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Steven D. Grierson
CLERK OF THE COURT

Luba Dace
[redacted]
Las Vegas NV, 89118
[redacted]
In Propria Persona

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA DACE,

Plaintiff,

v.

RC WILLEY,

Defendant.

Case No.: A-23-876882-C
Dept. No.: 22

EXHIBITS FOR VIOLATION OF FDCPA 15 U.S.C. §1692

EXHIBIT A – Credit Report #1. Snapshot showing credit report before validation request.

EXHIBIT B – Copy of All Letters Sent to Defendant.

EXHIBIT C – Response from creditor *(only if sent with Tracking or via Certified/Registered)*.

EXHIBIT D – Credit Report #2. Snapshot showing credit report after validation request.

EXHIBIT E – UCC Presentment. Law stating how presentments must be made to be legal.

EXHIBIT F – USC Validation. Law stating how collections must proceed after a validation request.

EXHIBIT G – Non-Original Promissory Note. This proof is submitted with *ghoulish overtones*. It is a copy of a $100 US Note. If a debt which did not require BOTH

Case Number: A-23-876882-C

PARTIES signatures, or is not required to be an original - must be allowed to be paid with non-original debt notes as well (i.e. the $100 photocopied note printed ad infinitum).

EXHIBIT H – FDCPA Fine. Law stating how much is owed for violations of the FDCPA laws.

EXHIBIT I – CFPB Bulletin. Outline of deceptive claims made by debt collectors. Proof why one may have paid an alleged debt while still fighting it.

EXHIBIT J – UCC Negotiable Instrument. Outlines what is required for the acceptance of the previously sent *Notice of Fault & Opportunity to Cure*, namely that is a negotiable instrument that was agreed to by *tacit acquiescence* (consent by silence, common law accepts 30 days).

I AFFIRM that a copy of these EXHIBITS was mailed/delivered to Defendant.

Luba Dace

_____

Luba Dace
8 SEP 2023

EXHIBIT A

99+

Your credit reports

Experian Equifax TransUnion

Experian credit report

LUBA SNOW

As of Jun 28, 2023

FICO SCORE 8

Experian data Jun 28, 2023

644

FAIR

300 850

Personal information

NAME

LUBA SNOW

ALSO KNOWN AS

LUBA DACE

GENERATIONAL IDENTIFIER

-

YEAR OF BIRTH

1980

ADDRESSES

[redacted]

LYNDEN, WA 98264-9391

EMPLOYERS

-

PERSONAL STATEMENTS

06& 03-10-23 0000000 ID FRAUD VICTIM ALERT FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST CONTACTING ME [redacted]. THIS VICTIM ALERT WILL BE MAINTAINED FOR SEVEN YEARS BEGINNING 03-10-23.

Quick actions

Print your report
Open a printable version

You have 9 open accounts

Total balance: $6,275

Credit cards or credit lines

Total balance: $6,275

11% credit usage

Credit used: **$6,258**

Credit limit: **$58,450**

6% | 30% |

BANK OF AMERICA AUTHORIZED USER

Link card name | What's this?

Balance	$712
Balance updated	Jun 15, 2023

BANK OF AMERICA AUTHORIZED USER

Link card name

Balance	$289
Balance updated	Jun 15, 2023

BANK OF AMERICA AUTHORIZED USER

Link card name

Balance	-
Balance updated	-

BARCLAYS BANK/OLD NAVY

Link card name

Balance	$0
Balance updated	Jun 20, 2023

CAPITAL ONE AUTHORIZED USER

(Capital One Walmart Rewards® Mastercard®) Unlink card name

Balance	$140
Balance updated	Jun 17, 2023

CAPITAL ONE

Link card name

Balance	$2,017
Balance updated	Jun 02, 2023

CITI

(Costco Anywhere Visa® Card by Citi) Unlink card name

Balance	$149
Balance updated	Jun 01, 2023

DISCOVER BANK
(Discover it® Balance Transfer) Unlink card name

Balance	$2,313
Balance updated	Jun 26, 2023

JPMCB CARD AUTHORIZED USER
Link card name

Balance	$655
Balance updated	Jun 11, 2023

8 closed accounts

Auto loans or leases

Total balance: -

3 closed accounts

Real estate loans

Total balance: -

1 closed account

Personal loans

Total balance: -

1 closed account

0 collections

Experian has no collections on file for you as of Jun 29, 2023. If you fall behind on payments, your lender or service provider may sell your debt to a collections agency, so remember to pay on time.

