



LINEBARGER
ATTORNEYS AT LAW



City of Terrell, Texas

Response to Request for Proposals for Municipal Court Collection Services
Proposal No. 01-2025

Proposal Deadline

April 17, 2025 by 2 p.m. CDT

Contact

Wade Gent, Capital Partner

wade.gent@lgbs.com

972.932.8404

Jeff Jordan, Client Liaison

jeff.jordan@lgbs.com

972.932.8404

Marisela Navarro, Director of Fees & Fines

marisela.navarro@lgbs.com

832.818.0253



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
113 W. Mulberry
Kaufman, TX 75142

Main: 972.932.8404

April 15, 2025

Email: wade.gent@lgb.com

Dawn Steil, City Secretary
Office of the City Secretary
Terrell City Hall
201 E. Nash Street
Terrell, TX 75160

RE: Request for Proposals (RFP) for Municipal Court Collection Services Proposal No. 01-2025

Dear Ms. Steil:

On behalf of Linebarger Goggan Blair & Sampson, LLP (Linebarger), I am pleased to submit this RFP 01-2025 proposal response to provide Municipal Court Collection Services to the City of Terrell (City). I have reviewed the RFP in detail and agree to all the provisions therein. Our proposal details our ability, qualifications, and commitment to providing the City with an exceptional, comprehensive plan for the resolution of outstanding cases and continuing the fair administration of justice in the City's Court.

Since becoming the first Texas law firm to pursue court collections 25 years ago, our firm has grown to represent 467 court clients nationally, 328 of which are in Texas. Linebarger has unmatched attorneys, staff, and IT resources; the increased depth and breadth of the resources we offer our clients equals results – **resolution of more cases and more vital funds are returned to your community.**

We have a singular focus – total client satisfaction. We achieve this by tailoring our comprehensive services to your criteria, retaining and training professional and courteous legal and collection personnel, developing and supporting the most advanced collection technology systems available, and maintaining personal communications with our clients and the communities they serve.

Linebarger has been part of the North Texas and surrounding communities for decades. Since opening our Kaufman office 27 years ago, we have taken great pride in providing professional collection services to numerous communities in the region. Our Kaufman, Dallas and Tyler offices are in close proximity to the City, allowing our dedicated local team to easily attend in-person meetings and respond to questions or requests on a daily basis. Our staff are familiar with the unique needs of the City and surrounding areas. We understand your municipal court receivables.

In this proposal, we offer:

- A local team with familiar faces
- Impeccable client service
- Proven warrant program tools
- Real-time, transparent reporting
- Highly trained, multilingual, skilled customer service representatives (CSRs)
- IT team with extensive software and implementation experience
- Municipal court collection expertise
- Pass-on fee structure
- Superior skip-tracing results
- Advanced technology



My team and I will provide assistance on all collection-related matters. The legal skills and presence of our firm will ensure that our partnership with the City exceeds the expectations of your staff and community.

Wade Gent
Capital Partner
113 W. Mulberry
Kaufman, TX 75142
972.932.8404
wade.gent@lgb.com

Marisela Navarro
Director of Fees & Fines/
Court Services Manager
100 Throckmorton Dr. Ste. 1700
Fort Worth, Texas 76102
817.317.9519
marisela.navarro@lgb.com

As a capital partner, I am authorized to make representations and enter into a contract on behalf of the firm and will provide legal oversight.

Our local team is committed to serving the needs of the City and to answering your questions at any time during this process. Linebarger offers the most comprehensive, innovative, and personalized collection services as well as the most experienced and knowledgeable legal professionals in the industry.

We are eager to exceed your expectations and look forward to the partnership opportunity to represent the City in the collection of delinquent fees and fines.

Respectfully submitted,



Wade Gent
Capital Partner

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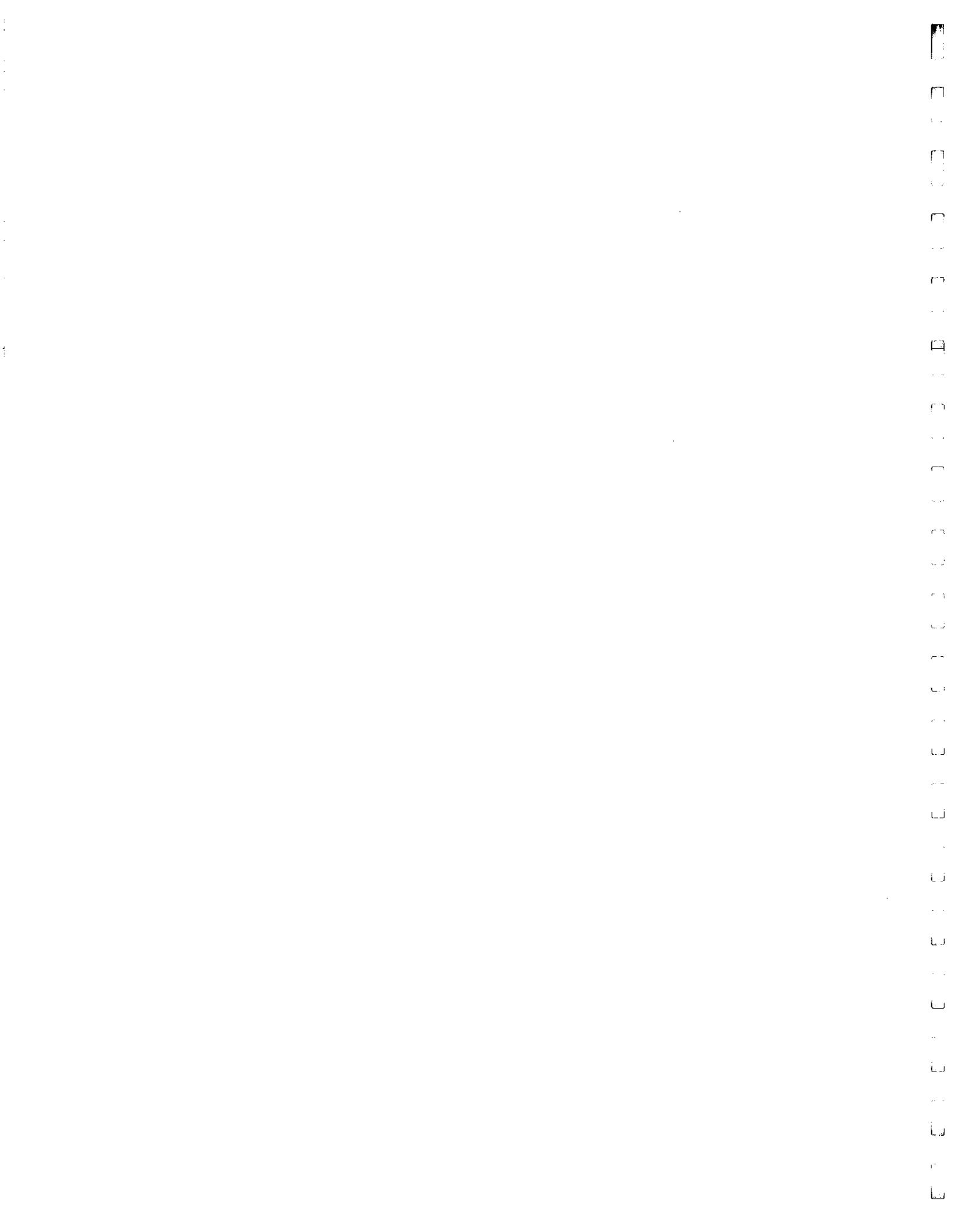


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1. Executive Summary

FIRM PROFILE

Linebarger was founded 49 years ago with the sole purpose of providing exceptional debt collection service and results to government clients. Our entire law firm only specializes in the resolution of delinquent government entity receivables – we are not simply a section or department of a larger law firm. Focusing on government receivables is all that we do.

This laser focus allows our lawyers and staff to maintain consistency in protocols and message when communicating to delinquent government account holders – not only enhancing communication quality with the delinquent account holder but also providing a consistent and effective message that allows for unparalleled performance with few complaints.

The cornerstone of our law firm is our people and their commitment to delivering the best customer service possible. Our employees have significant experience in collecting on behalf of government entity clients and we all appreciate the delicate relationship in collecting from individuals who are also constituents, as well as potential neighbors and friends. The City's contract will be operated out of the Kaufman office.

Linebarger Goggan Blair & Sampson, LLP

Principal Office

Terrace 2, 2700 Via Fortuna Dr, Ste 500
 Austin, TX 78746
 Office: (512) 447-6675
www.lgbs.com

Kaufman Office

113 W. Mulberry
 Kaufman, TX 75142
 Office: 972.932.8404



REVENUE COLLECTED
 FOR GOVERNMENT
 ENTITIES

Established in 1976, we founded Linebarger as a limited liability partnership in Texas. Linebarger, or its predecessor partnerships, has registered annually with the Secretary of State's (SOS) Office since 1993. There is no parent company, subsidiaries, affiliates, or other entities with any ownership interest in the law firm. Linebarger is the product of a merger between the two largest collection law firms in Texas in 1998. Both law firms offered collection services to governmental entities. In January 1998, these two law firms formed a partnership. Today we are Linebarger Goggan Blair & Sampson, LLP. No future name changes are anticipated.

- > 1976–1998, Calame Linebarger Graham & Peña
- > 1980–1998, Heard, Goggan, Blair & Williams
- > 1998–2001, Linebarger Heard Goggan Blair Graham Peña & Sampson, LLP
- > 2001–2002, Linebarger Goggan Blair Peña & Sampson, LLP
- > 2002–Present, Linebarger Goggan Blair & Sampson, LLP

PROJECT MANAGER

The City's project will be managed by Capital Partner Wade Gent, who manages the firm's Kaufman office, which is only 12 miles south of Terrell. Mr. Gent has been with the firm for 14 years and formerly served as a municipal court judge in Forney, Texas. We provide the following biography for Mr. Gent and his full resume is included in Exhibit B.

James "Wade" Gent, Capital Partner

Mr. Gent serves Linebarger's Northeast Texas clients from the Corsicana, Kaufman, and Rockwall offices. With over 20 years of trial experience, he handles complex cases involving state and federal regulations, tax collection, debt collection, real estate disputes, eminent domain, and appraisal district litigation. He is licensed to practice in Texas, Pennsylvania, and federal courts, including the U.S. Court of Appeals for the Third Circuit. Mr. Gent has represented clients in over 100 Texas counties and 12 states. A Kaufman High School graduate, he holds a Business Economics degree from Texas Tech University (1996) and a J.D. from Texas Wesleyan University (2000). He is also a 2003 graduate of the Trial Advocacy College of Texas. Mr. Gent has served as a Municipal Court Judge, Texas Magistrate, and City Attorney. He has been involved in various local committees and currently represents Rockwall County on the board of the North Central Texas Housing Finance Corporation.



VERIFICATION OF TEAM – LINEBARGER EMPLOYEES

All of the City's collection work will be performed by Linebarger employees. None of the work will be performed by subcontractors, including the collections professionals that communicate with delinquent account holders. We detail the City's project team in Chapter 4. All members of Linebarger's proposed team are currently employed by the firm.

INSURANCE COVERAGE

All insurance will be provided within ten (10) calendar days of contract award. Linebarger carries a range of professional and commercial liability policies, along with workers compensation coverage. We have included proof of our insurance limits in Exhibit A.

COMPLIANCE

Linebarger strictly adheres to all applicable federal, state and local laws and regulations governing our industry and further follow all requirements placed on a law firm. As a law firm focused on the collection of delinquent government receivables, we are committed to the high ethical standards of the legal profession as well as those of the collection field. Our collectors only use collection strategies and techniques that are both legal and ethical. Experienced managers work the collection floor on a daily basis, observing collectors to ensure they treat all delinquent account holders with courtesy and respect. In 2013, we established the position of Chief Compliance Officer (CCO). Our CCO is integral to the firm's commitment to statutory and regulatory compliance nationwide and serves on our Litigation and Legal Standards Committee to ensure that appropriate policies are in place across the law firm to assure compliance with all regulatory requirements at the state and federal level.



Protecting Delinquent Account Holder's Rights

All Linebarger employees receive rigorous initial and ongoing training in the rights of delinquent account holders. This training includes comprehensive coverage of the FDCPA and the Privacy Act of 1974, as well as the full range of City policies and procedures regarding collection activities.

To guarantee full compliance with both the spirit and letter of the above regulations, the firm's contact center managers and the attorneys overseeing the collection programs monitor collection efforts. They provide feedback to collectors and submit reports of compliance disparities to their managing attorneys and if appropriate: the City.

Long History of Compliance

After 49 years of providing professional collection services to our clients, we have never had an FTC violation or FDCPA judgment levied against us for violating collection laws or regulations in the history of our firm. This record is not accidental, but rather the result of a combination of managerial commitment, selective recruiting, intense training, and zealous quality control. In short, Linebarger has been in full compliance with all applicable laws, regulations, and ethical standards, and will continue to remain in compliance. As a testament to the law firm's professionalism and performance, some of Linebarger's largest clients have renewed their contracts for more than 20 years.

2. Information Questionnaire

ATTACHMENT A

Submit Vendor Information Questionnaire (Attachment A) with the response.

Please find the completed Vendor Information Questionnaire on the following pages.

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ATTACHMENT "A" VENDOR INFORMATION QUESTIONNAIRE

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

Name of Company:	Linebarger Goggan Blair & Sampson, LLP
Primary/Principal Office Address:	113 W. Mulberry Kaufman, TX 75142
Telephone Number:	972.932.8404
Email Address:	wade.gent@lgb.com
DUNS Number (if applicable):	03-093-3881

Form of Ownership (check one):

Corporation State Incorporated/Registered _____ / Date Incorporated/Registered _____

LLC

Joint Venture

Partnership: If Partnership, select one of the following: Limited or General

Individual

Company has been in business since: 1976

List of Partners, Principals, Corporate Officers or Owners:

Name	Title
Please see attached.	

List of Corporate Directors:

Name	Title

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Firm Ownership

Capital Partners

The capital partners of the law firm, all of whom are licensed attorneys actively engaged in the practice of law, hold exclusive ownership of the law firm. Our capital partners/owners are listed below. While we are not a certified minority business enterprise, 64 percent of the firm's capital partners are women and/or minorities. The names in bold are the 11 senior partners comprising the law firm's management committee. They provide oversight of all of the firm's operations.

Capital Partners		
David G. Aelvoet	Mark A. Flowers	Pamela Pope Lee
Daniel Albirez	Elva Galvan	Glenn O. Lewis
Jake Battenfield	Wade Gent	Bridget Moreno Lopez
Douglas Steven Bird	Lilia Gibson	Edward Lopez Jr.
Charles Brady	Cristina Gonzalez	Scott A. McGlasson
Kelly Burnette	Tara Grundemeier	Norman J. Nelson
Lucy G. Canales	Lori Gruver	Jose Padilla
Michael Cano	Corey Hamilton	Mario Perez
Paul Daniel Chapa	James Harris	Ronald Rocha
Mark Ciavaglia	Mark Harris	Kelly Rivera Salazar
Clifton F. Douglass III	Richard Hill	Steven Saucedo
Damon Edwards	Sherrel Knighton	Herbert A. "Trey" Stone
Corey Fickes	Jim L. Lambeth	Tanya F. Eriksson Wood

Note: Partners listed in bold are also members of our Management Committee and pictured below.



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1. Have you had any contracts terminated for default or other performance reasons? Yes
 No If yes, explain: _____
2. Has your company been convicted of a criminal offense committed in Kaufman County, Texas, involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Yes No
If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract?
If yes, explain: _____
3. Is your company involved in pending investigation or criminal prosecution of a criminal offense alleged to have been committed in Kaufman County, Texas involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Yes No
If yes, explain: _____
4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? Yes No
If yes, explain: _____
5. Does your company have previous final judgments against the City for breach of contract, fraud misrepresentation or conversion? Yes No
If yes, explain: _____
6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of Terrell? Yes No
If yes, explain: _____
7. Has your company refused to execute a contract following an award by the Terrell City Council? Yes No
If yes, explain: _____
8. Has your company violated the anti-lobbying provisions in a current or previous City of Terrell procurement process by making contact with a member of the Terrell City Council prior to the award of a contract? Yes No
If yes, explain: _____
9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with the City of Terrell? Yes
 No If yes, explain: _____

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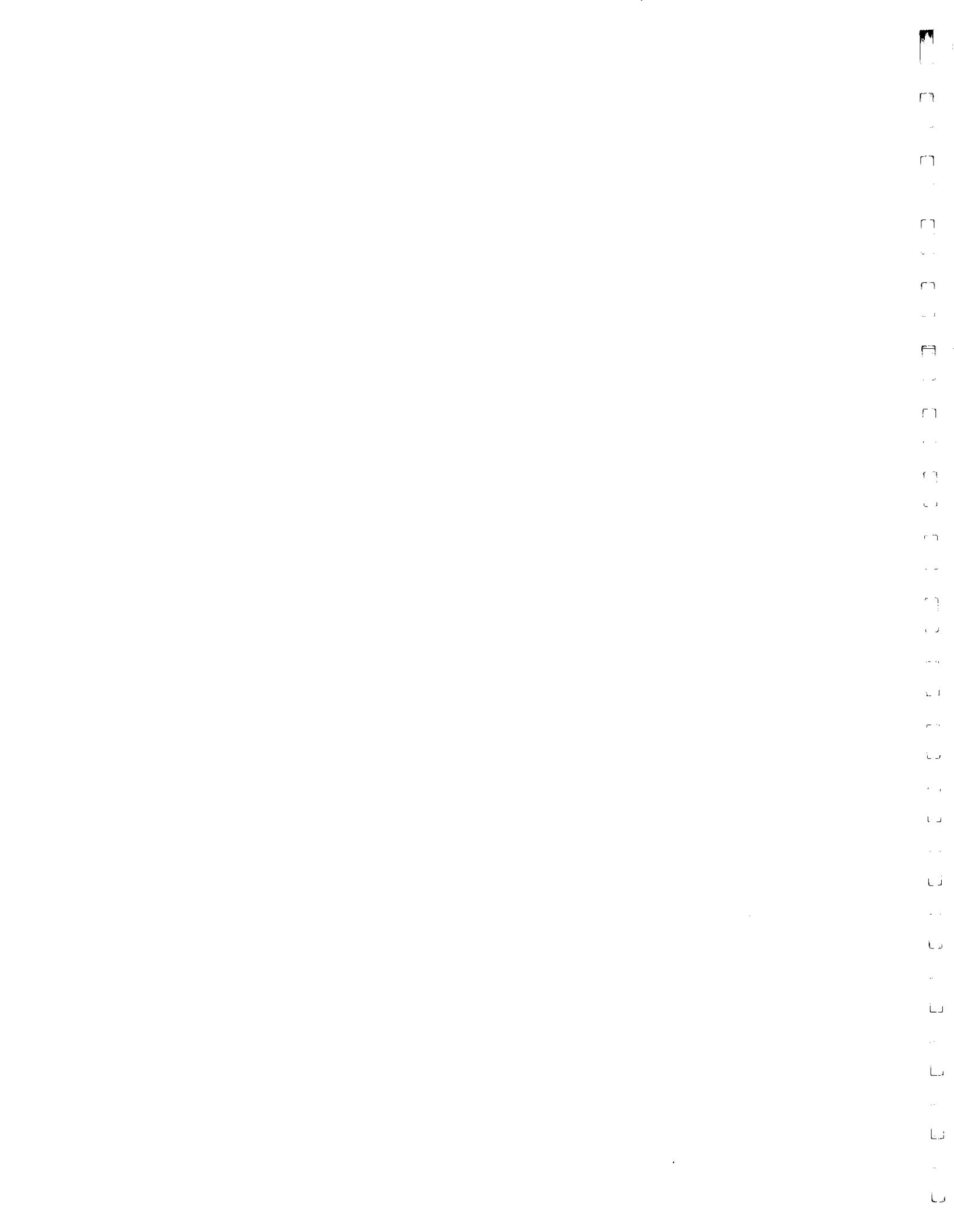
I, Wade Gent, as Capital Partner
Name of Individual Title & Authority
of Linebarger Goggan Blair & Sampson, LLP, declare under oath
Company Name

that the above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of Terrell, and possibly debarment.

Wade Gent

Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL



3. Price Proposal

ATTACHMENT B

Submit pricing proposal on attached Price Proposal Form (Attachment B).
 Please see the completed Price Proposal Form (Attachment B) on the following pages.

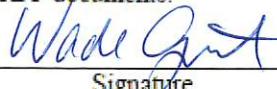
ATTACHMENT "B" PRICE PROPOSAL FORM

Name of Company:	Linebarger Goggan Blair & Sampson, LLP
Contact Person:	James "Wade" Gent, Capital Partner
Primary/Principal Office Address:	113 W. Mulberry Kaufman, TX 75142
Telephone Number:	972.932.8404
Email Address:	wade.gent@lgb.com

Percentage rate of collected fines, fees, and court costs:	* Please see attached
Describe available value-added features your firm can provide as part of this contract or at an additional cost.	Value added services are detailed within our response and provided at no additional cost to the City. Please see Chapter 6 of the Linebarger response.
If at an additional cost, include this information here.	Not applicable

I, Wade Gent, as Capital Partner
 Name of Individual Title & Authority
 of Linebarger Goggan Blair & Sampson, LLP, proposes to complete the
 Company Name

Project for the prices listed in this Price Proposal Form for scope of work and services described in the RFP documents.



Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

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BEGIN CONFIDENTIAL INFORMATION

Cost Proposal

Municipal Court Fees and Fines Cost

Fees Passed Directly to Defendant for Delinquent Accounts on or after June 18, 2003 and All Judgments – 30% Add-On Fee

Pursuant to Texas Code of Criminal Procedure, Article 103.0031, Linebarger proposes a collection fee equal to 30 percent (30%) of all monies actually collected on all referred accounts when accounts are referred after 60 days past due. This same fee will cover all of the offenses that occurred on or after June 18, 2003, as well as adjudicated cases that occurred before that date. The City will receive all fees and fines revenue collected, as the defendant pays the collection fee. The City will not bear any collection fee costs on these offenses, and the City has discretion to waive our fee at any time.

No Fees on Delinquent Accounts Prior to June 18, 2003 – 0% Fee

On offenses which occurred prior to June 18, 2003 (with no current adjudication), Linebarger will not be charging a fee to collect on these accounts.

Application of Transaction Fee

Pursuant to Chapter 301, Section 103.0031 of the Texas Code of Criminal Procedure, the 30% add-on fee will be computed and added to applicable citations (on or after June 18, 2003 and all judgments). The City will control the computation of fees, adding them to the applicable accounts and transferring the adjusted accounts to our system for collections.

END CONFIDENTIAL INFORMATION

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4. Relevant Experience Information

IDENTIFICATION AND LOCATION OF TEAM

Identification of the firm/team responding to the RFQ and a brief description of each firm/team member should be provided including a brief summary of their experience. Location of the headquarters office for the lead firm should be indicated, as well as the location of each lead firm/team member office where work will be performed for the project.

Linebarger's greatest asset in delivering exceptional service and outstanding results is — and always has been — its people. The City's team is comprised of some of the most experienced collections attorneys and support staff in Northeast Texas

Contract Oversight

Managing Partner Jim Lambeth will oversee our collection efforts on behalf of the City and will coordinate the law firm's resources and collection strategies. As a member of the law firm's Management Committee with responsibility for our operations in East Texas, he will ensure that this project has the full resources of the firm available to maximize collection performance. Mr. Lambeth will be the point of contact if Mr. Gent is unavailable. Mr. Lambeth has more than 25 years of experience in government collections and joined Linebarger after five years as Assistant District Attorney in Smith County.



Day-to-Day Account/Project Management

Contract and project leadership will be headed up by Capital Partner Wade Gent. He will take responsibility for all aspects of the team's performance on the City's contract and leads team members in resolving issues within their own areas of responsibility. Mr. Gent will be the primary point of contact for the City with regard to all issues, technical or otherwise, throughout the term of this contract and will coordinate all aspects of the collection program and any communications between the City and the appropriate Linebarger team member so that any issue may be discussed and resolved efficiently. Mr. Gent is the supervising attorney for Kaufman, Corsicana, Waco, Waxahachie, Greenville and Rockwall offices and has been with the firm since 2011. Prior to joining the firm, he maintained a private law practice and served as a Municipal Court Judge in Forney, Texas.



Court Services

Director of Fees & Fines/Court Services Manager Marisela Navarro works closely with our clients – providing daily oversight and project management of collection activities as well as IT and technical functions related to client reporting. She will assist in tailoring a collection program that focuses on the Court's concerns and will be available to respond to questions and concerns. Ms. Navarro has been working with municipal courts for more than 25 years, including 15 years in roles with local city courts. She leads court services for the Fort Worth and North Texas offices.



Project Execution

Client Liaison Jeff Jordan will coordinate all mailings and contacts related to the City's account. He will coordinate regular reporting to the City, including any custom reports. As the current mayor of the City of Kaufman and through his involvement in many local community organizations, Mr. Jordan has a vested interest Kaufman County and its residents.



Administrative Oversight - Fees and Fines Technology & Operations

Trevor Balderrama, Chief Administrative Officer, oversees all aspects of fees and fines operations and the computer systems that support them, and will impose quality controls for the collection processes used by those departments. He will also have direct contact with all operations personnel to implement and maintain a top-tier collection program for the City. He will provide both the management and technical guidance necessary to ensure a smooth implementation period as well as successful operations throughout the term of the contract. Mr. Balderrama has over 20 years with the firm.



Contact Center Management

John Wilson, Contact Center Manager for the San Antonio Contact Center, will oversee daily contact center operations, including call campaign workflow and all collection personnel. He will be responsible for all training, including the coordination of any City-specific training to comply with procedures and processes used by the City's team. Mr. Wilson has over 49 years of experience in collections.



Technology Systems

LeWayne Ballard, Chief Technology Officer, oversees the law firm's technology infrastructure, data security, and office operations for Linebarger's national Information Technology Group. He manages the (ITG) teams that implement electronic aspects of the collection program, including system security, Internet file transfers and all law firm communications systems. Mr. Ballard has 26 years of experience in managing data systems.



Information Technology Support Personnel

We will assign additional IT personnel to monitor and manage all IT-related processes throughout the term of the contract. The individuals assigned to these key roles possess the knowledge and experience to implement and maintain the highest levels of performance under this contract.

Resumes of our team members are included in Exhibit B.

Offices Performing Work

Linebarger will provide contract management and collection program oversight for the City project from our office in Kaufman, Texas. Our firm headquarters is located in Austin, Texas. The law firm's ITG facility will be the primary location for all electronic data associated with the City project. Trevor Balderrama, Chief Administrative Officer and Director of Fees & Fines, will manage the IT requirements for the City's collection program from this office. Our national contact center will support the City's day-to-day call and customer service-related collection activities under the direction of John Wilson, Manager of Operations.

Kaufman Office

113 W. Mulberry
Kaufman, TX 75142
Office: 972.932.8404

San Antonio Information

Technology Group (ITG)
2915 W. Bitters Rd, Ste 400
San Antonio, TX 78248
Office: 210.403.8600

San Antonio Contact Center

900 Arion Parkway, Ste 104
San Antonio, TX 78216
Office: 210.581.2400

EXPERIENCE AND REFERENCES

Describe your firm's experience in providing municipal court collection services for Texas municipal courts of a similar scope within the past five (5) years. Provide the agency name, contact person, telephone number, and description of services.

Linebarger has extensive experience collecting receivables as described in the City's RFP. As a law firm with more than **325 court clients** across the nation, we are exposed to a variety of collection environments that require distinct techniques and quick, innovative responses to issues. Linebarger has more than 25 years of experience handling delinquent fines and fees accounts for Texas clients, currently representing **seven of the ten largest municipal courts** in the state. Linebarger also has court clients in Northeast Texas including the cities of Balch Springs, Red Oak, Rockwall, and Waxahachie. Our presence in these communities gives us unique insight into serving the City and its constituents. Our knowledge in collection's law is constantly evolving as regulations around these debt types change. Equally important, is our deep understanding of the data management and data systems which increase the efficiency of the collection's process. Robust and scalable data systems ensure that Linebarger can easily adapt the City's accounts and our secure processes give you confidence that your data will be protected. The following list of references from current clients corresponds to performance data on the following page for similar clients as the City. We encourage you to contact these references with any questions that the City may have about Linebarger's collection performance and client satisfaction.

BEGIN CONFIDENTIAL INFORMATION

Client References		
Balch Springs Tammy Cantu Court Administrator 3117 Hickory Tree Rd Balch Springs, TX 75180 Phone: 972.557.6055 tcantu@cityofbalchsprings.com Municipal court fees & fines collections	Seagoville Municipal Court of Record Julissa Perez Court Administrator 702 N. Highway 175 Seagoville, Texas 75159 Phone: 972.287.6831 jperez@seagoville.us Municipal court fees & fines collections	Town of Sunnyvale Rachel Ramsey Director of Administration Town Secretary 127 N. Collins Rd. Sunnyvale, TX 75182 Phone: 972.203.4153 Rachel.Ramsey@townofsunnyvale.org Municipal court fees & fines collections



City of Rockwall (Court) Ms. Mary Smith City Manager 385 South Goliad Street Rockwall, TX 75087 Phone: 972.772.6420 msmith@rockwall.com Municipal court fees & fines collections	City of Wylie Ms. Lisa Mangham Court Administrator 2000 N Highway 78 Wylie, TX 75098 Phone: 972.429.8081 lisa.mangham@wylietexas.gov Municipal court fees & fines collections	
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NEW CLIENTS IN THE LAST FIVE YEARS

Provide a list of new clients with whom you have contracted in the last five (5) years. Provide length of service, types of services provided, collection rate, and collection statistics for each of the first three (3) years for each new client listed. List this information on a per year basis, not an averaging of the three (3) years.

Linebarger gained over 67 new Texas municipal court clients during the last five years. Because of space limitations, we are providing our top performing new Texas municipal court clients. We would be happy to provide additional data if needed, including national client data.

New Clients	Begin	Collection Rate	Resolution Rate	12 Months	24 Months	36 Months
Royse City	5/1/2020	26.0%	20.1%	4.2%	22.2%	24.5%
				83.4% >3 years	88.3% >3 years	92.3% >3 years
Wilmer	1/1/2020	18.7%	38.8%	5.3%	8.5%	13.7%
				61.8% >3 years	64.6% >3 years	63.2% >3 years
Converse	8/4/2020	14.9%	19.1%	6.3%	9.7%	12.7%
				69.9% >3 years	73% >3 years	69.7% >3 years
Beaumont	6/8/2020	21.3%	47.2%	5.3%	9.7%	16.9%
				73.1% >3 years	75.6% >3 years	65.7% >3 years
Grand Saline	2/9/2021	16.9%	51.1%	5.7%	9.9%	14.5%
				41.2% >3 years	55.1% >3 years	56% >3 years
Hempstead	7/6/2021	20.8%	34.5%	7.3%	14.4%	18.5%
				31.3% >3 years	39.3% >3 years	50.8% >3 years

One of the challenging parts of the collections process is the implementation of a robust, effective program. When we gain a new client, often we spend time skip-tracing old accounts and locating defendants, because those accounts have not been effectively pursued. That require time, resulting in a delayed impact of performance rates. To demonstrate our effectiveness in fully implemented collections programs, we have included examples of rates where we have had more than three years to establish a program that is comprehensive and consistent. These clients correspond to the references listed on the preceding page.

Clients	Recovery Rate	Resolution Rate	Contract Timeframe	Population
Balch Springs	47.5%	59.1%	July 2010-Current	26,711
Dickinson	67.0%	75.6%	Dec 2004-Current	21,834
Katy	44.2%	63.3%	Feb 2006-Current	26,360
Plainview	54.5%	65.9%	June 2003-Current	19,420
Red Oak	76.1%	87.8%	Sept 2005-Current	18,624
Rockwall	57.3%	87.5%	Mar 2008-Current	52,918
Waxahachie	52.8%	71.4%	Dec 2006-Current	47,201

CURRENT WORKLOAD

Provide current workload and flexibility of scheduling, size of collection staff, and location where work/research will primarily be performed.

The work for the City will be conducted at the locations noted on page 1. All of the work will be done in-house, by professional staff trained in our collection's philosophy and your specific requirements. The team for the City, outlined above, will be available to your team on a day-to-day basis or as needed to perform the required tasks and outcomes. We will provide onsite meetings as requested by the City and regular reporting, customized to meet your needs. Our data infrastructure was built to easily scale, so we can easily handle the addition of the City accounts.

LOST CLIENTS

Provide a list of courts that have terminated or failed to renew a collections contract with your company within the last five (5) years.

Linebarger has been chosen by over 2,600 public-sector organizations to handle the collection of a wide range of receivables. Since its inception 49 years ago, our firm has maintained a reputation for professionalism and fair treatment in the collections industry. In the past five years, we have lost just fifteen clients among Texas cities' municipal courts. The high quality of our services has produced exceptional customer loyalty, as more than 69 percent of our clients have chosen Linebarger as their collection's law firm for at least 10 years or more.

Lost Clients	Contract Begin	Actual End	Reason Ended
Jamaica Beach	18-Oct-21	18-Oct-24	Due to Client Internal Issues
Killeen	18-Feb-13	31-Mar-24	Using In-House Collections Now
Poteet	2-Feb-21	2-Feb-24	Client chose not to renew
Bay City	19-Dec-13	27-Nov-23	Client chose not to renew
Groveton	19-Dec-16	11-Oct-23	Client chose not to renew
Maypearl	10-May-16	31-Aug-23	Client chose not to renew
Granite Shoals	11-Jun-19	1-Jul-23	Client chose not to renew
Denton	16-Nov-11	15-May-23	Using In-House Collections Now
Ore City	13-Jul-16	31-Dec-22	Client chose not to renew
Rising Star	10-Oct-19	28-Dec-22	Did not Materialize
Lometa	1-Jul-19	31-Jul-21	Due to Client Internal Issues
Richland	11-Oct-18	6-May-21	Due to Client Internal Issues
Rhome	15-Jan-19	15-Apr-21	Due to Client Internal Issues
Pflugerville	1-Mar-19	14-Apr-21	Our RFP Was Not Selected
Mart	11-Apr-16	11-Apr-21	Due to Client Internal Issues

END CONFIDENTIAL INFORMATION



5. Data Security Systems and Collection Procedures

ADVANCED TECHNOLOGY

Provide a complete description of your firm's data security system in place to ensure confidentiality of records.

We have invested over \$100 million to develop and maintain the industry's most sophisticated data processing and communications network. Our systems currently manage over 193.5 million fees and fines receivables accounts. No other law firm or collection agency has succeeded in duplicating our system's efficiency or capacity. Others economize their IT resources, treating them as fixed expenses to be minimized. Linebarger invests heavily in IT personnel, software, hardware, and facilities to maximize system functionality and client data security.

Our staff has implemented collection programs to work with an overwhelming variety of computer systems and software. We understand this is a vital step in the collection process, and we employ more than 175 highly trained IT professionals to ensure that the system interface process is as swift, accurate, and dependable as possible and requires a minimum of our client's time. We do not foresee any issues regarding interfacing with the City's system.



System Architecture and Components

Developed and managed by our Information Technology Group (ITG), Linebarger's automated collection system integrates all aspects of the collection process for a wide variety of receivable types. Incorporating custom software and powerful, specialized hardware, the system is technologically advanced and complex in its capabilities, yet simple in design for flexibility and reliability. Based upon scalable, redundant architecture, our system meets the data processing and communication needs of multiple clients while addressing City specific requirements for security, connectivity, audit trails, and business continuity. Modular system architecture allows us to increase performance and capacity quickly, with minimal downtime.

The major components and connectivity of the Fees and Fines architecture include the following:

- > Encrypted File Transfer Protocol (FTP) server
- > Unified phone system (call management, predictive dialer, skills-based routing, application integration, quality control tools, real-time reporting)
- > Virtualized servers with high-availability and load-balancing
- > Segregated environments for production, test, and development purposes
- > Real-time credit card authorization and payment application
- > Third party collection and skip-tracing applications
- > Encrypted flash storage with real-time replication
- > Secure data center with redundant power and heating, ventilation, and air conditioning (HVAC)

The primary data processing and storage site for the firm's Fees and Fines application is at ITG Headquarters in San Antonio, Texas, with the backup recovery site located in Austin, Texas.

Robust, Redundant Networks

Linebarger maintains over 135 network circuits with diverse and redundant highly available connectivity. These connections deliver enhanced network speed, performance, and efficiency for all enterprise applications, including web payment portals, email, electronic file transfers, and our collection operating software. This network architecture also features two separate network providers to minimize the impact and downtime caused by a single provider point of failure.

Linebarger's Highly Customized Fees and Fines Collection Software

Our software, highly customized by our ITG personnel, enables us to meet each client's unique needs and adapt quickly to changes in the collection process. Linebarger uses an enterprise-grade collection software system for our fees and fines clients. This software includes many easy-to-use custom features that enhance the system's capabilities without compromising stability.

Fees and Fines Database Volume

The Linebarger database consists of over 193.5 million receivables from hundreds of clients in various stages of the collections process. New referrals are received daily via secure file transfer protocol and custom Linebarger APIs using continuously updated secure protocols and ciphers. Referrals are scrubbed and edited for completeness and integrity before insertion into our production database tables.



Backup Data and Data Archives/Record Retention

Data Backups

Data replication occurs in real-time to our Disaster Recovery (DR) location, with a separate backup every night to capture a snapshot of the daily activities. We use FIPS 140-2 compliant cryptography with additional safeguards and controls through PCI DSS Level 1 and IRS 1075 standards and guidelines to ensure that all City data is fully protected at rest and in transit. We retain data backups dependent upon client requirements, regulatory, and company standards. We verify all backups for consistency to confirm that data restoration is not required.

Data Archives

In addition to data backups, our Enhanced Electronic File Transfer (EFT) System archives transferred data in real time. This system identifies client data uploaded to our EFT System and uniquely archives it to a separate directory. These archived copies help to protect and quickly reconcile any data a client may have accidentally deleted, overwritten, or uploaded in error. Linebarger also employs a unique solution called SynclQ, which enables us to implement a remote disk archiving solution for disaster recovery using asynchronous data replication. With this solution, the replication process occurs every six hours. This process replicates all client-archived data changes from our Local Enterprise SAN Storage Solution to our remote Disaster Recovery location. The system will never delete the data at our Disaster Recovery location unless expressly authorized by a client, regulatory requirements, or company standards.

Data and System Security

Security is the number one priority with any client's data. Linebarger uses a combination of physical, technical, and administrative controls to ensure the confidentiality, integrity, and availability of data. We are equipped to secure communication between Linebarger and our clients, ensuring data confidentiality and integrity en route to source or destination systems. Linebarger uses industry-standard protocols, including but not limited to SFTP, HTTPS, FTPS, IKE, IPSEC, and PGP, to protect data in transit. Data can be transmitted directly using these protocols via our Secure Enhanced File Transfer system and/or through IKE/IPsec VPN tunnels. Linebarger can accommodate the City's requirements using Pretty Good Privacy (PGP) tools and utilities if there is a need to encrypt data prior to transmittal. As a complementary component, Linebarger employs a state-of-the-art Storage Area Network (SAN) comprised of all-flash arrays that implement in-line data at rest encryption (DARE) and self-encrypting drive (SED) technologies. This architecture protects data at rest once loaded onto our systems, preventing unauthorized read or write access.

Security Standards

Linebarger's cybersecurity framework, used to prevent, detect, and respond to cyber vulnerabilities, is built upon ISO 27000 Series and NIST 800 Series frameworks. The combination of ISO 27001/27002 and NIST 800-53/171 standards are mapped out for a common foundation, while also building upon the specific requirements of each. These frameworks are part of our core infrastructure used to achieve our PCI Level 1, SOC 1, SOC 2, SOC 3, and IRS 1075 security certifications. Linebarger continually monitors and adheres to changes in cybersecurity frameworks to ensure our security posture meets the highest standards. Linebarger undergoes independent audits to verify our security and control requirements using NIST, PCI, and SSAE 16 [American Institute of CPA's (AICPA)] standards.

Disaster Recovery

Linebarger's primary data center, located in San Antonio, supports all City's data processing needs. In the event that this data center experiences an outage, the firm has a dedicated disaster recovery data center (DR) outside Austin to maintain access to replicated business critical assets and systems. Our DR colocation facility offers a highly secure, reliable recovery point for services, data, and systems to ensure continued business operations, including all major software and communications applications. This ensures that we can continue to function at all contact centers, law offices, and client locations during a catastrophic event at our primary ITG facility.

SOFTWARE INTERFACE

Provide information supporting your firm's ability to interface with court software for data exchanges.

With more than 2,600 government clients, our staff has implemented collection programs to work with an incredible variety of computer systems and software, many of them are custom installations. Linebarger sees this as a vital step in the collection process that requires minimum involvement of the City's IT staff. Our ITG contract managers and programmers work daily with virtually every court software system utilized across Texas, including both Tyler's Incode software.

Experience with Incode Software

Linebarger uses a highly customized software developed by our ITG personnel which enables us to meet the unique needs of each client and adapt quickly to changes in the collection process. This enterprise-grade collection software system includes many easy-to-use custom features that enhance the system's capabilities without compromising stability for our fines and fees clients.



Linebarger possesses in-depth expertise in Tyler Technologies and its Incode software. Our collection portfolio currently includes Over 185 Incode clients who rely on the Tyler Incode – Linebarger export. Leveraging our extensive IT experience and profound knowledge of government collections, we are uniquely positioned to assist software vendors like Tyler Incode in enhancing the efficiency of the Linebarger collection program export.

Linebarger has also developed a custom module that interfaces directly with the Tyler Incode software for municipal courts. This module expedites the import and export of data from the Tyler Incode system to the Linebarger proprietary software, easing the burden of tasks on the City staff. Our module is now fully integrated with Incode version 10, as well as version 9, offering this option for either software version.

