

How To Be Debt Free in 100 Days

The Secret Loophole That Shows You A LEGAL Way To Get Rid Of Your Debts (That Banks Hope You Never Find Out About)



Peace of Mind, LLC

866 - 4-Way-Out or 866-492-9688

TRUST | ASSET | PROTECTION

By Zen Trust

Special Report: How To Release Your Debt

Special Report: How To Release Your Debt

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Special Report: How To Release Your Debt

This Special Report has been written to educate natural men and women to highlight the **fraudulent nature** of the Global Financial System and offer solutions to those who may be experiencing financial hardship as a result of it.

We provide valuable resources and hope to offer a unique insight into dealing with debt by acting honestly, lawfully and truthfully which **does not** follow the advice of Debt Counselors, Credit Bureaus, Banks or Financial Advisors.

Learn how the Banks and the Courts conspire to rob you of your money. Learn how debt collectors intimidate you and trick you into contracts and learn how to empower yourself by using some strategies and simple rules.

Truth and Openness

We have nothing to fear from truth and openness. We love truth and openness for it exposes lies and deceit. We do everything openly. They whisper behind closed doors. We live in the light. They operate in darkness. The light has shined in the darkness and the darkness can never put it out.

Fair Use Notice

We are making such material available in our efforts to advance the understanding of human rights, political, economic, democratic and social justice issues, etc. We believe this constitutes “fair use” of any such copyrighted material.

Who We Are?

Peace of Mind, LLC is a privately owned company. We are an independent, third-party firm, not affiliated with any bank, debt collector or government agency. We provide solutions to our clients who may or may not be in distress.

Our Mission

We are a trusted and recognized resource for debt solutions, achieved by educating today's consumers about their right to protect and preserve their assets against creditors and maintain freedom from debt.

We Believe

We here at Peace of Mind LLC believe the following things are true..

1. *People will always need to use credit*
2. *The average debtor is unaware of the full extent of their options when faced with debt collectors*
3. *Debt Collectors frequently take advantage of the debtor's lack of knowledge instead of helping them to settle the debt fairly*

Not only that, but everyone's circumstances are different. What worked for one person won't necessarily work for you! That's why we begin with a comprehensive discussion to learn exactly how we can help you pay off debt fast and repair your credit. We love to work with good, honest, hardworking people like you who truly deserve freedom from debt.

What we do

Peace of Mind, LLC provides debt solutions including education, debt management plans, debt reduction and elimination, and credit repair. Peace of Mind, LLC helps consumers overburdened with debt avoid bankruptcy and get back on the path to financial security.

Why We're Trustworthy

Peace of Mind LLC is a protective entity for clients who need a leg up in debt relief. Peace of Mind LLC is a privately held company without affiliation to any government agencies, debt collection services or banks. We provide solutions for every individual client that will best serve them as they deal with debt. While there are plenty of other financial institutions out there who would be willing to give you debt advice, it's best to deal with a debt specialist like Peace Of Mind LLC. After all, you wouldn't go to your dentist when you needed a new pair of prescription glasses would you?

Our Guarantee

As part of a global community of providers who seek to expose and eliminate exploitive debt relief institutions, Peace Of Mind LLC is fully committed to being 100% truthful and open when dealing with our clients. When you work with Peace Of Mind LLC, you can be certain that

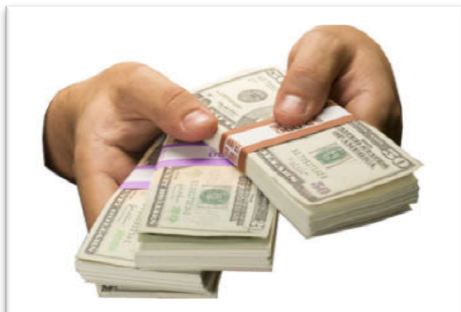
you're getting the whole truth about your situation, paired with reliable guidance that won't leave you wondering... "where did it all went wrong?"

Our History

Many years ago, our founder experienced precisely the problem our clients face... "Zen", as he's known, had been a rich man. With significant investments in real estate, he'd been confident that the level of debt he'd taken on was reasonable given all of the assets he owned. Sadly for all of us, economic downturns have a way of changing things. Zen lost a good deal of value in his assets and was forced to begin liquidating his life's savings to satisfy his creditors. Soon, he was under a crushing debt load. He was faced with a dilemma. He could go back to his native South Africa, leaving all of his problems behind him... or he could stay and face the reality of his situation. **Being no stranger to adversity, Zen was determined to rebuild.** He sought help, but what he found was companies that wanted to hurt him; that wanted to use his poor situation against him. They told him he needed to "rebuild your credit" before they'd work with him or "use our consolidation to pay off your debt faster"... but their strategies left Zen no better off. It seemed to him that it was time to do something different. Zen decided it was time to look inward... After spending a good deal of time learning the ins and outs of how to handle debt, and of course acquiring a good deal of first-hand experience, Zen started Peace of Mind LLC so others wouldn't have to live through what he did. Over the years, Peace of Mind LLC has grown and expanded to cities all across America. With offices from New York to Florida, and from North Carolina to California we've helped thousands of Americans get back on their feet and gain their freedom from debt. Peace of Mind LLC proudly continues to uphold the Zen's vision of preventing honest people like you from becoming victims of debt.

Why Release the Debt on Your Credit Card or Other Debts?

There is no need to let the Banking industry take advantage of you any more than they already have. This economy is not your fault, the real estate market down-turn is not your fault, and, more importantly, **your loan was paid in full the day you took out the application to get the credit card.**



How Banks Create Money

Banks create money by demanding deposits or book entries that reflect how much lawful money the bank owes its customers. The bank's assets are cash plus IOU's and promissory notes that the borrower signs when they borrow money or cash is lent.

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Example: If a bank has 10 people deposit \$5,000, totaling \$50,000, in cash (legal money) and the bank's reserve is 5%, then the bank will lend 20 times this amount, or \$1,000,000 in "credit" money. What the bank has actually done, however, is loaned its credit with the purpose of "circulating credit" as "money." The bank knows if all 20 people come at once demanding their money the bank will close its doors. The bank creates the illusion it has lots of money or credit so it doesn't cause a panic.

Notice: The Federal Reserve Bank of Chicago in its booklet: Modern Money Mechanics, page 3, states; "In the United States neither paper currency [e.g., Federal Reserve Notes] nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries." The acceptance of said "currency" is merely a "confidence" game predicated upon the people's faith or "confidence" that these currencies/instruments can be exchanged and accepted for goods and services.

Individuals have been stopped from using and have no access to "lawful constitutional money of exchange" (See U.S. Constitution—Art. I § X) to "PAY DEBTS AT LAW," and pursuant to HJR-192, can only discharge fines, fees, debts, and judgments 'dollar for dollar' via commercial paper or upon Individual's exemption.

What is a Loan Agreement?

The bank advertises that it loans money. Then it says, "Sign here," but they don't sign because they're not loaning their money. They are just collecting a note that acts like money. In a mortgage transaction, the bank receives the equity of your home for free, in exchange, for an unpaid bank liability that the bank can't pay without returning the mortgage note. The bank receives your mortgage note without investing one cent. Then it sells the note for cash or an asset that can be converted to cash.

Example: A person wants to borrow \$100,000 to purchase a property, so the Bank issues a \$100,000 liability/note. The \$100,000 is a lien placed on the property the bank received without investment (The bank never put up any money). The alleged borrower effectively created money by signing the promissory note. This note acts like money, so the bank deposits your mortgage note as money which to issue a check. Then this check acts like the 'real' money the home seller/builder receives.

The Fraud: The Bank effectively made you a depositor, not a borrower. Your promise to pay gave value to a note that the Bank sells to a third party to realize legal money. No actual loan was generated from the transaction. One cannot repay which was never loaned in the first place!

Related case law:

We are aware and know that the use of a (federal reserve) 'Note' is only a promise to pay. See *Fidelity Savings v Grimes*, 131 P2d 894.

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- We are aware and know that legal tender (Federal Reserve) Notes are not good and lawful money of the United States. See *Rains v State*, 226 S.W. 189.
- We are aware and know that (federal reserve) 'Notes do not operate as payment in the absences of an agreement that they shall constitute payment.' See *Blachshear Mfg. Co. v Harrell*, 2 S.E. 2d 766.

Peace of Mind, LLC is a company that partners with clients to provide the documents and process-of-service steps necessary to accomplish your agenda. We joint-venture with you to streamline the process by providing you with the information you need and then doing the documents for you.

Summary of just some of the steps involved:

- Send a copy of your credit card/debt statement to see if you qualify
- Sign partnership agreement
- Formulate a strategy depending on your situation
- Prep Docs to send to the lender
- Send Demand Letter Docs to lender
- File Forms with the IRS
- Enforce liens on lender

Important Legal Facts

The Uniform Commercial Code (UCC), first published in 1952, is one of a number of uniform acts that have been promulgated in conjunction with efforts to harmonize the law of sales and other commercial transactions in all 50 states within the United States of America. The UCC provides a uniform law designed to simplify and modernize the consumer credit and usury laws, to further consumer understanding of the terms of credit transactions and to protect consumers against unfair practices.

Any transaction to discharge a debt liability is in accordance and compliance with UCC 3-104; Title IV, Sec 401 (FRA); USC Title 12; USC Title 28, §§1631, 3002; and the Foreign Sovereign Immunity Act under necessity.

Everything since June 1933 operates in commerce. Why is this important? The Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts "dollar for dollar" via HJR 192—due to the declared Bankruptcy of the Corporate United States via the abolishment of constitutional coin and currency under Executive Order declared by then president Franklin Delano Roosevelt. HJR-192 superseded Public Law, replacing it with public policy. This eliminated our ability to PAY our debts, allowing only for their DISCHARGE.

Note: The U.S. Bankruptcy is verified in Senate Report No. 93-549 93rd Congress, 1st Session (1973), "Summary of Emergency Power Statutes," Executive Orders 6073, 6102,

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6111 and by Executive Order 6260 on March 9, 1933, under the “Trading With The Enemy Act (Sixty-Fifth Congress, Session I, Chapters 105, 106, October 6, 1917), and as further codified at 12 U.S.C.A. 95(a) and (b) as amended.



They are numerous references to Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, Supreme Court decisions, the Uniform Commercial Code, U.S. Constitution, State Constitutions, and general recognized maxims of Law wish establish:

That, the lawful coin (i.e. organic medium of exchange) and the former ability to PAY debts—has been replaced with fiat, paper currency, with the limited capacity to only DISCHARGE debts.

That, the Congress of the United States did legislate and provide the American people a remedy/means to discharge all debts “dollar for dollar” via HJR 192—due to the declared Bankruptcy of the Corporate United States via the abolishment of constitutional coin and currency. [See Appendix E]

The Bottom Line to Release Your Debts: The Bank is NOT the Creditor, you are! Without being the creditor, the bank has no rights and cannot do anything except comply with your demands. Your job is to put the burden on the bank to prove they are, indeed, the Creditors. Prove they indeed hold an actual Note to your property.

Why You Should Be Concerned About Your Debts

The Greatest Depression May Be Coming

Can you just legally get out of debts? Actually, yes! You'd do it in a second if you knew for a fact it could really be done legally and lawfully, right? What's the catch? The only catch is that most people have never even imagined such a process because debt elimination has been well hidden, utilized only by the financial wizards who have developed the banking and money system. You might have to suspend judgment as you learn, even question everything you've even thought you knew! Even question everything you ever thought you BELIEVED! That the risk of faith...to be able to even question what you believe is true. This can be a bit daunting because ego has such a strong hold over most people, but it's the only path to real freedom. My debt elimination experts can coach you through the arcane world of the Uniform Commercial Code (UCC). Debt elimination isn't taught in the schools or mentioned in the media, but the UCC is the foundation of our laws and commerce. And it's the foundation of debt elimination. Get out of debt, eliminate credit card debt, eliminate

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student loans, discover tax freedom, speed equity growth, get real money and you will begin to discover real freedom.

Multiply this by others doing the same thing and you have America learning what is needed to know real freedom...by debt elimination. Among debt elimination programs are those that help you make use of the consumer protection laws because, like most laws, they seem to need an expert to understand them. I make all that accessible to you by providing experts in auditing and analyzing your loan or credit card documents and producing a legal document to remedy the wholesale violations of the statutes enacted by Congress, signed by the President, and upheld by the courts. It's "black letter" law meaning it is established and accepted without question in the courts. That's debt elimination, too. Get out of debt! Eliminate credit card debt, eliminate student loan debt, get real money and discover real freedom! Debt elimination is the bailout plan the government and the banks won't provide for you because they profit by their huge scam. Our money system itself is a monstrous scam perpetrated to keep people ignorant of how it works through a constant flow of propaganda. If everybody did their duty to their country, they would begin with debt elimination to put the money back in the hands of the people. That's how the people can get their own bailout...take back their power and their nation. Take back your power!



IN 2007 a Federal judge told a trust to show clear mortgage documentation in foreclosures. They couldn't show the paper trail so they couldn't foreclose. They didn't have the security interest that they claimed. Foreclosing banks and mortgage lenders are paper tigers. They growl but they don't have any teeth...if you are prepared with real knowledge. Real knowledge is not the propaganda we have all been taught. Real-debt-elimination.com is committed to helping you cut through the crap, pierce the veils of illusion, and see clearly the trap that has been devised for you.

You have a few minutes to find out how debt elimination is possible and how it works, don't you? Be ready for more than a few surprises! Don't wait another day to get out of debt. To restart our economy, Richard Cook has even urged people to Stop Paying Credit Card Debt as part of a Citizen Economic Stimulus Plan to eliminate credit card debt by not paying. I can show you how to eliminate credit card debt even better through administrative procedures... and help the economy at the same time.

Imagine what your life would be like after debt elimination if you could just stop making payments and keep your home or business without any legal hassles. Imagine if you could eliminate credit card debt and keeping a clear credit report, as well.

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- **No more stress from wondering how you can stretch your budget**
- **Spend your money on your child's college education**
- **Invest your money and let your money work for you**
- **Travel more often with all the money that you have saved.**

Debt elimination professionals have discovered some relatively unknown statutes on the books and administrative procedures that pertain to the banking system and debt elimination that they're utilizing to help their clients. Debt elimination professionals can help you get out of debt, eliminate credit card debt, eliminate student loans, and find tax freedom. By helping ordinary folks with debt elimination and owning their homes free and clear of debt forever they help Americans, and others, be free at the most fundamental level. Debt elimination is more effective than voting! But realize that you can't have your freedom for free! You must act, now!

You will be looking specifically for answers to these three fundamental debt elimination questions:

- **How is it that there is no real money (lawful money)?**
- **Who actually owns and operates the Federal Reserve System? Who should?**
- **Who actually provided the source of the funds for your "loan" or "credit" card? And HOW?**

And most importantly, WHO ARE YOU, REALLY? You'd never guess because you have been deliberately mistaught, misled, and misinformed. Even your parents and teachers didn't know. These are the hidden realities of real debt elimination and real freedom. As you go through the procedures to get out of debt your will also be learning the way to real freedom. Eliminate credit card debt and you help the economy and liberty at the same time.

Debt elimination requires knowledge, preparation and action. This debt elimination website is provided to give you as much help as possible and then a debt elimination expert can help you go the rest of the way to Real Freedom. This is not for those who don't have the will and energy to CHANGE THEIR MINDS and ACT on THEIR NEW KNOWLEDGE! Debt elimination is a conscious choice of right action for you and your family. Sometimes right action requires courage.

Ways to Get Out of Debt

Debt Settlement

In its simplest terms, debt settlement is an agreement between a debtor and a creditor to pay off unsecured debt at a reduced amount. Once a creditor believes that the consumer may not have the ability to pay off the debt in full, the negotiation process begins. By agreeing to a debt settlement option, the creditor relieves the client from their full obligation and chooses to take a portion of the outstanding debt as payment in full.

Debt Management

Debt management programs are typically for those people who are able to keep up on their monthly payments and are just looking to reduce their interest rates. It's important that you understand that our debt management program does not lower your overall debt principle. We will work with your creditors to obtain lower interest rates for you and we will also attempt to achieve a lower monthly payment however we cannot guarantee a lower payment because typically all of your debt is condensed in to a 3-5 year program on average.

Credit Counseling

Another popular option in the debt relief field is Consumer Credit Counseling. When you enroll with a credit counseling company, the company will take your monthly payments, then turn around and make the payments to your creditors. Credit counseling companies have prearranged interest rates with major creditors, so their programs can often save you money on interest charges. Because the CCC company is making the payments on behalf of the client, increasing likelihood of on-time payment, the creditors are willing to offer a lower rate through the credit counseling firm. Instead of making multiple payments to at high interest rates, the consumer can now make one monthly payment to their credit counseling firm at a lower average interest rate. Generally, the consumer must have a flawless record of payment for each card for the past few years before they can qualify for CCC. Creditors DO report CCC enrollment to the credit bureaus, and this mark can make finding new financing difficult.

Bankruptcy

Bankruptcy is a good alternative for those individuals that have absolutely no way to repay their debts; however in today's economy, people are throwing the term around much too loosely and assuming that all their debts will be magically forgiven. Bankruptcy is a serious matter and it is very important that people who are considering it fully educate themselves on the negative affects it can have on one's life. With that being said, there are two different types of bankruptcy that the average consumer can apply and qualify for:

Chapter 7

Commonly known as "liquidation," Chapter 7 usually takes four to six months from the date of filing to the final discharge. You can file only once every six years. This form of bankruptcy basically allows filers to give up assets in exchange for complete discharge of their debts. This is frequently the option for people who have few or no assets, often little or no income, and a lot of debt. Note: The individual's assets will be liquidated. Real estate, cars, and all assets of value will be either taken or forced into sale.

Additionally debtors must pass a "means test," meaning when they file, their income must be less than the median income in their state. If a debtor's income is above the state's median and the person can afford to pay \$100 per month toward paying off debt, then the filer will be forced to file under Chapter 13 which is a court ordered repayment plan with far less monetary savings.



Chapter 13

Also known as "debt adjustment", Chapter 13 allows individuals to temporarily halt foreclosures and collection actions while they draft and execute a plan to repay a percentage of or all of the debts over a three- to five-year period.

While debtors are allowed to keep all of their property, the court approves a new interest-free plan for repayment of the outstanding debt. A written plan is created giving details of all the transactions that will occur and the duration. The repayment must begin within thirty to forty-five days after the case has started.

Debt Elimination

Under the law a procedure for doing this is provided. That procedure is found in **UCC Article 3 Section 603 paragraph (b)**. We go to the lender and do what is called a tender. We put the full amount of your note on the table with a demand they produce the note. **When they fail to produce the proof of a loan (verified accounting and other ledger related accounting procedures) an operation of law called "discharge" occurs. This is a judicial action resulting in an order of discharge as satisfaction on the debt.**

Strategies for Elimination of Your Debt

Validation as a Debt Elimination Process to Eliminate Credit Card Debt

First you must understand that in our money system there are no funds because there is technically, no money. There is only debt and the debt instruments that are used in place of

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money. The credit card lender did not loan you any *money*. They didn't even lend you their credit. They aren't allowed to do that. They used YOUR credit to authorize the use of the card. You can very simply establish this by demanding that they validate the debt. That is, someone in a position of authority at the "lending" corporation would have to sign an affidavit under oath that the debt that they claim you owe is a valid debt. They can't and they won't. They have actually committed fraud and now you are asking them to sign for it. No way they want to stick their neck in THAT noose. Failing to sign the affidavit, they just write the debt off as a loss. This normally takes a series of communications and eventually you paint them into a corner and they quit. If they try to have a collection agency get involved, you simply remind them that the collection agency is not a party to the contract and cannot speak for the "lender." They might have an attorney get involved, but the attorney would have to validate the debt, as well, and handled very promptly, exactly and professionally, your process grinds them to a halt. You *eliminate* credit card debt.

Filing a Commercial Lien Against Your Own Trust



Another version of this debt elimination process to eliminate credit card debt picks up on the fact that there are no funds, just debt money. Look at a dollar bill. It does say Federal Reserve NOTE, right? It's a debt instrument that's being used as though it were real money. When you agreed to use the credit card, they used your assent, your signature to create the credit. They used *your* name to create a trust with themselves named as trustees, and they have used that trust as collateral on the national debt.

That collateralization is in an asset account for the trust after it was monetized on the world money market. Eliminate Credit Card Debt Process #3 establishes YOUR right as the trustor and takes that trust back under your control. Under your control you can transfer trust assets to the trust debt account, thereby discharging the debt. Debt elimination by discharging debt is one of the several ways to eliminate credit card debt.

To eliminate credit card debt, you next must understand that the debt is not yours personally. You have, since you began doing money transactions, functioned as a voluntary fiduciary representative for that trust account, paying its bills with your own phony debt money. When you set up your first checking account, you accepted this relationship with the trust the government had set up in your name. You have not had control of this trust because you never claimed it and your parents could not control it for you because they were wards of the State like you and had never claimed it.

One way to see this in action is to notice how the "System" maintains the illusion by artifice and deception. Look at your checkbook. How did they present your name? ALL CAPS. Odd, isn't it? That's similar to your name but you most likely don't spell it with all capital letters.

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What I did a few years back when I needed more check blanks was to ask the people at the bank to CHANGE my name to normal capitalization of the first letters of my name. She COULDN'T do it because her computer would not permit that. The bank personnel will be unaware of why that is. I just shrugged my shoulders, grinned and told her that that was OK, go ahead and do it the way it was. Do they insist on ALL CAPS because they would like to be very clear and allow no mistakes? The clue to that answer is in the line on which you sign your name. It's not a line. It's nearly microscopic words, fine print, some of the finest fine print you might ever encounter. It generally says something like "ONLY AUTHORIZED REPRESENTATIVE".

If you are familiar with the corporate world, you know that only AUTHORIZED personnel are permitted to sign corporate checks. The AUTHORIZED REPRESENTATIVE of the corporation alone has this role. So you the human being has been given authority to sign the checks of your trust, which is an incorporated entity, *a fiction*.

For over 125 years, corporations have had many of the attributes of human citizens. Making a fictitious entity that has real attributes of a living person in the law, they can deceive you the real human whose name the bank corporations have appropriated from your birth certificate. The birth certificate represents an Official Certificate of Manufacturer that in the hands of the government can be pledged on a debt, the national debt. The IRS is the collection agency for this pledge. Its roots are not in the United States Code but in the necessity of the Federal Reserve and its parent corporation, the IMF, to collect on the debt instrument they hold. This ALL CAPS name is how the US corporation, State corporation, County corporation, or School District corporation can communicate with you through this *Corporate YOU*. Interesting, isn't it. It gets better.

When you place a commercial lien against the Corporate YOU for what *it owes you* for paying its bills or simply because it is yours and you have the birth certificate, driver's license, etc. to prove it, then and only then do you take back the power that they had usurped from you at birth. The Constitution says that they cannot levy a tax directly on the citizens of a State. So they don't. They levy a tax on a corporation which they control and send the bill to wherever you reside knowing that you will never figure it out. And you will pay and pay obediently.

Similar to *The Matrix*, you are trapped in a system that extracts your energy through a fiction and fools the real you into identifying with that fiction. As long as you identify with that fiction they can continue to control the real you in many ways because you are chattel for their purposes. Your children can be taken away, sent off to fight in wars, forced to bow to the demands of the System. That's why debt elimination is the path to real freedom. Are you starting to get the picture? You can legally and lawfully eliminate credit card debt.

It's all commerce. That's why witnesses in court testify in the "dock." They are vessels. That's why the flag displayed in the courtroom has all that gold braid and fringe. It's an *admiralty court* that administers the law of commerce. No, the government might not wish to release you from your debt slavery but when you have taken the necessary legal

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steps to discriminate between you, the real person, and the fictitious person, they cannot by law expect you to pay the bills assessed to the fiction because you have declared that IT owes you and before ANYONE gets paid, *you* get paid. It's a commercial lien on a debtor entity. You are following THEIR rules to obtain YOUR freedom and independence. You are learning how to be really free and to eliminate credit card debt is just a part of that freedom.

It's not YOUR poor spending habits. It's not even YOUR national debt to be repaid. The malfeasance and misfeasance of the government is the cause. Since they took all of the REAL money away, and took your energy through fraud, they left no means to ACTUALLY pay your bills. When you agreed to the use of any or all credit cards, YOU, the living human being, **created the "money" to pay the bills**. The Federal Reserve Bank (a private institution with NO reserves) deposited that fake "money" in THEIR account and has demanded that you pay interest on it until you have obtained sufficient debt instruments ("money") to exchange for the discharge of the debt. That credit card is not yours, either, you know. Look at the name. Take out your credit cards and look at the names...ALL CAPS. The debt is owed by the fiction even though you have had use of the merchandise or services. The fault lies in a government that has coerced, cajoled, or was complicit in extorting energy from you and intentionally or unintentionally fumbling away your heritage and the future of your family. When you finally TAKE RESPONSIBILITY for yourself instead of remaining a ward of the state, you mark your maturity as a real human being who is the creator of government, not its chattel. Eliminate credit card debt as a spiritual fulfillment of a pilgrimage of Identity, announcing your true heritage as a Child of the Creator, not a ward of the State. This is actually about more than money.

Secret Weapon Against Lawsuits, the IRS and More!

Banks rarely go to the trouble and expense of attempting to sue someone who has stopped paying on their credit cards, and that's under *normal* circumstances! When they know *you* have **evidence** that ***they've violated Federal law*** it's very unlikely that they will file suit. They certainly don't wish to sign their names to any affidavit of validation. They must obey the regulations that prevent predatory lending in consumer protection laws.

The non-adversarial, administrative approach shows you how to use 3 different ways to use the UCC administrative processes to eliminate credit card debt for those who are not in default or in danger of default. All the ways to eliminate credit card debt are non-adversarial and cost the same no matter the number of credit cards, the amount owed, or the number of times you wish to eliminate credit card debt. You can learn how to use a commercial filing of a lien against a constructive trust account at the US Treasury which with proper forms and procedures gives you status as First Creditor. Transferring assets within the national bankruptcy you can discharge your debt as you reduce the national debt. Eliminate credit card debt as a patriotic duty. You might be able to continue to use the

credit card....and keep on discharging it! The third way to eliminate credit card debt utilizes the law of contract to change the contract the same way the credit card "lender" often changes it without you knowing it.

Understanding How Money, Finances and Banking Works

If you're an honest, ethical person who believes that the party who funds a loan should be repaid, then we can help you. When you discover the truth, you will be happy to be repaid for funding your own loan and wonder why the bankers thought they should be paid.