6 inquiries

These lenders have accessed your credit file:

BK OF AMER
Inquiry date: Apr 19, 2023
Removal date: May 2025

CAP ONE NA
Inquiry date: Apr 19, 2023
Removal date: May 2025

DISCOVER FINANCIAL SER
Inquiry date: Oct 13, 2022
Removal date: Nov 2024

JPMCB CARD
Inquiry date: Apr 23, 2023
Removal date: May 2025

JPMCB CARD
Inquiry date: Mar 5, 2023
Removal date: Apr 2025

JPMCB CARD
Inquiry date: Oct 13, 2022
Removal date: Nov 2024

EXHIBIT B

DEBT VALIDATION REQUEST

FROM:

Luba Dace
[redacted]
Salt [redacted]

TO:

WE AMERICAN GEM SOCIETY

Certified Mail with Return Receipt [redacted] 02

THIS NOTICE AND ENCLOSURES ARE A PRIVATE COMMUNICATION BETWEEN THE PARTIES AND CONSTITUTES DUE PROCESS IN ADMINISTRATIVE PROCEDURE. NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT. APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.

Re: Account for RC WILLEY OPENED: 4/12/17

I. NOTICE OF VALIDATION REQUEST

You are hereby in receipt of notice, per 15 U.S. Code § 1692, that the above referenced file number and alleged debt, in part, or in whole, is now officially **disputed**. By the authority of the Fair Debt Collections Practices Act (FDCPA), all activities on this account must cease until resolved. I affirm that said account(s) contain fraudulent or incorrect information. Transactions were not incurred by me nor any person with my authority, either expressed, implied, or apparent.

You are obligated by 15 U.S. Code § 1681i and § 1692e(8) to inform all credit reporting agencies (CRA) or Credit Bureaus (CB) of the dispute. Further, verification, as of today, with the CBs or non-action of these requests is in violation of the FCRA and the FDCPA and is subject to fines.

Verification and validation are demanded. Verification and validation are very different terms and ideas. Verification is making sure one actually owes the debt, see *Chaudhry v. Gallerizzo, 174 F.3d 394 (4th Cir. 1999)*. The definition of *verification* according to Black's Law Dictionary is *"...averment that the party pleading is ready to establish the truth of what he has set forth. ... The examination of a writing for the purpose of ascertaining its truth; or a certificate or affidavit that it is true.."* The court said *"Confirmation of the correctness, truth, or authenticity of a pleading, account, or other paper, by an affidavit, oath, or deposition."* McDonald v. Rosengarten, 134 Ill. 126, 25 N.E. (1890) ; and Summerfield v. Phoenix Assur. Co. (C. C.) 65 Fed. 296 (1922); and Patterson v. Brooklyn, 6 App. Div. 127, 40 N.Y. Supp. 581 (1898).

Validation is for disputing a debt, stopping account activities until the debt has been confirmed, see Spears v. Brennan, 745 N.E. 2d 862 Ind. App. (2001). The definition of *validation* according to Black's Law Dictionary is *"assessing an action to determine it is complete, correct, implemented and delivering the correct outcome."*; Oxford states it as *"to check or prove the validity or accuracy of something"*; Merriam-Webster says, *"to show the existence or truth of, by evidence."*

II. VERIFICATION AND VALIDATION REQUIREMENTS

The demands are, but not be limited to:

1) I invoke the Truth in Lending Act per 15 U.S. Code § 1601-1667f, and thereby demand the afforded right to know who the true party of interest [original creditor] in this transaction is.

2) An authentic contract with wet-ink signatures, signed by both parties. **Only a certified copy** (before trial) **and then the original** (demanded during trial) **of the said 'note' will be acceptable.** An *affidavit of loss* or any other form will not be accepted. If located in an off-site location, send information on where the original contract is and when it can be viewed in person. The maxim of contract law is, *"The basic elements required for the agreement to be a legally enforceable contract are: mutual assent (agreement by both parties to a contract), expressed by a valid offer and acceptance; adequate consideration; capacity; and legality."*

3) Disclose what the money of the alleged debt is for, and explain how your organization calculated the total for the alleged debt; including supporting documentation that gave rise to the alleged obligation that is claimed as owed per 15 U.S. Code § 1692g(a) and § 1692g(b).

