

TITLE 15 AND MORE

**100+**  
**CONSUMER**  
**LAW**

**VIOLATIONS**

(FULL AFFIDAVIT EDITION)

**1st EDITION**

THE DAM DOCTA

100+ Consumer Law Violations  
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# TOOL TO USE

When you are constructing your affidavits you may be concerned about putting this study material into your own words. Feel free to use quillbot.

<https://quillbot.com/>

This tool will help in your process in making your own affidavit and making sure you do not have to worry about plagiarizing or being called frivolous in your argument when creating your own affidavits. I hope this serves you well.

Also I know I said common, but there is a section of MISC laws which are not common which should be common in our efforts to obtain remedy. May the most high bless you and your family on your journey to freedom.

## HELPFUL SHORTCUT KEYS.

CTRL (CMD) + F = To search document.

SHIFT+CTRL (CMD) + V = Paste & format.

In this ebook, I will explain the most commonly used laws Title 15, briefly elaborate and give an example of how that law can be used inside an affidavit for educational purposes only.

I dedicate this book to this most high who has lead to me through this journey. I pray to honor him and help all who enter this journey. Be strong as you are more powerful than you know.

Take care and be blessed.

# **BONUS**

**For buying the full version of this ebook,  
I will include how to construct an affidavit with  
an example to help you on your journey**

**God bless you.**

# FDCPA

TITLE 15 CHP 41 § 1692

FAIR DEBT COLLECTION PRACTICES ACT



The Fair Debt Collection Practices Act is very powerful as it intertwines with many other federal laws and provides the greatest protection of all consumer laws.

A strong understanding of the Fair Debt Collection Practices Act allows for the freedom of alleged obligations, unfair and abusive business practices, and most important freedom from mental slavery.

To enforce these laws these are best quoted in an affidavit. This way as the law states, an affidavit which quotes federal law can only be rebutted with federal law inside an affidavit in response, rebutting the original affidavit, line by line. If the affidavit is not rebutted then your experience, put in an affidavit, becomes truth.

You want to master the affidavit in order to defend and assert yourself in this business world often referred to as commerce.

# **TITLE 15**

# 1692

**(Congressional findings and  
declaration of purpose)**

## 15 U.S.Code § 1692(a)

1692(a) - Consumer has a right to privacy.

### AFFIDAVIT

Notice, it is a fact, I, the affiant is a consumer and has the right to privacy in accordance with 15 U.S.Code § 1692(a).

**15 USC 1692(a)**

**TITLE 15**

**1692A**

**(Definition)**

## 15 U.S.Code § 1692a(3)

1692a(3) – consumer, Natural person, alleged to owe a debt.

### **AFFIDAVIT**

Notice, it is a fact, I, the affiant, is a consumer and a natural person in accordance with 15 U.S.Code § 1692a(3).

**15 USC 1692(a)(3)**

## 15 U.S.Code § 1692a(2)

1692a(2) - Communication via any medium.

### **AFFIDAVIT**

Notice, it is a fact, pursuant to 15 U.S.Code § 1692a(2) communication is conveying information through any medium, which includes, mail, email, publications, text, letters, phone calls, etcetera as it pertains; so be it

**15 USC 1692(a)(2)**

## 15 U.S.Code § 1692a(4) 15 USC 1692(a)(4)

1692a(4) - creditor, [Proves Consumer as the original creditor] as the consumer answers the question “who created the debt?” Creditor means ANY person who offers or extends credit, creating a debt or to whom a debt is owed. Also excludes alleged creditors because it does not include any person who receives an assignment.

### **AFFIDAVIT**

Notice, it is a fact, pursuant to 15 U.S.Code § 1692a(4), the term creditor means any person who extends credit creating the debt. I extended the credit which makes me the original creditor in fact.

## 15 U.S.Code § 1692a(5) 15 USC 1692(a)(5)

1692a(5) – debt, Obligation or an alleged obligation.

### AFFIDAVIT

Notice, it is a fact, pursuant to 15 U.S.Code § 1692a(5), a debt is any obligation or alleged obligation.

## 15 U.S.Code § 1692a(6) 15 USC 1692(a)(6)

1692a(6) - debt collector. To trap a debt collector and prove the company does in fact fall under the FDCPA, go to your secretary of state site and performing a business name look up, if it is anything different than their contract or DBA then they are a debt collector. You can also use the site <https://opencorporates.com/> to find this information

### AFFIDAVIT

Notice, it is a fact, affiant has reason to believe and do so believes {COMPANY NAME} is a debt collector as described in 15 U.S.Code § 1692a(6) which includes any creditor who, in the process of collecting his own debts, using any name other than his own, as shown in Exhibit (-) which would indicate that a third person is collecting or attempting to collect such debts by way of buying, selling, or moving of products, services, or money across state borders or using interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

## 15 U.S.Code § 1692a(6)

1692a(6) - a debt collector is defined as anyone in the business of collecting a debt.

### 15 USC 1692(a)(6)

Version 2.

### AFFIDAVIT

Notice, it is a fact, that, I, agent for principal (CLIENT NAME) am aware that COMPANY NAME is a “debt collector” by the legal definition. Pursuant to 15 U.S.Code § 1692(a)(6), a debt collector is any person who uses instrumentality of interstate commerce, such as the mails, in any business which the principal purpose is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. See Exhibit (-)

## **15 U.S.Code § 1692a(7)** 15 USC 1692(a)(7)

1692a(7) - Location information includes telephone number, place of abode, place of employment.

### **AFFIDAVIT**

Notice, it is a fact, location information includes the affiant's telephone number, place of abode or place of employment in accordance with 15 U.S.Code § 1692a(7).

**TITLE 15**

**1692B**

**(Acquisition of location information)**



## 15 U.S.Code § 1692b(1)

1692b(1) - must identify themselves, and if requested, state their employer.

### AFFIDAVIT

Notice it is a fact, when the affiant requests the information from {COMPANY NAME} as a debt collector, they must give meaningful disclosure and identify themselves and their employer as requested. The affiant did not receive any meaningful disclosure and has proof in EXHIBIT (--) that {COMPANY NAME} is in violation of 15 U.S.Code § 1692b(1).

**15 USC 1692(b)(1)**

## 15 U.S.Code § 1692b(2)

1692b(2) - states a consumer owes any debt. If the debt has been reported this is a violation of 1692b(2) as someone is stating the consumer owes a debt within a publication.

### AFFIDAVIT

Notice, it is a fact, I, the affiant was told, I owed an alleged debt proven by EXHIBIT (--). This is a violation of 15 U.S.Code § 1692b(2).

**15 USC 1692(b)(2)**

## 15 U.S.Code § 1692b(3)

1692b(3) - cannot communicate more than once unless requested to do so, unless earlier response was erroneous or has reason to believe the location information is correct or complete. This code is important for unwanted phone calls which also violates the Telephone Consumer Protections Act (TCPA).

### AFFIDAVIT

Notice, it is a fact, I, the affiant did not consent to communicate with this {COMPANY NAME} more than our initial point of contact. I did not contract with {COMPANY NAME} nor did I request to have {COMPANY NAME} contact me back. I was contacted numerous times and have proof in EXHIBIT (--) that this behavior by {COMPANY NAME}, as a debt collector, is a violation of 15 U.S.Code § 1692b(2) and the TCPA 47 U.S.Code 227.

**15 USC 1692(b)(3)**

# 15 U.S.Code § 1692b(5) 15 USC 1692(b)(5)

1692b(5) - Nothing on the envelope which indicates debt collection, which includes a symbol or logo.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (--), {COMPANY NAME} has included its symbol while attempting to collect a debt which is a violation of 15 U.S.Code § 1692b(5).

**TITLE 15**

**1692C**

**(Communication in connection with debt collection)**

## 15 U.S.Code § 1692c(a)

1692c(a) – needs prior consent from either the court or the consumer before communication with the collection of any debt.

### AFFIDAVIT

Notice, it is a fact, affiant did not give prior consent to communication to the debt collector, {COMPANY NAME} and the affiant alleges there was no prior consent from a court giving permission to contact I, the affiant in collection of any debts and thus this communication would be {COMPANY NAME} is a violation of 15 U.S.Code 1692c(a) without a court order brought forth.

**15 USC 1692c(a)**

## 15 U.S.Code § 1692c(1) 15 USC 1692c(1)

1692c(1) - can't contact at any time or place inconvenient to the consumer. Debt collectors must assume the best time to call is between 8am and 9pm. However, it still does not excuse them for inconvenient timing. Whether you are at work, or work for yourself, or feel it was inappropriate during that time, it would be a violation.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (--), that {COMPANY NAME} has contacted I, the affiant, during an inconvenient time on (Date) at (Time) as I was (Provide Example) which is a violation of 15 U.S.Code § 1692c(1).

## 15 U.S.Code § 1692c(3)

1692c(3) - can't call place of employment without prior knowledge of the employer's permission.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (--), that {COMPANY NAME} has contacted the affiant's place of employment which is prohibited by the employer and is a direct violation of 15 U.S.Code § 1692c(3). This matter has now defamed my character at my workplace.

**15 USC 1692c(3)**

## 15 U.S.Code § 1692c(b) 15 USC 1692c(b)

1692c(b) – cannot communicate without anyone other than a consumer, attorney or a CRA if permitted by law. By law, a consumer is a natural person. If your name was written in all caps they are referencing the birth certificate organization and thus this is a violation. Also if they haven't validated the debt or if the initial communication (any medium) was on your consumer report it is a violation and not allowed as it is considered debt parking in connection with 15 U.S.Code § 1692d(4).

Version 1.

### **AFFIDAVIT**

Notice, affiant is aware the debt collector, {COMPANY NAME} cannot communicate with anyone other than the consumer, the natural person, in connection with 15 U.S.Code § 1692a(3) or an attorney or consumer reporting agency as permitted by law. However the debt collector, {COMPANY NAME} has communicated with the all caps name principal obligor, {NAME IN ALL CAPS} and has always referred to my principal obligor and not myself the agent, natural person and consumer in fact. This is a violation of 15 U.S.Code § 1692c(b).

## 15 U.S.Code § 1692c(c) 15 USC 1692c(c)

1692c(c) Legal refusal to pay debt. Cease and Desist.

Only communication allowed is; 1. Debt collector states all termination to collect are terminated; 2. Allows consumer to invoke their status of creditor to receive their specified remedy; 3. Allows for the notification of the intention to invoke specified remedy. 4. If the notice is delivered by mail the cease and desist is started upon the receipt of when the mail is sent.

### **AFFIDAVIT**

Notice, it is a fact, affiant is the consumer, in fact and I, the affiant am legally refusing to pay this debt. I am demanding a cease and desist of all illegal activity, any communication and collection activity, including reporting which constitutes collection activity, of this and any alleged debts until you can provide me with the requested information in the affidavit herein.

# 15 U.S.Code § 1692c(d)

1692c(d) - Allows for the invoked status of administrator, executor, and as age or majority, parent can execute over the minor. The minor would be the corporation of your own birth certificate and opposing debt collector. This would also allow for your claim of stating the debt collector has no legal standing as they are in fact a minor in law.

## AFFIDAVIT

Notice, it is a fact, in accordance with 15 U.S.Code § 1692c(d), I, the affiant, consumer in fact, is invoking their administrator and executor status over this matter and is of the age of majority. It is also a fact {COMPANY NAME} is a corporation and is always considered a minor. Corporations who are considered minors have no legal standing or jurisdiction.

## 15 USC 1692c(d)

**TITLE 15**

**1692D**

**(Harassment or abuse)**

## 15 U.S.Code § 1692d(2)

1692d(2) - any language you deem obscene can be a violation per word. Words that are obscene language to you is obscene to you. If you have been falsely accused that may be obscene to you. No one can judge that but you.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and has proof in Exhibit (--) of {COMPANY NAME} stating statement [Quote what was stated by company] which is language that is obscene to me causing me mental anguish and anxiety. This is a violation of 15 U.S.Code § 1692d(2).

**15 USC 1692d(2)**

## 15 U.S.Code § 1692d(4) 15 USC 1692d(4)

1692d(4) - advertisement for sale of any debt to coerce payment of the debt. (debt parking). This can be used in many ways. And in my opinion I give one very limiting example for credit reporting. However this can be used for police tickets, repossessions, foreclosures as they are advertising sale of property or any means of value in order to obtain payment for the alleged debt.

### AFFIDAVIT

Notice, it is a fact affiant is aware, advertisement or publication of a sale or selling of any debt to coerce payment is also known as debt parking in accordance with findings from the Federal Trade Commission. {COMPANY NAME} must valid the debt with the consumer before reporting anything to a consumer report and this has not been done as I, the affiant, has never validated anything with {COMPANY NAME}. This is a violation of 15 U.S.Code § 1692d(4).

## 15 U.S.Code § 1692d(5) 15 USC 1692d(5)

1692d(5) - causing the consumer's phone to ring to annoy, abuse, harass, any person at the number. This again is a violation you can use in conjunction with the TCPA or Telephone Consumer Protections Act, 47 U.S.Code § 227.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, causing the consumer's phone to ring, annoy, abuse and harass the person is a violation of 15 U.S.Code 1692d(5) and the affiant has proof of many calls at many different times, in EXHIBIT (--)



# 15 U.S.Code § 1692d

1692d

Debt collector may not engage in any conduct (no restriction) which will harass, oppress or abuse any person in connection with the collection of a debt. "Oppressing a right" would be conduct not allowed from 1692d. Credit is the right granted and protected by federal law. If any debt collection caused a denial of credit this allows for damages.

Version 1.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware that {COMPANY NAME} may not engage in any contact that would harass, oppress or abuse any person while collecting any debt. {COMPANY NAME} is in violation of 15 U.S.Code § 1692d by furnishing unverified information to my consumer report and contacting me without consent as seen in Exhibit (--).

Version 2.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, credit is a right granted to me as a creditor under the Truth in Lending Act and {COMPANY NAME} does not have right to oppress or abuse any part of my character which would restrict or prohibit my right to extend credit. {COMPANY NAME} has oppressed my right to extend credit which is a violation of 15 U.S.Code 1692d, see Exhibit (--).

## **15 USC 1692d**

# 15 U.S.Code § 1692d(1)

1692d(1) - Threats of violations, or criminal means to harm the reputation or property of any person.

Version 1.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (-- ) of {COMPANY NAME} threatening to report unverified, false and misleading information to my consumer report which is a violation of 15 U.S.Code § 1692d(1) and a violation of my 4th amendment right to be secure in my papers such as consumer reports about my person.

Version 2.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (-- ) of {COMPANY NAME} threatening to harm and or seize my property which is a violation of 15 U.S.Code § 1692d(1) and a violation of my 4th amendment right to be secure in my property.

Version 3.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (-- ) of {COMPANY NAME} threatening to report unverified, false and misleading information to my consumer report.

