

COLLECTION AGENCY SERVICES AGREEMENT

This AGREEMENT is by and between Pacific County, Board of County Commissioners, P O Box 187, South Bend, WA 98586 and McDonald Credit Services, Inc., 1748 Nelson Road, P O Box 712, Raymond, WA 98577.

In this AGREEMENT, the party who is contracting to receive services shall be referred to as “the COUNTY” and the party who will be providing the services shall be referred to as “the CONTRACTOR”.

The COUNTY occasionally has instances where fees or penalties assessed are not remitted in a timely manner or as required, creating a situation where the funds must be collected. The CONTRACTOR has the ability to perform such collection. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The COUNTY will notify the CONTRACTOR when a situation requiring a collections service is needed and provide any necessary information to the CONTRACTOR to allow the CONTRACTOR to complete the collection.

Collection efforts by the CONTRACTOR will be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with an understanding of the sensitive nature of the image and shall at all times be firm but fair; aggressive but never abusive.

The CONTRACTOR will provide collection services in accordance with their RFP, which is attached to this AGREEMENT (Attachment A).

2. **RESPONSIBILITIES.** The COUNTY will acknowledge and warrant that it is aware of the provisions in Washington law that as an original creditor and assignor of an account, its debtors may assert any purported claim upon which suit is brought. The COUNTY agrees to assume the sole responsibility to defend any such claim or counterclaim brought which is the results of the COUNTY’s negligence, omission, unlawful act or deed, and agrees to indemnify the CONTRACTOR from any claim therefore, including expenses and costs of suit.

The COUNTY warrants that so far as it is known to it, all disclosures required by the Federal Truth in Lending Act have been met and will continue to be complied with in good faith by the COUNTY. The COUNTY shall agree to adopt and maintain business procedures and practices designed to avoid violations of the Federal Truth in Lending Act as is presently in force and may be amended.

The COUNTY and CONTRACTOR agree to abide strictly with the provisions of the Federal Fair Debt Collection Practices Act and the Washington Fair Debt Collection Practices Act and the amendments hereto.

The COUNTY shall have the right to recall specific accounts from CONTRACTOR, provided that the said account is not ‘in progress’ for which reason the CONTRACTOR shall be allowed to continue its efforts. ‘In Progress’ shall mean one or more of the following:

- a. A payment has been secured within the past forty five (45) days.
 - b. The account is in litigation.
 - c. The account has been referred to an out of area collection agency.
3. **PAYMENT.** All payments will be received in accordance with the laws of the State of Washington and Section VIII of the CONTRACTOR’s RFP (Attachment A).

Disbursements will be made on or prior to the twentieth day of the month following collection together with an account report relating to each payment to meet the COUNTY’s requirements. No reduced settlements will be made of the COUNTY’s accounts without prior consent.

4. **TERM.** The term of the AGREEMENT shall be for three (3) years; effective February 1, 2015 through January 31, 2018 and may be renewed for one additional term upon agreement of both parties.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an independent contractor with respect to the COUNTY and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
6. **INDEMNIFICATION.** In accepting this AGREEMENT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

7. **OWNERSHIP.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.
8. **INSURANCE.** The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.
9. **ASSIGNMENT.** The CONTRACTOR's obligations under this AGREEMENT may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the COUNTY.
10. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
11. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between the parties.

12. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the COUNTY pursuant to this AGREEMENT shall, at the option of the CONTRACTOR become its property, and the COUNTY will be paid for service performed up to the date of the contract termination.

Upon termination, if requested in writing, the CONTRACTOR must cancel collection action on all COUNTY accounts within thirty (30) days of receiving such notice or legal action has been commenced on an account.

13. **SEVERABILITY.** If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

15. **APPLICABLE LAW.** This AGREEMENT shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 2015.

