Electronically Filed
10/4/2023 9:19 PM
Steven D. Grierson
CLERK OF THE COURT

Kelly H. Dove, Esq.
Nevada Bar No. 10569
Jennifer L. McBee, Esq.
Nevada Bar No. 9110
[redacted]

Attorneys for Defendant Wells Fargo Bank, N.A.

Snell & Wilmer L.L.P.

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, vs. WELLS FARGO, Defendant.	Case No. A-23-876887-C Dept. No. XX **NOTICE OF REMOVED ACTION**

TO: THE HONORABLE JUDGE OF THE ABOVE-ENTITLED COURT, THE CLERK OF THE DISTRICT COURT, AND ALL PARTIES HERETO AND THEIR ATTORNEYS.

Please take notice that Defendant Wells Fargo Bank, N.A., through its undersigned counsel, has removed this action to the United States District Court, District of Nevada pursuant to 28 U.S.C. §§ 1331 (federal question), 1441, and 1446.

///

///

///

[redacted]

A true copy of the Petition for Removal filed in the United States District Court, District of Nevada, is attached as **Exhibit 1**.

DATED this 4th day of October 2023.

SNELL & WILMER L.L.P.

Kelly H. Dove (NV Bar No. 10569)

[redacted]

lls Fargo Bank, N.A.

Snell & Wilmer L.L.P.

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On October 4, 2023, I caused to be served a true and correct copy of the foregoing **NOTICE OF REMOVED ACTION** upon the following by the method indicated:

X **BY E-MAIL:** Pursuant to EDCR Rule 7.26(a), by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.

_____ **BY U.S. MAIL:** Purs [redacted] CR Rule 7.26(a), by placing the document(s) listed above in a sealed [redacted] with postage thereon fully prepaid, in the United States mail at L [redacted] Nevada addressed as set forth below.

_____ **BY U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED:** Pursuant [redacted] Rule 7.26(a), by placing the document(s) listed above in a sealed [redacted] with postage thereon fully prepaid, in the United States mail at Las evada addressed as set forth below.

X **BY ELECTRONIC FILING & ELECTRONIC SERVICE:** Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic filing and service upon the Court's e-service list for the above-referenced case.

_____ **BY ELECTRONIC SERVICE ONLY:** Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic service upon the following Court's e-service list for the above-referenced case:

[redacted]

Plaintiff, Pro Per

Dated: October 4, 2023

Jill Math

An Employee of Snell & Wilmer L.L.P.

Snell & Wilmer L.L.P.

EXHIBIT 1

Kelly H. Dove, Esq.
Nevada Bar No. 10569
Jennifer L. McBee, Esq.
Nevada Bar No. 9110
[redacted]

Attorneys for Defendant Wells Fargo Bank, N.A.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LUBA DACE, Plaintiff, vs. WELLS FARGO, Defendant.	Case No. **PETITION FOR REMOVAL**

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA:

Defendant Wells Fargo Bank, N.A. ("Wells Fargo"), pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, hereby removes to this Court Case No. A-23-876887-C, currently pending in Department XX of the Eighth Judicial District Court, Clark County, Nevada (the "Action"). Removal is warranted because this Court has federal question jurisdiction over the Plaintiff's claim arising under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), and all other removal requirements are satisfied. The removal of this Action is based on the following grounds:

I. SUMMARY OF PLEADINGS

On September 4, 2023, Plaintiff Luba Dace ("Plaintiff") filed a complaint initiating the Action against Wells Fargo ("Wells Fargo"). Plaintiff served Wells Fargo with the Complaint on September 13, 2023, prior to issuance of the summons. On September 29, 2023, a summons was issued, but to date, the summons has not been served on Wells Fargo, and no proof of service has

been filed. *See* Case No. A-23-876887-C Docket, attached hereto as **Exhibit 1**. No other pleadings have been filed. A copy of all the pleadings currently on file in this case are attached as **Exhibit 2** pursuant to 28 U.S.C. § 1446.

II. NATURE OF COMPLAINT

Plaintiff alleges that she attempted to validate a debt purportedly owed to Wells Fargo, and that Wells Fargo failed to validate the debt and continues to report the debt on her credit, allegedly in violation of the FDCPA. Plaintiff seeks relief in the form of deletion of the relevant tradelines from her credit reports as a result of the alleged FDCPA violations.