## **15 USC 1692d(1)**

# 15 U.S.Code § 1692d(6)

1692d(6) - phone calls without meaningful disclosures of the caller's identity. Use this to attack them for not disclosing they are debt collectors after asking 3 times what the call is in reference to.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware it is a violation of 15 U.S.Code § 1692d(6) to make phone calls to a consumer without meaningful disclosures of the caller's identity. I, affiant made several attempts to get meaningful and reasonable disclosure from {COMPANY NAME} however I did not receive any meaningful disclosure.

## **15 USC 1692d(6)**

**TITLE 15**

**1692E**

**(False or misleading representations)**

## 15 U.S.Code § 1692e(1)

Any use of any false, deceptive or misleading representation, or means in connection with the connection with the collection of any debt.

1692e(1) No badge uniform while collecting debts, aka police, judges.

### AFFIDAVIT

Notice, it is fact, affiant is aware, while collecting debt, this debt collector, {Person Name} employed by {COMPANY NAME} was wearing a badge. Please provide the bonding number and bonding company showing that the individual is bonded by the United States otherwise, this representation was false, deceptive, misleading, fraudulent and a violation of 15 U.S.Code § 1692e(1).

**15 USC 1692e(1)**

## 15 U.S.Code § 1692e(2) 15 USC 1692e(2)

1692e(2)(A) - false character, amount, or legal status of any debt. - AKA if your amount is shown in the positive it is a false and misrepresentation. If the balance was owed in a bank account it would be shown in the negative. This amount is shown in the positive. How can a person pay on a positive amount?

### AFFIDAVIT

Notice, it is a fact, affiant is aware, the false character of the amount of any debt is a violation of 15 U.S.Code § 1692e(2)(A). Affiant has proof of this violation as {COMPANY NAME} allege I, the affiant, owes a debt but the alleged debt is shown in the positive amount, as seen in Exhibit (-)

## 15 U.S.Code § 1692e(3)

**15 USC 1692e(3)**

1692e(3) - You cannot be a debt collector and an attorney at the same time.  
Version 1.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, you cannot represent as an attorney and collect a debt at the same time without being a debt collector. This is a violation of 15 U.S.Code § 1692e(3) and I, the affiant do not want to speak to this third party as they were not involved in the original transaction and I do not consent to this third party being in my affairs. Any testimony or representation from this third party would and will be considered heresay.

Version 2.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, that any communication from an attorney is a violation. Exhibit (-) is proof of communication from an attorney employed by {Company Name}, which is a direct violation of 15 U.S.Code § 1692e(3).

# 15 U.S.Code § 1692e(4) 15 USC 1692e(4)

1692e(4) – Foreclosures, Repossessions, Wage garnishment, or arrests are all illegal in the collection of any debts. This is similar to the 4th amendment.

Version 1.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, this threat of foreclosure, that I, the affiant has proof of in EXHIBIT (--) is a violation of 15 U.S.Code § 1692e(4) and is fraud and illegal in the collection of any debts. This is a right secured to me by this code herein and the 4th amendment of the U.S Constitution.

# 15 U.S.Code § 1692e(4) 15 USC 1692e(4)

1692e(4) – Foreclosures, Repossessions, Wage garnishment, or arrests are all illegal in the collection of any debts. This is similar to the 4th amendment.

Version 2.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, this threat of repossessions, that I, the affiant has proof of in EXHIBIT (--) is a violation of 15 U.S.Code § 1692e(4) and is fraud and illegal in the collection of any debts. This is a right secured to me by this code herein and the 4th amendment of the U.S Constitution.

# 15 U.S.Code § 1692e(4)

## 15 USC 1692e(4)

1692e(4) – Foreclosures, Repossessions, Wage garnishment, or arrests are all illegal in the collection of any debts. This is similar to the 4th amendment.

Version 3.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, this threat of wage garnishment, that I, the affiant has proof of in EXHIBIT (--) is a violation of 15 U.S.Code § 1692e(4) and is fraud and illegal in the collection of any debts. This is a right secured to me by this code herein and the 4th amendment of the U.S Constitution.

# 15 U.S.Code § 1692e(4)

1692e(4) - Foreclosures, Repossessions, Wage garnishment, or arrests are all illegal in the collection of any debts. This is similar to the 4th amendment.

Version 4.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, this threat and or action of arrest that I, the affiant has proof of in EXHIBIT (--) is a violation of 15 U.S.Code § 1692e(4) and is fraud and illegal amidst the collection of any debts. This is a right secured to me by this code herein and the 4th amendment of the U.S Constitution.

**15 USC 1692e(4)**

## 15 U.S.Code § 1692e(7)

1692e(7) - A consumer cannot commit a crime.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, that {COMPANY BANK} has wrongfully accused I the affiant, of a crime which is a violation of 15 U.S.Code § 1692e(7) and has proof EXHIBIT (--).

**15 USC 1692e(7)**

## 15 U.S.Code § 1692e(8) 15 USC 1692e(8)

1692e(8) – Communicating with any person false credit information including failure to communicate the debt is being disputed Aka false and misleading reporting.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (--) of false and inaccurate credit information reported and it is a violation of 15 U.S.Code § 1692e(8).

## 15 U.S.Code § 1692e(9) 15 USC 1692e(8)

1692e(9) - false court documents

### AFFIDAVIT

Notice, it is a fact, affiant has reason to believe and do so, believes {COMPANY NAME} provided false representation of court ordered documents as seen in Exhibit (--), which is a violation of 15 U.S.Code § 1692e(9).

## 15 U.S.Code § 1692e(10) 15 USC 1692e(10)

1692e(10) – anything you deem false and deceptive with evidence.

### AFFIDAVIT

Notice, it is a fact, affiant has proof in EXHIBIT (--) with reason to believe and do so believe [INSERT AN ACTION YOU BELIEVE IS FALSE AND DECEPTIVE] and this is a violation of 15 U.S.Code § 1692e(10).

## 15 U.S.Code § 1692e(11) 15 USC 1692e(11)

1692e(11) – the infamous Miranda “this communication is from a debt collector. This is an attempt to collect a debt and that any information obtained will be used for that purpose.” This has to be exact. It also must be included in every subsequent communication.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and have proof in EXHIBIT (--) of {COMPANY NAME} as a debt collector, has not conveyed the miranda as exactly as required under FDCPA and thus is a violation of 15 U.S.Code § 1692e(11).

## 15 U.S.Code § 1692e(12)

1692e(12) – the assignee clause which makes the 3rd party debt collector and the one who assigns the debt liable.

### AFFIDAVIT

Notice, it is a fact, affiant has reason to be believe and do so believes, {COMPANY NAME} in accordance to Article 9, the assignment of a defaulted note is illegal. Both the assignee and the assigned are both liable for violations under 15 U.S.Code § 1692e(12) .

**15 USC 1692e(12)**



**TITLE 15**

**1692F**

**(Unfair practices)**

# 15 U.S.Code § 1692f(1)

1692f(1) - collection of many amounts other than interest or agreed upon within the original contract (we agreed within a contract a specified amount and if it's not the original amount which was specified, the opposing party cannot collect).

## AFFIDAVIT

Notice, it is a fact, affiant is aware that the amount specified by the original contract is different from what {COMPANY NAME} is attempting to collect. There is no prior contract which authorizes them to collect the amount, shown in Exhibit (--), that {COMPANY NAME} is attempting to collect and no part of the contract expressly authorized the collection of this amount. This is a violation of 15 U.S.Code § 1692f(1)

## 15 USC 1692f(1)

# 15 U.S.Code § 1692f(6)

1692f(6) - to threaten to take any of your "property" in order to collect a debt. This law makes repossession and foreclosure letters illegal because the 4th amendment protects property from seizure. If you "owned" or took ownership of your birth certificate under a security agreement within a trust giving you control over your minor account and/ or had legal standing within law, the mere demand to have your all caps name pay is a violation of this law. Also perform a UCC- 11 lien search to verify this fact.

## AFFIDAVIT

Notice, it is a fact, affiant is aware {COMPANY NAME} has no present right to possession of the property claimed as collateral through an enforceable security interest as I, the affiant have no lien's against me and property is exempt by law from such dispossession or disablement due to my 4th amendment rights. {Company Name} threat to seize or take any of the affiant's property as show in Exhibit (-- ) is a direct violation of 15 U.S.Code § 1692f(6)

## 15 USC 1692f(6)

## 15 U.S.Code § 1692f(7) 15 USC 1692f(7)

1692f(7) – no communication via post card

### AFFIDAVIT

Notice it is a fact, affiant is aware {COMPANY NAME} used a post card shown in EXHIBIT (--) as a form of communication to I the affiant and is in violation of 15 U.S.Code § 1692f(8)

## 15 U.S.Code § 1692f(8) 15 USC 1692f(8)

1692f(8) – No symbols are allowed within or outside other than the company's own name in the attempt to collect any debt.

### AFFIDAVIT

Notice it is a fact, affiant is aware and has proof in EXHIBIT (--) of {COMPANY NAME} being in violation of 15 U.S.Code § 1692f(8) as there can be no symbols on the outside or inside the mails in the attempt of collection of any debts.

**TITLE 15**

**1692G**

**(Validation of debts)**

# 15 U.S.Code § 1692g 15 USC 1692g

This is a very important section and I have broke this section down in detail in order to properly address all the information within this one subsection. You need five material facts within the debt notice five days after the initial communication which includes;

- 1). amount of debt.
- 2). the name of the creditor to whom the debt is owed.
- 3). A miranda which states "unless the debt 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). Another miranda which states "if you 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."
- 5). And a final miranda which states "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."

If you notify the debt collector within 30 days the debt is being disputed according to the FTC;

" Reporting debts first and asking questions later – or not at all – can land collectors in a steaming alphabet soup of FDCPA and FCRA violations." A debt collector must do notify you before reporting otherwise quote this;

"[debt collectors] violate the Fair Credit Reporting Act by furnishing information to credit reporting agencies they knew or had reasonable cause to believe was inaccurate, by failing to conduct reasonable investigations of disputes, and by failing to report the results of those investigations to consumers."

HOWEVER if they never contacted you at all or you never spoke on phone etc, they did not conduct a reasonable investigation. Sending a letter and you not responding is not a reasonable investigation. So it is still a violation for having a debt reported without speaking to you and validating the debt beforehand.

Usually, debt collectors send a notice and after 30 days of no response, they assume the debt is valid and report from there. This is not legal without verification however the debt collector will make the argument that the notice was given, so please respond to all debt collector notices letting them know you do not consent to any offers to contract nor do you validate any debts.

[https://www.ftc.gov/news-events/blogs/business-blog/2020/11/setting-debt-parking-brake?fbclid=IwAR389OrvTpUFMAM8ySSdkRXRCiNW-RZBS5FHAnCOExREi61-78UHDMiQdeQ\\_](https://www.ftc.gov/news-events/blogs/business-blog/2020/11/setting-debt-parking-brake?fbclid=IwAR389OrvTpUFMAM8ySSdkRXRCiNW-RZBS5FHAnCOExREi61-78UHDMiQdeQ_)

# 15 U.S.Code § 1692g(a)

1692g(a) - This does not validate a debt. This simply is requirement on the debt collector.

Version 1

## AFFIDAVIT

Notice, it is a fact, nothing within the subsection of 15 U.S.Code § 1692g(a), validates a debt. This section of the FDCPA simply states a requirement of the debt collector to deliver, to I the consumer and affiant, in the process of validating a debt. No debt has been validated, and I have never admitted any liability of this alleged debt in the past and I do not claim liability now. No proof of claim can be validated without the requested information in the affidavit herein is provided to the affiant.

## 15 USC 1692g(a)

# 15 U.S.Code § 1692g(a)

1692g(a) - This does not validate a debt. This simply is requirement on the debt collector.

Version 2.

## AFFIDAVIT

Notice, it is a fact, affiant has reason to believe and do so believes no written notice was received within five days of the initial communication between {COMPANY NAME} and I the affiant as, the first communication received from this debt collector was on the affiant's consumer report with proof shown in EXHIBIT (--). This debt is unverified, does not follow the requirements and is a violation of 15 U.S.Code § 1692g

## 15 USC 1692g(a)

# 15 U.S.Code § 1692g(a) 15 USC 1692g(a)

1692g(a) - This does not validate a debt. This simply is requirement on the debt collector.

Version 3

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, it has not been 30 days since the receipt of the initial notice and there is no way {COMPANY NAME} could have legally validated this debt without directly speaking to I, the consumer and affiant, yet this debt was reported the affiant's consumer report before the 30 days of this receipt of this notice with proof in EXHIBIT (--). This is a violation of 15 U.S.Code § 1692g and is known as debt parking by the Federal Trade Commission.

# 15 U.S.Code § 1692g(b)

1692g(b) - If you dispute the debt in writing, they cannot continue to report the debt until the dispute is over as the communication must stop. If not this is a violation.

## AFFIDAVIT

Notice, it is a fact, on [ENTER DATE OF FIRST DISPUTE] I, the affiant, have sent a notice of dispute on the validity of this alleged debt to {COMPANY NAME}. During this time it is required for all debt collectors to cease all collection activity including any previous furnishing of the dispute information until the dispute is resolved. Affiant has proof in EXHIBIT (--)) this debt collector not only did not remove the account, {COMPANY NAME} did not report a notice of dispute. This is a direct violation of 15 U.S.Code § 1692g(b).

# 15 U.S.Code § 1692g(c)

1692g(c) - If you don't dispute they cannot assume you are guilty and use it as an excuse in court. As long as there is no admission to liability they can't assume no court can assume the debt is valid. The phrase silence is acceptance does not apply to the consumer even if legal action is taken, once the consumer disputes the debt. Of course however if you do not show up to court then a default judgement can be issued as there is no defense. Please keep this in mind. Go to court if you are summoned and defend yourself. Also if you exercise your rights or if you are late to respond none of these situations can be construed as admission of liability

## AFFIDAVIT

Notice, it is a fact, affiant is aware, with no admission to liability in the past, no liability can be assumed by {COMPANY NAME} or any court against I, the consumer and affiant, in fact, in the the case of any legal action pursuant to 15 U.S.Code § 1692g(c) and I, the consumer and affiant, do not admit to any liability for any alleged debts.



**TITLE 15**

**1692H**

**(Multiple debts)**

**a personal favorite of mine**

# 15 U.S.Code § 1692h 15 USC 1692h

1692h - Run me back my money.

## **AFFIDAVIT**

Notice, it is a fact, in accordance with 15 U.S.Code § 1692h I, the consumer and affiant in fact, give, with my written instruction, direction for {COMPANY NAME} to redirect all prior payments, and all current payments to rectify the matters herein, to me.