4) Production of account and general ledger statement(s) showing the full accounting of alleged obligation. To be admissible as evidence (sufficiency of pleadings by a fact-witness), a signed affidavit by the person responsible for maintaining these records and having first-hand knowledge as to its accuracy and authenticity, able to testify under oath to that effect, is required.

5) Deliver proof your organization is a party to the transaction. You seem to think there is a right to collect when your organization never lent money to me. I have never signed any contract with you. You may have bought a note, but it was not assigned. American Jurisprudence 2d 73 states that *"The right of subrogation does not exist for a stranger to the transaction."* Subrogation means *"to substitute"* and *"stranger to the transaction"* means a party that is not on the original contract. So, the right to substitute a third-party collector [you] into a contract, does not exist. The third-party has no rights if they did not give consideration in the original contract and were not mentioned on the contract or were any part of the contract; including loans transferred, assigned, sold, or changed hands in one manner or another.

6) Proof that the alleged account is not out of the state's statute of limitations.

7) A copy of your license numbers and registered agent information to operate as an agency in this state[, except if in AL, CA, DC, DE, GA, KS, KY, MO, MS, MT, NH, NY, OH, OK, PA, SC, SD, TX, VA or VT].

8) Stipulate for the record whether or not the alleged loan has been securitized, and if so, the name and all other information of the financial instrument the alleged loan is bundled with.

9) Where did the money or credit supposedly loaned or issued to me come from?

III. OPPORTUNITY TO CURE

Reply *in affidavit* to these demands, point by point, is required by law. As the maxim states, *"He who does not deny, admits."* and *"An unrebutted affidavit stands as truth."* Per Restatement 2nd § 69, failure to reply within thirty days shall constitute admission of debt being invalid, release of all legal claim(s) and that the above-named entity on the account is a victim of identity fraud. Upon invalidation, demand is made to terminate the claim and correct any negative credit reporting which may have been made in connection with the alleged debt for all CRAs and CBs.

You have thirty days from receipt of this letter to either: 1) respond to the enclosed affidavit on a point-by-point basis, via sworn responsive affidavit, under your full commercial liability, signing under

penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed to properly answer, please request it in writing, or, 2) an original letter is received within thirty days stating full satisfaction of alleged debt being met, including when the item will be removed from the credit reports, bank records, internal records and all public records where recorded, then no further action is required, and you shall be released of all liability regarding this matter. Failure to cure shall constitute dishonor in commerce and your consent to the facts contained in the affidavit will be construed as an admission of the facts.

IV. FUTURE COMMUNICATION(S)

Per FDCPA § 805(c), TCPA, FOTI and 15 U.S. Code § 1692c, but waiving § 1692c(c), further contact regarding this alleged debt after receipt of this notice without providing procedurally proper validation is a violation. There will be a refusal for cause to correspondence not signed or that does not indicate who, personally, at your firm has sent it. Written communication allowed strictly for notifications regarding a settlement offer or debt validation.

V. NOTICE AND DEMAND FOR PAYMENT

If no validation of alleged debt occurs, you have harmed and injured the above named entity to the value of the debt invalidated at a 20% interest rate. This stands as official notice and demand for payment of any invalidated debt including at least a $1,000 fine due to FDCPA violation(s). A notice of lien will be recorded against all assets to recoup the amount due.

VI. CASE LAW AND JUDGEMENTS AGAINST DEBT COLLECTORS

Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA, 559 U.S. 573 (2010) held that a debt collector who makes an incorrect statement of law in communications FDCPA's "bona fide error" defense, per 15 U.S.C. § 1692k(c), even if it was an unintentional error.

"The Act is a strict liability statute; violations of the Act do not need to be intentional to be actionable." Smith v. National Credit Systems, Inc., 807 F. Supp. 2d 836, 840 (D. Az. 2011)

"Because the FDCPA is a "strict liability statute," Plaintiff need only demonstrate "one violation of its provisions" to be entitled to a favorable judgment." Doshay v. Global Credit and Collection [redacted] (D. Colo. 2011)

"The FDCPA is a remedial statute, it should be construed liberally in favor of the consumer." Johnson v. Riddle, 305 F.3d 1107, 1117 (10th Cir. 2002)

"Simply stated, if an attorney regularly engages in debt collection activities, that attorney is a 'debt collector' under the FDCA and is subject to its provisions'.... This court holds that there is no additional implied exemption for 'attorneys when performing tasks of a legal nature'." Heintz v. Jenkins, 514 U.S. 291 (1995)

Regarding hearsay exceptions for business records, *"In short, it is manifest that, in this case, those reports are not for the systematic conduct of the enterprise as a railroad business. Unlike payrolls, accounts receivable, accounts payable, bills of lading, and the like, these reports are calculated for use essentially in the court, not in the business. Their primary utility is in litigating, not in railroading."* Palmer v Hoffman 318 US 109 (1943) Affidavit Decision

De facto or de jure rulings secured by incestuous relationships in a lower District Court are *"to be decided by the trier of fact on the evidence"* in an Appellate Court judged by *facts alone*. Lewis v.