It's only fair to receive equal protection under the law, equal protection under the bank loan agreement, and for the whole truth about the bank loan agreement to be revealed. The whole truth is NOT revealed to the borrower. The bank or other lending institution does NOT disclose to you that your promissory note is actually an asset to the bank—which they deposit as *THEIR* asset.

The bank does not let you know that a promissory note is actually a "negotiable instrument" under the Uniform Commercial Code, and that it will be deposited to fund your loan. Nor did they tell you that the bank has a liability to you of approximately the amount of the loan. (The **bank owes you** by *their own bookkeeping entries!*)



The bank does NOT tell you that **you actually provided the real cash value for your own loan!** Thus, the bank only *appears* to be lending you anything.

"The Federal Reserve Banks create money out of thin air to buy Government bonds... The Federal Reserve Bank is a total money making machine." Representative Wright Patman, former Chairman of a House Banking Committee

That's right: banks and lending institutions only **appear** to lend money. Let's take a quick look at how money is created at the "government" level, then we'll see **how this applies to you** and your alleged debt.

But is it money? Where did the Federal Reserve get the money to exchange for the government bonds? It made a bookkeeping entry. That's it! Money is created by the banks out of thin air! Our government gave them that power when it created the Federal Reserve

System. **The Federal Reserve creates money out of nothing; this is usury, the payment of interest on pretended loans; the true cause of the hidden tax called inflation; the way in which the Fed creates boom-bust cycles.** This technique was developed by political and monetary wizards to create money out of nothing for the purpose of lending. This is not an entirely accurate description because it implies that money is created first and then waits for someone to borrow it.

On the other hand, textbooks on banking often state that money is created out of debt. This also is misleading because it implies that debt exists first and then is converted into money. **In truth, money is not created until the instant it is borrowed. It is the act of borrowing which causes it to spring into existence.** And, incidentally, it is the act of paying off the debt that causes it to vanish. There is no short phrase that perfectly describes that process. So, until one is invented along the way, we shall continue using the phrase "create money out of nothing" and occasionally add "for the purpose of lending" where necessary to further clarify the meaning.

So, let us now...see just how far this money/debt-creation process has been carried—and how it works.

The first fact that needs to be considered is that our money today has no gold or silver behind it whatsoever. The fraction is not 54% or 15%. It is 0%. It has traveled the path of all previous fractional money in history and already has degenerated into pure fiat money. The fact that most of it is in the form of checkbook balances rather than paper currency is a mere technicality; and the fact that bankers speak about "reserve ratios" is eyewash. The so-called reserves to which they refer are, in fact, Treasury bonds and other certificates of debt.

- Former Congressman Louis McFadden, chairman of the House Committee on Banking and Currency remarked about the Federal Reserve Bank: "A super-state controlled by international bankers and international industrialists acting together to enslave the world for their own pleasure."

Debt elimination through knowledge of the statutes is an essential part of real freedom.

Most Americans have no real understanding of the operation of the international money lenders. The accounts of the Federal Reserve System have never been audited. It operates outside the control of Congress and manipulates the credit of the United States—*Sen. Barry Goldwater (R- AZ)*

When you or I write a check there must be sufficient funds in our account to cover the check, but when the Federal Reserve writes a check there is no bank deposit on which that check is drawn. When the Federal Reserve writes a check, it is creating money. —*Putting It Simply*, Boston Federal Reserve Bank

Our Money is "Pure Fiat" Through and Through—Money by Decree

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The second fact that needs to be clearly understood is that, in spite of the technical jargon and seemingly complicated procedures, the actual mechanism by which the Federal Reserve creates money is quite simple. They do it exactly the same way the goldsmiths of old did except, of course, the goldsmiths were limited by the need to hold some precious metals in reserve, whereas the Fed has no such restriction.

The Federal Reserve is candid. The Federal Reserve itself is amazingly frank about this process. A booklet published by the Federal Reserve Bank of New York tells us:

Currency cannot be redeemed, or exchanged, for Treasury gold or any other asset used as backing. The question of just what assets “back” Federal Reserve notes has little but bookkeeping significance.

Elsewhere in the same publication we are told: *"Banks are creating money based on a borrower's promise to pay (the IOU)...Banks create money by 'monetizing' the private debts of businesses and individuals."*

In a booklet entitled *Modern Money Mechanics*, now withdrawn, the Federal Reserve Bank of Chicago says:

In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper. Deposits are merely book entries. Coins do have some intrinsic value as metal, but generally far less than their face amount.

What, then, makes these instruments—checks, paper money, and coins—acceptable at face value in payment of all debts and for other monetary uses? Mainly, it is the confidence people have that they will be able to exchange such money for other financial assets and real goods and services whenever they choose to do so. This partly is a matter of law; currency has been designated "legal tender" by the government—that is, it must be accepted.

In the fine print of a footnote in a bulletin of the Federal Reserve Bank of St. Louis, we find this surprisingly candid explanation:

Modern monetary systems have a fiat base—literally money by decree—with depository institutions, acting as fiduciaries, creating obligations against themselves with the fiat base acting in part as reserves. The decree appears on the currency notes: "This note is legal tender for all debts, public and private."

While no individual could refuse to accept such money for debt repayment, exchange contracts could easily be composed to thwart its use in everyday commerce. However, a forceful explanation as to why money is accepted is that the federal government requires it as payment for tax liabilities. Anticipation of the need to clear this debt creates a demand for the pure fiat dollars

Now we don't expect you to believe that without some proof. I mean, it's just *insane*, right? Here is an excerpt of chapter 1 of ***Creature from Jekyll Island: A Second Look at the Federal Reserve*** by G. Edward Griffin. Mr. Griffin is a well-respected authority on the creation of the Federal Reserve Banking System

The Creature from Jekyll Island: A Lecture on the Federal Reserve

G. Edward Griffin exposes the most blatant scam of all history. It's all here: the cause of wars, boom-bust cycles, inflation, depression, prosperity. It's just exactly what every American needs to know about the power of the central bank.

It is not unnatural to think of the deposits of a bank as being created by the public through the deposit of cash representing either savings or amounts which are not for the time being required to meet expenditure. But the bulk of deposits arise out of the action of the banks themselves, for by granting loans, allowing money to be drawn on an overdraft or purchasing securities, a bank creates a credit in its books, which is the equivalent of a deposit. –Lord MacMillan in *"The Report of the MacMillan Committee on Finance and Industry"*, 1931

Until the control and issue of money and credit is restored to the government and recognised as its most conspicuous and sacred responsibility, all talk of the sovereignty of Parliament and Democracy is idle and futile. –Mackenzie King, *Prime Minister of Canada in 1935*

Money Is Debt and It Is Created Out Of Thin Air



It is difficult for Americans to come to grips with the fact that their total money supply is backed by nothing but debt, and it is even more mind boggling to visualize that, if everyone paid back all that was borrowed, there would be no money left in existence.

That's right, there would not be one penny in circulation—all coins and all paper currency would be returned to bank vaults—and there would be not one dollar in any one's checking account. In short, all money would disappear.

Marriner Eccles was the Governor of the Federal Reserve System in 1941. On September 30 of that year, Eccles was asked to give testimony before the House Committee on Banking and Currency. The purpose of the hearing was to

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obtain information regarding the role of the Federal Reserve in creating conditions that led to the depression of the 1930s.

Congressman Wright Patman, who was Chairman of that committee, asked how the Fed got the money to purchase two billion dollars worth of government bonds in 1933. This is the exchange that followed.

ECCLES: We created it.

PATMAN: Out of what?

ECCLES: Out of the right to issue credit money.

PATMAN: And there is nothing behind it, is there, except our government's credit?

ECCLES: That is what our money system is. If there were no debts in our money system, there wouldn't be any money.

It must be realized that, while money may represent an asset to selected individuals, when it is considered as an aggregate of the total money supply, it is not an asset at all. A man who borrows \$1,000 may think that he has increased his financial position by that amount but he has not. His \$1,000 cash asset is offset by his \$1,000 loan liability, and his net position is zero. Bank accounts are exactly the same on a larger scale. Add up all the bank accounts in the nation, and it would be easy to assume that all that money represents a gigantic pool of assets which support the economy. Yet, every bit of this money is owed by someone. Some will owe nothing. Others will owe many times what they possess. All added together, the national balance is zero. What we think is money is but a grand illusion. The reality is debt.

Robert Hemphill was the Credit Manager of the Federal Reserve Bank in Atlanta. In the foreword to a book by Irving Fisher, entitled *100% Money*, Hemphill said this:

If all the bank loans were paid, no one could have a bank deposit, and there would not be a dollar of coin or currency in circulation. This is a staggering thought. We are completely dependent on the commercial banks. Someone has to borrow every dollar we have in circulation, cash, or credit. If the banks create ample synthetic money we are prosperous; if not, we starve. We are absolutely without a permanent money system. When one gets a complete grasp of the picture, the tragic absurdity of our hopeless situation is almost incredible—but there it is.

With the knowledge that money in America is based on debt, it should not come as a surprise to learn that the Federal Reserve System is not the least interested in seeing a reduction in debt in this country, regardless of public utterances to the contrary.

Here is the bottom line from the System's own publications. The Federal Reserve Bank of Philadelphia says:

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"A large and growing number of analysts, on the other hand, now regard the national debt as something useful, if not an actual blessing....[They believe] the national debt need not be reduced at all."

The Federal Reserve Bank of Chicago in *MODERN MONEY MECHANICS* adds:

"Debt—public and private—is here to stay. It plays an essential role in economic processes.... What is required is not the abolition of debt, but its prudent use and intelligent management."

Banking was conceived in iniquity and born in sin. Bankers own the earth; take it away from them but leave them with the power to create credit, and, with a flick of the pen, they will create enough money to buy it all back again. Take this power away from them and all great fortunes like mine will disappear, and they ought to disappear, for then this world would be a happier and better world to live in. But if you want to be slaves of bankers and pay the cost of your own slavery, then let the bankers control money and control credit. --
Lord Stamp, a Director of the Bank of England, in a speech in 1940

How Bank Loans Work

There is a kind of fascinating appeal to this theory. It gives those who expound it an aura of intellectualism, the appearance of being able to grasp a complex economic principle that is beyond the comprehension of mere mortals. And, for the less academically minded, it offers the comfort of at least sounding moderate. After all, what's wrong with a little debt, prudently used and intelligently managed? The answer is nothing, provided the debt is based on an honest transaction. There is plenty wrong with it if it is "based upon fraud."

An honest transaction is one in which a borrower pays an agreed upon sum in return for the temporary use of a lender's asset. That asset could be anything of tangible value. If it were an automobile, for example, then the borrower would pay "rent." If it is money, then the rent is called "interest." Either way, the concept is the same.

When we go to a lender—either a bank or a private party—and receive a loan of money, we are willing to pay interest on the loan in recognition of the fact that the money we are borrowing is an asset which we want to use. It seems only fair to pay a rental fee for that asset to the person who owns it. It is not easy to acquire an automobile, and it is not easy to acquire money—real money, that is. If the money we are borrowing was earned by someone's labor and talent, they are fully entitled to receive interest on it. But what are we to think of money that is created by the mere stroke of a pen or the click of a computer key? Why should anyone collect a rental fee on that?

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When banks place credits into your checking account, they are merely pretending to lend you money. In reality, they have nothing to lend. Even the money that non-indebted depositors have placed with them was originally created out of nothing in response to someone else's loan. So what entitles the banks to collect rent on nothing? It is immaterial that men everywhere are forced by law to accept these nothing certificates in exchange for real goods and services. We are talking here, not about what is legal, but what is moral. As Thomas Jefferson observed at the time of his protracted battle against central banking in the United States, *"No one has a natural right to the trade of money lender, but he who has money to lend."*

Let us, therefore, look at debt and interest in this light. Thomas Edison summed up the IMMORALITY of the system when he said:

People who will not turn a shovel of dirt on the project [Muscle Shoals] nor contribute a pound of materials will collect more money...than will the people who will supply all the materials and do all the work.

Is that an exaggeration? Let us consider the purchase of a \$100,000 home in which \$30,000 represents the cost of the land, architect's fee, sales commissions, building permits, and that sort of thing and \$70,000 is the cost of labor and building materials. If the home buyer puts up \$30,000 as a down payment, then \$70,000 must be borrowed. If the loan is issued at 11% over a 30-year period, the amount of interest paid will be \$167,806. That means the amount paid to those who loan the money is about 2 1/2 times greater than paid to those who provide all the labor and all the materials. It is true that this figure represents the time-value of that money over thirty years and easily could be justified on the basis that a lender deserves to be compensated for surrendering the use of his capital for half a lifetime. But that assumes the lender actually had something to surrender, that he had earned the capital, saved it, and then loaned it for construction of someone else's house. What are we to think, however, about a lender who did nothing to earn the money, had not saved it, and, in fact, simply created it out of thin air?

So how does the bank loan actually work?

1. **You want a loan for your home.**
2. **The bank advertises that they loan money.**
3. **You "apply" for a "loan."**
4. **They put you through the ringer and make you glad and relieved that you were able to be approved for a loan. (You know, like *they* are doing *you* a really big favor.)**
5. **They have you sign a promissory note.**

And here's the part you're never supposed to know

1. **Since your promissory note can be sold for money, it's an asset.**

2. **The bank deposits the asset into an account for approximately the amount of the note.**
3. **The bank cuts you a check from the deposit you never knew about (or transfers the money to those who should be receiving it).**
4. **And you think you owe money back on a loan, when in fact all that was made was an exchange.**

If the promissory note is an asset, what funded the bank's ownership of the note?" Answer: They still don't really own it. They made an exchange: Your promissory note (asset to the bank) was exchanged for approximately the amount of the loan. You gave the bank an asset worth \$100,000 and the bank returned \$100,000 to you. Where was the loan? There wasn't one. But you really do have to admit, it's brilliant.

As an honest, ethical person who believes that all loans should be repaid, do you agree that the bank should repay your loan to them? After all, they deposited your promissory note. Your promissory note is an asset that they exchanged for a check. Where's the loan?

Factually, there isn't one. And since all lenders should be repaid, shouldn't the bank repay your loan to them? If so, you wouldn't have the "debt" and would live better.

Quickly, when you deposit money in your checking account, does the bank now owe you that money when you want it? Yes. The bank has a new asset, the \$100 you deposited into your checking account. The bank also has a new matching liability that says the bank owes you \$100. Assets = Liabilities.

The bookkeeping entries are nearly identical for a deposit into your checking account and for a new loan. By lending, the banks now have more assets and liabilities. If you were to lend me \$500, your "pool of money" would be smaller. When a bank "loans" money, their "pool of money" increases.

Banks Do Not Issue Loans or Credit

Have you ever heard someone talk about how they use their credit card and just had to shake your head? Though the Internet is filled with good advice on how to use credit cards and rewards wisely, some people are just not getting the message. Of course, what's really going on is they're getting a different message; they're listening to what credit card companies want them to do. And because credit card companies are out to make a profit—a profit off your hard-earned money—that is generally a very bad idea. If you want to make your credit card company happy, follow the steps below. It's a sure way to detonate your credit score and bury yourself in debt.

After careful examination, it becomes evident that debt does not fuel economy, it suffocates it. It does not nurture growth, it stunts and poisons it. Extreme debt is not a fundamental

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organ in a body of commerce; it is an aberration, a spreading cancer which disrupts the circulation of healthy trade. Debt is, in large part, unnecessary.

Of course, debt can be very useful if you are the controller or determining overseer of a system, especially if you wish to centralize and maintain power over that system. The tactical wielding of debt has been used by elites for centuries as a means to imprison the masses, or to create an atmosphere of endless dependency. Let's take a look at what debt really is, and how it is being used against the average American today.

Banks lend none of their own, nor their depositor's, monies. They risk nothing. Instead, they devalue the dollar by using the accounting technique of creating new money, which adds to (i.e., waters down, devalues) the current money supply/notes in circulation.



The process used by banks when they issue a loan is: 1) debit Notes Receivable (asset account) and 2) credit Deposits (liability account). Did you notice they did not credit cash? Interesting, don't you think? This information is found in the Federal Reserve Bank of Chicago's publication, "Modern Money Mechanics." This process applies to all bank loans, whether it is personal credit card, commercial line of credit, home mortgage, home equity line of credit—basically, anytime a bank lends any form of credit, in any capacity!

This is different from you asking for a loan from a friend or family member, who may have saved and scrimped their whole life to accumulate the money. The money you borrow from them was not "created" by an accounting entry. The same applies to a Land Sale Contract, which is done outside, and without the use of, banks or mortgage lenders.

The Laws Can Protect You

If your experience with a debt collector has been a positive one, good for you—you are one of the lucky ones.

For the majority, their experiences have led them here seeking hope and a way out of the harassment. Yes, if you owe a debt, they have the right to collect that debt but at what cost? That is a big if! If the debt is charged off by the original creditor and shows up "charged off" on your credit report you do not owe the debt collector one penny. Many consumers have suffered health and emotional problems after dealing with the likes of some debt collectors who find pure pleasure in the chase and consumer intimidation of collecting a debt.

Most of These Debt Collectors are Third Party Debt Collectors

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Most of these debt collectors are not internal debt collectors at banks or loan companies but third party debt collectors working for collection agencies. It's their job to get results and it's a tough job. A collector at a bank or loan company works for salary and does not live on commission. Their job descriptions are broad and involve customer service. A debt collector at a collection agency is hired for that specific job. Their pay is based on quota and they make commission for what they collect. If you don't hit your commissions then you are not affective.

There is a lot of fraud and numerous debts that people simply do not pay when they could. The debt collector deals with these types of "credit criminals" daily and develops tough skin. You must know the difference! You can spot a real dead beat from the second you have contact with them. They have absolutely no intent to pay their debts and bounce checks all over town. Nonetheless, the law is the law and last time I checked, we no longer have debtors' prison (well, except if you do not pay your federal taxes.)

Bad debts are sent to collections and land on your credit report without you ever even being billed. For those circumstances and people who have been or are being severely pursued or harassed, there is hope. First off, let's face the fact that the debt collector is prepared when he calls you. Are you? Probably not. Once you learn the basics of dealing with debt collectors you will make your life much easier. Now for those of you who repeatedly don't pay your bills and constantly incur new ones, Get Help! You are making your own problems, and we really can't help you. We don't recommend that anyone take advantage of the system and many do. The advice here on these pages is for people who are abused everyday by debt collectors, collection agency staff and the like.

Just Because a Debt Collector Says You Owe a Debt Means Nothing!

Understanding that first and foremost is important. So many people are fearful of the conflict of a debt collector that they simply pay to get rid of them without even verifying if the debt is valid. Under that great little law, The Fair Debt Collections Practices ACT are all the rules for debt collectors to follow. One of your many rights is that you have the right to dispute the validity of a debt. This can mean anything from interest being charged, fees and penalties and original balance. If a debt has been sold and resold how are you to be sure that you owe anything? You ask. Simple as that. The first time you get a notice from a debt collector or a phone call, advise them that you want the debt validated. You have an absolute right to do so. If you have ever looked, you will even see on the actual notice from the collection agency, the following mini Miranda:

"This is an attempt to collect a debt. Any information will be used for that purpose. If you dispute the validity of this debt you have 30 days to notify us of such"

If you do not answer, the debt collector can assume the debt to be valid. You MUST answer!

This little quote is telling you that you have an absolute right to question the debt. In doing so you should ask the collection agency to send you copies of the contract, original documents from the original creditor, last payments posted and all fees and penalties added on. Guess what? If they can't then they have failed to verify the debt's accuracy (that means that the debt cannot be validated), you may not owe the debt or have to deal with it being reported to your credit. If they bought a valid debt they should have valid documentation from the source who sold it. Period.

Additional Rights You Have are the Rights to Refuse Their Correspondence

It is illegal for them to call you at work, or at home or have your mailbox flooded with dunning notices. If a debt collector is bothering you simply send them a certified letter called a cease and desist letter. In the letter tell them you do not wish to be contacted any further by mail or phone. They must abide by your request. If they do not, you can hold them liable under the Fair Debt Collection Practices Act. Any third party debt collector or collection attorney is under the guise of the Fair Debt Collection Practices Act. Only an employee of the original creditor whose occupation within that company is to collect debts is exempt.



Once you put them on such notice then they can only contact you one last time to tell you that they are planning to sue you. If this happens you have to use common sense and weigh the facts before panicking. Is the debt large enough to consider suit? Well, if it is under \$500.00, probably not. Collectors love to threaten to get payment but that too is a violation. They cannot threaten to sue a person if they had no intention of following through. If the debt is large enough to sue you then make sure you look at the statute of limitations for the debt.

If the Statute of Limitations has expired then legally you are not obligated to pay that debt. If they did sue you, all you would have to do is show up and tell the presiding Judge that the Statute of Limitations is expired. Another factor to consider is where the creditor is located and if they have offices near you. Do you think a debt collector is going to fly to your state to sue you? Probably not. They may have offices near you and that needs to be considered or they may sell the debt to a collection agency near you. Again, all this is neither here nor there if they do nothing.

You Have the Right to Negotiate the Debt

A debt collector wants to be paid. They are paid and rated by how they collect. If they are having a very slow month and you offer to settle an otherwise uncollectible debt, you may get your way. You have to consider timing. Debt collectors are more inclined to agree to settle towards the end of the month.

If you get an agreement from a debt collector—GET it in WRITING! I cannot stress this enough. Never ever take their word for it, Get all the facts on paper before you agree to anything. If a debt collector tells you they will rate the debt as settled rather than paid charge off and they will accept 50% as full satisfaction then why would they have a problem putting that in writing? Because they have no intention of following through! Once you pay a debt collector there is no negotiation to do. You have given them exactly what they wanted. Are they licensed and bonded if required by their state? You'd be surprised.

Remember This: Consumer Protection Laws Protect "You The Consumer"

- You cannot be harassed
- They cannot tell third parties about the debt.
- They cannot call you after 9PM or before 8AM
- They cannot threaten you or use scare tactics
- They cannot legally sue you for an expired debt
- They cannot contact you once you put them on notice not to
- They must be able to verify and validate of the debt

Fair Debt Collection Practices Act

People fail to meet their credit obligations for a variety of reasons. These range from over-extension of finances to unemployment and illness. Whatever the reason, every person is protected by the federal Fair Debt Collections and Practices ACT. Congress passed this act to protect consumers from harassment by debt collectors. Personal, family, and household debts are covered under the act. This includes money owed for the purchase of an automobile, for medical care, or for credit card and charge accounts.

Limitations on Contacting the Consumer

A debt collector may only contact a person between the hours of 8 a.m. and 9 p.m. Debt collectors may not contact the consumer at his job if the debt collector is aware that the employer prohibits personal calls. A person may notify a debt collector in writing if he or she does not want any further contact with the collector. Once this notice has been received, the debt collector must stop all communications, except to notify the person that a specific action will be taken.

Can Debt Collectors Tell Someone Else About Your Debt?

No! A debt collector can discuss your debt only with your attorney, a credit bureau, the creditor, and the creditor's lawyer. However, the debt collector can contact other people to find out where the debtor lives or works.

What Debt Collection Practices are Forbidden?

Debt collectors may not harass, intimidate, threaten, or embarrass you. Debt collectors may not make false or misleading statements, such as falsely associating themselves with a government office or credit bureau. They may not use misleading or false threats of imprisonment or criminal charges.

What to do if a Debt Collector Violates the Act?

Keep detailed records of any communication you have with the debt collector. Include time, date, and the name of the person with whom you spoke. Keep a copy of all written correspondence between you and the debt collector. Also, if a debt collection agency order your credit reports before they have validated the debt then they may have violated the Fair Credit Reporting Act and the Fair Debt Collection Practices Act

Debt Collection Practices: Sec. 1692(d). -Harassment or Abuse

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

(2) The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.

(3) The publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of section 1681a(f) or 1681b(3) [1] of this title.

(4) The advertisement for sale of any debt to coerce payment of the debt.

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.

(6) Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller's identity.

Remember:

If you do not answer debt collections letters, the debt collector and the courts can and will assume the debt to be valid. If the debt collector gets a judgment against you; **YOU LOSE!** Your wages will be garnished and you may have a lien placed on your property. You **MUST** protect your rights before the debt collector gets an arbitration award and the case goes to court!

We have developed very powerful letters to answer those letters from debt collectors that will protect your rights in a court of law. Check out our services on how we can help you.



Your Right To Validation of Debts

Everything you need to know about Validation Of Debts-Estoppel—Understand debt validation including rights under the Fair Debt Collection Practices Act

If you have been contacted by a debt collector then you should know that you have a right to dispute the validity of the debt. The burden of proof is on the debt collector not you. Before you even consider paying the debt, read the statute below. It protects your rights. Also, know that you have a right to request that the bill collector provide adequate proof of the (alleged) debt.

So many people will pay a collection account, risk renewing the statute of limitations only to find after it is too late that they had an absolute defense to the alleged debt. You'd be surprised how often a collection agency cannot validate a debt and therefore cannot legally enforce collections.

Fair Debt Collection Practices Act Sec. 1692g. -Validation of Debts

(a) Notice of debt

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

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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.

(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.

So what does all this mean?

It means that you have a right to dispute the debt, but not doing so also gives the collector the right to assume the debt is valid. Here are four questions posed to legal counsel at the Federal Trade Commission which are important enough to include here:

1) "Is it permissible under the Fair Debt Collection Practices Act for a debt collector to report charged-off debts to a consumer reporting agency during the term of the 30-day validation period detailed in Section 1692g?"

Yes. As stated in the Commission's Staff Commentary on the Fair Debt Collections Act, a debt collector may accurately report a debt to a consumer reporting agency within the thirty day validation period (p. 50103). We do not regard the action of reporting a debt to a consumer reporting agency as inconsistent with the consumer's dispute or verification rights under § 1692g.

2) "Is it permissible under the Fair Debt Collection Practices Act for a debt collector to report, or continue to report, a consumer's charged-off debt to a consumer reporting agency after the debt collector has received, but not responded to, a consumer's written dispute during the 30-day validation period detailed in § 1692g?"

As you know, Section 1692g(b) requires the debt collector to cease collection of the debt at issue if a written dispute is received within the 30-day validation period until verification is obtained. Because we believe that reporting a charged-off debt to a consumer reporting agency, particularly at this stage of the collection process, constitutes "collection activity" on the part of the collector, our answer to your question is No. Although the Fair Debt Collection Practices Act is unclear on this point, we believe the reality is that debt collectors use the reporting mechanism as a tool to persuade consumers to pay, just like dunning letters and telephone calls. Of course, if a dispute is received after a debt has been reported to a consumer reporting agency, the debt collector is obligated by Section 1692e(8) to inform the consumer reporting agency of the dispute.

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3) "Is it permissible under the Fair Debt Collection Practices Act to cease collection of a debt rather than respond to a written dispute from a consumer received during the 30-day validation period?"