**TITLE 15**

**16921**

**(Legal actions by debt collectors)**

## 15 U.S.Code § 1692i(a)(1)

1692i(a)(1) - debt collectors can only sue against a property in the county of where the property is located.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, the debt collector can only bring legal action in the county of my abode and this legal action is a direct violation of 15 U.S.Code § 1692i(a)(1)

**15 USC 1692i(a)(1)**

## 15 U.S.Code § 1692i(a)(2)

1692i(a)(2) - if the debt collector sues for debt which is not real property, they can only sue with a contract the consumer signs. If the consumer didn't sign a contract there is no sue that can be taken.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, when debt is not secured by real property, {COMPANY NAME} can only sue if the contract authorizes the ability for the debt collector to sue the affiant. I, the affiant, did not sign to any such contract to authorize a lawsuit against me and this legal action is a violation of 15 U.S.Code § 1692i(a)(2).

**15 USC 1692i(a)(2)**

## 15 U.S.Code § 1692i(b) 15 USC 1692i(b)

1692i(b) - None of this gives approval for a debt collector to sue you. This is the code which states the attorney have no standing.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, as pursuant to 15 U.S.Code § 1692i(b) {COMPANY NAME} has given no legal authorization nor do I authorize the bringing of any legal action against I, the consumer, in fact.

**TITLE 15**

**1692J**

**(Furnishing certain deceptive forms)**

## 15 U.S.Code § 1692j 15 USC 1692j

1692j - False and deceptive forms. A form which is made to believe the debt has something to do with you or you are obligated and you are not, is false and deceptive. Fraud found in a form is a false and deceptive form and a violation of this act. For example if you go and get a car after a consumer credit transaction, you went for a car and gave credit. Companies are known to make what's called asset accounts. You never went to have an account made, this is a false and deceptive form because they never disclose this account being made. This includes statements which falsely accuses you of owing a debt. The delivery of these forms via mail constitutes mail fraud. However this subsection would not be used from inception of a contract, only after when an alleged debt is in the process of being collected and there is fraud found.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, there has been fraud found in this form shown in EXHIBIT (--). This form is therefore false and deceptive, void and a violation of 15 U.S.Code § 1692j

**TITLE 15**

**1692K**

**(Civil liability)**



## 15 U.S.Code § 1692k(a)(1) 15 USC 1692k(a)(1)

1692k(a)(1) - Allows for any action of damage.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware pursuant to 15 U.S.Code § 1692k(a)(1) allows civil liability rewards for any damages, which may include stress, harassment, anxiety, mental anguish, and other damages all caused by violations of FDCPA due to {COMPANY NAME}'s abusive and deceptive business practices.

15 USC 1692k(a)(2)(A)

## 15 U.S.Code § 1692k(a)(2)(A)

1692k(a)(2)(A) - 1000 dollars for each proceeding. To get a 1000 dollars per violation, you will use 1000 dollars as actual damage under 15 U.S.Code § 1692k(a)(1)

### AFFIDAVIT

Notice, it is a fact, 15 U.S.Code § 1692k(a)(2)(A) states an individual action is a violation worth 1000 dollars for proceeding, however understand 15 U.S.Code § 1692k(a)(1) these violations has caused actual damages to me, {LIST DAMAGES for each violation}

15 USC 1692k(a)(2)(B)

## 15 U.S.Code § 1692k(a)(2)(B)

1692k(a)(2)(B) -If you win a civil suit and file a class action, you can obtain up to 500,000 or 1% of the company.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, If judgement is made against {COMPANY NAME} I, the affiant, can and will pursue class action for the amount of 500,000 to 1% of your company in accordance with 15 U.S.Code § 1692k(a)(2)(B)

## 15 U.S.Code § 1692k 15 USC 1692k(d)

1692k(d) - you can invoke your jurisdiction. And as the administrator, or judge, and the creditor under 1692c(d) and you can administer judgement as the administrator.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, under 15 U.S.Code § 1692k(d) I, the affiant am invoking my jurisdiction and will administer judgement over this matter in accordance with to 15 U.S.Code § 1692c(d). I, the creditor in fact in accordance with 15 U.S.Code § 1692a(4) and as the creditor who has created the debt, I will declare default judgement in favor of I, the affiant due to {COMPANY NAME} failure to rebut the affidavit and their failure to bring a proof of claim in this administrative audit shown in prior notices in EXHIBITS (--).

# FCRA

TITLE 15 CHP 41 § 1681

FAIR CREDIT REPORTING ACT

Fair Credit Reporting Act is the law that governs consumer reporting agencies AND any other type of consumer reporting.

There is a huge misconception that the fair credit reporting act is only applicable to consumer reporting agencies however the law states differently.

Take your time with this section of the law and you may find great success in correcting your own consumer reports. The CRAs instruct their employees not to read affidavits so be sure you send the affidavits to the registered agents.

Keep in mind you cannot fix credit. It's not possible. However, I will save that for the next section, the Truth in Lending Act.

Again, I strongly encourage studying this Ebook alongside the actual federal laws for your own full understanding. Also, understand throwing laws in an affidavit will not net your automatic success. Study is required to know which law best suits your situation.

**TITLE 15**

**1681**

**(Congressional findings and  
statement of purpose)**

## 15 U.S.Code § 1681(a)(4) 15 USC 1681(a)(4)

1681(a)(4) – Consumer’s right to privacy

### AFFIDAVIT

Notice, it is a fact, I, the affiant is a consumer has the right to privacy pursuant to 15 U.S.Code § 1681(a)(4). {COMPANY NAME} has violated my right to privacy by furnishing private information about me without any lawful authority or my written consent.

## 15 U.S.Code § 1681(b) 15 USC 1681(b)

1681(b) – CRAs must follow reasonable procedures. Must be fair and equitable to the consumer.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, all consumer reporting agencies, must follow reasonable procedures pursuant to 15 U.S.Code § 1681(b). The reasonable procedures listed in the affidavit herein were not followed and this a violation of 15 U.S.Code § 1681(b)

# TITLE 15

# 1681A

(Definitions; rules of  
construction)



## 15 U.S.Code § 1681a(d)

1681a(d) Consumer report - It can be oral, written or any other form of communication. A publication, a list, a phone call describing you, and used to determine, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living for the purpose of credit, employment, insurance or anything authorized with permissible purpose is a consumer report. A job can produce a consumer report just like a consumer reporting agency.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware {COMPANY NAME} has furnished a consumer report for the purposes of employment, insurance and or credit as described under 15 U.S.Code § 1681a(d)

### **15 USC 1681a(d)**

## 15 U.S.Code § 1681a(f)

1681a(f) - Consumer reporting agencies - Examples are Experian, Transunion, Equifax. However there are over 300+ agencies who collect, house, and sell your information. Any person who produces a consumer report would be a CRA.

[https://files.consumerfinance.gov/f/documents/cfpb\\_consumer-reporting-companies-list.pdf](https://files.consumerfinance.gov/f/documents/cfpb_consumer-reporting-companies-list.pdf)

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware {COMPANY NAME} is a consumer reporting agency pursuant to 15 U.S.Code § 1681a(f) due to their business practices of collecting monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

### **15 USC 1681a(f)**

## 15 U.S.Code § 1681a(2)(A)(i)

1681a(2)(A)(i) - Reported information cannot be only transactions and experiences between the consumer and a company.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware this reported information is only information based solely on transactions and experiences between I, the consumer, and this {ACCOUNT NAME}. This is a violation of 15 U.S.Code §1681a(2)(A)(i) as shown in Exhibit (--).

### **15 USC 1681a(2)(A)(i)**

## 15 U.S.Code § 1681a(2)(A)(iii)

1681a(2)(A)(iii) - The consumer must be given a chance to direct the information whether they want the information about a transaction they had to be reported or not. This is referenced in the Gramm Leach Bliley Act

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, a consumer must be given a chance to direct whether they want the information about a transaction to be reported or not. This is referenced in the Gramm-Leach Bliley Act. Affiant was not given the chance to opt-out of having this reported information about {ACCOUNT NAME AND NUMBER} not being reported and is a violation of 15 U.S. Code § 1681a(2)(A)(iii) and must be removed.

### **15 USC 1681a(2)(A)(iii)**

# 15 U.S.Code § 1681a(2)(B)

1681a(2)(B) - if a transaction was authorized by your social security card, the real credit card first defined under the Truth in Lending Act, this transaction must be excluded from your consumer report.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, transactions authorized by my credit card, and credit card is defined in both FCRA and has the same as the definition in TILA as any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor, or services on credit. Thus making my social security card a credit card. This account was authorized by my social security card, a credit card and therefore must be excluded from my consumer report. This reported information published on my consumer report shown in Exhibit (--) for {ACCOUNT NAME AND NUMBER}. This is a violation of 15 U.S. Code § 1681a(2)(B) and must be removed.

**15 USC 1681a(2)(A)(B)**

## 15 U.S.Code § 1681a(e)

1681a(e) - investigated reports must have sources of interviews of family and friends, and the results cannot contain factual information.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, if there is an account which comes back verified pursuant to 15 U.S.Code § 1681a(e) there must be an investigative report with the source of the report coming from interviews of family and friends and the results cannot contain factual information. I, the affiant, allege no such verification based on an investigative report exists. Please submit a certified copy of the existence of this report with a statement under penalty of perjury that this report was not altered or manufactured in any way. Without this information this is a violation of 15 U.S.Code § 1681a(e) and the {ACCOUNT NAME AND NUMBER} must be removed.

### **15 USC 1681a(e)**

## 15 U.S.Code § 1681a(g)

1681a(g) - The consumer File, includes the full file of a consumer's collected information and the sources of that information.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, pursuant 1681a(g) the term file refers to the full file of collected information and its sources of that information about the consumer.

### **15 USC 1681a(g)**

## 15 U.S.Code § 1681a(i)(2)

1681a(i)(2) - medical information cannot be included - age or gender of a consumer, demographic information about the consumer, including a consumer's residence address or e-mail address, or any other information about a consumer that does not relate to the physical, mental, or behavioral health or condition of a consumer, including the existence or value of any insurance policy. AKA not a damn piece of medical information should be reported.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware medical information furnished about the consumer cannot include the consumers, age, gender, demographic, residence, or any other information that does not relate to the physical, mental, or behavioral health or condition of a consumer. Pursuant to 15 U.S.Code § 1681a(i)(2) this medical collection, shown in Exhibit (--), is a violation and must be removed.

**15 USC 1681a(i)(2)**

## **15 U.S.Code § 1681a(q)(3)**

1681a(q)(3) - Identity Theft definition, similar to REG V 12 CFR 1022.3

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware the term identity theft as described in 15 U.S.Code § 1681a(q)(3) and Regulation V 12 CFR 1022.3 is a fraud committed or attempted using the identifying information of another person without authority.

**15 USC 1681a(q)(3)**

**TITLE 15**

**1681B**

**(Permissible purposes of  
consumer reports)**

## 15 U.S.Code § 1681b(a)(2)

1681b(a)(2) - CRAs need written instruction to make a consumer report by the consumer.

### **AFFIDAVIT**

Version 1.

Notice, it is a fact, affiant is aware a consumer reporting agency needs written instructions by I, the consumer, to furnish a consumer report. Without written instruction this consumer reporting agency has committed fraud by using my identifying information without any lawful authority to furnish this information on my consumer report. By definition {Company Name} has committed identity theft. This is a violation of 15 U.S.Code § 1681b(a)(2) as seen in Exhibit (--) and information associated with {ACCOUNT NAME AND NUMBER} must be removed.

### **15 USC 1681b(a)(2)**

## 15 U.S.Code § 1681b(a)(2)

### **AFFIDAVIT**

Version 2.

Notice, it is a fact, affiant is aware a consumer reporting agency may furnish a consumer report in accordance with the written instructions from the consumer to whom it relates. Please provide the written instructions that I, the consumer gave to {Name of CRA} which has authorized this furnished account. If you cannot provide me with these instructions written by me prior to this notice this has been a fraudulently made consumer report using my identifying information. Exhibit (--) shows proof of 15 U.S.Code § 1681b(a)(2) being violated by {Name of CRA}, which constitutes aggravated identity theft in accordance with 18 U.S.Code § 1028A. The account, {ACCOUNT NAME AND NUMBER} must be removed.

### **15 USC 1681b(a)(2)**



## 15 U.S.Code § 1681b(c)(1)(A)

1681b(c)(1)(A) - This is an inquiry that gets reported onto your consumer report. At times CRAs can say 1681b only refers to inquires, here is a rebuttal.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, section 15 U.S.Code § 1681b, permissible purposes does not only refer to inquires. Inquiries fall under only one subsection under the Fair Credit Reporting Act, Title 15 U.S.Code § 1681(c)(1)(A) and does not make up the entire section of 15 U.S.Code 1681b. The presumption which states 1681b only refers to inquires is false and misleading.

### **15 USC 1681b(c)(1)(A)**

## 15 U.S.Code § 1681b(c)(1)(A)(B)(i)(3)

1681b(c)(1)(A)(B)(i)(3) -  
Unauthorized inquiries

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, this inquiry is unauthorized and has been furnished without my consent. There was no permissible purpose and is a violation of 15 U.S.Code § 1681b(c)(1)(A)(B)(i)(3). Remove this inquiry {ACCOUNT NAME AND DATE} as seen on my report in Exhibit (--).

### **15 USC 1681b(c)(1)(A)(B)(i)(3)**

## 15 U.S.Code § 1681b(e)(6)

1681b(e)(6) - All CRAs must work together and be joined.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, consumer reporting agencies on a nationwide basis must maintain a joint notification system. Affiant has reason to believe and do so believes, this subsection was enacted to maintain maximum possible accuracy amongst consumer reporting agencies. This information for {ACCOUNT NAME AND NUMBER} on my consumer report does not match other consumer reporting agencies shown in Exhibit (--), which means your company has failed to maintain reasonable procedures to keep a joint notification system and is in violation of 15 U.S.Code § 1681b(e)(6). This account, {ACCOUNT NAME AND NUMBER} must be removed.

### **15 USC 1681b(e)(6)**

# **TITLE 15**

# **1681C**

**(Requirements relating to  
information contained in  
consumer reports)**

## 15 U.S.Code § 1681c(f)

1681c(f) - The CRAs need to put a notice of dispute after a reinvestigation after 30 days.

### **AFFIDAVIT**

Notice, it is a fact, and affiant is aware, consumer reporting agencies are required to put in a notice of dispute on accounts, when I the consumer made you aware of the dispute on this account. This dispute started on {ENTER DATE OF ORIGINAL DISPUTE} however after 31 one days there is still no notice of dispute on this account as seen in EXHIBIT (--). This is a violation of 15 U.S. Code § 1681c(f) and {ACCOUNT NAME AND NUMBER} must be removed.

**15 USC 1681c(f)**

# TITLE 15

# 1681C-2

**(Block of information resulting  
from identity theft)**

# 15 U.S.Code § 1681c-2(a)

1681c-2(a) - Blocking consumer report

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware pursuant to 15 U.S. Code § 1681c-2(a), if I, the consumer, provides a consumer reporting agency, such as, {CRA'S NAME}, with appropriate proof of the identity, a copy of an identity theft report, and a statement by I, the consumer stating the information in connection with {ACCOUNT NAME AND NUMBER} is not relating to any transaction by myself, {CRA NAME} is required to place a block on my consumer report on the information associated with {ACCOUNT NAME AND NUMBER}. This information would not be blocked in error, if you feel there is misrepresentation or there was any possession of goods, services, or money obtained please send me a statement signed under the penalty of perjury with evidence of this counterclaim.