ACB Business Services, Inc. [redacted] (1998). *"An unconstitutional act is not a law; it confers no rights; it imposes no duties; it affords no protection; it creates no office; it is, in legal contemplation, as inoperative as though it had never been passed."* Norton v. Shelby County, 118 U.S. 425, [redacted] 1121, 30 L. Ed. 178 (1886)

And let's not forget the wealth of judgments against debt collectors for exceptionally deserved recompense, such as Dixon-Rollins v. Experian Information Services et. al. 2:09-CV-00646-TJS, revolving around inaccurate items on Dixon-Rollins' credit report. Initially, the jury awarded Dixon-Rollins $500,000; this amount was reduced to $270,000 by the court.

Even better, in Nelson v. Santander Consumer USA, Inc., 931 F. Supp. 2d 919, 932 (W.D. Wis. 2013) Mrs. Heather Nelson was awarded $571,000 in damages for the harassment received.

Gryzbowski v. I.C. System, Inc., 691 F. Supp. 2d 618 (2010) found a message was a communication in an attempt to collect a debt; and Mark v. J.C. Christensen & Associates, Inc., Civil No. 09-100 ADM/SRN, 2009 WL 2407700 (D.Minn. Aug. 4, 2009) found a voicemail to be the same. Even worse, in Costa v. National Action Financial Services, 634 F. Supp. 2d 1069 (E.D. Cal. 2007), NAFS failed to state a message was from a debt collector and lost.

Romea v. Heiberger & Associates, 988 F. Supp. 715 (S.D.N.Y. 1998); and Inman v. NCO Fin. Sys., Inc., No. CIV.A. 08-5866, 2009 WL 3415281, at *1 (E.D. Pa. Oct. 21, 2009) found pre-recorded calls count as communication.

In the case of Brim v. Midland Credit Management, Inc., 795 F. Supp.2d 1255 (2011) the jury rendered a verdict awarding plaintiff $100,000 in compensatory damages and $632,180.00 in punitive damages due to Midland Credit's "willful noncompliance" of its duties under federal law (FCRA) to adequately investigate the consumer's repeated credit report disputes over a 2-year period. Midland Credit sought to vacate the judgment or reduce the plaintiff's award, but the court refused, finding that a punitive damages award of roughly six times the actual damages award of $100,000 was appropriate under Supreme Court standards.

Other cases showing the ease of incurring FDCPA violations, like Cavallaro v. Law Office of Shapiro & Kreisman, 933 F. Supp. 1148 E.D.N.Y. (1996); and Masciarelli v. Richard J. Boudreau & Associates, LLC, 529 F. Supp. 2d 183 (2007); and Harrington v. CACV OF COLORADO, LLC, 508 F. Supp. 2d 128 (2007); and Picht v. Hawks, 77 F. Supp. 2d 1041 (1999); and West v. Nationwide Credit, Inc., 998 F. Supp. 642 (1998); and Cloman v. Jackson, 988 F2nd 1314, 1320 (1993); and Edwards v. Niagara Credit Solutions, Inc., 584 F.3d 1350 (2009).

Including case law that shows pro se and pro per litigation is extremely effective in rendering invalid debt obsolete, such as Acosta v. Campbell Case No. 6:04-cv-761-Orl-28DAB (2006); and Sherman v. Blair, Case No: 5:15-cv-36-Oc-34PRL (2015); and Stinson v. Asset Acceptance, LLC, No. 1:05cv1026 JCC (2006); and Chlanda v. Wymard No. 3-93-321 (1994).