Yes. There is nothing in the Fair Debt Collection Practices Act that requires a debt collector to continue collecting a debt after a written dispute is received. Further, there is nothing in the Fair Debt Collection Practices Act that requires a response to a written dispute if the debt collector chooses to abandon its collection effort with respect to the debt at issue. See *Smith v. Transworld Systems, Inc.*, 953 F.2d 1025, 1032 (6th Cir. 1992).

4) "Would the following action by a debt collector constitute continued collection activity under § 1692g(b): reporting a charged-off consumer debt to a consumer reporting agency as disputed in accordance with § 1692e(8), when the debt collector became aware of the dispute when the consumer sent a written dispute to the debt collector during the 30-day validation period, and no verification of the debt has been provided by the debt collector?"

Yes. As stated in our answer to Question II, we view reporting to a consumer reporting agency as a collection activity prohibited by § 1692g(b) after a written dispute is received and no verification has been provided. Again, however, a debt collector must report a dispute received after a debt has been reported under § 1692e(8).

If you do not dispute the debt, then the collector can continue dunning you and requesting that you pay. It is in your best interest to **dispute the debt in writing after you receive the first notice from the collector**. If you do not, then you may have difficulties later on. The good news is that the debt collector must send you proof of the debt if you dispute it. I highly doubt on most of these old debts that the debt collector could even produce adequate documents to prove the debt. Most provide only a computer print out which is not adequate according to the Federal Trade Commission opinion.

The point here is not whether I owe it, but rather how much do I owe, has the statute of limitations run out, is the credit report reflecting inaccurate information because of the collection agency, and, are the figures correct, for fees, penalties and principal. Just as debt collectors have many ways to attempt collection, you too have many ways to protect your credit and your rights. It's highly likely as well, that at some point the collector may have violated your rights by attempting to collect an invalid debt or violated other areas of the Fair Debt Collection Practices Act.

First Things First

When you receive the very first notice from a collection agency, be sure to send your Validation of Debts before the 30 day period!! Especially because if you can get the Validation of Debts to the agency before they have a chance to report the account to the credit bureaus, then you may **keep it from being reported at all**. This is extremely important because getting it off is much harder and if the collection agency DOES report it after the date of your Validation of Debts (using your certified mail receipt as proof) then

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they have violated portions of the Fair Debt Collection Practices Act and can be sued for each violation! That is powerful for debtors and should not be overlooked. If the agency refuses to acknowledge your Validation of Debts then a follow up Estoppel letter can be used.

What if you did not dispute within the first 30 days of receiving the notice?

This is a tricky area and the Act should actually be amended to be clearer on this issue. While the Fair Debt Collection Practices Act states that the consumer should dispute the debt within the first 30 days of receiving the notice it does not state that you cannot dispute it later. It may be that you discovered the debt 45 days later or the original notice sent by the collector did not reach you or that you received it but did not know what to do until you starting looking into your options. Either way there is **NO provision in the Act that says you are barred from disputing later**, it may just take more persistence, more money and a counter suit if the debt collector goes to court for a judgment.

If the collection agency completely refuses to validate your debt because they claim it has surpassed the 30 day period then their only other option is to sue you, wherein you can defend yourself at that time by appearing and explaining to the court that you were never allowed to receive proof of what they claimed you owed- and, you were not going to pay anything until you had proof that their balance was valid.. Additionally the collector will not be able to prove when you were first notified of the debt simply by sending a notice regular mail. Again, you may have never even received it.

History shows us that collectors HATE Validation of Debts requests. It is time consuming and stalls their collection efforts. You may never even receive the proof even after many requests. Many consumers never hear from the collector again after they ask for Validation Of Debts. If the balance is large enough and worth the collector's time, you may receive some sort of proof. If you are happy with the proof then you can move forward, dealing with the debt and a resolution.

809. Validation of debts [15 USC 1692g](c) This section of the Fair Debt Collection Practices Act states: **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.

What this tells you is that if the collector were to sue you, there is still NO admission made by you that the debt is valid and the court would definitely make the collector prove the debt at that time. Remember a printout is NOT adequate proof. Additionally take note of your credit reports. Be sure the collector has ceased reporting it while in dispute.

A Simple but Effective Way to Stop the Collector

So you're wondering how does all this apply to me in the real world. How do I actually fight back and what steps do I take? This letter from the FTC gives you all the ammunition you

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need. A debt collector (someone other than the original creditor—lawyers too!) must be able to prove the debt if requested.

The FTC's Opinion Letter

UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580
Division of Credit Practices
Bureau of Consumer Protection

Jeffrey S. Wollman
Vice President and Controller
Retrieval Masters Creditors Bureau, Inc.
1261 Broadway
New York, New York 10001

Dear Mr. Wollman:

This is in response to your letter of February 9, 1993 to David Medine regarding the type of verification required by Section 809(b) of the Fair Debt Collection Practices Act. You ask whether a collection agency for a medical provider will fulfill the requirements of that Section if it produces "an itemized statement of services rendered to a patient on its own computer from information provided by the medical institution . . ." in response to a request for verification of the debt. You also ask who is responsible for mailing the verification to the consumer.

The statute requires that the debt collector obtain verification of the debt and mail it to the consumer. Because one of the principal purposes of this Section is to help consumers who have been misidentified by the debt collector or **who dispute the amount of the debt**, it is important that the verification of the identity of the consumer **and the amount of the debt be obtained directly from the creditor. Mere itemization of what the debt collector already has does not accomplish this purpose.**

As stated above, the statute **requires the debt collector, not the creditor, to mail the verification to the consumer.**

Your interest in writing is appreciated. Please be aware that since this is only the opinion of Commission staff, the Commission itself is not bound by it.

Sincerely,

John F. LeFevre
Attorney
Division of Credit Practices

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This letter says it all—a printout is NOT sufficient evidence of a debt and the burden of proof is on the collector. Validating debts can be confusing because one never knows whether to seek out attention from the collector or to continue to hide. It all depends on your own situation. If you are already being hounded or hunted then you should do your best to make sure all of your rights are protected and followed by the debt collector and, check your credit report to be sure the agency is not abusing their right to check your credit (by hitting it many times with inquiries especially on an expired debt). Under federal law—the Gramm-Leach-Bliley Act—it's illegal for anyone to: use false, fictitious or fraudulent statements or documents to get customer information from a financial institution or directly from a customer of a financial institution.

State vs. Federal—Who Rules? Sec. 1692n.

Relation to State Laws

This subchapter does not annul, alter, or affect, or exempt any person subject to the provisions of this subchapter from complying with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of this subchapter, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with this subchapter if the protection such law affords any consumer is greater than the protection provided by this subchapter.



Finally, remember that we cannot possibly cover every scenario here and each person has their own unique situation wherein the debt may or may not be valid and some have large balances and others too small for creditors to worry about so do your research, know and live the Fair Credit Reporting Act and the Fair Debt Collection Practices Act and...always...remember to consider your own state rules.

Finally, here is a very long article about Validation, it is extensive and offers very valuable information about what exactly is considered "valid proof." It will open in a new window. Please read it as it is a great piece of information to help you in the validation process.

Since the very recently signed Military Commissions Act of 2006, the government can now arrest you, in your home and without a warrant, and incarcerate you without honoring your request for a lawyer. You can disappear for as long as they wish to hold you and you have no recourse. Parts of this law were ruled unconstitutional, but the threat to your freedom remains high. Aaron Russo said that due to this, his plan of theatre release of his film "America: Freedom to Fascism" will take too much time to get this film to the public so he has placed it on the internet for free. The authorized version of Aaron Russo's " America: Freedom to Fascism" is now on Google Video.

Questions and Answers:

How do I deal with Debt Collectors?

Bankers want to make more money—legally or illegally—morally or immorally--ethically or unethically—they simply don't care who's life they ruin—even if it's yours--just as long as they make more money.

And more money...

The unquenchable greed of bankers has created an ever increasing amount of past due debt. A windfall for collection agencies.

"Since 1995, bank credit card issuers have sold off \$390 billion in past due debt. The annual sales have grown from \$4.4 billion in 1995 to \$66.4 billion in 2005."

This increase in delinquent debt has caused an increase in debt collection agencies and attorneys. More and more parasites wanting to make more and more money—off the same people.

They have created a monster.

Each collection agency knows that most people have more than one credit card account - the average is four. They presume—correctly or incorrectly—that any person delinquent on one account is probably delinquent on their other accounts.

Which means that two or more collection agencies are trying to collect payments from the same person—at the same time.

Since collection agencies buy the debt--and don't earn income until the debt is collected—this fosters a mind set of COLLECT THE MONEY ANY WAY YOU CAN.

This leads to abuses. Harassing phone calls. Fraud. Lying. Cheating. Stealing. Intimidation. Threats. Dunning letters. Lawsuits. Wage garnishments. Property seizures. And sometimes arrest.

Where's Government When You Need It?

According to a Boston Globe article:

"Yet, in spite of all this, there is an eerie silence among regulators, policy makers, and legislators. Those who could intervene to right the balance between collectors and

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consumers are either unaware of the debt collection free-for-all, and the tens of millions of consumers caught up in it. Or, they are simply unwilling to act.

In Massachusetts, for example, almost 800 complaints about debt collectors flow each year into the office of Attorney General Thomas F. Reilly, whose state website declares that he is "on the front line working for consumers." Yet since Reilly took office in 1999, he has initiated legal action against just one collection agency, a Danvers company that paid a \$100,000 fine two years ago.

When Reilly's office announced that settlement with Schreiber & Associates, it called it just the start. "This investigation is part of a larger initiative aimed at protecting consumers from unfair debt collecting practices."

No legal actions have been announced since then, though a spokesman for Reilly said last night that five investigations of debt collectors are underway. A point to remember: Attorneys General are attorneys. Their colleagues, hundreds of thousands of them, make their living collecting debt. These Attorneys General aren't about to rock the boat and deprive fellow bar members of their livelihood.

Restrictive Offers and Protection

Debt Collectors are the bottom feeders of the legal system. They make money by intimidating consumers to pay old debts or charged-off debts. They act as a third party to the original lender thus, putting them responsible for certain action under the Fair Debt Collection Practices Act. A collector does not want a smart debtor. You make their job tougher when you know the rules. According to and under the provisions of public laws 95-109 and 99-361, also known as the FAIR DEBT COLLECTION PRACTICES ACT, you have rights. Read those rights in full, it will tell you what they can and cannot do. Before you make promises to a debt collector review your options.

Is the debt legally expired and are you risking renewing it by putting a promise in writing or making a payment?

Yes, that's right. Putting a written promise to repay an expired debt can renew the STATUE OF LIMITATIONS making the debt re-collectable. If you do this, you lose all rights to the expired statute plea. Once a debt collector has a new written promise to pay from you, it changes everything. Note, however we are talking about expired debts. If the debt is not expired and is not nearing the expired statute then this would not apply.

Is the debt legitimate? Do the figures match what the Original Creditor or Collection Agency stated you owed?

For CA—collection agencies: How many times have you seen your old debt for \$500 turn into a new debt for \$1000? When collection agencies purchase old debts they re-age it with all the new fees and interest from the date it was written off. Who is going to question

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every dollar if you do not? No one! It is up to you to use your rights under the law to ask for validation of a debt. If you have ever received a collection notice, it is stated right there: "If you dispute the validity of this debt you must notify us within 30 days or we can assume the debt is valid". Be sure to confirm the debt by way of VOD.

For OC—original creditor: One of our strongest consumer rights is the Fair Credit Billing Act and TILA—Truth in Lending. These laws allow you to question a balance and have the debt proven to you. Not only do you need to verify the dollar amount but you need to check to dates of opening, last activity and last payment. One of the most common errors in credit reports are debts reported inaccurately by OC and CA. Make sure they prove to you the debt is due down to the last penny. Pay attention to the fees and penalties they assess. Most states have a usury law which means the debt can only be charges fees and interest according to that state's law.

Have You Tried to Restrictively Negotiate The Debt?

Why would anyone want to pay an old debt once it has been charged off? Well, several reasons but not without using leverage to obtain the best results. Once a debt is charged off to profit and loss it will never go back to current, so paying it will do nothing but turn it into a paid charge off. Does that benefit you? No. What does benefit you is restrictively negotiating that old debt. If the debt is not expired then there are several things you should attempt. First, attempt to get the agreement in writing that the bad marks will be deleted from your credit report upon payment. If they agree, great! GET IT IN WRITING!

Never EVER take a collector's word. They will be laughing all the way to the bank. Second, attempt to reduce the debt to 30-40 cents on the dollar and work your way up to 50-60 percent if need be. Start out very low. Again, get it in writing if they agree before you pay it. Thirdly, write up an agreement that includes all the above and put a confidentiality clause in there. It protects you further from the debt being reported because now the terms are confidential and if they reveal the payoff to the credit bureaus, they have violated the confidentiality clause.

Is there fraud involved or billing errors?

Be sure to check all old statements and review the account for fraud. If there is fraud involved, you are not liable for the charges. Use all of these thoughts as tools to give you more ideas to make a case and argue for a good settlement. These are all areas you need to consider before you communicate. Especially be careful of putting promises in writing and signing those letters. That will be new evidence that you intended to pay.

Banks and Debt Collectors Are the BIGGEST Crooks!

If you don't already know, I'll be the first to tell you that the banks, finance companies, bill collectors and credit card companies are the BIGGEST crooks in the world. If you don't protect your rights or know the secrets of the debt collection business you will pay thousands of hard-earned dollars interest and fees to debt collectors. You do not owe third party debt collectors one penny!

You need to invest some time to become an informed consumer. You need to learn how protect your rights.

Will I Ever Be Able to Obtain a Credit Card Again?

Yes, is the short answer. There are basically two ways to repair your credit. On the practical level you can have an A-rated credit report within 2 years of even bankruptcy. Why? Because lenders are much more interested in your present circumstances than what happened to you 3 to 10 years ago. Rebuilding your credit can be done rather quickly through a systematic plan, and a little perseverance. Keep in mind that positive credit information stays on your credit report forever and negative information for six years, at the most.

The Easy Way

The first way, which is very simple and my personal favorite, which has worked well for me in the past, but it does take up to two years. Simply get a new bank account either a savings account or a 'basic' bank account. These accounts do not offer overdrafts, so are able to be opened with a poor credit rating. Keep a reasonable balance in the account and do not "bounce" checks or direct debits. Then after 6-12 months get a savings account with the same bank and keep as much as you can afford in there. Then apply for a credit card. If you get turned down for credit, send a letter to the lender, explaining why you are a better credit risk than your credit report indicates. But it is best to rebuild your credit before applying for credit again. Once you get one card and you pay the balance every month ON TIME, then that builds your credit score and you can then apply for more. Also, if you can, pay all your other bills on time so that utility companies do not upset your plans. Avoid taking out excessive credit. You should stick to one or two credit cards and one or two other major debts (car loan, mortgage) in order to have the best credit rating. Do not apply for every new credit line or credit card just in case. Borrow only when you need it and make sure to make payments on your debts on time. Avoid taking out excessive credit. You should stick to one or two credit cards and one or two other major debts (car loan, mortgage) in order to have the best credit rating. Do not apply for every new credit line or credit card just in case. Borrow only when you need it and make sure to make payments on your debts on time. You should also know that taking out lots of new credit accounts in a relatively short period of time will cause your credit score to nosedive because it will look as though you are being financially irresponsible. In general, try to make sure that you use

no more than 50 percent of your credit. That means that if your credit card has a limit of \$5,000, make sure that you pay it down to at least \$2,500 and work at carrying no larger balance. If possible, reduce the debt even more. If you can pay off your credit card in full each month, that is even better. What counts here is what percentage of your total credit limit you are using—the lower the better.

The Difficult Way

The more difficult way, for those who need credit in the near future, is to challenge the information the credit bureaus hold on you. Credit bureaus have huge databases on the credit histories of consumers. This information is gathered and given to the credit bureaus from creditors that have extended you credit in the past (for example, landlords, credit card companies, the HM Inland Revenue, department stores and banks). Your credit history contains information that creditors use to evaluate and determine your ability and willingness to repay credit. Typically, credit bureaus give the following information: Your open accounts, credit limits, current balances, number of late payments, collection actions, tax liens, and whether you own your own home or not. You can contact the credit bureaus and ask them to send you your credit report. They are: 1) Equifax (www.equifax.com); 2) Experian (www.experian.com); and 3) Trans Union (www.transunion.com).

Is This Ethical to Eliminate My Debt?

Learning the Game of Monopoly

The main objective to win at the game of Monopoly is to bankrupt everyone playing the game! Learn how Banks and the Courts conspire to rob you of your money. Learn how debt collectors intimidate you and trick you into contracts and learn how to empower yourself by using some strategies and simple rules. Their plan is to take you for every penny you have! Your plan is to stop them!

7 Reasons Why Credit Card/Loan Agreements are Unlawful or Why You Don't Owe Your Bank/Credit Card Company Anything

Your Credit Card Agreement is an unlawful contract as it is ONLY signed by you—constituting a unilateral agreement. (Contract Law)

All contracts, in order to be valid, must be signed by someone able to bind the corporation in contract. (Contract Law)

Banks create money out of thin air—they have no money to lend you. (Fractional Reserve Banking)

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It is not possible to actually pay the outstanding amount as the currency is based on worthless paper and “electronic funds” on computers. (Fractional Reserve Banking)

You do not have to pay statements, only invoices. (Bills of Exchange Act, 1882)

You are not lawfully bound to pay anything which is unsigned. (Bills of Exchange Act, 1882)

The uppercase name on the credit card is not your name, but a “corporate entity.” (Black’s Law Dictionary)

The banks have been so desperate to get us into debt, that they sold people mortgages, who they knew could NEVER afford to pay them back. The governments are so desperate to keep this racket going that they will bail out ANY bank that gets into trouble! Being in debt is one of the consequences of playing the game.

Why Do You Think Your Government Is In Debt?

There is not enough money in circulation for everyone to pay off ALL the debts!

The whole system is totally fraudulent..

So What Do We Do? We Start Playing the Game!

How to get out of debt for Free:

These rules are for those who are unable to get further credit cards or if you have already defaulted on them OR if you simply no longer wish to play the game...

Clear your debt, without further borrowing, IVAs or bankruptcy. We provide full instructions, “open source” sample letters and simple rules so that you can respond lawfully, honestly and truthfully.

Have a great time playing the game!

How Do I Get Out of Debt?

Recognize the Problem

It sounds obvious, but you first need to realize that you have a sending to income problem. Once you have recognized your problem you need to map out a detailed solution to help you get to where you want to be financially and hiring a professional can make this an easy process. There are many debt relief options available today such as debt settlement, debt

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management, credit counseling and bankruptcy. If you would like help with your debt relief options then please fill out our form or contact one of our top three get out of debt companies.

Get Help

Sometimes it is best to contact a professional to see what your best option is to get out of debt. There are many debt relief options to help you get out of debt in today's market and there are many companies that can help tailor a debt relief program out for your specific situation. Fill out our form or contact one of our top three get out of debt companies to see what options are best for you.

Is This a Scam?

Before doing business with anyone, you should know who they are. You should know how long they have been in business. You should know all costs involved with their service. You should know whether or not they are properly licensed to conduct business.

The scammers are those who say that debt elimination is a scam. Do your own research and check out the statues and codes of all that is mentioned in this special report. Sometimes when you are not ready for the truth or knowledge, it will not come to you or you will not be open to ideas that can help you. You should understand how you can transact in commerce without getting drawn into the black hole of debt slavery and political confusion. You must first get prepared with knowledge and awareness of the fundamental principles.

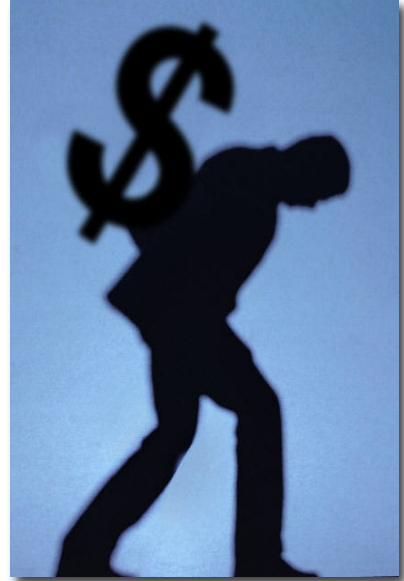
Some or even all of these pages might make you feel a bit uncomfortable, as they did me when I first began to really look at the illusions and the promoters of the illusions. You cannot be free as long as you believe in the illusions. You must step through the looking glass, accept the red pill, and be ready for an amazing maze of lies that will vanish with your new awareness. You must ask questions, lots of them, and only when you ask deep questions will you get deep understanding if this is for real or fake.

What we do is a labor of love. Freedom is a precious experience and our families are precious, too. This is a work dedicated to my children and grandchildren and yours, too. We have a lot of work to do, but I hope you can take it on playfully as a world of freedom and choice opens to you. To make this possible, *you* must open to it! Do yourself and the rest of America a favor...eliminate credit card debt, eliminate student loan debt, discover tax freedom, and speed equity growth in your home by discovering WHO you REALLY are.

Come soar with all the free birds!

Understand the Debt Trap

You are in a debt trap. It was built intentionally to serve the Overlords of the Planet. Who are "they"? "International bankers" is how "they" are often described but they are real, even though you would rarely meet them or hear about them. They run things by pulling strings. You might have noticed this happening in October 2008 when Henry Paulson and Ben Bernanke tried to twist the arm of the U. S. House of Representatives to get a "Bailout for the Banks and Wall Street." When the House refused to give away almost a trillion dollars and unlimited power to spend more, the Overlords' puppets, Paulson and Bernanke, turned to the Senate. Appropriations bills are only supposed to start in the House according to the US Constitution. But that meant nothing to the Overlords. *THEY ARE* the law. Their puppet declared that it was just a goddammed piece of paper. They did a lot more than twist arms in the Senate to get an appropriations bill passed. Then it was taken to the House of Representatives with a lot of pork and toys to help convince the lower house to follow the dictates of the Overlords. Not only has that "Bailout" been ineffective to staunch the economic bleeding, it has contributed to a worsening economy. Debt elimination is the only way out.



Why would they do that? Because now is the time for closing the gates on the great pasture. The Overlords have obtained so much power and control in the world that they can begin to be a bit more obvious than they have in the past. Another reason they would collapse the economy is because that is how they make huge gains. They did it on purpose! The Housing Bubble and the crash were engineered by the U.S. Government, Federal Reserve and Wall Street! The mortgage system crumbled while regulators jostled and the statutes against predatory lending were overridden by Bush Administration edict. They've done it in the past in the Great Depression. The Overlords had to deal to set up America to become their personal property and the American people...the New Deal. Today it is commonly called the New World Order. George HW Bush said it outright in 1991, Gordon Brown and the Pope in 2008. The crop is ripe for the harvest. But you don't *have* to be their livestock. You can choose another way. Real Debt Elimination is the way to real freedom.

The Federal Reserve has been forced to admit their fraud recently (2009) by a Freedom of Information (FOI) demand by a financial news company, Bloomberg. The Fed just told Bloomberg to go jump in the lake. Bloomberg sued the Fed under the Freedom of Information Act (FOIA) to find out just what sort of toxic "assets" it was taking onto its books, and from whom. The Fed's rationale is fascinating—that the New York Fed, where most of the relevant documents sit, is not subject to FOIA requirements. Is that because it's not really a government entity! You know the answer, of course. NO the FED is NOT a

Special Report: How To Release Your Debt

GOVERNMENT ENTITY. That's part of the banker's fraud. We've been conned for nearly a century. Ben Bernanke is appointed but NOT employed by We the People.

Now it seems that there is hope. Ron Paul has presented a bill that is to AUDIT THE FED! Over 280 congress critters have signed on. The bill seems ready for passage. What happens then? A monetary crisis, of course. The solution to the crisis might most likely be that the International Monetary Fund will have to act and bring forward the One World Currency that Russian Premier Medvedev flashed about at the 2009 G-8 Conference.

Slowly we creep closer and closer to the One World Dictatorship of the NEW WORLD ORDER that George Bush Sr. talked about and the dictatorship that Bill Clinton facilitated with his NAFTA and anti-terrorism bill that George's son, George Bush Jr. turned into the U.S. PATRIOT Act, and that Barack Obama is implementing. If you examine the pattern of events in history, you can begin to extrapolate a trajectory of events that are leading us to a new feudal dictatorship. Only an informed people can change the seemingly inexorable flow of events.

We've been programmed to concede our rights and responsibilities so that others can control our lives more completely. Even the new health care system that many progressives are pushing holds huge dangers in the power it gives to DENY health care to some. A bill to control who can produce food increases the New World Order's control over the food supply. The biofuel program urged by environmentalists, supposedly to clean up the atmosphere and reduce dependence on oil, especially foreign oil, has reduced food supply to many nations, raised prices above what most Third World families can pay, resulting in hunger and ultimately starvation at the hands of the "market economy."

But the "markets" are increasingly controlled and manipulated according to a NEW WORLD ORDER agenda. They are doing what they said they would do to obtain control. Political power derives from economic power not from the ballot box.

You will find debt elimination tools here that you can use to evade their money control ploys and help you and your family be free. Most importantly you can use *their* system to do it. One of my expert friends has a bailout program for you that uses their debt collector and bookkeeper, the IRS, to collect and refund the credit the banks stole from you. And we show you how to make use of the corporate trust the Overlords created for you. You see the name of that corporate trust on your driver's license, your Social Security card, your credit cards or ATM cards, on your tax statements, and on your checking account. It's usually expressed in ALL CAPS, like the name of the UNITED STATES OF AMERICA on the dollar bill. You just thought that it was *your* name. Be prepared to be surprised!

One of the most revealing discoveries in debt elimination is to see how the Overlords hide the clues in plain sight. Use a very high magnification lens (about 20X) to examine the line on which you write your signature on every check. The letters are tiny. Very tiny. Much smaller yet than that. The words generally are, "AUTHORIZED SIGNATURE AUTHORIZED

SIGNATURE AUTHORIZED SIGNATURE" to make the line. Of course, I just showed you what it looks like at 10 pixels. You'll get a better idea what it looks like at 4 pixels.

AUTHORIZED SIGNATURE

That's *close* to what it looks like *with* the aid of a high powered magnifying glass, but you are able to read it on this page without a magnifying glass. When you have seen it for real you will have stepped into the rabbit hole and even if you aren't Alice and you didn't go through a looking glass, it can get curioiser and curioiser.

