Law." It further instructs that "[t]he total amount of the claim is now due in our office." Attachment D used the reference number 5838966.

17. On August 17, 2015 I received a portion of a voicemail on my home phone from a woman threatening legal action. I received a similar voicemail previously but do not recall approximately when. I understood both of these voicemails to be in relation to the debt collection efforts by NSB and Vengroff Williams. The voicemail instructed me to call phone number (360) 807-5355. I understand that area code (360) is assigned to the Olympia, Washington area.

18. These phone calls and letters have been very distressing and emotionally difficult for me, particularly because I am dealing with the recent passing of my mother.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 02 day of September 2015, at ~~Seattle, Washington~~ Atlanta, Georgia.

  
\_\_\_\_\_  
GAYLE LINSEY

# Exhibit A

Mar. 28. 2015 05:14 AM GAYLE

6787150326

PAGE. 1 / 2

# NSB | National Service Bureau

NATIONAL SERVICE BUREAU, INC.  
Bonded Collection Services  
18912 North Creek Pkwy Suite 206, BOTHELL, WA 98011  
(206) 801-0300 (866) 533-0927  
Hours of Operation 7am - 6pm PST

03-06-15

LINSEY, GAYLE  
LINSEY, STEPHEN  
3595 RENAISSANCE CIR  
ATLANTA GA 30349-7934

*Please Contact  
Mary Ann Mullins  
941-866-0661  
I was told to call*

Claim ID Information  
NSB ID#: 2493038  
RE: STATE FARM INSURANCE CO.  
CLAIM#: 11-5L43-312  
ASSIGNED AMOUNT: \$7938.87  
DATE OF LOSS: 12-04-14  
Pay online at <http://payments.nsb.net>

**NOTICE OF INSURANCE CLAIM, YOU OWE \$7938.87  
IMMEDIATE ATTENTION REQUIRED**

Dear LINSEY, GAYLE,

You have been named as the responsible party by our client STATE FARM INSURANCE CO., for the damages caused by you against their insured's property. As of this notice date, STATE FARM INSURANCE CO. has paid \$7938.87 in damages on behalf of their insured and has assigned this claim to our office to pursue collections against you.

Based on the Financial Responsibility Laws of your state, if the damages were due to the operation of a motor vehicle or if you were the owner of the vehicle, then any request for claim verification may not prevent possible suspension of your driver's license and removal of your vehicle license plate registration.

**Important Insurance Coverage**

If you had insurance coverage on the date of loss, we encourage you to immediately contact our office with your insurance information so we can file a claim on your behalf. If you did not have insurance coverage on the date of loss, then remit your payment in full to our office or call our office at (866) 533-0927 to make payment arrangements.

MR. TUSKIE  
Subrogation Division

**Important Notice**

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

**\*\*\*PLEASE SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION\*\***

PLEASE DETACH AND RETURN LOWER PORTION IN THE ENCLOSED ENVELOPE

P. O. Box 1254, Dept. 94367  
Oaks, PA 19456



*770-484-1722*

IF PAYING BY VISA, MASTERCARD OR AMERICAN EXPRESS, FILL OUT BELOW		
<input type="checkbox"/> VISA	<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER	EXP. DATE	ISSUER
SIGNATURE		PRINT NAME AND ADDRESS (PLEASE PRINT FULL NAME AND ADDRESS, EXCEPT FOR ZIP CODE)

Pay online at <http://payments.nsb.net>

NSB ID #: 2493038

**Total Amount Assigned: \$7938.87**



LINSEY, GAYLE  
LINSEY, STEPHEN  
3595 RENAISSANCE CIR  
ATLANTA GA 30349-7934

04386-14

National Service Bureau, Inc.  
P.O. Box 747  
Bothell, WA 98041-0747



0303



04386-6F1-14

# **Exhibit B**

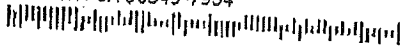


VENGROFF WILLIAMS, INC.  
P O BOX 4155 7/1253  
SARASOTA FL 34230 4155

INTERNET PROTECTORS THE TRUST

Phone: (800) 270-8339  
Fax: (941) 363-5300  
Se habla español

LINSEY, GAYLE  
3595 RENAISSANCE CIR  
ATLANTA GA 30349-7934



(DP)

STATE FARM-BIRMINGHAM-AUTO	
11-5L43-065	5838966
02/18/15	\$6,224.32

You can now pay by phone or using our secure site over the Internet.