VII. CASE LAW AND JUDGEMENTS AGAINST ORIGINAL CREDITORS

Creditors may not lend money from their assets or their depositors' assets: *"A national bank has no power to lend its credit to any person or corporation..."* Bowen v. Needles Nat. Bank, 76 F. 176 (1896). Since a bank cannot lend credit, any signed contract by a customer must be converted into a negotiable instrument under 12 USC § 1832, the instrument becomes cash for deposit on the account. Thus a request for validation is given, as it seems no loss has occurred on behalf of the creditor.

"... a bank is expressly prohibited (sect. 5201; 13 Stat. 110, sect. 35) from loaning money upon or purchasing its own stock ... [except] in payment of debts previously contracted in good faith." First National Bank of Charlotte v. National Exchange Bank of Baltimore (1875).

"The statutes of the United States relating to the organization and powers of national banks prohibit such banks from purchasing or subscribing to the stock of another corporation..." California Bank v. Kennedy (1897), as does the case of Concord First National Bank v. Hawkins (1899) agree with this.

The National Bank Act of 1864 and National Banking Act of 1933 furthered these regulations by separating commercial banking from investment banking, accordingly the license to practice fractional reserve lending is only allowed for investment banking funds.

VIII. FINAL PLEA

Litigation is quite expensive and should be avoided at all costs. Should it be necessary, I would appear *in propria persona* [pro per] and file a court case *in forma pauperis* for free; however, my belief is your organization would require retaining the costly services of a lawyer. The cost-to-benefit ratio is quite low when suing indigents; therefore, this is a good-faith attempt to resolve this matter before litigation is necessary. I am willing to resolve this matter privately and civilly, even within private arbitration. Thank you for your time and attention to this matter.

Luba Snow DACE

by: _____,Without Recourse DATED:18 July 2023

All Rights Reserved

DAY 25: NOTICE OF FAULT & OPPORTUNITY TO CURE

Send the second letter, Opportunity to Cure, 10 days after the first letter was sent via Certified Mail with Return Receipt Requested. No matter what they mail as a reply, keep sending ALL THREE LETTERS. Every "verification letter" a credit bureau has ever sent *was not* a verification of the debt. Additionally, every type of "validation letter" *was not* a legal validation of the debt. If this doesn't make sense, re-read the Forward by Shannon Lopez. In reality it's often just account records, billing statements, E-sign documents, etc.

They must send a copy of the agreement with *your signature* on it. Even in the rare instances they have provided this, it's found they *do not* have the "wet ink signature" and **they actually have a robot-signature or just a standard copy.** So keep moving forward.

Some collection agencies are even smart enough to send the contract with a digital signature, citing the Electronic Signatures in Global and National Commerce (E-SIGN) Act, which states: "*an electronically submitted signature, contract or other record relating to such transaction is valid and enforceable and may not be denied legal validity solely because an electronic signature or electronic record was used in its formation.*" A valid argument [they win on this point]; however, they forgot *many* important details when drafting and sending that reply.