So what does this mean? You are the authorized representative of your corporate trust. Not everybody has access to the checkbook of a corporation. For YOUR corporation, *you* are the only real living man or woman *authorized* to sign those checks, or use that driver's license, that Social Security card, or pay those taxes. But those are all actions you can CHOOSE to take. You are a free, living being endowed by your Creator with....well, you remember the Declaration of Independence, don't you? It's a statement of natural law, the law of the universe, Divine Law. When you engage in Commerce, you can be drawn into the World of Commerce. In order to engage you in that world the Overlords have created a mechanism that circumvents Natural Law. They get *you* to make the CHOICE to allow *them* to circumvent Natural Law. They use this device to trick you and everybody else into giving them that right.

Debt elimination processes can help you turn this around and use your corporate trust to shield you *from* them if you learn how to use it. In a way the Overlords create a DUMMY corporation with which they can communicate and when you think that they are talking to *you*, you're hooked. You identify with the DUMMY corporation and, in effect, you *become* the DUMMY. You pay the taxes for the DUMMY corporation and you pay its bills. Do you see how they pull the world over your eyes?

You've never been told, no one ever let on. Teachers teach you how to handle a checking account and they never realized that they had identified with the DUMMY corporation, too. Your civics teacher, Mrs. Ferguson or whatever.....a DUMMY! teaching kids how to be good little DUMMIES. But then she wouldn't last very long in the public schools if she started telling you the truth instead of the "truth" she had been taught by *her* civics teacher. Same with parents, preachers, friends. No one has ever told them what you have just learned. I want you to be able to get out of debt and know real freedom.

What are you going to do about it? You could just go on to another website, surf the web, go get a piece of pie from the fridge and surf along somewhere else, get in a game of golf. You could forget this little peek into reality. However, if the trickery and illusion make you a bit curious and more than a bit angry, you are feeling good and normal emotions. Now use that anger to stand up to the challenge I've offered you. Humans are designed to be able to stand up to those who would try to steal their birthright of natural freedom, real freedom. But for

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some people the personal challenge will be too much. I can't help them. I hope I can help you.

You might have gathered from this that I am very hopeful that you accept your human birthright and stand up to this challenge. I'll help you get out of debt, too. You'll eliminate debt but you'll also learn how to be free. Then you can teach it to your own kids and grandkids. And to your friends and neighbors. This is the only way to take back America as the Land of the Free and the Home of the Brave. I'm not a flag-waver. I think America IS as Americans DO. Are you ready to take charge of your life? Get out of debt and find REAL Freedom!

A Bailout for the Average Man or Woman (NOT FOR WALL STREET)

The Bailout Bill of 2008 is a disaster for the people of the United States of America and it will only get worse if we don't do something quickly. Our government is the best that money can buy...and money powers have bought the best. Senators and congressmen have voted with their wallet open and the banks and bankers got their bill passed. Now Secretary of the Treasury Henry Paulson says that he won't use the money the way he promised. All the predatory lending that the Bush Administration protected will sit there and hurt the economy while the predatory lenders will get off free.

So what about U.S.? We're the ones who have to take the pink slips and layoffs. It's our jobs that are at stake and everything we worked for...

There is a solution that is elegantly simple and perfectly ironic. Debt elimination programs can work for you and that WORK to eliminate debt through your own bailout! You can stop credit card debt and other debts DEAD in its tracks. STOP the banks from stealing any more money! Eliminate credit card debt! Eliminate student loans! Eliminate auto loans! Eliminate taxes!

This bailout process even uses the IRS to do it! That's right! The IRS! The tax man! It's their JOB to process claims ... and this will help you get out of debt. Yes, pay off your mortgage ... your car note ... your credit cards ... get a refund on the income taxes you have paid for the last three years ... your utility bills ... your student loan... anything you paid with Federal Reserve Notes or check or credit card for the last three years!

Is This Delicious Irony or What?

OK, what is this debt elimination process? How can you use the IRS to eliminate debt?

This is an administrative process established in the Uniform Commercial Code and in the Code of the IRS. That is, paperwork. You file a corrected 1040 Income Tax Return and a few

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other electronic IRS forms using the same electronic filing system used by H&R Block, CPA's and Enrolled IRS Agents all over the country.

The bankers hold the title to YOU, Inc. Since *you* are the only one who gives "value" to the birth certificate because of your labor, you are the only one who can go to the bank to redeem and regain control of your birth certificate. It's just like that with your car: the state controls the title to your car because you gave them title when you "registered" your car and purchased a license for it. They rent the car back to you every time you pay for the car license. The title to your car is the certificate of Original Equipment Manufacturer. For you they call it your "birth certificate." Under Admiralty Law, everything is commercial. Admiralty Law is the form of law under which we live, called the Uniform Commercial Code, or UCC .

Just as the car gives value to the title of your car, you give value to the birth certificate. Without you, the birth certificate is worthless. If you ever wondered what right the government had to tell you to wear a seat belt or a motorcycle helmet, they are just protecting their "property"

Right now even though they have no legal right or claim or lien, the bankers hold the "title" to YOU through your birth certificate. You can regain control by simply filing a notice of lien against the birth certificate. Filing notices of lien is done every day. Banks regularly file notices of liens with the Department of Commerce to prove and establish their interest in all kinds of property... homes, cars, tools, equipment. This is done very simply by contacting the Secretary of State or Department of Commerce and filing a UCC-1 financing statement and listing the property as collateral on the statement. The same can be done with your birth certificate, which is *your* property. You and only you can file this notice of lien... You and only you can determine the value of the property. Since you are priceless in God's eyes the value of your UCC-1 should be UNLIMITED.

In this case, the "company" is the government. Because you "agreed" to work for the government, the company, for the rest of your life, the government (company) agreed to "pay" all of the debt you incur in your lifetime. Is that a bit of a surprise to you? It should be. No one has told you or showed you how use this information. In exchange for your birth certificate and your application for Social Security, which they used as collateral to reduce their debt with the bankers, the government (company) promised to pay your debts. You work on behalf of the US government AS COLLATERAL ON THE NATIONAL DEBT owed to the bankers.



Whatever Your Debt, It's Actually *Prepaid*.

That's right, your debt is "prepaid" with what is known as "money of account." There is no real substance or "money of exchange" such as gold or silver; only accounting adjustments and set offs. The U.S. government agreed to do this for you

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with the passage of HOUSE JOINT RESOLUTION (HJR 192) back in 1933 shortly after the National Emergency and Bank Holiday declared by President Roosevelt. You're already signed up for this program from birth; it's just that no one told you about it, UNTIL NOW!

Like all good companies though, the U.S. government offered to its "worker bees", insurance benefits. They offered insurance to us if we would fill out an SS-5 form, also known as "Application for Social Security Benefits". It's also the hook they use to get us to sign up as their collateral on the national debt. This all originated from the "Shepard Towners Maternity Act" that was to help new mothers with the care of their children if the mother was unwed. (This is why they ask for the maiden name of the mother on the "application for live birth." All of us are considered to be "bastard children" with the government [company] as our "daddy.")

The SS-5 is really a Power Of Attorney (POA) for the company that issued the insurance benefit to You, the real man or woman. POA was assumed by the company, the government. When they established the new account they styled the name in ALL CAPS. Very few people normally sign their name in ALL CAPS. Your JOHN H. DOE is really a corporation. Print your name in ALL CAPS if you intend to express the name/ title of Your corporation. You'll find it on "your" driver's license, "your" Social Security card, "your" bank statement, "your" check blanks, "your" tax statements, etc. The Social Security number is evidence that there *is* an insurance policy. The benefit you are receiving is the privilege of an army, navy, police, fire protection, Medicaid, Medicare, SSI, pension, etc.

So far it has worked quite well for the government (company)... they just didn't tell you how to go about getting your debt set off and how to access and use the pre-paid account, all the more money for their pet projects...wars of pre-emption, international intrigue, control and domination of the global markets, etc. You've perhaps read about this in the news or seen it on the evening news. You're letting them use your money for crimes against humanity.

So How Do You Access This Account to Eliminate Debt or Get Cash?

The government (company) gave you an "expense account", the prepaid money on account ... When someone sends you a bill it is referred to as a "presentment". They are attempting to get you to create "new money" with... Money of Account or Check book money.

By getting you to accept the liability they are presenting to you, the creditor is demanding that you "pay" the bill with "money of exchange" (Federal Reserve Notes), or the equity you created ... that is, money that you created as a result of your labor.

In commerce, though, whoever creates the liability MUST bring the remedy as well. If the sender doesn't send the funds to "pay" the bill you must accept the bill for the value you

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gave it when you were born and use your prepaid account to offset the debt the presenter is creating.

So it is your choice whether to "offset" the debt with your pre-paid account by accepting the bill for value and sending the bill to the "Paymaster," the Secretary of the U.S. Treasury, or to the IRS, for adjustment... OR give them the equity from your labor, which is in the form of Federal Reserve Notes, checkbook money or credit card money.

Is this a no-brainer, or what?! Eliminate debt with your prepaid account, of course! Why eliminate debt with your own hard-earned money in "your" bank account when you have money of account waiting for you to access at the US Treasury? Your other account can be tapped through the collection agency called "the IRS."

Let's Review Who the IRS Really Is...

The IRS is the accounting and collection division of the International Monetary Fund (IMF), the bankers to whom the government (company) owes money. The IRS enforces and supervises the bankruptcy of the government (company). They are really not your enemy... they are only doing what they were hired to do, and that is to keep track of the bankruptcy of the government (company). It is imperative you learn how to use them to your advantage as they can be a tremendous resource for you as you eliminate debt.

The Secretary of the Treasury is like the payroll clerk at a typical company where you might work. He actually acts in a dual capacity as both "payroll clerk" and "receiver for the bankers in the government (company) bankruptcy." No one gets to be Secretary of the Treasury unless the banks are assured that he will work for them. Does that help you understand the role Henry Paulson has been playing in demanding money from the government and the government snapping to attention, passing a 451 page \$700 billion bailout bill to eliminate debt in quick step time?

With additional documents and letters not covered here you can call upon the Secretary of the Treasury or the IRS to adjust the accounts and "pay" the bills, taxes and the like that you have accumulated over time and have the incurred debt "paid off" using the pre-paid account that is waiting for you to use. Treasury or the IRS will eliminate debt you incurred while slaving away to pay "your" taxes every year.

When you were born your parents unknowingly entered a contract with the government (company) that was bankrupt. You essentially went to work part time for them to help eliminate debt that the government (company) had incurred.

The instrument that was used was given by the government (company) as the collateral to secure the debt they had with the bankers. You can redeem and regain control of that instrument by filing a UCC-1 financing statement with the Secretary of State in your state and listing your birth certificate as your "property" or collateral.

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By filling out the SS-5 "Application for Social Security Benefits" you entered into another contract that allowed the government/company to access the prepaid account that was created with the passage of **HOUSE JOINT RESOLUTION (HJR 192)**.

This bailout is for you. It was passed 75 years ago. This kind of news takes a while to get around, especially when the corporate government and corporate business likes the arrangement with you and me remaining ignorant.

You can access your account at the U.S. Treasury to eliminate debts and get a refund of all of the income taxes you paid for the last three years by filing 1040's, corrected IRS docs that we will submit electronically. You can learn how to call upon the Secretary of the Treasury to do his job: to eliminate debt you incurred by simply adjusting to zero the accounts that you incur in the normal course of doing business with your creditors. That means car payments, credit cards, utilities, taxes, student loans, house payments.... YES all of them. Eliminate debt with your prepaid account at the U.S. Treasury. **Do it while there still IS an Internal Revenue Service and a U.S. Treasury.**

Who Can Help You?

Peace of Mind, LLC has helped numerous individuals exercise their rights to reclaim their property. We are experienced at what we do, and we've paid the price to learn how to do it right and know what it takes to get the job done the way it needs to be to accomplish your goal. We have a team of professionals that have the experience to successfully complete a mortgage release. Since we have a vested interest in your success, we treat the house as one of our own. And this is the key difference between a service provider and a joint venture partner.

The facts are hard. You are fighting for your home. If you lose, which is unacceptable, you are out of your place to live. We believe this is too harsh a penalty. The opposition's argument is that you bought something which you can no longer pay for and maintain. You stopped making the payments you promised them. Of course they likewise failed to tell you that what they were selling you would lose over 50% of its value overnight and leave you upside down in your payments. They also forgot to tell you, and the County and the State, that they transferred the security interest in the property to other parties. By not recording they deprived the state and county of fees and taxes.



Processes We Provide

Administrative Process/Notary Presentment

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We provide an administrative process via notary presentment by a duly commissioned notary public. We present the evidence discovered along with specific questions and allegations to give the other parties involved the opportunity to respond to due process. The parties are given a specific number of days to respond, and, when they don't, the notary as a duly commissioned witness of the state provides a notice of default and opportunity to cure. When the parties fail to cure, the notary, as the second witness in the matter, certifies the non-response on behalf of the state providing some remedy to create a

What Gets Recorded and Legal Documents We Use

Uniform Commercial Code Financing Statement:

UCC-1 stands for Uniform Commercial Code Form 1. It is not an agreement. The UCC-1 being a "financing statement" is not an "agreement." It is just notice to the world that one person claims that it has an interest in someone else's property, usually as collateral for a debt. It is normally filed in the office of the Secretary of State in the state where the debtor/borrower is located. In most cases located means the state of incorporation for corporations, the state of creation for limited liability companies and other entities, and the state of residence for individuals.

The UCC-1 is a notice to the public not an agreement. The UCC-1 may be used to notice a lien created by a security agreement of a loan for a home, car, and etc. The importance of the UCC-1 to the secured party and other lenders/creditors is the first in time, first in line priority. A UCC-1 notifies others of outstanding debt such as security agreement, summary judgment lien, commercial or maritime lien and so forth. Collateral items may be listed directly. Property, both real and personal property, can be involved. All of this is for the protection of the secured party and allow other possible lenders/creditors to be aware of outstanding unpaid debt that would stand in line for collection of any new debt.

Why Do We File a Commercial Lien against the Lender, Its Assets and Employees?

We do it for leverage. When the bank's assets and employees are tied up, it gives REIS, LLC the ultimate negotiating power. Because the lien is a UCC-1 commercial lien, it moves into first position against any existing liens. The bank decision makers have to negotiate in order to have the liens removed.

Notary Bill of Lading:

A notary bill of lading is a chattel cargo manifest which outlines the documents that are included in the filing. It lays out the value of the documents equal to the value of the first promissory note. It states that we are giving them 10 days to respond otherwise the documents will be considered accepted, which means they will owe us that money.

Notary Certificate of Service:

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This document verifies that our notary will be mailing these documents and certifying to that effect with their notary stamp and seal on this page.

Commercial Affidavit:

All of the instruments are signed by our client in their capacity with a title as grantor/beneficiary as, trustor, settlor, Issuer and maker. Grantor/beneficiary and trustor/settlor are in regard to the Deed of Trust which is the security instrument and issuer maker is referring to the promissory note that the grantor originally issued upon which they were the maker. This document simply clarifies for the record all of these titles are the same as the grantor so nobody is confused about whom the grantor is and what they are doing with this filing. It lays out the details that the grantor was the source of the funds and it was the grantor's signature that created the value in those documents in the first place. It also clarifies which property it is that we are identifying.

IRS Form 4490: A proof of claim so if the IRS is claiming they are owed an amount from the "legal fiction" name, an agent must swear to this and have their signature notarized.

IRS W9 Form: Gives us the opportunity to identify a party by either social security number, tax payer or employer identification number so we know who we are dealing with, and whether they are an individual or a corporation or other entity. It is simply a way of asking for proof of identification.

IRS 1099A Form: Provides another opportunity for parties to certify under penalty of perjury that they have examined this return and the accompanying documents and what they are saying is true and sign on the dotted line to that effect.

Administrative Process:

While we are sending the QWR, we are also pursuing the first step of the administrative process, which certifies via notary presentment that if the alleged beneficiary has a problem with any of this, they can respond to the notary public so the notary can certify that response, or when they don't respond, that no response was made and by not responding, that they are admitting to its truth.

After the specific amount of time noted, the notary then certifies there was no response, that they defaulted, and that they failed to cure the situation and therefore it is certified that they owe the grantor the money that was claimed. At that point, we are taking the claim with the supporting document that we have certified by the notary public, who is an officer of the state and the court, and we are filing an additional UCC-1 financing statement for the amount claimed.

Frequently Asked Questions

- **Q. What will be a part of your process for me?**
 - An examination of your loan documents is one sure fire way to get your lender over the barrel. When violations of Federal and State laws are discovered in your loan documents. In some cases, when rescindable violations are discovered, we will move to rescind the loan entirely.

- **Q. What is the refund policy?**
 - When a client wishes to leave our program, there is no termination fee or long term contract which forces them to stay or continue with any further payments. All monies paid into the program to date are NON-REFUNDABLE. Also if we are able to release the mortgage, there will not be a cancellation of the Joint Venture Agreement. A buyout is a possibility as notated in the JVA.

- **Q. Can you show us a successful case?**
 - No—when a negotiation has been completed with a client with the bank, the bank requires a signed nondisclosure/gag order. The bank does not want anybody to know how the procedure was done to keep others from doing the same. We also do not want to jeopardize a client's property by breaking the order.

Supporting Organizations

The UPU (Universal Postal Union) in Berne, Switzerland, is an extremely significant organization in today's world. It is formulated by treaty. No nation can be recognized as a nation without being in international admiralty in order to have a forum common to all nations for engaging in commerce and resolving disputes.

The UPU operates under the authority of treaties with every country in the world. It is, as it were, the overseer over the common interaction of all countries in international commerce. Every nation has a postal system, reciprocal banking, and commercial relationships, whereby all are within and under the UPU. The UPU is the number one military contract mover on the planet.

For this reason we send all important legal and commercial documents through the post office rather than private carriers, which are firewalls. We want direct access to the authority—and corresponding availability of remedy and recourse—of the UPU. For instance, if you post through the U.S. Post Office and the U.S. Postmaster does not provide

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you with the remedy you request within twenty-one (21) days, you can take the matter to the UPU.

Involving the authority of the UPU is automatically invoked by the use of postage stamps. Utilization of stamps includes putting stamps on any documents (for clout purposes, not mailing) we wish to introduce into the system. As long as you use a stamp (of any kind) you are in the game.

Note: The United States has a treaty with the Universal Postal Union in Bern Switzerland and the terms and conditions of that treaty must be followed by all who choose to use the United States Postal Service for all mailings. All complaints of mail fraud can be handled through the UPU.

When Can I Begin?

Peace of Mind, LLC is prepared to help you release your debts today. The entire process will take on average anywhere between 3-6 months. Let us help you get rid your debts!

You have nothing to lose and a home to gain. Examine your situation. List and weigh your options. Make an informed decision! But whatever you do, do not wait. **This is a privileged process and we only take clients who qualify for our program. And the 2 qualifier is dependent on the client's debts/documentation and the factor is the ability of the client to follow thru on instructions/timelines/tasks/cooperation/funds available. Call today to request a free analysis of your debts to see if you qualify.**

Disclaimer & Disclosures

Not all situations are the same, thus some additional process/steps may need to be added. We are not attorneys nor do we act in any capacity as legal counsel. The information within these pages is for the intention for the edification of the reader only (for educational purposes only) and while we believe this information to be true and correct, it is not an offer in any way as legal or financial advice. Therefore, it is entirely up to the reader to seek appropriate legal and financial advice before any action is acted upon. The reader by reading this Notice waives all claims and any liability that may arise from using this information. In addition, these materials are provided 'as is' without any express or implied warranty of any kind including warranties of merchantability, non-infringement of protecting one's property or for any particular purpose. The author(s) release and waive any damages whatsoever including without limitation to loss of profits, principal, asset protection, legal and criminal liabilities for the use and in ability to use the information presented.

What Do We Do to Help You?

Debt elimination can end one of the biggest worries for most families and small businesses. Qualified professionals may have solutions to help set you free from debts forever through debt elimination. Not debt consolidation, not debt management—debt elimination! Get out of debt! It's real and thousands of people just like you have taken back their life through debt elimination. The debt elimination process is legal and ethical. Debt elimination can lead you to understand your alter ego, your existence as a commercial entity. Similar to the scenario in the film, Matrix, in your fictitious, commercial role you are a corporation which can be enslaved by larger corporations, the "machines". You, the living person can take control of your own corporation as your legal birthright. Eliminate credit card debt and accelerated mortgage pay-off is more than financial. Get out of debt today! Study the Debt Elimination Special Report and begin the process of sorting out illusion from reality.

What you learn here is far more than simple debt elimination, as important as that is. Still more important is to know *who* you really are and to stop letting the Money Power "machines" run your life and the life of your family and friends. It's about ending debt slavery and discovering real freedom!

In order to eliminate credit card debt, you must understand that the debt is not yours personally. Since you began doing money transactions, you've functioned as a voluntary fiduciary representative for a trust account, paying its bills with your own energy. When you set up your first checking account, you accepted this relationship with the trust the government had set up in your name. You have not had control of this trust because you never claimed it and your parents didn't know. Debt elimination begins with knowledge. Eliminate credit card debt with vital knowledge not taught in school or university. That gives the Money Powers control over us.

One way to see this in action is notice how the "System" maintains the illusion by deception. Look at your checkbook. How did they present your name? ALL CAPS. Odd, isn't it? Then try to have them CHANGE that to normal capitalization of the first letters of your name. They CAN'T do it because their data input will not permit that. Bank personnel are don't understand. Do they insist on ALL CAPS because they would like to be very clear and allow no mistakes? The clue to that answer is the line on which you sign your name. It's not a line. It's nearly microscopic words, some of the finest fine print you might ever encounter. It generally says something like "ONLY AUTHORIZED REPRESENTATIVE." So you the human being have been given authority to sign the checks of your trust, which is an incorporated entity, a fiction.

Eliminate Credit Card Debt

Totally—Cancelled, Terminated—Legally

If you are heavily in DEBT to credit card companies, we can help you eliminate credit card debt. Student loans or tax liens? Discharge these debts quickly, painlessly, legally and without damaging your credit report. This might be the easiest form of debt elimination.

In 2005 there were over 1.3 million bankruptcies, the majority caused by unmanageable credit card debt. Debt elimination might have made bankruptcy unnecessary. They didn't know that they could eliminate credit card totally. What these credit card holders didn't realize is that when banks approved their credit card and established their credit limit; the banks used the applicant's name and signature to *create* the money to fund the card. So, in essence, it was ***the applicant's own money!*** That fraud makes it possible to eliminate credit card debt.

How can such a con game be allowed? A few generations back, just as a new Congress and President were about to take office, and when many congressmen had left Washington, DC for their Christmas holiday, laws drafted by international bankers to set up the Federal Reserve System were passed hurriedly with little debate. Most people don't realize this, but the Federal Reserve also owns and controls the IRS. The Federal Reserve is a private corporation and IS NOT a part of the government. ***The Federal Reserve is no more "Federal" than Federal Express.*** This fraud also makes it possible to eliminate credit card debt, student loans, and taxes.

Banks, credit card companies, and other financial institutions advertise that they are in business of lending money, but this is false and their own accounting system shows that the exact opposite is true. Knowledge is our strength and we show you how to use it to your advantage in correcting such predatory lending practices through debt elimination. You CAN eliminate credit card debt totally, not through debt consolidation, not by debt counseling...cancel credit card debt legally. Eliminate credit card debt totally.

In the past few years, we've helped many folks, just like you, to lawfully and morally "unload," terminate, "zero-out" and CANCEL millions of dollars in credit card debts. Now that's real debt elimination! If you've been looking for a way to eliminate credit card debt, you'll discover valuable facts very few Americans know, knowledge you can use to get started now canceling your credit card debt! Debt elimination is an administrative process you can use to obtain real freedom.

Eliminate Credit Card Debt and More

Bankruptcy laws have changed. Many former bankruptcy attorneys have gone on to other legal arenas. This debt elimination process is *not* about bankruptcy. This has *nothing* to do

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with "debt counseling" or reduced payment plans! Debt elimination is *not* about the consolidation or management of your credit card debts. This is about *not* making payments right away and making the lenders pay for lying to you. Learn how the banks really work and how the entire money system has been rigged. You'll be surprised and maybe a little upset! But we'll help you turn it to your advantage with easy to follow debt elimination steps to real freedom as you eliminate credit card debt.

How are debt elimination programs different from bankruptcy? What our debt elimination programs provide is more than debt forgiveness. There are multiple tools to take back your power as an individual, as a human being. And perhaps your dignity, too. Bankruptcy requires you to tacitly admit that you screwed up. These debt elimination programs use the law and statutes to obtain your freedom and take back the power you don't even know you lost yet. Some people have *the lenders* pay for the program. You finally owe nothing for the program and sweet justice prevails. I just cashed out our cards and used that to pay for the fee to eliminate credit card debt. When you eliminate credit card debt, you are actually striking a blow for real freedom through debt elimination.

If you like to qualify for our program, you'll be able to talk to a REAL person who can give you the REAL information you'll need for REAL freedom and REAL debt elimination.

Appendix A: Citizens' Economic Stimulus Plan

Now to the Wall Street bailouts, the plan for the government to purchase preferred shares in banks, and the takeovers of Fannie Mae, Freddie Mac, and AIG, may be added the intention announced last night that the government will throw another \$20 billion at Citibank, the nation's largest financial institution.

The announcement came after Citibank's stock fell 60 percent last week to \$3.77 a share. Of course it won't help the 50,000 people Citibank is laying off, but, hey, no plan is perfect.

Meanwhile, almost nothing has been done to help the consumers within the producing economy who have lost trillions of dollars in the stock market crash, seen the value of their homes fall in many cases below what they owe on their mortgages, and lost jobs or health benefits through the escalating recession. Fannie Mae, which over the weekend sponsored a Walk for the Homeless in Washington, D.C., an event that drew thousands of participants, had announced the previous day that it was placing a moratorium on further home foreclosures until after the Christmas and New Year's holidays. Wow, thanks.

But what then? Everyone agrees that the recession will be long and deep, not only in the U.S. but in nations that export to us. The Federal Reserve can only go so far in cutting interest rates, because at a certain point nations such as China which have floated the Federal deficit will no longer lend.

Besides, what good are low interest rates if borrowers can't even afford to repay the principle, which is the situation so many of us find ourselves in today? Japan found that out in the 1990s, leading to a recession that lasted a decade.

So what are ordinary people to do who have families to feed, rent or mortgages to pay that are still inflated from the collapsed housing bubble, unmet medical or insurance expenses, or may be trying to get their kids through college? Should we go deeper into debt when U.S. households, businesses, and government already owe in the neighborhood of \$60 trillion (excluding federal unfunded debt liabilities), almost five times the GDP? Banks have cut back on lending anyway.