**15 USC 1681c-2(a)**

**TITLE 15**

**1681E**

**(Compliance procedures)**

## 15 U.S.Code § 1681e(a)

1681e(a) - reasonable procedures must be maintained to avoid violations of 1681b and 1681c

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware pursuant to 15 U.S. Code § 1681e(a) maintain reasonable procedures designed to avoid violations under section 1681c which includes violations of permissible purposes, and affiant is aware, no consumer reporting agency can furnish a consumer report to any person without the following all the purposes listed in section 1681b of this title 15.

### **15 USC 1681e(a)**

## 15 U.S.Code § 1681e(b)

1681e(b) - must maintain maximum possible accuracy.

### **AFFIDAVIT**

Notice, it is a fact affiant is aware a consumer reporting agency must maintain reasonable procedures to assure maximum possible accuracy of furnished information on my, the affiant's consumer report. {ACCOUNT NAME AND NUMBER}, shown in Exhibit (--), does not comply with this maximum possible accuracy standard and must be removed due to its failure to maintain reasonable procedures, which is a violation of 15 U.S.Code § 1681e(b).

### **15 USC 1681e(b)**



**TITLE 15**

**1681G**

**(Disclosures to consumers)**

# 15 U.S.Code § 1681g

15 USC 1681g

1681g - Request for a full file disclosure and the sources of its information.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 1681g I, the consumer have the right to request a full file disclosure about the information within my consumer file which includes the sources of the information was used to to verify the information before it was procured onto the consumer report. This includes the dates, original payees, and amounts of any checks, identification of each person (including the end-users identified under section 1681e(e)(1) of title 15) that procured my consumer report, including their address and telephone number of the persons, a record of all inquiries received by the agency during the 1-year period preceding my request in connection with the credit or insurance transactions not initiated by me, the consumer. If any of the following accounts do not have the sources of information available, they must be removed. The following accounts require verification or must be removed;

{LIST ACCOUNT, ACCOUNT NUMBER AND DISPUTE REASON}

**15 USC 1681g(f)(2)(A)(i)**

## **15 U.S.Code § 1681g(f)(2)(A)(i)**

1681g(f)(2)(A)(i) - Credit score is a risk score.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, a credit score is a risk score pursuant to 15 U.S. Code § 1681g(f)(2)(A)(i). Like other risk scores, a credit score is a calculated score that tells you how severe a risk is, based on several factors to predict the likelihood of certain credit behaviors such as default.

**TITLE 15**

**16811**

**(Procedure in case of disputed  
accuracy)**

## 15 U.S.Code § 1681i(a)(1)

1681i(a)(1) - 30 days only to run an investigation before violation of this subsection.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, if, I, the consumer, disputes the completeness or accuracy of any item contained in the consumer report about me, a reasonable reinvestigation, must be conducted to determine if the information is indeed inaccurate, and record that status of dispute or delete the item within a 30 day period. I, the affiant, has proof of this dispute sent on {DATE} and it has been 30 plus since the original date shown in EXHIBIT (--). This reinvestigation has taken longer than 30 days should have been deleted. This is a violation of 15 U.S. Code § 1681i(a)(1)(A) and the information associated with {ACCOUNT NAME AND NUMBER} must be removed.

### 15 USC 1681i(a)(1)(A)

## 15 U.S.Code § 1681i(7)

1681i(7) - Method of Verification

### AFFIDAVIT

Notice, it is a fact, affiant is aware, in accordance with 15 U.S. Code § 1681i(7) I, the consumer and affiant have the right to know the description of the method used to verify the information furnished on my consumer report within 15 days of the request. I demand to know the method used to verify this information. If a description of the method used to verify this information cannot be provided, information associated with {ACCOUNT NAME AND NUMBER} must be removed.

### 15 USC 1681i(7)

## 15 U.S.Code § 1681i(6)(A)

1681i(6)(A) - failed demand to comply or failure to comply

### AFFIDAVIT

Notice, it is a fact, affiant is aware, in accordance with 15 U.S. Code § 1681i(6)(A), I, the consumer and affiant in fact has the right to demand compliance within 5 days for the results of a reinvestigation via written notice. {COMPANY NOTICE} has failed to comply in the past, and I, the affiant, are demanding {COMPANY NAME} to comply with a response within 5 days of this notice with my written instructions. This is a violation of 15 U.S. Code § 1681i(6)(A) and {ACCOUNT NAME AND NUMBER} must be removed.

**15 USC 1681i(6)(A)**

## 15 U.S.Code § 1681i(5)(A)(i)

1681i(5)(A)(i) - If 30 days have past information has not been verified within that time of reinvestigation, the information must be deleted. (Past 30 days)

### AFFIDAVIT

Notice, it is a fact, affiant is aware, after 30 days if the information cannot be verified, or if the information is found to be inaccurate or incomplete, the information must be deleted, modified as complete and accurate. The information associated with {ACCOUNT NAME AND NUMBER} is still reported inaccurately as shown in my EXHIBIT (--) before the investigation and shown in my consumer report after the investigation. This information should have been deleted and I should have been notified of this deletion. This is a violation of 15 U.S. Code § 1681i(5)(A)(i). I demand to know the persons who certified this information otherwise remove {ACCOUNT NAME AND NUMBER}.

**15 USC 1681i(5)(A)(i)**

## 15 U.S.Code § 1681i(B)(i) 15 USC 1681i(B)(i)

1681i(B)(i) – Information can't be reinserted without the information being reported 100% complete and accurate.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, this information was previously deleted as shown in EXHIBIT (--). However I see this information associated with {ACCOUNT NAME AND NUMBER} has been reinserted on my consumer report yet again, and it is reporting both incompletely and inaccurately. This is a violation of 15 U.S. Code § 1681i(B)(i) and {ACCOUNT NAME AND NUMBER} must be removed.

## 15 U.S.Code § 1681i(B)(ii) 15 USC 1681i(B)(ii)

1681i(B)(ii) – A written notice of reinsertion must be given no later than 5 days after the reinsertion.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, this information has been previously deleted as shown in EXHIBIT (--). However I was not given any written notice required within 5 days of this reinsertion. This is a violation of 15 U.S. Code § 1681i(B)(ii) and {ACCOUNT NAME AND NUMBER} must be removed.

## 15 USC 1681i(c)

## 15 U.S.Code § 1681i(c)

1681i(c) – Statement of dispute required by CRA after 30 days following a reinvestigation.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, there was a dispute placed on {DATE} a reinvestigated as been completed according to {COMPANY NAME} however there is no clear note stating this information has been dispute by I, the consumer as shown in EXHIBIT (--). This is a violation of 15 U.S. Code § 1681i(c) and {ACCOUNT NAME AND NUMBER} must be removed.

# **TITLE 15**

# **1681N**

**(Civil liability for willful  
noncompliance)**



# 15 U.S.Code § 1681n(a)(1)(A)

1681n(a)(1)(A) - willful failure to comply with any requirement under the FCRA is damages up to \$1000.00

Version 1.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, each requirement of the FCRA which {COMPANY NAME} fails to comply with, holds the company liable for \$1000.00 per action and pursuant to 15 U.S.Code § 1681i when an investigative report is prepared, no adverse information in a consumer report may be included in a subsequent consumer report unless the reported was verified. Each month this false information was incorrectly verified making {COMPANY NAME} liable for each consecutive reporting shown in Exhibit (--).

## **15 USC 1681n(a)(1)(A)**

# 15 U.S.Code § 1681n(a)(1)(A)

1681n(a)(1)(A) - Unauthorized Inquiries hold civil liability up to the amount of \$1000.00 or the actual damage as the cause of this failure, whatever is greater.

Version 2.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, this unauthorized inquires which allowed third parties to obtain my consumer report under false pretenses has brought damage to my consumer report and reputation in the amount of \$1000.00 dollars per inquiry and {COMPANY NAME} is in violation of 15 U.S. Code § 1681n(a)(1)(A) and is liable for each unauthorized inquiry.

## **15 USC 1681n(a)(1)(A)**

# **TITLE 15**

# **16810**

**(Civil liability for negligent  
noncompliance)**

## 15 U.S. Code § 1681o(a)(1)

1681o - Acting like they didn't know it was wrong, even though they should is a violation.

15 U.S. Code § 1681o(a)(1) - For negligent noncompliance, or in other words, failure to comply even though they should have known they must comply, is equal to the sum of action damages.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, negligence is neglecting requirements that should be known. I, the affiant and consumer, made {COMPANY NAME} aware of, prior and continued failures of reasonable procedures as seen in Exhibit (--). The affiant has reason to believe and do so believes due to {COMPANY NAME} business practices, {COMPANY NAME} actions are liable under 15 U.S. Code § 1681o for the actual damages caused to me, the consumer in fact.

**15 USC 1681o(a)(1)**

**TITLE 15**

**1681Q**

**(Obtaining information under  
false pretenses)**

## 15 U.S. Code § 1681q

1681q - Any person which includes a consumer reporting agency who willfully and knowingly obtains INFORMATION on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18.

### AFFIDAVIT

Notice, it is a fact, any person, which includes an organization such as {CRA NAME} who willfully and knowingly obtains information on a consumer, like I, the affiant from another consumer reporting agency, without the written instructions or authorization pursuant to 1681b is information obtained under false pretenses. You have no lawful authority and this is a crime under Title 18 and fines are described within 18 U.S.Code § 3571.

**15 USC 1681q**

# **TITLE 15**

# **1681S-2**

**(Responsibilities of furnishers  
of information to consumer  
reporting agencies)**

## 15 U.S.Code § 1681s-2(a)(1)(A)

1681s-2(a)(1)(A) - A person shall not furnish any information about a consumer if the person knows or has reasonable cause to be inaccurate.

### AFFIDAVIT

Notice, it is a fact, I the consumer, have put in a dispute with {COMPANY NAME} and I have made it clear this information has not been verified and cannot be accurate information relating to me as shown in EXHIBIT (--). {COMPANY NAME} has violated 15 U.S. Code § 1681s-2(a)(1)(A) and proceeded to furnish my information without any verification or lawful authority. This {ACCOUNT NAME AND NUMBER} is in violation of 15 U.S. Code § 1681s-2(a)(1)(A) and must be removed.

### 15 USC 1681s-2(a)(1)(A)

## 15 U.S.Code § 1681s-2(a)(1)(B)

1681s-2(a)(1)(B) - After a dispute, the information cannot be furnished if the information is in fact inaccurate.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, This information has been disputed. After this procedure upon discovery, in EXHIBIT (--) the consumer report is still showing the information inaccurately. This is a direct violation of 15 U.S. Code § 1681s-2(a)(1)(B) and {ACCOUNT NAME AND NUMBER} must be removed.

### 15 USC 1681s-2(a)(1)(B)

## 15 U.S. Code § 1681s-2(a)(3)

1681s-2(a)(3) - notice of dispute required by furnishers after 30 days of the dispute.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, before any person furnishes must put in a notice of dispute and a person may not furnish the information to any consumer reporting agency without notice that such information is disputed. Upon discovery, as shown in EXHIBIT (--), I, the affiant has disputed this information with {COMPANY NAME} and during this dispute this company has unlawfully furnished this information without a notice of dispute. This is a direct violation of 15 U.S. Code § 1681s-2(a)(3) and the information associated with {ACCOUNT NAME AND NUMBER} must be removed.

**15 USC 1681s-2(a)(3)**



## 15 U.S.Code § 1681s-2(7)(A)(i)

1681s-2(7)(A)(i) - required negative information notice.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, upon discovery, a financial institution such as {COMPANY NAME} in accordance with the definition under 15 U.S. Code § 6827(4)(A) and (B), must provide a notice of negative information in writing to the consumer no later than 30 days after furnishing the negative information. The negative information notice cannot be in a previous billing statement in accordance with 15 U.S. Code § 1637a pursuant to 15 U.S. Code § 1681(7)(B)(ii). I, the affiant, did not receive such notice and thus {COMPANY NAME} is in violation of 1681s-2(7)(A)(i) and the information associated with {ACCOUNT NAME AND NUMBER} must be removed.

### 15 USC 1681s-2(7)(A)(i)

## 15 U.S.Code § 1681s-2(7)(E)

1681s-2(7)(A)(E) - This is a rebuttal to a company who states they are required to report 100% accurate information. They misconstrue the law to state they are required to report accurate information but this does not mean the must report negative information. This is not a requirement of the FCRA. This is false and misleading and a violation of 1681s-2(7)(E)

### AFFIDAVIT

Notice, it is a fact, affiant is aware, nothing under 1681s-2(7)(A) requires negative information to be furnished to a consumer reporting agency. What is required by a furnisher is to report 100% accurate information if the company engages in the act of reporting information to a consumer reporting agency. To misconstrue the requirement of reporting accurate information with the non-requirement to report negative information is a direct violation of 15 U.S. Code § 1681s-2(7)(E) and constituted my information being reported without lawful authority.

### 15 USC 1681s-2(7)(E)

# **TILA**

**TITLE 15 CHP 41 § 1601**

**TRUTH IN LENDING ACT**

Truth in Lending Act establishes the truth about credit, the rights you have as the grantor of credit, the disclosures owed to the consumer in connection with each consumer credit transaction, and dispels a lot of what is commonly known within the credit space.

However, I challenge you to take what I place into this half of the book a step further. I want to give the student of this book a chance to be something bigger than themselves and come to understand their real power within commerce.

Take your time with this section. For those who study there is something much greater within this book. Study hard.

# **TITLE 15**

# **1602**

**(Definitions and rules of  
construction)**

## 15 U.S.Code § 1602(b) 15 USC 1602(b)

1602(b)Bureau.—

The term “Bureau” means the Bureau of Consumer Financial Protection. Consumer Report Agencies are not credit bureaus.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, the term bureau refers to only the Consumer Financial Protection Bureau pursuant to 15 U.S.Code § 1602(b).

## 15 U.S.Code § 1602(d) 15 USC 1602(d)

1602(d)The term “organization” means a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, pursuant to 15 U.S.Code § 1602(d), the term organization can mean a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

## 15 U.S.Code § 1602(e)

1602(e)The term “person” means a natural person or an organization.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, a person as defined under the Truth in Lending Act as a natural person or an organization, and organization can be a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association as defined under the Truth in Lending Act, 15 U.S.Code § 1602(e)

**15 USC 1602(e)**

## 15 U.S.Code § 1602(f) 15 USC 1602(f)

15 USC 1602(f)

Notice, it is a fact, affiant is aware, the term "credit" means the right granted by I, the original creditor, to a debtor {COMPANY NAME} to defer payment of the debt or to {COMPANY NAME} to incur debt or a loan from the US Treasury and defer its payment.