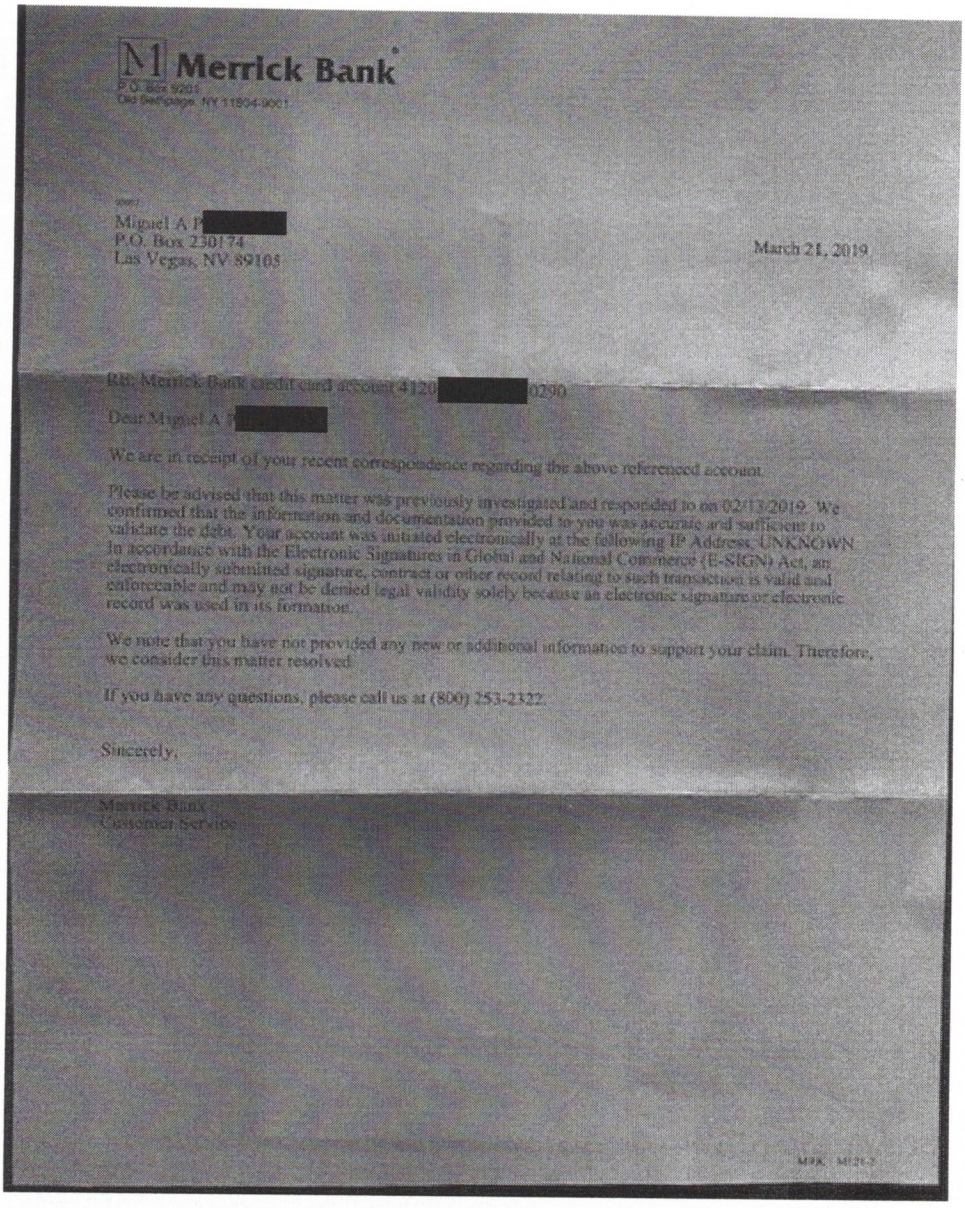
Did they respond and answer each issue raised and **does it include certified documentation** backing up each response (where required by the question). We must address and document their failure to validate. Once again, **verification is sworn testimony**. They must respond in that format. **Validation is the documentation** backing up their testimony. One without the other is hearsay and inadmissible. *Affidavits are typically not admissible at trial* per LHR, Inc. v. Ayree Md. Cir. Ct. (2010). **Further, is the affidavit notarized?** Do the dates match for both signatures? Some have used old notarization images, presumably to save on expenses.

A response letter that provides a summary of the account is *not* verification, it is *not* validation, it is hearsay and it will need to be rejected as incompetent and inadmissible when submitted to court for the record (by motion or at court). The real issue to bring forward when they cry "E-SIGN Act," is to obtain sworn testimony of a fact-witness (required by law).

The original is always in the hands of the Federal Reserve Bank, and is now the *Holder in Due Course*. Even with the E-SIGN Act, in order to collect, they must prove chain of title from the original creditor, which also must be given by sworn testimony from a *fact-witness* (an individual who has personal knowledge of your case). What company can do that? Only private individuals with secured credit!

NOTE: If the impossible occurs and a wet-ink signature is produced [this has never happened], write a document, titled "**Notice of Contract Change**" and let the original creditor (usually the bank) and collection agency know of the change to the terms and conditions of the contract they sent. How is this legal? If you're the only one who signed the contract, you can make any changes because it is considered a unilateral contract. Write the terms as seen fit, usually for a no-limit credit card. The institution would then cancel the agreement and end the relationship by deleting records of the account from their internal database and the bureaus.

Any letter from *The Law Office of*_____ saying they represent their client, the original bank/creditor, this is still a letter from a DEBT COLLECTOR! The firm has had the debt sold to them and can legally claim XYZ is their client according to the terms of the purchase. When filing the paperwork, send the lawsuit to the original creditor with a C/O to the agency/lawyers attempting to collect. The clerk of court will instruct you on the website address to visit in order to find the Defendant's Address as registered with the Department of State's Division of Corporations.