Then there are the jobs programs. The Senators who bowed down to Secretary of the Treasury Henry Paulson when he came to extort \$700 billion for Wall Street scolded the Big Three automakers who came seeking help in salvaging an industry that still employees millions. But maybe by cutting worker wages and benefits the carmakers will be able to limp along a while longer.

Or maybe we should wait to see if president-elect Barack Obama gets his economic stimulus plan through Congress after he is inaugurated. Granted the plan may result in some new jobs a few years down the road once the additional federal borrowing to pay for it works its way through the economy. But will America still be alive by then?

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Ladies and gentlemen, the financial system has destroyed America. And really and honestly, the folks in Washington, both those arriving and those departing, don't know what to do.

I have argued in recent articles that the government should implement what I have modestly called the "Cook Plan," whereby a dividend similar to the Alaska Permanent Fund would be paid to every U.S. citizen at the rate of \$1,000 per month in vouchers for food, housing, and other necessities of life.

This dividend would be paid out of the U.S. Treasury, where I used to work, from an emergency self-financed account without recourse to taxes or government debt. The dividend would constitute each citizen's fair share of the producing potential of the economy, as advocated by Social Credit reformers in the British Commonwealth nations for decades. The vouchers could then be deposited in a new network of community savings banks that would revitalize local economies through lending at zero-percent interest, charging only administrative fees and a small amount of lending insurance for access to capital.

Such a system would provide recompense for the vast amounts of money stolen from citizens' pockets due to a lifetime of borrowing from financial institutions which are now looting our children's and grandchildren's heritage to pay for generations of abuse. This abuse has taken place under a debt-based monetary system by which banks create money out of thin air, then charge the rest of us interest to utilize it for survival. This system has operated for almost a century under the auspices of a Federal Reserve System accountable to no one.

The "Cook Plan" would bring real reform to a system that has collapsed. The plan would begin to correct the primary cause of the recession, which is the steep decline of consumer purchasing power.

Of course I am not so deluded as to believe Congress or the incoming Obama administration would implement it. Why would the politicians turn against a financial system which paid their way into office? As indicated by the announcement that Obama will appoint Timothy Geithner, president of the Federal Reserve Bank of New York, as his treasury secretary, it's the banking system that will continue to oversee the government, not the other way around. Even so, I would be happy to explain the "Cook Plan" to Mr. Geithner—for free.

But the citizens must do something. How can we just sit and wait while the financial monopolists smother the economy to death in order to protect their wealth and privileges? The least they could do is declare a moratorium on debt payment until the economy is functioning again or cancel the most egregious types of debt-abuse, such as credit card or student debt.

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But they are not likely to do this either. So citizens' can be forgiven if they simply stop paying. Many home purchasers are already doing this—turning in the keys to their homes and driving away. Who can blame them?

But the worst of the debt may be credit card debt, where the controls on interest rates and penalty charges were lifted long ago and the government stopped providing a tax deduction for interest paid. In many cases, interest on credit cards is 28 percent or more, which means that even by making the minimum required payment, consumers see their balances grow each month. That the politicians could continue to allow such evil to exist is astounding but proves who their masters are.

So until real relief is forthcoming, citizens who are in distress should simply destroy their credit cards and stop paying the monthly bills. People are already doing this. Arrearages and defaults are climbing, and credit card debt is starting to be viewed as the next bubble to burst. But so what? If people have to use a credit card, that means they can't really afford to buy whatever it is they think they want. If they can afford it, they should use a debit card instead.

Then tell the credit card company you cannot pay. Ask them to write off some or all of the debt, and if they want to take you to court, go on your own and defend yourself. You don't need a lawyer, and you don't need anyone's permission. You also don't need to go through the horrendous "reformed" bankruptcy system the credit card companies got Congress to pass in 2005. Failure to pay credit card debt is not, thank God, a crime in this country, and there are no debtors' prisons—yet.

Besides, if people do not pay credit card debt, that money remains in circulation. So default is actually a form of patriotism in today's trying circumstances. And the credit card companies really don't lose anything, since the money didn't exist before they lent it to people who are now broke.

Where I used to live in the country in rural Virginia, the story was going around about a farmer who fell down in the pen where he was feeding his pigs, and the pigs ate him. That is what has been happening in this country. The financial industry which is now swilling at the public trough has been eating alive a nation that was once "the land of the free and the home of the brave."

By Richard C. Cook and Republished by permission of the author. Richard C. Cook

Appendix B: Debt Elimination—Statutes and Codes

31 U.S.C. 9304-9308

Section 9306 updated February 11, 2000

31 U.S.C. 9304-9308 ACT OF CONGRESS OF JULY 30, 1947, AS AMENDED (U.S. CODE, TITLE 31, SECTIONS 9304-9308) AUTHORIZING THE ACCEPTANCE OF CORPORATE SURETY COMPANIES ON BONDS GIVEN TO THE UNITED STATES

Sec. 9304. Surety corporations

(a) When a law of the United States Government requires or permits a person to give a surety bond through a surety, the person satisfies the law if the surety bond is provided for the person by a corporation—

(1) incorporated under the laws of—

(A) the United States; or

(B) a State, the District of Columbia, or a territory or possession of the United States;

(2) that may under those laws guarantee—

(A) the fidelity of persons holding positions of trust; and

(B) bonds and undertakings in judicial proceedings; and

(3) complying with sections 9305 and 9306 of this title.

(b) Each surety bond shall be approved by the official of the Government required to approve or accept the bond. The official may not require that the surety bond be given through a guaranty corporation or through any particular guaranty corporation.

Sec. 9305. Authority and revocation of authority of surety corporations

(a) Before becoming a surety under section 9304 of this title, a surety corporation must file with the Secretary of the Treasury--

(1) a copy of the articles of incorporation of the corporation; and

(2) a statement of the assets and liabilities of the corporation signed and sworn to by the president and secretary of the corporation.

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(b) The Secretary may authorize in writing a surety corporation to provide surety bonds under section 9304 of this title if the Secretary decides that--

(1) the articles of incorporation of the corporation authorize the corporation to do business described in section 9304(a)(2) of this title;

(2) the corporation has paid-up capital of at least \$250,000 in cash or its equivalent; and

(3) the corporation is able to carry out its contracts.

(c) A surety corporation authorized under subsection (b) of this section to provide surety bonds shall file with the Secretary each January, April, July, and October a statement of the assets and liabilities of the corporation signed and sworn to by the president and secretary of the corporation.

(d) The Secretary--

(1) shall revoke the authority of a surety corporation to do new business if the Secretary decides the corporation is insolvent or is in violation of this section or section 9304 or 9306 of this title;

(2) may investigate the solvency of a surety corporation at any time; and

(3) may require additional security from the person required to provide a surety bond if the Secretary decides that a surety corporation no longer is sufficient security.

(e) A surety corporation providing a surety bond under section 9304 of this title may not provide any additional bond under that section if—

(1) the corporation does not pay a final judgment or order against it on the bond; and

(2) no appeal or stay of the judgment or order is pending 30 days after the judgment or order is entered.

Sec. 9306. Surety corporations acting outside area of incorporation and place of principal office

(a) A surety corporation may provide a surety bond under section 9304 of this title in a judicial district outside the State, the District of Columbia, or a territory or possession of the United States under whose laws it was incorporated and in which its principal office is located only if the corporation has a resident agent for service of process for that district. The resident agent—

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(1) may be an official of the State, the District of Columbia, the territory or possession in which the court sits who is authorized or appointed under the law of the State, District, territory or possession to receive service of process on the corporation; or

(2) may be an individual who resides in the jurisdiction of the district court for the district in which a surety bond is to be provided and who is appointed by the corporation as provided in subsection (b);

(b) If the surety corporation meets the requirement of subsection (a) by appointing an individual under subsection (a)(2), the surety corporation shall file a certified copy of the power of attorney with the clerk of the district court for the district in which a surety bond is to be given at each place the court sits. A copy of the power of attorney may be used as evidence in a civil action under section 9307 of this title.

(c) A surety corporation authorized under subsection (b) of this section to provide surety bonds shall file with the Secretary each January, April, July, and October a statement of the assets and liabilities of the corporation signed and sworn to by the president and secretary of the corporation.

(1) If a resident agent is removed, resigns, dies, or becomes disabled, the surety corporation shall appoint another agent as described in this section.

(2) Until an appointment is made under paragraph (1) of this subsection or during an absence of an agent from the district in which the surety bond is given, service of process may be made on the clerk of the court in which a civil action against the corporation is brought. The official serving process on the clerk of the court—

(A) immediately shall mail a copy of the process to the corporation; and
(B) shall state in the official's return that the official served the process on the clerk of the court.

(3) A judgment or order of a court entered or made after service of process under this section is as valid as if the corporation were served in the judicial district of the court.

Sec. 9307. Civil actions and judgments against surety corporations

(a)

(1) A surety corporation providing a surety bond under section 9304 of this title may be sued in a court of the United States having jurisdiction of civil actions on surety bonds in—

(A) the judicial district in which the surety bond was provided;

or

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(B) the district in which the principal office of the corporation is located.

(2) Under sections 9304-9308 of this title, a surety bond is deemed to be provided in the district—

(A) in which the principal office of the surety corporation is located;

(B) to which the surety bond is returnable;

(C) in which the surety bond is filed; and

(D) in which the person required to provide a surety bond resided when the bond was provided.

(b) In a proceeding against a surety corporation providing a surety bond under section 9304 of this title, the corporation may not deny its power to provide a surety bond or to assume liability.

Sec. 9308. Civil penalty

A surety corporation is liable to the United States Government for a civil penalty of at least \$500 but not more than \$5,000 for violating section 9304, 9305, or 9306 of this title. A civil action under this section may be brought in a judicial district in which a civil action may be brought against the corporation under section 9307 of this title. A penalty imposed under this section does not affect the validity of a contract made by the surety corporation.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 1049.)

Appendix C: Bankruptcy

The Facts You Should Know About Bankruptcy

Bankruptcy is set in place for individuals or businesses to obtain relief from debts that they can no longer pay. While we don't advocate filing bankruptcy unless it is a last resort, this page will answer some questions to possibly help you decide if it is right for you. You should be aware that Bankruptcy is often abused.

People file Bankruptcy as a way to escape debts when it may not be necessary. Always consider all of your options such as Debt Negotiations & Debt Management plans. Bankruptcy is final and will remain on your credit for 7 to 10 years depending on chapter filed. You can consider negotiating your debts which will have less impact on your credit. You should not attempt debt negotiations if you do not have adequate funds to pay a settlement or reduced payoff. If you have no income and you cannot qualify for a debt management program, Bankruptcy may be a good option at that point.

The Bankruptcy Process

Federal courts have exclusive jurisdiction over bankruptcy cases. Bankruptcy cases cannot be filed in state court. Each of the 94 federal judicial districts handles bankruptcy matters. The primary purposes of the law of bankruptcy are: (1) to give an honest debtor a "fresh start" in life by relieving the debtor of most debts, and (2) to repay creditors in an orderly manner to the extent that the debtor has property available for payment. What is the automatic stay: Code 362 of the Bankruptcy code. It is an enforcement to disallow creditors at the attempt to collect certain debts (pre petition or possibly post petition debts) included in the bankruptcy. Basically it means any attempt to collect a debt involved in a bankruptcy can be a violation of the automatic stay or discharge injunction.

The automatic stay prohibits:

(1) Creditors cannot attempt to collect debts listed in a Bankruptcy or they risk violating the automatic stay. Even an attempt to collect post petition debts may be prohibited while the debtor is in bankruptcy. Judgments that are pre-petition (filed before bankruptcy) are uncollectible. No repossession or selling of property is allowed until the automatic stay is lifted or the bankruptcy is discharged.

(2) The starting or continuing of any administrative or Judicial actions against the debtor that was started before the bankruptcy was petition was filed. All action must cease the second the petition is filed with the courts.

(3) Enforcing a pre-petition judgment against the debtor or anything that is considered property of the estate is prohibited. (11 USC Section 362 (a) (2)).

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(4) Any action to obtain possession or to try an exercise control is prohibited.

(5) Any act to attempt to perfect a lien or enforce a lien against the property of the estate. The purpose of the automatic stay is to give the debtor breathing room to liquidate or protect his assets under a chapter 7 or to set up a plan under a 13,12, or 11.

The automatic stay is in effect at the beginning of filing a Bankruptcy petition and lasts until discharge is granted, a dismissal occurs or if a motion for relief is granted. A creditor may try to obtain relief from the stay if the debtor has no equity in the property involved and the property is not necessary for a successful reorganization of the debtors finances or if there is lack of adequate protection for the creditor.

Lack of adequate protection can be several things. No insurance on a vehicle or inadequate insurance such as comp and collision, then the creditor may ask for relief because his security interest is unprotected. No equity in property. The property you are trying to protect has no equity and the creditor can seek relief on that basis. Delinquency: this can be a car or secured loan that is delinquent which is causing a depreciation plus no payments being made. This can be a valid reason for asking for relief from the stay. No registration or drivers license for the vehicle. If a creditor violates the automatic stay, a judge can award attorneys fees and actual damages along with punitive damages.

If a creditor gets a notice of a bankruptcy they can send a reaffirmation request to your attorney. If the attorney does not acknowledge the request then the creditor can show up at the 341 hearing and ask then. Many times creditors will ask a debtor to reaffirm with them. This is allowed if approved by the courts. Creditors cannot enforce a reaffirmation that has not been approved by the courts. That would be considered attempting to collect a bankruptcy debt. If you take out a debt for the sole purpose of paying taxes, That debt may be Nondischargeable.

Debts that may not be dischargeable in a bankruptcy:

- Child support or alimony.
- Student Loans unless court agrees it will cause undue hardship to the debtor or his family.
- Taxes unless they are over 3 years old or more.
- Fraud. You lied on an application or some type of fraud was involved. False financial statement etc.
- Debts not listed may not be dischargeable if the debtor was fully aware of them and did not list or notify creditor.
- Debts incurred to pay federal taxes.

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- Credit cards used within 60 days for anything other than absolute necessities. This is a common mistake consumers make.
- Debts that were included in a previous bankruptcy that was dismissed within the preceding 180 days.
- Unexplained disappearance of assets.
- Abuse of the bankruptcy process.
- Other creditors can try to have your bankruptcy dismissed if they find you showed preference to other creditors over them.

Debts that are non-dischargeable generally fall into the following categories:

- Individual income taxes that are assessed within three years of the filing but remain unpaid.
- Debts that have been incurred by the use of false financial statements or by the use of other false pretenses.
- Unscheduled debts in other words, debts that the debtor failed to schedule as required at the start of the bankruptcy case.
- Debts that arise from fraud or embezzlement, or from the misuse of funds when the debtor was acting as a fiduciary. For example, embezzling money from a relative's trust fund over which the debtor had control.
- Alimony maintenance and child support.
- Any debt incurred from willful or malicious injury are generally non-dischargeable.
- Fines and penalties are non-dischargeable.
- Most educational loans cannot be discharged although a hardship exception allows a debtor to avoid certain educational loans.
- Debts for luxury goods or services over \$1,000 incurred within 60 days of the court's order of relief.
- Debts for cash advances in excess of \$1,000 on credit cards incurred within 60 days of the court's order of relief.
- Debts arising from a judgment incurred from drunk driving.

The three R's:

The three R's are actions you take in regards to a particular debt.

- Redeem: you pay balance in one lump sum to creditor

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- Rescind: you give back the property to the creditor
- Reaffirm: make a new court approved contract and repay

You can make a voluntary repayment plan with a creditor without the court's approval as long as it is not considered preference. This may be beneficial to you because unlike the reaffirmation, you can stop paying at any time and the creditor cannot attempt to collect. That is because it was solely voluntary and not a reaffirmation. If you plan on reaffirming, make sure you want this! Once the court approves it, it is considered a new debt! Creditors risk a lot by doing reaffirmation not approved by the courts. Sears was sued for \$400 million over a \$300.00 debt all because they did not get court approved reaffirmation and then proceeded to collect when the debtor stopped paying. Although most Debts can be discharged in a bankruptcy, certain debts are not dischargeable by individuals in a Chapter 7 liquidation. Other debts that are normally dischargeable may be denied a discharge, generally because of the actions of the debtor.

Cross Collateral Clauses

Many banks and Credit unions have enacted the CCC—Cross Collateral Clause. If you are subject to one it must be in your contract or terms and disclosures and be obviously displayed. A CCC is a clause that allows the creditor to secure your unsecured debts with other secured loans that the creditor may hold for you. A common use of this is if you have an auto loan and a line of credit or visa. While it does not stand up well against visas because of regulation Z, it does stand up against most unsecured debts. That means if you file bankruptcy and think you are going to reaffirm the car, the creditor can also demand that you reaffirm the visa or they can literally hold your title hostage. This method however, cannot be used with mortgages or the creditor will lose all future rights to offset the mortgage, should they attempt to offset payments by enforcing the CC clause.

What if I filed bankruptcy and it was dismissed. What is the statute of limitations, the date last paid before the bankruptcy or the date of the bankruptcy petition to promise repayment? Here is an excellent article that answers just that.

Bankruptcy, Dismissal and Statutes Of Limitation: A Landmine For The Unwary

A recent opinion issued by the North Carolina Court of Appeals should serve to remind all creditors of the necessity of vigilance when a debtor is in bankruptcy. In *Person Earth Movers, Inc. v. Buckland*, N.C. App. , 525 S.E.2d 230 (2000), the Court reviewed a matter in which a contractor performed work which was billed in a lump sum in August, 1989. The bill was not paid and in March, 1992, the contractor filed a petition for bankruptcy seeking protection under Chapter 13 of the United States Bankruptcy Code. In his petition, the debtor, who disputed the amount owed, did not list Person Earth Movers as a creditor. Aware of the bankruptcy, Person Earth Movers went ahead and filed a Proof of Claim which was allowed by the Trustee.

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Over the course of the bankruptcy, the Trustee made payments totaling approximately 10% of the debt. The debtor's bankruptcy was dismissed in March, 1994 and Person Earth Movers filed a state court action to collect the debt in December, 1994. The trial court denied the debtor's motion to dismiss the matter. The motion was based on the affirmative defense that the statute of limitations within which the action could be brought had run. After an award for Person Earth Movers, the debtor appealed, based upon the trial court's denial of the motion to dismiss. The Court of Appeals agreed with the debtor and ordered that this matter be dismissed, i.e. no award for Person Earth Mover.

So, what does this mean for creditors? It means that a creditor has three years in which to bring an action on a contract, unless the contract is signed under seal. The clock starts ticking the date the contract is breached. If a debtor files for protection from the bankruptcy court, then the clock essentially stops ticking, a sort of suspended animation. The key is that if the debtor does not complete the bankruptcy and is dismissed, as opposed to having the debt discharged, then the clock instantly begins ticking again, at the precise point in time where it stopped. Using Person Earth Movers as an example, the breach occurred the day the bill was due and went unpaid (August, 1989). The clock ticked up to the date the bankruptcy was filed - the Court computed this as being two years and 267 days. Simple math tells us that 98 days remained on the clock at the time the bankruptcy was filed.

When the debtor's bankruptcy was dismissed on March 4, 1994, the clock began to tick again. In mid-June, the statute of limitations, the time in which the creditor could bring the lawsuit expired. As noted earlier, the creditor did not bring the action until December 1, 1994. The primary argument the creditor raised in attempting to overcome the statute of limitations problem was that the payments made by the Trustee served to reaffirm the debt and start the statute of limitation clock again. The Court rejected this argument.

Reaffirmation requires a voluntary action by the debtor which essentially serves as an admission that the money is owed. The Court determined that the debtor has no control over what debts the Trustee decides to pay and therefore, the debtor cannot be said to have reaffirmed the debt. The Trustee is not an agent of the debtor. Therefore, there is no reaffirmation by the debtor and the statute of limitations is not re-started. The moral of this story is, "always monitor bankruptcies carefully and be very aware of the statutes of limitations". It is not all that unusual for a Chapter 11 or Chapter 13 bankruptcy to be dismissed, so to preserve a claim, creditors must be vigilant in watching for notices of dismissal and know the difference between a "dismissal" and a "discharge."

Contributed by James R. Vann

Appendix D: How Do I Clean Up My Credit?

Credit reporting agencies operate under the same rules of commerce as everybody else. As always, it is wise to take a breath, get groundwork laid, get educated, stay educated and handle deliberately, step by step, whatever is in front of you.

Debt is one of the biggest worries for most families and small businesses. Qualified professionals may have solutions to help set you free from debts forever through debt elimination. Not debt consolidation, not debt management--debt elimination! It's real and thousands of people just like you have taken back their life through debt elimination. The process is legal and ethical. Now you can assume control of your own corporation as is your legal birthright. In today's extreme challenges on all levels, the one thing you can do is to try to get rid of your debts to free up money for the basics and you can start now. (What can you do facing a world-wide recession/depression?) Besides stocking up on supplies and all the basic survival suggestions, also make sure your debts are taken care of so you are debt-free. Our debt elimination program is one way to do this.

Credit Repair Secrets

If you're like most Consumers, your problem right now is that you DON'T know "HOW" the system works. For example...

Are you aware that the credit report banks and businesses get to see has about TWICE the financial information compared to the credit report you receive from the credit bureaus?

That's right. In most cases, the credit bureaus send a much more detailed report to businesses than they send to you. A bit deceiving, isn't it?

This is why banks and businesses (except mortgage lenders) will NEVER give you a copy of "your" credit report. Nope. They'll look you in the face and tell you to request your own copy from the credit bureau (If you don't believe me, next time you get turned down for credit, ask them for a copy of your credit report and see what they say).

The credit system is full of "little secrets" like this. Most people find them frustrating. However, I enjoy showing consumers like you how to take each one of these secrets and use it to your advantage. For example, regardless of your current credit situation, I'll show you how it's possible to delete negative items off your credit report, fill your wallet full of credit cards and build a credit score so high even your banker will be impressed!

Like many of my clients, don't be surprised if your friends and family begin begging you to take their money to help them build their credit once they see how you're able to "work" the system. Believe it or not, fixing and building your credit is just like anything else in life; It's Easy—Once You Know How.

Appendix E: Accounting of Bad Debt

Bad Debt Expense and Allowance for Bad Debt

To account for uncollectible receivables in accordance with Generally Accepted Accounting Principles (GAAP)

Bad Debt Expense is an expense resulting from uncollectible accounts receivable. These expenses are estimated and recorded to match revenue and expense in the month of sale. This entry should be done so that the income statement and balance sheet are fairly stated at the amount expected to be collected in receivables satisfying the matching principle. The entry creates a contra accounts receivable balance. When netted against the gross total of accounts receivable, the true value of the receivables is reported.

Bad Debt can be recorded via the allowance method, or the direct method.

The allowance for bad debt measures receivables not expected to be collected. Often, it is not known which accounts receivable will be uncollectible, so the allowance account is used instead of accounts receivable. On the balance sheet the allowance is a deduction from accounts receivable and is considered a contra asset.

To estimate the amount of bad debt to accrue into the allowance each period, the following is one acceptable method.

Use the actual write-off amount of the previous year and divide it by total credit sales in the same year.

RATIONALE: To account for uncollectible receivables in accordance with Generally Accepted Accounting Principles (GAAP). Bad Debt Expense is an expense resulting from uncollectible accounts receivable. These expenses are estimated and recorded to match revenue and expense in the month of sale. This entry should be done so that the income statement and balance sheet are fairly stated at the amount expected to be collected in receivables satisfying the matching principleⁱ. The entry creates a contra accounts receivable balance. When netted against the gross total of accounts receivable, the true value of the receivables is reported.

ASOP: Bad Debt can be recorded via the allowance method, or the direct method.

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Integrating the entire example, the correct entry is as follows:

	Object Code	Debit	Credit
AVAD Bad Debt Expense	5105	\$531.00	
Allowance for Bad Debt	8950		\$531.00

To record the actual write-off, the following method is acceptable. When the write-off in a fiscal year is known, an actual invoice must be eliminated from the detail of accounts receivable. A debit (decrease) to allowance for bad debt and a credit (decrease) to accounts receivable must be made so the receivables balance is decreased appropriately.

Actual write-off entry:

<i>Example: Invoices that have been</i>	C.J. Cox Company	\$3,120.00	
	<i>Determined to be uncollectible=Gossic Sales</i>		\$1,453.00
	<i>Perry Incorporated</i>	\$1,559.00	
	<i>Total</i>		\$6,132.00

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The entry made when the invoices are determined to be uncollectible is:

	Object Code	Debit	Credit
AVAD Allow. for Bad Debt	8950	\$6,132.00	
Accounts Receivable	81XX		\$6,132.00

In some cases, the Allowance for Bad Debt might be significantly higher or lower than the actual amount of uncollectible invoices. In This case, adjustments must be made to the Allowance account so a fair representation of uncollectibles is shown.

Example: Allowance for Bad Debt *\$100,000*

Estimated future uncollectible invoices *\$25,000*

If \$100,000 was in the Allowance for Bad Debt, and only \$25,000 of Accounts Receivable was estimated to be uncollectible in the future, the allowance is unfairly representative of your future estimated uncollectible accounts. In this case, a reduction to the allowance for Bad Debt and Bad Debt Expense is necessary.

	Object Code	Debit	Credit
AVAD Allowance for Bad Debt	8950	\$75,000.00	

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Bad Debt Expense	5105	\$75,000.00
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Example: Allowance for Bad Debt \$25,000

Estimated future uncollectible invoices \$45,000

If \$25,000 was in the Allowance for Bad Debt, and \$45,000 of Accounts Receivable was estimated to be uncollectible in the future, the allowance is unfairly representative of your future estimated uncollectible accounts. In this case, an increase to the Allowance for Bad Debt and Bad Debt Expense is necessary.

	Object Code	Debit	Credit
AVAD Bad Debt Expense	5105	\$20,000.00	
Allowance for Bad Debt	8950		\$20,000.00

Direct Method

The direct method writes off an invoice directly to Accounts Receivable when it is deemed to be uncollectible. an allowance is not set up to estimate any future uncollectibles that occurred in the month of sale. The direct method does not conform to the matching principle and therefore is not in compliance with GAAP. The direct method should only be used when uncollectible invoices can be estimated to be an immaterial amount.

Example: Unpaid accounts receivable over 2 years old for the amount of \$4,679.08.

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Entry: To write-off an uncollectible invoice

	Object Code	Debit	Credit
AVAD Bad Debt Expense	5105	\$4,679.08	
Accounts Receivable	81XX		\$4,679.08

"The matching principle means that revenues generated and expenses incurred in generating those revenues should be reported in the same income statement. Revenues for an accounting period are recognized in accordance with the realization principle. Then the expenses incurred in generating those revenues are determined in accordance with the matching principle. Thus, expenses are reported in the income statement for the accounting period in which the related revenues are recognized." (Intermediate Accounting, by Chasteen, Flaherty, and O'Conner; 1992; McGraw-Hill, Inc.; p.60).