Marisela Navarro and Linebarger's IT professionals have deep experience with the Tyler Technologies software and will be able to meet the City's integration needs across both platforms.

With our vast IT experience, knowledge, and understanding of government collections we are in a unique position to help software vendors like Tyler Incode in making the Linebarger collection program export more effective. We are confident that by compressing the collection window and utilizing improved information, we can provide faster and better results than our competition. A complete list of clients using Tyler Incode can be provided upon request.

LOCATING DEFENDANTS

Describe your firm's software and other technology utilized in location of defendants and abilities to communicate with the court.

Linebarger has provided a detailed outline of our collection process and the timeframe of collection activities within this response. **We never stop working your accounts.** Throughout this process we incorporate weekly legal sweeps, monthly skip-trace sweeps, and annual letter sweeps. One of the numerous advantages of selecting Linebarger as your law firm for delinquent collections is our unwavering commitment to working every account. We do not engage in selective practices or prioritize easy to collect accounts. Instead, we tenaciously pursue all accounts and persistently seek out defendants. This commitment holds significant importance. As a collections law firm, our purpose is to locate defendants and facilitate resolution of their accounts, a process that may unfortunately extend over months or even years. However, ceasing our efforts to locate these defendants would render us unable to fulfill our mission.

As we identify defendants who have insufficient or inaccurate information that prevents successful communication, we initially pursue skip-tracing efforts through a batch process. Due to the volume of accounts we manage, our skip-tracing process is continuous – we do not store up accounts that are submitted only when we have reached a certain minimum volume. Accounts without sufficient contact information are pushed continuously through the process. By using this perpetual process, we are able to obtain updated contact information as soon as it becomes available.

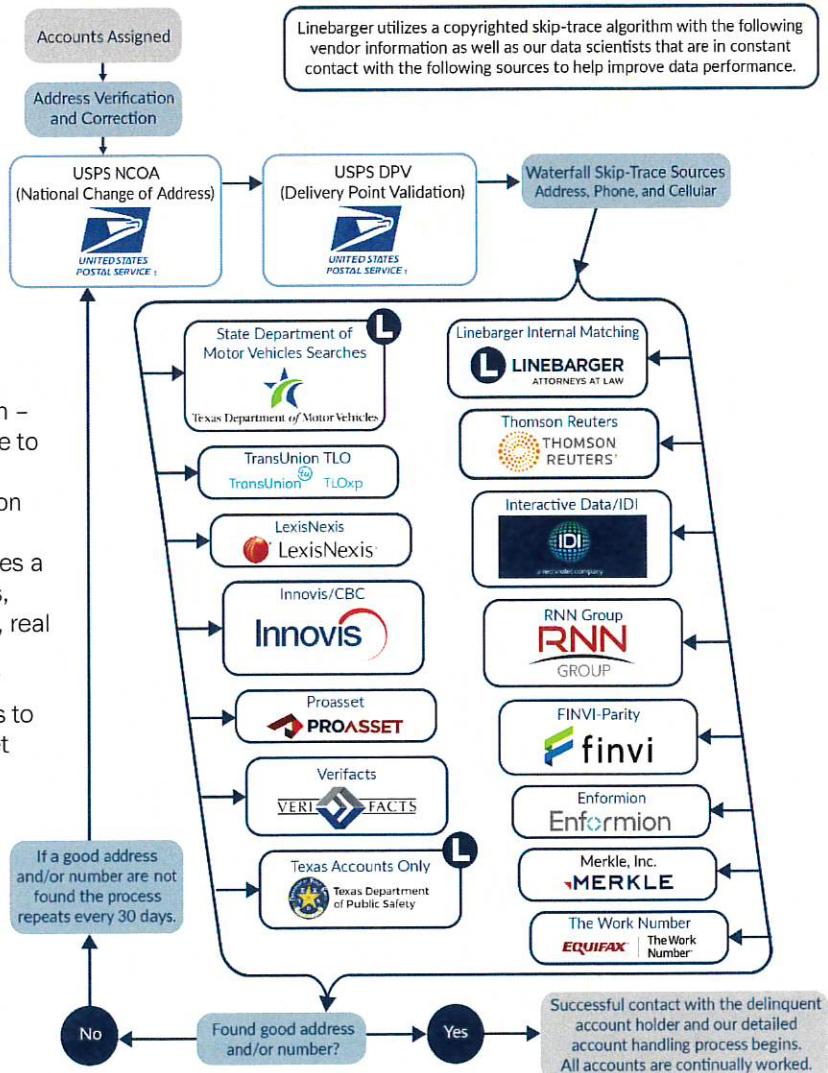


We contract with several premium tiered vendors to locate defendants. We skip in excess of 16.5 million accounts on a monthly basis. We also review our batch skip-tracing system periodically to rank database skip-trace vendors according to performance and send accounts to the highest performing vendors. Historically, we find that by using multiple skip-tracing vendors, we can more effectively locate defendants. and validate the accuracy of a skip vendor's data. Linebarger will relentlessly skip-trace accounts until a good address is discovered.

Our collectors access national skip-tracing databases for every state, city, and zip code to obtain phone numbers using defendants' addresses. Our skip-trace vendors provide search information on a wide variety of variables including last known address to new geographic locations. In addition to our automated batch skip-tracing process, our tenured professional collection staff perform well above and beyond the level of a typical collection agent. Our collection staff is inquisitive by nature and understand with focused particularity the exact information needed to assist a defendant in moving toward positive resolution.

A defendant's conversation with our collection staff results in significant amounts of valuable information – and through this exchange, our collection staff is able to educate, assist, and guide a defendant toward affirmative resolution. Asset identification and location are critical components of a successful collection program. Our automated asset location system utilizes a number of vendors which search multiple databases, seeking places of employment, open bank accounts, real property, and other tangible assets. In addition to automated asset location efforts, our collection staff employs numerous skip-tracing tools and techniques to complete any necessary manual skip-tracing or asset location functions. As assets are identified and confirmed, Linebarger immediately moves forward, implementing legal enforcement methods to satisfy the defendant's obligation (if approved and authorized by the City).

SKIP-TRACING FLOWCHART



CURRENT COLLECTIONS POLICY AND PROCEDURES MANUAL

Provide a copy of your current collections policy and procedure manual.

Please find a copy of our collections policy manual in Exhibit F. Our collections process is outlined in Chapter 6 of this response.

6. Proposed Project Schedule and Approach

COLLECTION PROCESS AND APPROACH

Outline, in detail, the tasks your firm will perform to produce information and services requested in this RFP.

Linebarger has crafted a systematic, efficient collection process designed to optimize resolution for our clients, which we tailor to your receivable's portfolio and the regulatory environment in which you operate. From day one, we collaborate with you to develop effective communication strategies to engage your defendants, offering value-added legal services that typical collection agencies cannot provide. With over four decades of experience, our proven, client-focused process has fostered exceptional customer loyalty and results.

Our Initial Steps

Partnering with Linebarger begins the moment you engage our services. You set the expectations and we take action right away. We initiate a series of coordinated work streams to ensure we:

- > Assess and articulate all implementation issues
- > Develop a test plan and report formats
- > Establish communication protocols that meet the requirements of your data processing operation
- > Develop a secure IT interface
- > Draft defendant communications (letters and call scripts)
- > Program dialer operations

Engaging with Linebarger is a collaboration that starts the moment we are hired. You set the expectations, and we will get to work. We will immediately launch a series of concurrent work streams that will enable us to:

1. We meet and assess all implementation issues.
 - o We will meet with the City immediately upon contract award to map out key milestones and deadlines.
2. Linebarger develops report formats, including custom reports.
 - o At the City's direction, we will identify the metrics your team requires us to track and we establish a reporting schedule that meets your team's needs.
3. Our team will establish communication protocols that meet the requirements of your data processing operation.
 - o Our IT professionals begin immediately constructing and testing the data integration process to transfer data securely from the City's system to Linebarger's.
 - o We will meet with the City's team throughout the integration so all parties are consistently informed.
4. Our IT professionals develop a secure IT interface.
 - o This data transfer occurs after the system has been designed and tested.
5. The City team decides on delinquent account holder communications (letters and call scripts).
 - o With hundreds of letter templates and call scripts, we customize your notices to best communicate with the delinquent account holders and defendants identified. Sample letters are included in Exhibit C.
6. Next, we train and program our customer service agents (CSAs) on your preferences and program the dialer to begin contacting delinquent account holders.
 - o We record all calls to protect your interests and the interests of your delinquent account holders. Calls are recorded in discrete tracks, allowing the City to listen to the CSA, the delinquent account holder, or both. These recordings also assist us in better training our collectors and ensuring quality control. We maintain our recordings on-line for one year and then archive them to off-line storage for an additional five years. While the general information of each call is recorded, we do not record credit card information.

The key aspects of our collection program, including the phases of project implementation are presented below.

Following this initial process, we train our collections personnel to comply with your specific program needs and test the interface between our systems and yours. We begin collecting your accounts once the secure interface is fully established and training is completed. Although various factors could potentially delay the program launch, we guarantee complete transparency throughout the process. You will always be informed about our progress and any



potential impacts on our ability to start collecting on your behalf.

Collection of Accounts Begins

The following is a generic description of our systematic process for collecting delinquent government receivables. We designed our collection system to support our clients' needs, and we can modify it to address your specific requirements.

Account Preparation

The process begins with your transfer of delinquent accounts to our data processing platform. We segregate every account and assign a unique identification code to each one. Every address is verified as deliverable and standardized to comply with United States Postal Service (USPS) specifications. We transfer all accounts with phone numbers to our collector inventory for telephone contact.

Recalling and Reactivating Accounts

You maintain control over all referred accounts and may recall any account at any time. All collection activity ceases immediately, and we return the account along with a returned account report.

You may also deactivate or reactivate an account for collection, depending upon the status of payments from the defendant or of judicial actions affecting the account. We do not transfer inactive accounts to dialer campaigns or the mailing queue.

Contact by Mail and Phone

Prior to the first attempt to contact defendants, we seek your approval of demand letter content, contact center scripts, and our proposed communication schedule. Once that is complete, our system will generate an initial letter which, typically:

- > Advises the defendant that the City has placed the account with our law firm
- > Provides a variety of contact options (all free of charge) for the defendant to reach us to discuss payment
- > Includes a payment coupon and return remittance envelope to encourage prompt payment



If the defendant does not respond, follow-up letters are sent according to the previously agreed upon letter schedule. We record any returned letters marked "undeliverable" and our automated skip-tracing process begins. If there is a forwarding address, we update the information in our system and send a new letter to that forwarding address. In tandem with our mailing process, our contact center begins making calls to accounts that have phone numbers. If we capture a telephone number associated with the account through incoming calls or skip-tracing, we use that phone number to make future calls on the account.

NOTE: Every telephone contact complies with all applicable federal and state regulations, as well as your policies regarding such contact. Additionally, each time we reach a defendant, the collector confirms the individual's identity

Initial Meeting: Immediately Upon Execution of Contract

Linebarger Project Managers meet with the Client to:

- Determine client contract needs
- Define implementation goals
- Schedule the kickoff meeting

Client will have correspondence with an attorney, liaison, and a contract manager throughout the implementation process.

Within 30 Days of Contract Execution

Implementation teams meet with our IT service group to identify responsibilities, initiate portfolio in Linebarger system, define program needs, address and summarize the scope of service and identify goals and intended results. We will be in constant communication with the client throughout the implementation process. Meetings will be scheduled as frequently as needed.

Scope of Services Analysis – We work with the Client to define system and process requirements including:

Develop a Comprehensive Test Plan

- Determine documentation needed for secure file transfer and file layouts
- Define data transfer methods: Application Programming Interface or Secure File Transfer Protocol (API/SFTP)
- Define documents needed for program creation
- Define program parameters
- Determine timeline for implementation

Develop a Finance Plan

- Placement process
- Payment process
- Reporting process

Develop a Data Integration Plan

- Files for processing
- File layouts for programming
- Reporting requirements
- Web-based value-added services

Develop an Operations Plan

- Letter templates and language
- Payment methods
- Payment agreement terms
- Call center process integration and training
- Implementation of custom collection techniques/processes
- Customer dispute procedures
- Court access to Client Support assistance

Weekly Updates

Schedule regular meetings to report on development timelines and review goals and results.

Final Approvals

Once testing is complete, the Client and Linebarger will sign off on the implementation.

Follow Up

Linebarger will keep the client informed of all progress to ensure file process is flowing with maximum efficiency.

Days to Follow

At any time during the collection program

- Resolve appropriate cases
- Instruct delinquent account holder to make all payments as directed by the client
- Receive new cases
- Send the client reports on all activity
- Within the first 30 days of initial turnover
 - Process first live files into Linebarger system
 - Identify cases containing incorrect or incomplete addresses
 - Skip trace activities initiated
 - Initiate first mailing and call campaigns
 - Send first custom reports and invoices

Days 30-60 of initial turnover

- Second mailing goes out and continue outbound calls
- Continue placement and updates for accounts

Days 60-90 of initial turnover

- Continue skip tracing and due diligence until accounts are resolved
- Continue receiving client placement and updates on account

Days 90 plus of initial turnover

- Continue receiving client placement and updates on account
- Continue skip tracing and due diligence until accounts are resolved



and clearly identifies themselves as an employee of the law firm under contract with the City.

A dedicated toll-free number is assigned to your project for the [defendant]'s convenience. Linebarger includes this number in all correspondence and phone conversations with the City's defendants.

An interactive voice response system (IVR) assists defendants who call the toll-free number designated to the City's project. This system operates 24 hours a day for the convenience of after-hours callers.

The system presents callers with several options:

- > Make credit card payments
- > Hold for forwarding to a specific collector (maximum wait time of 30 seconds)
- > Leave a message for a specific collector or leave a general message for an individual collector the next morning. We return all calls no later than the following business day.

Texting - MMS Functionality

Linebarger's communication channels include phone calls, SMS (a text of up to 160 characters), MMS (a text that includes text, images, and a website link), and email. Our MMS texting promises to offer individuals a visually guided experience, reducing pain points for defendants, increasing response rates, and allowing for a smooth self-service experience. Our industry data shows an increase in penetration rate success.



Omnichannel Communication

Omnichannel communication enables Linebarger to employ the most up-to-date strategies for contacting and maintaining communication with defendants. Our IT experts continually fine-tune these strategies using the latest developments in analytics and artificial intelligence (AI).

Key Components of Omnichannel

Utilizing multi-channel integration, we incorporate various communication channels, such as phone calls, text messaging, email, and chat, to ensure they connect seamlessly for our clients. The central database for defendant information provides consistent and accurate communication across all channels.

Automated workflows send reminders, follow-ups, and notifications on our clients' desired channels. Data analytics track the performance of each channel and make informed decisions about optimizing communication strategies.

These processes and data allow us to effectively engage defendants, while maintaining compliance with relevant laws and regulations. With specialized dialing, text, and emails, Linebarger can contact defendants through their preferred communication channels and provide a personalized and efficient experience.

Benefits of Omnichannel

Omnichannel increases the chances of reaching defendants, resulting in higher debt recovery rates and greater defendant satisfaction. Streamlining communication across multiple channels boosts efficiency and productivity, ensuring all communications adhere to legal and regulatory requirements, reducing the risk of non-compliance. Utilizing AI technology with Omnichannel communications extends 24/7 availability to defendants.

Other Outcomes

There are many reasons why a defendant cannot pay a debt, even in installments. Our collection activities often discover circumstances that restrict collections. In each of these cases, we will follow your instructions and/or seek clarification

Bankruptcy: Typically, government-related fees and fines are exempt from bankruptcy discharge. If a defendant has filed for bankruptcy protection, Linebarger suspends all collection activity to comply with the automatic stay provisions afforded to bankruptcy petitioners. We notify the City of the bankruptcy, monitor the case, and once it is closed, we resume collections if that is the appropriate course of action.

Disputes: When a dispute is made by a defendant, a response is required. Sometimes that response is an action by the court and sometimes it is providing information from our Firm. Your attorney, Wade Gent and Marisela Navarro will handle these personally to ensure disputes get to the court for consideration, and to steer individuals back to resolution.

Inability to Pay: If we determine that a defendant faces a significant personal or financial hardship, we forward the account to you for review and direction. We cease all collection activity during this review period.

Incarceration: If we discover a defendant is incarcerated, we cease collection activity and refer the account to you for review.

Death: If a defendant is deceased, we suspend collection activity and secure public records to validate the death and refer the account to you for review and direction.



Assisting Individuals with Special Needs

We staff our contact centers so we can be responsive to defendants with a variety of needs. We are well equipped to accommodate defendants with hearing or visual impairments using methods and technology that enable our contact center personnel to communicate directly and reliably with them.

Assisting Bilingual Delinquent Account Holders

Many of our professional collectors are bilingual or multilingual, and we have translation assistance available in cases where we do not have staff with the requisite language skills. Our firm utilizes an interpreter service that provides more than 10,000 interpreters in 240 languages. Our collectors simply dial a toll-free number, select the desired language, and include the interpreter/operator on the call so that all communication is recorded, and the defendants' questions are answered. Our interpreter service works with various government entities such as courts and corrections, employment and labor, and public health.

Linebarger's Professional Contact Centers

Linebarger operates seven professional contact centers across the country, staffed with 207 professionals. These centers rely on state-of-the-art technology for managing all inbound and outbound call campaigns. During peak times, Linebarger contact centers nationwide receive an average of 10,000 calls per day. We update and maintain our systems daily to ensure our collectors are given the support they need while making and/or receiving a continuous stream of calls.

Linebarger's San Antonio Contact Center

The San Antonio Contact center will conduct the City's dialer campaigns and respond to all defendant calls for your accounts. Contact center hours, in Central Time, are as follows:

- > Monday through Thursday, 7 a.m. to 9 p.m.
- > Friday, 7 a.m. to 5 p.m.
- > Saturday, 8 a.m. to 12 p.m.

Primary Dialer Features for Linebarger Contact Centers

- > SIP based telephony (VoIP)
- > Fully blended call handling (inbound and outbound)
- > Predictive dialing with compliant algorithms
- > TCPA and FDCPA compliance management
- > ACD with skills-based routing
- > IVR with 24-hour automated payment capability
- > Real-time reporting and analytics
- > Multiple nationwide contact centers
- > Interactive automated messaging
- > Integrated call recording
- > Agent quality assurance metrics
- > Agent monitoring and coaching
- > Telephony redundancy for disaster recovery
- > Equipment redundancy
- > Site redundancy

Call Recording

The firm recognizes the need to monitor and record telephone calls for quality control and training purposes. Linebarger integrates its predictive dialer with our collection software system. This system is capable of recording all conversations between defendants and CSAs. Digital recordings are available to the City upon request.

Contact Center Capabilities

We are experienced in dealing with call volume fluctuations and manage these events through contact center strategies, technology, and more trained personnel. Our dialer system has 667 lines available for inbound, predictive, message blasting, and internal transfers, across all Linebarger contact centers, with inbound calls ranked as the highest system priority.

Our system offers multiple options for inbound callers to select from, based upon client criteria, including self-service, callback, website service, and voicemail for a callback if the caller leaves a message.

Virtualized Contact Centers

Linebarger relies on virtualized contact center functionality should the load on one center exceed capacity. These virtualized sites enable us to offer extended calling hours (8:00 a.m. to 10:00 p.m. CT) Monday-Friday with additional weekend hours. This system also assures our clients that our contact center operations will have little to no downtime in the event of a natural disaster, as they are in different geographic regions throughout the U.S. and unlikely to be affected by the same circumstances. All data is securely managed and maintained by our IT teams over these virtualized networks.

Interactive Voice Support

An interactive voice response system will assist callers who use the toll-free number. The system presents callers



with several options, including hold for forwarding to a specific agent (maximum wait time of 30 seconds), leave a message for a specific agent, or leave a general message to be forwarded to the appropriate agent the next morning. All calls are returned no later than the following business day.

Payment Management

Just as we will customize our collection processes to meet your needs and expectations, we will do the same with respect to handling payments. We can direct all payments to you, we can handle all payments ourselves, or we can establish a hybrid system depending on the circumstances (e.g. our phone collectors take debit/credit card payments and checks by phone, while you process all walk-in payments and checks).

Convenient Payment Options

If you specify that all payments go to your payment center and a defendant sends payment to us in error, we date-stamp it, document its receipt, and immediately forward it to you. If additional payments are required, we advise the defendant of the balance owed and provide the correct mailing address for payments. In the event that you ask us to process some or all payments, we provide multiple payment options in addition to traditional payment by mail. We accept:

- > Checks by phone – The defendant provides bank account information over the phone to process a payment immediately. We forward the payment to you within 5 to 7 business days to ensure there are sufficient funds in the account to cover the payment.
- > Credit cards – The defendant provides credit card information either by phone or via our website. All of our contact centers accept credit card payments 24 hours a day through our IVR system. Our credit card merchant processes funds on a daily basis meaning you receive your funds within 48 hours.
- > Mobile device payments – The Linebarger payment website is compatible with mobile devices, allowing defendants to make payments using a credit card, debit card, or an Automated Clearing House (ACH) transaction.

Online Payment Portal

Linebarger's online payment portal (lgbswbpayments.com) allows defendants access to their account balance(s) in real-time 24 hours per day, 7 days per week, and 365 days per year. The real-time balance includes any pending payments and adjustments to reduce the need to speak to a Customer Service Representative. All website traffic is securely transmitted using the latest encryption algorithms, ensuring privacy of information. Linebarger's online portal is PCI compliant as we are PCI Level 1 Certified as a Merchant and Service Provider. To enhance the defendant experience and to increase accessibility, the payment portal website dynamically adjusts for the optimal view on any desktop, laptop, or mobile device. Linebarger's secure, real-time online payment portal collected payments from 136,000 defendants resulting in \$24 million of previously uncollected debt in 2024. The payment portal has the capability of Spanish or English translation with a click of a button. All letters include a link to our free payment portal, lgbswbpayments.com. Users can also pay with Canadian credit cards.

Customer Support for Online Payments

The defendant is instructed to contact Linebarger at the number provided on their letter for help. This ensures they reach the correct contact center to help them with questions on their accounts.

Mobile-Device Compatible Payment Website

Linebarger's Fines and Fees Payment website is compatible with mobile devices, allowing defendants to pay their accounts using credit cards, debit cards, or ACH transactions from their smart phones. If the City's payment website is compatible with our mobile application, we could point defendants to the City webpage to expedite payments. No app is required in order to use Linebarger's mobile portal (lgbswbpayments.com). When you visit the website using your mobile device, it automatically directs you to the mobile portal. This portal works with a host of mobile devices. Our web portal automatically detects the presence of a mobile device and provides the same menus and content as our regular website, but in a format customized to display on mobile device, making it easier to read and use. Our most recent release features:

- > Viewing the website in English or Spanish with a simple click of a button
- > Accepting credit cards issued in Canada
- > Providing enhanced security features to ensure the highest level of PCI compliance

Documenting and Reporting Collection Activity

We thoroughly understand the need for transparency with respect to our work on your behalf. That is why we document all collection activity as it occurs as well as feedback, instructions, or other commentary from management with respect to all accounts.

We work with you to tailor our reporting schedule and provide the details in the format you desire. A typical suite of reports might include:

- > Collection reports that enable you to review collections through a number of filters including type of offense, year, placement month, etc. (These reports also provide collection percentages, number and value of accounts undergoing collection activities, total accounts collected, and other performance data)
- > Account activity reports that document the total number and value of all accounts, their referral dates, and their status at the time the report is prepared. This can include both active accounts, resolved accounts, and recalled accounts
- > Payment management reports that provide status of payments made through Linebarger's payment systems
- > Custom reports that enable you to examine or publish the data in a multitude of ways. We understand that, as a public entity, you need to report resolution and revenue-related data to other elected and appointed officials, the media, your constituents and others and will work with you to prepare suitable reports

We have provided report samples in Exhibit C.

ESTIMATED IMPLEMENTATION TIMELINE

Estimate the amount of time it would take to complete each task listed.

A sample work plan is provided below and outlines the activities involved with the process for recovery of outstanding delinquent accounts.

Information Technology Implementation Timeline

Linebarger is committed to launching the City's collection program quickly and with minimal disruption. Once we receive a signed contract, the following processes are set in motion to establish communication channels with your team quickly and begin collection efforts.

We will tailor the final implementation plan to your specific needs and circumstances.

Information Technology Implementation Timeline	
Day 1	City approves a contract with Linebarger to provide collection services.
Day 1-3	Linebarger Project Management Team meets with the City Project Manager to discuss implementation issues, proposed test plan, and report formats, while firm IT personnel discuss the electronic communications protocols and requirements with the liaison and the City's staff (or its vendor's) data processing staff.
Day 3-10	Linebarger's IT personnel begin interface development with the City. We will submit the draft letters series for review by the Project Manager.
Day 3-10	<p>Secure internet access is granted (path/passwords established), and database system partitioning is created to accept the liaison and the City staff's test data. Complete initial programming of interfaces to begin testing phase.</p> <p>City sends any specific requirements, regulations and procedures for fees and fines. Linebarger compiles City-specific training materials and assigns collectors and support personnel.</p> <p>City makes any final recommendations and approves all letters and scripts. The Linebarger Project Management Team meets with the City Project Manager to review progress and discuss status of implementation. The firm management team will also review staffing levels assigned and determine the best course to accomplish full staffing level for the City's first assignment of accounts.</p>
Day 10-25	Law firm collection system programmers develop any special report formats and test them to the satisfaction of City personnel. The City approves a system test plan to ensure the reliability and security of the network transmissions. The City's personnel begin sending test data to ensure both data security and data file integrity.
Day 10-25	Linebarger's IT personnel and City's IT personnel complete final testing and validate interfaces as acceptable to permit transfer of live data.
Day 10-25	<p>The firm collection system programmers finalize any special report formats, address any issues relating to the startup, complete any outstanding issues, and finalize ongoing IT work plan in conjunction with City's data processing staff (or after consulting with the City's IT vendor).</p> <p>Linebarger begin training sessions with designated City staff.</p>
Day 25-30	The City transmits first official data file for collection.

Day 26-30	Linebarger processes first data file, and the City collection program begins.
Day 31	Linebarger Project Management Team meets with the City Project Manager to assess the implementation process, address any unresolved issues that surfaced, and develop an ongoing management plan for collections.

DETAILED PROJECT SCHEDULE

Provide a detailed project schedule for implementation.

Please find a detailed Gantt chart of implementation tasks attached as Exhibit G.

VALUE ADDED SERVICES

Describe available value-added features your firm can provide as part of this contract or at an additional cost. If at an additional cost, include this information on the Price Proposal Form.

Linebarger offers the following value-added services at no cost to the City as an innovative addition to our effective, comprehensive collection process. We have expanded on each of these items in Exhibit H.

Value Added Service No cost to the City	Brief Description of Value Added Service	Offered to the City
Linebarger 360 Advantage	With the Linebarger 360 Advantage, our North East Texas team does more than just provide traditional collection services. We close the circle on the collection process by providing the City valuable information that can be used for resolution. Continuous working of cases – deceased/incarcerated assistance – attorney contact – dispute handling – refuse to pay/in person visit – pre-collection – and more	✓
Scofflaw Program - Vehicle Registration Refusal	State law supports municipal and county courts' efforts to collect unpaid fines and costs by authorizing the county tax assessor-collector (TAC) to refuse to register any motor vehicle of a person with outstanding fines and court costs. Unlike traditional scofflaw systems with lower success rates, we have developed an advanced scofflaw process that boasts a hit rate exceeding 90%.	✓
Bilingual and Multilingual Communication	Linebarger includes letters in both English and Spanish, maintains a staff with multiple bilingual and multilingual representatives, and our payment portal offers bilingual communication. Our firm utilizes an interpreter service that provides more than 10,000 interpreters in 240 languages.	✓
Targeted Messages to Individuals with Public Notices	Linebarger will collaborate closely with the City to explore and implement strategies and proactive initiatives that have proven successful for other clients statewide in contacting hard-to-reach defendants. Our approach includes a variety of techniques such as public awareness campaigns, media outreach, radio announcements, and customized postcards, among others.	✓
Multi-communication methods - Omnichannel	With a targeted audience and comprehensive data, we can utilize a specialized system for dialing, texting, and emailing to effectively reach the City's defendants.	✓
Geolocation: Geographic Information System Mapping Service	One tool Linebarger uses to reach defendants is our free geolocation mapping service, which overlays addresses onto maps that can be accessed on mobile devices, making it easier to create door to door and warrant campaigns.	✓
Warrant Enforcement Initiatives (Sweeps)	Linebarger has extensive experience working with our clients in warrant campaigns and other special initiatives where we assisted our clients in meeting their collection goals. Linebarger assists our clients that initiate warrant programs, working in conjunction with their existing policies and procedures.	✓
Incode Software Experience	Linebarger possesses in-depth expertise in Tyler Technologies and its Incode software. Our collection portfolio currently includes Over 185 Incode clients who rely on the Tyler Incode – Linebarger export.	✓
Offer to Reimburse the City for Maintenance Costs for the Linebarger Collection Module	Linebarger will reimburse the City for the annual maintenance costs of the Linebarger collection module provided through Tyler Technologies.	✓



Financial Hardship Indicator	The Financial Hardship Indicator allows the court to look up vital delinquent account holder information for determining payment eligibility.	✓
Quick Read (QR) Code	Used often to quickly access webpages with mobile devices, the QR code included in our correspondence contains the online payment address and will automatically direct the device to the online payment center.	✓
Bankruptcy Representation	Typically, government related fees and fines are exempt from bankruptcy discharge. If a defendant has filed for bankruptcy protections, Linebarger will suspend all collections activities so as to not violate the automatic stay provisions that are afforded a bankruptcy petitioner. We will notify the City of the bankruptcy, monitor the case, and once it is closed, we will resume collections if that is the appropriate course of action.	✓
Legislative Support	Linebarger understands how changes in state law and administrative rulings can affect its clients. We have a dedicated team of in-house legislative experts to assist our clients at the State Capitol. Our Governmental Affairs team has an effective presence at the State Legislature in Austin and maintains outstanding relationships with Texas Legislators and their staffs.	✓
Local Government Relations	We recognize the importance of inter-local cooperation and working with other governmental agencies to maintain positive relationships and productivity. We facilitate these relationships as and whenever the opportunity arises. Moreover, our Governmental Affairs team will work at the state level to further the interests of the City with respect to sound delinquent collection practices and policies.	✓
My Info Secure Portal	One of the benefits of choosing Linebarger as your collections firm is our ability to set up a secure portal where your defendant can get more information about their outstanding balances. Each letter sent to defendants will contain a unique link and instructions on how to securely access the site.	✓
Amnesty Services	We have worked with several municipal clients to assist them with their amnesty programs. We drafted sample letters, notices, and media responses to help get the word out to their constituents and developed special reports to help analyze results. We also modified our online interactive voice response (IVR) collection payment processes during these periods to make sure that all amnesty payments post correctly.	✓
Updated Defendant Contact Information	Our firm recognizes that the Court is not an island in the resolution process; rather, we seek opportunities in which we can collaborate and expand our level of service. We will work with Warrant Officers and Marshals to provide an updated skip traced data list that can be utilized to assist in field warrant enforcement efforts.	✓
Online, Real-time, Account Access for the City	<i>Linebarger Dashboard:</i> Offers dynamic real time report generation that the City can create and save on their dashboard for easy tracking measurement of performance gains. Dashboard is a tool that allows the client to view a full history of portfolio activities. <i>Client View:</i> Linebarger offers the City online, real-time access to view the status of their accounts and our collection activities via an Internet connection. The City can monitor individual account activity such as collection letters, phone calls and collector notes, and the most up-to-date information on the status of the account in the collection cycle. Client View also supports a wide range of reports that we can tailor the City's specific portfolio data, including placements, aging, collection rates, dismissal rates, and other variables.	✓
Pre-Warrant/Pre-Collection Postcard	We will implement a no-cost and no-fee pre-collection program for the City. That is, if approved, the City can refer new past due accounts to our firm that are not yet eligible for the statutory add-on collection fee. The firm will then generate a postcard on behalf of the City (with the City's logo and contact information) to all eligible accounts under this program. Linebarger will also initiate calls using our automated dialer system with a pre-recorded message on behalf of the City to contact the Municipal Court to resolve their cases before incurring a collection fee. Again, the postcard and phone call will be provided free of charge to the City. All payments will be directed to the City and, again, will not have a collection fee. The goal of this program is to remind defendants to resolve their accounts before they go into collections. Responsible defendants will pay their fines to avoid a collection fee and this will generate resolution results for the City.	✓



EXHIBIT A: Insurance Limits

Linebarger will provide all general liability insurance, worker's compensation, and professional liability insurance within ten (10) calendar days of a contract award.

BEGIN CONFIDENTIAL INFORMATION

Insurance Certificates

Please see the table below for a summary of our current insurance policies.

Current Insurance Policies		
Occurrence Coverage Amount	Policy	Expiration Date
\$10 million	Professional Liability	May 1, 2025
\$1 million	Employer Practices Liability	November 30, 2025
\$1 million	Commercial General Liability	November 30, 2025
\$1 million	Automotive Liability	November 30, 2025
\$15 million	Umbrella Liability	November 30, 2025
\$5 million	Crime	November 30, 2025
\$1 million	Worker's Compensation	November 30, 2025
\$20 million*	Technology Professional / Cyber Liability	November 30, 2025

** This amount reflects both primary and excess coverage that are included in our coverage package, but only the primary coverage is represented on our Certificate of Insurance.*

Following this page are certificates of insurance showing more detailed information regarding our current policies. Linebarger will maintain all required insurance for the duration of the contract. We will deliver any notice of cancellation in accordance with policy provisions.

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Client#: 1524951

LINEBGOG

DATE (MM/DD/YYYY)
11/29/2024

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME	Yvonne McClintock-Green	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		PHONE (Area No. Ext.)	281.667.0636	FAX (Area No.):
		E-MAIL ADDRESS	yvonne.mcclintock@usi.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Company	19682	
		INSURER B : Hartford Casualty Insurance Company	29424	
		INSURER C : Twin City Fire Insurance Company	29459	
		INSURER D : Indian Harbor Insurance Company	36940	
		INSURER E : Trumbull Insurance Company	27120	
		INSURER F : Federal Insurance Company	20281	
INSURED				
Linebarger Goggan Blair & Sampson, LLP PO Box 17428 Austin, TX 78760-7428				

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUB/R INFR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	61UUNDG1745	11/30/2024	11/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	61UENBG60Z2	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODY INJURY (Per person) \$ BODY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		61XHUGD0362	11/30/2024	11/30/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROP/SP/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	61WBAH8WH7	11/30/2024	11/30/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Tech E&O/Cyber		MTP904220804	11/30/2024	11/30/2025	5,000,000 Claim/Agg
F	Crime		J06739313	11/30/2024	11/30/2025	5,000,000 Emp Theft 75,000 Crime Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Certificate holder is named as Additional Insured as it relates to General Liability and Automobile						
Liability and Waiver of Subrogation is granted as it relates to General Liability, Automobile Liability and						
Workers Compensation in accordance with the terms and conditions of the policies. Umbrella is follow form.						
General Liability and Automobile Liability are primary and non-contributory where required by written contract. Certificate holder is provided with thirty (30) days notice of cancellation in accordance with the (See Attached Descriptions)						

CERTIFICATE HOLDER	CANCELLATION
Linebarger Goggan Blair & Sampson Po Box 17428 Austin, TX 78760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	

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DESCRIPTIONS (Continued from Page 1)

terms and conditions of the General Liability, Automobile Liability, Workers Compensation and Crime policies.

Lawyer Professional Liability:

Bridgeway Insurance Company - NAIC #12489 (A.M. Best Rating: A+ XV)

Policy #: 7GA7PL000156701

Coverage: Lawyer Professional Liability (Primary)

Effective: 05/01/24 to 05/01/25

Limits of Liability:

\$5,000,000 part of \$10,000,000 - Per Claim

\$10,000,000 part of \$20,000,000 - Aggregate

Retention: \$500,000 Per Claim / Aggregate

Ascot Specialty Insurance Company - NAIC #45055 (A.M. Best Rating: A XIII)

Policy #: LPPL241000022205

Coverage: Lawyer Professional Liability (2nd Layer)

Effective: 05/01/24 to 05/01/25

Limits of Liability:

\$5,000,000 part of \$10,000,000 - Per Claim

\$10,000,000 part of \$20,000,000 - Aggregate

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EXHIBIT B: Resumes

Jim L. Lambeth

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, Tyler, TX, 2000 – Present

Capital Partner since 2011 | Management Committee Member since 2021

- Managing Partner for Tyler, Corsicana, Rockwall, and Waxahachie, TX offices
- Handles ad valorem tax matters for numerous East Texas clients
- Manages collection programs for delinquent tax and delinquent court fines and fees clients in East Texas
- Represents counties, cities, school districts, and other public entities
- Counsels clients on legal issues relating to property taxation and court fines and fees collections

Smith County, Tyler, TX, 1995 – 2000

Assistant District Attorney/Chief Misdemeanor/Felony Prosecutor/Grand Jury Attorney

- Advised the county judge and Commissioners' Court on legal matters
- Provided legal advice to elected officials, department heads, district judges, and the Smith County Juvenile Board
- Worked on several county government committees, including Employee Grievance, Information Systems, Legislative Review, Subdivision Regulations, Bail Bond Board, and Courthouse and Juvenile Facilities Planning
- Specialized in health care, risk management, and general liability issues, serving on such committees as General Liability Insurance, Healthcare Insurance, and Indigent Healthcare
- Prosecuted over 50 jury trials to verdict, in both the trial court and the Court of Appeals
- Established and helped implement Texas Exile Program to enhance gun law prosecution

South Plains Council of Governments, Lubbock, TX, 1991 – 1992

911 Coordinator-Intern for Hale County Judge Bill Hollers

- Implemented county-wide 911 coordination for emergency services
- Mapped and addressed Hale County, TX for 911 emergency services plan
- Named and numbered all rural addresses and created 911 maps for emergency service providers

Vistawall Architectural Products, Terrell, TX, 1987 – 1990

Software Trainer, Computer Operator, Network Technician

- Trained users in use of integrated office word processing, database, and spreadsheet applications
- Operated remote office data information transfers
- Maintained information system network connectivity

Kaufman County Sheriff's Office, Kaufman TX, 1987

Law Enforcement Officer/Jailer

- Correctional officer for a 200-bed county facility
- Night dispatcher with 911 contact center response duties
- Criminal data, property, and evidence clerk

LICENSES and CERTIFICATIONS

- Admitted to the State Bar of Texas, 1995

CURRENT PROFESSIONAL MEMBERSHIPS

- Smith County Bar Association
- American Bar Associations
- State Bar of Texas
- Smith County Young Lawyers Association

COMMUNITY INVOLVEMENT

- Trustee, Texas College, Tyler Texas 2020 - Present
- Tyler Economic Development Council, Board of Directors
- Tyler Area Chamber of Commerce, Chairman, 2010 – 2011

EDUCATION

Texas Tech University School of Law, Lubbock, TX

Juris Doctor, 1995

- American Jurisprudence Award in Constitutional Studies

Texas Tech University, Lubbock, TX

Bachelor of Arts, magna cum laude, 1992

- Golden Key National Honor Society Member

James “Wade” Gent

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, Corsicana, TX, 2011 – Present

Partner/Northeast Texas

- Supervising Attorney for Corsicana, Waco, Kaufman, and Rockwall office operations
- Liaise with clients to ensure their satisfaction and provide accountability and regular reporting
- Manage collection and litigation programs for clients throughout northeast and central Texas
- Conduct tax sales and resales and execute tax warrants when needed
- Obtain final judgments, money damages, attorney’s fees, and judgments for tax foreclosures

City of Forney, Forney, TX, 2005 - 2017

Municipal Court Judge

- Presided over Forney Municipal Court
- Set jail bonds for criminal arrests ranging from Class C misdemeanors to First Degree Felonies
- Adjudicated Class C misdemeanors by assessing court fines and jail time
- Issued arrest warrants, search warrants, blood draw warrants, and mental health warrants

The Gent Law Firm, PLLC, Fort Worth, Dallas and Kaufman, TX, 2004 – 2018

Owner and Lead Trial Counsel

- Directed operations and litigation for a nationwide trial practice
- Legal/Political consultant for public officeholders, candidates and political action committees
- Managed all aspects of litigation and trial in complex cases involving real estate and probate disputes, fair debt collection, eminent domain condemnation, family law, criminal defense, personal injury and appraisal district litigation

Foster and Sear, LLP, Arlington, TX, 2001 – 2004

Senior Trial Attorney

Wells Purcell and Kraatz, Fort Worth, TX, 1998 – 2001

Litigation Attorney

LICENSES and CERTIFICATIONS

Admitted to practice law in the courts of:

- State of Texas (2000)
- Commonwealth of Pennsylvania (2009)
- U. S. Court of Appeals, Third Circuit
- U. S. District Court of the Northern, Eastern, Southern, and Western Districts of Texas

Trial Advocacy College of Texas (2003)

Texas Real Estate Broker, License No. 0615457

COMMUNITY INVOLVEMENT

- Board of Directors, Rockwall ISD Education Foundation

- Board of Directors, North Central Texas Housing Finance Corporation
- Former City Council Member, City of Forney, Texas
- Formal Municipal Judge and Texas Magistrate, City of Forney, Texas
- Former Director and Treasurer, Texas Wesleyan University Alumni Association

EDUCATION

Texas Wesleyan University School of Law, Fort Worth, TX

Juris Doctor, 2000

Texas Tech University, Lubbock, TX

Bachelor of Business Administration (Economics), 1996

Marisela Navarro

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, Fort Worth, TX, 2014 - Present

Court Services Manager

- Works directly with municipal and justice courts to help implement and provide service to clients to ensure a successful collection process
- Serves as the primary contact between the attorney and client
- Promotes the marketing of firm's Texas Fees and Fines division
- Assists clients with Fees and Fines procedural questions
- Develops and maintains relationships with clients