III. STATEMENT OF JURISDICTION

Pursuant to 28 U.S.C. §1441(a), "any civil action brought in a state court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants . . . to the district court of the United States for the district and division embracing the place where such action is pending." As discussed herein, this action is removable under 28 U.S.C. §1441(a) because the district court has original federal question jurisdiction under 28 U.S.C. § 1331, venue is proper in the District of Nevada, and this Petition for Removal is timely filed.

A. Plaintiff's Fair Debt Collection Practices Act claim

Federal courts have subject-matter jurisdiction over a claim if, based "on the face of the plaintiff's properly ple[d] complaint,"[1] "a federal right . . . is an element, and an essential one, of the plaintiff's cause of action."[2] Plaintiff asserts a claim under 15 U.S.C. § 1692 *et seq.* for alleged violations of the Fair Debt Collection Practices Act. As such, this Court has federal question jurisdiction over Plaintiff's claim.

B. Venue is proper in the District of Nevada.

Venue is proper in the District of Nevada because it is the "district and division embracing the place where [this] action is pending."[3]

---

[1] *Provincial Gov't of Marinduque v. Placer Dome, Inc.*, 582 F.3d 1083, 1091 (9th Cir. 2009) (internal quotation marks and citation omitted).
[2] *Id.* at 1086 (internal quotation marks and citation omitted).
[3] 28 U.S.C. § 1441(a); 28 U.S.C. § 108.

Snell & Wilmer L.L.P.

IV. TIMELINESS OF AND CONSENT TO REMOVAL

A notice of removal must be filed within 30 days after receipt by the defendant of the initial pleading setting forth the claim for relief upon which the action is based. 28 U.S.C. § 1446(b). The thirty-day period for removal does not begin to run until a party has received a copy of the Complaint and has been properly served. *See Murphy Brothers, Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999).

Plaintiff filed the Complaint on September 4, 2023. Plaintiff served Wells Fargo with the Complaint on September 13, 2023, prior to issuance of the summons. On September 29, 2023, a summons was issued, but to date, the summons has not been served on Wells Fargo, and no proof of service has been filed. **Ex. 1**. Even assuming service of the Complaint, but not the summons, constitutes proper service, the deadline for removal is October 13, 2023. Accordingly, this Petition for Removal is timely filed under 28 U.S.C. § 1446(b)(1).

[redacted]

Because Wells Fargo timely filed a notice of removal for which this Court has original federal question jurisdiction, the Action is properly removed to this Court. In filing this Petition for Removal, Wells Fargo does not waive, and specifically reserves, all defenses, exceptions, rights and motions to the Plaintiff's Complaint. No statement or omission shall be deemed to constitute an admission by Wells Fargo of any of the allegations or damages sought in the Complaint.

DATED this 4th day of October 2023.

SNELL & WILMER L.L.P.

Kelly H. Dove (NV Bar No. 10569)

[redacted]

lls Fargo Bank, N.A.

[redacted]

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On October 4, 2023, I caused to be served a true and correct copy of the foregoing **PETITION FOR REMOVAL** upon the following by the method indicated:

X **BY E-MAIL:** Pursuant to EDCR Rule 7.26(a), by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.

____ **BY U.S. MAIL:** Purs [redacted] CR Rule 7.26(a), by placing the document(s) listed above in a sealed [redacted] with postage thereon fully prepaid, in the United States mail at L [redacted] Nevada addressed as set forth below.

____ **BY U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED:** Pursuant [redacted] Rule 7.26(a), by placing the document(s) listed above in a sealed [redacted] with postage thereon fully prepaid, in the United States mail at Las evada addressed as set forth below.

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____ **BY ELECTRONIC SERVICE ONLY:** Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic service upon the following Court's e-service list for the above-referenced case:

[redacted]

Plaintiff, Pro Per

Dated: October 4, 2023

Jill Math

An Employee of Snell & Wilmer L.L.P.