Appendix F: Debtors' Rights in Dealing with Debt Collectors

False Statements and Fraudulent Debt Collection Practices

A federal statute known as the Fair Debt Collection Practices Act (often called the "FDCPA") gives you specific legal rights to sue debt collectors who unlawfully threaten, berate, intimidate or harass you; call you during odd hours, make false representations about the debt or their intentions, or otherwise act in ways proscribed by the act (and there are many). False statements may include threats to:

Attach your wages when unlawful or not intended.

This includes threats to take more wages than is permitted by the federal limitation (wage attachment for a credit card debt, a non-student loan or for an obligation that is not support is generally illegal in many States, however, now that law has been expanded to rent and lease damages in some cases—you should check the statute to be sure);

- Contact your employer about the debt;
- Call you "every day until the debt is paid;"
- Sell the debt to another company for the purposes of continuing collection on a time-barred debt;
- Contact neighbors about the debt;
- Contact the Immigration and Naturalization Service about your alien status;
- Threaten imprisonment or criminal punishment;
- Report a financed vehicle as "stolen" because you missed one or more vehicle payments;
- File or threaten to file criminal bad check charges on a post dated check that the collector solicited from you;
- Immediate eviction (by an agent for a landlord); lockout, or seizure of personal property where such relief is limited by state law;
- A disguised threat of suit e.g. A collector requested "settlement prior to possible legal action" where the collection agency had no authority to sue or to retain counsel was held by a Federal District Court in Connecticut to be deceptive and in violation of the FDCPA.

Here's one you may not have anticipated:

- A threat implying that the collection agency has multiple employees or investigators working to collect the debt, where only one or two people work for the agency.
- Threats to collect or sue for "collection costs," "attorney's fees," (see also below) interest not pre-agreed to in excess of that allowed by statute, "fines," or any other fee in excess of the actual amount due, unless the original agreement provides for the amount the collector threatens to collect. For instance, the collector cannot threaten to add attorney's fees or his fees where the agreement you signed does not

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specifically provide for them. Let's say you went to the dentist and just signed consent form and a medical history. You agreed to pay for all charges if your insurance did not. Nothing is mentioned about anything else. The collector cannot add any other fees or even and especially, his costs, *late fees* or other charges.

- Threats adding "collection costs, attorney's fees" and similar additional charges have also been held to be deceptive and misleading, because they do not state exactly what debt is being sought.
- Sue or bring any kind of legal action where the threat is not followed through (i.e. a scare tactic), or any number or other threats designed to demoralize, humiliate, degrade; embarrass or intimidate a debtor into payment.
- Any threat where the collector says he is legal counsel or an attorney/lawyer when he is not;
- The threat or attempt to mislead a debtor that a claim will be transferred to an attorney or separate department of a collector (e.g. "This will be transferred to our legal department for further action"). Letters misrepresenting that the account has been transferred to an attorney may include an attorney's letterhead with threats of legal action. Have you ever received a letter from a lawyer who purportedly collects for a major creditor? Has the lawyer been out-of-state? Has the lawyer threatened to sue if payment was not made?

Other Little-Known Tactics that are Illegal

It is unlawful under the FDCPA to threaten suit if no such action is intended. The attorney cannot sue you in a state that is not your home state, under the FDCPA. Therefore, the threat is an empty one. Empty threats are punishable under the FDCPA!

It is unlawful for such a letter to be sent unless the lawyer reviews the letter? Do you believe that when thousands of letters issued the lawyer reviews each one? Where the correspondence is not reviewed by counsel, the correspondence violates the FDCPA.

Look at the letters you receive from lawyers. Were they signed by hand? If not, perhaps they were not reviewed by a lawyer. You may have a case under the FDCPA.

The collector's threat to "make this go legal" or to "turn the matter over to the legal department" may violate the FDCPA where the collector has no legal department. Do you think that the collector may be a collection operation only? If so, perhaps they have no legal department, i.e., the legal aspect is handled outside of the company. In this scenario is another violation of the FDCPA.

It is also a violation to send a letter stating that the collector will "recommend litigation" or "advise the creditor to sue." Some of such correspondence has been found to violate the FDCPA because it, in essence purports to give legal advice to the creditor. The collector is not permitted to give legal advice, unless, of course, if the collector is an attorney himself.

The Least Sophisticated Consumer Standard

Did you also know that it does not matter if you believed the threats or that a person of your intelligence would not have believed the threats (i.e. the collector threatens to have you arrested for not paying the creditor. You as an intelligent consumer believe the threat is ridiculous since the U.S. Constitution prohibits such actions). The FDCPA's standard is the "least sophisticated consumer standard." That is, would anyone believe the threat.

This would be enough to sustain the standard and your burden of proof if the court believes that the threat occurred.

Supporting Case Law

The concept of deception protects even the ignorant, unthinking and the credulous, least sophisticated consumer. See *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168 (11th Cir. 1985)

It is also unlawful to sue a consumer in a jurisdiction that is not the jurisdiction where the consumer resides or the one in which the contract was made. Example: PA R&D Enterprises, Inc. and their sister corporation Judgment Busters, Inc. (pretty despicable sounding name, huh?) seems to be in the business of purchasing uncollectible judgments. In one case, PA R&D purchased a judgment for rent against a consumer in Delaware County, PA. PA R&D exported the judgment to Luzerne County, some 115 miles away from the consumer. PA R&D then added \$1,000 to the judgment as "attorney's fees." There was a slight problem: Neither PA R&D nor its officer was an attorney. In effect, they gave themselves a pay raise, just like Congress! PA R&D decided the judgment should be higher than it was, so it just put it in the Luzerne County judgment! Wow, neat trick PA R&D! PA R&D also took the judgment to a remote location which also violated the FDCPA 1692i PA R&D and executed on the consumer's wages for the greater amount. The employer balked (luckily), but the matter became moot when the consumer left the employment of the employer. This case was recently filed as an adversary proceeding (a civil action) before the Bankruptcy Court for the Eastern District of Pennsylvania. The matter is pending and awaiting an Answer from the defendants, which include PA R&D, Judgment Busters and certain officers of the corporations. The complaint alleges violations of the FDCPA, Pennsylvania Fair Trade Practices Act, and common law fraud.

For the Fair Debt Collection Practices Act list of false statements, see: 1692e. False or misleading representations.

The courts have decided thousands of cases on the subject and it is impossible to list all prohibited types of threats. Suffice it to say that if it seems wrong, it is worth speaking to a consumer protection lawyer in your area.

We have seen many instances of this type of conduct and can help you recover money. There are literally dozens of ways in which a debt collector can break the law. Each time a collector breaks the law, you may be entitled to damages in an amount commensurate with

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the gravity of the violation (however, most courts limit the liquidated damages to one instance in each case-see your lawyer about this). Some collectors have gone so far as to threaten arrest, jail, or harm to loved ones, including informing friends and work associates of the debtor's financial embarrassment. Any threat to do something that is not allowed by law is grievous and actionable (you can bring suit).

The "Mini-Miranda Warning"

Each time a debt collector contacts you, he must give you what is known as a "Mini-Miranda Warning" This warning received that name because it is reminiscent of the warnings that police should give you if you are arrested, however, "Mini-Miranda Warnings" have nothing to do with criminal law. A "Mini-Miranda Warning must contain the following words (or words imparting this meaning):

"Hello, I am _____(name of collector). I am (or this office is) a debt collector representing _____(creditor). Information obtained during the course of this call will be used for the purpose of collecting the debt."

If the creditor has not been advising you as above, you may have a right to sue. Letters you receive in the mail from collectors also must contain similar warnings such as:

"This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless within 30 days of your receipt of this notice, you notify us that you dispute the validity of this debt, it will be assumed to be correct. If you notify this office within thirty days that you dispute the validity of the debt, we will obtain verification of the debt or a copy of the judgment. If you request it within 30 days, we will provide you with the name and address of the original creditor (if different from the current creditor)."

If the letter does not state the above, or words similar or close to the above, you may also have a right of action. Furthermore, did you know that no bill collector or creditor has the right to contact any third person about your debt, except to get information solely to locate you? This means that if a bill collector or a creditor tells any except you that you owe them money, they too can be sued.

Debt Collector's Calls at Work

The FDCPA states:

"Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt"

Simply put, anyone can stop collectors from harassing them at work by putting the collector on notice that the employer of the consumer does not permit him or her to receive the calls.

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Do you think your employer allows you to be harassed at work?

Is this why you are paid? Probably not! Tell the debt collector this and confirm it in a letter! Then make notes as to each time the collector violates this warning. Bring your notes to your attorney and have him use it against the collector in court.

Your Rights to Stop Harassment by the Debt Collectors

Insofar as collectors are concerned, **there is no reason why:**

- You need to discuss anything with a collector if you know you cannot pay;
- You have to answer a phone for a collector (this works with caller ID).
- You have to speak with the collector if you do answer.
- You have to answer any questions posed by the collector.
- You have to say "good-bye" before you hang up.
- You have to be truthful about your personal and financial affairs (you do not have to disclose private information about assets or income).

Important: There is no reason you need to acknowledge that you owe the money! This is very important if the debt is old. **By acknowledging the debt, you may actually extend the time the creditor can sue on it.**

All states have statutes of limitations on debt collecting. A few states are more than six years. Many are less.

You can extend this limitation by acknowledge the debt or even by making a partial payment!

In fact, you do not even need a lawyer to stop collectors from calling you (although one is very helpful)! All you need to do is to mail the creditor or collector a cease communication letter. This request can be made any time, but it must be made in writing. It is always preferable to send the request by certified mail and keep a copy. This copy will be proof of your request should you need to sue the creditor. Once the collector receives your letter, they can only contact you to inform you of any action it intends to take or to tell you that it is terminating its efforts to collect the debt. This letter is enough you to legally stop further contact or dunning letters.

Validation of Debts and Sample Validation Request Form

The FDCPA provides that debts that are pursued by a debt collector be validated. Validation of the debt is every debtor's right. You don't need a reason. The fact that you request validation is quite enough to evoke to protection of the FDCPA. The Act provides that (paraphrasing, within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall (unless already provided in the initial contact), send the consumer a written notice containing -

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- (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; and
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt is disputed, the debt collector will obtain verification of the debt.

This means that if you write a debt validation request, a sample of which is available upon request, all communications **and enforcement** must stop until the debt is validated. Yes, that means lawsuits also.

What Happens if the Collector Refuses to Validate the Debt?

You should only be so lucky. If after a validation request under the FDCPA, the creditor refuses to cooperate, then the creditor may not legally collect the debt. If the collector does, then the law is violated and a suit for damages may be brought.

Such a suit was brought in federal court in New Jersey against MRS Associates, debt collectors for a company going by the name of Lake Cook Partners. Lake Cook engages in, what is known in the business as, "bottom feeding." Bottom feeding is a term used to mean the acquisition of "dead" or written off debts. Lake Cook purchases the debts from credit card companies (and perhaps other companies) for pennies on the dollar. Lake Cook then uses MRS Associates to make a debtor's life a living hell.

What if the debt collector ignores the request and collects the debt anyway?

That happened with MRS Associates.

MRS Associates was requested to validate a debt alleged owed by a husband of a client who received a bankruptcy discharge. The husband claimed that his wife had applied for the card, not him. Not that it would matter anyway; the husband was entitled to validation under the law. If validation was not forthcoming, too bad for the collector. MRS Associates believed that the burden was on the debtor since the card had been open for "21 years."

Note: MRS Associates stated that the debtor had the account for 21 years, the fact that it "is highly improbable" that MRS would have been able to get a copy of a document that the debtor signed 20 years ago did not excuse MRS from obtaining what validation that they could get. In this case, MRS did not even attempt to get anything. Perhaps MRS Associates did not want to be bothered to comply with federal law. I guess it's easier that way.

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Outcome: The foregoing message was in large part the reason that MRS settled with the debtor for \$4,500. Needless to say, the debt was never validated. The debtor would have been forced to pay over \$10,000.

Not even two weeks after the \$4,500 payment, the same client was contacted by Creditor's Interchange, Inc., ("CI") a debt collection outfit in Buffalo, NY. The collector calls this office and this is what transpires: A collection agent by the name of Richard Kerns who says he works for CI calls.

We answer the phone saying "law offices" as is called for by our business procedure

Kerns asked for the debtor (name withheld for privacy).

I identified myself as "Mr. (debtor's) attorney.

Kerns says, "I did not know he had an attorney."

Kerns is assured by me that I represent the debtor for all purposes.

Kerns asks if I am an attorney.

I tell him that I am and ask for debt validation.

Kerns then demands payment from the client.

Kerns states, "Validation? What validation? He owes a debt!"

Kerns then states, "Listen smart guy. You know what? I'm going to call your client!"

He does.

I learn that Kerns is collecting **the same debt that MRS was trying to collect**. As a matter of fact, the same creditor, Lake Cook, is now collecting under a different corporate name, Hilco Receivables.

Outcome: CI and Hilco settle the next case for \$5,000 for one phone call. That is \$9,500 in settlements paid to the same client on the same debt.

Damages Under the FDCPA

The FDCPA provides for a private right of action against violators. This means that you can get a lawyer and sue for damages. A partial list of damages that are awardable are:

Statutory damages up to \$1,000 for each case. This means that the violator can be charged even though there are no other damages (see below).

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Attorney's fees. You can make the violator pay for your lawyer. This is big advantage; lawyers are expensive!

Actual damages including:

- Stress related injuries:
- Heart attack, angina, chest constrictions;
- Miscarriage;
- Ulcers, diabetic flare-up;
- Shock;
- Loss of appetite;
- Crying;
- Nightmares; insomnia, night sweats;
- Emotional paralysis;
- Inability to think or function at work;
- Headaches;
- Anxiety, nervousness; fear and worry;
- Hypertension (elevation of blood pressure);
- Stress to children;
- Irritability;
- Hysteria;
- Embarrassment, humiliation;
- Indignation and pain and suffering.

And this is just a partial list!

Monetary Damages

Payment of a debt barred by the statute of limitations;

Taking one's property unlawfully or intimidating a debtor to return property by violating the Fair Debt Collections Practices Act, e.g. "If you do not return your DVD player to the store, we will bring criminal charges!"

Long distance telephone charges for phone calls to a collector who states that you must call him back.

Attorney's fees to defend a prior suit brought in violation of the Fair Debt Collections Practices Act;

Damages for intentional infliction of emotional distress generally (see above).

Your attorney may use medical (psychiatric/psychological) testimony, but does not need to. Damages for emotional distress can be claimed even without medical support. This does not mean they will always be believed, of course. It is up to the judge or jury to decide if the

plaintiff is telling the truth. Anyway, the plaintiff in the Fair Debt Collections Practices Act lawsuit starts with a tremendous advantage.

Fair Debt Collections Practices Act Cases, Complaint Forms and Their Results

The law states that Fair Debt Collections Practices Act cases can be brought in any court of competent jurisdiction. This means that you can bring actions against harassing collectors, and under some state laws, creditors as well, in small claims court even without an attorney. You do not need to use a small claims court; Federal District Courts are the natural "home" for this type of litigation. It is not recommended that you start an Fair Debt Collections Practices Act lawsuit without an attorney because it takes some fluency in the act to know what to ask of the court.

Many magistrates or small claims court judges are unfamiliar with the act. If you want to go ahead despite this warning, you can see how a typical action was brought in a District Justice Court in Pennsylvania. "DJ" Courts are generally small claims in PA, having jurisdiction up to \$8,000. This case was brought against a collector in New York for violations of the Fair Debt Collections Practices Act verification and cease communication provisions. The case settled for a gross sum of \$975.00 which included counsel fees of an unspecified amount.

In most cases, it is better to bring the case in U.S. District Court. This office recently sued a national law firm in the District Court in Philadelphia. The name of the firm is withheld out of courtesy, since the case was settled within four days after suing; at least the firm had the integrity to admit the error and correct it. This firm is engaged in debt collection practices on a national scale. They are based in Long Island, NY and has offices in Philadelphia and elsewhere. Their website claims they have "national ability." In reality, this "national ability" previously led to a previous class action against this firm (not brought by this office) which settled for more than \$453,000! (E.D. Pa. 2000). This firm, among other things, threatened have an agent of theirs "come to [the plaintiff's] house" and inventory all of plaintiff's personal property for sale! Jeez! What power! What abuse! Of course, this made plaintiff's wife panic. It also did not sit too well with the plaintiff's nerves, either.

Case outcome: The defendant paid plaintiff \$1,500, plus \$2,000 in attorney's fees (the best part) and also paid off those nasty guys at Ford Motor Credit. Value of settlement all together? About \$7,500 +/- . Not bad for a few phone calls and a letter.

Auto Repossession Notes:

Note #1 When a debt collector (actually this is a repossession outfit) is attempting to repossess a vehicle.

The collector or creditor cannot, "issue a warrant to the sheriff for your arrest."

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The collector cannot employ criminal process to collect a civil debt (owing money and refusing to pay it is not a crime).

The collector cannot threaten to do something he knows he cannot legally do (see above).

The collector cannot leave threats on an answering machine where others can hear it.

The collector may not imply that there is some legal duty that the debtor must call back (... "must hear from you"). There is no legal duty to return a collector's phone calls.

The collector may not threaten something he does not intend. The collector does not intend to "make this thing go legal," he only intend to scare the debtor into surrendering his car. The collector has probably not even consulted counsel; his job is to collect the vehicle only.

Again, the collector cannot threaten to harass the debtor every day ("I'm never going away..."). The collector intends that the debtor fear that the collector will come to his home every day (the collector says this, in so many words). "I will be at your door every evening..." You wouldn't put up with this nonsense even from a relative; why should you stand for it from a goon from a repossession outfit? The last time I checked, people do not keep motor vehicles in their living rooms. There is no reason for this man to threaten that he will come to the debtor's door "every evening." The creditor / debt collector has no right to harass the debtor "every evening." Further, a threat to behave like this is itself a form of harassment and is actionable.

You must call here..." As stated above, the creditor or collector may not infer that the debtor has a duty to call back.

This is not a threat..." What is it then? This guy knows he is not supposed to be doing this.

Note #2 A Chase Bank collector threatened "fraud" because the debtor had been in bankruptcy, discharged the debt therein, and then had the unmitigated audacity to have been born in Portugal! "Gasp!" The collector tried to get at the debtor by saying that she had left her mother "holding the bag." Of course, this was a lie. There was no intent to prosecute for a fraud because there was not debt.

Lawsuits under Fair Debt Collections Practices Act allow for counsel fees, damages, and costs. Each Fair Debt Collections Practices Act violation can net you up to \$1,000 plus attorney's fees and actual damages. Repeated conduct will usually receive greater damages and is less likely to succumb to a defense of "innocent mistake." You should be diligent in protecting your rights. The statute of limitations for bring most federal actions of this nature is only one year unless used as a defense to an action brought against you. Therefore, you should protect your rights before they become unenforceable.

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Note #3 From Chase Bank. This woman sounds like she has the emotion of a collection terminator. "I'm tired of playing games with you." (So I guess she is starting one of her own here). "I'll call every neighbor on your block to make sure you're in the right place." Wow! How intimidating! How illegal. Once the collector knows where you are, which obviously Chase did, after all she was calling her phone, any further calls to neighbors are no longer locator information. They are just unlawful communications with third parties intending to humiliate and embarrass the debtor, which it did. Furthermore, this debtor had just received a discharge in bankruptcy! Not only are these tactics barred by state law, and the Fair Debt Collections Practices Act, they were also barred by bankruptcy law. The caller then refers to "attorney fees, " which also is misleading and unlawful unless the actual amount is stated. The only help you will ever get from a debt collector, is that collector helping itself to your bank accounts or motor vehicle.

More on Creditor/Debt Collector Protection

Certain states, such as Pennsylvania, may have laws protecting consumers from harassment even though the Fair Debt Collections Practices Act may not be applicable. These laws may even expand (e.g., Pennsylvania) on the Fair Debt Collections Practices Act, broadening its scope and applicability. To see if your state has such a law, you should consult with a local attorney or see if you can find the information by researching your State laws.

See Also: Federal Trade Commission Publications and Links in the side panel above.

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Appendix G: Statute of Limitations for Debts, Judgments & Taxes

The statute of limitations (SOL) is a powerful tool for consumers'. The Statute of Limitations can thwart off lawsuits and collectors. If a debt is legally expired, you can escape being sued or having to pay an old debt. Likewise, it can be detrimental because many debtors unwilling renew the Statue of Limitation by making partial payment of a written promise to extend the status. The statute of limitations is a civil code. Each state has its own statute, For instance, the code section in Cal. Code of Civil Procedure 337. The legal meaning for statute of limitations is: THE TIME OF COMMENCING ACTIONS-Time allowed that litigation-lawsuit can be brought.

After that time, it has expired. Statute is a law. Passed by legislation and varies by state. The original statute of limitations begins at the onset of the contract signing. The Statute of Limitations varies from state to state but it is usually 4-6 years depending on the state. The term statute of limitations means the time allotted to legally enforce the debt. If a statute expires and someone sues you, It is up to you to bring the expired SOL defense to the other parties attention.

If you say nothing or do not bring up the expired statute then the judgment can be entered. **Don't assume it means the other party is barred from attempting to collect.** It simply means that your defense is the expired SOL not to enforce the lawsuit. If your statute of limitations has expired that means that the debt cannot be enforced by lawsuit, that does not dismiss the debt and the creditor can still leave it on your credit for 7 years (excluding some public records, those can remain for 10 years) but legally you do not have to pay it if the statute has expired.

Federal Taxes

Tax liens remain on your credit reports for 7 years from date satisfied not filed. If they remain unpaid they can stay longer, however they are only collectable for 6 to 10 years with some provisions. Keep in mind that the tolling of the time (SOL) can be extended by offer in compromises and payments.

What About State Taxes?

Federal taxes do expire but many states have no SOL for state owed taxes. To know for sure, you need to read your state's codes. Go to your Attorney General page for your state. From there locate your state laws and check. Usually it is under Taxation and Finance Code. Remember if you read the code and cannot find an actual SOL for collecting the tax then the absence of such usually means there is NO SOL. You simply must read your own state law to see what the rule is for taxes. Some report (most) from date paid while others report from date opened or filed.

Are There Separate SOLs for Debts and Credit Reporting?

Many people confuse the statute of limitations to collect a debt with the time a debt is allowed to remain on your credit reports. The two are separate. Credit bureaus are allowed a certain time frame to report debts. Another big fear is that paying it will extend the time it is allowed to be reported on your credit. Debts are reported from FIRST delinquency or written off date, not by last activity or last payment. Exclusions would be tax liens, they remain from date paid for 7 years and can remain indefinitely if unpaid. Paying a debt will not restart the clock for reporting it but you could restart the clock for collecting it, so if you pay it, either pay it in full or restrictively as to have no worries. **A promise to pay or partial payment can renew the statute in many states** (you need to read your own state's rule to know for sure) many people think that only a renewed promise to pay does this. That is not the case. Either or can renew the statute.

Signed Under Seal Can Extend SOL

A "signed under seal" provision is where some creditors will add it to the contract for further protection. It depends on the contract but generally adding a "signed under seal" will enforce a longer SOL. The seal must be obvious, usually next to the terms on the front page. One also must consider state laws because some may enforce it while others do not. The best thing to do is read the Civil Procedure Code for your state and see if there is a mention of it. Not many creditors use a signed under seal but some do. Courts have long recognized that the presence of the word "SEAL" next to and on the same line as the signature of an individual debtor on a promissory note is legally sufficient. Credit Unions often use seals as added protection in case of default, bankruptcy or expired SOL.

In every state where there is the right to file suit on a debtor there is also a time within that suit may be filed. This is a powerful tool if you are aware of it. Just remember a partial payment, promise to pay or regular payment on the debt can remove the limitation and the period can be renewed but again, keep in mind that it depends on state law.

Some states don't allow it to renew from payment while others allow the "tolling of time" to start again. Of course, we cannot list every state rule here, there are too many- so unfortunately you will have to look at your state rule and probably the state rule for where the debt was incurred. I know this can get tricky but since the debt collector may be able to choose the state with longer SOL then possibly they too can choose the one with the extended SOL. The debtor is using the SOL defense. There is also a very common question about statutes of limitations and which state does the debtor follow.

What State Should I Use in Figuring Out the Statute of Limitations?

The state statute can be either where the debtor lives or where the contract was entered into. The creditor does have the right to choose the state with the longer statute but the creditors or collectors location is moot. This is covered in Section 811 of the FDCPA and in Consumer Credit Protection Section 1692i.

Here is the rule:

Consumer Credit Protection Section 1692i:

In the case of an action not described in paragraph (1) bring such action only in the judicial district or similar legal entity -

(A) in which such consumer signed the contract sued upon; or

(B) in which such consumer resides at the commencement of the action

NOTE: Actions involving Real Property securing your obligation—the venue is different. The rule is: Any debt collector who brings any legal action on a debt against any consumer shall—

(1) in the case of an action to enforce an interest in real property securing the consumer's obligation, bring such action only in a judicial district or similar legal entity in which such real property is located.

What To Do if the Debt Is Not Expired and You Owe It

You may be "Judgment proof" for a time if you are unemployed, on disability, retired, have no money or assets or similar. If a creditor or collection agency attempts to sue you and you are "Judgment proof" then you need to respond to the judgment and state so. Not doing so or ignoring the lawsuit may land a judgment on your credit reports. Try getting that off! If you do begin to work again, up to 25% of your pay could be garnished. You should never ignore a judgment. Even if you are sued you can often negotiate a reduced payoff to avoid the judgment being entered. This will show as a "settled debt" on your credit reports rather than a nasty judgment.

You also need to consider the following before you decide to pay:

--Is the debt valid? Remember you have a right to have the debt validated.

--Was the product/service defective?

--Are the collection fees and interest rates higher than the state allows? See your state collection laws for info.

--Has the collection agency violated any of your rights under the Fair Debt Collection Practices Act?

The SOL is very important when you have past due debts or charged off debts that you cannot or do not want to pay back. When a debt is created, there is an original SOL The date of the contract signing. If you default on a new debt—meaning you never even made one

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payment then the SOL would be the date the contract was signed by you. If you default on a debt that has had payment(s) then the SOL would be from the date of last payment. Why does this matter to you? Because many—in fact millions—of dollars in debt nationwide have an expired SOL but consumers rarely know this. If you pay back the debt after the SOL has expired then you have just renewed it therefore making it collectable for another number of years.