Missouri City, Missouri City, TX, 2001 - 2014

Acting Director of Court Services

- Oversaw court operations; administer, supervise and direct all non-judicial operations and functions of the municipal court
- Worked with the municipal court judges to create and implement policies and procedures to improve the overall effectiveness of the court
- Participated in long term planning and development of the Court
- Acted as a liaison to City Council, City Manager, City Attorney, and other departments
- Prepared various monthly and quarterly reports
- Monitored budget and expenditures to meet City goals and requirements
- Monitored and stayed apprised of legislation affecting Court and implemented necessary changes to policies and procedures
- Performed various court tasks, including preparing all warrants for Judge's review and signature; processing jail time credit; processing bonds or monies received from jail, preparing daily deposit
- Provided training and assisted staff with professional development

Chief Deputy Court Clerk

- Direct supervisor for six deputy court clerks; delegated tasks to staff and oversaw day to day operations of the court
- Performed various court tasks, including preparing all warrants for Judge's review and signature; processing jail time credit; processing bonds or monies received from jail, preparing daily deposit
- Assisted Court Director with preparation and maintenance of yearly budget including the processing of purchase requisitions
- Screened resumes and participated in the interview process to fill vacant positions
- Planned and assigned work to deputy court clerks and performed performance appraisals
- Responded to open records requests, requests to inspect court files and interacted with various agencies on sensitive issues

Deputy Court Clerk

- Served as the primary point of contact between the public and the court by providing excellent customer service and clearly explaining options to the defendants to ensure disposition of citations
- Assisted in the training of new staff

- Performed various court tasks, maintaining event monitor; prepared and sent notices of court settings to attorneys and defendants; processed appeals to higher courts
- Prepared daily deposit
- Prepared various monthly reports to other city departments

City of Katy, Katy, TX, 2001

File Clerk

- Performed various court tasks; interfaced with customers
- Filed all open and closed cases
- Reconciled monies received

City of Bryan, Bryan, TX, 2000 - 2001

Deputy Court Clerk

- Performed various court tasks; interfaced with customers
- Entered municipal court tickets and prepared case folders
- Reconciled monies received

City of Seal, Sealy, TX, 1998 - 2000

Office Clerk

- Assisted Municipal Court Clerk with various court duties; entered citations and filing
- Responsible for answering multiple phone lines

CURRENT PROFESSIONAL MEMBERSHIPS

- Texas Court Clerks Association
- National Association of Profession Women (NAPW)

CIVIC ACTIVITIES

- SteerFW (2014 – present); Fort Worth Mayor Betsy Price’s Youth Leadership Organization
- Hispanic Women’s Network (2017 – present)
- Junior Women’s Club of Fort Worth (2015 – 2020)

CERTIFICATIONS

- Certified Court Clerk Level I
- Certified Court Clerk Level II

EDUCATION

Tarleton State University, Fort Worth, TX

Bachelor's Degree, Business, 2021

El Centro College, Dallas, Texas

Associate of Science, 2020

Jeff Jordan

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, Tyler, TX, 2019 – Present

Client Liaison

- Maintains communications with clients across Northeast Texas
- Compiles and presents collection data for clients
- Assist with any specialized reporting that may be required
- Assists with court collection questions

Rayburn Electric, Rockwall, TX, 2017 – 2019

Director of Government Affairs

- Developed and implemented entire government affairs plan for electric generation and transmission company serving four North and East Texas electric cooperatives
- Successfully lobbied for bill to help expand rural broadband service in Texas
- Communicated company's issues to North and East Texas municipal governments, as well as members of the Texas Legislature and Congress

Trinity Valley Electric Cooperative, Kaufman, TX, 2008 – 2017

Government Relations Coordinator

- Created government relations plan for one of the largest and fastest growing electric distribution cooperatives in Texas
- Led effort to defeat legislation that would have caused major rate increases for retail consumers
- Established and advanced relationships with elected officials across East Texas
- Served as community relations specialist assisting local chambers of commerce and nonprofits

MET Publishing, Terrell, TX, 2005 – 2008

Director of Advertising

- Led advertising sales team covering four publications for community newspaper publisher
- Managed company's largest clients as well as all preprint advertising
- Assisted Editorial Department frequently

COMMUNITY INVOLVEMENT

- Mayor, City of Kaufman
- Currently serving fifth term; previously served one term as council member. Led City through its fastest period of economic growth in history and largest ever capital improvement and facilities initiatives.
- Chairman, Say Yes PAC
- Led all aspects of political action committee dedicated to passing a \$65M facilities bond for Kaufman ISD, including fundraising, social media push, public meeting presentations and tracking voter data.
- Treasurer, Kaufman Economic Development Corporation, 2008 - 2015
- Chairman, Kaufman County Leadership Council, 2018 - Present
- President, Kaufman Lions Club , 2013 – 2014



EDUCATION

Harding University, Searcy, AR

Bachelor of Business Administration

Trevor Balderrama

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, San Antonio, TX, 2004–Present

Chief Administrative Officer, 2021- Present

Director of Fees and Fines, 2016–2021

- Directs and manages all systems and operations of the law firm's Fees and Fines Division
- Participates in the firm's marketing efforts by working with senior client staff members and elected officials on computer and operations related issues

Contract Manager Supervisor/ Special Projects Administrator, 2012-2015

- Oversaw Contract Managers and support personnel in daily activities
- Met with 3rd party agencies in developing IT requirements and recommending solutions
- Researched/developed internal business solutions to advance firm efforts and maximize client benefits
- Coordinated internal resources and software vendors to implement new clients
- Oversaw/implemented all technology requirements related to a contract
- Helped government agencies identify program specifications to facilitate contract implementation
- Provided government agencies with advanced statistical reporting and support in identifying opportunities for improvements to collections
- Served as liaison with agencies post-implementation in addressing data issues

Contract Manager, 2004–2012

- Coordinated internal resources and software vendors to implement new clients
- Oversaw/implemented all technology requirements related to a contract
- Helped government agencies identify program specifications to facilitate contract implementation
- Provided government agencies with advanced statistical reporting and support in identifying opportunities for improvements to collections
- Served as liaison with agencies post-implementation in addressing data issues

City of San Antonio, San Antonio, TX, 1999–2004

Senior Management Analyst, 2000-2004

- Recommended, tested, and oversaw the implementation of SAP conversion for the department
- Assisted in the development of the departmental budget
- Recommended strategies for leveraging external funds
- Prepared revenue and expenditure reports
- Routinely responded to council and department requests
- Interpreted fiscal policies and guided department personnel

Management Analyst, 1999–2000

- Worked with program and managers to develop the organization's budget
- Helped managers analyze and propose budgetary plans
- Monitored fiscal budgetary performance and goal attainment
- Prepared revenue and expenditure reports

- Interpreted fiscal policies and guided departments on expenditures to ensure compliance

Bexar County, San Antonio, TX, 1997–1999

Management Analyst

- Worked with program and managers to develop the organization's budget
- Assisted in the development of the county budget and long range financial forecast
- Prepared written reports and verbal presentations on various projects for the Commissioners Court
- Monitored and reported organizational spending to ensure compliance

LICENSES and CERTIFICATIONS

- Agile Software Development — Certified Scrum Master
- Certified Office of Court Administrators (OCA) Collection Improvement Program

EDUCATION

University of Texas at San Antonio, San Antonio, TX

Master of Arts, Public Administration, and Financial Management, 42 Hours

University of Texas at San Antonio, San Antonio, TX

Bachelor of Arts, Criminal Justice and Legal Studies, 1997

John M. Wilson

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, San Antonio, TX, 2003 — Present

San Antonio Contact Center Operations Manager

- Recruit, train, and evaluate collection and administrative staff
- Collection on portfolio consisting of fees, fines, civil, criminal, juvenile, utilities, commercial debt, and unemployment overpayments
- Hire and train staff
- Forecast revenues and expenses

Greentree Finance Company, Birmingham, AL, 2002 — 2003

Collection Manager

- Collection and repossession of manufactured housing portfolio
- Hired and trained staff
- Forecast delinquency levels

Aarons Lease Purchase, Birmingham, AL, 2001 — 2002

Collection Manager

- Collection and retrieval of lease to purchase merchandise
- Hired and trained staff
- Forecast delinquency levels

National Asset Recovery, Atlanta, GA, 2000

General Manager

- Collection of various debt portfolios.
- Forecast revenues, expenses and profit
- Hired and trained staff

Consolidated Accounts Management, Birmingham, AL, 1997 — 2000

Chief Operating Officer

- Responsible for daily operations of a medical collection agency
- Protected existing client base while marketing new clients and product services
- Evaluated subcontracted collection attorneys and agencies
- Forecast revenue, expense, and profit

THE Finance Company, Jacksonville, FL, 1992 — 1995

Regional Collection Manager

- Managed daily operations of Contact Center
- Recruited, trained, and evaluated collection staff
- Evaluated delinquencies for repossession
- Responsible for minimal write offs
- Analyzed trends and implements measures to reduce delinquencies

Integratec Receivable Management, Atlanta, GA, 1984 — 1991

Regional Manager

- Collection of bad debt medical portfolios
- Hired and trained collection, clerical and Management staff
- Forecast revenues, expenses, and profit

TRT Telecommunications Services, Washington, DC, 1982 - 1984

Collector

- Collection of past due charges

Capital Credit Corporation, Jacksonville, FL, 1974 — 1982

Collector to National Training Director

- Debt Collector in Washington DC
- Assistant Group Supervisor in Washington DC
- Assistant Branch Manager in San Francisco, CA
- Branch Manager in Los Angeles, CA
- Branch Manager in Silver Spring, MD
- National Training Director in Jacksonville, FL

EDUCATION

Southern Methodist University, Dallas, TX

Bachelor of Business Administration, 1976

LeWayne Ballard

PROFESSIONAL EXPERIENCE

Linebarger Goggan Blair & Sampson, LLP, San Antonio, TX, 2015–Present

Chief Technology Officer

- Manages PCI-DSS, IRS-1075, NIST, and SSAE-16 compliance and develops policies and procedures to ensure requirements are met
- Develops disaster recovery and business continuity procedures
- Conducts ongoing gap analysis of infrastructure to adapt to changing security requirements
- Implements administrative, technical, and physical safeguards to protect assets
- Implements change management tracking and notification process
- Oversees organization's security awareness program
- Implements new annual security training to ensure employees are aware of the latest threats
- Validates new technical initiatives to comply with organizational security requirements
- Manages Security Department capital and operational budgets

University of Texas Health Science Center, San Antonio, TX, 2015–2015

IT Audit Manager

- Managed IT Audits to ensure HIPAA, FERPA, TAC-202, and PCI-DSS compliance
- Balanced technical background and experience with audit best practices to identify “real” control objectives
- Audited IT policies and procedures to identify gaps in security measures
- Conducted annual IT risk assessment audit to confirm strategy is in alignment with institution mission
- Conducted audit of Disaster Recovery and Business Continuity practices to ensure controls effectively mitigate risks

GVTC, New Braunfels, TX, 2008–2015

IT Security and Compliance Engineer

- Implemented network access controls (NAC) on wired and wireless (AC/B/G/N with WPA2) network
- Protected company information against data leaks with USB security and website filtering
- Secured internal assets against malicious malware with Sophos Antivirus
- Managed Juniper firewall against external threats using policies and NAT
- Configured Websense website filtering software to protect against malicious sites
- Integrated intrusion protection system (IPS) into NAC system for real-time network security
- Served as PCI-DSS compliance manager, overseeing quarterly recertification, external penetration, and vulnerability assessment
- Implemented disaster recovery and business continuity planning using best practices
- Implemented a new security awareness program and continuing education
- Administered external firewalls and Microsoft ISA server against external threats
- Received Tribute Award for CEO excellence

JDA Software, Atlanta, GA, 2006–2008

Senior Systems Engineer

- Sole Systems Engineer for 15 iSeries partitions located globally
- Project Manager for E3 and MMS billing/ERP/CRM system administration and upgrades
- Top Gun Engineer for emergency customer implementation issues. Performed operating system upgrades from v5r2, v5r3, v5r4, and v6r1
- Supervised data center employees and system operators

Waste Management and Sateri Systems, Houston, TX, 2004–2006

Consultant

- Acted as IBM iSeries consultant, automating security processes for SOX compliance
- Implemented security standardization for over 14,000 end-users
- Served as Project Manager for ICMS billing/ERP/CRM system administration and upgrades
- Managed a team of eight consultants consisting of analysts and programmers

Time Warner Cable, San Antonio, TX, 1998–2004

Help Desk Supervisor/Systems Administrator

- Systems Administrator on IBM iSeries 9406-730
- Project Manager for ICOMS billing/ERP/CRM system administration and upgrades
- Supervised Help Desk daily operations and SLA requirements
- Wrote CL programs to automate security and administrative functions
- Received Employee of the Year Award

LICENSES and CERTIFICATIONS

- Certified Information Systems Security Professional (CISSP)
- Certified Information Security Manager (CISM)
- Project Management Professional (PMP)

CURRENT PROFESSIONAL MEMBERSHIPS

- International Information Systems Security Certification Consortium (ISC)2
- Information Systems Audit and Control Association (ISACA)
- Project Management Institute (PMI)
- Member, Infragard, FBI public sector security group

RECENT AWARDS and RECOGNITION

- Received Annual Tribute Award for CEO Excellence—GVTC, 2012, 2013, 2014
- Featured on WOAI news for Adopt A Family efforts, 2013
- Recognized as a top donor for South Texas Blood and Tissue Center, 2015

COMMUNITY INVOLVEMENT

- Meals on Wheels—Volunteer weekly to deliver meals to those in need
- South Texas Blood and Tissue Center—Volunteer biweekly to donate platelets to those in need
- Wreaths Across America—Volunteer to lay wreaths at Veteran's headstones
- Adopt A Family—Adopt multiple families during Christmas to provide their wishes

EDUCATION

University of the Incarnate Word, San Antonio, TX

Doctor of Philosophy - currently pursuing

- Concentration in Organizational Leadership

Texas A&M University, San Antonio, TX

Master of Business Administration in Computer Information Systems

- Concentration in Information Security and Assurance

Texas A&M University, San Antonio, TX

Bachelor of Business Administration in Computer Information Systems, summa cum laude

- Concentration in Information Security and Assurance

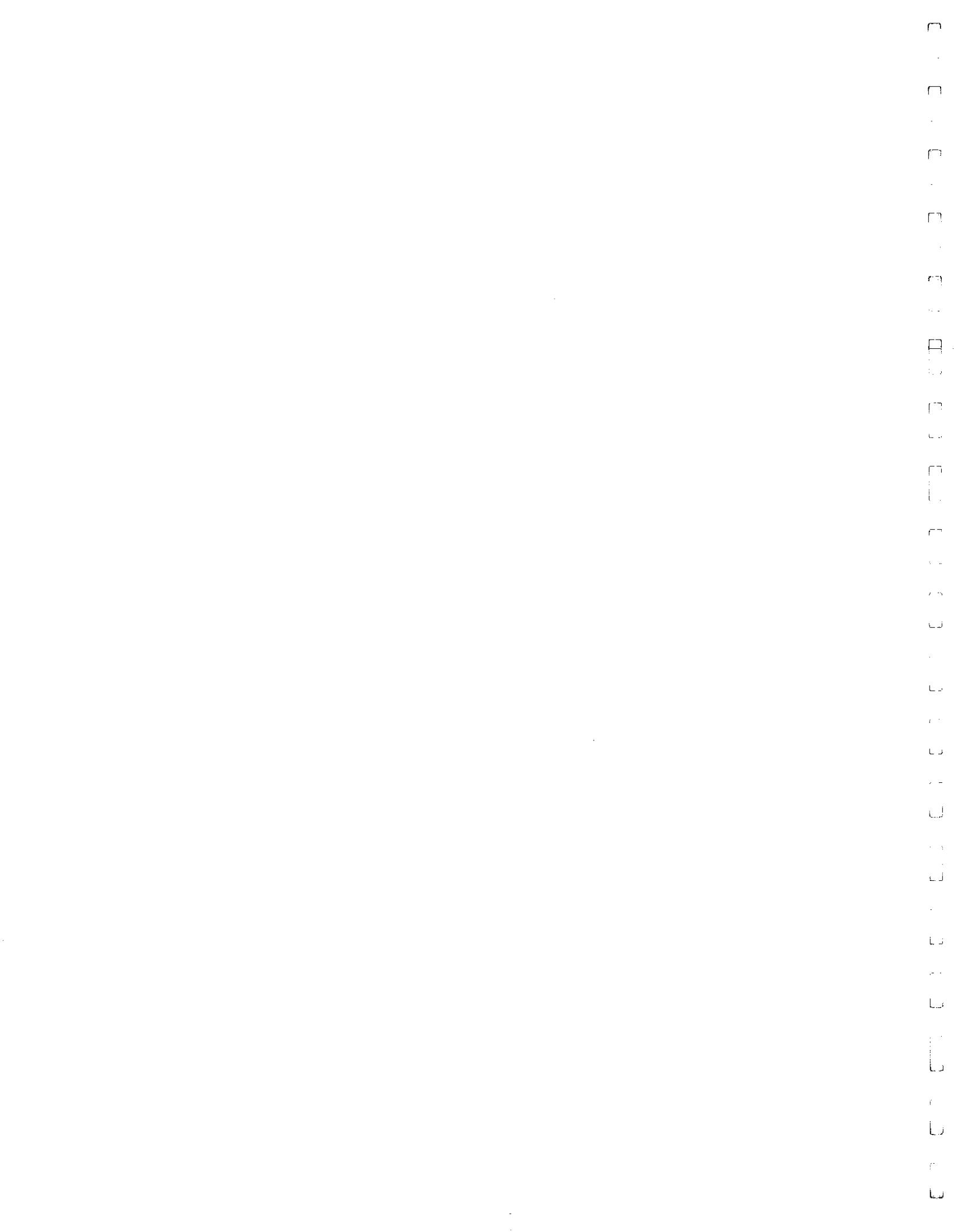


EXHIBIT C: Sample Letters and Scripts

We have provided the City with a template letter series that we are currently using with other clients. We will work with the City on revising and customizing letters as necessary. All letters conform to applicable laws and regulations. We can include any necessary case information the City requires.

Beyond the large-scale mailings sent based on Linebarger's Information Technology Group's advanced skip-tracing results, we mail several focused letters. Each of these focused letters will help to increase resolution and provide information back to the City to help update records.

We provide letters in English and Spanish.

As legal counsel providing collection services, Linebarger's mailing notices do more than just simply demand payment; our notices seek to achieve case resolution for the City. Each case has an ultimate disposition, whether it is a monetary or non-monetary resolution. Our letters are written to inform defendants of their rights in an easy-to-understand manner that keeps our clients in compliance with this rapidly changing area of the law. Our Legal Standards attorneys and Compliance Team constantly monitor national legal trends and new state legislation. We routinely revise our processes and letters to comply with changes to collection laws and regulations, including those that inform defendants of alternatives for case resolution. We regularly provide advisories and training for all project managers and collection staff on the changes in this area of the law so that we not only maintain legal compliance but enhance the quality of our customer service.

Sample Phone Scripts

Inbound Talk-Off:

The following samples are examples of scripts used at our San Antonio contact center. Scripts for the City will conform to all state laws and regulations, in addition to all applicable FDCPA requirements.

"This is Linebarger Goggan Blair & Sampson, how may I help you?"

<Yeah, you guys sent this letter to me, what's this about?>



"If you have our letter, please provide me with the account number located to the right of your name." (Or the City's account number, invoice number, your name, address, social security number, or telephone number)

"Please verify your name." (They should respond with the delinquent account holder's full name per our collection system)

< What's this about?>

"Mr. /Ms. (Delinquent account holder's last name), before we continue with our conversation, I need to confirm some information on this account." (Confirm physical/mailing address, home phone, and work phone/information)

"Now that we have confirmed the information how can I help you?"

<I need to pay for the violations / I am disputing the information, etc.>

- > Possible scenarios:
- > We can accept credit card payment by phone for the balance.
- > We can set up a payment plan if approved by the City.
- > We need to discuss the hearing status.
- > We can provide a fax number to have you forward your documentation.
- > We can provide the City's phone number, if needed.
- > We can provide our attorney phone number, if absolutely needed.
- > If the defendant says they are indigent, poor and cannot pay, or have no ability to pay, advise the defendant that they can contact the court to find out if they can resolve the case through non-monetary alternatives.

Scenarios to recap:

"I would like to recap the conversation and arrangements that have been made with you:"

- > Your balance will be paid in full.
- > You will call back later in the week/month to resolve the [client] account.
- > You are contacting the City, but will be calling me back.
- > We are setting up the payment plan according to the City's recommendations and sending out the payment plan letter.
- > You are contacting our attorneys in [enter office]

Outbound Talk-Off

"May I speak to Mr./Ms. (Delinquent account holder's full name per our collection system)?"

<Yes, who is this?>

"Mr./Ms. [Delinquent account holder] my name is [CSA's full name] with the law firm of Linebarger Goggan Blair & Sampson. We represent Haltom City concerning an outstanding fine/debt you owe in the amount of [full balance]." (Pause, wait for the defendant's response)

"Mr./Ms. [Delinquent account holder's last name], before we continue with our conversation, I need to confirm some information on this account." (Confirm physical/mailing address, home phone, and work phone/information)

"Now that we have confirmed this information, when can Haltom City expect to be paid?"

<I can pay today / I need a payment arrangement / I am disputing this account, etc.>

- > Possible scenarios:
- > We can accept credit card payment by phone for the balance.
- > We can set up a payment plan if approved by the City.
- > We need to discuss the hearing status.
- > We can provide a fax number to have you forward your documentation.
- > We can provide the City's phone number, if needed.
- > We can provide our attorney phone number, if absolutely needed.
- > If the defendant says they are indigent, poor and cannot pay, or have no ability to pay, advise the defendant that they can contact the court to find out if they can resolve the case through non-monetary alternatives.

Scenarios to recap:

"I would like to recap the conversation and arrangements that you have made:"

- > Your balance will be paid in full.
- > You will call back later in the week/month to resolve the City's account.
- > You are contacting the City, but will be calling me back.
- > We are setting up the payment plan according to the City's recommendations and sending out the payment plan letter.
- > You are contacting our attorneys in [enter office].

TEXT SCRIPT

<First> <Last>, it's Linebarger Goggan Blair & Sampson, LLP. You have an outstanding account with our client,

<Client Name>.

Pay here: <Payment Link>

or call <Call Center Number> to talk with an agent.



Ref #: <Account Number>

Client Code: <Client Code>

Disclosures/FAQ: <Disclosure/FAQ Link>

Text STOP to quit.

TERRELL, TX - CUSTOM Sidebar Ltr1: FCIARL01: [Letter Code]; *requires ~~stmt.no~~ [Letter code].pg2, 9 APRIL 2025 PROPOSED

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW

900 Arion Parkway, Suite 104
San Antonio, TX 78218
1(877) 249-8298 Toll-Free; (210) 495-0911 Fax

MONTH/DAY/YEAR
87654321

IMPORTANT NOTICE

Dear JOHN DOE:

The **CITY OF TERRELL MUNICIPAL COURT** has hired our law firm to aid in the collection and disposition of an outstanding case(s) pending against you with fines, fees, and costs totaling **\$1,000.00**.

Please return your check, cashier's check, or money order made payable to the **TERRELL MUNICIPAL COURT** in the amount of **\$1,000.00** with the statement on the back of this letter, **within 10 days**. The 10 days is not an extension to pay the fine but rather a follow-up date to allow you time to respond to this letter. Cash and credit card payments are accepted in person at the Court, 1100 N. State Highway 34, Terrell, TX 75160. Credit card payments may also be made online at <https://www.lgbswbpayments.com> or by calling **1(877) 249-8298**. Partial payments on individual citations are not accepted.

Now is your opportunity to resolve this matter. **If an arrest warrant has been issued in your case, you may be arrested at any time by any peace officer.**

Se le envía la presente en relación a una causa jurídica pendiente en el Tribunal Municipal de Venus. Para obtener mayor información, favor de comunicarse de inmediato al 1(877) 249-8298.

Take note of the following:

- The **CITY OF TERRELL MUNICIPAL COURT** has a Safe Harbor initiative – meaning residents may visit a Municipal Court location without fear of arrest for outstanding warrants issued by the **CITY OF TERRELL MUNICIPAL COURT**
- We urge you to contact the Court if you are unable to pay the amount owed without undue hardship to yourself or your dependents. You may request a hearing before a Judge to consider your ability to pay and request any non-monetary compliance options available to you. You should be prepared to explain and document your financial situation to the Court.
- You have the right to enter a plea or request a trial on any offense charged if a final judgment of conviction has not been entered in your case. To exercise such right, please contact the **TERRELL MUNICIPAL COURT**
- If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, please notify us in writing and include the case number along with the name of the court in which your bankruptcy case was filed.

ACT NOW! It is very important that you give this matter your immediate attention.

Sincerely,

Linebarger Goggan Blair & Sampson, LLP

ACCOUNT SUMMARY

Defendant: JOHN DOE

CUBS #: 87654321

Driver's License #:

XXXXXXXXXX

Citation #: NUMBER

Amount Due to: **TERRELL MUNICIPAL COURT**

999 Citation(s) Totaling:
\$1,000.00 as of
MONTH/DAY/YEAR

PAYMENT OPTIONS

Log on to the following website to make your payment 24 hours a day:

<https://www.lgbswbpayments.com>

To pay with Credit Card or Check by Phone (ACH), call:

1(877) 249-8298

Scan the QR Code to access the mobile payment site:



Call Linebarger:
1(877) 249-8298

Monday – Thursday 7 AM - 9 PM
Friday 7 AM - 5 PM
Saturday 8 AM - noon

Para mayor información, llame al: **1(877) 249-8298**.



Terrell, TX – CUSTOM Sidebar Letter Re: FCIARL01, [Letter Code]: *requires [Letter Code]: 9 APRIL 2025 PROPOSED

TERRELL MUNICIPAL COURT

CUBS #	CITATION #	OFFENSE DATE	OFFENSE DESCRIPTION	AMOUNT DUE
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
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87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
87654321	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100.00
			999 ADDITIONAL CITATION(S) NOT LISTED	\$1,000.00
PAY THIS AMOUNT				\$1,000.00

NOTE: The total amount shown due above includes only those cases that have been referred to the law firm of Linebarger Goggan Blair & Sampson, LLP for collection. You should contact the Court to determine whether there are additional cases pending against you.

PAY NOW TO RESOLVE THE CASE(S)

By making payment, you acknowledge you are satisfied with the information you have received in this case and are not making a request for discovery of evidence related to the case from the State.

Unless you have already entered a plea with the Court or if your case has already been adjudicated, payment of a fine constitutes a finding of guilty in open court as though a plea of No Contest had been entered and constitutes a waiver of a jury trial.

Conviction of an offense under a traffic law of this state or a political subdivision of this state may be entered on your driving record with the Texas Department of Public Safety.

PLEAD NOT GUILTY AND GO TO TRIAL

If you choose to plead Not Guilty and desire a trial on any offense charged, please contact the Court at (888) 888-8888 for more details.

You may be required to post a bond by the Court.

If you fail to appear for your court date or hearing by the Court, a separate criminal charge of Failure to Appear may be issued.

To discuss options available to you to resolve your case(s), including alternatives to payment, please contact the Court at (888) 929-9999.

PAY ONLINE:

<https://www.lgbswebpayments.com>

THIS MATTER INVOLVES YOUR LEGAL RIGHTS. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT AN ATTORNEY.

IN ORDER TO ENSURE PROPER CREDIT, PLEASE INCLUDE THE PAYMENT STUB WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE.

Linebarger Goggan Blair & Sampson, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

CUBS # <u>87654321</u>	AMOUNT DUE
CITATION # <u>XXXXXXXXXXXXXX</u>	\$1,000.00

Driver's License #: XXXXXXXXXXXXXX

Make check, cashier's check, or money order payable to:

CLIENT NAME

Cash and credit card accepted in person at the Court, 1100 N. State Highway 34, Terrell, TX 75160

To pay by credit card, please call 1(877) 249-8298, or scan the QR code to access the payment website.

Partial payments on individual citations will not be accepted.

JOHN DOE
1234 HOME STREET
CITY, STATE ZIP
11MB



TERRELL MUNICIPAL COURT
1100 N. STATE HIGHWAY 34
TERRELL, TEXAS 75160

Marisela Navarro

Subject: Citation Dispute – **CITY OF TERRELL**

Citation Dispute – CITY OF TERRELL

Attached for the court's review is correspondence received from the defendant listed below:

Name:	Defendant
LGBS#:	000000
Case # (s):	00000000
Court status:	DELINQUENT
CUBS Status:	DIS

Please let me know if you need anything else.

Thank you,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
113 W. Mulberry
Kaufman, TX 75142

Main: 972.932.8404
Fax: 972.932.6575

April 9, 2025

Email: marisela.navarro@lgb.com
Direct: 817.317.9519

Defendant First Name Defendant Last Name

Defendant Address

Defendant City, State and Zip

RE: CUBS#: ~~xxxxxxxx~~ - **CITY OF TERRELL** ~~xxxxxx~~

Dear Title Defendant Last Name:

Thank you for contacting our office in regard to a citation notice you received. Please be advised that based on information received from the **Terrell Municipal Court** no payment is required.

Our office has verified with the **Terrell Municipal Court** that the citation(s) listed below was dismissed/paid in full.

Citation	Offense	Date Dismissed/Paid
Insert Citation Nr(s)	Insert Offense Descript	Insert Dismissal Date

If you would like additional documentation for your records, please contact Client Name at the address listed below.

Terrell Municipal Court
1100 N State Highway 34
Terrell, TX 75160

Thank you again for your attention to this matter.

Sincerely,

Marisela Navarro
Court Services Manager

MN/jh

LINEBARGER ~~GOGGAN~~ BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
113 W. Mulberry
Kaufman, TX 75142

Main: 972.932.8404
Fax: 972.932.6575

April 9, 2025

Email: marisela.navarro@gbslaw.com
Direct: 817.317.9519

In Regards To
DEFENDANT

REMIT ADDRESS
CITY, STATE ZIP

Re: Delinquent Citations – **CITY OF TERRELL**

To Whom It May Concern:

Our firm represents **The Terrell Municipal Court** for the purpose of collecting delinquent citations. I am responding to the original death certificate that we received for **DEFENDANT**.

We have forwarded a copy of the death certificate to the **Terrell Municipal Court** and are awaiting a response/directive on the cases. At this time, there is no further action needed from you.

We understand there may have been fees associated in obtaining an original certificate; therefore, we want to return the original for your use as needed. Please accept our heartfelt sympathies on the loss of **DEFENDANT**.

If you have any questions or concerns, please feel free to contact me at the information provided above.

Respectfully,

Marisela Navarro
Court Services Manager

MN/jb



EXHIBIT D: Report Samples

The following reports and a sample invoice are provided as examples only. Upon contract award, Linebarger will work with City staff to customize reporting in the format, frequency, and delivery method most advantageous for the City.



LINEBARGER
ATTORNEYS AT LAW

City of XXXX
Fees & Fines Collection Reports
October 1, 2024 - February 28, 2025

Jim Lambeth
Capital Partner
jim.lambeth@lgb.com

Wade Gent
Capital Partner
wade.gent@lgb.com

Marisela Navarro
Court Services Manager
marisela.navarro@lgb.com

Linebarger Goggan Blair & Sampson, LLP
113 W. Mulberry, Kaufman, TX 75142

Proprietary and Confidential Information

Linebarger Goggan Blair & Sampson, LLP considers the information contained in these documents to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.



XXXX, TEXAS MUNICIPAL COURT

February 2025

City of XXXX
Fees and Fines Report
October 1, 2024 to February 28, 2025

Collection Activity Summary	Last 30 Day*	YTD**
Total Dollars Collected	\$22,198	\$60,661
All Letters Mailed	1,255	1,690
Dollar Amount of Mailed Letters	\$778,920	\$1,070,102
All Phone Call Activity -		
Incoming	5	26
Outgoing	214	1,920

Collection Disposition Summary - Last 30 Days*	Amount	Value
Accounts Placed	125	\$64,557
Accounts Collected	103	\$22,198
Accounts Cancelled	17	\$8,377
Accounts Resolved	120	\$30,575
Collection Disposition Summary - Year to Date**	Amount	Value
Accounts Placed	281	\$141,782
Accounts Collected	312	\$60,661
Accounts Cancelled	303	\$141,677
Accounts Resolved	615	\$202,338

Collection Disposition Summary - Contract to Date	
Accounts Placed	7,827
Amount Assigned	\$3,616,828
Accounts Adjusted	1,381
Amounts Adjusted	(\$64,990)
Accounts Collected	2,248
Amount Collected	\$920,383
Accounts Cancelled	1,806
Amount Cancelled	\$787,782
Accounts Resolved	4,054
Amount Resolved	\$1,708,165
Dollar Resolution Rate	49.0%

All numbers from LGB&S, LLP history

* From 02/01/25 - 02/28/25

** From 10/01/24 - 02/28/25

XXXX, TEXAS MUNICIPAL COURT

February 2025

City of XXXX Fees and Fines Report Collection Activity As of February 28, 2025							
Year	Month	Accounts Placed	Original Placement \$	Cancelled Amount	Adjusted Amount	Net Placement Amount	Collections
	February	125	\$64,557	\$8,377	(\$321)	\$64,236	\$22,198
	January	0	\$0	\$0	\$0	\$0	\$0
	December	58	\$30,459	\$6,602	(\$3,605)	\$26,854	\$8,608
	November	45	\$22,105	\$120,945	(\$2,655)	\$19,450	\$14,230
	October	53	\$24,661	\$5,753	(\$857)	\$23,804	\$15,625
2024 - 2025 Summary		281	\$141,782	\$141,677	(\$7,438)	\$134,344	\$60,661
	September	91	\$41,328	\$26,559	(\$330)	\$40,998	\$16,966
	August	71	\$33,579	\$29,846	(\$209)	\$33,370	\$12,558
	July	93	\$47,364	\$8,217	(\$1,057)	\$46,307	\$13,515
	June	64	\$32,174	\$8,944	(\$6,536)	\$25,638	\$15,942
	May	62	\$30,906	\$15,789	(\$1,260)	\$29,646	\$11,467
	April	78	\$39,484	\$15,987	(\$284)	\$39,200	\$12,611
	March	61	\$28,536	\$8,997	(\$1,691)	\$26,845	\$12,697
	February	58	\$29,762	\$7,323	(\$2,527)	\$27,235	\$14,061
	January	53	\$23,141	\$6,230	(\$2,152)	\$20,989	\$5,299
	December	74	\$36,581	\$5,539	(\$213)	\$36,368	\$7,118
	November	77	\$42,697	\$3,560	(\$2,080)	\$40,617	\$9,618
	October	58	\$27,286	\$5,226	(\$3,401)	\$23,885	\$7,708
2023 - 2024 Summary		840	\$412,838	\$142,217	(\$21,740)	\$391,098	\$139,560
2022 - 2023 Summary		716	\$348,095	\$148,229	(\$14,877)	\$333,218	\$140,479
2021 - 2022 Summary		1,001	\$481,493	\$715,462	(\$5,302)	\$476,191	\$197,763
2020 - 2021 Summary		563	\$274,400	\$62,095	(\$1,400)	\$273,000	\$121,053
2019 - 2020 Summary		629	\$295,831	\$162,956	(\$5,142)	\$290,689	\$162,653
*2018 - 2019 Summary		3,797	\$1,662,395	\$20,626	(\$9,091)	\$1,653,304	\$98,216

*Collections began January 2019

XXXX, TEXAS MUNICIPAL COURT

February 2025

CITY OF XXXX MUNICIPAL COURT													
Collections by Placement Date Report													
Placed		Assigned Amounts [Net of Adjustments]			Cancelled Amounts % = Cancelled / Assigned			Amount Collected*			Remaining Portfolio % = Remaining / Assigned		
Year	Month	#	\$		#	\$	%	#	\$	%	\$	%	
2025	3	66	\$ 31,954.00								\$ 31,954.00	100.00%	
2025	2	125	\$ 63,817.20	1	\$ 416.00	0.65%		1	\$ 854.50	1.35%	\$ 62,546.70	98.01%	
2024	12	58	\$ 30,374.50					4	\$ 3,083.30	10.15%	\$ 27,291.20	89.85%	
2024	11	45	\$ 21,681.00	1	\$ 292.50	1.35%		3	\$ 1,404.50	6.57%	\$ 19,984.00	92.17%	
2024	10	53	\$ 24,078.50	2	\$ 533.00	2.21%		5	\$ 2,074.20	8.81%	\$ 21,471.30	89.17%	
2024	9	91	\$ 39,000.45	7	\$ 3,048.50	7.82%		12	\$ 4,271.25	11.88%	\$ 31,680.70	81.23%	
2024	8	71	\$ 33,500.50	4	\$ 1,663.50	5.03%		9	\$ 3,605.50	11.33%	\$ 28,211.50	84.21%	
2024	7	93	\$ 46,426.70	10	\$ 4,290.00	9.24%		14	\$ 6,132.00	14.55%	\$ 36,004.70	77.55%	
2024	6	64	\$ 32,003.50	4	\$ 2,091.70	6.54%		8	\$ 3,999.00	13.37%	\$ 25,912.80	80.97%	
2024	5	62	\$ 29,295.70	2	\$ 1,020.50	3.48%		17	\$ 7,116.00	25.17%	\$ 21,160.20	72.23%	
2024	4	78	\$ 38,027.50	7	\$ 3,251.30	8.55%		20	\$ 9,003.70	25.89%	\$ 25,772.60	67.77%	
2024	3	61	\$ 27,379.00					10	\$ 4,147.60	15.15%	\$ 23,231.40	84.85%	
2024	2	58	\$ 27,274.20	5	\$ 1,995.00	7.31%		13	\$ 5,373.50	21.26%	\$ 19,905.70	72.98%	
2024	1	53	\$ 23,230.90	4	\$ 1,761.50	7.58%		14	\$ 6,048.90	28.17%	\$ 15,420.50	66.38%	
2023	12	74	\$ 35,945.00	6	\$ 2,938.00	8.17%		16	\$ 7,917.50	23.99%	\$ 25,090.50	69.80%	
2023	11	77	\$ 41,163.10	3	\$ 1,553.50	3.77%		21	\$ 10,270.00	25.91%	\$ 29,359.60	71.29%	
2023	10	56	\$ 26,837.70	7	\$ 2,934.10	10.93%		11	\$ 3,985.00	16.67%	\$ 19,918.60	74.22%	
2023	9	57	\$ 25,755.10	9	\$ 4,025.50	15.63%		20	\$ 7,824.20	36.01%	\$ 13,905.40	53.99%	
2023	8	55	\$ 27,745.50	1	\$ 671.00	3.14%		12	\$ 4,737.80	17.63%	\$ 22,137.70	79.79%	
2023	7	52	\$ 23,644.87	5	\$ 1,983.50	0.39%		17	\$ 8,082.00	37.31%	\$ 13,579.37	57.43%	
2023	6	53	\$ 25,647.10	3	\$ 933.50	3.65%		13	\$ 6,101.50	24.79%	\$ 18,512.10	72.46%	
2023	5	97	\$ 45,424.40	5	\$ 2,120.30	4.67%		30	\$ 12,096.50	27.93%	\$ 31,207.60	68.70%	
2023	3	79	\$ 34,544.40	5	\$ 2,405.00	6.96%		27	\$ 10,050.90	31.37%	\$ 22,058.50	63.86%	
2023	2	50	\$ 22,765.70	3	\$ 1,311.00	5.76%		14	\$ 6,292.00	29.33%	\$ 15,162.70	66.60%	
2023	1	48	\$ 23,681.70	4	\$ 2,425.80	10.24%		19	\$ 8,097.00	38.09%	\$ 13,158.90	55.57%	
2022	12	77	\$ 34,419.15	7	\$ 2,436.65	7.08%		29	\$ 12,061.80	37.71%	\$ 19,920.70	57.88%	
2022	11	80	\$ 37,820.70	7	\$ 2,883.35	7.62%		16	\$ 7,216.50	20.66%	\$ 27,720.65	73.30%	
2022	10	66	\$ 31,751.30	12	\$ 2,684.50	15.79%		17	\$ 7,829.50	30.74%	\$ 17,637.60	55.55%	
2022	9	64	\$ 29,458.70	7	\$ 2,684.20	9.79%		27	\$ 11,943.80	44.94%	\$ 14,630.70	49.67%	
2022	8	59	\$ 27,823.60	6	\$ 2,260.50	8.12%		13	\$ 6,040.60	23.63%	\$ 19,522.60	70.17%	
2022	7	97	\$ 44,092.10	5	\$ 1,751.00	3.97%		25	\$ 9,671.00	22.04%	\$ 32,670.10	74.10%	
2022	6	85	\$ 39,466.20	6	\$ 2,148.50	5.44%		32	\$ 14,122.20	37.84%	\$ 23,195.50	58.77%	
2022	5	75	\$ 35,919.60	8	\$ 3,817.00	10.63%		27	\$ 12,110.30	37.72%	\$ 19,992.30	55.66%	
2022	4	51	\$ 25,558.20	8	\$ 3,628.50	14.20%		11	\$ 4,617.00	21.05%	\$ 17,312.90	67.74%	
2022	3	52	\$ 24,450.10	17	\$ 6,755.60	27.63%		19	\$ 9,589.50	54.19%	\$ 8,105.00	33.15%	
2022	2	111	\$ 49,741.10	45	\$ 20,359.60	40.93%		55	\$ 23,820.80	81.07%	\$ 5,560.70	11.18%	
2022	1	224	\$ 105,505.20	77	\$ 36,588.20	34.35%		100	\$ 47,545.70	67.87%	\$ 22,451.30	21.09%	
2021	11	171	\$ 82,070.70	73	\$ 34,949.90	42.59%		72	\$ 33,634.80	71.30%	\$ 13,456.00	16.43%	
2021	10	12	\$ 5,284.50	5	\$ 2,016.50	38.16%		6	\$ 2,897.50	68.66%	\$ 370.50	7.01%	
2021	9	66	\$ 31,776.90	33	\$ 15,398.70	48.46%		23	\$ 11,808.70	72.10%	\$ 4,569.50	14.38%	
2021	8	64	\$ 31,089.70	23	\$ 10,684.20	34.37%		21	\$ 9,120.00	44.69%	\$ 11,285.50	36.30%	
2021	7	38	\$ 18,565.20	14	\$ 6,450.70	34.75%		15	\$ 7,541.00	62.25%	\$ 4,573.50	24.63%	
2021	6	110	\$ 51,881.70	35	\$ 15,735.20	30.33%		45	\$ 21,041.00	58.21%	\$ 15,105.50	29.12%	
2021	5	53	\$ 24,882.40	26	\$ 12,552.50	50.45%		17	\$ 7,253.50	58.83%	\$ 5,076.40	20.40%	
2021	3	75	\$ 34,374.90	25	\$ 11,515.50	33.50%		33	\$ 13,872.80	60.69%	\$ 8,996.20	26.14%	
2021	1	144	\$ 66,196.21	70	\$ 31,873.20	40.15%		53	\$ 24,255.01	70.67%	\$ 10,068.00	15.21%	
2020	11	13	\$ 6,050.50	7	\$ 3,510.00	50.01%		5	\$ 2,125.50	83.66%	\$ 415.00	6.86%	
2020	6	25	\$ 12,903.10	15	\$ 7,237.10	56.09%		8	\$ 4,327.00	76.37%	\$ 1,339.00	10.38%	
2020	5	106	\$ 47,981.08	41	\$ 18,616.00	38.02%		48	\$ 20,696.80	70.55%	\$ 8,638.26	18.01%	
2020	4	129	\$ 58,868.70	65	\$ 26,159.50	47.83%		43	\$ 19,411.00	63.21%	\$ 11,298.20	19.19%	
2020	2	53	\$ 25,239.40	22	\$ 10,901.20	43.19%		21	\$ 9,597.70	66.94%	\$ 4,740.50	16.78%	
2020	1	83	\$ 36,757.00	32	\$ 14,322.50	36.95%		36	\$ 17,153.50	70.20%	\$ 7,281.00	16.79%	
2019	12	169	\$ 78,090.71	33	\$ 15,943.11	20.42%		65	\$ 27,106.10	43.62%	\$ 35,039.50	44.87%	
2019	10	64	\$ 29,863.50	18	\$ 7,907.30	26.48%		19	\$ 9,630.20	43.06%	\$ 12,326.00	41.27%	
2019	9	76	\$ 35,776.10	26	\$ 13,030.30	36.42%		26	\$ 11,242.80	49.43%	\$ 11,503.00	32.15%	
2019	8	84	\$ 41,745.50	13	\$ 6,444.00	15.44%		38	\$ 18,616.00	52.74%	\$ 16,664.50	39.97%	
2019	7	53	\$ 25,684.60	10	\$ 6,006.00	23.30%		22	\$ 9,220.99	46.06%	\$ 10,457.61	40.72%	
2019	6	110	\$ 48,044.68	24	\$ 10,125.68	21.08%		44	\$ 18,505.94	48.00%	\$ 19,413.06	40.41%	
2019	5	111	\$ 46,674.32	25	\$ 11,955.35	24.56%		39	\$ 15,352.08	41.81%	\$ 21,366.89	43.90%	
2019	4	40	\$ 19,011.87	5	\$ 2,342.00	12.32%		17	\$ 6,968.17	41.00%	\$ 9,701.70	51.03%	
2019	3	146	\$ 62,743.79	31	\$ 14,254.75	22.72%		66	\$ 27,251.68	56.20%	\$ 21,237.36	33.85%	
2019	1	3,177	\$ 1,358,463.03	852	\$ 353,047.09	25.80%		633	\$ 275,912.69	27.17%	\$ 739,503.05	54.04%	
Total			7,893	\$ 3,582,118.36	1,826	\$ 800,690.28	22.35%	2,120	\$ 933,623.61	33.57%	\$ 1,847,834.47	51.58%	