Snell & Wilmer L.L.P. [redacted]

EXHIBIT 1

Court Docket
Clark County Case No.
A-23-876887-C

EXHIBIT 1

Case Information

A-23-876887-C | Luba Dace, Plaintiff(s) vs. Wells Fargo, Defendant(s)

Case Number A-23-876887-C	Court Department 20	Judicial Officer Johnson, Eric
File Date 08/30/2023	Case Type Other Civil Matters	Case Status Open

Party

Plaintiff
Dace, Luba

DOB
XX/XX/XXXX

Address
[redacted]

Active Attorneys
Pro Se

Defendant
Wells Fargo

Address
[redacted]

Events and Hearings

Details

08/30/2023 Application to Proceed in Forma Pauperis

Comment
[1] Application to Proceed in Forma Pauperis

09/04/2023 Complaint

Complaint - COMP (CIV)

Comment
[2] Complaint

09/04/2023 Request

Request - REQT (CIV)

Comment
[3] Request for Admissions

09/04/2023 Declaration

Declaration - DECL (CIV)

Comment
[4] Declaration

09/08/2023 Exhibits

Exhibits - EXHS (CIV)

Comment
[5] Exhibits for Violation of FDCPA 15 U.S.C. 1692

09/12/2023 Clerk's Notice of Nonconforming Document

Clerk's Notice of Nonconforming Document - CNND (CIV)

Comment
[6] Clerk's Notice of Nonconforming Document

09/18/2023 Summons

Summons - SUMM (CIV)

Comment
[7] Summons

09/19/2023 Order to Proceed In Forma Pauperis

Comment
[8] Order to Proceed In Forma Pauperis

Details

09/19/2023 Clerk's Notice of Nonconforming Document and Curative Action

Clerk's Notice of Nonconforming Document and Curative Action - CNNDCA (CIV)

Comment
[9] Clerk's Notice of Curative Action

09/29/2023 Summons Electronically Issued - Service Pending

Comment
[10] SUMMONS SERVICE PENDING

Financial

Dace, Luba

Total Financial Assessment	$270.00
Total Payments and Credits	$270.00

9/4/2023	Transaction Assessment	$270.00
9/4/2023	Fee Waiver	($270.00)

Documents

Complaint - COMP (CIV)

Request - REQT (CIV)

Declaration - DECL (CIV)

Exhibits - EXHS (CIV)

Clerk's Notice of Nonconforming Document - CNND (CIV)

Summons - SUMM (CIV)

Details

Clerk's Notice of Nonconforming Document and Curative Action - CNNDCA (CIV)

EXHIBIT 2

Pleadings

EXHIBIT 2

Electronically Filed
9/4/2023 2:14 PM
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. WELLS FARGO, Defendant.	Case No.: A-23-876887-C Dept. No.: 20 COMPLAINT FOR VIOLATION OF FDCPA 15 U.S.C. §1692

Comes now, Luba Dace in Propria Persona, in the above styled cause and for her complaint against WELLS FARGO and states as follows:

Jurisdiction and Venue

This is an action by a consumer for violations of the Fair Debt Collection Practices Act, (15 U.S.C. § 1692 et seq. [hereinafter "FDCPA"]). Therefore, subject matter jurisdiction exists under 28 U.S.C. § 1331.

Parties

The Plaintiff, Luba Dace [Plaintiff] is a woman.

Defendant, WELLS FARGO [Defendant] is a company that engages in the business of issuing consumer credit. (i.e., a creditor under the FDCPA) and it does

business in this judicial district. Its principal place of business is outside of the state of Nevada.

Factual Allegations

Within the last three (3) months Plaintiff attempted several times to validate a debt purported to be owed to the Defendant. Plaintiff made repeated mailings [on or around 20 July 2023, 4 August 2023, 28 August 2023] that sought to validate the debt so Plaintiff could pay. (ex. A) Defendant never validated the debt, and the inaccurate, unvalidated **WF AMERICAN GEM SOCIETY 577442XXXX and WF CARD SERVICES 446542XXX**...still appears on Plaintiff's credit reports in violation of the FDCPA. Plaintiff did suffer emotional distress and anxiety as a result of this breach of duty by Defendant.

Relief Sought

Delete **WF AMERICAN GEM SOCIETY 577442XXXX and WF CARD SERVICES 446542XXX**...from Plaintiff's credit file with both the major and smaller reporting agencies. Any other relief this court may deem just and proper.

Signed under penalty of perjury.