(ADDITION. IF YOU DON'T NEED IT DELETE THIS FOLLOWING PORTION. NEVER USE WHAT YOU DO NOT FULLY UNDERSTAND.)

This makes {COMPANY NAME} a borrower or solicitor who induced me to the treasury window to receive funds unbeknownst to I, at the time of the transaction. I, the affiant, came to extend credit as shown in exhibit (--) and not receive a loan from the U.S. treasury. The contract I received, as a result, was an unsolicited advertisement described in 48 U.S.C 227(a)(5) by {COMPANY NAME} and lack of willful full disclosure was the fraud of execution in conjunction with fraud of inducement brought forth by {COMPANY NAME}.

## 15 U.S. Code § 1602(g)

1602(g)The term “creditor” refers only to a person, natural person, who regularly extends credit and is the person to whom the debt arising from thus we created the debt, and the consumer credit transaction is initially payable on the face of the evidence of indebtedness, or a contract.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, credit as defined in 15 U.S.Code § 1602(f), is the right granted by a creditor to defer payment of debt or to incur debt and defer its payment. In conjunction pursuant to 15 U.S. Code § 1602(g) creditor refers only to a person, meaning not the organization but only a natural person, meaning I, the affiant and the consumer, who regularly extends consumer credit, in connection with loans, sales, property or services payable by agreement which a finance charge may or may not be required or the natural person whom the debt arising from the consumer credit transaction which may be payable on the face of the evidence of indebtedness such as a contract or by agreement.

**15 USC 1602(g)**

## 15 U.S.Code § 1602(i)

1602(i) - a consumer in connection with a consumer credit transaction, refers to natural person who extends credit to obtain goods, money or services are primarily for personal, family, or household purposes.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in accordance with the term creditor in subsection 1602(g), pursuant to 15 U.S. Code § 1602(i) a consumer in reference to a credit transaction is the party whom credit is extended from is a natural person and the subject of the consumer credit transaction is primarily for personal, family, or household purposes.

### **15 USC 1602(i)**

## 15 U.S.Code § 1602(j)

1602(j) - A credit card from a bank such as AMEX are actually called open-ended consumer credit plans. Installment loans also fit under this category as well.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, the plastic card device issued from the creditor {COMPANY NAME} gives way to I, the affiant's open-ended consumer credit plan in accordance with 15 U.S.Code § 1602(j) which contemplates repeated transactions, which prescribes the terms of such transactions, and which provides for a finance charge which may be computed from time to time.

### **15 USC 1602(j)**



## 15 U.S.Code § 1602(l)

1602(l)The term “credit card” means any card, which includes examples such as an EBT card or social security card, license plate, checkbook or remittance slip.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, my {INSERT CARD} is a credit card pursuant to 15 U.S. Code § 1602(l) as any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor, or services on credit.

### 15 USC 1602(i)

## 15 U.S.Code § 1602(p)

1602(p)The term “unauthorized use,” as used in section 1643 of this title, means a use of a credit card by a person other than the cardholder who does not have actual, implied, or apparent authority for such use and from which the cardholder receives no benefit.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, the unlawful use of a credit card such as a {INSERT CARD} under 15 U.S. Code § 1602(l) by a organization or person other than the cardholder who does not have actual, implied, or apparent authority for such use and from which the cardholder receives no benefit constitutes unauthorized use pursuant to 15 U.S. Code § 1602(p).

### 15 USC 1602(p)

## 15 U.S.Code § 1602(v) 15 USC 1602(v)

1602(v) - material disclosures require 8 different requirements and 9 disclosures are required if it is a mortgage contract.

1. the annual percentage rate,
2. the method of determining the finance charge
3. the balance upon which a finance charge will be imposed,
4. the amount of the finance charge,
5. the amount to be financed,
6. the total of payments,
7. the number and amount of payments,
8. the due dates or periods of payments scheduled to repay the indebtedness,
9. disclosures required by section 1639(a) of this title. (Mortgage Disclosure)

Notice, it is a fact, affiant is aware, in accordance to the regulations of the Bureau, there are eight required material disclosures which should be clear and conscious, bolded with ten point font and sectioned off in boxes within each consumer credit contract; nine material disclosures are required if it is a mortgage contract. As shown in EXHIBIT (--), the contract provided by {COMPANY NAME} did not meet the full criteria of the material disclosures in accordance with 15 U.S.Code § 1602(v) required by the Truth in Lending Act and is in violation of 15 U.S.Code § 1602(v).

# **TITLE 15**

# **1605**

**(Determination of finance charge)**

# 15 U.S.Code § 1605

(a)“Finance charge” defined

Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges,

(b)does not include charges of a type payable in a comparable cash transaction.

the finance charge includes any of the following types of charges which are applicable:

(1)Interest, time price differential, and any amount payable under a point, discount, or other system or additional charges.

(2)Service or carrying charge.

(3)Loan fee, finder’s fee, or similar charge.

(4)Fee for an investigation or credit report.

(5)Premium or other charge for any guarantee or insurance protecting the creditor against the obligor’s default or fees paid directly to the broker or the lender

(6)fees (for delivery to the broker) whether such fees are paid in cash or financed.

(7)Life, accident, or health insurance premiums included in finance charge

Charges or premiums for credit life, accident, or health insurance written in connection with any consumer credit transaction shall be included in the finance charges

(8)Property damage and liability insurance premiums included in finance charge

Charges or premiums for insurance, written in connection with any consumer credit transaction, against loss of or damage to property or against liability arising out of the ownership or use of property. Meaning all debts with a finance charge comes with insurance in case of default.

## 15 U.S.Code § 1605(a) 15 USC 1605(a)

1605(a)

### AFFIDAVIT

Version 1.

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 1605(a), the finance charge is the sum of all charges.

## 15 U.S.Code § 1605(a)(b) 15 USC 1605(a)(b)

1605(a)(b) – Insurance, interest, services, deliver fees, loan fees, broker fees, fee to cover defaults, are all included in the finance charge.

### AFFIDAVIT

Version 2.

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 1605, interest, deliver service fees, loan fees, premium insurance to cover any defaults, broker fees, insurance for the vehicle and insurance to cover health, life, accident, and gap insurance, are all included in finance charge.

## 15 U.S.Code § 1605(a)

1605(a) No downpayments or any cash in connection with a finance charge.

### AFFIDAVIT

Version 2.

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 1605(a), the finance charge does not include type payable in a comparable cash transaction meaning finance charges cannot have cash or a downpayment of cash involved. I, the affiant paid cash and have proof of this violation in Exhibit (-)

15 USC 1605(a)

# **TITLE 15**

# **1611**

**(Criminal liability for willful and  
knowing violation)**

# 15 U.S. Code § 1611

Whoever willfully and knowingly

(1) gives false or inaccurate information or fails to provide information which he is required to disclose under the under TILA and every "regulation" or consumer law after, and since TILA is the first law it's all of consumer credit protection, or

(3) if companies fails to comply with any requirement imposed under TILA shall be fined not more than \$5,000 or imprisoned not more than one year, or both.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, whoever willingly and knowingly gives, false, inaccurate or fails to provide information which is required to disclose, or fails to comply with any requirement under the consumer credit protection title will be held to criminal liability pursuant to 15 U.S. Code § 1611 with fines up to \$5000, one year imprisonment or both. I, the affiant, have proof of this violation shown in Exhibit (--).

**15 USC 1611**

# **TITLE 15**

# **1635**

**(Right of rescission as to certain  
transactions)**



## 15 U.S. Code § 1635

- 1635 rescission can be a consumer credit transaction of property with security interest, a transaction which has a security interest in it.
- The right to rescission must disclose that the obligor has until midnight of the third business day, but business day is everyday, from the date of the signed contract to rescind the contract.
- The creditor must clearly and conspicuously disclose the right to rescind meaning written or a designated section within the contract
- The creditor must give the forms to exercise the right to rescind
- The only reason they would not be given the right of rescissions forms is if the obligor signs a waiver or an emergency occurred.
- When rescission occurs, the creditor must return the money or value of the car, downpayment, and terminate the security interest.
- The obligor will also be able to keep the vehicle.
- If the forms to rescind was not given, the obligor has 3 years to invoke the right to rescind.
- The obligor can rescind if there is a sale of property or judicial action. This can put a stop to foreclosures.

### 15 USC 1635

## 15 U.S.Code § 1635(b)

1635(b) - Right to rescission with the right to keep the property, return of any money involved in the transaction

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 1635, upon the right of rescission, I the affiant, is no longer liable for any finance charge. The creditor must terminate any security interest, return any money or property, earnest money, downpayment or otherwise past payments and because the property has been delivered and in my possession I have the right to retain possession of the property.

### **15 USC 1635(b)**

# 15 U.S.Code § 1635(f)

1635(f) – right to rescind after three years if the right of rescission paperwork was not received on the date of consummation (or the day of signing the paperwork).

## AFFIDAVIT

Notice, it is a fact, upon discovery, affiant is aware, pursuant to 15 U.S. Code § 1635(f) in the case of any consumer transaction in which a security interest including any such interest arising by the operation of law, meaning not limited only to a principal dwelling, but any contract which includes a security interest, the obligor shall have the right to rescind the transaction until the midnight of the third business day following the consummation or the day the agreement was signed. The rescissions forms are required by 15 U.S. Code § 1635 and must be delivered together with a statement containing the material disclosures in accordance with 15 U.S.Code § 1602(v) required under TILA. In addition, the creditor must clearly and conspicuously disclose, in accordance with regulations of the Consumer Financial Protection Bureau. I, the affiant did not receive any forms nor receive any clear or conspicuous verbal, written or video explanation on my right to rescind. I the affiant, have the right to exercise the right of rescission after the three years from the {DATE THE CONTRACT WAS ORIGINALLY SIGNED} in accordance with 15 U.S.Code § 1635(f) as shown in EXHIBIT (--) due to the failure of {COMPANY NAME} to disclose this required information. This right can be exercised three years after the date of consummation of the transaction or upon the earlier sale of the property, or upon the expiration of one year following the conclusion of the proceeding, or any judicial review or period for judicial review thereof, whichever is later.

## 15 USC 1635(f)

# 15 U.S.Code § 1635

15 U.S. Code § 1635

Revoking power of attorney.

## AFFIDAVIT

Notice, it is a fact, affiant is invoking it's right of rescission in accordance with 15 U.S.Code § 1635 and UCC 3-306 to rescind any power of attorney which may have been used in connection with this transaction which includes any derivative, hypothecation, trades, transfers of possession, whether voluntary or involuntary involving any and every instrument which may have occurred unbeknownst to me. I was not given full disclosure of any such power of attorney until discovery of its potential existence and demand a full revocation of such document(s); nunc pro tunc.

**15 USC 1635**

# 15 U.S. Code § 1635

15 U.S. Code § 1635 - arbitration clause

## AFFIDAVIT

Notice, it is a fact, affiant is aware, upon discovery, this contract has been a one sided agreement which I was never disclosed the second signature by an authorized party, head of agency or registered agent by {COMPANY NAME} The appropriate "meeting of the minds" has never occurred in connection with this contract. Being the only party to sign this contract without full willful disclosure I invoke and reserve my right to revoke the arbitration clause in connection with this contract and for any transfer, trade, hypothecation, whether voluntary or involuntary involving any and every instrument which may have occurred unbeknownst to me; Nunc pro tunc.

**15 USC 1635**

**TITLE 15**

**1637**

**(Open end consumer credit plans)**

## 15 U.S. Code § 1637(b)(2)(A)

1637(b)(2)(A) - Creditor must provide documentary evidence upon request to verify a billing error otherwise there is a violation of 15 U.S.Code § 1666b

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in there has been statements which have not matched my records and statements which have not been in accordance with the disclosures from {COMPANY NAME} that I have received at the consummation of the transaction. I am formal giving notice of this billing error until I receive all documentary evidence. Until this documentary evidence has been received this billing error is a violation of 15 U.S.Code § 1666b

**TITLE 15**

**1640**

**(Civil liability)**

## 15 U.S.Code § 1640(a)

1640(a) - For each violation of TILA is double the finance charge when it comes to consumer credit transactions. This doesn't mean if you find multiple TILA violations there is only double the finance charge one time. Each violation is double the finance charge. In a lease each violation is 2000 dollars. If there is no security interest its 5000 per violation or higher depending on a pattern of failures aka R.I.C.O. charges.

Version 1.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, any creditor who fails to comply with any requirement imposed under TILA, in the case of an individual action, the creditor will be liable for twice the amount of any finance charge and any actual damage sustained by the creditor {COMPANY NAME} as a result of the failure.

## 15 USC 1640(a)

## 15 U.S.Code § 1640(B)

if there is a class action then the violation can be 1,000,000 or 1% of the net worth of the creditor.

Version 2.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in the case of a class action in accordance with 15 U.S. Code § 1640, I will be pursuing \$1,000,000.00 and up to 1% of the net worth of {COMPANY} for its failure to comply with TILA requirements.

## 15 USC 1640(B)



# TITLE 15

# 1644

(Fraudulent Use of Credit cards)

## 15 U.S.Code § 1644(a) 15 USC 1644(a)

1644(a) - Fraudulent authorized use of a credit card such as a license plate, social security card, EBT card etc, can result up to a 10,000 fine.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, the fraudulent use of a credit card, by {COMPANY NAME} is defined as whoever uses, attempts or conspires to use a card to obtain money, goods or services shall be fined for \$10,000 or imprisoned for 10 years or both.

**TITLE 15**

**1662**

**(Advertising of downpayments  
and installments)**

## 15 U.S. Code § 1662(b)

1662(b) - It is illegal to require any downpayment in connection with a consumer credit transaction.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in accordance with 15 U.S.Code § 1662(b) it is illegal to require a downpayment in conjunction with any extension of consumer credit unless the downpayment is in that specific amount for every transaction. I the affiant have reason to believe and do so believe, the downpayment amount was unique to my transaction and therefore illegal to require as part of the transaction and thus should be remitted by {COMPANY NAME} if it was paid or not required by {COMPANY NAME} to avoid violation of 15 U.S.Code § 1662(b) and be liable to double the finance charge under 15 U.S.Code § 1640(a)(2)(A)(i).

### **15 USC 1662(b)**

**TITLE 15**

**1666**

**(Correction of billing errors)**

# 15 U.S.Code § 1666(b)(2)

1666(b)(2) - Billing errors caused by not providing documentary evidence as defined as 15 U.S.Code § 44.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, documentary evidence pursuant to 15 U.S.Code § 44 includes all documents, papers, correspondence, books of account, and financial and corporate records which involve all derives, assignees, hypothecations in connection with my all caps name. I require this clarification in order to address the billing error for the amount shown in this statement in Exhibit (--). I need to clarify who funded the account and how much is owed according to the journal and ledger entries from the date of open of this account as described in IRS Publication 583.