CONTRACTOR
McDonald Credit Services

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Betty K. Porter Date
President

Steve Rogers, Chairman

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

MCS SERVICES, INC.
DBA McDonald Credit Service
DBA Credit Bureau of Pacific County
1748 Nelson Road
PO Box 712
Raymond, WA 98577
Phone (360) 942-3412
Fax (360) 942-2705

ATTACHMENT A

Good Afternoon

McDonald Credit Service has been collecting delinquent accounts for businesses since 1957. I acquired the business January 1, 2001 after being an employee since 1969. I have extensive experience in all areas of collecting. My staff receives continual training as new laws and regulations come into effect. They are also trained in skip tracing and have sources available to locate when a debtor leaves the area. We have always followed a strict privacy agreement and maintain the Health Insurance Portability and Accountability Act of 1996 ('HIPAA') AGREEMENT AS REQUIRED BY LAW.

By using McDonald Credit Service, I think you should consider the accessibility of personnel to help answer your questions. We will be willing to work closely with you and follow up on problem areas in a timely fashion. We know the importance of satisfying our clients while collecting their past due accounts in a professional manner. Being from a small community, we know the people, where they work and how we must go about collecting your account. Each individual is different and our collecting technique differs with each debtor. Our computer system is up to date and we use top of the line collection business software.

Collection efforts by McDonald Credit Service will always be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with the understanding of the sensitive nature of the image. McDonald Credit Service shall at all times be firm but fair; aggressive but never abusive.

As the only local collection agency we have had the privilege of collecting delinquent accounts for both South District Court in Long Beach and North District Court in South Bend since 1991. We have a very good relationship with the courts and our staffs work well together. I think the fact that we are always available to discuss any situation that arises and that we know the people makes us a successful agency for your courts. If the court requests an account be returned for any reason we trust their judgment and honor their request with no charge for the effort we have already put into the account.

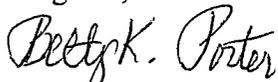
We take pride in being a local agency and all of our clients are very important to us. We love the small community feeling and support many local charities and events such as Willapa Harbor Health Foundation and the Festival of Trees, Willapa Harbor Lions Club with the Rain Derby and Community Calendar, we sponsor a signboard at the Baseball Field, the Carriage Museum, the Raymond Elks, Willapa Harbor Helping Hands, Relay for Life and a big promoter of POOL just to name a few. We always support anything that involves donations to help our young people.

We are a firm believer in shopping local and supporting the local business. We buy our supplies, groceries, furniture all locally and recently when my husband had a bout with cancer and had to have his lung partially removed we did all our tests prior to surgery here at our local hospital. My employees have all lived in Pacific County their entire lives thus supporting the area with their tax dollars along with their civic contributions.

I have listed some of our clients and their current percentage rates we are collecting. Feel free to contact any of those listed as references, I have included contact persons and telephone numbers for your convenience. While the national recovery average is right around 13% we are extremely proud of our recovery percentages listed.

If you have any questions, please contact me at the above telephone number.

Regards,


Betty K. Porter
President

References:

Business Name	Contact person	Phone #	% collected
North District Court	Jan Wilson	(360) 875-9354	52.7%
South District Court	Kim Hamilton	(360) 642-9417	57.6%
South Bend Municipal Court	Dee Roberts	(360) 875-5571	46.3%
Raymond Municipal Court	Karen Johnson	(360) 942-4102	38.5%
Willapa Harbor Hospital	Dawn Pearson	(360) 875-4517	37.5%
PUD #2 of Pacific County	Jim Dolan	(360) 942-2411	33.1%
Dennis Co	Colleen Nissell	(360) 942-2427	57.8%
Bud's Lumber	Patti Gwerder	(360) 875-6507	49.3%
Willapa Veterinary Service	Margaret Brown	(360) 942-2321	38.2
Pacific Eye Clinic	Jody Wheeler	(360) 942-5501	67.6%