4 September 2023

Luba Dace

Luba Dace

Electronically Filed
9/4/2023 2:14 PM
Steven D. Grierson
CLERK OF THE COURT

LUBA DACE
[redacted]
Las Vegas NV, 89118
[redacted]
[redacted]
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, v. WELLS FARGO, Defendant.	Case No.: A-23-876887-C Dept. No.: 20 DECLARATION IN SUPPORT OF COMPLAINT FOR VIOLATION OF FDCPA 15 U.S.C. §1692

1. On or around 20 July 2023, 4 August 2023, and 28 August 2023, I made attempts to validate a supposed debt from WELLS FARGO so that I could pay it.
2. WELLS FARGO did not adequately validate the supposed debt under the FDCPA.
3. The inaccurate, unvalidated account still remains on my credit report and it is harming my ability to obtain new credit.

4. As a result of not being able to obtain new credit I continue to suffer emotional distress and anxiety.

Declared under penalty of perjury.

4 September 2023

I AFFIRM that a copy of this DECLARATION was mailed/delivered to Defendant.

Luba Dace

LUBA DACE

Electronically Filed
9/4/2023 2:14 PM
Steven D. Grierson
CLERK OF THE COURT

LUBA DACE
[redacted]
Las Vegas NV, 89118
[redacted]
Self-Represented

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, v. WELLS FARGO, Defendant.	Case No.: A-23-876887-C Dept. No.: 20 REQUEST FOR ADMISSIONS

COMES NOW Plaintiff, pursuant to NRCP Rule 36(a)(3), requests that the Defendant answer, under oath and in writing within thirty days of service, the following Request for Admissions. Requests for admission may require a party to admit the truth of any matters relating to "facts, the application of law to fact, or opinions about either." NRCP 36(a)(1)(A).

I. INSTRUCTIONS

If objection is made, the reasons shall be stated. The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. An answering party may not give lack of info or knowledge as a reason for failure to admit or deny unless it's stated that reasonable inquiry and info known or readily obtainable is insufficient to enable admittance or denial. A party who considers that a matter of which an admission had been requested presents a genuine issue for trial, may not, on that ground alone, object to the request. The answers shall include knowledge of the parties to whom the request is directed, their attorneys, all agents, servants, representatives, investigators and others who may have obtained info on behalf of those parties or their attorneys. Each party to whom this request is directed, is required to supplement, in the time period allowed, his/her response with respect to any question directly addressed to the identity and location of persons having knowledge of discoverable matters and the identity of each person expected to testify and the substance of his/her testimony. The party to whom this request is directed is required to amend, in the time allowed, a response if he/she obtains information the basis of which he/she knows that the response was incorrect when he/she knows that the response, through correct when made, is no longer true and the circumstances are such that a failure to amend a response is in substance a knowing concealment. Rule 37(c)(2) provides that

if a party fails to admit the truth of a matter under Rule 36, and the requesting party later proves the matter to be true, the requesting party may move after trial to recover the reasonable expenses, including attorney's fees, incurred in making the proof. U.S. v. Operation Rescue Nat'l, 111 F. Supp. 2d 948, 967-68 (1999); 8A Charles Alan Writ, Aruthur R. Miller & Richard Marcus, Federal Practice and Procedure 2290 (3d ed. 2002).

II. REQUEST FOR ADMISSIONS

REQUEST NO. 1: Admit that you are a buyer of debts. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 2: Admit the alleged debt in question was purchased from the original creditor. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 3: Admit American Jurisprudence 2d 73 states that *"The right of subrogation does not exist for a stranger to the transaction."* ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 4: Admit that you received a letter named *Debt Validation Request* on 2 MAR 2023 ❒ Admit❒Deny

REQUEST NO. 5: Admit that you received a letter named *Notice of Fault and Opportunity to Cure* on 5 APR 2023. ❒ Admit ❒Deny

REQUEST NO. 6: Admit that you did not send a Certified or Registered Mail confirmation in regard to the alleged debt being in dispute. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 7: Admit that you did not verify the alleged debt with the original creditor, obtaining a sworn affidavit by an authorized representative with first-hand knowledge of the account. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 8: Admit that you did not validate with the original creditor, by obtaining the contract that gave rise to the alleged debt. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 9: Admit that, per Restatement 2nd § 69, agreement by tacit acquiescence constitutes a valid contract. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 10: Admit that you did not notify all Credit Reporting Agencies (CRA) that the alleged debt was in dispute. ❒ Admit ❒Deny (if denial, explain)

REQUEST NO. 11: Admit that you are liable for the invalidated debt and thus multiple violations of the FCRA, FDCPA, TCPA and/or FOTI. ❒ Admit ❒Deny (if denial, explain)