XXXX, TEXAS MUNICIPAL COURT

February 2025

CITY OF XXXX MUNICIPAL COURT Collections by Offense Year Report As of March 11, 2025											
Offense Year	Assigned Amounts [Net of Adjustments]			Cancelled Amounts % = Cancelled / Assigned			Amount Collected*			Remaining Portfolio % = Remaining / Assigned	
	#	\$	#	\$	%	#	\$	%	\$	%	
2024	638	\$ 311,374.75	26	\$ 11,419.20	3.67%	56	\$ 25,732.25	8.58%	\$ 274,223.30	88.07%	
2023	745	\$ 354,248.87	53	\$ 23,530.40	6.64%	179	\$ 78,776.20	23.82%	\$ 251,942.37	71.12%	
2022	741	\$ 342,258.70	56	\$ 22,976.45	6.71%	235	\$ 98,280.70	30.78%	\$ 221,001.55	64.57%	
2021	856	\$ 403,249.85	209	\$ 133,106.15	33.01%	336	\$ 154,387.20	57.15%	\$ 115,756.50	28.71%	
2020	479	\$ 222,138.36	199	\$ 92,075.30	41.45%	195	\$ 87,897.71	67.58%	\$ 42,163.35	18.98%	
2019	622	\$ 285,491.38	190	\$ 90,071.78	31.55%	230	\$ 101,585.70	51.98%	\$ 93,833.90	32.87%	
2018	922	\$ 412,176.57	181	\$ 82,714.00	20.07%	359	\$ 149,726.18	45.45%	\$ 179,736.39	43.61%	
2017	590	\$ 272,756.79	129	\$ 57,235.49	20.98%	167	\$ 75,965.33	35.25%	\$ 139,566.07	51.16%	
2016	396	\$ 192,793.30	118	\$ 54,686.89	28.37%	99	\$ 49,808.82	35.92%	\$ 88,497.59	45.90%	
2015	313	\$ 135,218.38	91	\$ 38,439.81	28.43%	46	\$ 21,807.98	22.33%	\$ 75,170.61	55.59%	
2014	591	\$ 247,454.53	174	\$ 72,604.98	29.34%	91	\$ 38,790.71	22.18%	\$ 136,068.84	54.99%	
2013	420	\$ 170,054.83	103	\$ 40,706.52	23.94%	63	\$ 24,914.48	19.26%	\$ 104,433.83	61.41%	
2012	292	\$ 115,202.87	109	\$ 39,999.04	34.71%	26	\$ 11,217.17	14.91%	\$ 63,996.66	55.55%	
2011	247	\$ 97,944.27	82	\$ 32,040.93	32.71%	32	\$ 12,660.20	19.06%	\$ 53,343.14	54.46%	
2010	20	\$ 9,053.01	8	\$ 3,748.04	41.40%	5	\$ 2,357.10	44.43%	\$ 2,947.87	32.56%	
2009	13	\$ 7,082.70	8	\$ 4,247.90	60.23%				\$ 2,804.80	39.77%	
2008	4	\$ 1,630.50	1	\$ 277.90	17.04%	1	\$ 225.90	16.70%	\$ 1,128.70	69.10%	
2007	3	\$ 1,231.10							\$ 1,231.10	100.00%	
2006	1	\$ 789.50	1	\$ 789.50	100.00%						
Total	7,893	\$ 3,582,118.36	1,826	\$ 800,680.28	22.35%	2,120	\$ 933,623.61	33.57%	\$ 1,847,634.47	51.58%	

XXXX, TEXAS MUNICIPAL COURT

February 2025

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	2,134	\$1,037,351
ATT - Attorney Contact Only	78	\$37,217
INC - Incarcerated	2	\$1,028
PRM - Promise Payment	7	\$3,492
SWC - Stop Work Per Client	1,713	\$764,586
Total	3,934	\$1,843,674

XXXX, TEXAS MUNICIPAL COURT

February 2025

**Monthly Collection Activity
Last 24 Months**

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
2025	February	1,255	64	5	214	\$22,198
	January	47	54	3	459	\$0
2024	December	96	62	1	654	\$8,608
	November	90	58	13	328	\$14,230
	October	202	374	4	265	\$15,625
	September	1,518	121	8	471	\$16,966
	August	290	93	7	544	\$12,558
	July	128	270	6	483	\$13,515
	June	120	81	1	274	\$15,942
	May	193	87	2	11	\$11,467
	April	216	46	6	196	\$12,611
	March	1,261	133	19	141	\$12,697
	February	241	44	4	159	\$14,061
	January	106	206	4	212	\$5,299
2023	December	180	29	1	283	\$7,118
	November	198	162	5	363	\$9,618
	October	639	85	5	243	\$7,708
	September	349	64	3	272	\$6,043
	August	160	203	2	310	\$11,359
	July	525	70	5	208	\$11,764
	June	78	110	2	205	\$12,864
	May	641	241	1	96	\$23,589
	April	0	97	7	179	\$0
	March	1,123	74	6	151	\$13,406
	February	103	19	1	98	\$12,387
	Total*	9,759	2,847	121	6,819	\$291,631

*Total Amounts noted represent the last 24 months & not contract to date.

XXXX, TEXAS MUNICIPAL COURT

February 2025

Portfolio Analysis Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	3,934	\$1,843,673.83	100.00%	100.00%	\$468.65
ADDRESSES					
No Mailing Address	1	\$461.50	0.03%	0.03%	\$461.50
Returned Mail	459	\$205,345.82	11.67%	11.14%	\$447.38
Good Address	3,474	\$1,637,866.51	88.31%	88.84%	\$471.46
OFFENSE AGE					
One Year or Less	392	\$193,587.60	9.96%	10.50%	\$493.85
1-2 Years	556	\$275,334.97	14.13%	14.93%	\$495.21
2-3 Years	438	\$213,742.90	11.13%	11.59%	\$488.00
+3 Years	2,548	\$1,161,008.36	64.77%	62.97%	\$455.65
PLACEMENT AGE					
One Year or Less	679	\$333,101.60	17.26%	18.07%	\$490.58
1-2 Years	470	\$234,073.07	11.95%	12.70%	\$498.03
2-3 Years	469	\$231,518.05	11.92%	12.56%	\$493.64
+3 Years	2,316	\$1,044,981.11	58.87%	56.68%	\$451.20

XXXX, TEXAS MUNICIPAL COURT

February 2025

Offense Age of Placements
Last 13 Months

	2018 & PRIOR	2019	2020	2021	2022	2023	2024	2025	Total Placements
February 2025	-	-	-	-	1	1	123	-	125
					0.80%	0.80%	98.40%		
January 2025	-	-	-	-	-	-	-	-	0
December 2024	-	-	-	-	-	-	58	-	58
							100.00%		
November 2024	-	-	-	-	-	3	42	-	45
						6.67%	93.33%		
October 2024	-	-	-	-	-	2	51	-	53
						3.77%	96.23%		
September 2024	-	-	-	-	-	13	78	-	91
						14.29%	85.71%		
August 2024	-	-	-	1	-	10	60	-	71
				1.41%		14.08%	84.51%		
July 2024	-	-	-	-	1	17	75	-	93
					1.08%	18.28%	80.65%		
June 2024	-	-	-	-	-	14	50	-	64
						21.88%	78.13%		
May 2024	-	-	-	-	-	28	34	-	62
						45.16%	54.84%		
April 2024	-	-	-	-	-	77	1	-	78
						98.72%	1.28%		
March 2024	-	-	-	-	-	61	-	-	61
						100.00%			
February 2024	-	-	-	-	1	57	-	-	58
					1.72%	98.28%			

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
2025 Summary	February	125	\$64,557	\$0	\$0	\$64,557	\$0	0.00%
	January	0	\$0	\$0	\$0	\$0	\$0	0.00%
		125	\$64,557	\$0	\$0	\$64,557	\$0	0.00%
2024 Summary	December	58	\$30,459	\$0	(\$85)	\$30,375	\$2,933	9.66%
	November	45	\$22,105	\$293	(\$474)	\$21,339	\$260	1.22%
	October	53	\$24,661	\$533	(\$633)	\$23,496	\$1,859	7.91%
	September	91	\$41,328	\$3,049	(\$2,437)	\$35,842	\$3,449	9.62%
	August	71	\$33,579	\$1,684	\$122	\$32,017	\$2,167	6.77%
	July	93	\$47,364	\$4,290	(\$554)	\$42,521	\$5,274	12.40%
	June	64	\$32,174	\$2,092	(\$170)	\$29,912	\$2,556	8.54%
	May	62	\$30,906	\$1,021	(\$1,497)	\$28,389	\$6,741	23.75%
	April	78	\$39,494	\$2,835	(\$1,456)	\$35,192	\$8,479	24.09%
	March	61	\$28,536	\$0	(\$1,207)	\$27,329	\$4,148	15.18%
	February	58	\$29,762	\$1,995	(\$2,488)	\$25,279	\$5,224	20.66%
	January	53	\$23,141	\$1,762	\$186	\$21,568	\$5,691	26.39%
		787	\$383,499	\$19,552	(\$10,691)	\$353,257	\$48,780	13.81%
2023 Summary	December	74	\$36,581	\$2,938	(\$685)	\$32,958	\$7,353	22.31%
	November	77	\$42,697	\$1,554	(\$1,564)	\$39,580	\$9,537	24.10%
	October	58	\$27,286	\$2,934	(\$448)	\$23,904	\$3,985	16.67%
	September	57	\$27,260	\$4,026	(\$1,505)	\$21,730	\$7,502	34.52%
	August	55	\$28,243	\$871	(\$496)	\$26,876	\$4,738	17.63%
	July	52	\$24,428	\$1,984	(\$783)	\$21,661	\$8,082	37.31%
	June	53	\$26,692	\$934	(\$1,309)	\$24,449	\$5,702	23.32%
	May	97	\$48,400	\$2,120	(\$2,776)	\$43,504	\$12,097	27.81%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	79	\$36,183	\$2,405	(\$1,639)	\$32,139	\$9,665	30.07%
	February	50	\$23,340	\$908	(\$575)	\$21,858	\$6,292	28.79%
		700	\$345,561	\$23,098	(\$12,549)	\$309,914	\$83,048	26.80%
2022 Summary		1,043	\$502,826	\$88,236	(\$15,356)	\$399,234	\$165,323	41.41%
2021 Summary		733	\$355,987	\$134,690	(\$9,865)	\$211,432	\$131,424	62.16%
2020 Summary		409	\$191,766	\$82,746	(\$1,997)	\$107,023	\$73,312	68.50%
Prior Years		4,030	\$1,772,632	\$439,460	(\$14,533)	\$1,318,639	\$418,496	31.74%

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

2915 WEST BITTERS ROAD, SUITE 400
SAN ANTONIO, TX 78248

(210) 403-8600
FAX (210) 403-8901

09/27/2024

INVOICE

Fees and Fines for City of XXX, TX Municipal Court

City of XXX, TX Municipal Court

Fees for collections during August 2024 due to Linebarger Goggan Blair & Sampson, LLP for the collection of fees and fines for City of XXX, TX Municipal Court

City of XXX, TX Municipal Court for August 2024 collections	\$28,902.78
City of XXX, TX Municipal Court for August 2024 fees due LGB&S, LLP	\$5,939.04

Please make your check payable to *Linebarger Goggan Blair & Sampson, LLP* and mail to:

Linebarger Goggan Blair & Sampson, LLP
P.O. Box 17428
Austin, Texas 78760-7428

Attention: Accounts Receivable

Total due: \$5,939.04

Please include a copy of this invoice with your payment.



CITY OF XXX, TX MUNICIPAL COURT

For the Period Ending August 31, 2024

Transaction Date	Client Reference#	Name	Payment	Commission	Add On	Client Rpt.	Client Date
8/1/2024	P054185V-01		\$525.20	\$121.20	YES	\$121.20	8/1/2024
8/2/2024	23399297-01		\$434.20	\$100.20	YES	\$100.20	8/2/2024
8/2/2024	P087500-01		\$597.10	\$56.74	YES	\$56.74	8/2/2024
8/2/2024	P087500-01		\$597.10	\$91.80	YES	\$91.80	8/2/2024
8/2/2024	P087500V-01		\$509.60	\$117.60	YES	\$117.60	8/2/2024
8/2/2024	P094972F-01		\$509.00	\$117.60	YES	\$117.60	8/2/2024
8/2/2024	P097185-02		\$364.70	\$27.74	YES	\$27.74	8/2/2024
8/2/2024	P098291-01		\$570.70	\$131.70	YES	\$131.70	8/2/2024
8/2/2024	P098291-02		\$399.10	\$92.10	YES	\$92.10	8/2/2024
8/2/2024	P101603-02		\$197.95	\$45.68	YES	\$45.68	8/2/2024
8/5/2024	22418825-01		\$603.00	\$71.42	YES	\$71.42	8/5/2024
8/5/2024	P093564-01		\$707.20	\$163.20	YES	\$163.20	8/5/2024
8/5/2024	P093564F-01		\$594.10	\$137.10	YES	\$137.10	8/5/2024
8/5/2024	P101672-01		\$577.20	\$133.20	YES	\$133.20	8/5/2024
8/6/2024	P074481-01		\$327.60	\$75.60	YES	\$75.60	8/6/2024
8/6/2024	P097973-01		\$462.80	\$106.80	YES	\$106.80	8/6/2024
8/7/2024	P096235-03		\$203.49	\$46.96	YES	\$46.96	8/7/2024
8/8/2024	P081374-02		\$69.98	\$16.15	YES	\$16.15	8/8/2024
8/8/2024	P090094-02		\$126.62	\$29.22	YES	\$29.22	8/8/2024
8/8/2024	P091481-01		\$500.50	\$73.84	YES	\$73.84	8/8/2024
8/8/2024	P099767-01		\$725.40	\$83.70	YES	\$83.70	8/8/2024
8/8/2024	P099767V-01		\$889.20	\$102.60	YES	\$102.60	8/8/2024
8/8/2024	S5377-01		\$241.71	\$55.78	YES	\$55.78	8/8/2024
8/9/2024	P082975-02		\$213.42	\$49.25	YES	\$49.25	8/9/2024
8/9/2024	P086152-02		\$8.54	\$1.97	YES	\$1.97	8/9/2024
8/9/2024	P093534-01		\$458.60	\$111.60	YES	\$111.60	8/9/2024
8/9/2024	P094161-01		\$255.71	\$59.01	YES	\$59.01	8/9/2024
8/9/2024	P094863-03		\$143.61	\$33.14	YES	\$33.14	8/9/2024
8/9/2024	P095271-03		\$287.21	\$66.28	YES	\$66.28	8/9/2024
8/9/2024	P096427V-01		\$496.60	\$3.91	YES	\$3.91	8/9/2024
8/12/2024	P081458-01		\$378.30	\$87.30	YES	\$87.30	8/12/2024
8/12/2024	P081458-02		\$297.70	\$68.70	YES	\$68.70	8/12/2024
8/12/2024	P098876-01		\$500.00	\$128.70	YES	\$128.70	8/12/2024
8/12/2024	P100641-01		\$362.70	\$83.70	YES	\$83.70	8/12/2024
8/12/2024	P100641F-01		\$509.60	\$117.60	YES	\$117.60	8/12/2024
8/12/2024	P101125-01		\$24.96	\$5.76	YES	\$5.76	8/12/2024
8/13/2024	17384750-01		\$448.50	\$103.50	YES	\$103.50	8/13/2024
8/13/2024	17384750-02		\$377.00	\$87.00	YES	\$87.00	8/13/2024
8/13/2024	17384750V-01		\$461.50	\$106.50	YES	\$106.50	8/13/2024
8/13/2024	17415771-01		\$448.50	\$103.50	YES	\$103.50	8/13/2024
8/13/2024	17415771V-01		\$461.50	\$106.50	YES	\$106.50	8/13/2024
8/13/2024	S4644F-01		\$223.04	\$51.47	YES	\$51.47	8/13/2024
8/14/2024	P044861-01		\$643.50	\$148.50	YES	\$148.50	8/14/2024
8/15/2024	21423041-01		\$148.59	\$34.29	YES	\$34.29	8/15/2024
8/15/2024	P055396-01		\$186.81	\$43.11	YES	\$43.11	8/15/2024
8/15/2024	P037237-01		\$273.00	\$63.00	YES	\$63.00	8/15/2024
8/15/2024	P037237-02		\$351.00	\$81.00	YES	\$81.00	8/15/2024
8/15/2024	P037237-03		\$234.00	\$54.00	YES	\$54.00	8/15/2024
8/15/2024	P037237V-01		\$318.50	\$73.50	YES	\$73.50	8/15/2024
8/15/2024	P077985-01		\$16.99	\$3.92	YES	\$3.92	8/15/2024
8/15/2024	P087852-01		\$527.80	\$121.80	YES	\$121.80	8/15/2024
8/15/2024	P087852V-01		\$509.60	\$117.60	YES	\$117.60	8/15/2024
8/15/2024	P089998-02		\$368.51	\$85.04	YES	\$85.04	8/15/2024
8/16/2024	P103692-01		\$434.20	\$100.20	YES	\$100.20	8/16/2024
8/19/2024	P098903-01		\$225.16	\$51.96	YES	\$51.96	8/19/2024
8/19/2024	P101701-01		\$225.16	\$51.96	YES	\$51.96	8/19/2024
8/20/2024	P091902-02		\$390.00	\$90.00	YES	\$90.00	8/20/2024
8/21/2024	P012458-01		\$478.40	\$110.40	YES	\$110.40	8/21/2024
8/22/2024	P095344-01		\$277.12	\$63.95	YES	\$63.95	8/22/2024
8/23/2024	P075675-01		\$383.50	\$88.50	YES	\$88.50	8/23/2024
8/23/2024	P093615-01		\$250.25	\$57.75	YES	\$57.75	8/23/2024
8/26/2024	18419022-02		\$578.50	\$133.50	YES	\$133.50	8/26/2024
8/26/2024	18419022-03		\$416.00	\$96.00	YES	\$96.00	8/26/2024
8/27/2024	P060052-01		\$526.50	\$121.50	YES	\$121.50	8/27/2024
8/27/2024	P060052-02		\$416.00	\$96.00	YES	\$96.00	8/27/2024

8/27/2024 P060052-03		\$533.00	\$123.00 YES	\$123.00	8/27/2024
8/27/2024 P060052V-01		\$461.50	\$106.50 YES	\$106.50	8/27/2024
8/27/2024 P099985-01		\$251.12	\$57.95 YES	\$57.95	8/27/2024
8/29/2024 18419731V-01		\$125.15	\$28.88 YES	\$28.88	8/29/2024
8/29/2024 23421763-01		\$203.45	\$46.95 YES	\$46.95	8/29/2024
8/29/2024 P072718-01		\$741.00	\$85.50 YES	\$85.50	8/29/2024
8/29/2024 P097830-01		\$647.40	\$74.70 YES	\$74.70	8/29/2024
8/30/2024 P095271-03		\$2.08	\$0.48 YES	\$0.48	8/30/2024
8/30/2024 P096163-02		\$221.35	\$51.08 YES	\$51.08	8/30/2024
8/30/2024 P099896-01		\$447.20	\$103.20 YES	\$103.20	8/30/2024
Total		<u>\$28,902.78</u>	<u>\$5,939.04</u>	<u>\$5,939.04</u>	

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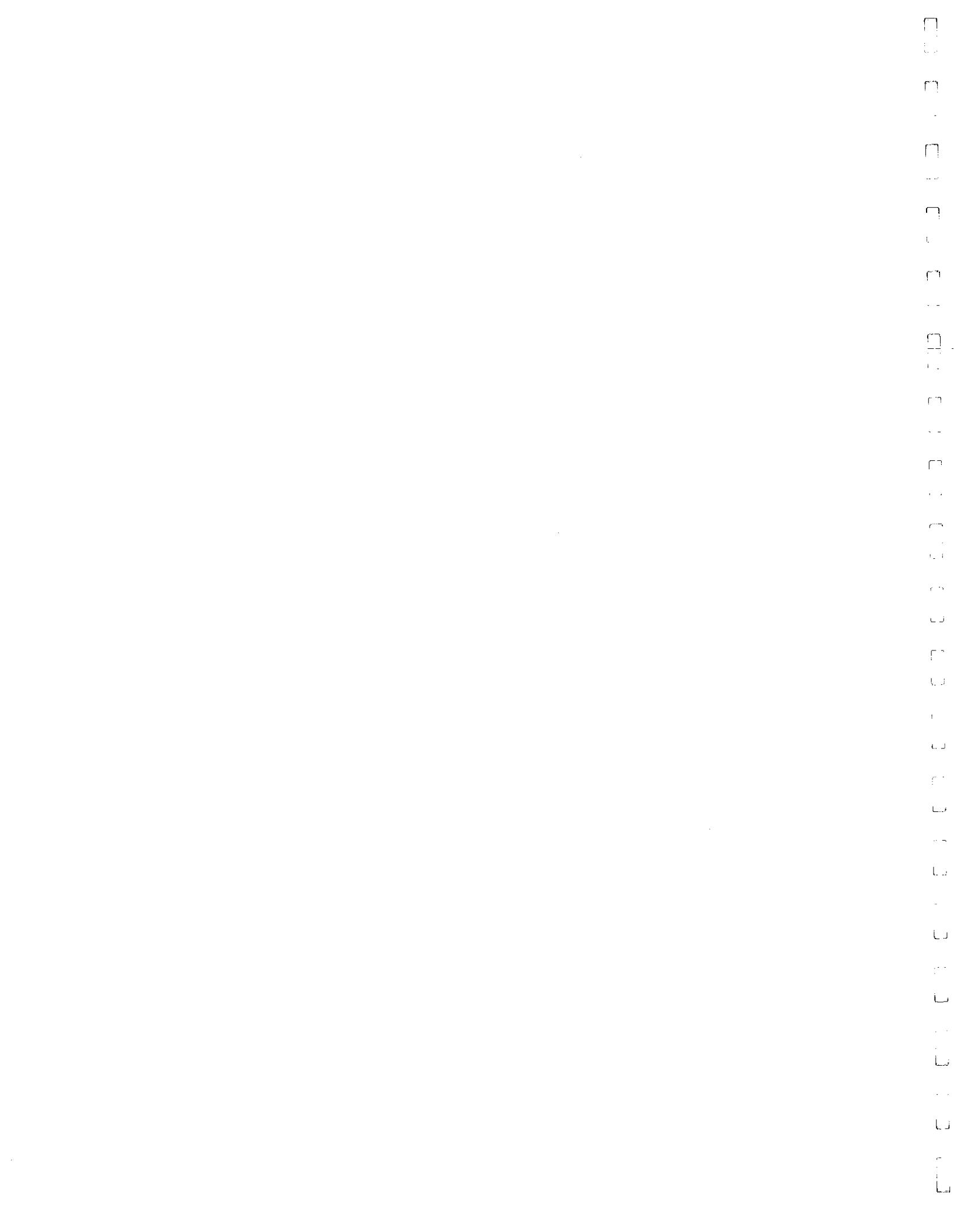
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EXHIBIT E: Attachment C Collection Contract

Please see the attached City Collection's Contract. Linebarger has no exceptions to the attached contract.



ATTACHMENT "C"
CITY OF TERRELL, TEXAS
MUNICIPAL SERVICES COLLECTION CONTRACT
SOLICITATION NO. _____

This Agreement (this "Agreement") is entered into by and between the CITY OF TERRELL, TEXAS, a municipality in the State of Texas ("CITY"), and (Vendor Legal Name), whose address is {vendor address} ("CONTRACTOR"), and is effective for all purposes as of the date of the last signature to this Agreement ("Effective Date").

City and Contractor agree as follows:

- 1. Services.** Contractor will perform the Services ("Services" or "Project") and provide deliverables ("Deliverables") set forth in **Exhibit "A"**, attached and incorporated for all purposes, to the satisfaction of City.
- 2. Term.** The Term ("Term") of this Agreement will commence on the Effective Date, and will continue for one (1) year term, unless otherwise provided herein. The Agreement may be extended additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended or any price redetermination. This option, if exercised, is to be executed in the form of an Authorization of Change in Services, to be issued no sooner than ninety days (90) prior to expiration of this Agreement, nor later than the final day of the Agreement. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the Agreement to expire on the original or mutually agreed upon date. The total period of the Agreement, including all extensions as a result of exercising this option, will not exceed a maximum combined period of three (3) years.
- 3. Compensation.** Fees for the Services are set forth in **Exhibit "A"**, attached and incorporated for all purposes for an amount not to exceed \$ for the full three (3) year term of the Agreement. City will pay to Contractor compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice ("Invoice") and City's approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, *Texas Government Code*. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If City disapproves any amount submitted for payment by Contractor, City will give Contractor specific reasons for disapproval in writing within a reasonable time. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to City.
WARRANTIES, TERMS AND REPRESENTATIONS
- 4. Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City's Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "**Standard" Terms and Conditions**" means the Standard Terms and Conditions of the City of Terrell (found at: www.cityofterrell.org).
- 4.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

5. Performance. Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.

6. Authority. Contractor represents and agrees that this Agreement reflects Contractor's full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.

7. Conflict of Interest. Contractor represents and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

8. Deliverables and Use of Documents. All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.

9. Assignment. Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.

10. Order of Precedence. This Agreement includes by reference, the provisions of the solicitation documents, and Contractor's response to the solicitation, the exhibits or attachments to this Agreement. In case of any conflict among the provisions of this Agreement, the following descending order of precedence will be observed:

- 10.1** This Agreement and Standard Terms and Conditions;
- 10.2** Exhibit "A";
- 10.3** Solicitation Documents
- 10.4** Contractor's Response to Solicitation
- 10.5** Other exhibits and attachments to this Agreement

In the event of any conflict between the Agreement and the provisions of any exhibits or attachments to this Agreement, this Agreement will govern and control.

11. Additional Services/Change or Delay in Services. The City may direct the Contractor to perform services outside of the scope of the Services. The Contractor will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Each material change (deletion or addition) in the services to be provided by Contractor must be authorized by the City on the Authorization of Change in Services, **Exhibit "B"** to this Agreement. Compensation for additional services will be in addition to that specified for the Services. The approval of the City Council is necessary for all additional services the compensation for which exceeds 50,000. No charge will be made by the Contractor for any

hindrance or delay from any cause whatever during the progress of any portion of its work that can reasonably be contemplated by the scope of work, but the City may grant an extension of time for the completion of the work, provided it has satisfied that such delays or hindrances were due to extraordinary causes or to the acts of omission or commission by the City. Any such extension of time will be provided utilizing the City's Authorization of Change in Services form.

12. Force Majeure. Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

13. Termination. City may terminate this Agreement in accordance with the Standard Terms and Conditions. Upon such termination, City will pay Contractor, at the rate set out in **Exhibit "A"**, for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

14. Notice. Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

CITY:

City of Terrell
Attn: City Manager
201 E. Nash Street
Terrell, Texas 75160

CONTRACTOR:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

CONTRACTOR:


Signature

April 15, 2025

Date

Wade Gent, Capital Partner, Linebarger Goggan Blair & Sampson, LLP

Print Full Name / Title (if not in individual capacity)

CITY:

Mike Sims, City Manager

Date

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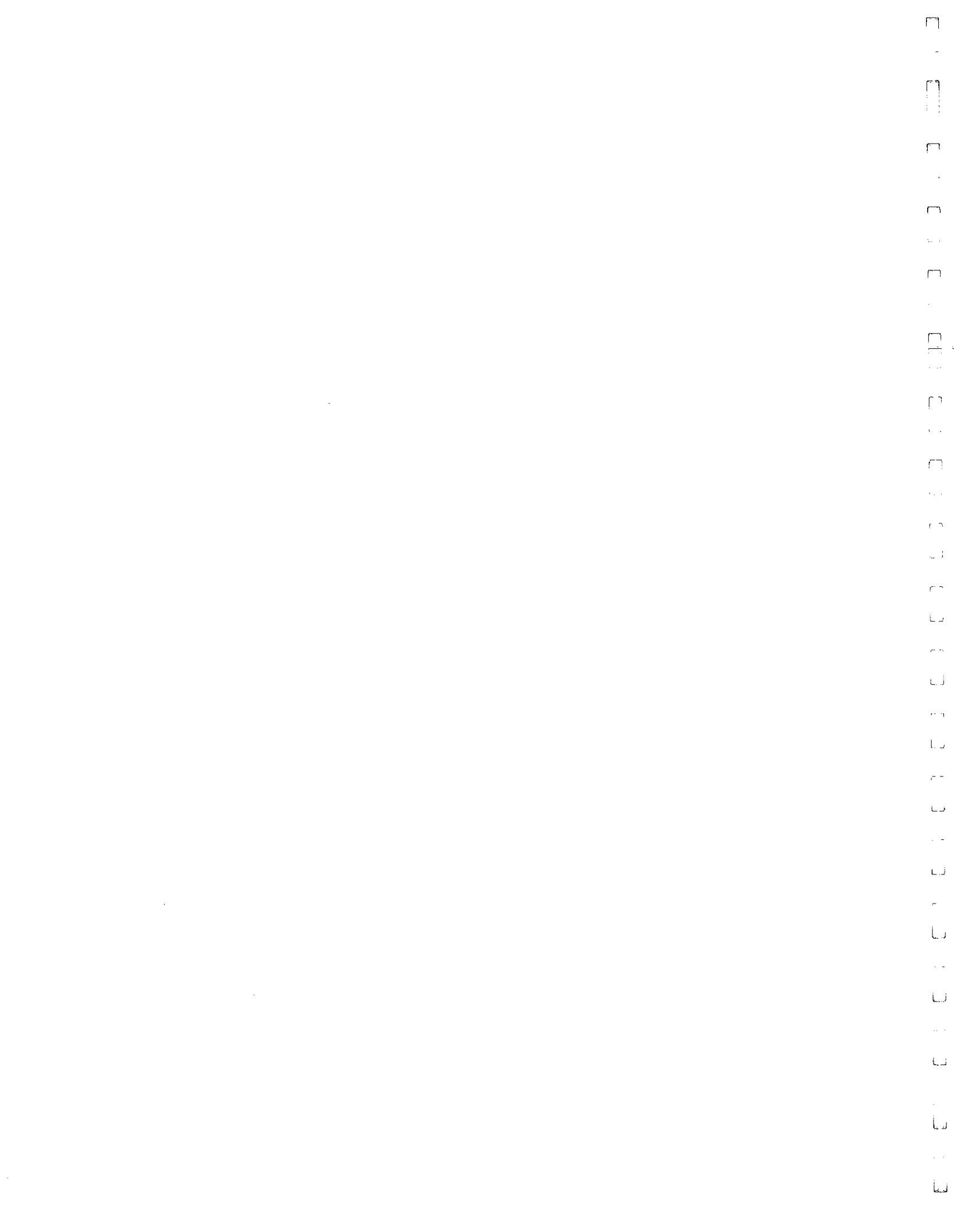
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EXHIBIT F: Collection Policies and Procedures Manual

Following is our confidential policies and procedures manual for review of the City.



LGBS FEES AND FINES DIVISION POLICIES AND PROCEDURES

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

Author: Lori Gruver
Creation Date: March 4, 2016
Last Updated: January 23, 2025
Version: 1.3.1

Approvals:

Sub-Committee Litigation and Legal
Standards

December 4, 2024

Management Committee

January 23, 2025

Document Control – Change Record

Date	Author	Version	Change Reference
March 4, 2016	Lori Gruver	Draft 1	No Previous Document
April 07, 2016	Lori Gruver	Draft 2	Reviewed by Stakeholders
June 27, 2016	Lori Gruver	1.0.0	Final reviewed and approval by Litigation & Legal Standards
July 13, 2016	Lori Gruver	1.0.0	Reviewed and approval by Management Committee
January 9, 2017	Lori Gruver	1.1.0	Reviewed and approval by Litigation & Legal Standards – Add Chapter 8
January 12, 2017	Lori Gruver	1.1.0	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.4
January 27, 2017	Lori Gruver	1.1.0	Reviewed and approval by Management Committee – Add Chapter 8 and update Chapter 5.4
March 1, 2017	Lori Gruver	1.2.0	Reviewed and approval by Litigation & Legal Standards – Add Chapter 3.3 and 3.4
March 6, 2017	Lori Gruver	1.2.0	Reviewed and approval by Management Committee – Add Chapter 3.3 and 3.4
June 1, 2017	Lori Gruver	1.2.1	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3
June 27, 2017	Lori Gruver	1.2.1	Reviewed and approval by Management Committee – Update Chapter 5.3
June 08, 2021	Kevin Underwood	1.2.2	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3
June 24, 2021	Kevin Underwood	1.2.2	Reviewed and approval by Management Committee – Update Chapter 5.3
August 23, 2022	Kevin Underwood	1.2.3	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3
September 29, 2022	Kevin Underwood	1.2.3	Reviewed and approval by Management Committee – Update Chapter 5.3
November 29, 2022	Kevin Underwood	1.2.4	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3
December 06, 2022	Kevin Underwood	1.2.4	Reviewed and approval by Management Committee – Update Chapter 5.3
September 13, 2023	Kevin Underwood	1.2.5	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3
September 28, 2023	Kevin Underwood	1.2.5	Reviewed and approval by Management Committee – Update Chapter 5.3
November 13, 2023	Kevin Underwood	1.2.6	Reviewed and approval by Litigation & Legal Standards – Update Chapter 7.2
November 13, 2023	Kevin Underwood	1.2.6	Reviewed and approval by Litigation & Legal Standards – Update Chapter 8.1
December 05, 2023	Kevin Underwood	1.2.6	Reviewed and approval by Management Committee – Update Chapter 7.2
December 05, 2023	Kevin Underwood	1.2.6	Reviewed and approval by Management Committee – Update Chapter 8.1
August 18, 2024	Kevin Underwood	1.2.7	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3 & 5.4
September 05, 2024	Kevin Underwood	1.2.7	Reviewed and approval by Management Committee – Update Chapter 5.3 & 5.4
September 19, 2024	Kevin Underwood	1.3.0	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3 & 5.4
September 26, 2024	Kevin Underwood	1.3.0	Reviewed and approval by Management Committee – Update Chapter 8.1
December 04, 2024	Kevin Underwood	1.3.1	Reviewed and approval by Litigation & Legal Standards – Update Chapter 5.3 & 6.4
January 23, 2025	Kevin Underwood	1.3.1	Reviewed and approval by Management Committee – Update Chapter 5.3 & 6.4

FEES AND FINES DEPARTMENT POLICIES AND PROCEDURES

Definitions

1. Structure and Organization

- 1.1 General
- 1.2 Management Committee Oversight
- 1.3 Compliance Management System
- 1.4 Compliance Committee

2. Employee Management

- 2.1 Background Check
- 2.2 Training and Testing

3. Statutes and Regulations

- 3.1 Regulatory Compliance
- 3.2 Unfair, Deceptive and Abusive Acts or Practices
- 3.3 Attorney Supervision and Active Participation
- 3.4 Meaningful Attorney Involvement

4. Security and Data

- 4.1 Physical Security
- 4.2 Document Retention and Destruction
- 4.3 Personal Communication Devices Usage

5. Communications – Oral

- 5.1 Call Monitoring and Auditing
- 5.2 Call Recording and Account Documentation
- 5.3 Oral Communication
- 5.4 Cell Phone and Landline Contact via Autodialer
- 5.5 Mini-Miranda Disclosure [Written and Oral]

6. Communications - Written

- 6.1 Written Communication
- 6.2 Validation Notice
- 6.3 Letter Approval Process
- 6.4 Outbound Electronic Communication
- 6.5 Skip Tracing

7. Complaint and Dispute Management

- 7.1 Debt Verification Federal and State
- 7.2 Cease and Desist/Refusal to Pay
- 7.3 Complaint Management and Escalation

8. Payment Processing

- 8.1 Posting Payments and Account Maintenance

8.2 Payment Processing
8.3 Post Dated Checks and Other Payment Instruments
8.4 Trust Accounting Practices

9. **Litigation Practices**
9.1 Collection Litigation Management
9.2 Out of Statute Debt

10. **Vendor and Service Provider Oversight**
10.1 Vendor and Service Provider Management

CONFIDENTIAL

Definitions

This document contains the Policies and Procedures utilized by the Firm's Fees and Fines Division. When used herein the following definitions shall apply:

Affiliated Entity: any entity directly or indirectly controlled by or under common control of the Firm. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through ownership, by contract or otherwise.

Attorney: attorney for the Firm assigned the responsibility for providing legal services to Fees and Fines Division.

Call Center: a physical location where Call Center operations are conducted by the Fees and Fines Division.

Call Center Manager or "CCM": employee of the Firm that is assigned the responsibility for the day to day operation of a Call Center.

Chief Compliance Officer or "CCO": employee of the Firm assigned primary responsibility for the management of the Compliance Department.

Chief Financial Officer: is the senior executive responsible for managing the financial actions of the firm. The CFO's duties include tracking cash flow and financial planning as well as analyzing the company's financial strengths and weaknesses and proposing corrective actions. The CFO is also responsible for managing the finance and accounting divisions and for ensuring that the company's financial reports are accurate and completed in a timely manner.

Chief Operating Officer or "COO": employee of the Firm assigned primary responsibility for the management of all operating functions of the Firm.

Complaint: action taken by a debtor where the debtor claims the Firm acted in violation of a local, state or federal law, rule or regulation. This is unlike a Dispute where the debtor does not claim any violation but disputes the facts relating to the debt.

Compliance Department: personnel assigned the primary responsibility for monitoring, reviewing, measuring adherence to, and compliance with, policies and procedures of the Fees and Fines Division and applicable law. Additionally, the Compliance Department shall be responsible for the investigation and response to complaints received from consumers or third-parties and for handling consumer verbal requests that may be referred to it from time to time.

Compliance Representative: personnel of the Call Center assigned the primary responsibility of reviewing, routing, investigating complaints and disputes. The Compliance Representative is the designated call center contact for the Firm's Compliance Department.

Consumer: an individual or entity that owes an FDCPA Debt as defined in this section to a client of the Firm.

Consumer Financial Protection Bureau or "CFPB": is a federal agency that has the authority to supervise debt collection.

