C/M MOBILE, INC.,) IN THE CIRCUIT COURT OF
Plaintiff) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
EMMETT O. BLUMGREN,) CASE NO. 8660
Defendant	8657

Comes the Defendant in the above styled cause and files this his answer to said Bill of Complaint and to each and every count thereof as follows:

- 1. The general issue.
- 2. Not guilty.
- 3. That said contract is void for lack of consideration.
- 4. That the Defendant did not receive any consideration for executing the contract.
- 5. That the Complainant made allegations to the Defendant to induce the Defendant to sign the contract and the said allegations were untrue.
- 6. That the Defendant did not receive the consideration set forth in said contract.

RICHARD C. LACEY Attorney for Defendant

I do hereby certify that I have on this 16th day of March, 1970, served a copy of the foregoing pleading on Mayer W. Perloff of Perloff and Reid, Attorneys at Law in Mobile, Alabama by mailing the same by United States mail, properly addressed, and first class postage prepaid.

RICHARD C. LACEY

MAR 1 9 1970

ALCE J. DUCK CLERK REGISTER

LAW OFFICES OF

PERLOFF & REID

SUITE 205 - VAN ANTWERP BLDG.
MOBILE, ALABAMA 36602

MAYER W. PERLOFF T. DWIGHT REID DONALD M. BRISKMAN AREA CODE 205 TELEPHONE 433-5412

April 11, 1969

Mrs. Alice J. Duck, Clerk Circuit Court of Baldwin County Bay Minette, Alabama

m.8657

Re: C/M Mobile, Inc. v. BLUMGREN, Emmett O.

Dear Mrs. Duck:

Please find attached bill of complaint in the above captioned matter.

I would appreciate your letting me know when service is obtained against the defendant.

Very truly yours,

MAYER W. PERLOFF

/rms

C/M MOBILE, INC.,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS:)	7 m - 7 n 7 7
EMMETT O. BLUMGREN,)	AT LAW
Defendant.)	CASE NO. 8660 5/6517

Comes the Defendant in the above styled cause and files this his demurrer to said Bill of Complaint and to each and every count thereof as follows:

- 1. That said Bill of Complaint is vague and unclear.
- 2. That said Bill of Complaint states no cause of action.
- That said Bill of Complaint fails to state a cause of action.
- 4. That said Bill of Complaint fails to allege sufficient facts to support a cause of action.

5. That said Bill of Complaint is multifarious.

Attorney for Defendan

Defendant demands a trial by Jury

I do hereby certify that I have on this 30th day of April, 1969, served a copy of the foregoing pleading on Mayer W. Perloff of Perloff and Reid, Attorneys at Law in Mobile, Alabama by mailing the same by United States mail, properly addressed, and first class postage prepaid.



MAY 1 1969

ALGE J. DEGISTER

C/M MOBILE, INC.	(IN THE CIRCUIT COURT OF	7
Plaintiff,	(BALDWIN COUNTY, ALABAMA	و لا
vs.	(AT LAW	
EMMETT O. BLUMGREN,	8657	
Defendant.	(CASE NO.	

Plaintiff claims of the defendant the sum of \$451.94 for that heretofore on to-wit: Sept. 1, 1968, the defendant executed a written contract, a copy of whichis attached and made a part hereof, written contract, wherein he agreed to pay plaintiff the sum of \$345.00 in installments of \$ balance due within 8 weeks in installments of \$ xperconorthexicolumns in the to-wit: date of placement.

Plaintiff avers that defendant defaulted in payment thereunder on to-wit: Sept.23,1967 and pursuant to the terms of said contract the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee Plaintiff claims in the amount of \$112.98 which is 1/3 of \$338.96.

Wherefore, Plaintiff claims of the defendant φ 338.96, plus interest, plus attorney's fee in the amount of φ 112.98 as aforesaid.