PROPOSAL FOR COLLECTION AGENCY SERVICES

A. McDonald Credit Service has been in business in Pacific County since 1957.

1. I began working at McDonald Credit Service in 1969 while I was still in high school. I started from the bottom as a clerk and have worked in all capacities of the business – accounting, collecting, legal and in January 2001 I purchased the business. My office manager and collection manager Cindy Berry has been in the office for 25 years and probably knows as much about the business and collecting as I do. My other 2 employees have both been in the office over 10 years each and have been critical in my success and are always available to my clients.
2. My primary municipal clients are the two county courts, Pacific County South District Court and Pacific County North District Court along with Raymond Municipal Court, South Bend Municipal Court, Willapa Harbor Hospital and P.U.D. #2 of Pacific County. McDonald Credit Service has been collecting for these clients for over 20 years. One reason for our success is that we continue working the accounts as long as the statute allows and with the court accounts we are able to renew them for additional time and would normally do this if a lien had been placed on real property.
3. My primary clients are in Pacific County both in North and South county areas. I do have a few clients in Grays Harbor and had the opportunity to take over Grays Harbor when Harbor Adjustment Co went out of business but would rather keep my business small and concentrate on collecting for local clients.
4. My office is located East of Raymond off Highway 6 at 1748 Nelson Rd, Raymond, WA 98577 and this is only the 2nd location since 1957. People sometimes ask why we do not move to town into a store front location but most people do not want to advertise they are paying a collection agency and would rather not be seen entering my business so this office is a little more discrete.
5. This is our only location and all employees work from this office.
6. We handle government accounts and private business accounts with laws differing for each. We know the difference and keep current on Washington State laws through our membership with both Washington Collectors and American Collectors Association and NFIB.
7. I have included a list of 5 municipal clients along with a contact person and telephone number and current collection percentages in my cover letter. While the national average is right around 13% for recovery of bad debts, we are extremely proud of our recovery percentages listed. The 2nd portion of the list is private business clients with the same information.

B.

1. Right now we employ a staff of 4 local residents and are always open to expanding if the need would arise. Over the years I have only had to hire 2 collectors and as in any small community those that applied were already known to me. My requirements for hiring are the following: Must have a high school diploma, previous credit experience, computer knowledge, telephone etiquette, and most importantly trustworthy. I do require a resume and interviews to determine the best qualified person for the position.
2. We follow a training program provided by American Collectors Association with video training and written testing when finished. They are closely monitored until we feel they can handle any situation on their own. We continue with any updated training through American Collectors Association and Washington Collectors and take advantage of any classes they offer.
3. My collectors are paid an hourly wage and are not on an incentive program. Being a small business it works better for all of us.
4. Our office hours are Monday through Friday with hours from 9:00 AM to 5:00 PM and we are available at other hours upon request.
5. At this time we do not have a toll free telephone number to offer to the public.
6. Normally when an account is received as required by law we mail our initial letter advising of the account being assigned to us for collection, the name of the client assigning the account and the amount. We must wait 30 days before we can make a second contact. This gives the consumer the opportunity and adequate time to dispute the account if they feel it has been assigned in error or they do not owe the account. After 30 days we may make contact either by telephone or by mailing a reminder letter. All accounts are different and are all treated in a case by case manner. In a normal situation if we have no response to the initial notice of assignment letter then another 4 or 5 contacts would be made either by mail or telephone before the account was placed in our legal department. Research has been done by the collectors to determine if the account would be placed in the legal department. They are searching for assets, employment, bank accounts or real property.
7. We use a collection program from TLO which is actually through Trans Union to get updated addresses and information to skip trace. We search for real property records through Assessor's offices throughout the State. We search for telephone numbers through various directories. We obtain information from other accounts that are sent to collection from other clients as well. We follow all privacy laws on who we can contact for additional information.

8. If an account has been placed in the legal department it means we have determined that assets are available. We normally would not file a legal action on someone who is renting, has no bank account and no employment. We pay all legal costs up front and our only way to retrieve those expenses is to be paid by the debtor so we try to make sure we are going to be able to recover those funds along with the client's charges. When the legal process begins the debtor is served by a process server with a summons and complaint giving them 20 days to respond or contact our office. If no contact is made a default judgment is signed by the Judge and we are allowed to do a writ of garnishment on employment or a bank account or transcribe the account to Superior Court placing a lien on real property. We try to work with the consumer for a resolution that is fair to them while satisfying our clients.

9. It may shock you to hear that we get very little complaints. We can usually discuss the situation and come up with a solution and if not we require a formal written complaint to determine if our policies need to be changed. I take pride in saying our office has never had a legal action filed against us.

10. I have attached forms that we use in the collecting of accounts assigned to us for collection. I have also set up a normal course in which these statements will be mailed. All letters and forms are submitted to an attorney for review and have been approved for compliance with the FDCPA and collection laws of Washington State. Attachment #1

C. 1. We normally do collection status reports on a quarterly basis or upon request from the client.

2. We use the DAKCS collection program. It lists the account name the amount assigned, the balance and the status of the account.

