**NOTICE**

**DEMAND FOR VALIDATION AND PROOF OF CLAIM**

Date: 8/25/2014

**From:**

Your Name Here

Your Address Here

Your City, State, Zip Here (do not use state abbreviation and put zip in brackets [xxxxx])

Hereinafter collectively referred to as “Claimant”

**To:**

BIG BAD DEBT COLLECTOR

DEBT COLLECOR ADDRESS

DEBT COLLECTOR CITY, STATE, ZIP

CERTIFIED MAIL RECEIPT #: XXXX XXXX XXXX XXXX XXXX

Hereinafter collectively referred to as RESPONDENT, you, your company

 Date:

Re: Alleged Original Creditor:

 Alleged Account:

 Alleged Debt Amount:

To Whom it May Concern,

This letters is in response to a letter received by your company on (Date of Letter). What I would first like to know is who are you? It appears as though [name of original creditor] has sold this account to you, a 3rd party interloper and you may be participating in fraud. Since there is no signature on the documents you may have sent me, who is accountable for this contract I am being offered? If you can state your claim & provide that contract I have with you whereas there is a wet ink signature from the Claimant & someone From the RESPONDENT, I would be happy to settle this alleged account.

Please notice that this is a request for VALIDATION and PROOF OF CLAIM made pursuant to the Fair Debt Collection Practices Act and Fair Credit Billing Act.I respectfully request that your offices provide Claimant with competent evidence as *per the attached “Declaration and Proof of Claim”* that I have any legal obligation to pay you the unsubstantiated alleged debt.

At this time please be informed that if your offices have reported non-validated information to any of the 3 major Credit Bureaus, such as, Equifax, Experian and TransUnion prior to validation and proof of claim of the alleged debt, this action could constitute fraud under both Federal and State Laws.

Due to this fact, if any negative mark is found on any of Claimant credit reports by your company or any company that you represent, I may further explore options regarding action against you and anyone you represent, in accordance with Violation of the Fair Credit Reporting Act, as well as Violation of the Fair Debt Collection Practices Act, and United States Code TITLE 18, CHAPTER 63, Sec. 1341

Until such time that your offices provide Claimant with proof of claim of the alleged debt, the alleged debt is considered to be invalid, and any documents that you might send me will be returned to you as *‘refused for cause without dishonor upon proof of claim’*. Your offices have 30 days to produce the required documentation in accordance with FTC guidelines. During this validation period and proof of claim, if any action is taken which could be considered detrimental in any way to Claimant’s private commercial affairs, or of Claimant credit reports, said action will be considered a “dishonor” and cause the self-executing contract portion of this notice to be implemented. This includes the listing of any information to a credit-reporting repository that could be inaccurate or invalid.

If you can state your claim, please provide that information & fill out the enclosed IRS form W9. I will need your EIN number to forward to IRS for collections via form 1099/1096 stating your taxable gain on any payments made or amounts you may incur in the self executing contract section if you pursue this matter without proof of claim.

When you fill out the proof of claim document attached, please note that only signed, sworn statements in affidavit form, oath or jurat with the wet ink signature of the real party in interest, as described in Rule 17 of the Federal Rules of Civil Procedure will be accepted, any others would be considered frivolous, non-truths, and unlawful responses.

If your offices fail to respond to this validation and proof of claim request within 30 days from the date of your receipt, all references to this account must be deleted and completely removed from Claimant credit file and a copy of such deletion request shall be sent to Claimant immediately.

**Counter Claim with Self-executing Contract**

If Respondent, such as by commission, omission, and otherwise:

Fails to provide VALIDATION and PROOF OF CLAIM within thirty (30) days;

Makes a false representation of the character of the hereinabove-referenced alleged debt;

Makes a false representation of the legal status of the hereinabove-referenced alleged debt;

Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as, the law codified at the *Fair Debt Collection Practices Act,*

will be construed to be Respondent’s tacit acceptance of the terms and condition stated herein. In which case RESPONDENT

agrees to:

Voluntarily waive all claims against Claimant, their Agent or Heirs with prejudice; and,

The matter regarding the alleged debt is finally and totally settled; and,

Voluntarily admits the Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and that they failed to disclose these material facts to Claimant; and, voluntarily report the date of last activity on this account is the date of this notice.