## **15 USC 1666(b)(2)**

# 15 U.S.Code § 1666(e)

1666(e) - if the creditor does not provide all documentary evidence as defined under 15 U.S.Code § 44 this will result in a billing error and the creditor forfeits all rights to collect on the amount the person has identified in dispute. If the person gets the final payout statement amount and states the amount is a billing error then the entire amount would not be able to be collected on.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, with resolving this billing error, the creditor has legally agreed to forfeit all rights to collect on the amount in dispute pursuant to 15 U.S.Code § 1666(e).

## **15 USC 1666(e)**

# TITLE 15

# 1666A

(Regulation of credit reports)

## 15 U.S. Code § 1666a

1666a(a) Creditor cannot report information to any third party if there is a billing error dispute until the dispute is over.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, until the creditor has resolved a billing error dispute {COMPANY NAME} cannot report any information to any third party including any consumer reporting agencies unless the billing error dispute is over. Such reporting will be admittance to criminal liability under 15 U.S.Code § 1611(1) for failing to disclose information {COMPANY NAME} is required to disclosed the documentary evidence or be subject to double the finance charge for failing to comply to TILA requirements per individual action under 15 U.S.Code § 1640(a)(2)(A)(i).

### **15 USC 1666(a)**



**TITLE 15**

**1666B**

**(Acquisition of location information)**

# 15 U.S.Code § 1666b(a)

1666b(a) - Creditor cannot report any late payments unless all requirements of 1637(b) is met. Under 1637(b)(2)(A) documentary evidence must be given upon request if not the failure of meeting this requirement will result in a billing error.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, 15 U.S.Code § 1637(b)(2)(A) refers to a request to resolve a billing error, by providing all documentary evidence for clarification of who funded the account. Until that request is done {COMPANY NAME} cannot report late payments in accordance with regulations of the Bureau, 12 CFR 1026.13(d)(3). If {COMPANY NAME} reports late payments without meeting the requirements under 15 U.S.Code § 1637(b) this is a violation of 15 U.S.Code § 1666b and all late payments reported associated with the account number {ACCOUNT NUMBER}

## 15 USC 1666b(a)

# 15 U.S.Code § 1666b

1666b - if the creditor fail to provide documentary evidence violates the requirements of 15 U.S.Code § 1637(b)(2)(A) and the creditor cannot report late payments.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, 15 U.S.Code § 1637(b)(2)(A) is a request to resolve a billing error, by providing all documentary evidence for clarification of who funded the account. Until that request is done {COMPANY NAME} cannot report late payments. {Company Name} did not provide the documentary evidence as requested in Exhibit (--). {Company Name} report late payments, as seen in Exhibit (--) without meeting the requirements under 15 U.S.Code § 1637(b), which is a violation of 15 U.S.Code § 1666b.

## 15 USC 1666(e)

**TITLE 15**

**1666D**

**(Acquisition of location information)**

## 15 U.S. Code § 1666d

1666d - If there is a balance of credit or insurance of the account in connection to a consumer credit transaction with a surplus over 1 dollar, this account should be credited in the amount of the credit balance, upon request, the remaining balance of the amount should be refunded to the consumer, by cash, check, or money order. The amount cannot be known without knowing the journal and ledger entries of the account from the date of account opening as described in Publication IRS 583.

### **AFFIDAVIT**

Notice, it is a fact, affiant has reason to believe and do so believe, pursuant to 15 U.S. Code § 1666d if there is a credit of account balance with surplus over 1 dollar in accordance to the journal and ledger entries described in IRS Publication 583, the amount balance should be credited and the remaining balance must be directed to I, the consumer by {CHOOSE ONE OPTION: cash, check or money order}. The documentary evidence must be provided to clarify this amount as this is a formal instruction in accordance to 15 U.S.Code § 1666(b)(2) to provide the documentary evidence which includes books of account in accordance with 15 U.S.Code § 44 to resolve this billing error.

**15 USC 1666d**

# ECOA

TITLE 15 CHP 41 § 1601

EQUAL CREDIT OPPORTUNITY ACT

**TITLE 15**

**1691**

**(Acquisition of location information)**

## 15 U.S. Code § 1691

1691(a)(3) - it is unlawful to discriminate in any aspect against anyone who exercised their right in good faith. Credit is the right granted under title 1602(f)... (think about it)

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, I have exercised my rights in good faith and I have reason to believe and do so believe I have been wrongfully discriminated against by {Company Name}, as seen in Exhibit (--), violating 15 U.S.Code § 1691(a)(3).

**15 USC 1691(a)(3)**

# GLBA

TITLE 15 CHP 9 § 6801



## Gramm-Leach-Bliley Act

A very powerful recent act was invoked in 2000. This act reinforces the right consumers have to opt-out of reporting which was first established in the Fair Credit Reporting Act under its rules of construction. In any case, this is a strong act as it gives very important definitions and privacy policies, we should be aware of this act as consumers. It as is shown under the Privacy Chapter 94 under Title 15 unlike TILA, FCRA, and FDCPA which are under Title 15 Chapter 41.

**TITLE 15**

**6801**

**(Communication in connection with debt collection)**

## **15 U.S. Code § 6801**

15 U.S. Code § 6801(a) - privacy of nonpublic personal information.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 6801(a) I, the affiant, has the right to privacy and the right to know where and how to direct the disclosure of my nonpublic information.

**15 USC 6801(a)**

# **TITLE 15**

# 6802

**(Communication in connection with debt collection)**

# 15 U.S.Code § 6801(b)(3)

15 U.S. Code § 6801(b)(3) - protect against authorized access or use.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, pursuant to 15 U.S. Code § 6801(b)(3) financial institutions must insure the security, confidentiality of consumer records. Financial institutions must protect against threats and maintain the integrity of records. Lastly financial institutions must prevent unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer such as I, the affiant, in fact.

**15 USC 6801(b)(3)**

# 15 U.S. Code § 6802(b)(a)(A)(B)(C)

15 U.S. Code § 6802(b)(a)(A)(B)(C) - The right to opt out, the right to have the information clearly and conspicuously disclosed and consumer's directing that information not to be disclosed and explanation to how to opt out of reporting.

## AFFIDAVIT

Notice, it is a fact, affiant is aware, that {COMPANY NAME} as a financial institution did not disclose to me my right to opt out of the disclosure of my nonpublic information. I was not given the opportunity to opt out the disclosure of my nonpublic information and I wasn't given any directions on how to exercise my right to opt out of said disclosure of non public information in accordance with 15 U.S. Code § 6802(b)(a)(A)(B)(C). {COMPANY NAME} is in violation of 15 U.S. Code § 6802(b)(a)(A)(B)(C) for failure to comply with these requirements.

**15 USC 6802(b)(a)(A)(B)(C)**

**TITLE 15**

**6809**

**(Communication in connection with debt collection)**

## 15 U.S. Code § 6809(9)

15 U.S. Code § 6809(9) is an important definition to know as it establishes the fiduciary relation between the financial institution and the consumer.

### **AFFIDAVIT**

Notice it is a fact, affiant is aware, pursuant to 15 U.S. Code § 6809(9), I the affiant, am a consumer in connection with this financial institution {COMPANY NAME}

**15 USC 6809(9)**

**TITLE 15**

**6821**

**(Harassment or abuse)**



## 15 U.S. Code § 6821(a)(2)

15 U.S. Code § 6821 - to obtain, make a false statement or falsely disclose information

### AFFIDAVIT

Notice, it is a fact, affiant is aware, the making of any false, fictitious, or fraudulent statement or representation to a customer of a financial institution such as reporting inaccurate information is a direct violation of 15 U.S. Code § 6821(a)(2).

**15 USC 6821(a)(2)**

**TITLE 15**

**6823**

**(Harassment or abuse)**

## 15 U.S. Code § 6823(a)

15 U.S. Code § 6823(a) In general  
Whoever knowingly and intentionally violates, or knowingly and intentionally attempts to violate, section 6821 of this title shall be fined in accordance with Title 18 or imprisoned for not more than 5 years, or both.

### **AFFIDAVIT**

Notice it is a fact, affiant is aware, whoever violates 15 U.S. Code § 6821 such as the a false, fictitious, or fraudulent statement or representation to a customer of a financial institution will be held liable under 15 U.S. Code § 6823(a) to fines under Title 18 USC 3751 with fines up to 500,000 for a felony by an organization or imprisoned for 5 years or both.

### **15 USC 6823(a)**

**TITLE 15**

**6827**

**(Harassment or abuse)**

## 15 U.S. Code § 6827(4)(B)

Definition of a financial institution includes any depository institution, any broker or dealer, any investment adviser or investment company, any insurance company, any loan or finance company, any credit card issuer or operator of a credit card system, any consumer reporting agency, any institution engaged in the business of providing financial services to customers who maintain a credit, deposit, trust, or other financial account or relationship with the institution.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, {COMPANY NAME} is a financial institution as defined under 15 U.S. Code § 6827(4)(B).

**15 USC 6827(4)(B)**

# COMMON LAW VIOLATIONS MISC

BONUS

USE THIS WISELY

**TITLE 15**

**MISC**

**IF YOU KNOW YOU KNOW**

# 15 U.S. Code § 1

15 U.S. Code § 1 - Restriction of trade of U.S. goods.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, I, the consumer is of possession of a trade secret. I will be using my trade secret across many states and will be engaging in commerce with this potential transaction. However {COMPANY NAME} has barred me from trade due to their affiliation from a third party. This denial is a restraint of trade in commerce with violating anti-trust laws under 15 U.S.Code § 1. This violation can result in a 1,000,000 to the employee to denied trade within the U.S. or 100,000,000 for the organization.

**15 USC 1**



# 15 U.S. Code § 78m(q)(1)

15 U.S. Code § 78m(q)(1) - definition of payment

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, the definition of payment pursuant to 15 U.S. Code § 78MQ1 refers to oil for commercial use and minerals in reference to gold and silver as lawful money detailed in the U.S. Constitution. I, the affiant, is unaware of any other definition of payment under commerce and trade or the consumer credit protection act. Out of these options defined under federal law, {COMPANY NAME} did not specify which of these options the company preferred as payment. Nowhere in connection with commerce and trade is legal tender constitutes satisfaction of payment. Because there is no money in circulation, I have given {INSERT PAYMENT} to satisfy the obligation for setoff.

**15 USC 78m(q)(1)**

# 15 U.S.Code § 44

15 USC 44

15 U.S.Code § 44

## AFFIDAVIT

Version 1.

Notice, it is a fact, affiant is aware, the definition of documentary evidence in accordance with 15 U.S. Code § 44 includes includes all documents, papers, correspondence, books of account, and financial and corporate records.

# 15 U.S.Code § 77q

15 USC 77q

15 U.S.Code § 77q – securities fraud

## AFFIDAVIT

Version 2.

Notice, it is a fact, affiant is aware, in accordance with 15 U.S.Code § 77q affiant has reason to believe and do so believe {COMPANY NAME} has committed securities fraud as it is unlawful to offer or sell of any securities by use of the mails, directly or indirectly to employ any scheme, or artifice to defraud, obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, or engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

Title 18. For those who don't know, this title refers to crimes and criminal procedures. It would be difficult to address how to use these laws without crossing the boundary into legal advice however I will state the laws in my finding which has been most relevant to the violations in connection with consumer protection laws. Please keep in mind many laws within Title 18 have a direct correlation stemming from violations of Title 15 laws.

For this section, I will not write out examples in an affidavit format. Study each reference as it pertains to you and your situation. Remember it all starts with Title 15 violations.

Overstand Title 15 and then double down with Title 18. Study hard. I hope this serves you well.

# TITLE 18

# TITLE 18 18 USC

18 U.S. Code § 8 - All debts obligations of the U.S. and its corporations.

18 U.S. Code § 3571 - Sentence of (Cost of each) fine

18 U.S. Code § 1001 - Falsified documents

18 U.S. Code § 241 - Conspiracy against rights

18 U.S. Code § 242 - Color of law, deprivation of rights.

18 U.S. Code § 894 - Collection of extension of credit by extortionate means

18 U.S. Code § 1028 - Fraudulent use of identification documents

18 U.S. Code § 1028A - Aggravated identity theft

18 U.S. Code § Chapter 96 - Racketeering

18 U.S. Code § 894 - Harming reputation of consumer by extortionate means

18 U.S. Code § 891 - (definitions) extortionate means

18 U.S. Code § 657 - Remittance enforcement

18 U.S. Code § 876 - Mailing threatening communications

18 U.S. Code § 1341 - Fraud and swindle someone with a false loan

18 U.S. Code § 1342 - Fictitious Name of Address

18 U.S. Code § 1343 - Wire Fraud

18 U.S. Code § 1344 - Bank Fraud

**TITLE 12 | 28 | 31**

**MISC**

**(Uncommon laws which  
should be more common)**

## **12 U.S.Code § 5562(c)(10) 12 USC 5562(c)(10)**

12 U.S. Code § 5562(c)(10) – money audit trial, production of document material

### **AFFIDAVIT**

Notice it is a fact, affiant is aware, the consumer has the right to request the money audit trial 12 U.S.Code § 5562(c)(10) and would this product of document material as documentary evidence in order to properly address this subject matter and without this documentary evidence there can be no validation of such debt.

## **12 U.S.Code § 1831n(2)(A) 12 USC 1831n(2)(A)**

12 U.S. Code § 1831n(2)(A) – GAAP audit trail accounting and insurance

### **AFFIDAVIT**

Notice it is a fact, affiant is aware, in accordance with 12 U.S.Code § 1831n(2)(A) the GAAP audit trail, accounting and insurance would be needed as document evidence in order to properly address this subject matter and without this documentary evidence there can be no validation of such debt.

## 28 U.S.Code § 1746 28 USC 1746

28 U.S. Code § 1746 – without the United States. Under penalty of perjury. Does not refer only to an affidavit as most people think. It also refers to form DA 2823, a military form, which gives reference that all affidavits should come with a sworn statement and follow the verbiage within this form.

### AFFIDAVIT

Notice, it is a fact, affiant states under penalty of perjury without the United States in accordance with 28 U.S.Code § 1746 that all statements of fact herein are truth in commerce. This document will be accompanied by form DA 2823 as all subject matter herein is a sworn statement of truth and under oath.  
<https://cdn.smartresumewizard.com/downloads/da-form-2823/da-form-2823.pdf>

## 28 U.S. Code § 3002(1)(B) 28 USC 3002(1)(B)

28 U.S. Code § 3002(1)(B) – no rights to collect. If you are not affiliated with the United States government and you are or are working with a private attorney, until you can produce a contract to collect services 31 U.S. Code § 3718. You cannot collect any debt in the united states.

### AFFIDAVIT

Notice, it is a fact, affiant alleges in accordance with 28 U.S. Code § 3002(1)(B) {COMPANY NAME} is not a US attorney, an assistant or designated to act on behalf of the US attorney, or an attorney or the US Dept. of Justice or a Federal agency with litigation authority, which means the head of agency with any accompanied private attorney must have a contract made in accordance with section 3718 of title 31 to conduct any litigation or collection of debts pursuant to 18 U.S.Code 8 on behalf of the United States and otherwise would have no rights to collect.