3. A copy of a report is attached. Attachment #2

4. As a collection agency, privacy is very important, so any online information must be strictly enforced.

5. You must give notice to the consumer that you will be sending the account for collection and give them a reasonable amount of time to respond with payment or payment plan and if no response then you may assign the account for collection. Currently some of the courts mail us a printout or electronically send us the information. We are also able to manually pickup accounts directly from your office and answer any questions you may have before you assign any particular account.

6. We mail or manually deliver your remittance checks each month. The month end closes on the last day of the month and checks are processed and go out after the 10th of the following month. This allows for any payments made by personal check to clear the account or be returned for any reason without interfering with your accounting.

7. If the client requests that an account be returned and we have not yet made contact or payment arrangements we will cancel the account back with no questions however, if we have made payment arrangements we will need to discuss the situation to determine if cancelling the account is the best option.
 8. We accept payments by Visa, MasterCard, Debit card, money order, cashier's check, personal check and of course cash. The consumer may telephone our office with payments if paying by credit card, mail a payment, bring a payment into our office or set up a bill paying account with their banking institution. We also have the capability of setting up an automatic recurring payment to be made on a particular date set by the consumer.
- D.
1. Collection efforts by McDonald Credit Service will always be done with the highest professional standards of conduct. Collections will be handled as efficiently as possible, but with the understanding of the sensitive nature of the image. McDonald Credit Service shall at all times be firm but fair, aggressive but never abusive. Our goal is to collect your accounts in a timely manner.
 2. We treat all accounts assigned in the same manner regardless of the dollar amount for the first stages of collection. However, our policy is to not file legal action on an account with a small balance if the collection court costs would be more than the account listed. We try to persuade the consumer to pay the account before it gets to the legal status.
- E.
1. Bankruptcies are not recommended or discouraged by our agency, that is a decision for the consumer to make. If a bankruptcy is filed by law we cannot contact the consumer to collect any accounts and if a Chapter 13 bankruptcy is filed we will file claims on any accounts that have been assigned to our office at the time of filing.
- F.
- Customer service training begins with our initial training and is highly stressed that we will be firm but never aggressive. In our business we do tend to receive telephone calls from disgruntled consumers. Our policy is to listen and attempt to calm the consumer so that we can discuss the situation. My employees are never required to continue a discussion with an extremely irate abusive customer and they will be forwarded to management or the discussion will be discontinued until the customer can calmly discuss the situation.
- G.
1. We will always have accessibility of personnel to help answer your questions. We will be willing to work closely with you and follow up on problem areas in a timely fashion. You can communicate your requests verbally by telephone or by e-mail or in writing.
 2. If possible we will respond to your requests or issues immediately or if research has to be done – within 24 hours and you will be notified that we have received your request.

3. If your main contact person is not available your information will not be discussed with anyone unless we have your authorization.

H. South District Court uses a program to send accounts electronically. We use a secure FTP/SSL server connection for AOC to submit password-protected files electronically.

I. **PRIVACY /SECURITY STATEMENT – Attachment #3**

J. Pacific County is a public entity and under RCW 19.16.500 all accounts you would assign to our office would qualify under that RCW except dishonored checks. There are several forms of dishonored checks – non sufficient funds, closed accounts, but basically all are returned for non-payment. We must have the returned check in our possession to attempt to collect on it.

K. 1. Under the RCW 19.16.500 we are allowed to add 50% of any amount assigned up to \$100,000.00. The court accounts have always been under the maximum and we do add 50% for collection costs. This means you will receive 100% of your account if we are able to collect. If we have added fees for legal action the amount will be pre-paid by McDonald Credit Service and added to the consumers balance.

2. NSF checks will be assigned as face value of the check plus a \$35.00 dishonor fee which is split with the client at a 35% rate to us. On a returned check a notice will be sent to notify the check has been assigned to our office in the same manner as a regular account.