Pay by phone at 877-682-6141  
or on the Web at [www.payvw.com](http://www.payvw.com)

Enter 58389669 as your User ID and 549429 as your Password.

Dear Ms. Gayle Linsey

We have been engaged by the above insurance company to recover the sums paid to their insured as a result of the damages caused by your alleged negligence.

NOTICE

Unless, within thirty days after your receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your receipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of a judgment, if any, and we will mail to you a copy of such verification or judgment. If the original creditor is different from the creditor named above, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

Sincerely,

MARIANN MULLINS  
Subrogation Specialist

SF14

"This company is a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose."

(021)

# Exhibit C

4-01-15

Attention: State Farm & NSB:

This letter is written to dispute the debt of \$7938.87. We are not the responsible party for your clients unsecured property. Our names has been given as a fraudulent claim. As a result we are disputing any liability to this claim or debt.

We remain in prayer that you and your client will find or name the guilty party or parties that are responsible for your client damages.

In America, a person is innocent until proven guilty before any sentence or judgment is brought against them. State Farm and you have asked or demand a judgment before we have had a chance to prove our innocence. If this matter is pursued by you or any representative on State Farms behalf we will be awaiting our day in court so that we can refute these false charges brought against us to be settled in a court of law.

As always, I thank you for your attention concerning this matter.

Sincerely yours,  
Dorothy & Stephen L. May



# Exhibit D

01/01/2013 00:02 FAX

RECEIVED 06/03/2015 22:46 2024632103

BAILEY & GLASSER  
003



VENGROFF WILLIAMS, INC.  
P O BOX 4155 5/761  
SARASOTA FL 34230 4155

117100 0001 0000 0000 0000 0000

Phone: (800) 270-8339  
Fax: (941) 363-5300  
Se habla espaÑol

LINSEY, GAYLE  
3595 RENAISSANCE CIR  
ATLANTA GA 30349-7934



STATE FARM-BIRMINGHAM-AUTO	
ACCOUNT NUMBER 11-5L43-065	5838966
DATE 05/05/15	AMOUNT DUE \$11,227.32

SF14 MLL

You can now pay by phone or using our secure site over the Internet.

Pay by phone at 877-682-6141  
or on the Web at [www.bayvw.com](http://www.bayvw.com)

Enter 58389669 as your User ID and 540429 as your Password.

(DP)

Dear Ms. Gayle Linsey

We have been engaged to represent the insurance carrier of an individual with whom you had an accident. This letter is an attempt to recover payments by this carrier that are deemed to be your responsibility. As a result of our client's investigation it has been determined that you, your motor vehicle, or both, were responsible for this accident.

The total amount of the claim is now due in our office. If you had liability insurance on the date of loss that would cover this claim you should contact our representative or return your insurance information in area provided below. We look forward to resolving this claim as soon as possible.

If you reside in a State where License suspension is authorized a request for the suspension of your driver's license will be submitted to your States Department of Motor Vehicles.

This is an attempt to recover money owed as determined by the Financial Responsibility Law. Unless you, within thirty days after receiving this notice, dispute the validity of this amount owed or any portion thereof, it will be assumed to be valid. If you notify this office in writing within the thirty day period that the amount owed, or any portion thereof, is disputed, this office will obtain verification of the amount owed or a copy of the judgment against you. A copy of such verification or judgment will then be mailed to you.

We are attempting to resolve a claim and any information obtained will be used only for that purpose.

Sincerely,

MARIANN MULLINS  
Subrogation Specialist

If you carry liability insurance, please complete the information below and return to the above address.

Your Insurance Company \_\_\_\_\_ Policy / Claim Number \_\_\_\_\_

Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Control# 5838966

(98A)