## 28 U.S. Code § 3002(15)(A)

28 U.S. Code § 3002(15)(A) - US is a Corp

### AFFIDAVIT

Notice, it is a fact, affiant is aware, the United States is a federal corporation pursuant to 28 U.S.Code § 3002(15)(A)

**28 USC 3002(15)(A)**



## 31 U.S. Code § 3718

31 U.S. Code § 3718 - contract to collect services.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in the head of the agency or its private attorney pursuant to 28 U.S.Code § 3002(1)(B) needs a contract with a to collection service to recover or locate indebtedness owed by the United States Govt in accordance with 18 U.S.Code § 8.

**31 USC 3718**

## 31 U.S. Code § 3711(e)(9)

31 U.S. Code § 3711(e) - what constitutes collection activity

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in the head of the agency involved in the collection of debts or collection activity when they perform any of the following conduct; administrative offset, tax refund offset, referral to private collection contractors, referral to agencies operating a debt collection center, reporting delinquencies to credit reporting bureaus, garnishing wages, and litigation or foreclosure. If COMPANY NAME has filled out a 1099c form and is continuing any of these activities they have committed tax fraud and should be reported to the IRS for a fraudulent financial gain

**31 USC 3711(e)(9)**

**16 CFR 433.1**

**IYKYK**

**(Uncommon laws which  
should be more common)**

## 16 C.F.R. § 433.1(b) 16 CFR 433.1(b)

16 CFR 433.1(b)

The definition of a consumer under the federal regulation.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, he is a consumer, a natural person who seeks or acquires goods or services for personal, family, or household use only in accordance with the federal regulation 16 CFR 433.1(b).

## 16 C.F.R. § 433.1(c) 16 CFR 433.1(c)

16 CFR 433.1(c) – Creditor

### AFFIDAVIT

Notice, it is a fact, affiant is aware a creditor in connection and in accordance with 16 CFR 433.1(c) cannot be both a credit card issuer and a creditor at once. A person who finances and extends credit to a natural person or a consumer would be the ALL CAPS name, my property (INSERT NAME) the corporate fiction and legal engis.

## 16 C.F.R. § 433.1(d)

Purchase money loan

### AFFIDAVIT

INotice, it is a fact, I the affiant has reason to believe and do so believe a purchase money loan, cash advance was given to {COMPANY NAME} as the creditor from the U.S. Treasury for a finance charge and the consumer credit was to be forwarded to the consumer or natural person, I the affiant, in this transaction for household, goods, and services in exchange for disclosed, limited and authorized use of the negotiable instrument, social security number or credit card and signature I have provided, which are all properties which belong to I, the affiant, so be it.

**16 CFR 433.1(d)**

## 16 C.F.R. § 433.1(e) 16 CFR 433.1(e)

Financing a sale

### AFFIDAVIT

Notice, it is a fact, affiant is aware, I the affiant took part in a credit sale, as a result of the consumer credit transaction I entered in with {COMPANY NAME} on {DATE} which credit was extended, financing the sale in the amount of {AMOUNT FINANCED} as it relates to both the Truth in Lending Act and Regulation Z, so be it.

## 16 C.F.R. § 433.1(f) 16 CFR 433.1(f)

16 CFR 433.1(f) – Contract

### AFFIDAVIT

Notice, it is a fact, affiant has reason to believe and do so believes, this contract, pursuant to 16 CFR 433.1(f), was intended to be written agreement with full willful disclosure as required in the Truth in Lending Act to in order for I the affiant, to be able properly contemplate any concerted and or cooperative activity between I, and {COMPANY NAME}. Upon discovery, I have reason to believe and do so believe I did not receive such disclosure, as to be shown in the {DOCUMENT} herein.

## 16 C.F.R. § 433.1(g)

Business Arrangement

### AFFIDAVIT

Notice, it is a fact, affiant is aware {COMPANY NAME} have engaged in business arrangement through contract to finance a good and services, and in the case of this transaction the property I owe, {DESCRIBE YOUR PROPERTY} which is use for personal, household and family purposes.

**16 CFR 433.1(h)**

## 16 C.F.R. § 433.1(h) 16 CFR 433.1(h)

Credit Card Issuer

### AFFIDAVIT

Notice, it is a fact, affiant is aware, {COMPANY NAME} has been the credit card issuer in this business arrangement associated with my account number {ACCOUNT NUMBER} as described in 16 C.F.R. § 433.1(f)

## 16 C.F.R. § 433.1(i) 16 CFR 433.1(i)

16 CFR 433.1(i) - Consumer Credit Contract.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, as shown in EXHIBIT (--), this contract is a consumer credit contract and as described in 16 CFR 433.1(i) an instrument, and under UCC 3-104(a) an instrument is a negotiable instrument and a unconditional promise to pay, no different than a dollar. I the affiant has reason to believe and do so believe this instrument constitutes as payment under the negotiable instruments act and has fully paid for this transaction on the date of consummation.

## 16 C.F.R. § 433.1(j)

16 CFR 433.1(j) - Seller of a contract. Usually a firm such as a car dealership, or anyone else who transfers or assigns a contract to another financial institution

### AFFIDAVIT

Notice, it is a fact, affiant is aware, {COMPANY NAME} falls under both definitions of seller and creditor as evidence in EXHIBIT (--) and subsections 16 C.F.R. § 433.1(j) and 16 C.F.R. § 433.1(c)

## 16 CFR 433.1(j)

**16 CFR 433.2**

**IYKYK**

**(Uncommon laws which  
should be more common)**

## 16 CFR § 433.2(a)

16 CFR 433.2(a) - The right as a debtor to invoke any claim and defense against any seller creditor of goods and services in connection with a consumer credit transaction.

Version 1.

### **AFFIDAVIT**

Notice, it is a fact, in connection with any sale or lease to a consumer, such as I, the affiant am aware, a contract must include the provision described in 16 CFR § 433.2(a) otherwise this contract would be known to be an unfair or deceptive act or form. In connection with this provision, I am invoking my right as the debtor to assert all claims and defenses against {COMPANY NAME} in connection with this transaction and or negotiable instrument and any other possible derivatives in order to recovery any amounts paid and its proceeds. I have claim to the interest and the proceeds of each trade and instrument in accordance with UCC 3-306 with the possessory right to both the instruments and the property.

**16 CFR 433.2**



## 16 CFR § 433.2(a)

16 CFR 433.2(a) - The right as a debtor to invoke any claim and defense against any seller creditor of goods and services in connection with a consumer credit transaction.

Version 2.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in connection with any sale or lease to a consumer, such as I the affiant, the contract by {COMPANY NAME} must include the provision described in 16 CFR § 433.2(a)

### **NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

As shown in EXHIBIT (--), I, the affiant, has reason to believe and do so believes {COMPANY NAME} has not met the requirements as established in 16 CFR § 433.2(a)

### **16 CFR 433.2(a)**

# 16 CFR § 433.2(b)

16 CFR 433.2(b) - The right as a debtor to invoke any claim and defense against any seller creditor of goods and services in connection with a purchase money loan.

Version 2.

## **AFFIDAVIT**

Notice, it is a fact, affiant is aware, in connection with full or partial payment for such sale or lease, the proceeds of any purchase money loan, to a consumer such as, I the affiant, the contract by {COMPANY NAME} must include the provision described in 16 CFR § 433.2(b)

## **NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

As shown in EXHIBIT (--), I, the affiant, has reason to believe and do so believe, {COMPANY NAME} has not met the requirements as established in 16 CFR § 433.2(a)

## **16 CFR 433.2**

**16 CFR 433.3**

**IYKYK**

**(Uncommon laws which  
should be more common)**

## 16 CFR § 433.3

16 CFR 433.3 - No seller or creditor is exempt from 16 CFR 433.1-16 CFR 433.3 meaning creditors or debt collectors would not be able to state claims are not applicable to them as a defense.

Version 2.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware in accordance with 16 C.F.R. § 433.3 {COMPANY NAME} is not exempt from any claims or defenses as described in 16 C.F.R. § 433.2(a) as I, the affiant, may invoke, his rights as the debtor in this consumer credit contract against {COMPANY NAME} for the unfair and deceptive practices as shown in this {DOCUMENT} herein as no contract after the date of November 1, 1977 is exempt from 16 C.F.R. § 433.3.

**16 CFR 433.3**

## 16 C.F.R. § 433.3(b)(2) 16 CFR 433.3(b)(2)

16 CFR 433.3(b)(2) – Open end credit arising from a consumer credit transaction. Pursuant to 12 CFR § 1002.2(a), Account means "open end credit." Your account number is the reference or instrument associated with that open end credit.

### AFFIDAVIT

Notice, it is a fact, affiant is aware and has proof in EXHIBIT (---) of my consumer credit contract in accordance with 16 C.F.R. § 433.1(i) which is any instrument which shows evidence of indebtedness which is again shown in EXHIBIT (---) from a finance sale or purchase money loan, or cash advance which the affiant has reason to believe and do so believes the financial institution received from the U.S. Treasury, its successors or assigns, because the term open end credit refers to an account which consumer credit was extended. Pursuant to 12 C.F.R. § 1002.2(a), Account is open end credit and my account number {ACCOUNT NUMBER} is evidence of this fact.

## 16 C.F.R. § 433.3(b)(3) 16 CFR 433.3(b)(3)

16 CFR 433.3(b)(3) – Open end credit is an account and can be in forms of a credit card, check, or other device, as a plan. Also referred to as an open ended consumer credit plan.

### AFFIDAVIT

Notice, it is a fact, affiant is aware pursuant to 16 CFR 433.3(b)(3) the definition of open end credit is consumer credit extended on account. Pursuant to 12 CFR § 1002.2(a) Account means open end credit. My account number {ACCOUNT NUMBER} is referencing this open end credit plan which can come in the form of a credit card, check, or other device, as a plan between I, the affiant and a creditor such as {COMPANY NAME}.

## 16 C.F.R. § 433.3(b)(4)

Creditor - 16 CFR 433.3(b)(4) - A contract which includes a waiver, condition, or limitation for a debtor to assert his rights for claims or defenses against the seller, is void.

### AFFIDAVIT

Notice, it is a fact, in accordance with 16 CFR 433.3(b)(4), I the affiant, has reason to believe and do so believes, a contract cannot does not constitute or contain a negotiable instrument, or contain any waiver, limitation, term, or condition which has the effect of limiting a consumer, such as I, the affiant, to right to assert my against any holder of a contract with any and all legally sufficient claims and defenses which could be asserted against the seller of goods or services, and in this subject matter is {COMPANY NAME} pursuant to the contract otherwise such contract is unenforcable and void.

## 16 CFR 433.3(b)(4)

**12 CFR 1026.13**

**IYKYK**

**(Uncommon laws which  
should be more common)**

## 12 C.F.R. 1026.13(a)(6) 12 CFR 1026.13(a)(6)

12 CFR 1026.13(a)(6) – documentary evidence request to clarify billing error.

### AFFIDAVIT

Notice, it is a fact, affiant has reason to believe and do so believe this billing statement I received by {COMPANY NAME} on {DATE} is a billing error. To clarify and addressed such subject matter contained in this billing statement I, the affiant, am invoking my right to obtain the documentary evidence, in accordance with 15 U.S.C. § 44 for the books of account as described in IRS Publication 583. To verify such alleged amounts, I want to see both journal and credits of account and ledger and debits of account to verify the current accounting and taxes associated with this account.

## 12 C.F.R. 1026.13(b)(1) 12 CFR 1026.13(b)(1)

12 CFR 1026.13(b)(1) – the billing error notice should be sent at an address which can receive billing error notices, if not then it should be sent to the address on the billing statement.

### AFFIDAVIT

Notice, it is a fact, affiant is aware, in accordance with 12 CFR 1026.13(b)(1) I, the affiant has delivered a billing error notice to {COMPANY NAME} on {DATE} to the address on the statement {ADDRESS} with certified mail receipt I registered receipt number {NUMBER} which was sent with a green receipt. I received a green receipt back with a authorized signature on {DATE}.

## 12 C.F.R. 1026.13(c)

12 CFR 1026.13(c)

### AFFIDAVIT

Notice, it is a fact, affiant is aware, I did not receive the required notice nor has the billing error been resolved and it has been two billing cycles and more than 90 days from my original billing error notice as shown in EXHIBIT (--). and the billing error has not been corrected. This is a violation of 12 CFR 1026.13(c).

**12 CFR 1026.13(c)**

## 12 C.F.R. 1026.13(d)(1)

12 C.F.R. 1026.13(d)(1) - enforcing the billing error, and restrictions from a company.

### **AFFIDAVIT**

Notice, it is a fact, affiant is aware, {COMPANY NAME} as the creditor may not collect any disputed amount, I the consumer and affiant, does not need to pay, the creditor cannot restrict, accelerate payment or close an account and or make or threaten any adverse reporting to any person about the consumer's credit standing without resolving the billing error. Such actions by {COMPANY NAME} will forfeit its rights to collect the disputed amount as described in 15 U.S.Code 1666(e) and hold the creditor liable under 15 U.S.Code § 1693m for {COMPANY NAME} for the actual damage caused to I, the affiant, as well as held to criminal liability pursuant to 15 U.S.Code § 1693n for failing to required documentary evidence as requested to clarify and revolve the previously addressed billing error.

**12 CFR 1026.13(d)(1)**



# BONUS

**As promised, I will go over how to create an affidavit so you can take this book, use it in your own process, and free yourself.**

# THE AFFIDAVIT

How to construct an Affidavit

A BONUS FOR PURCHASING THE FULL EDITION

# Maxims of the Affidavit

- All are equal under the law  
(No natural person is better than another natural person)
- In commerce, truth is sovereign.  
(The truth is the law of the land, it is unlawful to lie)
- Truth is expressed in the form of an Affidavit.  
(Affidavits establishes truth in law)
- A matter must be expressed to be resolved.  
(If a dispute is addressed by an affidavit it must be resolved)
- An un rebutted affidavit stands as truth in commerce.  
(the affidavit becomes law if the matter is not resolved)
- An un rebutted affidavit becomes a judgment in commerce.  
(You can enforce a affidavit as judgement in court)
- He who leaves the field of battle first (does not respond to Affidavit) loses by default.  
(If you or the opposing party ceases to respond then the matter is resolved by default)
- Sacrifice is the measure of credibility.  
(The affidavit must be under oath to be valid)
- A lien or claim, under commercial law, can only be satisfied by one of the following actions. (an affidavit can only be resolved by...)
  - a. A rebuttal Affidavit of Truth, supported by evidence, point-by-point.
  - b. Payment.
  - c. Agreement.
  - d. Resolution by a jury according to the rules of common law.