3. Interest. I propose to split any interest added to your accounts at a 50/50 rate. Under Washington state law we can add 12% per annum and our computer program computes this amount on a daily basis. Our policy has always been to keep 100% of the interest as we use it as a bargaining tool and to offset the expense from consumers paying their accounts by bankcard. We cannot charge the consumer for this fee. As a bargaining tool, if a consumer asks for a reduction we may give him an incentive to pay the account in full if we deduct the interest. We receive a lot of payments in full by doing this. By splitting the interest it will give you a little more revenue and still allow us to offer this incentive to the consumer.

L. All payments are applied to accounts during the month. Month end reports are processed after the last day of the month. Client's checks are issued and remitted after the 10th of the following month. This allows for any payment returns right up to the end of the month.

- VIII.
1. All RCW accounts – you will receive 100% of your account assigned if we are able to collect. If we are unable to collect there will be no charge to the client for our services.
 2. Returned checks and any non-RCW accounts will be collected with McDonald Credit Service receiving 35% & the client receiving 65%. Interest collected will be split 50/50. Again if we are unable to collect there will be no charge to the client for our services.
 3. I am not anticipating the county as having any other type of collection that would not fall into these categories but I would gladly negotiate a fee if the possibility would arise.
 4. Any account requiring legal action to collect would have the same fee schedule as discussed. MCS pays all court fees and is reimbursed from collecting from the consumer.
1. When a payment is made to an account under a payment plan and is not a payment in full the payment will be divided between your principal balance and our collection fee at a 1/3 split. If a payment is received of \$150.00 then \$100.00 would be applied to your principal and \$50.00 would be applied to our fees.

IX We are able to offer a pre-collecting program at no cost to the county. We would mail out the last statement the county normally sends to the consumer stating payment must be paid to the court within 30 days or the account will be assigned for collection. We give the courts name & address as recipient of the payment and our name is listed as the collection agency the account will be assigned to if payment is not made. If the consumer does not pay the account within 30 days the account goes straight to collection. I have enclosed a copy of our pre-collect letter. Attachment #4

NORMAL SEQUENCE OF THE FOLLOWING LETTERS

Letter # 1 Collection Assignment Notice – must be the first notification to the consumer that the account has been assigned for collection.

Letter #3 If no response to the first letter the next letter would be #3.

Letter #61

Letter #21

Letter #24

Letter #29

This would be for a normal account. Of course we would also attempt to contact the consumer by telephone in between letters. This is just a sample and would not apply to all accounts.

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

000000
TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT % APR

RE: MCDONALD CREDIT SERVICE
PRINCIPAL: \$ 0.00
INTEREST: \$0.00
OTHER CHARGES: \$ 0.00
TOTAL DUE: \$0.00

COLLECTION ASSIGNMENT NOTICE

The above account has been assigned to us for collection. This must have your prompt attention.

MAIL OR BRING YOUR PAYMENT IN FULL TO OUR OFFICE. Payment may be made in the form of cash, money order, personal check, cashier's check, debit card, MasterCard or VISA.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

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

If this account is a dishonored check, a handling fee of \$35.00 is added. If the face value of the check plus the \$35.00 handling fee is not paid within 30 days, an additional charge of \$40.00 or the face value of the check whichever is less will be added.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ALL INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. TO AVOID ERRORS, ALL PAYMENTS MUST BE MADE TO MCDONALD CREDIT SERVICE.

REGARDS,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

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TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT	% APR	RE: SEVERAL	
		TOTAL INTEREST:	\$0.00
		TOTAL DUE:	\$0.00

Just so that we know where we stand with you on this matter, kindly check one of the spaces below and return this letter to our office. We are attempting to collect a debt and any information obtained will be used for that purpose.

- Payment in full enclosed
- Will send payment in full on _____/_____/_____
- Will send \$_____ every week/ every two weeks/ each month
- I'm trying for a loan to pay it all.
- I will call you on _____/_____/_____ to make settlement offer.

My reason for not sending payment today is _____

Signature _____ Home phone _____

Street address if not correct above _____

Employer _____ Work phone _____

To avoid errors all payments must be made payable to MCDONALD CREDIT SERVICE.