I AFFIRM that a copy of this MOTION and AFFIDAVIT was mailed / delivered to:
❒ Plaintiff or ❒ Plaintiff's attorney | X Defendant or ❒ Defendant's attorney.

by: ***Luba Dace*** 4 September 2023
LUBA DACE

EXHIBIT A

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] OR EVENING [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]

TO:

WF AMERICAN GEM SOCIETY

Certified Mail with Return Receipt [redacted] 96

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 WF AMERICAN GEM SOCIETY $6,800 OPENED: 6/20/15

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 Corporation, 796 F.Supp.2d 1301, 1304 (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

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NOTICE OF FAULT AND OPPORTUNITY TO CURE

FROM:

Luba Dace

[redacted]

TO:

WF AMERICAN GEM SOCIETY

Certified Mail with Return Receipt [redacted] 9382 64

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 WF AMERICAN GEM SOCIETY $6,800 OPENED: 6/20/15

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 20 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.

Luba Snow DACE

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

NOTICE OF DEFAULT AND FINAL STATEMENT

FROM:

Luba Dace
[redacted]

TO:

WF AMERICAN GEM SOCIETY

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.

Re: Account for WF AMERICAN GEM SOCIETY $6,800 OPENED: 6/20/15

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.

Luba Snow DACE

by: _____,Without Recourse

Luba 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] OR [redacted] 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

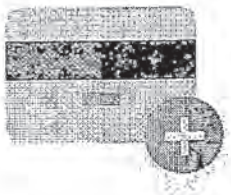
Balance	$1,862
Balance updated	Jul 26, 2023

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.

EXHIBIT E

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§ 3-501. PRESENTMENT.

(a)

"Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

(1) Presentment may be made at the place of payment of the instrument and must be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made; and is effective if made to any one of two or more makers, acceptors, drawees, or other payors.

(2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

(3) Without dishonoring the instrument, the party to whom presentment is made may (i) return the instrument for lack of a necessary indorsement, or (ii) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

(4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cut-off hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cut-off hour.

EXHIBIT F

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§ 1692g. Validation of debts

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

(e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

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100
FEDERAL RESERVE NOTE
LC 04727792 *
100
THE UNITED STATES OF AMERICA
IN GOD WE TRUST
100
ONE HUNDRED DOLLARS
100

EXHIBIT H

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§ 1692k. Civil liability

(a) Amount of damages

Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

(1) any actual damage sustained by such person as a result of such failure;

(2)

(A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding $1,000; or

(B) in the case of a class action, (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector; and

(3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought in bad faith and for the purpose of harassment, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs.

(b) Factors considered by court

In determining the amount of liability in any action under subsection (a) of this section, the court shall consider, among other relevant factors—

(1) in any individual action under subsection (a)(2)(A) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, and the extent to which such noncompliance was intentional; or

(2) in any class action under subsection (a)(2)(B) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, the resources of the debt collector, the number of persons adversely affected, and the extent to which the debt collector's noncompliance was intentional.

(c) Intent

A debt collector may not be held liable in any action brought under this subchapter if the debt collector shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

(d) Jurisdiction

An action to enforce any liability created by this subchapter may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs.

(e) Advisory opinions of Commission

No provision of this section imposing any liability shall apply to any act done or omitted in good faith in conformity with any advisory opinion of the Commission, notwithstanding that after such act or omission has occurred, such opinion is amended, rescinded, or determined by judicial or other authority to be invalid for any reason.

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EXHIBIT I

Consumer Financial Protection Bureau

[redacted]

CFPB Bulletin 2013-08 (Fair Debt Collection Practices Act and the Dodd-Frank Act)

Date: July 10, 2013

Subject: Representations Regarding Effect of Debt Payments on Credit Reports and Scores

In response to recent practices observed during supervisory examinations and enforcement investigations, the Consumer Financial Protection Bureau (CFPB or Bureau) issues this bulletin to provide guidance to creditors, debt buyers, and third-party collectors about compliance with the Fair Debt Collection Practices Act (FDCPA)[1] and sections 1031 and 1036 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act)[2] when making representations about the impact that payments on debts in collection may have on credit reports and credit scores.