Additionally there is also an SOL for how long the debt can be reported on your credit. That statute is covered in the Fair Credit Reporting Act. The key to better credit is to acknowledge that a charged off or seriously past due debt will NEVER go current again. It will either be reported as a "paid charge off" or "paid collection account" and neither are good for you. Using an expired SOL as leverage to negotiate a better credit rating can really improve your credit reports. By offering the creditor or agency a restrictive offer or telling them to cease and desist because a debt is legally expired- you can definitely have the upper hand. Let's face it, if you have to pay a derogatory debt shouldn't you try to get the best deal possible? Of course. Don't count on the collection agency or creditor telling you this either!

What About BK Dismissed Debts?

If a debtor files bankruptcy the tolling of time stops. If the bankruptcy is subsequently dismissed then the tolling of time begins where it left off. It does not begin from the date of dismissal. Remember, SOL's can be amended and change over time so to be sure your SOL below is correct, check out collection laws for your state.

What Category Does My Debt Fall Under?

Many times you cannot figure out if your debt is a contract, open end or revolving. Below we address this issue.

--Oral Contract: You've agreed to pay money back via a verbal agreement. This can include your word, his word and a witness. These are harder to prove but are recognized as "oral contract".

--Written Contract: You have signed a contract or document promising to repay a loan or debt. Example is medical bills, cell phone bill, closed end signature loan or some secured loans like auto.

--Promissory Note: It is like a contract loan except it contains more information about payback. Such information can be interest, principal, late fees etc. A home loan or HELOC can be a promissory note.

--Open Ended Accounts: Just what it says, "open end" i.e.: a credit card debt or revolving line of credit.

Is a Check Considered a Written Contract? What is the SOL for Checks?

A check is not considered a "contract" although some may argue that it is (because it's a signed promise to "pay"). A contract requires consideration by both parties (an offer and acceptance) and consists of nothing more than an (enforceable) promise to pay by one party but no contract was drawn up by the other party. What it is, is a negotiable instrument and therefore subject to governing UCC (uniform commercial code) if there is one for the state in question. UCC is where you usually find the time limitations on checks. Many states have their own specific (SOL) statute of limitations dealing with checks. Those would trump any general statute of limitations and even the UCC limitations.

The UCC is not a federal statute but rather a system set up to structure commercial transactions. Since it isn't a federal rule there would be no supremacy clause (as in who rules state or federal) but rather the state could choose to adopt it or not. Most states have adopted it. According to FindLaw, a more specific statute rules over (trumps) a more general statute. Therefore if a certain state has a more specific statute it will often trump (rule over) the UCC entirely. Bottom line: read the UCC but read the state rule as well and see which one applies--, is more specific or offers more protection. You will usually find the SOL for collecting the check in the state code.

Learn what your rights are or you, in effect, don't have rights.

Appendix H: Using the Fair Debt Collection Practices Act Against Collectors

The Fair Debt Collection Practices ACT, 15 U.S.C.1601 is a federal statute, which regulates debt collection practices. The statute seeks to protect consumers and prevent abuse in their interaction with debt collectors. This act covers debt collectors and lawyers who do regularly collect debts (Before 1986, lawyers were excluded). The primary goal of the Fair Debt Collections Practices Act is to protect consumers from abusive, deceptive, and unfair debt collection practices. In the most general terms, the Fair Debt Collections Practices Act prohibits a debt collector from using certain collection methods in its effort to collect a 'debt' from a consumer. Section 1692k of the Act provides for civil liability against a debt collector who intentionally violates the Act; such a collector is absolved if the violation was unintentional and procedures were in place to prevent it.

A debt collector may not be held liable in any action brought under this subchapter if the debt collector shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error. In a nutshell, there had to be intent on the part of the collector. A bona fide error is not a willful violation. Alternatively any collector who violates the Act can be held liable for his actions. You have a right to sue a debt collector who has violated the act notwithstanding error. Additionally, an employee of an original creditor does not fall under the Fair Debt Collections Practices Act because the Act specifically states "someone who in the day to day operation of their job- collects debts and is a "debt collector". (Who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.)

Many employees of banks, furniture stores and medical facilities are not debt collectors. The law covers debt collection agencies and debt collection attorneys or even original creditors if.... they regularly collect debts in their daily duties "(California statute). - Not all states may support "original creditor exceptions". Remember too that if it is to your benefit, State law can rule over Federal: "a State law is not inconsistent with Federal Fair Debt Collections Practices Act if the protection of such law afforded any consumer is greater than the protection provided by the Federal law". What this means is that Federal always rules if the the State law conflicts but just because the State law may offer more protection, doesn't mean it is a "conflict". If the two laws DO conflict with each other than Federal wins. It's called the Supremacy Clause and it is found in the U.S. Constitution.

So, if you have been mistreated or abuse by a collector you can take action.

Generally the Fair Debt Collection Act prohibits:

--You cannot be harassed

--They cannot tell third parties about the debt

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- They cannot call you after 9 p.m. or before 8 a.m.
- They cannot threaten you or use scare tactics
- They cannot legally sue you for an expired debt
- They cannot contact you once you put them on notice not to
- They must be able to verify the validity of the debt

People fail to meet their credit obligations for a variety of reasons. These range from over-extension of finances to unemployment and illness. Whatever the reason, every person is protected by the federal Fair Debt Collection Practices Act. Congress passed this act to protect consumers from harassment by debt collectors. Personal, family, and household debts are covered under the act. This includes money owed for the purchase of an automobile, for medical care, or for charge accounts.

Mini-Miranda Warning

If a collection agency or collection attorney forgets to add the Mini-Miranda in its communications it can result in violations. Any communication with a debtor must always include the mini-Miranda specified by the Act. 15 U.S.C. § 1692e(11). This notice is usually placed on all dunning letters utilized by collection agencies. For violations see *Smith v. Transworld Systems, Inc.*, 953 F.2d 1025 (6th Cir. 1992).

Limitations on Contacting the Consumer

A debt collector may only contact a person between the hours of 8 a.m. and 9 p.m. Debt collectors may not contact the consumer at his job if the debt collector is aware that the employer prohibits personal calls. A person may notify a debt collector in writing if he or she does not want any further contact with the collector. Once this notice has been received, the debt collector must stop all communications, except to notify the person that a specific action will be taken.

Can Debt Collectors Tell Someone Else About Your Debt?

No! A debt collector can discuss your debt only with your attorney, a credit bureau, the creditor, and the creditor's lawyer. However, the debt collector can contact other people to find out where the debtor lives or works.

What Debt Collection Practices Are Forbidden?

Debt collectors may not harass, intimidate, threaten, or embarrass you. Debt collectors may not make false or misleading statements, such as falsely associating themselves with a

government office or credit bureau. They may not use misleading or false threats of imprisonment or criminal charges.

Threatening to Take Legal Action

Collection agencies often threaten to sue debtors. The Fair Debt Collections Practices Act prohibits collectors from stating that he will take action that cannot be legally taken or that is not intended to be taken. 15 U.S.C. § 1692e(5); Case law: Bentley v. Great Lakes Collection Bureau, 6 F.3d 60 (2nd Cir. 1993). The FTC has indicated that collectors may not even imply that an action will be taken unless such action is legal and there is a reasonable likelihood at the time the statement is made that such action will be taken.

What To Do if a Debt Collector Violates the Act

Keep detailed records of any communication you have with the debt collector. Include time, date, and the name of the person with whom you spoke. Keep a copy of all written correspondence between you and the debt collector. Also, if a debt collection agency orders your credit reports before they have validated the debt then they may have violated the FCRA and the Fair Debt Collections Practices Act. You may sue the debt collector (FDCPA-Sec. 1692k - Civil Liability)

Appendix I: Legal Defenses Against Law Firms

Here is an example of actions you can take. If you have a credit card in default or if you are receiving dunning letters or if you are you being sued or taken to the National Arbitration Forum by Wolpoff & Abramson, you may have a defense to the lawsuit and/or a claim against them.

Since the National Arbitration Forum is a division and/or wholly owned subsidiary of Wolpoff & Abramson, any arbitration by the National Arbitration Forum is an absolute conflict of interest and cannot be legally considered independent, neutral and impartial third party in arbitration. Any decision would be immediately be null and void under the federal arbitration act presuming there was an actual agreement between the parties to arbitrate a matter which there is none.

Consumer advocate and credit/debt expert Bud Hibbs has information about Wolpoff here. Indeed, Mr. Hibbs ranks Wolpoff as the 3rd worst debt collection agency in the United States.

Wolpoff & Abramson, LLP is a large national law firm of approximately 850 employees, in the practice of debt collection for large national retail and banking clients.

Contact Information:

Wolpoff & Abramson, LLP
Two Irvington Centre 702 King Farm Blvd.
Rockville, MD 20850-5775

Just because a Wolpoff & Abramson, sues you does not mean that they are automatically entitled to a judgment. They still have to prove their case, and you can have a trial, even a jury trial. The key is to answer their letters and arbitration threats and/or lawsuit in a timely manner. If you answer in time you can successfully defend your case. You may win, and have a judgment in your favor entered stating that you owe nothing.

There Is No Contract

Consumers can choose not to contract with Wolpoff & Abramson for arbitration in accordance with Hale vs. Henkel, 201 U.S. 43 (1906) and can reject any and/or all correspondence, claims, or any other documents implying they have contracted with them for arbitration in any manner.

Any arbitration conducted by Wolpoff Abramson and the National Arbitration Forum is in violation of many of the laws, statutes, acts, codes, rules, listed below, constitutes a willful and intentional commercial injury to the consumer where the National Arbitration Forum is legally liable for.

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The National Arbitration Forum cannot provide proof that the alleged “claim” is in compliance with the Code as filed and said “claim”, as filed, further lacks several key elements required by law as follows:

National Arbitration Forum Rules

1. Rule 1 of the Code states that both parties agree to arbitrate;
2. Rule 2A(2) of the Code requires that the initial claim shall include: a copy of the arbitration agreement or notice of the location of a copy of the arbitration agreement;
3. Rule 12A(3) of the Code requires a copy of documents that support the claim;
4. Rule 12A(4) of the Code requires an affidavit asserting that statements and documents in the claim are accurate;
5. Rule 12A(5) of the Code requires that the appropriate filing fee be paid;
6. Rule 12B requires that claimant promptly file with the forum proof of service of the initial claim on the respondent;
7. Rule 20A of the Code indicates that the arbitrator have powers provided by the code, the agreement of the parties and the applicable substantive law;
8. Rule 20C of the Code indicates that the arbitrators do NOT have the power to decide matters NOT properly submitted under this code.

For the reasons stated above, any claims submitted to the National Arbitration Forum should be deemed frivolous due to the claimants numerous violations of the code and should be dismissed involuntarily pursuant to Rule 41 of the Code. This, of course, is in addition to all of the other violations of laws, acts, statutes, codes, doctrines, maxims of law and case law as cited below.

Liability

A lawsuit can be brought against Wolpoff & Abramson for willful and intentional fraud and racketeering which will be prosecuted for treble damages for commercial injury pursuant to racketeering under Title 18, Chapter 96 of the U.S. Code.

Case Law

Miller v. Wolpoff & Abramson, 2d Cir., No. 02-7017, 2/25/03

In the case of Miller v. Wolpoff & Abramson, 2d Cir., No. 02-7017, 2/25/03, retailer Lord & Taylor referred a debt to the Wolpoff & Abramson law firm for collection. After reviewing the alleged past due account and the retailer's efforts at collection, partner Ronald Abramson sent a debt collection letter to the credit card holder, Arthur Miller. Miller did not respond to the letter. Thereafter, Abramson referred Miller's file through the National Attorney Network (a debt collection referral service) to a second law firm, Upton, Cohen & Slamowitz. This firm filed suit against Miller seeking recovery of the credit card debt as well as attorney's fees. Miller countered with his own lawsuit alleging that the law firm violated the Fair Debt Collection Practices Act (FDCPA), 18 U.S.C. §1692, by sending debt collection letters on attorney letterhead without meaningful review of the circumstances of the alleged debt by any attorney. Additional counts were listed in the complaint, but this is the issue on which we will focus. The district court granted summary judgment on all counts. On appeal, the U.S. Court of Appeals for the Second Circuit vacated the summary judgment stating that it was "premature" because the lawyers' affidavits contained too little information. The affidavits stated only that Lord & Taylor reported the debt was due for collection and that Abramson had exercised "independent professional judgment" prior to authoring a collection letter.

According to Miller, Wolpoff & Abramson averages 55,000 new collection accounts monthly. Judge Sonia Sotomayor indicated that firms may be liable under the Fair Debt Collection Practices Act if they handle a large volume of accounts, receive limited information about the accounts, review the collection files with such speed that no independent judgment could be found to have been exercised, and issue form collection letters "with a push of a button." The court advised that a lawyer may not act solely on the client's word that a valid debt is due and owing. The court, however, refused to delineate steps that a firm must take prior to sending out collection letters on firm letterhead.

What does the Fair Debt Collection Practices Act's requirement of "meaningful review" mean anyway? This court stated that "merely being told by a client that a debt is overdue is not enough." Clearly, a lawyer must do something other than rely upon a client's word. Some amount of research and review of the individual account must take place. Implicit in this case was the court's concern about the large number of collection accounts that the firm received each month. Was the court implying that there might be a potential issue of unauthorized practice of law? The Fair Debt Collection Practices Act requires a meaningful review by an attorney of the circumstances surrounding an alleged debt (emphasis added). Let's say for the sake of argument that a firm lands a big account and receives in excess of 50,000 files for collection per month. Having a paralegal review, for example, the debtor's payment history and credit report may enable the attorney to process the files in a more efficient and timely manner. However, the attorney still has a duty to ensure that the information provided by the paralegal is accurate. In other words, rubber stamping of another's work product does not reduce the risk of a malpractice claim or of an ethical

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complaint. The court in Miller did not set out a list of do's and don'ts. However, it makes good sense for a collection practice to have a set of guidelines or procedures in place to demonstrate that 1) the alleged overdue account was meaningfully reviewed and 2) that an attorney was involved in the review.

Case Law (continued)

United States District Courts and Supreme Court Rulings in Mile High Industries v. Cohen, Rhode Island v. Massachusetts, Szetela v. Discover Bank, Toppings v. Meritech Mortgage Services, Inc., Doctor's Associates, Inc. v. Casarotto, Vermont v. New Hampshire, Casteel vs. Clear Channel Broad., Inc., Fleetwood Enterprises, Inc. vs. Gaskamp, Stout vs. Byrider, Myers vs. MBNA America and North American Capitol Corporation, Georgia v. South Carolina, Hale vs. Henkel, Erie Railroad Company v. Tompkins, Trinsey v. Pagliaro and adickes v. Kress & Co.

A Landmark Decision for Consumers

In The Supreme Court of the State of Kansas No. 94,380 MBNA America Bank, N.A. v. Loretta K. Credit (yes, that is her name). Note: Loretta is a pro se litigant.

Many consumers who have chose not to continue paying their credit card bills for whatever reason they had, found themselves getting an Arbitration Award rendered against them. By far most were arbitrated by a company called National Arbitration Forum. We have known for years the connection between National Arbitration Forum and Wolpoff and Abramson. We have known for years that as a consumer, you would not have any chance of winning your arbitration. Their clear biased decisions were clear evidence that you as a consumer could not possibly win.

For years National Arbitration Forum advertised to banks telling them they could "protect" them from class action suits brought against them by consumers who have gone through the arbitration process. They have thrown huge and lavish parties inviting all the big names in the banking industry. This all done in an attempt to gain new "customers."

With all the parties and seminars with banks, how could NAF not be biased? If they ruled against the bank, the bank would no longer want to use them as their "exclusive" arbitration forum! However, for many years, the courts have turned a blind eye to the injustice that American's are facing everyday by this corrupt and biased system. UNTIL NOW!

Finally a court has decided to do their job and protect the American Citizen from this abuse. We proudly stand up and applaud the Kansas Supreme Court. This honorable court has now ruled that an Arbitration Award CANNOT be confirmed without showing a "signed" Arbitration Agreement between all parties involved. This is a landmark decision for consumers. See the ruling here.

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There are many other Procedures, Rules and codes that may be used against Wolpoff & Abramson.

What Can You Do About It?

If you have ever had an Arbitration Award rendered against you by National Arbitration Forum, call us as soon as possible. You may be able to stop them from getting a judgment against you.

We have the answer, and all the documents and information you will need to defend yourself against Wolpoff & Abramson arbitration award.

This article written by K. M. DeLashmutt

Appendix J: What Can You Do if the Debt Collector Breaks the Law?

You have the right to sue a debt collector in a state or federal court within one year from the date the law was violated. You may recover money damages. Also, under the law, they have to pay and attorney fees or costs.

Step by Step How to Sue a Collection Agency in Small Claims Court

If you have decided to take action against a collection agency for violating the Fair Debt Collections Practices Act (FDCPA) we have some tips for you. It's not easy but it is very do-able and with a little education about the process you can limit the risk of getting your case dismissed.

Do You Have a Case?

First off you need to determine what they did and if it qualifies for a law suit? If you were nothing more than inconvenienced a time or two you may lose or the judge may dismiss the case altogether. Suing a collection agency is meant to give you closure and perhaps damages for a violation but too many consumers run into court and only end up annoying everyone because their case is so flimsy. So what is a good case? Just read some of the successful lawsuits filed by the Federal Trade Commission (FTC) against collection agencies.

They usually involve repeated phone calls at all hours, threats, harassment or intimidation or obvious violations such as refusing to validate the debt at your request yet continuing to try and collect. Those are all good reasons to take action. It's also important to show what you did before you took that final step and filed your lawsuit. Keeping good records and receipts is paramount to building a good case.

Building the Case

Prior to filing your lawsuit you should have asked the collection agency to stop whatever it was they were doing. For example if you told them to stop calling you and they refuse then you need to follow up with a letter to the collection agency certified mail- return receipt requested putting your demand in writing. Then if the agency refuses to stop you have proof that a letter was sent and received by them and yet they continued. Just claiming you told them by phone doesn't preserve your rights.

If you have witnesses to the harassment then take notarized statements from them to back up your case. If you sent them a validation of debt request certified mail but they never responded then you have the certified receipt with the person's signature to prove you asked. These paper trails can be the difference between winning and losing so document everything. No matter how many letters, faxes, emails or phone calls you made, take time to

include copies of your phone bills, emails or fax confirmations so that you can quickly show the judge the agency's neglect.

Serving the Collection Agency

Where do you sue?

How much can I get?

What if I want to sue them in federal court?

What if I want to sue them in state court?

Can I go Pro Se?

Remember, research your options or call someone who can help you. Know your rights and you will have them. If you don't know your rights, then you are toast!

Appendix K: Books to Read

***History of Banking Fraud: The Coming Battle* By M. W. WALBERT**

The Coming Battle documents from Congressional records, newspaper reports and writings by the founding fathers and others a chronology of events long forgotten that shaped our fledgling nation from 1776 to 1899. Read about the manipulation of our money and its supply, the intentional creation of recessions, depressions and panics, manipulation of the stock markets, and the demonetization of silver.

***Secrets of the Federal Reserve* by Eustace Mullins**

Eustace Mullins' carefully researched and documented treatise picks up from Walbert's expose' of control of the money supply and the economy and brings it to the mid 1980's.

***Brave New World* by Aldous Huxley**

Huxley presents a dystopic view of a future in which mind-control creates a harmonized society stratified into classes suitably manipulated and deprived to carry out work tasks with a hive mentality. A foreign element is inserted when a high ranking Alpha brings a Native American from a Reservation and a new perspective on freedom gnaws at the fabric of the propaganda matrix.

***Propaganda* by Edward Bernays**

Walter Lippmann's book, *Public Opinion*, published in 1922, detailed the study in which he and Edward Bernays were involved while in London during the First World War. It had to do with painting pictures inside people's heads, which were cunningly and deliberately designed by expert craftsmen to mislead not only individuals but entire societies.

***Pawns in the Game* by William Guy Carr**

This is the classic expose' of the New World Order from a Commander in the Canadian Navy through the first half of the 20th Century. Commander Carr was introduced to the Hidden Hand early in his life and pursuing its mysteries became a lifelong mission.

***Social Credit* by CH Douglas**

In every country of the world the global financial system has repeatedly been brought to the Bar of Public Opinion as the chief factor in world unrest, and there is little doubt that the jury of We the People has confirmed the Verdict somewhat rhetorically expressed by Mr. William Jennings Bryan in his famous election speech: "The money power preys upon the nation in times of peace, and conspires against it in times of adversity. It is more despotic than monarchy, more insolent than autocracy, more selfish than bureaucracy. It

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denounces, as public enemies, all who question its methods, or throw light upon its crimes. It can only be overthrown by the awakened conscience of the nation." Social Credit by C.H. Douglas can clarify the issues from which we can move forward to create a financial system that is fair and equitable.

Final Warning: A History of the New World Order by David Allen Rivera

David Allen Rivera has assembled a very carefully written history that can serve us well. To have been ignored in the history books, by the colleges and universities, the print and electronic media, and the entire national and international discussion shows their power to control the flow of information as much as they control the flow of money. What they intend to do with this power and influence should be one of the most vital topics of conversation.

An Independent Investigation of 9-11 and its Zionist Connection by Dr. Albert Pastore

History provides patterns that we can learn to recognize so that we can avoid them. Properly presented, history provides any of us with invaluable tools to help us see behind the illusions. No one who is paying attention to the patterns and their application to today's events would fail to miss the signals or the dog that fails to bark.

Uranium Wars by Leuren Moret

How control of the world's people has inexorably led to wider use of depopulation methods which include spreading radioactivity in food, water, air, and the human genome.

Taking Back Your Power by Allen Aslan Heart

WHAT CAN YOU DO? Stop playing THEIR game. Take back your power. Stop paying taxes that are not legal or lawful. Stop paying bills you don't really owe. Stop using THEIR money. There ARE ways if you open your mind and look for the gaps in their fences that keep the sheeple in their pasture. Are you chattel or a real person? You are the one who makes that choice.

Appendix L: Select List of Decided Court Citations Banks CANNOT Lend Credit

“It may be stated in general that **no banking corporation has the power** to become a guarantor of the obligation of another, or **to lend its credit to any person or corporation**, unless its charter or governing statute expressly permits it. *Farmers' & Mechanics' Bank v. Butchers' & Drovers' Bank*, 16 N.Y. 125; *Morford v. Bank*, 26 Barb. 568; *Thomp. Corp.* § 5721..” *Bowen v. Needles Nat. Bank*, 94 F. 925, 927; 36 CCA 553, certiorari denied in 20 S.Ct. 1024, 176 US 682, 44 L.Ed 637.

“The section of the statute applicable here is 5136 of the Revised Statutes. By that section ... **the bank is allowed to lend money upon personal security, but it must be money that it loans, not its credit.**” *Seligman v. Charlottesville Nat. Bank*, 21 F. Cas. 1036, 1039; 3 Hughes 647; 21 Al. Law J. 196; 25 Int. Rev. Rec. 385; Fed. Case No. 12,642, 1039.

“**A bank can lend its money, but not its credit.** See McGee on Banks & Banking, § 248; 1 Morse on Banks & Banking, §§ 65, 169; 1 Bolles on Law of Banking, § 25; Bolles' *National Bank Act Annotated* (4th ed.), 40, § 10.” *First Nat'l Bank of Tallapoosa v. Monroe*, 135 Ga 614, 616, 69 F. 1124, 32 LRA (NS) 550.

“**Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another.**” 1 Morse on Banks and Banking (6 Ed., 1928), sec. 65, pp. 183-184. Quoted in *Wade v. Whitsitt*, [no number in original], Court of Appeals of Tennessee, Middle Section, 9 Tenn. App. 436; 1928 Tenn. App. Petition for Certiorari denied by Supreme Court, April 13, 1929.

“... In the case of *Indiana Quarries Co. v. Bank & Trust Co.*, 129 S.E. 619, 622 (N.C.), the court, quoting from two well-known authorities, said--

“In the absence of an express grant of authority, **a banking corporation, as a rule, has not the power** to become the guarantor or surety of the obligation of another person, or **to lend its credit to any person**. No such power being conferred by the National Bank Act, this applies to national banks.’ [Tiffany on Banks and Banking, p. 284.] **Banking Associations from the very nature of their business are prohibited from lending credit.**’ [Magee on Banks and Banking, p. 466.] **‘It is not within the ordinary functions of a bank to lend its credit ...’** [7 C. J. 595.]” *Williams v. Ravanna Bank*, [no number in original] 221 Mo. App. 887, 891; 289 S.W. 34, 36.

“A bank may not lend its credit to another, even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which would look like a catalog of ships...” *Norton Grocery Co. v. Peoples Nat. Bank*, 144 S.E. 501, 505, 151 Va 195.

“The powers of a national bank are limited. They are determined by statute, section 5136, Revised Statutes (Title 12, § 24, U. S. C. [12 USCA § 24]). **It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another** in any of the various ways in which that might be done. Magee, *Banks and Banking* (3d Ed.) § 248, p. 466; 1 Morse, *Banks and Banking* (6th Ed.) §§ 65, 169; 1 Bolles, *Mod. Law of Banking*, p. 237; *Merchants' Bank of Valdosta v. Baird* (C. C. A. 8) 160 F. 642, 17 L. R. A. (N. S.) 526; *Farmers', etc., Bank v. Bluefield Nat. Bank* (C. C. A.) 11 F.(2d) 83, certiorari denied 271 U. S. 669, 46 S. Ct. 483, 70 L. Ed. 1142; *People's Nat. Bank v. So. States, etc., Co.*, 192 N. C. 69, 133 S.E. 415, 48 A. L. R. 519; *Board of Commissioners v. Citizens' Tr. & Sav. Bank*, 73 Ind. App. 76, 123 N. E. 130; *City Nat. Bank v. Morgan* (Tex. Civ. App.) 258 S. W. 572; *Rice & Hutchins Atlanta Co. v. Commercial Nat. Bank*, 18 Ga. App. 151, 88 S. E. 999; *Howard & Foster Co. v. Citizens' Nat. Bank*, 133 S. C. 202, 130 S. E. 758.” *Federal Intermediate Credit Bank v. L'Herisson*, 33 F.2d 841, 847 (1929)

“It has been settled beyond controversy that **a national bank, under the federal law, being limited in its powers and capacity, cannot lend its credit** by guaranteeing the debt of another. All such contracts, entered into by its officers, are *ultra vires*, and not binding as such upon the corporation. 7 C. J., 814; Ann. Cas., 1916D, 557. *Merchants' Bank v. Baird*, 160 F. 642; 90 C.C.A. 338; 17 L. R. A. (N. S.), 526.