YOURS VERY TRULY,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

000000
TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT % APR

RE: SEVERAL
TOTAL INTEREST: \$0.00
TOTAL DUE: \$0.00

YOUR PAYMENT IS PAST DUE. This is a serious matter which requires your immediate attention. Please send your payment to our address above so that we may credit your account accordingly. We are attempting to collect a debt and any information obtained will be used for that purpose.

YOURS VERY TRULY,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

000000
TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT	% APR	RE: SEVERAL	
		TOTAL INTEREST:	\$0.00
		TOTAL DUE:	\$0.00

TO AVOID ERRORS: Please make all payments payable to the undersigned and mail direct to this office.

YOU'RE RUNNING RIGHT INTO TROUBLE BY IGNORING THIS OBLIGATION. Sometimes drastic steps are taken to collect an account - - steps which could have been avoided with the debtor's co-operation.

To avoid such steps either - - pay the above balance - - make acceptable arrangements for a settlement - - or state your reason in the event that you do not regard the bill a just obligation.

If you continue to ignore requests for a friendly disposition of this claim, you must accept the responsibility for future procedure. There is still time to avoid the consequences of your neglect. We are attempting to collect a debt and any information obtained will be used for that purpose.

Your prompt payment may avoid unnecessary expense.

YOURS VERY TRULY,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

000000
TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT	% APR	RE: SEVERAL	
		TOTAL INTEREST:	\$0.00
		TOTAL DUE:	\$0.00

SIMPLY IGNORING THIS OBLIGATION WILL NOT MAKE IT GO AWAY - - EVER!

If you do not feel that you owe this obligation, we must be advised of reasons immediately. Your continued silence will only convince us that the obligation is legitimate and will leave us no alternative but to proceed with collection by whatever means may be necessary. We are attempting to collect a debt and any information obtained will be used for that purpose.

WE MUST HEAR FROM YOU NOW.

TO AVOID ERRORS - ALL PAYMENTS MUST BE MADE TO MCDONALD CREDIT SERVICE.

YOURS VERY TRULY,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCS SERVICES, INC. dba
MCDONALD CREDIT SERVICE
P O BOX 712
RAYMOND, WA 98577
(360) 942-3412
FAX # (360) 942-2705

DEC 31, 2014

000000
TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

INTEREST ACCRUES AT	% APR	RE: SEVERAL	
		TOTAL INTEREST:	\$0.00
		TOTAL DUE:	\$0.00

FINAL NOTICE

WE BELIEVE THIS ACCOUNT IS COLLECTABLE - - - NOW.

We offer you this opportunity to settle this claim with us now.

SEND PAYMENT AT ONCE. We are attempting to collect a debt and any information obtained will be used for that purpose.

TO AVOID ERRORS ALL PAYMENTS MUST BE MADE PAYABLE TO MCDONALD CREDIT SERVICE.

THANK YOU FOR YOUR PROMPT ATTENTION,

MCDONALD CREDIT SERVICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR
COLLECTION AGENCY SPECIALISTS SINCE 1924

MCDONALD CREDIT SERVICE

DEBTOR STATUS REPORT PREPARED FOR :

**MCDONALD CREDIT SERVICE
PO BOX 712**

RAYMOND, WA 98577

THANK YOU FOR YOUR BUSINESS

MCDONALD CREDIT SERVICE

DEC 29, 2014 14:52:45

PREPARED FOR : MCDONALD CREDIT SERVICE DEBTOR ALPHA LISTING

PAGE 1

CLIENT # 0

OUR ACCOUNT #	OUR ACCOUNT #	NAME FOR/REMARKS	SPOUSE OC	DOR DLP	AMT REF BALANCE	REMARKS
0000		TEST JR, TOMMY		11-15-14	50.00	NEW BUSINESS
44686		NSF \$50	00-02		50.00	
		TEST, TOMMY		03-07-12	730.90	JUDGMENT
0			10-02	09-25-14	500.00	
		TEST, TOMMY		08-14-11	446.72	PAID IN FULL
20		LINDA	00-02	10-21-11	0.00	
		TEST, TOMMY		09-15-10	2500.00	PAID IN FULL
28484		TEST	00-02		0.00	
		TEST, TOMMY		09-10-12	500.00	PROM PAYMENT
44685		SPEEDING	00-01		250.00	