A. Legal Background

The Dodd-Frank Act granted the CFPB authority to issue regulations and guidance related to the FDCPA and Title X of the Dodd-Frank Act.[3] The FDCPA makes it illegal for a debt collector to "use any false, deceptive, or misleading representation or means in connection with the collection of any debt."[4] In addition, it is illegal for any covered person or service provider of consumer financial products or services to engage in any deceptive act or practice in violation of the Dodd-Frank Act.[5] The FDCPA and the Dodd-Frank Act together prohibit covered persons or service providers, including debt collectors, from engaging in deception while collecting or attempting to collect on consumer debts.

B. Deceptive Claims Regarding Debt Payments and Credit Reports and Scores

While communicating with consumers, creditors and debt buyers (collectively "debt owners") and third-party debt collectors often make material representations intended to persuade consumers to pay debts in collection.[6] Such representations may include, but are not limited to, statements regarding the relationship between:

- Paying debts in collection and improvements in a consumer's credit report;
- Paying debts in collection and improvements in a consumer's credit score;
- Paying debts in collection and improvements in a consumer's creditworthiness; or

---

[1] 15 U.S.C. § 1692 *et seq.*
[2] 12 U.S.C. §§ 5531, 5536.
[3] 12 U.S.C. § 5512(b).
[4] 15 U.S.C. § 1692e.
[5] 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).
[6] For the purposes of this bulletin, "debts" refers to debts in collection.

- Paying debts in collection and the increased likelihood of a consumer receiving credit or more favorable credit terms from a lender.

Representations like those discussed in this bulletin are likely to be important to many consumers who view credit reporting as an important determinant of their future access to credit and other opportunities. Based on its supervision, enforcement, and other activities, the CFPB is aware that these types of representations are being made and is concerned that some of them may be deceptive under the FDCPA, the Dodd-Frank Act, or both.[7]

1. Effects on Credit Reports

One example of a potentially deceptive claim concerns representations that debt owners and third-party debt collectors may make about obsolete debt, which can be defined for the purposes of this bulletin as debt that the Fair Credit Reporting Act (FCRA) prohibits consumer reporting agencies from including on credit reports for most purposes due to the length of time that has passed since a consumer initially defaulted. The FCRA imposes time limits (usually seven years) on including information about debts in certain credit reports.[8] A debt owner or third-party debt collector representing that payments on obsolete debts will result in the removal of information about the debt from the consumer's credit report may well deceive consumers, because such information likely would not have appeared on reports for most purposes even if the debt had remained unpaid.

Another example of a potentially deceptive claim involves representations that debt owners and third-party debt collectors may make about non-obsolete debts. Payments on debts in collection will change credit reports only if debt owners or third-party debt collectors furnish information about the payments to credit reporting agencies and the agencies add the information to credit files and credit reports. If debt owners or third-party debt collectors do not furnish payment information to credit reporting agencies, then it may well be deceptive for them to make representations about how debt payments will be reflected on a consumer's credit report.[9]

2. Effects on Credit Scores

Another potentially deceptive claim involves representations that debt owners and third-party debt collectors may make about how paying debts in collection will improve credit scores. Even assuming that debt owners and third-party collectors report payments on debts in collection to consumer reporting agencies, in light of the numerous factors that influence an individual consumer's credit score, such payments may not improve the credit score of the consumer to whom the representation is being made. Consequently, debt owners or third-party debt collectors

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[7] Collectors who make claims are responsible for both the literal language of their representations and claims that reasonable consumers take away from those representations. *See FTC Policy Statement on Deception* (Oct. 14, 1983), *published at* 103 F.T.C. 110, 174 (1984). The CFPB is informed by the FTC's standard for deception. CFPB Supervision and Examination Manual, UDAAP 5 (Oct. 2012) (online at http://files.consumerfinance.gov/f/201210_cfpb_supervision-and-examination-manual-v2.pdf).

[8] Section 605 of the FCRA, 15 U.S.C. § 1681c. We note that there are exceptions to the general rule and, as a result, information about debts that are more than seven years old may appear under some circumstances or in certain consumer reports.

[9] *See American Express Centurion Consent Order, American Express Bank, FSB Consent Order, and American Express Travel Related Services Company, Inc. Consent Order* (collectively "American Express Consent Orders"), October 1, 2012, http://www.consumerfinance.gov/pressreleases/cfpb-orders-american-express-to-pay-85-million-refund-to-consumers-harmed-by-illegal-credit-card-practices/.

may well deceive consumers if they make representations that paying debts in collection will improve a consumer's credit score.