“In a note to *Appleton v. Bank*, (N. Y.), 32 L.R.A. (N.S.) 544, it is said:

“Although national banks are expressly authorized by the National Banking Act to lend money upon personal security, they are without right to loan their credit, either under such express authority or under their incidental powers”--citing *Johnston v. Bank*, 3 Hughes 657, Fed., Cas. No. 7425. *Seligman v. Bank*, 3 Hughes 647, Fed. Cas. No. 12642. *National Bank v. Atkinson*, (C. C.), 55 F. 465; and *Thilmany v. Co.*, 108 Iowa 333; 79 N.W. 68.” *Howard & Foster Co. v. Citizens Nat'l Bank of Union*, 133 SC 202, 206-207, 130 SE 758, 759 (1926)

“Mr. Justice Marshall said: “The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often . . .” *Zinc Carbonate Co. v. First National Bank*, 103 Wis. 125, 131, 79 N.W. 229, quoted in *American Express Co. v. Citizens State Bank*, 194 N.W. 430, 431.

Appendix M: Federal Trade Commission Opinion Letter on Validation

Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a).

This will be a pretty long lesson and will cover an integral part of validation which is the receipt of the initial or first contact with the debtor by a collector which usually gets thrown in the trash can if the debtor has not the funds to pay. That is a very serious mistake. One should never throw those collection letters away. They may very well be a vital part of your defensive strategy later down the road.

This lesson is taken from a part of an Federal Trade Commission (FTC) opinion letter on validation and tells us what that first letter must contain at the very least, and what it must do and must not do so this is an important lesson indeed..

This information was originally designed for attorneys and was designed to teach them avoidance of problems. Naturally, we use their lessons against them and do all we can to get them to screw up so they can be sued. You will find a lot of ingenious tricks and traps can be devised to make them goof it up and lose their collection efforts and their cases against you.

Where an attorney debt collector institutes legal proceedings against a debtor but has no prior communications with the debtor, are the requirements for the validation of debts set forth in Section 809 of the Fair Debt Collection Practices Act (FDCPA) supreme to state law or state court rules that otherwise prohibit the inclusion of the validation notice on court documents? In responding to this issue, the Commission notes first that Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a), provides:

(a) 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

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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.

Section 803 (2) of the FDCPA, 15 U.S.C. § 1692a(2), defines the term "communication" as "the conveying of information regarding a debt directly or indirectly to any person through any medium." In its Staff Commentary, Commission staff stated that the term "communication" "does not include formal legal action (e.g., filing of a lawsuit or other petition/pleadings with a court; service of a complaint or other legal papers in connection with a lawsuit, or activities directly related to such service) Fed. Reg. at 50101, comment 803 (2)-2." Similarly, in the introductory portion of the Staff Commentary, Commission staff opined that "Attorneys or law firms that engage in traditional debt collection activities (sending dunning letters, making collection calls to consumers) are covered by the FDCPA, but those whose practice is limited to legal activities are not covered. (3) Id. at 50,100. Seven years after the Staff Commentary was issued, the United States Supreme Court held that the FDCPA's definition of "debt collector," Section 803(6), 15 U.S.C. § 1692a(6), "applies to attorneys who 'regularly' engage in consumer-debt-collection activity, even when that activity consists of litigation." *Heintz v. Jenkins*, 514 U.S. 291, 299 (1995). In arriving at this conclusion, the Court explicitly considered and rejected Commission staff's introductory remark regarding the coverage of litigation attorneys. Id. at 298. In light of *Heintz*, the Commission concludes that, if an attorney debt collector serves on a consumer a court document "conveying information regarding a debt," that court document is a "communication" for purposes of the FDCPA. (4) If an attorney debt collector has had no prior communications with a consumer before serving a summons or other court document on the consumer, that document would constitute the "initial communication" with the consumer if it conveys information regarding a debt. The attorney would therefore have to include the written notice mandated by Section 809(a) (often referred to as the "validation notice") in the court document itself or send it to the consumer "within five days after the initial communication." According to the American Counseling Association's Request, some "state laws or state court rules prohibit the inclusion of additional language such as the validation notice on documents filed with courts." The association asks whether the requirements of Section 809(a) are "supreme to," and thus preempt, these state laws or state court rules. Id. Preemption cases generally proceed from "the starting presumption that Congress does not intend to supplant state laws." *New York State Conference of Blue Cross and Blue Shield Plans v. Travelers Ins. Co.*, 514 U.S. 645, 654 (1995) (5) According to the Court in *English v. General Electric Co.*, 496 U.S. 72 (1990): State law is pre-empted under the Supremacy Clause, U.S. Constitution Article VI, cl. 2, in three circumstances. First, Congress can define explicitly the extent to which its enactments pre-empt state law. Pre-emption fundamentally is a question of congressional intent, and when Congress has made its intent known through explicit statutory language, the courts' task is an easy one. Second, in the absence of explicit statutory language, state law is pre-empted where it regulates conduct in a field that Congress intended the Federal Government to occupy exclusively. Such an intent may be inferred from a "scheme of federal regulation . . . so pervasive as to make reasonable the inference that Congress left no room for the States to supplement it," or where an Act of Congress "touches a field in which the federal interest is so dominant

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that the federal system will be assumed to preclude enforcement of state laws on the same subject." . . . Finally, state law is pre-empted to the extent that it actually conflicts with federal law. Thus, the Court has found pre-emption where it is impossible for a private party to comply with both state and federal requirements, or where state law "stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress." Id. at 78-79 (omission in internal quotation in original) (citations omitted). The preemption provision of the FDCPA, Section 816, 15 U.S.C. § 1692n, provides: This title does not annul, alter, or affect, or exempt any person subject to the provisions of this title from complying with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of this title, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with this title if the protection such law affords any consumer is greater than the protection provided by this title. The Commission does not believe that this section expressly preempts state laws and court rules that prohibit attorney debt collectors from including validation notices in court documents. The quoted provision makes express that Congress did not intend to preempt the field, but allowed only for conflict preemption. However, there is no conflict preemption here. First, there is no conflict preemption based on impossibility of compliance because it is possible for attorney debt collectors to comply with both the federal provision and the state provisions. (6) Instead of including such notices in court documents, attorney debt collectors in jurisdictions that prohibit validation notices in court documents may deliver the notices to consumers via some other medium -- either before serving the court document on the consumer or, if the court document is truly the first communication with the consumer, within five days of serving the court document. (7) Second, there is no conflict preemption based on state law standing as an obstacle to the full accomplishment and execution of Congressional purposes and objectives. As Congress declared in Section 802(e) of the FDCPA, 15 U.S.C. § 1692(e), the purpose of the panoply of protections under the federal debt collection statute is: to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.

The state provisions about which you inquire do not prevent consumers from receiving the full panoply of protections from abusive debt collection practices afforded by the FDCPA. The only FDCPA provision that could be affected by these state laws and court rules is Section 809(a). As noted above, an attorney debt collector who is prohibited from including the validation notice in court documents may deliver the notice to consumers before serving the consumer with the court document or, if the court document is the first communication with the consumer, within five days after serving the court document.

Thus, even in a jurisdiction that prohibits validation notices in court documents, a consumer will receive the validation notice and learn, for example, that the debt collector must provide the consumer with written verification of the debt if the consumer disputes the debt within thirty days.

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State legislation that prohibits validation notices in court documents also does not stand as an obstacle to the promotion of "consistent State action to protect consumers against debt collection abuses." Consumers will receive their validation notices in jurisdictions that prohibit validation notices in court documents as well as in jurisdictions that permit the practice.

After reviewing state laws and court rules that prohibit validation notices in court documents under a preemption analysis, the Commission concludes that such state legislation is not preempted by the FDCPA. By direction of the Commission. Donald S. Clark Secretary Endnotes

1. Section 809(b), 15 U.S.C. § 1692g(b), provides: If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) 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 any 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.

2. In the Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097 (1988) ("Staff Commentary"), and staff opinion letters, Commission staff have consistently read Section 809(b) to permit a debt collector to continue to make demands for payment or take legal action within the thirty-day period. See 53 Fed. Reg. at 50,109, comment 809(b)-1 ("A debt collector need not cease normal collection activities within the consumer's 30-day period to give notice of a dispute until he receives a notice from the consumer."); letter from John F. LeFevre, FDCPA Program Advisor, to S. Joshua Berger (May 29, 1997): We interpret the "thirty-day period" as a period within which consumers must dispute their debts in writing in order to avail themselves of their Section 809(b) rights, but not as a "grace" period.

Thus we believe there is nothing in the Act that prevents you from filing suit during this period, so long as you do not make any representations that contradict Section 809(b).

Appendix N: Eliminate Your Mortgage Debt

One process of Debt Elimination is Mortgage Elimination in which administrative procedure that had been effective for several years for those that know the law. A non-confrontational way to insure there's no litigation, where homeowners obtained clear title.

The information below is useful to understand the extent of the banking fraud. Now we are using the consumer protection laws to stop the extraordinary predation of the banks and other lending institutions. Topmost of these laws is the TRUTH IN LENDING ACT (**TILA**) of 1968, revised in 1980, 1995, and 2000. Also useful to our quest for fairness and justice under the law is the REAL ESTATE SETTLEMENT PRACTICES ACT (RESPA), the Homeowners Equity Protection Act (HOEPA), the FAIR CREDIT BILLING ACT (FCBA), STATE AND FEDERAL USURY LAWS, and others. The complexity of these laws has generally made them inaccessible to all but the most persistent and those who can hire attorneys to represent them. We have found a middle ground in which our paralegals AUDIT AND ANALYZE YOUR MORTGAGE AND DEED OF TRUST for violations, produce the documents that connect these violations to the statutes and case law, and guide your through the administrative stage. More than half of the cases are settled *without* the necessity of litigation. But we have attorneys all around the USA ready to represent you in court on a contingency basis should that be necessary.

How serious is it? Nearly EVERY mortgage or deed of trust has 25-35 violations of the statutes and regulations. The best we have seen was only 9 violations. Usually half of these violations are "title issue" which mean that they are so serious that such violations can lead to the lender being forced to give up security interest in the property....your home free and clear of debt. In addition each violation can result in fines against the lender up to \$2000 each. You do the math. Banks COULD lose their banking charter over this and, after all, what bank would be dumb enough to want to take their own fraud into court with someone who knows their secrets and how to deal with them?

Nevertheless, this consumer protection process only addresses the SUPER-greediness of the lenders. There is still an underlying fraud you should be aware of as well. The "lending" techniques that are used are beyond brilliant. It took some very, very smart people to figure out how to *appear* to be lending money, but in actuality have the value supplied by the person applying for a loan. And that is what is happening.

We've found that a quasi-governmental agency can be a useful facility in the process of debt elimination. We can use this to stop foreclosures, get you out of debt and get refunds and clear the debt on homes ... and much more: pay utility bills, eliminate credit card debt, car payments, eliminate student loan debt, tax freedom.

"Mortgage elimination IS the basis of Real Freedom. Get out of Debt NOW!" Debt elimination is the basis of Real Freedom. Too many of you have experienced the draining burden of debt, whether credit cards, student loans, tax liens or a home mortgage. You must get out of debt ASAP. If something happens to one of the bread winners in your family--an accident, downsizing, jobs exported overseas, budget cuts--bills can pile up quickly as interest, late fees, and hidden expenses. Under normal economic conditions, most of you have been living on the edge only one paycheck from financial disaster. Who knows what might happen in an increasingly unstable economy? You don't want to carry any debt into the economic conditions that lie ahead. Debt Elimination is the only way to real freedom. Get out of debt now! Here are some of the headlines:

March 18, 2006

Federal Debt up \$26 TRILLION Since Dubya Took Office !!!

March 29, 2006

FED could prop up economy with TONS of NEW PAPER MONEY - but we won't know how much because the Federal Reserve will not reveal the data

March 30, 2006

America is in the final stages of its currency debasement

Good Morning, America: The End of the Western World we have known since 1945—time to eliminate debt ASAP!

Dec 17, 2007

The Coming Collapse of the Modern Banking System: Staring into the Abyss

US Economy on the Edge of Total Meltdown

The connection between the bursting of the housing bubble and the fragility of the financial system has created huge dangers, for the US and the rest of the world. The U.S. public sector is now coming to the rescue, led by the Fed. In the end, they will succeed. But the journey is likely to be wretchedly uncomfortable.

Debt elimination is a survival imperative for you and your family. We no longer face an imminent economic disaster. We're *in* it and it will likely get much worse. It's been a-building for a long time and it's nowhere close to the bottom yet. For several years I've been warning people about the collapse of the dollar and now it's here. You can see it in the cost of groceries and gas. I've been warning people to get out of debt because trouble was not too far ahead. I've warned people that debt elimination was essential to their real freedom. Debt elimination is not just a financial project. Debt elimination is at the heart of real freedom. I've been telling homeowners that just because they have always been current on their mortgage payment will not keep the banks from foreclosing when the value of the house drops below their equity. There is still time for debt elimination to have a powerful effect on your freedom but you must act now. Debt elimination is part of your emergency survival kit. **GET OUT OF DEBT NOW! Eliminate Credit Card Debt! Eliminate Student Loan Debt! Eliminate Tax Obligations. MORTGAGE DEBTS! Study your options.**

Friends, family and neighbors have been laid off and face the loss of their homes to foreclosure or are even considering bankruptcy. Back in 2002, 1.3 million individuals filed bankruptcy just because of their credit card debt. Bankruptcies set another record in 2003, with 1.6 million personal filings, the AMERICAN BANKRUPTCY INSTITUTE reports. Bankruptcies and home foreclosures in America have now reached an all-time high. Approximately 1 out of every 100 mortgages in America is currently in foreclosure, and 1 in every 5 American mortgages is more than 30 days late. Foreclosure can make you homeless almost overnight! Your mortgage, student loan debt, credit card debt or tax debt bind you in chains for years. You cannot afford to make even one financial mistake or you and/or your family are out on the street! It's a virtual tightrope without much of a net! You need **REAL** debt elimination to find real freedom. You'll need to get out of debt.

DEBT ELIMINATION! Not consolidation, negotiation, or counseling. I will show you how thousands of others have used professional debt elimination programs to get out of debt *before* they got into real financial trouble. Would you rather be *proactive instead of reactive*? Wouldn't you rather get out of debt *now* before the other shoe drops? Would you be surprised that *right now* professional debt elimination professionals are helping hundreds of people **ELIMINATE** credit card debt and find real freedom in their lives? Would you be surprised that debt elimination is legal, lawful, and ethical? **DEBT ELIMINATION is real! It works!** It's based on the *scams BY the banks and "government"!* **BANK FRAUD ... constant, everyday fraudulent malpractice of the Banks...and government. BANKS AND GOVERNMENT ARE NOT YOUR FRIENDS, THEY ARE IN BUSINESS FOR EASY PROFIT!** Eliminate credit card debt! Eliminate student loan debt! Get rid of debt, get real money, get out of debt **NOW**.

If you also have other debts such as a mortgage, ask for our Special Report on How to Release Your Mortgage and see if you qualify for our program to eliminate your biggest debt, your mortgage!

Appendix O: Law—The Basics

You do not need a degree in law to deal with banks and debt collectors, however a general understanding of some of the terms we use is not only beneficial to the process, it can also make it more satisfying. It also highlights how the law is often used against us and how little we understand the law in general.

Ens legis: "*Ens Legis*. L. Lat. A creature of the law; an artificial being, as contrasted with a human being. Applied to corporations, considered as deriving their existence entirely from the law." "Blacks Law Dictionary, Fourth Edition, 1951. Names of men and women appearing in ALL CAPITAL LETTERS, even abbreviated versions (with/without initials, etc.) of the true names, are corporate/corporately "colored" renditions of a true name. Colored refers to the fact that they are fictitious, "having the appearance." They do not identify the "being," the real person, you, associated therewith; such construct of names represent property, specifically intellectual property... YOUR PROPERTY. It is unfortunate that this fact is overlooked by almost everyone in society, EXCEPT, the "legal masters" whose existence is predicated upon its exploitation. See also Capitis Diminutio Maxima below.

Capitis Diminutio

Gage Canadian Dictionary 1983 Sec. 4 defines Capitalize adj. as "To take advantage of—to use to one's own advantage."

Black's Law Dictionary Revised, 4th Edition, 1968, provides a more comprehensive definition as follows:

Capitis Diminutio In Roman law: A diminishing or abridgment of personality; a loss or curtailment of a man's status or aggregate of legal attributes and qualifications.

Capitis Diminutio Minima: The lowest or least comprehensive degree of loss of status. This occurred where a man's family relations alone were changed. It happened upon the arrogation [pride] of a person who had been his own master, (*sui juris*,) [of his own right, not under any legal disability] or upon the emancipation of one who had been under the *patria potestas*. [Parental authority] It left the rights of liberty and citizenship unaltered. See Inst. 1, 16, pr.; 1, 2, 3; Dig. 4, 5, 11; Mackeld. Rom. Law, 144.

Capitis Diminutio Media: A lesser or medium loss of status. This occurred where a man loses his rights of citizenship, but without losing his liberty. It carried away also the family rights.

Capitis Diminutio Maxima: The highest or most comprehensive loss of status. This occurred when a man's condition was changed from one of freedom to one of bondage, when he became a slave. It swept away with it all rights of citizenship and all family rights.

Sui Juris: In civil law the phrase *sui juris* indicates legal competence, the capacity to manage one's own affairs (Black's Law Dictionary, Oxford English Dictionary). Thus in

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Roman law the caregiver or guardian of a spendthrift (*prodigus*) or of a person of unsound mind (*furiosus*),

Person: Specifically the person is that legal subject or substance of which the rights and duties are attributes. A human being is not a person because he is a human being, but because rights and duties have been ascribed to him. But not all human beings are persons, as was the case in Olde England when there were slaves.(Blacks 3rd).

Society: A society is defined as a number of people joined by **mutual consent** to deliberate, determine and act for a common goal.

Legal: A legal act is performed in accordance with the forms and usages of law, or in a technical manner. In this sense, *illegal* approaches the meaning of *invalid*. For example, a contract or will, executed without the required formalities, might be regarded as invalid or illegal, but could not be described as unlawful.

Lawful: A lawful act is authorized, sanctioned, or not forbidden by law. The term *lawful* more clearly suggests an ethical content than does the word *legal*. The latter merely denotes compliance with technical or formal rules, whereas the former usually signifies a moral substance or ethical permissibility. An additional distinction is that the word *legal* is used as the synonym of constructive, while *lawful* is not. *Legal fraud* is fraud implied by law, or made out by construction, but *lawful fraud* would be a contradiction in terms. *Legal* is also used as the antithesis of equitable, just. As a result, *legal estate* is the correct usage, instead of *lawful estate*. Under certain circumstances, however, the two words are used as exact equivalents. A *lawful* writ, warrant, or process is the same as a *legal* writ, warrant, or process.

Common Law: A system of law that prevails in England and in countries colonized by England. The name is derived from the medieval theory that the law administered by the king's courts represented the common custom of the realm, as opposed to the custom of local jurisdiction that was applied in local or manorial courts. In its early development common law was largely a product of three English courts; King's Bench, Exchequer, and the Court of Common Pleas, which competed successfully against other courts for jurisdiction and developed a distinctive body of doctrine. The term common law is also used to mean the traditional, precedent-based element in the law of any common-law jurisdiction, as opposed to its statutory law or legislation (see statute), and also to signify that part of the legal system that did not develop out of equity, maritime law, or other special branches of practice.

All Canada except Quebec and all of the United States except Louisiana follow common law. U.S. state statutes usually provide that the common law, equity, and statutes in effect in England in 1603, the first year of the reign of James I, shall be deemed part of the law of the jurisdiction. Later decisions of English courts have only persuasive authority.

Common law may be summarized by three simple rules:

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- You do not steal from anyone
- You do not harm anyone
- You do not use fraud in your contracts

Statute Law: *A Statute is a rule created by a representative governing body of a society designed to create common goals, which carries the force of law by the consent of the governed.* A Statute only carries the force of law upon you ***if you consent to it. If you do not give your consent, a Statute cannot affect you in any way whatsoever.*** And the courts know this. You may not, but they certainly do and the last thing they will do is tell you. In point of fact they will hide this from you at every opportunity. On the other hand, if you tell them, they will accept it because they know it is actually true.

Law of Contract

A contract is an exchange of promises between two or more parties to do, or refrain from doing, an act which is enforceable in a court of law. It is a binding legal agreement. That is to say, a contract is an exchange of promises for the breach of which the law will provide a remedy.

The Elements of a Contract

Typically, in order to be enforceable, a contract must involve the following elements:

A "Meeting of the Minds" (Mutual Consent)

The parties to the contract have a mutual understanding of what the contract covers. For example, in a contract for the sale of a "mustang", the buyer thinks he will obtain a car and the seller believes he is contracting to sell a horse, there is no meeting of the minds and the contract will likely be held unenforceable.

Offer and Acceptance

The contract involves an offer (or more than one offer) to another party, who accepts the offer. For example, in a contract for the sale of a piano, the seller may offer the piano to the buyer for \$1,000.00. The buyer's acceptance of that offer is a necessary part of creating a binding contract for the sale of the piano. If an offer is in writing, it has to be signed by both parties, otherwise it is a unilateral contract which cannot be enforced in a court of law.

Mutual Consideration (The Mutual Exchange of Something of Value)

In order to be valid, the parties to a contract must exchange something of value. In the case of the sale of a piano, the buyer receives something of value in the form of the piano, and

the seller receives money. However, if a credit card company has created the money 'out of thin air' on computer keyboard, is it valid consideration?

Performance or Delivery

In order to be enforceable, the action contemplated by the contract must be completed. For example, if the purchaser of a piano pays the \$1,000 purchase price, he can enforce the contract to require the delivery of the piano. However, unless the contract provides that delivery will occur before payment, the buyer may not be able to enforce the contract if he does not "perform" by paying the \$1,000.

Good Faith

It is implicit within all contracts that the parties are acting in good faith. For example, if the seller of a "mustang" knows that the buyer thinks he is purchasing a car, but secretly intends to sell the buyer a horse, the seller is not acting in good faith and the contract will not be enforceable.

Appendix P: Testimonials

Does that sound incredible to you? That you could actually **eliminate** credit card debts and *never make another payment*? More than a few of the people who have come to us for help have felt that way, too:

“Your team is incredible, you help stop the foreclosure on my house and even help me release my mortgage. I am forever grateful! Thanks.”

Paul T., Portland, OR

“Thank you, I really really believe in your company... it's been a hard month with Ray's surgery he almost died and it's just been really a hard year for me with my mom having cancer and a few deaths... sometimes I feel like omg is this my life... so thank you for understanding all of this....I trying to get on top of everything it has gotten on top of me unfortunately.... thanks again for saving my house and **RELEASING ALL OF MY DEBTS!**”

Sandra P., Sparks, NV

“I am so thankful you helped me with those fraudster banks. I can't believe you were able to help me stop the foreclosure on my house AND release the mortgage on my house on #657. I can't wait to release the mortgages on the other 3 houses I own. Awesome!”

Mark S., St. Petersburg, FL

“When I called you about debt termination, the very idea sounded pretty crazy. But, I'd about run out of options, so I decided to go for it. Why not eliminate credit card debt? Sure does feel good to have \$1.2 M of debt off my back! Thanks!”

Steve M., Ellicott City, Maryland

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"I ran my credit Tuesday and the finally zero'd out the PFCU ELOC account for \$10,500. That his history! They were fighting me for that money too. The \$24,500 credit card is gone too!.....no more bad consumer debt that I will have to fight! Just 2 years ago, I was talking to you about bankruptcy. You saw all of those bad debts I had from the divorce. Not including the PFCU credit card, I have gotten rid of at least 50k in bad debt and my credit is back in the 600's in 2 years. My credit has gone from from "very poor" to "fair". And just recently, that 'fair' credit allowed me to get a new car! It is going to continue getting better! Being single, you have no one that will mess up your finances.

Thanks for everything!"

Delaney C., Alexandria, VA

"Thank you for working with me. I am so lucky to find your program. I don't know what I would do if I did not find the God sent help you provided me and my family."

Patricia S., Easton, MA

"Thanks for making Tina and I a believer! Wow! We stopped the sale of our house with one of your processes. Now they have to validate the debt like you told us. I am so glad I had the faith in your program. It was really scary to make the decision and I am so glad we are IN! THE DEBTS WILL BE HISTORY AND I LOOK TO DO CHARITY WORK WITH ALL MY FREE TIME! This is a dream come true!"

Greg and Tina W., Fairfax, VA

"We have been thru so much lately and being able to stay in our house is the biggest gift we can have. It is really hard to believe all this can be possible, however the facts, statutes, codes and Supreme Court cases don't lie so we are happy we stuck with your program to get our house FREE and CLEAR! Thanks again!"

Yvonne H., Capital Heights, MD

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“It was going to be embarrassing, and humiliating. After working with you I eliminated over \$65,000 of credit card debt and over \$920,000 of secured debt. You helped me understand the TRUTH about our banking system and the fraud. Your support was incredible. Thank You.”

Clair E., Springfield, VA

“I have reviewed the document you sent and have made notes of corrections where I found them. I have also reviewed for understanding as you requested. I don't understand most of the legalese language...which I'm having faith in your organization to carry...however I do get the overall idea of what you are saying and am getting a grasp of the violations which these banks have been getting away with....makes me angry when I realize what they are up to...I am glad I am able to do something about the Fraud the Banks are committing against me and against the average person. I am happy that you helped me rid over \$45K in Credit Card debt and my rental for \$225K. THANKS FOR ALL YOUR HELP! THIS IS REAL FREEDOM!”

Sterling H., Woodbridge, VA

“Thanks again for all this..and I know the best comes out of all the reading and work you put into this to help me and my family. I am exciting about my future debt free life! No more credit card debts and NO MORE MORTGAGE! I am a free man! Free from debt slavery!”

Jorge V, Woodbridge, VA

“The BK attorney, Wayne Boyack and his paralegal, Kay, are extremely excited about asking the banks for proof of the deed and the accounting! They absolutely love it because if it works, the potential is huge for all their clients...it will be a domino effect....Sweet!

Thanks for teaching my local attorney about the 1%, which is the thing that 99% of other attorneys do not know about! I never thought I would be looking forward to the BK process. ;-)”

Mark L., Seattle, WA

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“It is so nice to be able to get \$1200 in cash flow each month from my rental! Over a year ago, I was going to give the house away thru a short sale or foreclosure and now I am debt free with a house that has no mortgage! Incredible what a year makes and more incredible is your knowledge, support and education! Thank you dearly.”

David and Estelle P., Oxen Hill, MD

Call us at 866 4 Way Out or 866 492 9688:

Our experienced service professionals have been helping people with debt resolution, tax freedom, and credit repair, for a free consultation call today. Contact us and see if you qualify. Give us your name, phone #, email and any comments you like to add/ask.