Merrick Bank
P.O. Box 9201
Old Bethpage, NY 11804-9001

Miguel A P[redacted]
P.O. Box 230174
Las Vegas, NV 89105

March 21, 2019

RE: Merrick Bank credit card account 4120[redacted]0290

Dear Miguel A P[redacted]

We are in receipt of your recent correspondence regarding the above referenced account.

Please be advised that this matter was previously investigated and responded to on 02/13/2019. We confirmed that the information and documentation provided to you was accurate and sufficient to validate the debt. Your account was initiated electronically at the following IP Address: UNKNOWN. In accordance with the Electronic Signatures in Global and National Commerce (E-SIGN) Act, an electronically submitted signature, contract or other record relating to such transaction is valid and enforceable and may not be denied legal validity solely because an electronic signature or electronic record was used in its formation.

We note that you have not provided any new or additional information to support your claim. Therefore, we consider this matter resolved.

If you have any questions, please call us at (800) 253-2322.

Sincerely,

Merrick Bank
Customer Service

MRK_M121-2

statement of the terms of the agreement between us. As the maxim states, *"He who does not deny, admits."* and *"An unrebutted affidavit stands as truth."* Per Restatement 2nd § 69, failure to reply within twenty days shall constitute admission of debt being invalid, release of all legal claim(s) and that the above-named entity on the account is a victim of identity fraud.

IV. ENCLOSURES

The following enclosures are incorporated herein for reference, please read each carefully:

1. Debt Validation Request

Thank you for your public service and your time and attention to this matter. Please confirm by signed letter when the requisite steps of cancellation described herein have been completed.

by: _____,Without Recourse
DATED:_____/_____/20_____
All Rights Reserved

NOTARY ACKNOWLEDGEMENT

State of _____ in _____ County

The foregoing instrument was acknowledged before me via ❑ physical presence OR ❑ online notarization this _____ day of _____, 20_____ and the above-named individual produced identification identifying each as the same.

_____
Notary Public

[notary seal]

_____
My Commission Expires

DAY 25: CREDIT BUREAU VERIFICATION REQUEST

On the same day, you'll send this letter via Certified Mail below to each of the three credit bureaus - *DO NOT* send this letter with a Return Receipt Request. When the bureaus receive a letter with Return Receipt Requested, the letter is given a higher priority for service. This can be great when you ONLY want to remove the negative mark from the credit bureaus - fast; however, this program is set up to delete the debt from ALL records for EVERYONE. Thus we send WITHOUT Return Receipt Requested so that we might go "under the radar" and receive no reply, which gives us legal reason to initiate a lawsuit against the credit bureaus for at least $1,000 each.

One letter goes to Experian, one to TransUnion and one to Equifax. **The FCRA demands that the bureaus verify the accuracy of information disputed with the provider of that information.** However, they don't call, send a letter, or even electronically question the provider. Instead, they reduce the dispute down to a generic 2-digit code that represents the "category" for a dispute. No details included, just the code. The code used is far too general and it does not come close to expressing the information given. This can be used against them - legally!

When it's time to send a letter, wait 30-45 days for each round of disputes to the credit bureaus, with 3-4 rounds to remove almost everything. **Dispute every item on the file with the credit bureaus, all at the same time, *but do not dispute a bankruptcy until it is the last item left!***

With so little information, the typical reply is, *"Yes, we verify that our information is correct."* And that doesn't really sound like an investigation though, does it? **Under the FCRA, one has rights to demand proof of the investigation *and* the method of verification.** Request the name of the person spoken to, their title and contact information.

If they do not have the information, ask each credit bureau to put that in writing and send it to you. **They will reply with a basic form letter saying they were electronically verified most times**, and that's all they are going to do - unless asked correctly and with threat of a lawsuit.

The easiest **(and GUARANTEED)** lawsuit is showing how the credit bureau(s) gave their *"verification"* without sending any of the contact information for the original creditor who verified the account. **By law, they are supposed to send the name, title, and contact information for the person who verified the entry.** They never contact anyone because credit bureaus don't have the resources to waste on such matters. At this point, they should remove the negative credit from the report. **If it is not removed, follow through with a small claims/civil court case, resulting in a guaranteed $1000 per bureau.**

According to FCRA, any information that is not 100% correct and current (e.g. old names and addresses) **from a report *must be deleted*.** Be careful though, if one has good tradelines associated with an old address - keep it! One can tell by when the trade line was opened and the dates associated with the address. Any details (phone, name, address) that are

EXHIBIT C

EXHIBIT D