Debt: this term is used generally to describe money owed to clients of the Firm. Obligations included in this definition are both FDCPA Debt and non-FDCPA debt.

Debtor: an individual or entity that owes a debt as defined in this section to a client of the Firm.

Dispute: action taken by a debtor alleging the facts relating to the debt are inaccurate (i.e. the balance of the debt is wrong or the debt is not mine). This is unlike a Complaint where the debtor claims a violation of a local, state or federal law, rule or regulation.

Employee: contract, temporary, or permanent employees of the Firm's Fees and Fines Division.

FDCPA Debt: obligation of a consumer to pay money arising out of a transaction in which money property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.

Fees and Fines Controller: employee of the Firm assigned primary responsibility for managing the accounting functions required to conduct the business of the Fees and Fines Division.

Fees and Fines Division: collection operation of the Firm that provides collection services to clients. The accounts may include but is not limited to court fees and fines, state taxes, unpaid tolls and medical accounts.

Firm: The Fees and Fines Division of law firm of Linebarger Goggan Blair & Sampson, LLP.

Management Committee or "MC": body of elected Capital Partners who jointly oversee the activities of the Firm.

Operations Department or "Operations": the department within the Fees and Fines Division that is responsible configuring and maintenance of all autodialers, CUBS and other systems.

Policies and Procedures: These Fees and Fines Division Policies and Procedures.

Vendor and Service Provider: any person or entity that receives, maintains, processes, or otherwise is permitted access to debtor information through its provision of services directly to the Firm.

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Policy 1.1 - General

1. Purpose

The purpose of this policy is to establish the Firm's policies and procedures for the Fees and Fines Division.

2. Scope

The Firm's Fees and Fines Division includes all business that is loaded and managed in the Firm's CUBS database. This policy extends to all Employees of the Firm's Fees and Fines Division and outlines the responsibilities of each Employee in their various roles.

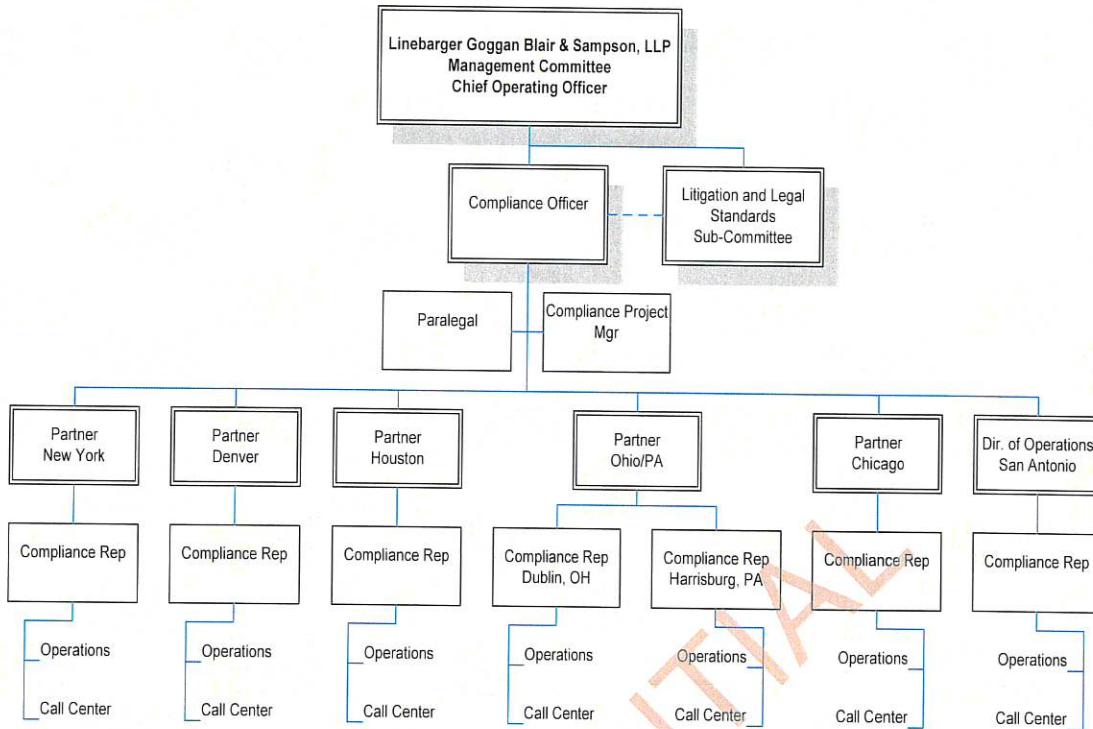
3. General

The Firm will conduct the Fees and Fines Division's business in full compliance with both the spirit and letter of all applicable local, state and federal laws, rules and regulations. It is understood that the vast majority of debts collected by the Fees and Fines Division are not consumer transactions and are not subject to FDCPA.

Beyond legal compliance, it is the responsibility of all employees to observe the highest standards of business and personal ethics in discharging their duties and responsibilities.

4. Responsibilities

The roles and responsibilities of various members of the Firm are described in the Definitions of this document. The following is a basic structure of the Fees and Fines Division



5. Disciplinary and Remedial Action

In collaboration with the Human Resources Department, any violation of these Policies and Procedures will subject the Employee to progressive remedial action, including immediate termination.

6. Record Retention

The Human Resources Department shall note any confirmed violation of this policy by any employee in the employee's personnel record.

Records pertaining to this policy will be retained in the appropriate form and for the duration required under state and/or federal law, by the Fees and Fines Division or Human Resources Department.

Policy 1.2 - Management Committee Oversight

1. Purpose

The purpose of this policy is to establish the role of the Firm's Management Committee (MC) with regard to the Firm's Compliance Management System and the requirements imposed by the CFPB.

2. Scope

This policy extends to all members of the MC and outlines the responsibilities they have assumed in order to drive compliance throughout the organization, manage human and financial compliance resources, manage Debtor complaints and prevent Debtor harm.

3. General

The Firm's MC meets regularly with the Chief Operating Officer and the Chief Compliance Officer to receive reports, receive training, review and approve policies and procedures, analyze complaints and direct the compliance audit functions of the Firm.

4. Procedure

The MC shall meet at least quarterly by conference call or live meeting.

The MC shall appoint a Chief Compliance Officer with adequate training and experience to meet the specific needs of the Firm.

The Firm's Management Committee, seeks to instill a culture of compliance throughout the organization. As such, the MC has tasked the Litigation & Legal Standards Committee with ensuring the Firm supports a culture of compliance; effectively manages its compliance management system independent from operations; does not engage in collection practices that cause harm to Debtors; and complies with federal and state laws, regulations and CFPB requirements.

The MC shall receive annual training on its role and corresponding responsibilities to drive compliance throughout the Firm.

The MC shall review and approve all compliance related policies and procedures of the Firm. The date of the approval will be included in the policy and recorded in the minutes of the meeting at which the policy was approved.

Upon the advice of legal counsel, an internal or external auditor, and/or the Chief Compliance Officer, the MC shall ensure the policies and procedures are current and consistent with the services provided by the Firm.

The MC shall commit adequate human and financial resources to compliance activities.

The MC shall receive compliance and Debtor complaint reports from the Chief Compliance Officer at each meeting.

The MC shall ensure management communicates and documents its compliance expectations throughout the organization on an ongoing basis.

The MC shall follow up on compliance issues to ensure appropriate action has been taken.

The MC shall be responsible for the Firm's need to react to changes in the market, law and regulation, new technologies and CFPB requirements and devote appropriate resources.

The MC shall mandate an annual internal audit of the Firm's compliance management system, compliance program and Debtor complaint management program, receive and review the assessment report and make appropriate changes to bring the organization into compliance.

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Policy 1.3 - Compliance Management System

1. Purpose

The purpose of this policy is to establish the system by which the Firm implements and manages its Compliance Management System (CMS). CMS is critical to business strategy and operations because weaknesses in a CMS can result in violations of law or regulation and associated harm to consumers. The Firm will seek to comply with Federal consumer financial laws and appropriately address and prevent violations of law and associated harms to consumers through its CMS.

2. Scope

The Firm uses its CMS to:

- Establish its compliance responsibilities;
- Communicate those responsibilities to employees;
- Ensure responsibilities for meeting legal requirements and internal policies are incorporated into business processes;
- Review operations to ensure responsibilities are carried out and legal requirements are met; and
- Take corrective action and update tools, systems, and materials as necessary.

3. General

The Firm's CMS includes four components:

- Management Committee oversight;
- Compliance program;
- Consumer complaint management; and
- Compliance audits.

4. Procedure

I. Roles and Responsibilities

Management Committee Oversight – The Firm's Management Committee is composed of individuals who are Capital Partners of the Firm. The MC has assumed responsibility for driving compliance throughout the organization. In collaboration with senior management, the MC shall allot sufficient human and financial resources to support the CMS and oversee the management of consumer complaints.

Litigation and Legal Standards Sub-Committee – Under the authority of the MC, the Firm shall maintain the Litigation and Legal Standards Committee. The Litigation and Legal Standards Sub-Committee shall establish the compliance responsibilities and ensure the CMS addresses the legal and compliance requirements associated with the services provided. The Litigation and Legal Standards Sub-Committee will regularly meet to review and update internal policies; establish procedures to ensure policies are incorporated into the business processes; review operations to ensure compliance responsibilities are carried out and legal requirements are met; take corrective action and update tools, systems, and materials as necessary. The Litigation and Legal

Standards Sub-Committee shall also be responsible for implementing necessary changes within the Firm in response to its analysis of Debtor complaints.

Chief Compliance Officer – The Chief Compliance Officer will oversee and be accountable for the Firm's CMS. The Chief Compliance Officer will serve as the Co-chair of the Litigation and Legal Standards Sub-Committee and report regularly to the MC.

All Staff – The Firm shall implement training and testing, monitoring and corrective action programs to ensure each member of the staff is responsible for maintaining compliance with our policies and procedures and consumer financial laws and regulatory requirements.

II. Compliance Program:

The Firm's compliance program is a compilation of interdependent processes to maintain compliance with consumer financial laws and regulatory requirements. The Chief Compliance Officer is responsible for maintaining and implementing the compliance program.

Policies and Procedures – The Firm shall adopt policies and procedures that support its compliance with federal consumer financial laws, state law, any corresponding regulations, and state licensing and bond requirements.

Laws and Regulatory Requirements - The Chief Compliance Officer shall employ a process to monitor and report changes in federal and state laws, legal decisions and regulatory requirements that impact the Fees and Fines Division. As necessary, the Chief Compliance Officer shall consult with external legal counsel regarding the applicability of any noted changes to our organization's policies, procedures or operations.

Vendor and Service Provider Management – The Firm's policies, procedures and training program shall extend to its third party relationships with vendors and service providers that have access to debtor information. (For example, vendors that handle letters, skip tracing and payment processing.) Such policies, procedures and training shall be designed to ensure vendors and service providers comply with legal obligations applicable to them or to the Firm.

Changes to Services, Technology or Third Party Relationships – Before offering a new service, expanding into a new market segment, adding new technology that may directly or indirectly impact Debtors or Debtor data or entering into new third party relationship, the Chief Compliance Officer and the Litigation and Legal Standards Sub-Committee shall conduct a review of such changes to identify risks, the need for new or updated policies and procedures, the need for new contract requirements and the need for other operational changes in the organization.

Branches and Business Units – The Firm's Compliance Management System, including but not limited to its policies, procedures and training program shall apply to the Firm's Fees and Fines Division.

Training and Testing – Education of the Firm's MC, management and staff is essential to maintaining an effective compliance program. The MC will receive sufficient information to enable them to understand the Firm's responsibilities and the commensurate resource requirements. Requirements for compliance with Federal consumer financial laws, including prohibitions against unlawful discrimination and unfair, deceptive, and abusive acts and practices, will be incorporated into training for all relevant officers and employees, including audit personnel.

Collection Notice Review – Electronic and written collection notices and Debtor communications shall be reviewed and approved by the Firm's Litigation and Legal Standards Sub-Committee.

Monitoring and Corrective Action – In order to identify procedural or training weaknesses in our CMS, the Firm will regularly monitor Debtor transactions and other Debtor contacts to ensure they are handled according to the our policies and procedures at a high level of compliance. Monitoring and the corresponding corrective action shall be performed at the direction of the Chief Compliance Officer and may be carried out by the various business units including the Compliance Department on a monthly basis. The results of monitoring will be examined by the Litigation and Legal Standards Committee to identify any weaknesses in our CMS and take timely corrective action. Findings will be escalated to the MC as appropriate.

Monitoring, testing and corrective action reports covering potential unfair, deceptive, or discriminatory practices or related matters that pose heightened risks to Debtors shall be maintained by the Chief Compliance Officer reviewed by the Litigation and Legal Standards Sub-Committee and escalated to the MC as appropriate.

III. Consumer Complaint and Litigation Management:

The Firm's CMS includes Debtor complaint management. A Debtor complaint is defined as action taken by a Debtor where the Debtor claims the Firm acted in violation of a local, state or federal law, rule or regulation. Debtor complaints may be received from a number of sources including but not limited to, state regulators, state attorney generals, licensing and registration agencies, the CFPB's Consumer Complaint Portal, Debtors and Debtor attorneys both orally and in writing. The Chief Compliance Officer will develop, implement and maintain a responsive Debtor complaint handling process. Debtor complaints will be recorded and categorized. A timely response will be provided.

Complaint data and individual cases will drive adjustments to business practices. The Firm's training, testing and monitoring programs and corrective action will be taken as appropriate. Intelligence gathered from Debtor complaints will be organized, retained, and used to improve the CMS.

IV. Compliance Audit:

The MC shall require an internal audit of the Firm's CMS at least annually. The audit shall be independent of both the compliance program and business functions. The purpose of this audit is to provide the MC with a determination of whether the policies and standards it has adopted for compliance are being implemented at a sufficient level and degree. The audit should also identify any significant gaps in Firm policies and procedures, determine the level of compliance with Federal consumer financial laws and the level at which the Firm adheres to internal policies and procedures.

Following each audit, the MC will receive copies of the audit reports in a timely manner. The MC and the Chief Compliance Officer shall be responsible for ensuring the results of the audit lead to appropriate, timely corrective action. All corrective actions will be tracked and recorded. Delays in an appropriate response by management or lack of corrective action will be escalated to the MC by the Chief Compliance Officer. This is a confidential and proprietary document containing attorney work product. It is owned and controlled by Linebarger Goggan Blair & Sampson, LLP. It is for internal use only and cannot be distributed or reproduced without prior express written consent. Any government mandated reports, as well as any internal monitoring, testing, evaluations and/or corrective actions, performed in compliance with these Policy and Procedures shall be construed by the Firm as documents protected by the self-critical analysis privilege and shall be protected from disclosure to the fullest extent of the law.

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Policy 1.4 - Compliance Committee

1. Purpose

The purpose of this policy is to document the process by which an organizational committee of the Firm will be seated and function and the principles upon which the committee will operate.

2. Scope

The Firm's Management Committee, seeks to instill a culture of compliance throughout the organization. As such, the MC has tasked the Litigation & Legal Standards Sub-Committee with ensuring the Firm supports a culture of compliance; effectively manages its compliance management system independent from operations; does not engage in collection practices that cause harm to consumers; and complies with federal and state laws, regulations and CFPB requirements.

3. Procedure

Type of Committee – Standing

Committee Established by – Management Committee

Committee Co-Chair - Chief Compliance Officer

Number of Members and Term – A minimum of seven voting members appointed by the Management Committee. Each member serves at the pleasure of the MC for an indefinite term. Members of this committee will include:

- Management Committee Member (minimum of 1)
- Chief Operating Officer (non-voting)
- General Counsel (non-voting)
- Chief Compliance Officer
- Attorneys

Quorum - Majority of the seated voting members.

Primary Responsibilities -

- Review, validate and update policies and procedures for approval by the Management Committee;
- Review, analyze complaints, disputes and audit findings and take appropriate corrective action;
- Monitor, validate and update the internal controls used by the Firm to ensure compliance with its policies and procedures, laws and regulations and CFPB requirements;
- Periodically assess operational risk in terms of compliance and security;
- Oversee Firm's role based, compliance training program;
- Report successes, resource needs, nonconformities and compliance related issues to the MC;

- Carry out action items as directed by the MC and inform the MC of the status and completion thereof.

Meeting Requirements – The committee shall meet live or via conference call as needed, but at minimum annually.

The Chief Compliance Officer will create and distribute a meeting agenda and all supporting documentation to committee members at least three business days in advance of the meeting. At a minimum, the agenda will include a review of complaints and litigation; compliance non-conformities; training and testing results; and action items as directed by the Management Committee.

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Policy 2.1 - Qualifications, Background Check, Drug Testing

1. Purpose

The purpose of this policy is to ensure all Employees are free of disqualifying activity at the time of hire and throughout the term of their employment.

2. Scope

This policy describes the Firm's objectives and policies regarding the process used to screen individuals for disqualifying activity and the use of such information.

- This policy applies to all candidates offered a position, rehires and Employees, including management.
- Disqualifying activity includes charges involving robbery, forgery, fraud, burglary, embezzlement, all types of theft, repeated misdemeanors, crimes of moral turpitude generally, and drug trafficking.
- This policy is in effect at all times.
- The screening covers the seven years prior to the date of the application or rehire and annually thereafter at the discretion of the Firm.
- All candidates must have a satisfactory background check in order to be employed and to maintain employment.

3. General

The Firm requires all candidates offered a position, and prior to being given access to the Firm's systems or the collection floor, to be prescreened. The prescreening process will include, but is not limited to, a background check for disqualifying activity. A drug test may be required based on individual office policy.

Only approved individuals are given access to the Firm's networks, sensitive data and systems based upon role based requirements.

All reports for the Firm are done utilizing a Social Security Trace. This information is necessary to provide the previous addresses where an applicant/employee has worked or resided over the FCRA Reporting Period for the purpose of conducting criminal searches in those jurisdictions.

Each position shall have a job description that includes the duties to be performed and the minimum qualifications, education and experience necessary to successfully perform the required job duties.

4. Procedure

The Firm's employment application includes a separate and distinct written authorization each applicant must sign as documentation of their consent to having the Firm verify and investigate the information the individual provided on the application and conduct a background check.

Policy 2.2 - Training and Testing

1. Purpose

The purpose of this policy is to establish the process by which the Firm implements and manages its compliance training and testing program at all levels of the organization. The Firm's compliance training and testing program is designed to reinforce the policies and procedures, help identify individual and systemic areas of weakness and drive improvements to the compliance training and testing program.

2. Scope

Compliance training and testing is required of all members of the Management Committee, Capital Partners, Employees, Vendors and Service Providers, commensurate with their roles and responsibilities and access to Debtor data or Debtors.

The Firm's compliance training and testing program includes the following subject areas:

CFPB Compliance; Complaint Management; Fair Debt Collection Practices Act; Telephone Consumer Protection Act; Unfair, Deceptive, Abusive Acts and Practices; Vendor Management and Oversight; and related policies and procedures.

3. Procedure

The Firm is committed to the ongoing training and personal development of each of its employees throughout the term of their employment.

Training

Collection Personnel:

Firm Employees who will have contact with Debtors relating to the Call Center's attempt to collect outstanding Debts shall attend forty (40) hours of training conducted prior to having contact with Debtors. The curriculum for the training shall be reviewed and approved by the Manager. The training materials shall be developed by the Call Center's training staff in conjunction with Compliance Department using both internal and external resources. The Firm may purchase training materials from outside sources when appropriate.

Training shall include a minimum of sixteen (16) hours on FDCPA, more restrictive state collection law, and other law relating to the collection industry. The remainder of the initial training shall be devoted to topics which include, but are not limited to, privacy, telephone skills, listening skills, leaving of messages, collection system training, client specific training, Firm policy, and such other topics as may be deemed appropriate from time to time.

Periodic Training

The Call Center shall provide periodic training on various topics to its Employees. In addition to periodic training, Employees who have contact with Debtors relating to the

Firm's attempt to collect outstanding Debts shall retest annually on the FDCPA and provide follow up training as needed.

Testing

New Employees – Collection Personnel

Following his or her initial training on the FDCPA, more restrictive state collection law, and other law relating to the collection industry, each new collection Employee shall be tested on the materials covered. The minimum acceptable test score is 80%. Follow up training will be given to each Employee regarding any incorrect test answer. Any new collection Employee who fails to obtain a score of 80% on the test shall be given one opportunity to retest following the review. Any new Employee who fails to obtain a minimum score of 80% on the retest shall be terminated. The results of the test(s) shall be entered in the Employee's training record. Each new collection Employee shall be tested on the covered materials annually thereafter.

Manager Training

In addition to the initial training received by all Employees, Employees with the classification of Assistant Manager or above and all other Employees who have employees reporting to them, regardless of title, shall attend management training. The curriculum for the training shall be reviewed and approved by the Chief Compliance Officer. The initial training shall include segments on people skills, managing people, policies and procedures, documentation and discipline, sexual harassment, financial reporting, human resources issues, and client specific requirements. In addition to the training segments, on the job training will be provided based on the Employee's specific job assignment.

Non-Collection Employees

The Firm shall provide job specific training to non-collection Employees as circumstances require. Such training shall be based upon job function, technology training and continuing education requirements for the specific job function, and current law relating to the individual Employee job assignment.

Training Records

The Call Center shall maintain a training record for each Employee. The manager shall be responsible for updating each Employees training record as training is completed.

Policy 3.1 – Regulatory Compliance

1. Purpose

The purpose of this policy is to establish guidelines for Firm compliance with federal, state and local law requirements regarding collecting from debtors.

2. Scope

The Firm will strictly adhere to all applicable federal, state and local law requirements regarding collecting from debtors.

3. Procedure

The Firm shall train and instruct Employees on the provisions of federal, state and local law relating to the collection of Debts. The Firm will provide printed, or online, materials to be used by its Employees which detail the requirements of the acts listed below and state requirements. The Firm shall also establish systemic controls that will ensure the Firm's computer and automated processes will comply with the acts listed below and state requirements.

Fair Debt Collection Practices Act

The Federal Fair Debt Collection Practices Act 15 USC §1692 et seq. regulates third party debt collection practices regarding collection of defaulted debts incurred for personal, family or household purposes. The FDCPA applies to all collection actions, except to the extent that state law is more restrictive. Each Firm Employee is expected to abide by the requirements of the FDCPA and the various state collection practices statutes. Firm Employee is defined as employees of the Firm's Fees and Fines Division.

Firm Employees are required to attend training on FDCPA and state law prior to being allowed to contact consumers regarding their outstanding debts. Additionally, all collection personnel are required to pass an FDCPA and state law test administered by the Firm following training and on an annual basis thereafter.

Any violation of the FDCPA or state collection law by an Employee shall subject the offending employee to disciplinary action up to and including immediate discharge.

United States Bankruptcy Code

The Bankruptcy Code, found in Title 11 of the United States Code, provides protections for debtors. 11 USC §362 establishes an automatic stay that prohibits certain actions to collect a debt during the pendency of a case. The discharge injunctions prohibit the collection of certain debts once the case is complete. 11 USC § 524. Upon being notified that a debtor has filed for bankruptcy protection, the Firm will take the necessary steps to ensure it does not violate the automatic stay or the discharge injunction if applicable.

Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940, 50 USC §3901 et seq.) was enacted in 2003 to alleviate some of the

financial burden of loans, and lines of credit for persons on active duty in the United States military. SCRA provides service members relief from certain civil obligations, temporarily suspends judicial and administrative proceedings and transactions involving civil liabilities. It is the policy of the Firm to comply with all applicable provisions of the SCRA.

Telephone Consumer Protection Act

The Telephone Consumer Protection Act of 1991 restricts telephone solicitations and the use of automated telephone equipment. 47 U.S.C. §227. TCPA limits the use of automatic dialing systems, artificial or prerecorded voice messages, SMS text messages, and fax machines. It also specifies several technical requirements for fax machines, autodialers, and voice messaging systems—principally with provisions requiring identification and contact information of the entity using the device to be contained in the message. Not all provisions of TCPA apply to debt collections but it is the policy of the Firm to comply with all that are applicable.

Electronic Funds Transfer Act

The Electronic Funds Transfer Act regulates electronic payments such as debit cards, checks by phone and automated bill payment. 15 USC §1601. The Firm will comply with all provisions of EFTA and Reg. E in a timely manner, including, but not limited to requirements on:

- Timing and content of disclosures, statements, and notices
- Preauthorized transfers
- Unauthorized electronic fund transfers
- Error resolution and
- Recordkeeping

Gramm-Leach Bliley Act

The Gramm-Leach Bliley Act was enacted to require “Financial Institutions”, as defined in the GLB, to limit the sharing of Non Public Personal Information of their Customers; to provide notice of the Financial Institutions Privacy Policy to its Customers, if applicable; and to enact standards to insure the safeguarding of its Customer Non Public Personal Information. The Firm does not meet the definition of Financial Institution and are therefore are not governed by certain requirements of GLB.

Fair Credit Reporting Act

The Fair Credit Reporting Act is a federal law that regulates how consumer reporting agencies use consumer information. Enacted in 1970 and substantially amended in the late 1990s and again in 2003, the FCRA, among other things, restricts who has access to your sensitive credit information and how that information can be used. It is the policy of the Firm to not report accounts to the credit bureaus and to not request credit reports from credit bureaus.

State Laws

The Firm recognizes that some states have enacted laws which are more restrictive than the FDCPA. Firm employees shall be instructed to follow state law relating to collection efforts in dealing with consumers where the laws of the state in which that consumer lives are more restrictive than the FDCPA.

IRS Regulation 1075

Safeguarding Federal Tax Information (FTI) is critically important to continuously protect taxpayer confidentiality as required by Internal Revenue Code 6103. FTI may consist of tax returns or return information and may contain personally identifiable information. IRS Publication 1075 provides guidance to ensure the policies, practices, controls and safeguards employed by recipient agencies adequately protect the confidentiality of FTI. Access to FTI is permitted only to individuals who require the FTI to perform their official duties and as authorized under the Internal Revenue Code. The Firm will comply with the requirements of 1075.

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Policy 3.2 - Unfair, Deceptive and Abusive Acts or Practices

1. Purpose

The purpose of this policy is to prevent the Firm, its Employees and its service providers from engaging in acts or practices related to the collection of Consumer debt that could, depending on the facts and circumstances, constitute an unfair, deceptive or abusive act or practice as prohibited by the Dodd-Frank Act (UDAAP) and the FDCPA.

2. Scope

UDAAPs can cause significant financial injury to consumer, erode Consumer confidence, and undermine fair competition in the financial marketplace. As a third party debt collector, the Firm and our service providers are subject to the prohibition against UDAAPs in the Dodd-Frank Act. UDAAPs can result from three different categories of acts or omissions:

- Unfair Acts or Practices – An act or practice is unfair when:
 - (1) It causes or is likely to cause substantial injury to Consumer;
 - (2) The injury is not reasonably avoidable by Consumer; and
 - (3) The injury is not outweighed by countervailing benefits to Consumer or to competition.
- Deceptive Acts or Practices - An act or practice is deceptive when:
 - (1) The act or practice misleads or is likely to mislead the Consumer;
 - (2) The Consumer interpretation is reasonable under the circumstances; and
 - (3) The misleading act or practice is material.
- Abusive Acts or Practices - An act or practice is abusive when it:
 - (1) Materially interferes with the ability of a Consumer to understand a term or condition of a Consumer financial product or service; or
 - (2) Takes unreasonable advantage of –
 - (a) a Consumer lack of understanding of the material risks, costs, or conditions of the product or service;
 - (b) a Consumer inability to protect his or her interests in selecting or using a consumer financial product or service; or
 - (c) a Consumer reasonable reliance on a covered person to act in his or her interests.

3. Procedure

Chief Compliance Officer – The Chief Compliance Officer will develop and implement the Firm's UDAAP Compliance Program and will ensure proper, role based, UDAAP training is conducted annually for all staff, executive management, service providers and the Management Committee.

Unless otherwise required by this policy, the Litigation and Legal Standards Subcommittee, under the direction of the Chief Compliance Officer will meet at least annually to review all complaints, litigation, administrative actions filed against the Firm in light of UDAAP considerations and to ensure the Firm has monitoring systems in place to prevent unfair, deceptive or abusive acts or practices.

Fair Access to Call Center – Communication with Consumers in connection with the collection of Debt is fundamental to the Firm’s business. This means Consumer who call the Firm must have ready access to our call center and any call centers with which we contract for services and we in turn must promptly respond to their calls.

To ensure the Firm meets these expectations, the Chief Operating Officer or his or her designee shall, at all times during which the Firm is open for business or otherwise receives Consumer calls, employ a process by which call waiting times are monitored and addressed so as to achieve the Firm’s goal of connecting 95% of Consumers per day to a live operator within 3 minutes or providing the opportunity to leave a voice message and receive a call back within 48 hours. This goal shall be applied to all incoming lines including any bilingual lines.

Identifying UDAAP - Depending on the facts and circumstances, the following non-exhaustive list of examples of conduct related to the collection of Consumer debt could constitute UDAAPs. The Chief Compliance Officer shall be responsible for instituting a training, audit and control program to prevent any of these possible UDAAP violations from occurring.

- Collecting or assessing a debt and/or any additional amounts in connection with a debt (including interest, fees, and charges) not expressly authorized by the agreement creating the debt or permitted by law.
- Failing to post payments timely or properly or to credit a Consumer account with payments that the Consumer submitted on time and then charging late fees to that Consumer.
- Taking possession of property without the legal right to do so.
- Revealing the Consumer’s debt, without the Consumer’s consent, to the Consumer’s employer and/or co-workers unless required to do so in the context of a legal proceeding.
- Falsely representing the character, amount, or legal status of the debt.
- Misrepresenting that a debt collection communication is from an attorney.
- Misrepresenting that a communication is from a government source or that the source of the communication is affiliated with the government.
- Misrepresenting whether information about a payment or nonpayment would be furnished to a credit reporting agency.
- Misrepresenting to consumers their debts would be waived or forgiven if they accepted a settlement offer, when this statement is in fact not true.
- Threatening any action that is not intended or the Firm is not authorized to pursue, including false threats of lawsuits, arrest, prosecution, or imprisonment for non-payment of a debt.
- Representing fees or charges on collection notices in a manner that is misleading.
- Applying payments in a manner that increases the amount or total number of Consumer payments without clear justification.
- Charging consumers fees they have not agreed to pay.

- Failing to indicate to Consumers that Firm Employees are calling about the collection of a debt.
- Disclosing the existence of a Consumer's debt to a third party without the consent of the Consumer unless permitted by law.
- Making repeated telephone calls to Consumers with the intent to annoy, abuse, or harass any person at the number called.

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Policy 3.3 – Attorney Supervision and Active Participation

1. Purpose

The purpose of this policy is to establish the role of Attorneys in the collection of fees and fines in compliance with the Rules of Professional Conduct.

2. Scope

This policy extends to all attorneys of the Firm who represent clients in the Fees and Fines Division. These rules apply to all debt types and are not limited to consumer transactions. (In the case of FDCPA Debts, this policy provides ethical guidance that is part of the Firm's adherence to the FDCPA standard of meaningful attorney involvement.)

3. General

The State Bar and the Rules of Professional Conduct/Responsibility impose upon attorneys the duties of diligence and competence. In addition, the Rules of Professional Conduct require an attorney to supervise nonlawyers and actively participate in matters as described in this policy.

I. Attorney Supervision

The Model Rules of Professional Conduct, Rule 5.3 discusses the responsibility regarding nonlawyer assistance. Lawyers must give their nonlawyer staff appropriate instruction and supervision concerning ethical aspects of their employment.

Rule 5.3 Responsibilities Regarding Nonlawyer Assistance

With respect to a nonlawyer employed or retained by or associated with a lawyer:

- (a) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the *person's conduct is compatible with the professional obligations of the lawyer*;
- (b) a lawyer having *direct supervisory authority* over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and
- (c) a lawyer shall *be responsible for conduct* of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:
 - (1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or
 - (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

II. Active Participation

The Model Rules of Professional Conduct, Rule 5.5 discusses the unauthorized practice of law and multijurisdictional practice of law. The lawyer admitted to practice law in the jurisdiction must actively participate in and share the responsibility for the representation of the client.

Rule 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice Of Law

- (a) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.
- (b) A lawyer who is not admitted to practice in this jurisdiction shall not:
 - (1) except as authorized by these Rules or other law, establish an office or other systematic and continuous presence in this jurisdiction for the practice of law; or
 - (2) hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.
- (c) A lawyer admitted in another United States jurisdiction, and not disbarred or suspended from practice in any jurisdiction, may provide legal services *on a temporary basis* in this jurisdiction that:
 - (1) are undertaken in association with a lawyer who is admitted to practice in this jurisdiction and who *actively participates* in the matter;
 - (2) are in or reasonably related to a pending or potential proceeding before a tribunal in this or another jurisdiction, if the lawyer, or a person the lawyer is assisting, is authorized by law or order to appear in such proceeding or reasonably expects to be so authorized;
 - (3) are in or reasonably related to a pending or potential arbitration, mediation, or other alternative resolution proceeding in this or another jurisdiction, if the services arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice and are not services for which the forum requires pro hac vice admission; or
 - (4) are not within paragraphs (c)(2) or (c)(3) and arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice.
- (d) A lawyer admitted in another United States jurisdiction or in a foreign jurisdiction, and not disbarred or suspended from practice in any jurisdiction or the equivalent thereof, or a person otherwise lawfully practicing as an in-house counsel under the laws of a foreign jurisdiction, may provide legal services through an office or other systematic and continuous presence in this jurisdiction that:
 - (1) are provided to the lawyer's employer or its organizational affiliates, are not services for which the forum requires pro hac vice admission; and when performed by a foreign lawyer and requires advice on the law of this or another U.S. jurisdiction or of the United States, such advice shall be based upon the advice of a lawyer who is duly licensed and authorized by the jurisdiction to provide such advice; or
 - (2) are services that the lawyer is authorized by federal or other law or rule to provide in this jurisdiction.
- (e) For purposes of paragraph (d):
 - (1) the foreign lawyer must be a member in good standing of a recognized legal profession in a foreign jurisdiction, the members of which are admitted to practice

as lawyers or counselors at law or the equivalent, and subject to effective regulation and discipline by a duly constituted professional body or a public authority; or,

(2) the person otherwise lawfully practicing as an in-house counsel under the laws of a foreign jurisdiction must be authorized to practice under this rule by, in the exercise of its discretion, [the highest court of this jurisdiction].

4. Procedure

As to each Firm client, an Attorney who is licensed to practice law in the state where the claim arose shall, at a minimum, do the following:

- (1) Have supervisory authority for the accounts of the client;
- (2) Review the accuracy and reliability of data provided by the client as necessary;
- (3) Participate in the drafting and approval of all letter templates;
- (4) Receive notice of all accounts that are loaded and resolutions of any rejections of loads;
- (5) Receive notice that template letters are generated for a mailing;
- (6) Ensure that all file review processes are followed;
- (7) Review and approve all scripts to be used for oral communication with debtors;
- (8) Review call recordings and supervisor score sheets on a regular basis. Make comments and recommendations as appropriate;
- (9) Be the point of contact to review and respond to regulatory complaints;
- (10) Accept and return phone calls as necessary and appropriate;
- (11) Receive and review all internal audit reports, participate in plan of action to address any items identified; and
- (12) Review IOLTA accounts and reconciliations.

Policy 3.4 – Meaningful Attorney Involvement

1. Purpose

The purpose of this policy is to establish the role of Attorneys in the collection of FDCPA Debt for the Fees and Fines Division.

2. Scope

The Firm will adhere with the requirements and restrictions of the FDCPA. This policy extends to all attorneys of the Firm who represent FDCPA clients in the Fees and Fines Division.

3. General

The Firm will conduct the Fees and Fines Division in compliance with the requirements of the FDCPA for FDCPA Debt. Section 807(3) of the FDCPA prohibits “the false representation or implication that any individual is an attorney or that a communication is from an attorney.” Courts have clarified the meaning of §807(3) and found that in order for a letter to be “from an attorney”, the attorney sending the letter must be “meaningfully involved” in the decision to draft and send the letter. However, the use of a disclaimer, has been recognized to be in compliance with the FDCPA such that meaningful attorney involvement is not required to send letters. Additionally, courts have found that the language of §807 of the FDCPA is broad enough to encompass a civil complaint, and that the filing of a court complaint without meaningful attorney involvement is a violation of the FDCPA.

4. Procedure

I. Letters

The Litigation & Legal Standards Sub-Committee approves all of the FDCPA letters sent from the Firm. The letters do not include the signature of an attorney (except in Florida where it is required by the state bar). The first paragraph of all of the Firm’s FDCPA letters must include the following disclaimer on the front side of the letter:

This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. This is NOT a threat to file a lawsuit. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Notwithstanding any disclaimer of individual review, all files shall be handled in accordance with the Firm’s Attorney Supervision and Active Participation Policy.

II. Litigation

An Attorney who is licensed to practice law in the state where the client is located will be meaningfully involved in any litigation.

In order to initiate litigation, the Firm must have in its possession Original Account-Level Documentation. The CFPB defines Original Account-Level Documentation as (i) any documentation that a creditor provided to a consumer about a debt; or (ii) a complete transactional history of a debt created by the creditor.

The Attorney who signs the court complaint should:

- (1) Review the Original Account-Level Documentation;
- (2) Review a document signed by the debtor, documentation of a purchase, a payment, or the equivalent of a purchase (for example, proof that the debtor used a toll road, parking space or library book, etc.);
- (3) Confirm that the applicable statute of limitations has not expired;
- (4) Confirm that the debt is not subject to a pending bankruptcy or discharged in bankruptcy;
- (5) Confirm the correct identity and current address in order to select the appropriate venue; and
- (6) Review the electronic record of the account and create a record that the Attorney has accessed and reviewed the consumer file and the Original Account Level Documentation.

III. Oral Communications

When an Employee is communicating with a Debtor regarding an FDCPA Debt, and an Attorney has not reviewed the particular FDCPA Debt, the Employee shall not:

- (1) State or imply that a phone call is from or on behalf of an attorney;
- (2) Refer to "attorneys" or a "law firm" in an automated message;
- (3) State or imply that an attorney has reviewed the FDCPA Debt;
- (4) State or imply that the law firm may file a lawsuit or take legal action; or
- (5) Be misleading when identifying their job title.

Policy 4.1 - Physical Security

1. Purpose

The purpose of this policy is to ensure Debtor, client and employee data as well as financial, accounting and proprietary information owned, controlled or accessed by the Firm and its Employees is properly secured and protected from intrusion or theft.

2. Scope

This policy applies to all employees, visitors, interns and service providers.

This policy applies to the physical premises occupied by the Firm including any branch office locations.

Physical premises include but is not limited to the brick and mortar space the Firm occupies, its computers, dialers, software applications, the cloud, off site and off shore locations, its phone systems, its web presence, the intranet, Firm owned cell phones, client and Debtor data and all other assets of the Firm located on the premises.

3. General

The Firm shall secure its premises, its consumer, client and employee data and its financial accounting and proprietary information from unauthorized access by any person.

4. Procedure

Access to Computers, Applications and Systems – Employees shall be provided a password and access to the Firm's computer systems following completion of their new-hire training. In order to maintain the security of its systems, Debtor and client information and other proprietary or confidential information, the Firm will require employees to change their password every 90 days. In addition, computer terminals will automatically enable the screen saver requiring the password to access after 15 minutes of no activity. Employees are expected to manually enable the screen saver on their computers before leaving their station, desk, cube or office for any reason.

Access to Premises – All employees who work in buildings where this technology exists, will be provided a security key card which they must use to access the building. Employees must swipe the card upon entry of the building. When two or more employees enter the building they must each swipe their security card to record their entry.

Nonemployees may only enter the premises through the front door. Employees may not provide access to nonemployees through any entry and shall direct nonemployees to the front entry where they will be asked to provide identification.

Cameras – Surveillance cameras will be positioned and monitored at all entry points to the premises and where payments are processed. Employees should have no expectation of privacy in these areas.

Clean Desk – To prevent the misuse or misappropriation of consumer, client or other confidential information, no employee on the collection floor may have recording technology (including cell phones with or without photographic capabilities) on or within the vicinity of their desk or accessible to them while on the collection floor.

Post Office Box – the Firm utilizes Post Office Boxes. Access to the post office box is limited to preauthorized personnel.

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Policy 4.2 - Document Retention and Destruction

1. Purpose

The purpose of this policy is to establish protocols for the retention and destruction of Firm documents, electronic files, intellectual property and client and Debtor account information.

2. Scope

This policy extends to all paper and electronic information and documents stored on site, off site or in the cloud. Such information and documents will be maintained and preserved to comply with the most stringent of all legal requirements, including; federal regulations, state regulations, client contract requirements and third party contract requirements.

Notwithstanding the provisions of this policy, in no instance shall any information or documents be destroyed upon receipt of notice of litigation, pending litigation or in anticipation of litigation.

3. General

This policy creates a framework for the Firm's information and document retention requirements and addresses how and when information and documents in the possession and control of the Firm will be destroyed.

In general, all paper and electronic documents within the possession or control of Firm whether on site, off site or in the cloud [herein after referred to as Firm Records] will be managed in accordance with this policy.

4. Procedure

The Firm shall maintain its records for the period set forth herein, unless a different period of time is set forth in a specific policy of the Firm.

Financial Records – Hard Copy

Financial Records shall be retained for the period required by law or by contract but in no event less than 7 years from the date of creation. Hard copies of accounting data, including remittances, invoices, phone pay forms, banking records and monthly financial statements shall be assembled each month and shall be stored in the Firm's secure file storage area. The outside of the file boxes shall be clearly marked with the month and year and the data stored inside the box. To the extent that hard copy records can be electronically stored, such records may be destroyed upon verification that electronic copies of such records exist.