3. Effect on Creditworthiness

A third example of a potentially deceptive claim involves representations that owners of debts and third-party debt collectors may make about how paying debts in collection will improve creditworthiness or enhance the likelihood that a consumer will subsequently receive credit from a lender. Potential lenders may use a variety of sources of information to assess the creditworthiness of prospective borrowers, including credit report or credit score information. Even where they use the same information, potential lenders may assign different weight to information in evaluating the creditworthiness of prospective borrowers. The nature and extent of the impact of a payment on a particular debt in collection to a prospective borrower's creditworthiness may depend on all of the information potential lenders consider and how they weigh that information, factors that debt owners or third-party debt collectors often will not know. Debt owners or third-party debt collectors may well deceive consumers if they make representations about the nature or extent of improved creditworthiness that result from paying debts in collection.

C. CFPB Expectations

The examples of potentially deceptive claims concerning the effect of paying debts in collection on credit reports, credit scores, and creditworthiness set forth in this bulletin are illustrative and non-exhaustive. The prevalence of these types of potentially deceptive claims is a matter of significant concern to the CFPB.

Debt owners and third-party debt collectors should take steps to ensure that any claims that they make about the effect of paying debts in collection on consumers' credit reports, credit scores, and creditworthiness are not deceptive. In the course of supervision activities or enforcement investigations, the CFPB may review communication materials, scripts, and training manuals and related documentation to assess whether owners of debts and third-party debt collectors are making these types of claims and the factual basis for them. In addition, the CFPB will assess whether additional supervisory, enforcement, or other actions may be necessary to ensure that the debt collection market functions in a fair, transparent, and competitive manner.

EXHIBIT J

Cornell University Law School

Search Law School Search Cornell

LII / Legal Information Institute

UCC: uniform commercial code

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS
..PART 1. GENERAL PROVISIONS AND DEFINITIONS

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§ 3-104. NEGOTIABLE INSTRUMENT.

- (a) Except as provided in subsections (c) and (d), "**negotiable instrument**" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:
  - (1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
  - (2) is payable on demand or at a definite time; and
  - (3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.
- (b) "**Instrument**" means a negotiable instrument.
- (c) An order that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of "check" in subsection (f) is a negotiable instrument and a check.
- (d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.
- (e) An instrument is a "**note**" if it is a promise and is a "**draft**" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.
- (f) "**Check**" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."
- (g) "**Cashier's check**" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.
- (h) "**Teller's check**" means a draft drawn by a bank (i) on another bank, or (ii) payable at or through a bank.
- (i) "**Traveler's check**" means an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires, as a condition to payment, a countersignature by a

person whose specimen signature appears on the instrument.

- (j) "**Certificate of deposit**" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

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previous section | next section
overview
notes

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Electronically Filed
9/12/2023 12:54 PM
Steven D. Grierson
CLERK OF THE COURT

CNND

DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Dace, Plaintiff(s) vs. Wells Fargo, Defendant(s)	A-23-876887-C Department 20

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

Title of Nonconforming Document:	District Court Civil Cover Sheet
Party Submitting Document for Filing:	Plaintiff
Date and Time Submitted for Electronic Filing:	09/04/2023 at 2:14 PM

Reason for Nonconformity Determination:

☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and designated as filed in error, and any submitted filing fee has been returned to the filing party.

☒ The document initiated a new civil action and the case type designation does not match the cause of action identified in the document. "Other Tort" was the selected case type designation on the District Court Civil Cover Sheet; however, "Other Civil Matters" was the selected case type when this matter was initiated in Odyssey File and Serve.

☐ The document initiated a new civil action and a cover sheet was not submitted as required by NRS 3.275.

☐ The submitted document initiated a new civil action and was made up of multiple documents submitted together.

☐ The case caption and/or case number on the document does not match the case caption and/or case number of the case that it was filed into.

☐ The document was not signed by the submitting party or counsel for said party.

☐ The document filed was a court order that did not contain the signature of a judicial officer. In accordance with Administrative Order 19-5, the submitted order has been furnished to the department to which this case is assigned.

☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation "Hearing Requested" or "Hearing Not Requested" in the caption of the first page directly below the Case and Department Number.

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code "**Conforming Filing – CONFILE**." Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 12th day of September, 2023

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

CERTIFICATE OF SERVICE

I hereby certify that on September 12, 2023, I concurrently filed and served a copy of the foregoing Clerk's Notice of Nonconforming Document, on the party that submitted the nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service System.

