Complete payment history, the requirement of which has been established via SPEARS vs. BRENNAN and Agreement that bears the signature of the alleged debtor wherein he agreed to pay the original creditor.

Letter of sale or assignment from the original creditor to your company. (Agreement with your client that grants you the authority to collect on this alleged debt.)

Intimate knowledge of the creation of the debt by you, the collection agency

I’m sure you know, under FDCPA Section 809 (b), you are not allowed to pursue collection activity until the debt is validated. You should be made aware that in TWYLA BOATLEY, Plaintiff, vs. DIEM CORPORATION, No. CIV 03-0762 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, 2004, the courts ruled that reporting a collection account indeed is considered collection activity.

I’m sure your legal staff will agree that non-compliance with this request could put your company in serious legal trouble with the FTC and other state or federal agencies. Under the FCRA and the FDCPA, each violation is subject to a $1000 fine, payable to me.

Of course, no one likes to go to court. My time is money and it would be worth it to me to settle this outside of court, even if I am assured of victory. To minimize both parties’ time and trouble over this matter, I am willing to offer a settlement of $XXXX.XX amount which is also included in the attached settlement offer. The offer is not an admission of indebtedness, but an attempt to bring swift closure to this matter.

Your Name

* referred to as COLLECTION AGENCY and , referred to as CONSUMER, agree to resolved the matter of the alleged debt, originally held by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company hereafter referred to as the CLIENT. COLLECTION AGENCY, hereby agrees to settle this alleged debt claimed by COLLECTION AGENCY on the following terms and conditions:

The COLLECTION AGENCY certifies that it is legally authorized to act in behalf of its CLIENT and that any agreement that the COLLECTION AGENCY makes on behalf of Client is legally binding on the Client.

The COLLECTION AGENCY and the CONSUMER agree that the present debt due is $38,0000.00 (one thousand thirty-eight thousand & 00/100 dollars). The parties agree that the COLLECTION AGENCY shall accept the sum of $9500 (nine thousand five hundred dollars & no/100 dollars) as full payment on the debt. The acceptance of the payment will serve as a complete discharge of all monies due, and the COLLECTION AGENCY agrees to consider the debt paid in full and agrees to not take further action to collect on the alleged debt. The payment shall be made in the form of a cashier’s check.

Upon payment of the $9500, the COLLECTION AGENCY agrees to remove any listing or information that the COLLECTION AGENCY may have placed on the CONSUMER’S credit report. The COLLECTION AGENCY agrees to never at any time in the future place any information on the CONSUMERS credit report.

The CONSUMER feels that the negative information on CONSUMER’s credit report is damaging and while the exact estimation of the damage is not currently known, the CONSUMER estimates it to be $10,000. Should the COLLECTION AGENCY fail to remove the listing or reinsert it at a later date, the COLLECTION AGENCY agrees to award liquidated damages of $10,000 to CONSUMER.

This compromise is expressly conditioned upon the payment being received by . If the CONSUMER fails to pay the compromised amount by , the original amount owed by the CONSUMER will be reinstated in full, and immediately due.

The person signing this agreement, referred to as LEGAL REPRESENTATIVE OF COLLECTION AGENCY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby declares that he/she is authorized to act as an agent of the COLLECTION AGENCY.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assignees.

Dated:

Signature:

LEGAL REPRESENTATIVE OF COLLECTION AGENCY

Signature:

CONSUMER

Combination Debt Validation and Settlement Letter

Your Name

1 Any Street

Any Town, AZ 85000

ABC Collections

1 E. Main

Some Other Town, CO 80000

Date: Oct 31, 2003

Re: Acct # XXXX3 or XXXXX4

To Whom It May Concern:

I have previously sent you a request to validate my debt per the Fair Debt Collection Practices Act (FDCPA). It has now been more than 30 days, I period that I felt was reasonable. However, I’ve noticed that this account is still on my credit report, despite the fact that you have provided nothing in the way of proof that this is my debt, that you are legally entitled to collect this debt, an accounting of the amount of the debt.

In previous correspondence with your company, even though I am not convinced this debt is mine, I offered to settle with your company for 50% of the amount plus the removal of the account from my credit report. This is a very generous offer, especially in the light of the fact that you are currently in violation of the FDCPA and I am entitled to collect money from you.

As I’m sure you know, under FDCPA Section 809 (b), you are not allowed to pursue collection activity until the debt is validated. You should be made aware that in TWYLA BOATLEY, Plaintiff, vs. DIEM CORPORATION, No. CIV 03-0762 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, 2004, the courts ruled that reporting a collection account indeed is considered collection activity.

I recognize that no one likes court or protracted, costly legal battles, especially ones in which you are certain to lose. To expedite the resolution of this matter and get it off of my credit report, I am willing to pay a portion of the debt, even though I am not fully convinced that it is mine. I am attaching a settlement offer for your consideration.

If you do not accept my settlement offer, I intend to take you to court for violating the FDCPA.

Best regards,

Your Name

Agreement to Settle Debt

This agreement for settlement of $xxx.xx known as the Debt is between known as Collection Agency and known as Payor. Payeecertifies that they are acting as a representative of Collection Agency, and has authority to make decisions regarding this Debt.

Upon payment of <$XXX.XX -the amount of the offer> the Debt to Collection Agency, Collection Agency agrees that the Debt has been paid in full and agrees to remove any negative mark on the Payor’s credit report, and also agrees to not put any negative marks on the Payor’s credit report at any time in the future.

Once the Collection Agency has received the payment from the Payor, the collection agency agrees to remove the account listing completely from the Payor’s credit report. It is not currently known what the dollar amount might be if Collection Agency refuses to remove its account listing on Payor’s credit report or places one on it in the future, but Payor estimates the liquidated damages of such a negative mark to be $10,000. If at anytime in the future, the Payor finds a negative listing from Collection Agency, the Collection Agency agrees to pay the liquidated damages.

If these terms are acceptable to your company, please sign below and return a copy to me. Upon receipt of this acknowledged agreement, I will express you a money order in the amount stated above.

Read, Approved and Accepted by:

Payee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_

Payor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_