Financial Records – Electronic Media

Financial Records stored on electronic media shall be maintained on the Firm's computer systems. The data shall be backed up as part of the daily, weekly and monthly data backup process. A copy of the backup shall be maintained in a secure off site location. The monthly backup shall be retained for the period required by law or by

contract but in no event less than a period of seven (7) years from creation. The backup media shall be clearly labeled as to the date of creation, the period covered and the type of data maintained.

Consumer Account Records:

Consumer account records shall be maintained on the permanent data storage devices of the Firm's computer system in an electronic format. The full electronic file on each account (placement information, skip tracing information, accounting data, account notes, payment information, contact notes, lawsuit and judgments, and close and return information) on each account shall be maintained on the Firm's computer system for a period of one year following completion of the contract, unless the client's contract stipulates a longer period. Thereafter the record shall be archived on removable electronic media. An identification account record shall remain on the Firm's computer collection system which provides the name of the consumer, the consumer account number, and to the archive media where the full record is stored.

Compliance Records:

Compliance records created for the purpose of determining and measuring compliance with applicable laws and regulations shall be maintained for a period of 30 days. These records shall include compliance audit material relating to collection calls, telephone records, telephone logs, and other materials used in monitoring and evaluating collectors' compliance.

Complaints:

All complaints, and the response thereto, received from any federal, state, local, quasi-governmental jurisdiction, or consumers or their representatives, shall be maintained for a period of two years, or such longer time as may be required by applicable law and/or the Firm's professional liability carrier.

Correspondence:

Correspondence shall be reviewed at the time of receipt. Correspondence that claims dispute, requests verification, is a refusal to pay, fraud or identity theft, shall be noted on the Firm's computer system and the matter will be handled in conformance with the Firm's Dispute/Verification policy. Upon resolution of the matter relating to the consumer correspondence, the correspondence shall be scanned and saved to the Firm's computer system or account.

Governmental Agency Complaints:

Any consumer complaint or other correspondence inquiring into the conduct or practices of the Firm which is received from any governmental or quasi-governmental authority shall be referred to the Firm's Chief Compliance Officer. Records of the complaints or inquiry shall be maintained for a period of three years from the date of closure, or such longer time as may be required by applicable law and/or the Firm's professional liability carrier.

Law Suits:

All records of lawsuits against the Firm shall be maintained for a period of three years from the date of closure, or such longer time as may be required by applicable law and/or the Firm's professional liability carrier.

Contracts:

All contracts and other legal agreements which the Firm enters into shall be maintained for a period of three years following the termination of the contract or agreement.

Document Destruction:

Upon expiration of the retention period all records shall be destroyed in conformance with the Disposal Rules adopted by the Federal Trade Commission. Specifically, paper documents shall be shredded at the conclusion of the retention period. Data maintained on electronic media shall be permanently erased from the media at the conclusion of the retention period or the media itself shall be destroyed in a manner that prevents the data from being subsequently used for any purpose. The Firm may use bonded destruction companies to destroy the data.

Destruction Documentation:

1. **Electronic Data:** A listing of all electronic data files, by internal identification number, that are destroyed will be maintained by the Firm for a period of five (5) years. The date, method of destruction, and person in charge of the destruction shall be noted in the destruction record.
2. **Written Documentation:** A listing of destroyed written documentation, by internal identification number, will be maintained by Firm for a period of five (5) years. The date, method of destruction, and person in charge of the destruction shall be noted in the destruction record.

Retention Requirement – Litigation and Investigations:

In the event of notice of litigation or governmental investigation or in the event that the Firm becomes aware of possible litigation or governmental investigation, such fact shall be immediately reported to the Firm's General Counsel and the Chief Compliance Officer. The General Counsel shall provide the COO guidance on what written documents and electronic data must be protected from destruction. The Compliance and Information Technology departments shall be responsible for isolating the written documents and electronic data in a manner that will protect the material from destruction and shall provide the attorney in charge with the original written documentation and data files. To the extent that the materials are maintained in an electronic format, the Information Technology department, shall make a digital copy of such data, and provide it to the attorney in charge. The Compliance Department shall also provide the General Counsel with the destruction records for any relevant records which have been previously destroyed including the date of destruction, and the original of the destruction records. All documents and data retained for purposes of litigation or investigation shall be protected from destruction until such time as written authorization from the General Counsel requesting destruction of the documents or data is delivered to the COO.

Policy 4.3 - Personal Communication Device Usage

1. Purpose

The purpose of this policy is to prevent the unauthorized access and use of Personally Identifiable Information and Protected Health Information under the control of the Firm through the use of personal communication devices. It is also in place to ensure calls to Debtors are not made outside of permitted calling times and call frequency restrictions or other restrictions imposed by law.

2. Scope

This policy describes the Firm's objectives and policies regarding the possession and use of personal communication devices including but not limited to: personal and business cell phones, iPads, iPhones, cameras, wearables and devices that have the capacity to take photographs or record conversations [Communication Devices].

- This policy applies to all Employees, contractors, vendors, visitors and volunteers;
- This policy prohibits possession or use of Communication Devices on the call center floor;
- This policy is in effect at all times.

3. General

Communication devices as defined in this policy are not permitted on the call center floor for any reason. In the event the employee needs to request a waiver of this policy they must do so by submitting a request in writing (email will suffice) to management in advance.

4. Procedure

Before entering the call center floor and for any such period any individual is on the call center floor, the individual shall:

- Store their Communication Device in lockers or similar repositories provided for this purpose or their employee locker; or
- Store their Communication Device in their offices/cubicle located off the call center floor.

Staff members must notify the floor manager immediately upon identifying a Communication Device on the call center floor.

Policy 5.1 - Call Monitoring and Auditing

1. Purpose

The purpose of this policy is to document the rationale and process by which the Firm monitors and audits Employee collection calls.

2. Scope

In order to ensure compliance with the law, client contract requirements and comply with consumer financial laws, the Firm audits a sample of all inbound and outbound Debt collection calls. Call auditing will be conducted internally by collection floor managers and internal auditors. This policy applies to internal call auditing by collection floor managers.

3. General

All inbound and outbound calls may be audited or monitored for quality assurance purposes by the Firm and no Employee shall have an expectation of privacy with regard to any collection calls to which they are a party or made to or from a Debtor in connection with the collection of a Debt. Call auditing results may impact the Employee's compensation and may positively or negatively impact their eligibility for commission and bonus payments, prizes and awards during their employment at the Firm.

Part I of this document pertains to the Firm's call monitoring practices. Part II of this document pertains to the Firm's call auditing practices.

4. Procedure

Part I: Call Monitoring

Federal law and a number of states invoke protections against illegal call interception, eavesdropping and monitoring. The Electronic Communications Privacy Act (the "ECPA") protects "any transfer of signs, signals, writings, images, sounds, data or intelligence of any nature transmitted in whole or part by a wave, radio, electromagnetic, photoelectric, or phototypical system that affects interstate commerce." 18 U.S.C. § 2510 to 2520.

Under the ECPA call and email monitoring is generally prohibited. However, the ECPA does provide an exception to this prohibition under the business or consent exception rule.

Under the business extension exception an employer may record or intercept conversations for the purpose of monitoring compliance with Firm policies or federal, state or local laws as well as for general security purposes.

To overcome any compliance issues relating to the Firm's practice of monitoring calls at its discretion to ensure compliance with consumer financial laws, the Firm's policies and procedures and the Firm's collection and operations

practices, all employees must sign the consent form discussed in section II as a condition of employment.

Part II: Call Auditing

The Firm shall notify all employees at the time of employment that all calls are subject to monitoring and recording for training and quality control purposes. All employees shall be given a copy of this policy and shall sign an acknowledgement which states that the employee understands the policy and consents to being monitored and recorded for the purposes set forth in this policy. (The forms are part of the Call Center New Hire Packet and executed copies are maintained in the Call Center's employee personnel file).

The Firm will determine the number of calls to be audited for each collection agent. The methodology used to determine the number of calls to be audited for each collection agent may depend on a number of factors including but not limited to client requirements, prior compliance performance, revenue collected, tenure, and training issues.

The Call Center Manager or designate will audit calls monthly to determine the employee's level of compliance with consumer financial laws and with the Policies and Procedures of the Firm. All evaluations must be based upon the proprietary check list and completed according to established deadlines. Upon completing each call auditing exercise, the CCM or designate shall email the results to the collection floor supervisor for any necessary remedial action. Such results shall also be used to positively or negatively impact the employee's compensation

Audited calls receiving less than an 85% score must be played back to the collector in the presence of a supervisor and training on the call must be conducted and documented.

Policy 5.2 - Call Recording and Account Documentation

1. Purpose

The purpose of this policy is to ensure no calls shall be recorded for which the Firm does not have consent to record, and all communications with consumers are properly notated on the account.

2. Scope

The recording of telephone calls is a practice controlled by state and federal law. The call recording laws seek to protect individuals from having their conversations recorded without permission and apply to both inbound and outbound calls. In the majority of states only one party to the call must grant permission for the recording of the conversation while in the remaining, all parties to the call must grant permission before the conversation may be recorded.

This policy pertains only to the recording of calls. Restrictions pertaining to call monitoring by an Employee of the Firm are covered in the call monitoring policy.

3. General

Unless a party to a conversation denies our permission to do so, the Firm records all call center inbound and outbound calls.

4. Procedure

Inbound Calls - All inbound calls will be recorded. Before connecting with a collector, all persons calling in will first be presented with a recorded message indicating the Firm records all telephone calls.

Upon transfer of the call to any collector and before proceeding with any communication with the calling party, the collector will remind the calling party, the call is being recorded. If the calling party indicates they do not consent to the recording of the call, the calling party will be notified that the call cannot be continued and they will be provided alternative means to communicate with the Firm.

Outbound Calls – All outbound calls that are subject to recording shall include the following message before the conversation can begin. The message may be given manually or as an automated message.

This call may be monitored or recorded for training and quality control purposes. If you do not wish to be recorded please let us know.

Documentation of Consumer Account Information – Conversation between a collector and consumers and other authorized parties often reveal pertinent information about the account. Collectors are expected to document in the notes information they obtain from conversations about the account. Collectors are

expected to accurately document the contents of these conversations. Failure to do so will result in progressive remedial action, including termination.

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Policy 5.3 - Debtor Oral Communications

1. Purpose

The purpose of this policy is to ensure the Firm's employees understand and comply with federal and state law restrictions concerning oral communications with Debtors in connection with the collection of a Debt.

2. Scope

This policy applies to oral communications with "Debtors" as defined by these Policies and Procedures. This policy applies to all Employees who have direct oral contact with Debtors shall be applied at all times as they perform their duties.

3. General

The Firm is committed to treating Debtors with dignity and respect. To achieve this goal when communicating with Debtors, with authorized third parties and attorneys, Employees will follow these Policies and Procedures. Any Employee found violating this policy will be subject to disciplinary action up to and including termination.

4. Call Frequency- Regulatory Restrictions

The FDCPA (Fair Debt Collection Practices Act) and UDAAP (Unfair, Deceptive or Abusive Acts and Practices) impose a general prohibition against harassing any person in connection with the collection of a debt. Section 806 of the FDCPA prohibits debt collectors from engaging in any conduct "the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt," and Section 806.2 prohibits debt collectors from causing a telephone to ring or engaging a person in conversation repeatedly or continuously with the intent to harass or abuse. The Consumer Financial Protection Bureau (CFPB) has issued Regulation F, a set of rules and guidance interpreting and implementing the FDCPA, including rules regarding call frequency. UDAAP imposes a general prohibition against any act or practice that causes consumer harm. Some states impose very specific restrictions on debt collectors when calling consumers in connection with the collection of a debt.

While neither the FDCPA nor UDAAP tell us exactly how many calls in any period of time constitute harassment, Regulation F contains certain presumptions as to call frequency and harassment (i.e., subject to exceptions, compliance with the non-harassment rule is presumed if the collector places no more than 7 telephone calls within 7 consecutive days to a particular person in connection with a particular debt, and if the collector waits a period of 7 consecutive days after having had a

telephone conversation with the person before placing another call; conversely, a violation is presumed if the collector fails to comply with those limits). Only a few state laws provide specific restrictions on calling frequency.

Further, the Federal Communications Commission (FCC), has issued rules concerning both cellular calls and "residential" calls (which could mean either landlines or cell phones, depending on what the consumer considers to be the residential phone).

Although texts are considered calls and would otherwise be subject to Policy 5.3 Debtor Oral Communications, the frequency limitations for texts are covered in Policy 6.4 Outbound Electronic Communication.

The procedures detailed in this policy, reflect the Firm's interpretation of these laws. In general, calls placed repeatedly or continuously to any person or place of a consumer's employment may give rise to disciplinary action under this policy.

5. Procedure

a. Call Frequency- Limitations on Calls

The FCC revised its rules under the Telephone Consumer Protection Act (TCPA), to address calls containing artificial or pre-recorded voice content. Calls made to residential phones, whether cellular or landline, that contain any pre-recorded content (such as a "Please hold for next agent" message) are subject to the revised rules, and thus are "regulated calls." Calls with no pre-recorded content are not subject to the new restrictions, and thus are "unregulated calls."

(1) Number of Calls per Day and per Period – Unregulated Calls

Without the prior consent of the person given to the Firm or the express permission of a court of competent jurisdiction, no person shall be called more than 1 time per day and, in total, no more than 1 day in a four-day period in connection with any particular Debt. If contact is made with a live individual at a called number or if a voicemail message is left, no call shall be placed for seven days thereafter. All periods refer to calendar days, so that if a live contact is made on a Monday, no call shall be placed again until the following Monday. Calls that do not connect (such as busy signals or out-of-service tones) do not count against the foregoing limits; conversely, calls that ring or reach a voicemail do count, even if nobody answers or no message is left. A return call or calls made at the request of the Debtor do not count against the foregoing limits, if the return call(s) are made within seven days of the call-back request.

(2) Number of Calls per Day and per Period – Regulated Calls

Without the prior consent of the person given to the Firm or the express permission of a court of competent jurisdiction, no person shall be called more than 1 time per day and, in total, no more than 3 times in a thirty-day period, in connection with any particular Debt. Consent to contact the Debtor at a particular number, which would take us out of the restrictions, can be obtained either orally or in writing, and any consent given to our client “flows through” to the Firm. If contact is made with a live individual at a called number or if a voicemail message is left, no call shall be placed for seven days thereafter. All periods refer to calendar days, so that if a live contact is made on a Monday, no call shall be placed again until the following Monday. Calls that do not connect (such as busy signals or out-of-service tones) do not count against the foregoing limits; conversely, calls that ring or reach a voicemail do count, even if nobody answers or no message is left. A return call or calls made at the request of the Debtor do not count against the foregoing limits, if the return call(s) are made within seven days of the call-back request. Further, any regulated call made without prior consent must contain opt-out mechanisms to cease future unconsented, regulated calls. (Opt-out mechanisms must contain both a call-back number and an automated, interactive voice-activated and/or key-press-activated option.)

(3) Multiple Accounts

If the Firm has more than one active account in its database for a Debtor, the restrictions on call frequency stated above shall apply to the accounts as an aggregate for each client. This means, for example, that if the Firm has four active accounts for a particular Debtor owed to a particular client, for an unregulated call, that person shall not be called more than 1 time per day and, in total, no more than 1 day within a four-day period in connection with the collection of all four Debts.

(4) Consumer-Requested Limitations

Notwithstanding anything to the contrary stated in this policy, the Firm will restrict the frequency, time, place and manner of calls to any person as requested **orally or in writing** by the person.

b. Non-English-Speaking Consumers

The Firm collects debt from a variety of populations some of which include consumers who do not speak English as their primary language. The most commonly spoken second language of these

consumers is Spanish. The Firm seeks to accommodate the needs of consumers who speak Spanish as their primary language. To this end, the Firm will provide the following accommodations:

- (1) Inbound callers will hear a message in both Spanish and English which includes the mini-Miranda if required and any information about the recording and/or monitoring of collection calls;
- (2) Inbound callers will be provided with a readily available option to speak with a Spanish speaking collector;
- (3) Non-Spanish speaking collectors will advise any consumer who appears to not speak English as their primary language, that a Spanish speaking collector may be made available upon the consumer's request;
- (4) Consumers who request to speak with a Spanish speaking Employee will be routed to the Spanish speaking collectors' queue;
- (5) Consumers who request to speak in a language other than English or Spanish will be given the option to use a third-party translation service.
 - (a) If the consumer chooses to use the service, the following statement or one substantially similar will be read before proceeding with the call:

"You wish to use a translation service. You understand that by using the translation service a third-party will hear what we say. Please confirm your authorization by stating, "Yes, use a translation service."
 - (b) After the consumer consents and the call is connected to the translation service, proceed with the Right-Party Verifications steps in 5.c, below.

c. Right-Party Verification and Call Scripts

Collectors are required to confirm that they are speaking to the correct person before discussing an account. The Firm recognizes that use by its Employees of certain scripted messages is appropriate to ensure compliance with applicable laws.

(1) Right-Party Verification

The Firm requires that the collector shall do all of the following in the order listed below to be in compliance for Right Party Verification:

- (a) For all clients not covered under (b) below:
 - i. Identify yourself by your first name, and provide the call recording disclosure.

- ii. Confirm you are speaking to the correct party by name (first name, last name and suffix if there is one).
- iii. Provide the person a second piece of identifying information to confirm:
 - Address,
 - Driver's License,
 - DOB,
 - License Plate (for tolls, photo-tickets, etc.)
 - Last 4 of SSN
- iv. If the person declines to confirm the information, advise them that we cannot continue the call, and provide them a call-back number should the person have a change of mind and wish to discuss the account.
- v. If the debtor's identity is confirmed, identify yourself again by your first name and state that you are with (Firm name).
- vi. If FDCPA, recite the mini-Miranda.
- vii. Finally, identify the client's name on whose behalf you are calling.

Exception: If the called party asks the collector who the collector works for prior to step (v), the collector is to provide the Firm's full name.

(b) For IRS 1075 clients or other clients where we are not permitted to provide any personal information to the debtor for confirmation purposes:

- i. Identify yourself by your first name, and provide the call recording disclosure.
- ii. Confirm you are speaking to the correct party by name (first name, last name and suffix if there is one).
- iii. Ask the person to provide a second piece of identifying information:
 - Last 4 of SSN,
 - Address,
 - Driver's License,
 - DOB,
 - License Plate (for tolls, photo-tickets, etc.).
- iv. If the person declines to provide the information, advise them that we cannot continue the call and

provide them a call-back number should the person have a change of mind and wish to discuss the account.

- v. If debtor's identity is confirmed, identify yourself again by your first name and state that you are with (Firm name).
- vi. If FDCPA, recite the mini-Miranda.
- vii. Finally, identify the client's name on whose behalf you are calling.

Exception: If the called party asks the collector who the collector works for prior to step (v), the collector is to provide the Firm's full name.

(2) Call Scripts

It shall be the policy of the Call Center that its Employees use the following scripted messages.

(a) Inbound Calls

- i. The following message shall be communicated by the Interactive Voice Response System (IVR) to all in bound callers.

Thank you for calling Linebarger Goggan Blair & Sampson. This call may be monitored or recorded.

- ii. There shall be specific inbound lines for FDCPA debt. For those phone lines, the following shall also be communicated by the IVR.

This Firm is a debt collector. This is an attempt to collect a Debt and any information obtained will be used for that purpose.

(b) Outbound Calls

Each time an outbound call is made regarding the collection of a Debt, the Employee shall provide an introductory message which is substantially similar in content to the following:

- i. For non-FDCPA Debt

Mr./Ms. (Consumer's Name), my name is (Collector's First Name) and I am with Linebarger Goggan Blair & Sampson, LLP. This call may be

monitored or recorded.

Once the responsible party is identified:

I am calling regarding a past due account owed to our client (Creditor Name).

ii. For FDCPA Debt

Mr./Ms. (Consumer's Name), my name is (Collector's First Name). This call may be monitored or recorded.

Once the responsible party is identified:

I am (Collector's First Name) in the collections department at Linebarger Goggan Blair & Sampson. I am calling regarding a past due account owed to our client (Creditor Name). This Firm is a debt collector. This is an attempt to collect a Debt and any information obtained will be used for that purpose.

(3) Management Discretion in Utilizing a Single Script

A managing attorney in a site where both debt types are worked, may determine that a single script is preferable for purposes of consistency in training and ease of enforcement. Where a single script is desired, the managing attorney shall utilize the FDCPA script for all purposes.

(4) Non-recording Requests

In situations where the Debtor desires that the call not be monitored or recorded, the Employee shall follow the policies in section Call Recording and Account Documentation.

d. Voice Mail – Message left on Debtor's Residential or Personal

Voice Mail Except as otherwise restricted by these Policies or other effective Procedures, when contacting a residential or cell number belonging to the debtor, the agent can leave the following message on an answering machine or voicemail:

(1) For FDCPA Debt the following message should be left:

We have an important message from Linebarger Goggan Blair & Sampson. This is a call from a debt collector. Please call (phone number).

(2) If the Debt is not covered by FDCPA the following message should be left:

This is (collector's first name) in the collections department of Linebarger Goggan Blair & Sampson. We are calling for (name of Debtor). Please return our call at (call-back number). When calling back please refer to account number (account #).

e. Voice Mail or Live Message - Third Party

For FDCPA Debt no Employee shall leave any message for the consumer with a known third party or on a third party's answering machine.

f. Voice Mail – Employees

Each collector Employee who has a personal, consumer-facing voice-mailbox, shall utilize the following voice mail message. No deviations from this message shall be allowed. Management shall periodically review the messages to ensure compliance:

You have reached (Employee name) in the collections department at Linebarger Goggan Blair & Sampson. I am unavailable at this time. Please leave your name, telephone number, account number and a short message, and I will return your call.

g. Use of Alias

It is the Firm's policy that when an Employee is speaking to a Debtor, they shall not use an alias. When greeting a Debtor, the Employee may do so using their first name only. If the Debtor asks for the Employee's full name, the Employee shall provide their first and last name.

6. Procedure for Use of Autodialer Equipment – See Policy 5.4 (Cell Phone and Landline Contact via Autodialer or with Artificial or Prerecorded Voice)

Policy 5.4 - Cell Phone and Landline Contact via Autodialer or with Artificial or Prerecorded Voice

1. Purpose

The purpose of this policy is to ensure that calls launched through automated dialing equipment (the "Autodialer") or calls containing artificial or prerecorded voice content, comply with federal and state law.

2. Scope

Autodialers may be subject to state-law restrictions where they qualify as Automated Dialing and Announcing Devices (ADADs); and could be subject to the federal Telephone Consumer Protection Act (TCPA) where they qualify as Automatic Telephone Dialing Systems (ATDSs). Further, under the TCPA and/or state law, calls made using prerecorded voices or artificial voices ("prerecorded-voice-content calls" or "prerecorded calls") can be subject to regulation just like Autodialer calls, whether launched manually or via Autodialer, and whether placed to cell numbers or landline numbers. Under current caselaw, the Firm's Autodialer does not qualify as an ATDS under the TCPA; thus, only prerecorded-voice-content calls are subject to the TCPA and the regulations published thereunder by the Federal Communications Commission.

3. General

The Call Center may from time to time employ the use of an Autodialer to contact Debtors. Autodialer campaigns may in some circumstances employ prerecorded-voice-content calls, such as "Please hold for next agent" messages on long-hold contacts. The Firm does not currently employ prerecorded-content calls with manually-launched call campaigns, and prerecorded-content calls are dealt with in this Policy in the context of Autodialer calls. Agents will attempt to obtain consent for automated dialing and messaging when speaking with debtors.

4. Procedure

The use of Autodialer equipment shall be in strict conformance with this policy and applicable federal and state law.

a. Autodialer - Restricted States

The Call Center shall not make unconsented Autodialer calls to any state in which such calls are prohibited.

b. Autodialer - Call Times

No Autodialer call shall be placed prior to 8:01 AM or after 8:59 PM in the time zone of the called number. If the state law of the jurisdiction in which the Debtor resides contains more restrictive time-of-day requirements, state law will control.

c. Autodialer - Recorded Messages

No Autodialer recorded calls will be made into any state that requires that a live voice introduce the call, unless live operators are assigned to provide such function. To the extent that individual states have restrictions on the time of day a messages can be left, the Call Center shall comply with those restrictions. The Call

Center shall comply with all other federal and state requirements and restrictions related to disseminating recorded messages, as determined by the Compliance Department.

d. Autodialer - Registration

Prior to placing any Autodialer device in service, the Firm shall comply with any Autodialer registration requirement of the state in which the Autodialer device is physically located.

e. Autodialer - Automated Messages

The Firm recognizes that Autodialer equipment may have the ability to determine if a call has reached an answering device or if the call has been answered by a person.

- (1) Based upon the call campaign being operated, a call may be passed to a live operator or a prerecorded message may be left. A prerecorded message will be left only if the Debtor being called has provided prior consent to receive automated messages, or if the call is within the call-frequency limits described in Section 5.a of Policy 5.3 (Debtor Oral Communications). Otherwise, the call must be transferred to a live operator or, in the alternative, the call will be terminated with no message left.
- (2) The script for any automated messaging must be approved by the Compliance Department, to ensure compliance with the various statutory and regulatory requirements, including any required disclosures and "opt-out" functionality.

f. Consent and Type of Number

While consent to Autodial is not required in all circumstances, obtaining consent is always desirable, because consent removes most restrictions that might otherwise exist regarding automated dialing and messaging.

- (1) Obtaining Consent and Confirming Type of Number. Unless we have already obtained consent to autodial the cell phone, during the call the collector will ask the Debtor if the number we have on file (or the number the Debtor is giving us) is a cell phone number. If the Debtor indicates that it is a cell number, the Employee will ensure that it is populated into the cell phone number data field, and only the cell phone data field. The collector will also request consent to contact the Debtor using automated means; if the Debtor asks what that means, the collector will advise that it means contact through automatic dialing and messaging. The collector will update the account in CUBS with the results of those inquiries (type of number, consent obtained or not).
- (2) Effect. Once consent has been obtained, the Debtor's account will not be subject to statutory frequency limits or prohibitions on contact via the use of an Autodialer, including prerecorded-content calls.
- (3) Revocation of Consent. A Debtor can revoke consent in any reasonable manner, including in writing or orally. If the Debtor notifies the Firm that any prior consent is revoked, the Employee shall update the account to reflect that we no longer have consent.

g. Maintenance

A cell phone maintenance program will run within CUBS, whose purpose is to scan

all accounts within CUBS with a phone number and determine whether that phone number exists within the cell phone database. In the event the phone number is identified as a cell phone the program will update the account to ensure that the cell phone number is stored in the appropriate field.

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Policy 5.5 - Mini Miranda Disclosure

1. Purpose

The purpose of this policy is to ensure the Firm properly discloses its role as a debt collector and the purpose of the communication when communicating with consumers or authorized third parties, including attorneys who represent consumers, in connection with the collection of an FDCPA Debt in all written and oral communications.

2. Scope

This policy seeks to prevent the collection of any FDCPA Debt using false, misleading or deceptive means as provided by the FDCPA and state laws and applies to all employees who communicate with consumers or authorized third parties, including attorneys who represent consumers, in connection with the collection of an FDCPA Debt using written or oral communications.

3. Procedure

The FDCPA requires debt collectors to make certain disclosures to consumers in the first written or oral communication with a consumer and in all written or oral communications made after the first communication.

First Communication with the Consumer – The first communication with a consumer, whether written or oral, must include the following statement: *"This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose."* This disclosure is referred to in the industry as the mini-Miranda statement.

Communications with the Consumer AFTER the First Communication – Any communication with a consumer made after the first communication, whether written or oral, must include the following statement: *"This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose."*

It is the policy of the Firm to provide the full mini-Miranda, [i.e. *"This firm is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose"*] in all oral and written communications with consumers or authorized third parties made in connection with the collection of an FDCPA Debt.

- Inbound Telephone Communications – the Firm uses an automated attendant to disclose the mini-Miranda and the call recording notice to consumers or authorized third parties who make inbound calls. This message shall be made before any call may be routed to a collector or any other employee. The Operations Department shall be responsible for implementing and periodically testing the automated attendant for this purpose.

- Outbound Telephone Communications – During all outbound calls to the consumer, the mini-Miranda statement must be disclosed at the outset of the call to meet federal and state legal requirements.
- Written Communications – The Firm's Letter Approval Process will ensure the mini-Miranda disclosure is included in all written communications made to the right party or authorized third party including attorneys.

The Firm shall identify noncompliant behavior through a number of processes including but not limited to the Firm's quality assurance program, call auditing program, dispute and complaint tracking process, audit process and its whistle blowing policy.

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Policy 6.1 - Written Communication

1. Purpose

The purpose of this policy is to establish guidelines for Firm compliance regarding written communication to the Debtor.

2. Scope

The Firm shall use various forms of written communication to communicate with Debtors. All written communications sent to Debtors shall be in conformance with this policy.

3. Procedure

Collection Letters

The Firm shall maintain a collection letter library of all form collection letters approved for use. All form collection letters shall be approved by the Firm's Litigation and Legal Standards Subcommittee. Each letter in the library shall be assigned a unique identification number. All letters shall be sent by US Mail except as provided by this policy.

Computer Generated Letters

The Firm's computerized collection system shall be programmed to generate the request to send the initial collection letter and subsequent collection letters in conformance with applicable law, collection strategies and client work standards. Individual letters contained in the letter library may be requested by management personnel for specific accounts. No letter may be requested which violates this policy. The computerized collection system shall notate each account with the date sent and notice identification number.

Manual Collection Letters

On occasion it will be necessary to manually generate a letter and fax such letter to the Debtor. In such instances, the letter shall be manually produced by the CCM or designate. Unless a Firm attorney has personally reviewed the letter, only letters approved in the letter library may be manually produced. Manually produced letters shall contain all required federal and state disclosures. All faxes shall be sent by the CCM or designate utilizing the standard Firm fax cover sheet. Manual letters shall only be sent in situations where urgency dictates that the letter cannot be sent through the standard mailing process.

Initial Collection Letter

The Firm shall send an initial collection letter to the Debtor listed as the responsible party on each account placed with the Firm for collection. The initial collection letter shall include all required relevant information regarding the creditor, account number, account balance, principal due, interest due through the date of letter, federal disclosures, and required state disclosure notices to the extent applicable. For accounts covered under FDCPA, no language in any initial disclosure letter shall overshadow the 30 day validation/dispute language required by the Fair Debt

Collection Practices Act (FDCPA) or violate any other provision of federal or state law.

Subsequent Collection Letters

Subsequent collection letters shall be sent as required by established Firm collection strategies and as required by client work standards. For accounts covered under FDCPA, no subsequent collection letter which contains language which could be construed to overshadow the FDCPA 30 day validation/dispute language shall be sent during the 30 day period following the mailing of the initial collection letter. For accounts covered under FDPCA, all subsequent collection letters shall include the required FDCPA notice for subsequent communications and any required state notice to the extent applicable.

ACH Conversion Notice

The Firm shall include a notice in its collection letters informing the consumer that the Firm may convert any negotiable instrument received as payment into an ACH transaction for purposes of deposit.

Policy 6.2 - Validation Notice

1. Purpose

The purpose of this policy is to ensure consumers receive a notice from the Firm explaining their right to dispute the FDCPA Debt and obtain additional information about the FDCPA Debt during the 30 day period after they receive the notice.

This notice is required by the FDCPA and many state consumer protection laws. It is referred to in the industry as the Validation Notice or "g" notice. The reference to "g" comes from section 15 U.S.C. § 1692g of the FDCPA which details the rights of the consumer to dispute and receive verification of the FDCPA Debt.

2. Scope

The FDCPA requires that within five days of the initial communication with a consumer, a debt collector must send a notice advising the consumer of his right to dispute the validity of the FDCPA Debt within 30 days of receiving the notice. This section of the FDCPA also requires if the consumer disputes the FDCPA Debt in writing during this 30-day period, the debt collector must cease collection of the FDCPA Debt until such time as the collector obtains verification of the FDCPA Debt or a copy of the judgment and mails it to the consumer.

It is the policy of the Firm to honor written disputes regarding the validity of the FDCPA Debt and requests for verification of the FDCPA Debt at any time and to treat them as if they were submitted during the 30 day period following the consumer's receipt of the validation notice.

The law also prohibits any debt collector from engaging in activity that may confuse the consumer about his or her right to dispute the FDCPA Debt in writing and/or request verification of the FDCPA Debt during the 30 day period following the consumer's receipt of the validation notice.

3. Procedure

Calculation of 30 Day Validation Notice Period – Using a letter service vendor, the Firm shall mail the validation notice to the consumer within five business days of the FDCPA Debt being placed in active collections.

The Firm shall presume it takes 5 days from the date of mailing for the consumer to actually receive the validation notice by mail. As a result, the validation notice period shall commence 5 days after the date of mailing and expire 30 days thereafter.

Overshadowing - The term "overshadowing" refers to collection efforts that in some way obscure the consumer's right to dispute the FDCPA Debt during the 30-day validation period. The notice is overshadowed when a statement confuses the consumer about their rights, contradicts the information in the validation notice, is logically inconsistent with the language in the validation notice or creates an

incentive for the consumer to not exercise their rights because of statements made by the debt collector.

If the debt collector uses language during a collection call that takes place during the 30 day validation period and creates a false sense of urgency or confuses the consumer about their rights, the language should not be used.

The Firm prohibits the following during the 30 day validation period:

- Demanding payment be received within the 30 day period in order to avoid further action;
- Presenting an unsolicited settlement offer to the consumer; and
- Threatening legal action or the filing of a law suit.

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Policy 6.3 - Letter Approval Process

1. Purpose

The purpose of this policy is to ensure all written Debtor communications comply with state and federal law, state and federal regulations and applicable licensing disclosure requirements used by the Firm in connection with the collection of a Debt as that term is defined by these Policies and Procedures.

2. Scope

This policy describes the policies and procedures regarding the internal and external review and approval processes for all written Debtor communications [Collection Notices] used in connection with the collection of a Debt as that term is defined by the these Policies and Procedures.

- This policy applies to all Collection Notices.
- This policy requires the review and approval by the Firm's Litigation and Legal Standards Sub-committee (Committee) which consists of licensed attorneys of the Firm.
- Collection Notices shall be approved prior to use.
- Approved Collection Notices shall be logged and inventoried.

3. General

Collection Notices not approved by way of this policy shall not be used in connection with the collection of a Debt.

4. Procedure

Before a Collection Notices can be used, it shall be forwarded to the Litigation and Legal Standards Sub-committee. The Committee will review and make recommended revisions. Approval of a Collection Notice requires a majority vote of the Committee. Once the Collection Notice is approved, it is logged by the Committee Chair and forwarded to the Operations Department for use. Amendments to approved Collection Notices cannot be made without the approval of the Committee.

The letter approval process shall include:

- Validation notices (FDCPA Debt only);
- Envelopes;
- Letters sent subsequent to the Validation notice (FDCPA Debt only);
- Receipts and Paid in Full letters;
- Cover letters or response templates used to respond to a Debtor complaint or inquiry;
- Written authorizations (e.g. email consent, cell phone consent, recurring TEL Entry consent)
- Any communications which direct the Debtor to the Firm's web site or payment portal
- Other standard, written or electronic Debtor communications

Policy and Procedure 6.4 - Outbound Electronic Communications

1. Policy

Where a debtor indicates a preference for E-communications, the Firm will use reasonable efforts to communicate with the debtor electronically, in accordance with this policy and considering available resources and legal requirements. Where unconsented E-communications are permitted by this policy, such communications shall be presumed permissible until a debtor expresses a desire to cease the specified E-communication method(s). The Firm's electronic communications ("E-Communications") shall be in compliance with applicable federal and state laws and regulations, including but not limited to, the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* ("FDCPA"), its implementing regulation, Regulation F, 12 C.F.R. §1006, *et seq.* ("Reg. F"), and the Telephone Consumer Protection Act, 47 U.S.C. §227 ("TCPA"). Additionally, the Firm may consider guidance from the Cellular Telecommunications Industry Association ("CTIA"), as appropriate.

2. Purpose

The purpose of this policy and procedure is to establish guidelines for Firm compliance regarding E-communications to debtors. The procedures set forth below are not intended to be a complete accounting of all that is required to send E-Communications to debtors. Each program, process, office, etc. that intends to send E-Communications to debtors must have any specific work instructions reviewed and approved by the Compliance Department.

3. Definitions

- a. Consent - Implied ("Implied Consent"):** A presumption of consent that arises from a debtor-initiated E-communication to the Firm about a debt. Consent for the Firm to respond in like manner and medium will be presumed, unless the debtor directs otherwise.
- b. Consent - Direct Prior ("Direct Prior Consent"):** Debtor permission given directly to the Firm (verbally or in writing) to use the debtor's designated email address or cell phone number to communicate with the debtor.
- c. Consent - Payment Portal ("Payment Portal Consent"):** Direct Prior Consent obtained from a debtor via the Firm's payment portal (the "Payment Portal").
- d. E-Communications:** Communications transmitting information using electronic media such as facsimiles, wireless phones, text messages, emails, instant messaging, tele/video conferencing, internet or web-based Chat features, or communications using social media platforms.
- e. Email – Automated ("Automated Email"):** An email that contains only pre-approved content that is produced by an automated process and unable to be modified apart from the addressee's name, e-mail address, and email subject

heading. Such emails are approved by the Litigation and Legal Standards Sub-Committee as to both the content and circumstances under which the email will be sent per Policy 6.3 - Letter Approval Process.

- f. **Email – Free Form (“Free Form Email”):** An email composed by a responsible attorney or designee, and manually sent to the debtor.
- g. **Email – Template (“Template Email”):** An email that contains phrasing that is pre-approved by the Compliance Department, which phrasing is used by staff in responding to a communication from a debtor, and manually sent to the debtor.
- h. **Text Message – Automated (“Automated Text”):** A text message that contains only pre-approved content that is produced by an automated process and unable to be modified. Such texts are approved by the Litigation and Legal Standards Sub-Committee as to both the content and circumstances under which the text message is sent per Policy 6.3 - Letter Approval Process.
- i. **Text Message – Free Form (“Free Form Text”):** A text message composed by a responsible attorney or designee, and manually sent to the debtor.
- j. **Text Message - Template (“Template Text”):** A text message that contains phrasing that is pre-approved by the Compliance Department, which phrasing is used by staff in responding to a communication from a debtor, and manually sent to the debtor.
- k. **Web Chat – Free Form:** A chat message composed by a responsible attorney or designee, and manually sent to the debtor.
- l. **Web Chat - Template:** A chat message that contains phrasing that is pre-approved by the Compliance Department, which phrasing is used by staff in responding to a communication from a debtor, and manually sent to the debtor.
- m. **Work Email Address:** Domain names not provided for use by the general public that are reserved for use by specific commercial or institutional registrants; the term includes email addresses provided to debtors by the debtors’ employers as well as affiliated educational institutions, government entities or non-profit organizations.

4. E-Communication Prohibitions, Requirements and Exceptions

- a. **General -** Firm staff shall not send an E-Communication in a manner, frequency, or with content of which the natural consequence is to harass, oppress, or abuse any person in the connection of the collection of a debt. Firm staff shall not send any E-Communication in connection with the collection of any debt that contains information or statements that would be considered false, misleading, or deceptive.

- b. **Third Party Disclosure** - Firm staff shall not knowingly send an E-Communication to a debtor that may result in a disclosure to an unauthorized third party, including sending an e-mail on FDCPA-covered debt to Work Email Addresses provided by the debtor without the Direct Prior Consent of the debtor.
- c. **Frequency Limitations** - Firm staff will follow all applicable federal and state laws, rules and guidance when determining the number of emails and/or texts messages to send to a debtor. In addition,
 - (1) The Firm shall consider the cumulative effect of all Firm-initiated Communications it sends to a debtor regarding a debt when considering the number of appropriate communications to be sent to a debtor in a given time frame.
 - (2) The Firm shall allow ample time between sending email and/or text communications to receive and process opt-out requests.
 - (3) E-Communications sent in response to a request from the Debtor do not count towards the frequency limitation.
- d. **Unusual or Inconvenient Times or Places** - Firm staff shall not communicate or attempt to communicate with debtors at unusual or inconvenient times or places.
 - (1) An inconvenient time for sending an E-Communication is before 8 a.m. and after 9:00 p.m. local time for the debtor considering the Firm's current information regarding the debtor's location.
 - (2) The Firm may respond one time only to a debtor-initiated communication at an inconvenient time or place if the Firm responds at that time or place through the same medium of communication used by the debtor.
 - (3) For purposes of determining the time of an E-Communication, such communications or attempts occur at the time the Firm sends or otherwise attempts to communicate with the debtor, not when the debtor receives or views the E-communication.
- e. **Firm Identification** - Firm staff shall clearly and conspicuously disclose the Firm's name as the sender in all E-Communications.
- f. **Required Disclosures** - Firm staff shall provide all applicable requisite disclosures mandated by state and federal law in all E-Communications.
- g. **Dialogue** - Multiple E-Communications sent pursuant to a single dialogue with a Debtor may be considered a single Communication for purposes of required disclosures and Firm-identification requirements, as well as for frequency limitations; provided that opt-outs shall be included in every single electronic transmission to the Debtor.
- h. **Privacy Protection** - Firm staff shall send all E-Communications securely in a manner that is intended to avoid third-party disclosure as it relates to any non-

public personally identifiable information pertaining to the debtor, and shall include the Firm's pre-approved unintended recipient's disclosure in all such communications.

- i. **Social Media** - Firm staff shall not communicate with debtors using social media unless the Firm is responding to a private message from a debtor in a private setting concerning a general complaint or dispute under the direction of the Chief Compliance Officer (CCO) or the CCO's designee. Skiptracing through social media is permitted only as provided by other policy or Standard Operating Procedure, e.g., SOP #001 (LinkedIn Skiptracing).
- j. **State law** - If an applicable state law or regulation imposes more restrictive limitations for frequency or timing of E-Communications, that state's limitations will be adhered to by the Firm for contact with debtors in that state.