SUMMARY INFORMATION AND TOTALS
MCDONALD CREDIT SERVICE

TOTAL REFERRED	5	\$	4227.62
TOTAL BALANCE		\$	800.00
TOTAL COLLECTED		\$	3427.62

PERCENT OF COLLECTION IS 81.1 %

PRIVACY/SECURITY STATEMENT

McDonald Credit Service (herein known as MCS) is dedicated to providing our customers and business partners with products and services that render the entire receivables management process more effective and cost efficient. Furthermore, MCS understands the importance of maintaining the privacy and confidentiality of the information belonging to our customers and their clients, our vendors, business partners, and employees. Through administrative, procedural, physical, and technical controls; management of systems and information access; the use of non-disclosure and noncompete agreements; and other appropriate contractual obligations MCS effectively safeguards information provided to us or generated by us as requested by our customers and required by regulations that apply to us.

Information Received

Throughout our business process, we receive confidential and proprietary information from our customers about their customers and prospects, and their business models, processes, and procedures for the purposes of understanding their businesses to effectively fulfill our contractual agreements. This may include information provided on applications or other forms, information about transactions with us or other businesses, and other information that has been legally obtained from public sources such as court filings or tax assessor databases. This personal/business information may include financial information and identifying information such as social security number, taxpayer ID number, business or personal addresses, account numbers with companies forwarding accounts to us for servicing, and other information.

Protection of Information

MCS complies with our customers' requests to protect their information. MCS does not disclose nonpublic information supplied by, or about, our current or former customers or business partners to anyone, except as permitted by law or authorized by the customer. Through contractual agreements, we agree to protect our customer's information, including information covered under the Health Insurance Portability and Accountability Act (HIPAA) and the Gramm Leach Bliley Act (GLBA). Under HIPAA we protect our customers' Protected Health Information (PHI) and under GLBA we protect our customers' Non-Public Personal Information. In addition, MCS complies with Fair Debt Collection Practices Act (FDCPA) and all applicable state collection laws concerning the disclosure of information.

Security Procedures

MCS maintains the following Security Policies and Procedures:

Administrative Safeguards

1. Security management processes to prevent, detect, contain and correct security violations.
2. Designated Security Official who develops and administers the data security policy.
3. Data Security Department defines, administers and oversees access to electronic information by the workforce.
4. Information Security awareness and training is conducted for all appropriate

members of the workforce.

5. Security incident procedures for handling breaches of data security.
6. Contingency Plans for disaster recovery and business continuation.
7. Evaluation of business procedures and associated systems on a periodic basis.
8. Business Associate Agreements are required to be signed by our contractors.

Physical Safeguards

1. Facility Access Controls limiting building and computer room access.
2. Specific internal application security controls to limit access to data.
3. Secured network and workstation access with individual sign-ons.
4. Physical device and media controls concerning the receipt and removal of hardware/data.
5. Fully-enclosed, locked, server and equipment racks.

Technical Safeguards

1. Access controls – security software that denies or permits electronic application or data access.
2. Security audit controls and reporting of electronic information systems.
3. Data integrity managed through programmed application security and audit controls.
4. Person or entity authentication maintained by user sign-on and password.
5. Transmission security governed through network/firewall infrastructure.

MCS SERVICES, INC.
DBA McDonald Credit Service
DBA Credit Bureau of Pacific County
1748 Nelson Road
PO Box 712
Raymond, WA 98577
Phone (360) 942-3412
Fax (360) 942-2705

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TOMMY TEST
NIRVANA

SNOWBIRD, ME 04903

RE: SOUTH DISTRICT COURT
ACCT# 12345

TOTAL DUE: \$150.00

Our client, South District Court, indicates that payment on your account is
PAST DUE.

Please remit payment in full to the court by sending your payment to:
South District Court
7013 Sandridge Rd
Long Beach, WA 98631

The balance is due in full within 30 days from date of this notice.

FAILURE TO PAY WILL RESULT IN YOUR ACCOUNT BEING
PLACED WITH MCDONALD CREDIT SERVICE FOR COLLECTION.

THANK YOU FOR YOUR PROMPT ATTENTION,

MCDONALD CREDIT SERVICE

WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR COLLECTION
AGENCY SOCIALISTS SINCE 1924