Furthermore, RESPONDENT’S failure to “Cease and Desist” in accordance with the requirements of the FDCPA and other related law, and/or satisfy the above “terms and conditions,” constitutes RESPONDENT’S “Breach of Duty” and voluntary agreement to compensate Claimant, by certified mail, with a cashier’s check within ten (10) days of the date of notice by Claimant, their Agent or Heirs, in the following amounts:

One Thousand Dollars ($1,000.00) for each communication made to Claimant or their Agent or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person who has first-hand knowledge, regarding Respondent’s unsubstantiated claim; and, One Thousand Dollars ($1,000.00) for each court appearance Claimant, their Agent or Heirs makes in response to Respondent’s unsubstantiated claims; and, One Thousand Dollars ($1,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant’s credit history; and, Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs; fees and expenses incurred in defending against this and any and all continued collection attempts re: the above-referenced alleged account.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT**

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

Applicable to all successors and assigns

*Silence is Acquiescence/Agreement/Dishonor*

Executed on this [Insert Date Here, 2014 by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Your Name Here, Authorized Representative for [YOUR NAME ALL CAPS]

**CC Federal Trade Commission**

**Consumer Complaint**
600 Pennsylvania Avenue, NW
Washington, DC 20580

CC [YOUR STATE HERE] DEPARTMENT OF JUSTICE

 Your attorney general here Attorney General

 Attorney general address

 Attorney general state

**CREDITOR/DEBT COLLECTOR DECLARATION and Proof of Claim**

***This document is to print as is and have the creditor fill out and return to you after they have it notarized (delete these instructions before printing)***

**Please provide all of the following information and submit the appropriate forms and paperwork back to me along with the Affidavit signed In Accordance with 28 U.S.C. Section 1746 within 30 days from the date of your receipt of this request for validation and proof of claim.**

1. Alleged Name and Address of Creditor:
2. Name on File of Alleged Debtor:
3. Alleged Account #:
4. Amount of alleged debt:
5. Date that this alleged debt became payable:
6. Date of original charge off or delinquency:
7. Amount paid if debt was purchased:
8. Please attach a copy of any signed agreement debtor has made with debt collector, or other verifiable proof that debtor has a contractual obligation to pay debt collector.
9. Furnish a copy of the original promissory note/agreement redacting my social security number to prevent identify theft and state that your client named above is the holder in due course of the note agreement and will produce the original for my own and a judge’s inspection should there be a trial to contest these matters.
10. Produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect.
11. Identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
12. Verify as a third party debt collector, you have not purchased evidence of the alleged debt and are proceeding with collection activity in the name of the original maker of the note.
13. Verify you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
14. Verify you know and understand that credit card contracts are a series of continuing offers to contract and as such are non-transferable.
15. Provide verification from the stated creditor that you are authorized to act for them.
16. Verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment a violation of United States Code TITLE 18 PART 1 CHAPTER 63 Sec. 1341.

**AFFIDAVIT of TRUTH**

**Sworn under penalties of perjury**

Signature(s) of Real Party in Interest:

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EIN/SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Failure to produce a contract in accordance with the above guidelines may illustrate that the alleged debt claimed owed was misrepresented and sold to third party debt collectors fraudulently. I am requesting a full removal of Derogatory reporting in my Credit File from all three Credit Reporting Agencies. Failure to notify me at the above address of the completion of these removals within 30 days of receipt of this letter indicates a disregard for the law to exhaust all efforts to resolve this without litigation.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name of Authorized Representative) (Sign Name of Authorized Representative)

**NOTARY ACKNOWLEGEMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known

to me or proven to me to be the real man signing this document this \_\_\_\_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2010

{SEAL}

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public