- k. **Right-Party Verification**

Unless otherwise permitted in this policy, such as for first notices sent electronically, Employees are required to confirm that they are communicating with the correct person before electronically discussing an account. In the first E-communication from the Firm, the Employee shall:

- (1) For all clients not covered under (2) below:
 - (a) Identify yourself by your first name.
 - (b) Confirm you are communicating with the correct party by name (first name, last name and suffix if there is one).
 - (c) Provide the person a second piece of identifying information to confirm:
 - Address,
 - Driver's License,
 - DOB,
 - License Plate (for tolls, photo-tickets, etc.)
 - Last 4 of SSN

If the person declines to confirm the information, advise them that we cannot continue the communication and provide them a call-back number should the person have a change of mind and wish to discuss the account.

If the person's identity is confirmed, continue to (d) and (e).

- (d) If FDCPA, recite the mini-Miranda.
- (e) Finally, identify the client's name on whose behalf you are communicating.

- (2) For IRS 1075 clients or other clients where we are not permitted to provide any personal information to the debtor for confirmation purposes:
 - (a) Identify yourself by your first name.
 - (b) Confirm you are communicating with the correct party by name (first name, last name and suffix if there is one).

(c) Ask the person to provide a second piece of identifying information:

- Last 4 of SSN,
- Address,
- Driver's License,
- DOB,
- License Plate (for tolls, photo-tickets, etc.).

If the person declines to provide the information, advise them that we cannot continue the communication and provide them a call-back number should the person have a change of mind and wish to discuss the account.

If the person's identity is confirmed, continue to (d) and (e).

(d) If FDCPA, recite the mini-Miranda.

(e) Finally, identify the client's name on whose behalf you are communicating.

5. Procedure - Email

a. **Consent** – Unless otherwise restricted in this Policy, Emails may be sent to FDCPA Debtors and non-FDCPA Debtors based upon consent as defined in Section 3 above, and the Debtor has not withdrawn consent or opted out of receiving email messages. In addition, emails may be sent to Debtor email addresses under the following conditions:

(1) The email address was either:

- (a) received from our client, whether at or after the time of placement of the debtor account for collection; or
- (b) obtained from a reputable third-party skip-tracing service provider; and

(2) The Debtor has not opted out of receiving email messages.

b. **Notices required to be in writing** - A paper copy of all communications that are required by law to be sent in writing or sent by mail, will be mailed to the debtor in addition to any requested email, unless the debtor advises that no paper communication is desired; e.g., for FDCPA Debt, notices that would otherwise have to be mailed include requests for verification of debt or for original creditor information sent within the initial validation period, and postdated check notices. An agent receiving such a request will confirm the request by stating back to the debtor a question to the effect: "You request that these documents be sent only via email, even though you are entitled to receive them through Postal mail, correct?"

c. **Work Email Address** - Firm staff shall not knowingly send an email to an FDCPA Debtor at a Work Email Address, as defined in Section 3, provided by the debtor, except as allowed below:

(1) The debtor either

- (a) gave Direct Prior Consent to use the Work Email address provided by the debtor, or

- (b) used the Work Email address to communicate with the Firm, thereby establishing Implied Consent; and
- (2) The debtor has not since opted out of communication to the Work Email address provided or used by the debtor.

d. Delivery Requirements – Firm staff shall include the following information in the subject line header of all email communications:

- (1) The Name of client, and
- (2) For FDCPA debt, one additional piece of identifying information, such as the truncated account number (client's account number in a first notice) or debtor address.

e. Required Disclosures – Every email message shall include the following:

- (1) A statement that the Firm is a debt collector, if applicable;
- (2) A clear and conspicuous opt out notice as set forth in Section 9 below;
- (3) Any other applicable disclosures required by state or federal law; and
- (4) Where the email bears the sender's individual name, the sender's title and/or non-lawyer status, as applicable.

f. Automated Email – Staff shall establish systemic controls to ensure compliance with Section 3 Definitions, sub-(e). These systemic controls shall include checks to ensure that the email is compliant with Section 4 E-Communication Prohibitions, Requirements and Exceptions, and Section 5 Procedure – Email, sub-(a) through -(e).

g. Free Form Email – Shall be sent only by a responsible attorney or designee. A Free Form Email is used when the content of an Automated Email or a Template Email does not address the required response.

h. Template Email – Authorized staff may use an approved Template Email to respond to routine email inquiries from a Debtor. The Template Email shall not contain any content other than as defined in Section 3 Definitions, above, other than, as applicable, account-specific information, salutation, valediction and sender identification, heading and similar information.

6. Procedure – Text Messages

a. Consent - For FDCPA and non-FDCPA debt, texts may be sent to Debtors based upon consent as defined in Section 3 Definitions, above, and the Debtor has not withdrawn consent or opted out of receiving text messages. In addition, texts may be sent to Debtors under the following conditions:

- (1) The telephone number was either:
 - (a) received from our client at or after the time of placement of the debtor account for collection; or

- (b) obtained from a reputable third-party skip-tracing service provider; and
- (2) The Debtor has not opted out of receiving text messages.

- b. Texting Platform** – Firm shall utilize a reputable texting platform that does not qualify as an automated telephone dialing system under the TCPA and current caselaw.
- c. Required Disclosures:** Every text message shall include the following:
 - (1) A statement that the Firm is a debt collector, where legally required;
 - (2) A clear and conspicuous opt-out notice as set forth in Section 9 below; and
 - (3) A link to other applicable disclosures required by state or federal law or recommended by the CTIA.
- d. Automated Text** – Staff shall establish systemic controls to ensure compliance with Section 3 Definitions, sub-(h). These systemic controls shall include checks to ensure that the text is compliant with Section 4. E-Communication Prohibitions, Requirements and Exceptions, and Section 6 Procedure – Text Messages, sub-(a) through -(c).
- e. Free Form Text** – Shall be sent only by a responsible attorney or designee. A Free Form Text is used when the content of an Automated Text or a Template Text does not address the required response.
- f. Template Form Text** – Authorized staff may use an approved Template Text to respond to routine text inquiries from a Debtor. The Template Text shall not contain any content other than as defined in Section 3 Definitions, above, other than, as applicable, account-specific information, salutation, valediction and sender identification, heading and similar information.

7. Procedure – Web Chat

- a. Training** - All employees involved in web chat operations shall receive training on using the platform, responding to Debtor inquiries, and adhering to Firm guidelines.
- b. Security and Privacy** – All Web Chat communications shall be encrypted to protect Debtor information. Logs of web chat interactions shall be maintained for auditing purposes, and access to these logs shall be restricted to authorized personnel.
- c. Monitoring and Quality Assurance** - Regular quality assessments of web chat interactions shall be conducted to ensure adherence to Firm standards. Supervisors shall have the ability to monitor ongoing web chat sessions for training and quality assurance purposes

8. Debtor Opt-Out for E-Communications

- a. **Clear and Conspicuous Statement** - All E-Communications to debtors must include a clear and conspicuous statement describing a reasonable and simple opt-out method. The Firm shall not require debtors to pay any fee or provide any additional information other than the debtors' opt out preference and the email address, telephone number, or other E-Communication medium address subject to their request.
- b. **Documentation of Consent and Opt-Outs** – All consents (Implied, Direct Prior, and Payment Portal Consents) obtained from debtors and all opt-out notifications will be documented in the Firm's system of record. Documentation can include, but is not limited to:
 - (1) The consent type (Implied, Direct Prior or Payment Portal),
 - (2) The preferred medium of communication subject to consent or opt out (Email or Text), and
 - (3) The date of consent or opt out.
- c. **Processing Opt-Outs** - The Firm shall implement specific work instructions to ensure that all Debtors' opt-out requests are processed timely to prevent future E-Communications from being sent.
- d. **Monitor and Tracking** - The Firm shall monitor undeliverable notifications and treat them as if the E-communication has not been delivered to the debtor. The Firm shall review the returned E-Communication for accuracy, and correct, resend and/or remove the E-communication as a consented medium in the Firm's system of record as appropriate.
- e. **Effect of Opt-Out** - A debtor's opt-out request will be applied to the particular E-Communication medium from which it was received unless otherwise specified by the debtor. Firm staff shall mark all Cease-and-Desist Requests received through these mediums and handle such requests according to the Firm's Cease and Desist Policy and Procedure.
- f. **E-Communications by Firm after Opt-Out** - Firm staff may send a single E-communication in response to a debtor's opt-out request to confirm the receipt of the debtor's request and state the Firm's intention to honor that request, provided that the Firm's communication does not otherwise violate the FDCPA. No other information, demands or attempts to collect a debt may be included in that E-communication.
- g. **E-Communications by Debtor after Opt-Out** – If a debtor initiates E-communication using an E-Communication subject to a debtor's prior opt-out request, the Firm may respond one time through that same medium to confirm whether the Debtor desires to renew consent for E-communication in that medium.

9. **Responsible Parties** – the Compliance Department is responsible for the oversight implementation and training of these policies and procedures. The Chief Compliance Officer may delegate responsibilities to Firm staff as needed and staff expertise warrants.
10. **Enforcement** – Firm staff who violate this policy and procedure are subject to disciplinary action up to and including termination of employment.
11. **Monitoring and Auditing** – The Firm's Fees & Fines Operations Department and IT Department shall each establish procedures to monitor and audit account handling to ensure compliance with this policy.

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Policy 6.5 - Skip Tracing

1. Purpose

The purpose of this policy is to ensure the Firm and its Employees comply with the requirements of the FDCPA when communicating with third parties for the purpose of obtaining location information when collecting FDCPA Debt.

2. Scope

Without the prior express consent of the debtor, collectors may not communicate with employers, neighbors, friends and even family (other than the debtor's spouse or parents under certain circumstances) regarding a debtor's debt. However, in limited instances collectors may communicate with third parties to obtain location information about the debtor. This policy applies to all Employees who seek to obtain location information about debtors.

3. Procedure

Permissible Third Party Communications – The FDCPA authorizes debt collectors to communicate information regarding a consumer's debt to the following parties (collectors must ensure such communication is also permitted under state law): Spouse, parents (if the consumer is a minor), creditor to whom the debt was originally owed, attorney of the consumer, creditor, or debt collector, consumer reporting agency (if otherwise permitted by law), guardian, executor, and administrator (including other individuals authorized to pay debts from assets of the decedent's estate), co-debtor, or other person legally obligated to pay the debt. However, in some instances debt collectors may acquire information about the location of a consumer as defined by the FDCPA. This process of acquiring information about the location of a consumer is referred to in the industry as skip tracing.

Acquiring Location Information – Skip tracing is a method used by debt collectors to acquire information related to the location of a consumer. Location information is limited to the following: the consumer's home address, home telephone number, and place of employment. Firm Employees may communicate with third parties for the purpose of obtaining the location information of a consumer. When skip tracing, collectors must abide by the following requirements:

- Identify himself, state that he is confirming or correcting location information concerning the consumer;
- Only identify the Firm if expressly asked by the third party;
- Not state that the consumer owes any debt;
- Not communicate with a third party more than once unless the person requests the debt collector contact her again or if the collector reasonably

believes the previous response was erroneous or incomplete and the third party now has correct or complete information;

- Not communicate by postcard, text message, email or in writing;
- Not Contact a third party for location information in writing, whether by mail or by electronic communication;
- Not communicate with any person if the collector knows the consumer is represented by an attorney;
- Not Contact any party other than the consumer's attorney if the representative has reason to believe the consumer is represented by an attorney; and
- Not Use auto-dialing technology to call a third-party for location information.

Leaving Messages and Nearbys - Except under very specific circumstances, a debt collector is prohibited from asking a third party to convey messages to a consumer. Collectors will consult with their supervisor before leaving a message with a third party to convey messages to a consumer. If the third party continues to request it, the collector may only provide their name and a phone number to return the call.

Internet Resources – The Firm will provide its Employees, including collectors, with limited access to the Internet. Such access is for the sole purpose of skip tracing. Operations will implement a process by which access to the Internet by Employees is limited to only approved sites:

Under no circumstances shall any Employee communicate or attempt to communicate with consumers or third parties using any social media site.

Purchased Data – The Firm purchases data about consumers from third party data providers. This information shall be maintained by Operations and available to collectors and Employees on the consumer's account screen.

Contact with Consumer's Employer and Other Special Circumstances –

A consumer's place of employment is included under the FDCPA's definition of "location information." When obtaining location information, Employees are allowed to contact a consumer's employer to gather such information. Therefore, when a debt collector contacts a presumed employer to verify a consumer's employment, the debt collector may only request the company verify whether or not the consumer is currently employed by the company.

Contacting a consumer's employer, communicating with a credit repair organization or communicating with an individual having power of attorney over the consumer or the consumer's account in order to obtain location information should be treated no

differently than contacting any other third party for this information. The collector should not divulge the nature of why he or she is calling and should not refer to the fact that he or she is attempting to collect a debt, either directly or indirectly.

Pretext Calls -

In addition to the FDCPA, several federal laws prohibit using false or deceptive statements to gain information about consumers, including the Gramm-Leach Bliley Act (GLBA), the Dodd-Frank Act (UDAAP) and the Telephone Records Privacy and Protection Act (TRPPA). This practice of using false or deceptive statements to gain information about consumers is called pretexting. An example of pretexting would be if a collection representative said that he or she was a "friend" of the consumer that was trying to reach him or her after losing the consumer's phone number. Pretexting is illegal, unethical, and will not be tolerated by the Firm.

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Policy 7.1 - Debt Verification and Disputes

1. Purpose

The purpose of this policy is to detail the duties of the Firm upon receipt of a written request for verification of the FDCPA Debt from a Consumer pursuant to the FDCPA and CFPB.

2. Scope

The Firm's ability to provide the Consumer with the information they may need to understand their obligation to pay an FDCPA Debt is critical to the collection process. Upon receipt of a written request from a Consumer asking the Firm to verify the FDCPA Debt, the Firm will either mail the Consumer the information as required by law or cease collection of the FDCPA Debt as permitted by law.

3. General

Consumer correspondence received by the Firm shall be reviewed by the Call Center Manager or designate. A written dispute, regardless of whether it is accompanied by a request for verification of the FDCPA Debt or is received within the 30 day validation period under the FDCPA, shall be treated as a request for verification. The Call Center Manager or designate shall take actions consistent with this policy.

There are essentially two types of requests for verification of the FDCPA Debt.

Requests for Verification Pursuant to the FDCPA - Is a written notice from a Consumer indicating the Consumer disputes the FDCPA Debt or the Consumer requests more information about the FDCPA Debt. This request for more information is called "verification of the debt." Under the FDCPA, if the Firm receives such a written notice from a Consumer during the 30-day validation notice period, the Firm is under a legal duty to immediately stop all collection activity on the account and either close the account or mail verification of the FDCPA Debt or a copy of a judgment against the Consumer to the Consumer. The Consumer's right to request verification of the FDCPA Debt and our duty to respond is required under Section 809(a)(4) of the FDCPA.

Requests for Verification Pursuant to CFPB Consumer Help Letters - The second type of request for verification of the FDCPA Debt is not a legal right codified in law. Rather, it is a legal duty imposed on debt collectors by the CFPB through informal rulemaking. The CFPB has published five sample letters consumers may use to communicate their concerns to debt collectors. Help Letters 1, 2 and 5 will be treated as a request for verification.

4. Procedure

Upon receipt of any written dispute or written request for verification from a Consumer regardless of whether it is done within the 30-day validation period, the account will be placed in a "dispute" or "verification" status in the database.

Changing the status will cease all collection activity on the account, including communications with the Consumer's attorney.

The client will be notified of the dispute and request for verification. Upon receipt of the documentation from the client, the Firm shall mail the Consumer or his attorney, the requested information which may include: an itemization of the amount due, the name and address of the current and original creditor, the name and address of the Consumer, an account statement listing the services provided, a statement listing the nature and status of the FDCPA Debt, the dates on which the charges were incurred, and the amount of the Consumer's FDCPA Debt.

After the verification documents have been mailed, the Call Center Manager or designate or attorney may return the account to an active collection status.

In the event the verification information is not received from the client within 60 days following the request, the account may be closed and returned to the client.

Additional State Law Requirements – A number of states and cities impose additional requirements on debt collectors when collecting Consumer FDCPA Debt. When collecting FDCPA Debt from Consumers who reside in these states, the Firm will send the special state specific validation notices and fulfill all other requirements imposed by these states regarding access to, or possession of, detailed information and/or documentation concerning the FDCPA Debt, payment history and the Consumer's obligation to pay, before initiating collection activity.

A number of states require a debt collector to provide additional information to the Consumer in certain instances, including but not limited to account statements and payment history and impose specific duties on data furnishers of the Consumer FDCPA Debt. The Firm will comply with these additional requirements when collecting FDCPA Debt from Consumers in those states.

Policy 7.2 - Cease and Desist, Refusal to Pay, Bankruptcy

1. Purpose

The purpose of this policy is to ensure the Firm's timely and appropriate response to receipt of a cease and desist request or a written refusal to pay directly from a Consumer or a third party in accordance with the FDCPA and Regulation F. For purposes of this policy, a cease and desist includes a written refusal to pay.

2. Scope

The Firm will honor cease and desist requests received from Consumers.

- This policy extends to both oral and written cease and desist requests.
- Cease and desist requests shall cause collection activities to immediately stop.
- Written statements received from consumers indicating their refusal to pay shall also constitute a cease and desist request.
- Notice of any consumer bankruptcy filing shall cause collection activities to immediately stop.

3. General

Consumer correspondence received by the Firm shall be reviewed by the Call Center Manager or designate. In the event the correspondence is determined to be a request to cease and desist, a refusal to pay or a notice of bankruptcy, the Call Center Manager or designate shall take actions consistent with this policy.

Cease and desist requests received orally or in writing from or regarding individuals who are considered wrong parties shall none the less be honored. Such requests shall be directed to the Call Center Manager or designate for proper investigation and handling. Once it is confirmed the requesting party is a wrong party contact, the contact information for this individual shall be blocked from receiving further communications from the Firm for that particular FDCPA Debt.

4. Procedure

a. Cease and Desist Notice

(1) Oral - Upon learning a Consumer wishes the Firm to stop either oral or written collection activities with regard to an account or a number of accounts, the Employee will change the status of the account(s) to "cease and desist" and document the source of the request. Changing the status will place the account on administrative hold to prevent further collection activity.

(2) Written – If a cease and desist request is received by mail, email or the Firm's web site, the Call Center Manager or designate will scan the written communication and the envelope, or create a copy of the email or web site communication and store such documentation in the Firm's database. In addition, the Call Center Manager or designate will change the status of the

account(s) to “cease and desist” and document the source of the request. Changing the status will place the account on administrative hold to prevent further collection activity.

b. Bankruptcy Notice

- (1) Oral – When the collector is notified by the Consumer that they have filed bankruptcy, the collector will ask for details of the bankruptcy case, such as case number, court where filed and attorney information, and document the account. If the Consumer does not have any of the claimed bankruptcy information, the Consumer will be advised to call back with it or, if the Consumer wishes, to mail in the information, in which case the collector will provide the Consumer with the appropriate address. When information sufficient to identify the bankruptcy case or attorney is received, the collector will change the account to a bankruptcy status to cease all letters and calls.
- (2) Written – The clerk will update the account with the information provided in the correspondence. The document will be scanned and attached to the account. The clerk will then change the account to a bankruptcy status to cease all letters and calls

c. Post-Cease Handling

Once such accounts are placed on administrative hold, the client and Firm attorney may be notified as requested. In the event the attorney determines that litigation is permitted and will be instituted on the account, the attorney may make one communication with the Consumer, either written or oral; to notify them that the client seeks to invoke a specific remedy. If litigation is not pursued, the account may be closed and returned.

Policy 7.3 - Complaint Management and Escalation

1. Purpose

The purpose of this policy is to ensure the Firm's timely review and response to Debtor complaints in accordance with state and federal laws and regulations.

2. Scope

Debtor complaints shall be used to drive the continuous improvement of the Firm's compliance management system and its compliance with state and federal laws and regulations.

- This policy extends to all members of the organization including the Firm's governing body.
- This policy requires each member of the Firm to understand the definition of complaint and the appropriate escalation process.
- This policy applies to both oral and written complaints.
- All complaints will be handled in a timely and professional manner.

3. General

Complaint is defined as a oral or written statement indicating a Debtor's dissatisfaction with the acts or omissions of the Firm in attempting to collect a Debt.

4. Procedure

The Firm has implemented a complaint management system. Based upon their roles, Employees will be granted role based access to the complaint management system.

External Remediation of Oral Complaints:

Collector Responsibilities - Upon detecting a consumer's dissatisfaction with the acts or omissions of the Firm in attempting to collect a Debt, the employee will seek to first resolve the Debtor's complaint. Regardless of the outcome, the collector will document the Debtor's complaint and the Employee's response on the account screen. If the collector is unable to promptly resolve the Debtor's complaint, the collector will escalate the complaint to his or her supervisor.

Supervisor Responsibilities – Upon receipt of an oral complaint the supervisor will seek to resolve the Debtor's complaint to the Debtor's satisfaction. Regardless of the outcome, the supervisor will document the Debtor's complaint and the supervisor's response on the account screen and escalate the complaint to the Call Center Manager. The Call Center Manager may place the account on an administrative hold to prevent further collection activity. The Call Center Manager may determine the appropriate response by the Firm, which may include closing the account, returning it to the client, or conducting an investigation and responding to the consumer/account source.

External Remediation of Written Complaints:

Written complaints from state attorneys general, state or federal regulators or any other similar source shall be handled by the Firm's Chief Compliance Officer.

Upon receipt of a complaint from a Debtor through regular mail, email, or any other means, the complaint, unless the date of the receipt of the complaint is otherwise embedded in the communication, shall be date stamped and forwarded immediately to the Call Center Manager or designate. Upon receipt of any such complaint, the Call Center Manager or designate shall document the Debtor's complaint, update the account screen, place the account on an administrative hold and initiate the complaint investigation and response process. Upon completing this process the account may be closed, returned to the client or collections may continue at the Call Center Manager's discretion.

Internal Remediation of Oral and Written Complaints:

Meritorious complaints caused by the acts or omissions of an Employee shall be noted in the personnel record of the Employee and remedial action shall be taken which may include training, coaching or disciplinary action, up to and including termination of employment.

Meritorious complaints caused by a systemic deficiency [policies, procedures, management decisions, etc.] shall be forwarded to the Chief Compliance Officer for further action which will include a root cause analysis and may include changes to policies and procedures, processes, communication methodologies and management decisions.

Complaint Analysis:

All oral and written regulatory agency complaints shall be analyzed by the Compliance Department to identify trends and report to the Firm's Management Committee for study and further action.

Policy 8.1 - Posting Payments and Account Maintenance

1. Purpose

The purpose of this policy is to address how Debtor's payments are applied to their accounts and other account maintenance issues.

2. Scope

- This policy applies to all payments received on Debtor accounts.
- This policy extends to how payments are posted generally, the payment application sequence process, partial payments and payments on accounts in litigation or reduced to judgment.
- This policy also applies to payments made directly to the client.
- For additional information regarding the processing of postdated checks and payment instruments see *Policy, Postdated Check and Other Payment Instruments*.

3. General

A payment shall be considered as received when the payment is available for deposit into the appropriate firm trust account.

4. Procedure

Payments received shall be posted to the account of the Debtor within 2 business days of receipt. The posting shall include the date the payment was received, the amount of the payment and the category of payment (e.g. check, money order, credit card, bank wire, etc.). The posting system shall be programmed to determine the trust account to which each payment is to be deposited. At the conclusion of daily posting, a daily posting report shall be generated which shall list the payments posted by client and trust account and the total deposit to each trust account.

Deposit of Payments:

Payments received in the *Trust Clearing Account* shall be transferred to the appropriate trust account within two business days of funds availability from the financial institution in which the payment was deposited. Deposits shall be made in the form of paper deposits and electronic ACH deposits as appropriate.

Payment Reversals:

Upon notification by the deposit bank that a payment previously deposited has been returned unpaid or in the event that a payment must be reversed, the accounting department shall post the payment reversal to the appropriate Debtor account. The posting reversal shall include the date the payment reversal was received, the amount of the payment reversal and the reason for the reversal (e.g. NSF, stop

payment, posting error, fraud). The posting system shall be programmed to determine the trust account to which each reversal is to be made. At the conclusion of daily posting, a daily posting report shall be generated which shall list the payment reversals posted by client and trust account and the total posting reversal for each trust account.

Payment Fraud:

Upon determination that a payment previously posted was paid fraudulently, the accounting department shall reverse the payment as outlined in the *Payment Reversals* and return the payment in the form in which it was made, credit card, check, etc. or by other means acceptable to the Firm and the fraud victim. The accounting department shall notify the responsible attorney and client. The responsible attorney after consultation with the client shall determine what if any further steps shall be taken.

Fees and Fines Controller - The Fees and Fines Controller will oversee and be accountable for the Firm's compliance with this policy.

Annual Audit -The Fees and Fines Controller in consultation with internal auditors shall develop a process to audit payment processing practices of the Firm. The audit shall be conducted annually.

In addition to determining the level of compliance with this policy and consumer financial laws, the annual audit shall seek to identify any discretionary practices engaged in by the accounting department with respect to the application of payments that caused or is likely to cause Debtor harm or violate the FDCPA, UDAAP or the ECOA.

Payment Application Sequence - Unless otherwise directed by the consumer or authorized third party, payments will be applied first to reduce the balance owed on the oldest Debt owed by the consumer and applied in accordance with the client's contract requirements.

Convenience Fees – No convenience fee or other administrative processing fee will be charged by the Firm.

Frequency of Direct Payment Reporting from the Client – Debtor's may choose to make payments on the outstanding Debt directly to the client. Once a client transmits payment information to the Firm, the debtor's payment activity will be loaded by the Load Technician to ensure timely processing in the Firm's system. The contract manager will implement and maintain a process by which direct payments are reported and posted. Daily reporting of these payments is preferred to ensure proper balances included in any written or oral

communications with the consumer and to prevent continued collection activity on accounts that have been paid in full or otherwise satisfied to the satisfaction of the client.

Account Balances – The contract manager will ensure the amount outstanding, including the balance due and any itemized charges or fees, will be up to date and clearly presented in collection notices. Account balances will be calculated to the day and made visible to employees who handle collection calls and in collection notices.

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Policy 8.2 - Payment Processing

1. Purpose

The purpose of this policy is to clarify the types of cash, check, and electronic payments the Firm will accept by phone, mail, website, or in person and the compliance requirements for each type of payment.

2. Scope

The Firm will not accept cash payments except in limited circumstances as required by the client. The Firm will accept payments made by mail, checks by phone, electronic check conversion payments, credit card and debit card payments over the phone, and credit card and debit card payments via the Firm's website.

3. Procedure

Cash or Check Payments – In Person – The Firm will accept payments made in person. After determining the person seeks to make a payment on an account(s), the cashier will ask the person to sign in at the front desk for identification purposes and provide the person making the payment with a receipt which identifies the account, the entity identified on the account, the date, amount and method of payment. If payment is made by check, the receipt will also include the check number.

The cashier will secure undeposited payments in a safe (preferred) or other locked storage location until he or she takes them to the bank or sends them to the bank via a secure courier. Secure couriers will be utilized for higher volumes and/or dollar amounts. Deposits should be made by the end of the next business day unless contractual terms dictate otherwise. Accounting will be responsible for processing the payment in the same manner as checks received in the mail and will reconcile the system's receipt log to the daily deposit amount.

Checks By Phone – Employees may accept a one-time, pre-authorized demand draft (PADD) as payment for a Debt in accordance with U.C.C. § 3-402(a) and Electronic Check Conversion (ECK) transactions covered by Regulation E. An oral authorization for this type of payment is sufficient if the call is recorded and the script provided below is followed.

Sample phone script for a check by phone payment authorization

To confirm your payment, I understand you, [consumer's name] authorize Linebarger Goggan Blair & Sampson, LLP to create a check that we will deposit and draw funds from your [bank account type] on [month, day, year] for the amount of [\$X.XX]. The account information you've provided me is as follows:

You have authorized this transaction by phone on [date of oral authorization by phone]

Bank Name: [name of the consumer's bank]

Bank ABA Routing Number: [consumer's bank's ABA routing number]

Bank Account Type: [checking, business checking]

Bank Account Number: [the consumer's bank account number]

Is this information correct?

As of today's date, this authorization allowing the Firm to create a one-time paper check is valid and to remain in effect until you notify the Firm of its cancellation by calling [agency's telephone number]. [End of Script].

ACH Debit Transactions – By Phone - An electronic funds transfer includes a transfer of funds initiated by telephone that will be debited from the Debtor's bank account. These kinds of transfers are called ACH debit transactions. The Firm will accept both single [one-time] ACH debit transaction payments and a recurring series [more than one] of ACH debt transaction payments. 12 C.F.R. § 1005.3(b).

There are unique authorization requirements for single and recurring series of ACH debit transactions.

- Single Payment - A single ACH debit transaction only requires the Debtor's oral authorization for handling the payment in this manner so long as the call is recorded and the script provided below is followed.
- Recurring Series of Payments - Unlike a single ACH debit transaction, a recurring series of ACH debit transactions requires two types of authorizations.

First, as is the case with a single ACH debit transaction, the Debtor must provide an oral authorization for handling the payment in this manner. The call must be recorded and the script provided below for a recurring series of ACH debit transactions must be followed.

Second, in addition to the oral authorization, we must obtain the Debtor's written authorization [or similarly authenticated document] for the recurring series of ACH debit transactions before any transactions may be processed.

After obtaining the Debtor's authorization by the phone, the Firm will mail the Debtor a copy of the authorization for the Debtor to sign and return to the Firm. No such transactions will be processed until written authorization is received by the Firm. The Firm will include a self-addressed envelope with the copy of the written notice we mail to the Debtor to facilitate this process.

If we have not received the return of the Debtor's written authorization after ten business days of the date of the mailing of the authorization to the Debtor, the Firm will return the account to our inventory and reinitiate collection activity as if no such promise to pay had been made by the Debtor.

Sample payment authorization PHONE script for a SINGLE ACH debit transaction

To confirm your payment, I understand you, [consumer's name] authorize Linebarger Goggan Blair & Sampson to charge your [bank account type] by ACH on [month, day, year] for the amount of [\$X.XX] for [description of the transaction]. The account information you've provided me is as follows:

You have authorized this transaction by phone on [date of oral authorization by phone]

Bank Name: [name of the consumer's bank]

Bank ABA Routing Number: [consumer's bank's ABA routing number]

Bank Account Type: [checking, business checking, savings]

Bank Account Number: [the consumer's bank account number]

Is this information correct?

As of today's date, this payment authorization is valid and to remain in effect until you notify the Firm of its cancellation by calling [agency's telephone number].

You understand this is a one-time payment authorization and is valid and to remain in effect unless you [consumer's name], notify the Firm of its cancellation in writing or by calling us at [telephone number of agency for this purpose]. [End of Script]

Sample payment authorization PHONE script for a RECURRING series of ACH debit transactions

To confirm your payment, I understand you, [consumer's name] authorize Linebarger Goggan Blair & Sampson to charge your [bank account type] starting on [month, day, year] and on the [day of month] day of each month thereafter for the amount of [\$X.XX] for [description of the transaction]. The account information you've provided me is as follows:

You have authorized this transaction by phone on [date of oral authorization by phone]

Bank Name: [name of the consumer's bank]

Bank ABA Routing Number: [consumer's bank's ABA routing number]

Bank Account Type: [checking, business checking, savings]

Bank Account Number: [the consumer's bank account number]

Is this information correct?

This payment authorization is valid and to remain in effect unless you, notify the Firm of its cancellation in writing or by calling us at [telephone number of agency for this purpose].

This authorization for payment is for a recurring series of ACH debit payments from your bank account will begin on [insert date first transaction will occur] and continue each month until [account is paid in full/date].

A written authorization will be sent to you. Please sign it and return it in the self-addressed envelope so we may process your payments as we have discussed. [End of Script]

Credit Card Transactions – By Phone - Credit card payments are electronic funds transfers but are not governed by Regulation E and do not require written authorization for recurring payments. However, an oral authorization of the credit card payment is required. The call must be recorded and the script provided below must be followed.

An error might occur where the Debtor indicates a credit card is being used for the authorization when in fact the card is a debit card, which would be governed by Regulation E. The Federal Reserve Board has, however, provided a safe harbor if such an error results from an unintentional, bona fide error, notwithstanding the maintenance of procedures adapted to avoid such an error. Accordingly, collectors shall specifically ask the party making payment, on a recorded line, if the card is a debit or credit card.

The collector shall be responsible for obtaining and entering all information into the Debtor's account record regarding the payment(s) to be made by telephone. The collector will notify the Debtor that during the time the Debtor is providing the credit card number the recording will be turned off in order to not include the credit card number in the call recording for security purposes.

Sample payment authorization PHONE script for a ONE-TIME credit card transaction

To confirm your payment, I understand you, [Debtor's name] authorize Linebarger Goggan Blair & Sampson to charge your [credit card type] card on [month, day, year] for the amount of [\$X.XX] for [description of the transaction]. The recording will now be turned off while I take your credit card information.

Recording is turned off.

The account information you've provided me is as follows:

You have authorized this transaction by phone on [date of oral authorization by phone]

Credit Card Bank Name: [name of bank on the card]

Type of Card: [e.g. Discover, Visa, MasterCard, etc.]

Credit Card Number: [XXXX-XXXX-XXXX-XXXX]

Expiration Date: [month and year]

CVV: [a three digit number on the back of the card or a four digit number on the front of the card]

Is this information correct?

Recording turned back on.

This authorization for payment on [insert date transaction will occur] is for a one-time credit card payment. [End of Script]

Web Site Payments - If the consumer initiates a credit card payment, a one-time ACH debt transaction or a series of recurring ACH debit transactions via the Firm's web site, the Debtor will provide the required information and authorize either the single or the series of recurring transactions using a click through agreement. In all instances, the Firm will make a print-copy version of the Debtor's payment authorization available upon request to the Debtor who pays via the web site.

Interactive Voice Response System ("IVR") Payments - If the consumer initiates a credit card payment or a one-time ACH debt transaction via the Firm's IVR, the Debtor will provide the required information and authorize the single transaction using a telephone touchpad response agreement. In all instances, the IVR will provide a confirmation number of the Debtor's payment authorization to the Debtor who pays via the IVR site.

8.3 Future Dated Payments/ Post Dated Checks

1. Purpose

The purpose of this policy is to ensure the Firm complies with the FDCPA and any and all applicable state UCC requirements when accepting and processing postdated checks and other postdated payment instruments, including but not limited to electronic fund transfers, credit card payments, debit card payments and Pre-Authorized Demand Drafts ("PADDs").

2. Scope

The Firm will accept postdated checks and postdated payment instruments in payment on a FDCPA Debt. For purposes of this policy postdated check and payment instrument refers to any payment where the Firm has obtained authorization to process more than five days after the date of authorization. This may include but is not limited to paper checks, electronic checks, checks by phone, PADDs, electronic funds transfers [single and recurring debit and credit card transactions], wire transfers, money orders, etc.

Section 808(2) of FDCPA requires that if a debt collector receives a check or other payment instrument postdated by more than five days, the collector must send a written notice to the Consumer three to ten days before depositing the check or instrument. The purpose of the § 808(2) notice is to remind the Consumer he or she has written the check or issued the payment instrument so he or she will have available funds in the account to cover the amount of the postdated payment.

Failure to provide the notice within the specified timeframe may be a violation of the FDCPA and state law.

This section is interpreted by the Firm to apply to both postdated checks and all postdated payment instruments.

Postdated checks and postdated payment instruments may be received in any one of three ways:

- In person
- Phone
- Mail
- Firm's web site

3. General

Postdated checks and payment instruments will not be deposited earlier than the date of the check or as authorized by the Consumer/paying party.

Upon receipt of a postdated check, the accounting department shall hold the deposit of the check until the date of the check. Postdated checks will be retained for

safekeeping by the accounting department until the date of the check. Accounting shall maintain a permanent tracking log of postdated checks.

Postdated Checks

Postdated checks may be accepted. To the extent that postdated checks are accepted by telephone, the authorization of such checks shall be confirmed by the CCM or designate. The confirmation process shall be in strict compliance with the script provided for such purpose and shall be recorded in conformance with policy regarding recording of conversations. The account name, date of deposit, amount, account number, account name and ABA routing number shall be entered into the postdated check section of the database. A collection note will be entered that indicates the date, time, name of the individual confirming the conversation and the location of the recording. Multiple postdated checks may be entered using a single confirmation telephone call providing that the Firm provides the Consumer with the appropriate written notification of intent to deposit. The Call Center Manager or designate shall regularly review telephone payment authorization recordings to ensure compliance with this policy. Check by phone confirmation recordings shall be maintained for a period of 2 years following the date of the last transaction listed on the recording.

Future Dated ACH

The Firm will accept future payments in the form of an Automated Clearing House (ACH) transaction. Such payments, referred to as TEL ACH transactions, shall be accepted and negotiated in strict conformance with the Automated Clearing House Operating Rules. The Firm recognizes that not more than one future dated recurring ACH transaction may be authorized by telephone unless (a) the Consumer subsequently provides written authorization to such future recurring transactions, or (b) a separate telephone authorization for another individual transaction is given by the Consumer.

At no time will any employee make any communication to the Consumer which would indicate that the Firm will deposit the payment prior to the date authorized by the Consumer.

4. Procedure

The Firm shall notify the maker of a future dated payment by letter of the upcoming deposit of a postdated check for payment instrument if the future payment is received by the Firm 5 or more days prior to the deposit date.

The notification letter shall be sent to the current address of the Consumer by US mail not less than 3 or more than 10 days prior to the deposit date. The letter notification shall inform the Consumer that the payment will be deposited and shall include the amount and date of the transaction. The letter shall also indicate a toll free number which the Consumer can call to contact the Firm.

Policy 8.4 - Trust Accounts

1. Purpose

The purpose of this policy is to ensure the Firm's client funds are properly handled, disbursed and accounted for in accordance with generally accepted accounting principles, state bar rules and any applicable state trust account requirements.

2. Scope

This policy applies to all money collected by the Firm belonging to a client. Such funds shall be deposited in a trust account separate and apart from all other non-trust accounts owned, controlled or accessed by the Firm.

Numerous states impose unique trust account requirements on third party debt collectors that collect money from consumers owed to another. The Firm seeks to comply with all state trust account requirements and state bar rules.

3. General

The purpose of a trust account is to keep all client funds safe and separate from any other funds. In general, it is unlawful for the Firm to fail to deposit all monies collected, due and owed to clients, and fail to keep the funds in a local depository, until they are remitted to clients.

4. Procedure

Deposits

The Firm shall maintain bank accounts designated as Trust Account for its clients in a federally chartered banking institution. Trust accounts shall be in conformance with the requirements of appropriate state law and state bar rules. In situations where a client requires a specific trust account be maintained the Firm shall maintain a separate trust account designated for the specific client. The Firm shall also maintain a trust account for the specific purpose of receiving payment transactions such as bank wires, credit card clearing deposits and payments processed by payment services on behalf of Debtors (the "Trust Clearing Account").

Remittance

The Firm recognizes that its clients have specific remittance requirements based upon their specific business needs. The Firm shall make every effort to meet client requirements subject to adherence to this policy and the requirements of law.

Time Frame:

The Firm shall not agree to any contractual term which requires that payments be held in the appropriate trust account for a period longer than 180 days following the end of the month in which the payment was posted.

The Firm shall not agree to any contractual terms which require that payment be submitted to the client prior to the funds becoming available for use at the financial institution where the trust accounts are maintained.

Payment Reversals:

Generally, payment reversals shall be deducted from remittances due the client and when allowed contractually. In the event that the client requests that payment reversals be invoiced separately, the Firm may advance the amount of the reversal invoice into the appropriate trust account in order to maintain a positive trust account balance.

Remittance Statements:

All remittance statements generated to clients shall have the following information included for each payment listed: Debtor name, account number, date of payment, amount of payment, amount due client, fee due the Firm. Additionally the remittance shall list the total due client and total due the Firm.

Remittance Payments:

Remittances may be made by check, bank wire or ACH transfer based upon agreed contractual terms. To the extent that no payment method is designated payment shall be made by check.

Firm Fees:

The Firm shall not withdraw its fee from any trust account until such time payment has been made to the client.

Policy 9.1 - Collection Litigation Management

1. Purpose

The purpose of this policy is to outline the procedures the Firm will adhere to in connection with its collection litigation management program.

2. Scope

This policy extends to all accounts assigned to the Firm for collection and which meet the litigation criteria established by the respective clients to which the FDCPA Debts are owed.

Under no circumstance will the Firm knowingly threaten to file or file a law suit against a Consumer for payment of a debt as defined by the Fair Debt Collection Practices Act and for which the statute of limitations has expired.

3. General

The Firm provides a variety of debt collection services for clients, including but not limited to, collection litigation. The Firm is made up of attorneys who practice law. This policy evidences the Firm's understanding:

- Only accounts for which the Firm has received the express permission of the client may be handled by its collection litigation management services program;
- When communicating with Consumers in connection with the collection of a debt, the Firm Employees shall not represent or imply a law suit will be filed against the Consumer for nonpayment of the debt if in fact a licensed attorney, meaningfully involved in the litigation review of that debt, has not reviewed the account and the filing of a law suit for collection of that particular debt is imminent.

4. Procedure

Eligible Accounts – Only accounts for which the Firm has received the express written authorization of the client are eligible for the Firm's collection litigation management program. However, under no circumstance will the Firm include debts upon which the statute of limitations has expired; debts for which a 1099c has been provided; debts subject to any type of bankruptcy protection; debts owed by any individual subject to the protections of the Servicemembers Relief Act or debts originally owed by a deceased Consumer, in its collection litigation management program.