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

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9/18/2023 2:31 PM
Steven D. Grierson
CLERK OF THE COURT

SUMM

LUBA DACE
(Your Name)
[redacted]
(Your Mailing Address)
[redacted]
(Your City, State, Zip Code)
[redacted]
(Your Telephone Number)

(Your Fax Number)
[redacted]
(Your E-mail Address)
Plaintiff, Self-Represented

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff's Name: LUBA DACE

Plaintiff,

vs.

Defendant's Name: WELLS FARGO

Defendant.

Case No.: A-23-876887
Dept. No.: 20

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU FILE A RESPONSE WITH THE COURT WITHIN 21 DAYS. READ THE INFORMATION BELOW CAREFULLY.

To the Defendant named above: WELLS FARGO

A civil complaint has been filed by the Plaintiff against you. Plaintiff is seeking to recover the relief requested in the complaint, which could include a money judgment against you or some other form of relief.

If you intend to defend this lawsuit, within 21 calendar days[1] after this Summons is served on you (not counting the day of service), you must:

1. File with the Clerk of the Court, whose address is shown below, a formal written response (typically a legal document called an "answer," but potentially some other

[1] The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members, and legislators each have 45 days after service of this Summons within which to file a response to Plaintiff's complaint.

For more forms and information, visit www.civillawselfhelpcenter.org.

Rev. 2/20/2019
© Civil Law Self-Help Center

response) to Plaintiff's complaint.

2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma Pauperis* and request a waiver of the filing fee.

3. Serve (by mail or hand delivery) a copy of your response upon the Plaintiff whose name and address is shown below.

Information and forms to assist you are available, free of charge, at the Civil Law Self-Help Center at the Regional Justice Center, [redacted] Las Vegas, Nevada, and on the center's website at www.civillawselfhelpcenter.org.

If you fail to respond, the Plaintiff can request your default. The court can then enter judgment against you for the relief demanded by the Plaintiff in the complaint, which could result in money or property being taken from you or some other relief requested in Plaintiff's complaint.

If you intend to seek an attorney's advice, do it quickly so that your response can be filed on time.

STEVEN D. GRIERSON, CLERK OF COURT

By: _____ Date: _____
Deputy Clerk
Regional Justice Center
[redacted]

Issued at the request of:

_____
(Signature)
LUBA DACE
(Your Name)
[redacted]
(Your Street Address)
[redacted]
(Your City, State, and Zip Code)

Plaintiff, Self-Represented

Note: When service is by publication, add a brief summary of the claims asserted, the relief sought, and include any special statutory requirements. This summary should have been proposed through a Motion Seeking Publication and approved through an Order for Service by Publication. See Nevada Rule of Civil Procedure 4.4(c).

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Steven D. Grierson
CLERK OF THE COURT

CNNDCA

DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Dace, Plaintiff(s)	A-23-876887-C
vs.	
Wells Fargo, Defendant(s)	Department 20

CLERK'S NOTICE OF CURATIVE ACTION

In accordance with NEFCR 8(b)(2), notice is hereby provided that the Clerk's Office has replaced the following nonconforming document(s) with conforming document(s):

Title of Nonconforming Document:	District Court Civil Cover Sheet
Party Submitting Document for Filing:	Plaintiff
Date and Time Submitted for Electronic Filing:	09/04/2023 at 2:14 PM

The conforming document(s) have been filed with a time and date stamp which match the time and date that the nonconforming document(s) were submitted for electronic filing.

Dated this: 19th day of September, 2023.

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

CERTIFICATE OF SERVICE

I hereby certify that on September 19, 2023, I concurrently filed and served a copy of the foregoing Clerk's Notice of Curative Action, on the party that submitted the nonconforming document and all registered users receiving service under NEFCR 9(b), via the Eighth Judicial District Court's Electronic Filing and Service System.

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Luba Dace

[redacted]

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

DEFENDANTS

Wells Fargo

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

Kelly Dove, Esq., Jennifer McBee, Esq. Snell & Wilmer LLP

[redacted]

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC [redacted]

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC [redacted]
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☒ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
15 U.S.C. § 1692

Brief description of cause:
Fair Debt Collection Practices Act Violation

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
Oct. 4, 2023

SIGNATURE OF ATTORNEY OF RECORD
/s/ Jennifer L. McBee

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____