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 Corporation, [redacted] 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, 6 S. Ct. 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.

Philip Snow DACE

by: _____,Without Recourse DATED:18 July 2023

All Rights Reserved

NOTICE OF FAULT AND OPPORTUNITY TO CURE

FROM:

Philip Dace
[redacted]

TO:

TD BANK/TARGET
[redacted]70 E
[redacted]

Certified Mail with Return Receipt [redacted]9382 26

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.

[redacted]

I. NOTICE OF FAULT

Notice of fault is hereby given as a courtesy regarding the enclosed commercial presentment received by one of your agents or the principal on or around 18 Jul 2023 (please see the enclosed DEBT VALIDATION REQUEST). **Your response by sworn affidavit is required within twenty days to avoid default.**

Communications, if there have been any, have not been received. Please send by Certified or Registered Mail for proof of delivery. In addition, any response by a lawyer is inadmissible because *"...lawyers are either lawyers or witnesses. They can not be both."* Trinsey v Pagliaro, D.C.Pa. 1964, 229 F.Supp. 647 (1964) Therefore, I require a fact-witness so that a sufficiency of pleadings by sworn testimony can be met in regards to this alleged debt.

II. OPPORTUNITY TO CURE

You have twenty days 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.

III. FAILURE TO ACT AS REQUIRED

If you fail to respond, this NOTICE OF FAULT AND OPPORTUNITY TO CURE, is an administrative judgment and shall be the **final expression in a record** as a complete and exclusive

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.

Philip Snow DACE

by: _____,Without Recourse
Philip Snow Dace
5 Aug 2023
All Rights Reserved

NOTICE OF DEFAULT AND FINAL STATEMENT

FROM:

Philip Dace
[redacted]

TO:

TD BANK/TARGET
[redacted]70 E
[redacted]

Certified Mail with Return Receipt [redacted]

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.

[redacted]

I. NOTICE OF DEFAULT

This invalidated account is errant and your company must send a notice saying the account is satisfied immediately or sanctions will begin for your attempts to collect this account illegally. Send information as to when this account will be removed from the credit reports.

II. FINAL STATEMENT

This is a final statement of your account. Please pay in full the amount due within 30 days or less to stop further actions that were agreed to, by tacit acquiescence, in the last mailing sent. Since this is an invalidated and illegally collected debt, you have harmed and injured me according to FDCPA violations the damages of at least $1000. Please remit payment in full immediately or send the letter saying the account has been satisfied in full and no further actions or payments are required for the invalidated debt on your part.

Communications, if there have been any, have not been received. Please send by Certified or Registered Mail for proof of delivery. In addition, any response by a lawyer is inadmissible because *"...lawyers are either lawyers or witnesses. They can not be both."* Trinsey v Pagliaro, D.C.Pa. 1964, 229 F.Supp. 647 (1964) Therefore, I require a fact-witness so that a sufficiency of pleadings by sworn testimony can be met in regards to this alleged debt.

III. ENCLOSURES

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

1. Debt Validation Request
2. Notice of Fault and Opportunity to Cure

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.

Philip Snow DACE

by: _____,Without Recourse

Philip Dace

DATED:28 AUG 2023

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EXHIBIT C

EXHIBIT D

99+

Your credit reports

Experian Equifax TransUnion

Experian credit report

LUBA SNOW DACE

As of Sep 6, 2023

FICO SCORE 8

Experian data Sep 6, 2023

674

GOOD

300 850

Personal information

NAME

LUBA SNOW DACE

ALSO KNOWN AS

LIUBOV Y [redacted]

LUBA SNOW

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] EVENING [redacted] . THIS VICTIM ALERT WILL BE MAINTAINED FOR SEVEN YEARS BEGINNING 03-10-23.

Quick actions

Your credit file is unlocked
Manage Experian CreditLock

Print your report
Open a printable version

File a dispute
Visit the dispute center

You have 10 open accounts

Total balance: $14,794

Credit cards or credit lines

Total balance: $7,033

12% credit usage

Credit used: **$6,061**

Credit limit: $58,450

6% | 30%

BANK OF AMERICA
AUTHORIZED USER

Link card name | What's this?

Balance	$34
Balance updated	Aug 15, 2023

BANK OF AMERICA
AUTHORIZED USER

Link card name

Balance	$0
Balance updated	Aug 15, 2023

BANK OF AMERICA
AUTHORIZED USER

Link card name

Balance	-
Balance updated	-

BARCLAYS BANK/OLD NAVY

Link card name

Balance	$0
Balance updated	Jul 20, 2023

CAPITAL ONE
AUTHORIZED USER

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

Balance	$0
Balance updated	Aug 18, 2023

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

Balance	$3,423
Balance updated	Aug 01, 2023

CREDIT ONE BANK NA
Link card name

Balance	$138
Balance updated	Aug 18, 2023

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

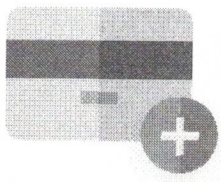
Balance	$1,862
Balance updated	Jul 26, 2023

JPMCB CARD AUTHORIZED USER
Link card name

Balance	$604
Balance updated	Aug 11, 2023

You might have great perks and not know it.

You could improve your credit usage and increase your FICO® Score with a new card. Check out offers matched just to you.



Explore perks

9 closed accounts

Late payments stay on your report for 7 years, but they typically affect your score less over time.

Auto loans or leases

Total balance: -

3 closed accounts

Real estate loans

Total balance: -

1 closed account

Student loans

Total balance: $7,761

TRELLIS COMPANY

Balance	$7,761
Balance updated	Jul 07, 2023

Personal loans

Total balance: -

1 closed account

0 collections

Experian has no collections on file for you as of Sep 06, 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.

11:47

INTUIT creditkarma

View report from

Oct 07, 2023

PHILIP DAVID DACE

678

Calculated using VantageScore 3.0
Provided by TransUnion

Personal Information

NAMES REPORTED

PHILIP DAVID DACE

EMPLOYMENT INFO

You have no employment information on your credit report.

ADDRESSES REPORTED

6255 W ARBY AV 184
LAS VEGAS, NV
89118

For you Cards Loans Insurance Money

11:48

INTUIT creditkarma

WELLSFARGODEALERSVCS
Reported: Aug. 21, 2017
$0.00
Closed

CREDIT CARDS

CAPITAL ONE
Reported: Oct. 02, 2023
$184.00
In good standing

FETTI FINGERHUT/WEBBANK
Reported: Sep. 26, 2023
$400.00
In good standing

DISCOVER BANK
Reported: Sep. 26, 2023
$2,569.00
In good standing

TD BANK USA/TARGET CREDI
Reported: Sep. 25, 2023
$162.00
In good standing

BANK OF AMERICA
Reported: Sep. 17, 2023
$93.00
In good standing

CAPITAL ONE
Reported: Sep. 16, 2023
$29.00
In good standing

For you Cards Loans Insurance Money