Client Authorization Criteria – Before any account will be introduced and processed through the Firm's collection litigation management program, the client will provide the Firm with the following information in writing:

- Date of delinquency;
- Date of last payment;
- Date of charge off;
- Minimum balance owed to be eligible for suit;
- Notice(s) of dispute;
- Notice of identity theft;
- Documentation of the indebtedness

Internal Review Process – Based upon the criteria each of the Firm's clients has established the Firm's collection staff will identify accounts that satisfy the criteria and forward such accounts to the Firm's collection litigation management department. Upon receipt, the collection litigation management department staff will determine if additional information is required and prepare the account for suit approval. Upon completing this step, the client will be asked to authorize suit. Upon receipt of the client's written authorization to pursue litigation, the account and all corresponding documentation will be forwarded to the appropriate attorney.

Meaningful Involvement Process – The Firm attorney will perform an independent, meaningful review and evaluation of the account for litigation. Upon determining the account is appropriate for litigation, the attorney will determine the date suit will be filed. The Firm attorney will handle the litigation to its conclusion.

Written Correspondence – At no time in the collection process will any written or electronic communications to a Consumer suggest, threaten, imply or include a reference to the Firm's collection litigation management program or the legal process.

Venue – Legal actions subject to the Firm's collection litigation management program shall be brought in the appropriate venue as required by FDCPA § 811, 15 U.S.C. § 1692i. Specifically, any legal action on a debt against any Consumer shall—

- (1) in the case of an action to enforce an interest in real property securing the Consumer's obligation, be brought only in a judicial district or similar legal entity in which such real property is located; or
- (2) in the case of an action not described in paragraph (1), bring such action only in the judicial district or similar legal entity—
 - (A) in which such Consumer signed the contract sued upon; or
 - (B) in which such Consumer resides at the commencement of the action.

Policy 9.2 - Out of Statute Debt

1. Purpose

The purpose of this policy is to ensure the Firm complies with all federal, state and municipal laws and regulations as well as applicable FTC Consent Decrees and judicial decisions when collecting FDCPA Debt for which the statute of limitations (SOL) has expired.

2. Scope

The Firm recognizes the unique compliance challenges associated with the collection of out of statute FDCPA Debt. In order to meet these compliance challenges, the Firm shall implement procedures to:

- Detect and segregate out of statute FDCPA Debt in its existing inventory of accounts;
- Identify and record the date the statute of limitations will expire; and
- Implement system wide controls to effectuate such preventive measures.

3. General

It is the Firm's policy not to initiate communication with debtors after the expiration of the statute of limitations on FDCPA Debt.

4. Procedure

The Firm's database will track the date of charge off, date of last payment or last transaction date for each account. It will also identify each account as written agreement closed end, written agreement open end credit and/or medical debt. Such information shall be inputted and the SOL date determined before any accounts are presented to the collection floor for collections.

Policy 10.1 - Vendor Management

1. Purpose

The purpose of this policy is to reduce the risk for the Firm related to the outsourcing of business functions to external Vendors and Service Providers (herein collectively called “service providers”) by establishing guidelines for the evaluation of new companies, oversight procedures for existing service providers, and contract requirements for all companies that provide services to the Firm.

2. Scope

This policy describes the Firm’s objectives and policies regarding external companies who provide needed services to the organization including, but not limited to: vendors, service providers, collection attorneys, contract employees, and other organizations conducting business for, or on the behalf of, the Firm. This policy applies to all company employees who work in any capacity with service providers, and all employees who may receive knowledge that the actions of a service provider bring harm to any consumer. These employees may include, but are not limited to:

- Senior Management
- Contract Administrator
- Middle Management and Supervisors
- Those in the organization who are responsible for data transfer and data security
- Those in the organization responsible for resolving consumer complaints

3. General

The Management Committee or the senior management team of the Firm shall appoint an individual, or an appropriate sized team, to manage and monitor the process of vetting new service providers; to monitor the activities of these companies in a manner that assures compliance with consumer financial protection laws; and to assure that all contracts contain language that clearly states the organization’s requirements for complying with these expectations along with remediation programs to correct unwanted behavior or practices immediately when discovered by the organization. These expectations shall clearly define communication channels and feedback mechanisms to notify the organization of any event that could present a compliance risk to the Firm.

4. Procedure

The contract administrator or team shall compile and maintain an accurate list of all service providers. This list shall include the following information: company name, contact name, address, phone number, email address, date acquired, last contract date, contract expiration date, and approximate annual “spend” with this company. This list shall be used to monitor the expiration of existing contracts as well as provide an easy source to obtain pertinent information regarding these companies when needed.

The contract administrator will initiate new contracts for each company and administer the contracts upon expiration of the current term (if a contract exists) or immediately for those companies without a contract. The new contracts will contain specific language regarding compliance with consumer financial protection laws, language granting the Firm rights to investigate the company's compliance management system, and agreement on remediation measures should non-compliance be discovered. The language in these contracts should be approved by the organization's general counsel.

All existing service providers should be categorized according to risk. A specific plan for each risk category should be developed according to the potential risk. These plans should include, but are not limited to: questionnaires; a review of the service provider's compliance management system; a review of the service provider's policies and procedures; a review of all business complaint logs relating to compliance and ethics complaints relating to compliance; current and past consumer lawsuits filed against the service provider. The Firm should conduct telephone interviews or site visits depending on the risk category of the service provider. These calls and visits shall include training the service provider on the organizations process and philosophy for handling consumer complaints. All new service providers shall be subjected to a similar, organized process.

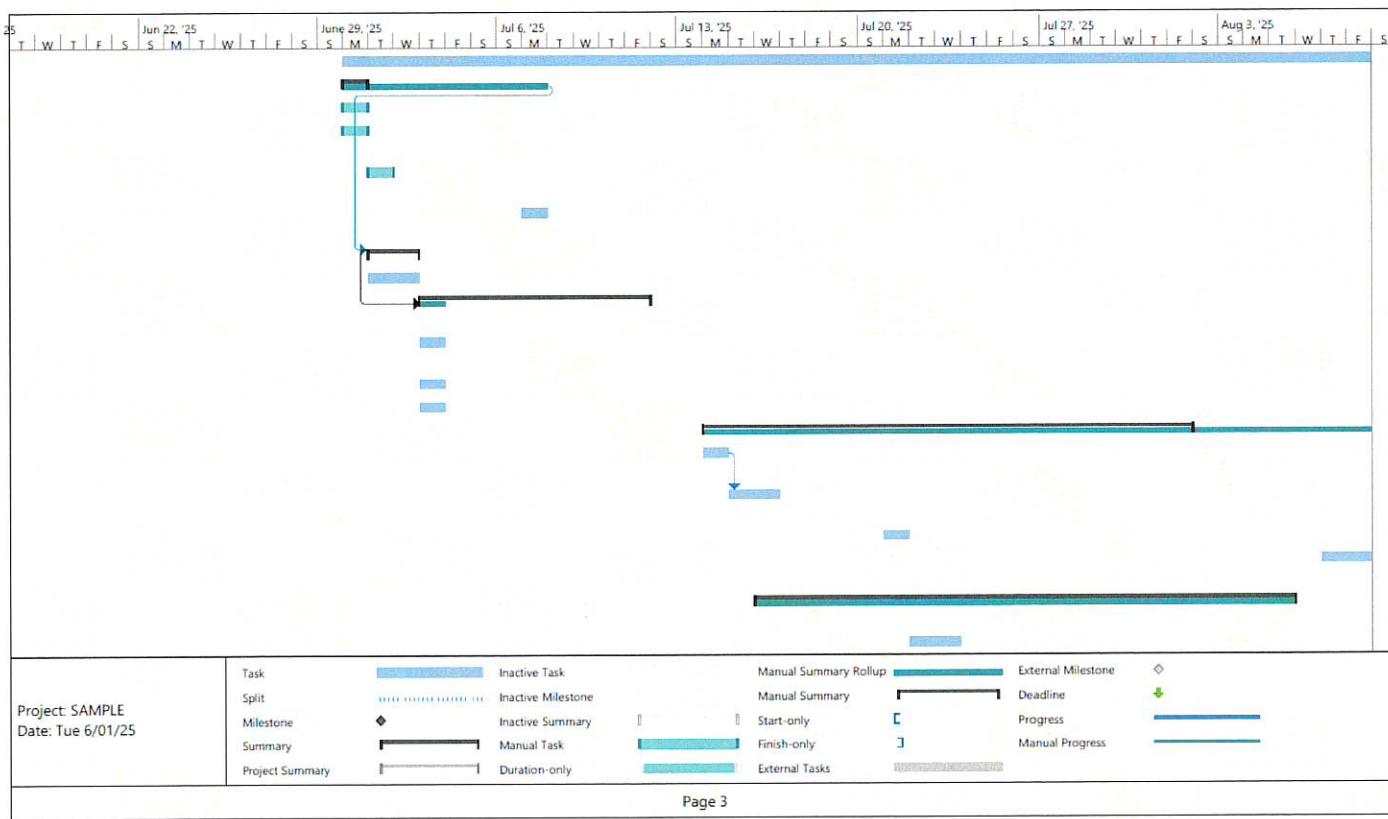
The contract administrator shall develop and execute an inspection and testing program to routinely check the performance of all high risk service providers. The purpose of this program is to detect and correct potential violations of consumer protection laws and to document the outcome of this testing and the appropriate remediation action taken.

The contract administrator shall document all compliance activities for the vendor and service provider management program and shall periodically report the results to Senior Management.

EXHIBIT G: Project Timeline

Following is a sample timeline of events for the City's contract. We will work closely with the City to develop an efficient implementation that includes careful testing of each step. Our 175-member IT team along with our experienced project management team will provide superior service for the City.

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	
1	File	Notice to Proceed	30 days	Mon 6/02/25	Fri 6/11/25																					
2	File	Workshops & Meetings	1 day	Mon 6/02/25	Mon 6/02/25	ITG/Project Mngr																				
3	File	Client Documents	1 day	Mon 6/02/25	Mon 6/02/25																					
4	File	Approved Collection Letters	1 day	Mon 6/02/25	Mon 6/02/25																					
5	File	Submit to Client for Review	1 day	Tue 06/03/25	Tue 06/03/25																					
6	File	Hardware & Software Acquisition	1 day	Mon 6/09/25	Mon 6/09/25																					
7	File	Design	2 days	Tue 6/03/25	Wed 6/04/25	ITG/Project Mngr																				
8	File	Documentation	2 days	Tue 6/03/25	Wed 6/04/25																					
9	File	Development & Programming	7 days?	Thu 6/05/25	Fri 6/13/25	ITG																				
10	File	Placements Programming	1 day?	Thu 6/05/25	Thu 6/05/25																					
11	File	Posting Programming	1 day?	Thu 6/05/25	Thu 6/05/25																					
12	File	Letter Programming	1 day?	Thu 6/05/25	Thu 6/05/25																					
13	File	Deployment	15 days	Mon 6/16/25	Fri 7/04/25	ITG																				
14	File	Software Deployment	1 day	Mon 6/16/25	Mon 6/16/25																					
15	File	Production Environment Testing	2 days	Tue 6/17/25	Wed 6/18/25																					
16	File	Go Live	1 day	Mon 6/23/25	Mon 6/23/25																					
17	File	Monitoring of Live Site	2 days	Thu 7/03/25	Fri 7/11/25																					
18	File	Standard Operating Procedures	15 days	Wed 6/18/25	Tue 7/08/25	Project Mngr/Contact Center Mngr																				
19	File	Training	2 days	Tue 6/24/25	Wed 6/25/25																					
Project: TEST CLIENT Date: Tue 6/01/25		Task	Inactive Task				Manual Summary Rollup				External Milestone				Diamond				Down arrow				Up arrow			
		Split	Inactive Milestone				Manual Summary				Deadline				Progress				Horizontal bar				Horizontal bar			
		Milestone	Inactive Summary				Start-only				Duration-only				Finish-only				Manual Progress				External Tasks			
		Summary	Manual Task				Horizontal bar				Horizontal bar				Horizontal bar				Horizontal bar				Horizontal bar			
		Project Summary	Duration-only				Horizontal bar				Horizontal bar				Horizontal bar				Horizontal bar				Horizontal bar			





LINEBARGER
ATTORNEYS AT LAW

Jun 22, '25 | Jun 29, '25 | Jul 6, '25 | Jul 13, '25 | Jul 20, '25 | Jul 27, '25 | Aug 3, '25

T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S

Project: SAMPLE
Date: Tue 6/01/25

Task

- Split: Inactive Task
- Milestone: Inactive Milestone
- Summary: Inactive Summary
- Project Summary: Duration-only

Manual Summary Rollup

- Manual Summary: Start-only
- Manual Task: Finish-only

External Milestone

- Deadline: Progress
- Manual Progress: Duration

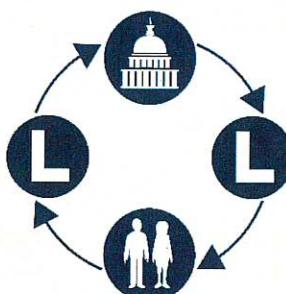
Duration-only



EXHIBIT H: Value Added Services

Linebarger offers additional details regarding our value added services we offer the City at no cost.

Linebarger 360 Advantage



Linebarger takes a unique approach to the overall resolution process. Our firm recognizes the value to the City of all resolution options. Even more, we commit additional resources and staff to work and assist with these cases.

With the Linebarger 360 Advantage, our team does more than just provide traditional collection services. We close the circle on the collection process by providing the City valuable information that can be used for resolution. This is a distinct approach, which requires the commitment of staff and resources.

Some firms will tell you that collections efforts are worthless beyond a set period of time. The reality is that costs increase as time passes and accounts become worthless to that firm. Our extensive experience shows that defendants often resolve their citation and warrant when they get to a certain age or time in their life. We work hard to get an immediate response, but don't just give up on accounts because they hit a certain date on the calendar. We have statistical evidence indicating when people will resolve accounts, and it has more to do with their situation than how many months they have been in collections.

It is our mission to pursue every case referred to Linebarger.

This belief underlies our entire program.

Linebarger continually seeks to improve its collection programs and offers the City these value-added services as innovative additions to our effective, comprehensive collection process.

Linebarger's experience, along with our ongoing innovative efforts to meet our clients' evolving needs, is what makes our collection program successful. Linebarger is dedicated to finding and implementing new ways that help clients collect on outstanding accounts. We continue to focus on and evolve in offering value-added services.

Deceased/Incarcerated Assistance

Often during the collection process, we determine an individual is incarcerated or deceased. While each status is treated differently by each court, we work to provide additional details helpful to the City in determining resolution of the account. We will work with the City to provide all the information available to help make resolution determinations.

Attorney Contact

Among the many benefits of hiring Linebarger to handle delinquent court collections is the availability of attorneys to contact and help resolve matters with defendant's attorneys. When a case is sent to us with an attorney on file, Capital Partner Wade Gent will reach out directly to that attorney to provide a reminder of their obligation and need for resolution.

This personal and professional touch goes beyond the normal collection process and provides an additional avenue of resolution for the defendant and ultimately, for the court. Attorneys representing defendants can often be a vital part of the court process.

In addition to this process, we will engage the court to see if further steps are necessary and to provide any assistance. The duty of attorneys to follow up with their responsibilities is great, and when a court requests an appearance, it carries a heavy weight. We can assist in this process in whatever manner is needed.

Disputes

When a written dispute is made by a defendant, a response is required. Sometimes that response is an action by the court and sometimes it is providing information from our firm. Your attorney, Wade Gent will handle these personally to ensure disputes get to the court for consideration, and to steer individuals back to resolution.

Full Circle

The case statutes mentioned above are some examples of the work we provide to create a full circle of communication, hence Linebarger 360. Many cases need special consideration and we want to get that information back to the court so cases can be resolved. We are constantly seeking new ways to help our clients with information they need and look forward to working with your Court and Utility teams on innovative ways to clear your backlog of cases. Many firms promise this in proposals -- we deliver.

Scofflaw Program - Vehicle Registration Refusal

State law supports municipal and county courts' efforts to collect unpaid fines and costs by authorizing the county tax assessor-collector (TAC) to refuse to register any motor vehicle of a person with outstanding fines and court costs. Unlike traditional scofflaw systems with lower success rates, we have developed an **advanced scofflaw process that boasts a hit rate exceeding 90%**. This highly effective tool significantly enhances our ability to prompt delinquent account holders to address their outstanding issues. Our enhanced scofflaw process goes beyond merely placing a hold on the registration of the vehicle involved in the violation.

Instead, it enables the Court to place holds on all vehicles registered in the delinquent account holder's name. This innovative approach is a powerful new tool for encouraging county and district court delinquent account holders to settle their accounts. Importantly, this exclusive capability is available only through Linebarger.

Linebarger's scofflaw process interfaces with the State of Texas whereby a registration block can be sent either 1) directly to the State on behalf of the City or 2) TAC for uploading to the State. Either process will allow the City to place registration holds on traffic cases with an outstanding warrant (warrant is required for Cities, not counties) for a period of two years (for Counties only). Linebarger

will help facilitate the setup of the inter-local agreement (ILA) with the State in order to begin the scofflaw process. Regardless of the direction you choose, both Linebarger and the City will collaborate to ensure timely updates, facilitating the prompt release of scofflaw holds as cases are closed, paid, or resolved. While the scofflaw program relies on the governmental unit's contract with the Texas Department of Motor Vehicles, its success is significantly enhanced by strong working relationships with the local Tax Assessor-Collector (TAC) and the County's Commissioners' Court, typically formalized through an Interlocal Agreement (ILA). We are well positioned to work closely with the City to support this service and establish a highly effective scofflaw program.

City Case Study on Effective Scofflaw

For cities that implement a scofflaw program, the process can be effective for hard-to-collect cases. For example, we've included the following charts for two similar municipal clients that used the scofflaw program to increase their collection efforts. Scofflaw was used for delinquent account holders who refused to pay and/or ignored our attempts to reach them. These rates should not be considered a baseline recovery rate, but a rate that applies to more challenging accounts.

CLIENT A SCOFFLAW RESULTS	
# OF CASES SCOFFED	3,291
PAYMENTS COUNT	953
PAYMENTS TOTAL	\$ 268,377.35
CANCELLED COUNT	230
CANCELLED TOTAL	\$ 59,224.99

Total \$ Paid/Resolved	\$ 327,602.34
Total \$ Placed with Scofflaw	\$ 958,809.46
% \$ Paid/Resolved	34.2%

Total # Paid/Resolved	1183
Total # Placed with Scofflaw	3,291
% # Paid/Resolved	35.9%

CLIENT B SCOFFLAW RESULTS	
# OF CASES SCOFFED	529
PAYMENTS COUNT	139
PAYMENTS TOTAL	\$ 52,633.08
CANCELLED COUNT	37
CANCELLED TOTAL	\$ 15,442.83

Total \$ Paid/Resolved	\$ 68,075.91
Total \$ Placed with Scofflaw	\$ 218,261.04
% \$ Paid/Resolved	31.19%

Total # Paid/Resolved	176
Total # Placed with Scofflaw	529
% # Paid/Resolved	33.27%

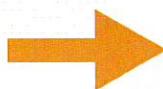


Improved Vehicle Registration Block Process for Cities

Traditional Scofflaw Process



Ticket Associated with
License Plate

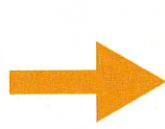


Registration Block for
Single Vehicle
(only when owned by Driver)

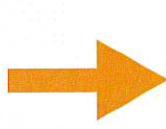
Linebarger's Improved Scofflaw Process



Ticket Associated with
Driver's License



Proprietary Skip Trace to
Identify Multiple Vehicles



Registration Block for
All of Driver's Registered Vehicles

What Cities need to know

A Warning must be issued – 702.004

- Citations need to include warning language of possible registration denial

Must have a Warrant – 702.003

- City must have a warrant issued for the defendant

Max Fine – 702.001

- Fine not to exceed \$200.00

Must be a Traffic Law – 702.001

- Traffic law means a statute or ordinance, a violation which is a misdemeanor that regulates, on a street, road, or highway of this state

Timely notification of case resolution is critical

- Linebarger needs to know when a ticket is paid/dismissed/resolved

Our program can work with Cities who have an existing relationship with their Tax Assessor Collectors and/or who already submit to the State

What is required to submit to the State

Interlocal Agreement between City and State for Traffic Scofflaw

- Each City must set up an Interlocal Agreement with the State
- Cannot use a Red Light Interlocal Agreement

Authorization Letter – allows Linebarger to send on client's behalf to State

- Letter establishes Linebarger as submitter to the state; this can take several weeks for the State to complete

Setup escrow account with State that will need to be funded and monitored

- Part of the Authorization Letter – A minimum \$500 escrow account is required for each client - handled by Linebarger
- Each City will need their own escrow - handled by Linebarger
- Escrow balances will need to be monitored and funded - handled by Linebarger

For more information about Linebarger Goggan Blair & Sampson, LLP, visit our website at www.lgbs.com.

The attorney responsible for the contents of this advertisement is Jose Padilla. Principal Office: Austin, Texas

Bilingual and Multilingual Communication

Many of our professional collectors are bilingual or multilingual, and we have translation assistance available in cases where we do not have staff with the requisite language skills. Our firm utilizes an interpreter service that provides more than 10,000 interpreters in 240 languages. Our collectors simply dial a toll-free number, select the desired language, and include the interpreter/operator on the call so that all communication is recorded, and the defendants' questions are answered. Our interpreter service works with various government entities such as courts and corrections, employment and labor, and public health.

Targeted Messages to Individuals with Public Notices

Based on our extensive experience with diverse clients, we understand that traditional methods like letter mailings and phone calls are not always effective for reaching delinquent account holders. If selected, Linebarger will collaborate closely with the City to explore and implement strategies and proactive initiatives that have proven successful for other clients statewide in contacting hard-to-reach delinquent account holders.

Our approach includes a variety of techniques such as public awareness campaigns, media outreach, radio announcements, and customized postcards, among others. We will coordinate these efforts with the client's law enforcement offices and court staff to tailor the messaging effectively and ensure it receives client approval before implementation.

Multi-Communication Methods – Omnichannel

Omnichannel communication enables Linebarger to employ the most up-to-date strategies for contacting and maintaining communication with defendants. Our IT experts continually fine-tune these strategies using the latest developments in analytics and artificial intelligence (AI).

Key Components of Omnichannel

Utilizing multi-channel integration, we incorporate various communication channels, such as phone calls, text messaging, email, and chat, to ensure they connect seamlessly for our clients. The central database for defendant information provides consistent and accurate communication across all channels.



Automated workflows send reminders, follow-ups, and notifications on our clients' desired channels. Data analytics track the performance of each channel and make informed decisions about optimizing communication strategies.

These processes and data allow us to effectively engage defendants, while maintaining compliance with relevant laws and regulations. With specialized dialing, text, and emails, Linebarger can contact

defendants through their preferred communication channels and provide a personalized and efficient experience.

Benefits of Omnichannel

Omnichannel increases the chances of reaching defendants, resulting in higher debt recovery rates and greater defendant satisfaction. Streamlining communication across multiple channels boosts efficiency and productivity, ensuring all communications adhere to legal and regulatory requirements, reducing the risk of non-compliance. Utilizing AI technology with Omnichannel communications extends 24/7 availability to defendants.

MMS Functionality

Linebarger's communication channels include phone calls, SMS (a text of up to 160 characters), MMS (a text that includes text, images, and a website link), and email. Our MMS texting promises to offer individuals a visually guided experience, reducing pain points for defendants, increasing response rates, and allowing for a smooth self-service experience. Our industry data shows an increase in penetration rate success.

Data Privacy

Linebarger encrypts all data at rest and in motion using the latest encryption algorithms.

Security

All employees receive annual information security training via LGBS University, the firm's online training portal. Customer service providers and those who handle sensitive defendant information receive additional, detailed training. The firm requires employees to complete approximately one hour of cybersecurity training annually. Covered topics include:

- > Emails and messaging
- > Strong passwords
- > Phishing
- > Keeping information/passwords secure
- > Locking PCs

Antivirus software is installed on all desktops, servers, firewalls, and internet email gateways. Our antivirus software utilizes signatures, but also heuristics for behavior-based anomalies. The antivirus software is dynamically updated in real-time utilizing data from global Security Operations Centers (SOC) and threat researchers.

Texting and Email Communication

BEGIN CONFIDENTIAL INFORMATION

With a targeted audience and comprehensive data, we can utilize a specialized system for dialing, texting, and emailing to effectively reach the City's delinquent account holders. This outreach campaign would ideally be synchronized with other communication strategies, providing an additional channel to remind delinquent account holders of their outstanding balances.



These campaigns can also align with any special initiatives from the City aimed at contacting individuals with warrants, offering information about these initiatives, and providing payment opportunities. In compliance with legal regulations, we will collaborate with the City to implement a highly effective campaign.

The image shows a smartphone with a white frame. The screen displays a message in a light blue box: "Et malesuada fames ac turpis egestas maecenas pharetra. [Faucibus interdum posuere lorem ipsum. Viverra ipsum nunc aliquet en <https://www.lgbt.com/> convallis.](#)" Below the screen, there are three circular icons: a person, a gear, and a plus sign. The background of the slide is a light grey gradient.

We will leverage artificial intelligence and automated workflows to send reminders, follow-ups, and notifications through preferred channels. Data analytics will be used to monitor the performance of each channel, enabling us, in conjunction with the City, to make informed decisions and optimize communication strategies. By using preferred communication channels, we aim to achieve higher recovery rates and enhanced customer satisfaction.



Linebarger works with constables and warrant officers by providing updated skip-traced data lists to help them with their field warrant enforcement efforts.

Texting

MMS Functionality

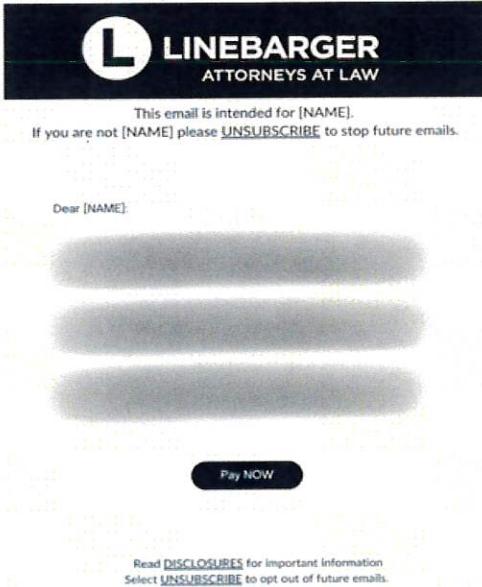
Linebarger's communication channels include phone calls, SMS (a text of up to 160 characters), MMS (a text that includes text, images, and a website link), and email. Our MMS texting promises to offer individuals a visually guided experience, reducing pain points for delinquent account holders, increasing response rates, and allowing for a smooth self-service experience. Our industry data shows an increase in penetration rate success.

With so many debtors preferring to interact with our firm through digital communications, we are making it easier for them to do so, and ensuring that we follow all applicable laws and regulations governing this kind of communication. For instance, we include the Linebarger logo and toll-free

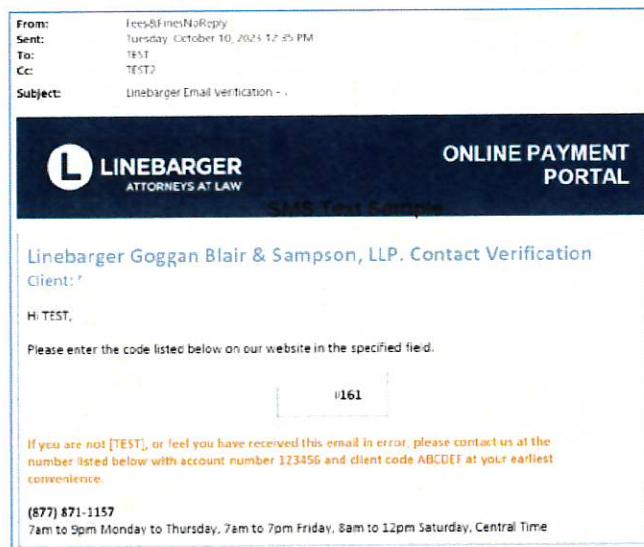
number in all of our texts. This, along with short code security, helps protect the recipient from fraudulent or scam texts.

Short Code Security: Linebarger has completed the rigorous process to send texts through a short code. This is important to our clients, their assigned individuals, and Linebarger as it helps ensure

Email Sample



Email Verification



the recipient that the text is from a legitimate business. The short code offers enhanced security and reliability due to a strict carrier approval process and reduced risk of spoofing compared to long codes. Linebarger texting is managed completely through our 175-member IT department. This in-house handling ensures that this, and all forms of communication, meet the strictest security requirements. Enhanced internal monitoring of the process is a key differentiator over firms that may outsource this entire form of communication.

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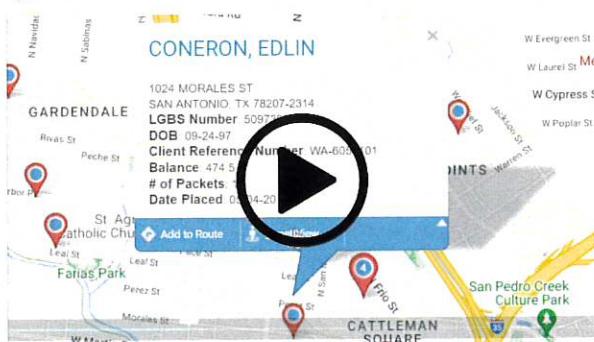
Geolocation: Geographic Information System Mapping Service

Linebarger can map your accounts onto a real time mapping program.

Contact with delinquent account holders is not always easy.

One tool Linebarger uses to reach delinquent account holders is our free geolocation mapping service, which overlays addresses onto maps that can be accessed on mobile devices, making it easier to create door to door and warrant campaigns.

[Watch a short video](#) on the geolocation tool.



Linebarger creates a secure log in for your team or officers who may need access to the data. The software can create routes between addresses for easily walking a targeted area or neighborhood.

Each point on the map displays key information about the delinquent account holder, including how many outstanding accounts are at each address.

Warrant Enforcement Initiatives (Sweeps)

While the statewide warrant round-up has changed significantly, Linebarger has extensive experience working with our clients in warrant campaigns and other special initiatives where we assisted our clients in meeting their resolution goals. Linebarger assists our Fort Worth office clients that initiate warrant programs, working in conjunction with their existing policies and procedures.

Our clients see a significant increase in their revenue collections during Tax Sweep campaigns. Since February 2017, Linebarger has mailed over 1.2 million Warrant /Tax Sweep letters on our clients' behalf.

Linebarger will assist the City during warrant enforcement initiatives by mailing letters to delinquent account holders with warrants. We modify our collection processes and operational methodologies to the specifics of each local program. Linebarger creates custom letters and mails them on a schedule designed to maximize the effectiveness of the program.

Before and during a warrant enforcement initiative, we continually run phone campaigns to inform the delinquent account holder that they have the opportunity to avoid arrest by making payment in full and satisfying their commitments to the City. Linebarger also creates targeted press releases and informational awareness campaigns for the news media in all participating areas. This ensures maximum community exposure to encourage collections and case resolution. We work in coordination with our clients/warrant officers to help facilitate the resolution of the outstanding cases. Linebarger will also assist the Court/Warrant Officers with additional skip tracing and GPS mapping in an effort to locate the delinquent account holder in a strategic and time saving manner. Our coordination with the clients/warrant officer and the Court is part of our continuing effort to create a successful collection program.

Our customer service representatives (CSRs) support warrant enforcement initiatives by making outbound calls and fielding inbound inquiries. They help identify people that "refuse to pay," and we provide lists of these individuals to our clients or their law enforcement personnel for follow-up.

We have also provided this service for cities that wish to offer Amnesty programs and have experience in a variety of alternative promotional activities.

Additionally, we offer the City the following provisions to aid warrant enforcement initiative efforts:

- > Linebarger's website (lgbs.com) serves to keep both clients and the community informed about who we are, our values, and how we support our communities. It offers visitors

information on how to contact us for payments, inquiries, or assistance via phone or email. The site attracts approximately 400,000 visitors annually. We can add a dedicated link for a warrant enforcement initiative to the website, allowing us to track traffic and views related to warrants and the associated information.

Incode Software Experience

Linebarger possesses in-depth expertise in Tyler Technologies and its Incode software. Our collection portfolio currently includes Over 185 Incode clients who rely on the Tyler Incode – Linebarger export. Our familiarity with Incode extends beyond assistance in the transfer of placement and/or update files. Marisela Navarro's extensive hands-on experience allows her to assist our clients in all aspects whether it is procedural or providing physical assistance in emergency window coverage instances.



Our staff of more than 175 highly trained IT professionals work daily to ensure that the system interface continues to operate swiftly and without requiring of staff time.

Linebarger has also developed a custom module that interfaces directly with the Tyler Incode software for municipal courts. This module expedites the import and export of data from the Tyler Incode system to the Linebarger proprietary software, easing the burden of tasks on the City staff. Our module is now fully integrated with Incode version 10, as well as version 9, offering this option for either software version.

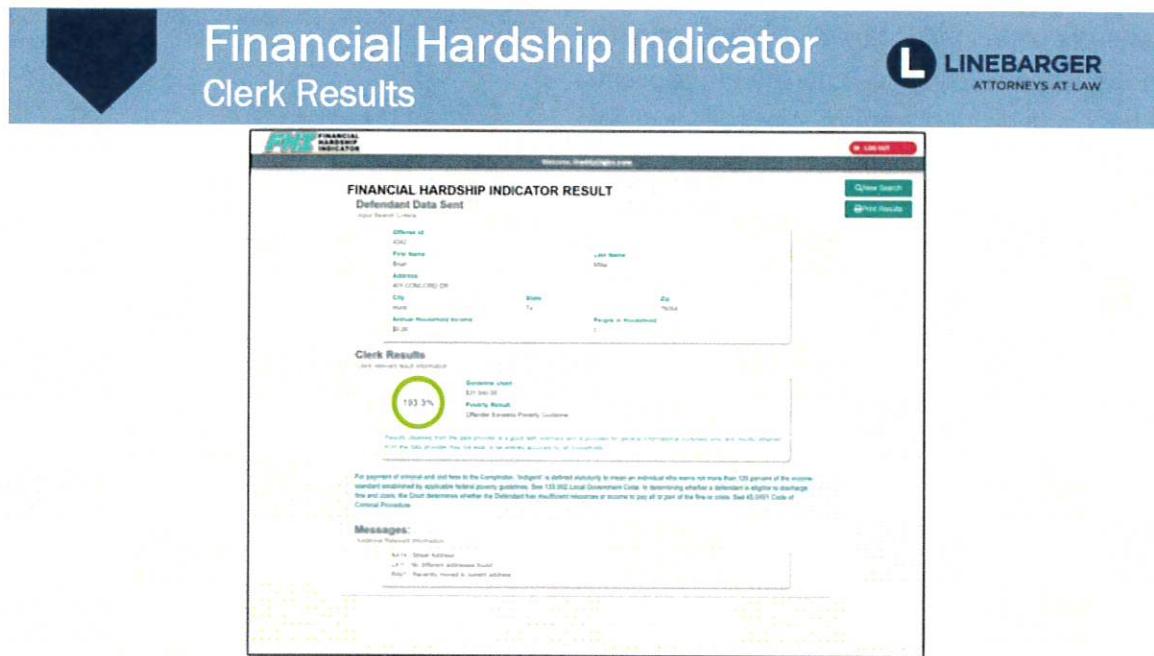
Linebarger will Reimburse the City for the annual Tyler Module Maintenance Costs

Linebarger will reimburse the City for the annual maintenance costs of the Linebarger collection module provided through Tyler Technologies.

Financial Hardship Indicator

The Financial Hardship Indicator allows the court to look up vital delinquent account holder information for determining payment eligibility. Linebarger sends out the search criteria entered by the user to our data provider and receives immediate results regarding the delinquent account holder's household income and payment abilities. The court can use this information to potentially adjust the fines and fees assigned based on the delinquent account holder's ability to pay.

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Quick Read (QR) Code

Used often to quickly access webpages with mobile devices, the QR code included in our correspondence contains the online payment address and will automatically direct the device to the online payment center.

Bankruptcy Representation

Typically, government related fees and fines are exempt from bankruptcy discharge. If a defendant has filed for bankruptcy protections, Linebarger will suspend all collections activities so as to not violate the automatic stay provisions that are afforded a bankruptcy petitioner. We will notify the City of the bankruptcy, monitor the case, and once it is closed, we will resume collections if that is the appropriate course of action. Linebarger's North Texas bankruptcy team serves the Dallas-Fort Worth region. Partner Lisa Evans directs all North Texas bankruptcy operations and is supported by three additional attorneys and nine support staff. These members hold licenses allowing them to collectively practice in the following courts: all U.S. District Courts in Texas, the Third, Fourth, Fifth, and Tenth U.S. Courts of Appeals, and the U.S. Supreme Court.

Legislative Support

Linebarger understands how changes in state law and administrative rulings can affect its clients. We have a dedicated team of in-house legislative experts to assist our clients at the State Capitol. Our Governmental Affairs team has an effective presence at the State Legislature in Austin and maintains outstanding relationships with Texas Legislators and their staffs.

In addition to our involvement with members of the Texas Legislature, we work with and support various professional organizations and various state agencies, such as the Texas Comptroller's Office, in order to provide a consolidated effort in shaping legislative policy and change.

Our Governmental Affairs Department has tracked and reported on legislative activities for many years. They produce a weekly e-mail report on all legislation affecting taxing entities whenever the Texas Legislature is in session and distribute it to clients interested in updates. Following a legislative session, they offer workshops around the state to help government officials and tax office personnel understand and comply with the latest changes in state regulations.

Local Government Relations

We recognize the importance of inter-local cooperation and working with other governmental agencies to maintain positive relationships and productivity. We facilitate these relationships as and whenever the opportunity arises. Moreover, our Governmental Affairs team will work at the state level to further the interests of the City with respect to sound delinquent collection practices and policies.

My Info

One of the benefits of choosing Linebarger as your collections firm is our ability to set up a secure portal where your defendant can get more information about their outstanding balances. Each letter sent to defendants will contain a unique link and instructions on how to securely access the site. After logging in, they can view information about outstanding fees and fines along with an integrated payment link. The entire portal can be customized with the City's website payment information. This



portal can be added to your customized collections program at no cost and is fully maintained by Linebarger's Information Technology Group (ITG). [Learn more about My Info Portal.](#)

Amnesty Services

We work with several municipal clients to assist them with their amnesty programs. We draft sample letters, notices, and media responses to effectively communicate with their constituents and develop special reports to analyze results. We also modify our online interactive voice response (IVR) collection payment processes during these periods to ensure that all amnesty payments are processed correctly.

Updated Defendant Contact Information

Our firm recognizes that the Court is not an island in the resolution process; rather, we seek opportunities in which we can collaborate and expand our level of service. We will work with Warrant Officers and Marshals to provide an updated skip traced data list that can be utilized to assist in field warrant enforcement efforts.

Online, Real-time, Account Access for the City

Linebarger Dashboard

The Linebarger Dashboard offers dynamic real time report generation that the City can create and save on their dashboard for easy tracking measurement of performance gains. Dashboard is a tool that allows the client to view a full history of portfolio activities. Clients can see up-to-date details on collections, placements, letter and phone activities, skip trace attempts, and more. The authorized user can review data for the entirety of the contract prior year, year-to-date, the previous month, or even the prior day, as this information is updated daily. The Linebarger Dashboard is entirely interactive and enables the client to view and build customized graphs and reports that can be exported for easy sharing.

The Linebarger Dashboard offers:

- > Summary of placement details, defendant contact efforts, and total collections



Watch our video on how Dashboard gives a real time snapshot of collection efforts across multiple metrics.

- > Interactive heat mapping, collection graphs, mailing/call and skip-tracing attempts, allowing the client to look at customer accounts in detail
- > Annual, monthly, and daily data on total collections and placements
- > Monthly and daily views of letter and phone activities
- > Annual and monthly data on total skip-trace attempts
- > Quarterly scorecard offering a breakdown of account history

Remote Data Access Capabilities: Client View

Linebarger offers the City online, real-time access to view the status of their accounts and our collection activities via an Internet connection. The City can monitor individual account activity such as collection letters, phone calls and collector notes, and the most up-to-date information on the status of the account in the collection cycle. Client View also supports a wide range of reports that we can tailor the City's specific portfolio data, including placements, aging, collection rates, dismissal rates, and other variables.


 A screenshot of a software application titled "Linebarger Goggan Blair & Sampson, LLP" showing a "Client View" interface. The main window displays an "Account Detail Summary" for an account. The summary includes the following information:

NAME: RUSSELL, AMANDA	ITEM: \$325.00	OPENING: \$0.00
PHONE: 210-403-8600	AMOUNT PAY: \$0.00	INTEREST: \$0.00
ADDRESS: 5407 BEDEAU AVE	COURT: \$0.00	DISCOUNT: \$0.00
CITY: SAN ANTONIO	CANCELLED: \$0.00	MANUFACTURED: \$0.00
ST: TX	MINIMUM: \$0.00	BALANCE: \$275.00
ZIP: 78255		
PACKET: 114351151		
OUR ACCOUNT #: 100109		
YOUR ACCOUNT #: 100054		
SSN		
STATUS: PAY		

 Below the summary, there are tabs for "Payment Summary", "Payment History", "System Notes", "Due Diligence Summary", "Letters", "Interactions", "Attorney Info", "Skip Traces", and "Payment Plan". A large black play button icon is overlaid on the center of the screenshot.

Pre-Collection Services

We will implement a no-cost and no-fee pre-collection program for the City. That is, if approved, the City can refer new past due accounts to our firm that are not yet eligible for the statutory add-on collection fee. The firm will then generate a postcard on behalf of the City (with the City's logo and contact information) to all eligible accounts under this program. Linebarger will also initiate calls using our automated dialer system with a pre-recorded message on behalf of the City to contact the Municipal Court to resolve their cases before incurring a collection fee. Again, the postcard and phone call will be provided free of charge to the City. All payments will be directed to the City and, again, will not have a collection fee. The goal of this program is to remind defendants to resolve their accounts **before** they go into collections. Responsible defendants will pay their fines to avoid a collection fee and this will generate resolution results for the City.