PERLOFF & REID

Attorneys for Plaintiff

Defendants may be served:

Route 1, Box 457-A Daphne, Alabama

FILED

APR 15 1969

ALCL BUCK REGISTER

C/M OF MOBILE, INC. - 951 GOVERNMENT ST. - MOBILE, ALA. 36602

CONTRACT AND AMPREMENT - READ CAREFULLY

How much puthis contract.

Wife Name You are not obligated to accept any position that we suggest or refer you to. However, if you accept a position which we suggest or refer you to either verbally or otherwise, you own refer under definite legal obligation for payment of our service charge as per the terms of

> 1. I, the undersigned applicant, for and in consideration of services rendered to me by C/M of Mobile, Inc. covenant and agree to employ C/M of Mobile, Inc. to assist me to secure a position of employment. The term "Accepted" as used in this contract shall be construed to mean agreement by me with the employer to begin work. If I voluntarily leave, fail to report for work with or without cause, or lose the position through my own fault, I agree to pay the full service charge as scheduled. In the event of my accepting any position offered me by an employer as a result of a lead received from C/M of Mobile, Inc. within one year of such lead even though it may not be the particular position originally outlined or discussed with C/M of Mobile, Inc. I agree to pay a service charge based upon the following schedule: UP TO AND INCLUDING:

433-1666 Hobart

Gross	Full	Gross	Full	Gross	Full	Gross	Full	Gross	Full	Gross	Full
Yearly	Service	Yearly	Service	Yearly	Service	Yearly	Service	Yearly	Service	Yearly	Service
Earnings	Charge	Earnings	Charge	Earnings	Charge	Earnings	Charge	Earnings	Charge	Earnings	Charge
\$1,300 1,560 1,820 2,080 2,340 2,600	\$47.00 65.00 83.00 101.00 119.00 137.00	2,860 3,120 3,380 3,640 3,900 4,160	155,00 175,00 195,00 215,00 235,00 255,00	4,420 4,680 4,940 5,200 5,460 5,720	275 00 295 00 320 00 345 00 370 00 395 00	5,980 6,240 5,760 6,760 7,020 7,280	420.00 445.00 470.00 500.00 530.00 560.00		680.00 715.00 750.00	9,100 9,360 9,620 9,880 10,140 10,400 ,400 figured in p	785.00 820.00 855:00 890.00 925.00 965.00 progression.

THESE SERVICE CHARGES ARE FULLY DEDUCTIBLE FOR INCOME TAX PURPOSES

THE SUPREME COURT OF THE UNITED STATES ON PERSONNEL CONSULTANTS:

"The service rendered in acting as the paid representative of another to find a position in which to earn an honest living is useful, commendable and in great demand." 244 U.S. 590, 61 L. ed. 1336.

TERMS:

A. Full service charge due upon acceptance of position.

P. 1/3 of full service charge due upon acceptance of position and the balance to be paid

within eight (8) weeks.

C. A permanent position is one of more than 10 weeks duration. A temporary position is one of 10 weeks or less duration. For a position understood to be temporary at time of interview, or which may later become so through no fault of my own, I agree to pay each week 10% of my gross earnings.

D. Placement managers are not authorized to arrange or become a party to contracts between employers and employe clients, or to enter into any agreement contrary to the terms of this contract without approval in writing by C/M of Mobile, Inc. E. So that our placement managers will not waste your time in duplicating your efforts and to avoid question on referrals, will you kindly list below companies with whom you have been in contact. PERSONAL REFERENCE BANK REFERENCE Checking Name. Address_ Saving DATE & TIME REMARKS REFERRED TO Almore N/O

STATE OF ALABAMA				Circuit Court, Baldwin County				
or second		. County		No	erio de la companya d La companya de la co			
A Company of the Comp	enter enter			······································	TERM, 19			
	Teles See		TO ANY	SHERIFF OF THE STATI	E OF ALABAMA:			
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(***********	• • • • • • • • • • • • • • • • • • • •		••••••					
				n thirty days from the service e of Alabama, at Bay Minett				
*	E	mmett 9. B	lumgren		Defendant			
		/M Mobile	Tne		***************************************			
by		/m modite.			Plaintiff			
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24/4/22/69

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