# Outline for an affidavit

- Title the affidavit
- Must identify and state who the affiant is
- Summarizing the subject matter
- Give notice of all statements of fact
- Certify that all statements are subject to a penalty of perjury
- Identify who the notary is within a jurat
- Sign and have the document notarized
- Assign the document with a reference number
- Make each page has its own page number
- Include a certified mail receipt number in the letter
- all affidavits should be sent with exhibits
- send documents with certified mail w/ a green receipt
- Include proof of mailing

# WHAT IF I AM UNSURE?

How to start with the process.

# How to start the process

While everyone learns differently, I can give you my process on how I have come to understand the law for myself. I am not saying I stumbled across this material by random. I have had excellent teachers and mentors, but I myself have to understand have come to understand the law with these practices.

If you first look at, the Truth in Lending Act of 1968, the beginning of consumer protection laws you will see it codified in many different ways. But it is important to understand how to reference these laws. Truth in Lending Act of 1968 referenced within itself as sections

1. Title 1 U.S. Code § 1. – The law to understand law. As 1 USC 1 states, "to determine the meaning of any act of congress..."

First we have to learn how to understand law as it was meant.

To briefly paraphrase the law in section 1 USC 1, "Words denote to numbers, Sentences denotes to words, singular can mean plural, masculine can mean female. etc"

What in the heck does this all mean?

Simply put. The law is codified. The Fair Credit Reporting Act can also be referred to as 15 U.S. Code § 1681 or 15 USC 1681 or FCRA 601. It's all the same thing. "Words denote to numbers." Sentences denotes to words. This is the most difficult part to get down but very easy to understand.

The definition of denote is to indicate something; to represent something or to be a sign of something - [translegal.com](http://translegal.com)

Each word is a full sentence. A full idea. If you think about it, every word is a picture. When you describe an apple tree, you can give a full description of that single apple tree; an evergreen colored shorter tree with wider branches with broad leaves which bears a usually bright red hardened fruit sweet in taste with a shape larger at the top and narrows out as it comes towards to bottom or you can simply say an apple tree and everyone would understand exactly what you are referring to for the most part.

This is the same concept with each word defined or term used in law. Every word in law does not use the same webster dictionary or Google definitions we grew up with.

We must redefine the words we read. This is almost exactly like a word cryptogram puzzle. Each word has a meaning you must redefine.

Where you get the definitions in consumer law is found within the definition sections of each law. When you study law. You must completely understand the definition sections first.

Now, you must understand that each definition section of the law is in order. If the law was defined within a subchapter, previous to the one you are currently reading, there is a high chance it is not redefined within the next subsequent subchapters. Congress only redefined laws if necessary as it pertains to each individual subchapter.

The answer to most processes is found within the definition sections of the law. For example, under 15 U.S.Code § 1666 a billing error is defined under subsection (2) as "*A reflection on a statement of an extension of credit for which the obligor requests additional clarification including documentary evidence thereof.*" So the key language here is reflected in the highlighted areas.

I will focus on **documentary evidence**. This word is not found in Truth in Lending. However, it is defined earlier in Title 15 U.S.Code § 44. The definition is strongly worth researching because understanding this definition allows you to understand 15 U.S.Code § 1666(b) which is what the billing error is defined as an "obligor requesting additional clarification including documentary evidence thereof."



So if the law states a billing error is requesting additional clarification, then you now know how to cause a legal billing error.

Once the account is in a billing error there are several rights the "obligor" can invoke and in order to address and resolve the billing statement, however, if the creditor does not comply with section 1666a which is the credit reporting of a billing error, and if the billing error is not resolved, the company as a creditor forfeits the rights to collect.

Now, what is collection activity? Well, 31 U.S. Code § 3711(e)(9)(F) gives examples of collection activity as reporting delinquencies to credit reporting bureaus. You may read this law and state wait does this law pertain to me? Then you may want to look at 28 U.S.Code § 3002(15)(A) and then 18 U.S.C § 8.

If one was to request the final payout statement and then state the amount is a "billing error..." According to 15 U.S.Code § 1666a and 15 U.S.Code § 1666b. what should occur then? This should be expressed clearly in the form of an affidavit as statements of facts.

Every other term that isn't defined you can look at other sections of law such as the Codified Federal Regulations or CFR, The Uniform Commerical Code,

or UCC, or finally refer to law dictionaries such as Black's Law or Bouvier Law to learn each key term.

Back to the example, if the law states requesting additional clarification is a billing error, then you now know how to cause a legal billing error.

Once the account is in a billing error there are several rights the "obligor" can invoke and in order to address and resolve the billing statement. However, if the creditor does not comply with section 1666a of the Fair Credit Billing Act which is the credit reporting of a billing error, and if the billing error is not resolved, the company as a creditor, forfeits the rights to collect and will be subject to criminal and civil liability under the Truth in Lending Act.

To collect debt is collection activity and collection activity also includes consumer credit reporting. If one was to request the final payout statement and then state the amount is a "billing error..." what should occur then? This should be expressed clearly in the form of an affidavit as statements of facts.

Follow each process the same way.

# **QUESTIONS TO ASK YOURSELF**

**What questions should you answer  
while constructing your affidavit**

You may find yourself struggling where to begin and how you should address all subject matter needed in your own particular situation.

Everyone's situation is different and while this book is a study guide to understand laws in each situation, it's always good to have an idea of how you want your affidavit to go.

I will provide a list of questions you may want to answer as you build your affidavit.

Always keep in mind whatever you do, your affidavit is your truth. There is no magically affidavit template which will solve an individual's situation because each situation is unique to that individual with so many different circumstances. It is always best to take what you read and learn it for yourself.

None of any understanding of law is overnight. It takes time but through study you will be able to reach the goals you wish to achieve.

# Questions you may want to answer

Who are you?

Who are they?

What jurisdiction do you have?

What jurisdiction do they have?

What fraud are you pointing out?

What is the proof you have to claim fraud?

What law allows you to state your claim of fraud?

What requirements do they have to or failed to follow in order for you to prove your claim?

what happens if they do not follow the law?

what damages occurred to you because of the fraud?

What happens to them if they do not respond or provide insufficient proof of claim?

Can you certify that all you said in the document is true?

When you send these letters off?

Can you prove the delivery of the letter?

What document number will you reference in the future of your letter for filing purpose?

How will you prove the contents is within the envelope that you send?

# **PRESENTMENT**

**Notice of Fault Affidavit of Truth**

# Notice of Fault

In law, specifically the UCC, a fault is wrongdoing as defined under UCC 1-201(17). If you are starting the process to correct your situation use the law because you believe you were wronged, you must first give "notice" of that wrongdoing. How can anyone know what they did wrong without you first telling them? So you must give a "notice of fault" within an affidavit of truth.

Now, what is an affidavit? An affidavit is a letter containing sworn statements, written as declarations under an oath or the penalty of perjury which is punishable under 18 U.S. Code § 1621. Due to the oath, an affidavit that goes unrebutted or not disputed is the absolute truth. Think about it, if you swear that something is true and no one proves you wrong, then the statement has to be true right? That same logic applies to an affidavit.

The affidavit can be then titled,  
"Notice of Fault, Affidavit of Truth."

This will be your "legal pleading." Legal pleading can be look as a title used to file in the court. However, legal pleadings require research of the county you intend to file any claims and their requirements which pertain to them.

# Legal Pleading

Your legal pleading will act as your header for the document. You want to include the address you are sending it from, I recommend a P.O. box rather than your personal address.

You want to address the registered agent or the CEO or Chief Financial Officer by name. Typically you address your matters to who you believe has authority to handle the matter appropriately. An example of this header can look like this.

## NOTICE OF FAULT AFFIDAVIT OF TRUTH

"Consumer Enforcement as Private Administrative Audit by Right of Action"

NAME	}	
ADDRESS	}	
ADDRESS	}	
	}	DATE
OFFICER NAME	}	
COMPANY NAME	}	
ADDRESS	}	
ADDRESS	}	

---

## NOTICE OF FAULT AFFIDAVIT OF TRUTH

Consumer Enforcement as Private Administrative Audit by Right of Action

Take your time to set this up in Microsoft Word or my personal favorite Google Docs. The reason for this is I can work anywhere I go and it's free. Google docs is just a personal preference for me



# Identify the affiant.

You must identify who the affiant is.

Who is the affiant? You. However, who are you? Not to ask a deep philosophical question but this beginning statement in any affidavit is very important as this statement addresses your jurisdiction and your rights within the affidavit.

This can be done like this for example.

**Notice, it is a Fact, that, I, agent for principal (NAME) and affiant, I am a federally protected consumer, holder in due course, attorney in fact, for any and all derivatives thereof for the surname/given name and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will autograph for my given name, (NAME) and as the agent and administrator in fact.**

This statement is made to address who you are in relation to this notice. So this is important.

# Create your statement of fact(s)

Now you must begin your statement of personal facts addressing your situation according to how it happens to you. I cannot tell you what to include however I will give examples of how to structure a basic statement of fact. However just know you do not need to do all of this, your facts can simply just be listed.

Address each fact with "Notice," as you are always giving notice to the reader.

Next, you want to declare yourself as the affiant who

- is aware,
- has reason to believe and do so believes
- alleges
- upon discovery has become aware

Of whatever pertains to your statement of fact. For example.

Notice, it is a fact, affiant has reason to believe and do so believes, {COMPANY NAME} is a financial institution as defined under 15 U.S. Code § 6827(4)(B).

Simple. Do not overcomplicate it.

If you need to request something in an affidavit, request information required to be provide by law and state without the requested information there can be no verification of the fact or the claim.

# Create a structure and tell a story

Have a flow to your affidavit. You are simply telling a story but including the legal terms as found in the law instead of how you would normally refer to them on your everyday recollection of these companies.

It is good practice to define everything using the terms provided in federal law. Credit bureaus are not bureaus, they are consumer reporting agencies. Discover Bank would be a financial institution. Address them as the law addresses them. This requires study.

You want to define yourself, the opposing party, and the terms you use as you go through the affidavit. Walk the reader through a story so it is easily understood by the educated reader.

I included an example of how an affidavit would typically flow however keep in mind you cannot copy and paste the following structure to get remedy of any kind, because every situation is different. You want to include laws which pertain to your situation.

Here is an example of how an affidavit can flow. This is not to be used word for word for any legal process.

Notice, it is a Fact, that, I, agent for principal (NAME) and affiant, I am a federally protected consumer, holder in due course, attorney, for any and all derivatives thereof for the surname/given name and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will autograph for my given name, (NAME) and as the agent and administrator in fact.

Notice, it is fact, unless {COMPANY NAME} can provide a policy or state law which shows that the aforementioned policy or state law supersedes federal law, I hereby invoke the law of presumption and invoke federal law in to address the subject matter in the affidavit herein.

Notice, it is a fact, that, I, agent for principal (NAME) am aware that COMPANY NAME is a "debt collector" here is the legal definition. Pursuant to 15 U.S.Code § 1692(a)(6), a debt collector is any person who uses instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. See Exhibit (--)

Notice, it is a Fact, that, I, agent for principal (NAME) and affiant, has received a statement including the subject matter of an attempt to collect an alleged debt for the Account number ending in - {account number}.

Notice, it is a fact that, I, agent for principal (NAME) and affiant, have reason to believe and do so believe, I the consumer, owe no such alleged debt(s).

Notice, it is a Fact, that, I, agent for principal (NAME) and affiant, am disputing this alleged debt, invoking my specified remedy as original creditor pursuant to 15 U.S.Code § 1692c(c)(2) and pursuant to 15 U.S.Code § 1692c(c) I demand you to cease any communications and collection activity of this alleged debt until you can provide me with the requested information in this affidavit herein.

Notice, it is a fact, that, I, agent for principal (NAME) and affiant, has reason to believe and do so believes, In order to assess your proof of claim in association with this alleged debt all documents requested in this affidavit must be given to I the affiant in order to establish proof of claim that an alleged debt is owed.

Notice, it is a fact, that, I, agent for principal (NAME), demand a full file disclosure in pursuant to 15 U.S.Code § 1681g and all other documentary evidence, including books of account, both journal and ledger in accordance with 15 U.S.Code § 44 and IRS publication 583 including any and all accounts made using my intellectual property, my signature, associated with this account, so be it. Without this I cannot verify any valid claims of alleged debts in the name of the principal obligor. See Exhibit (--)

Notice, it is a fact, that, I, agent for principal (NAME), demand a statement under penalty of perjury stating that the bank in fact loaned the associated debt money from their own assets in order to verify there is in fact a proof of claim of this debt. Without this I cannot verify any valid claims of alleged debts in the name of my principal obligor.

Notice, it is a fact, that, I, agent for principal (NAME) and affiant, has reason to believe and do so believes, without all requested documents in the affidavit herein there can be no proof of claim by COMPANY NAME and COMPANY NAME would be liable for creating a false and deceptive form under 15 U.S.Code § 1692j. See Exhibit (--)

Notice, it is a fact, without an affidavit response with rebuttal, point for point, then I am conditionally accepting your non-reasonable response, as frivolous, and you agree to fault judgement in the favor of interest of I the consumer, holder in due course, attorney, and administrator in fact as an un rebutted affidavit stands a truth in commerce.

JURAT

Whereas, I of age, of majority, give this herein notice to all, I make a solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, nunc pro tunc.

I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct, accurate to the best of my ability and knowledge, so be it.

On the date of \_\_\_\_\_, \_\_\_\_\_, agent, (NAME) came before me today present as a flesh and blood living being (Non entity/non debtor) under oath to the most high of creation only and provided the facts listed herein (NAME) \_\_\_\_\_

Sworn to or Affirmed by and subscribed before me on the \_\_\_\_day of, \_\_\_\_ year 20\_\_

\_\_\_\_\_ Notary Name

\_\_\_\_\_ Notary Signature.

# DOCUMENT NUMBER

**Be organized**

# Organize your documents

Every document should have its own document number. The affidavit will have its own document different than the cease and desist. This is all for public recording or filing purposes in case the administrative process needs to be enforced in any court or file it with any public recording. You would reference each document, not by name of the document, but by document number.

Send the copies of the original documents as you would have to present the original documents in court.

Before you send anything off, you would want to include the certified mailing number or the registered mailing number typed or written in the document itself to further prove the document was delivered.

To deliver the documents you want to send the documents to the registered agent or service for process company and address the document to someone who can handle the matter appropriately, whether it be a risk management department, chief executive officer, chief financial officer etc. You would not send it to people such as employee staff who would not know how to deal with affidavits.

# EXHIBITS

**You can only get what you can prove**



# Exhibits

Exhibits are simply documented material proof that supports your claims. Do NOT send any presentment without evidence. You cannot simply make claims against someone without proof.

If you requested documents from a company and placed the burden of proof on the company, then you must have documentation proving you gave a specified period amount of time to the company to address the matter with proof of delivery.

You want to label in your document your exhibits or proof of violations labeled by way of highlighting, circling, paperwork, or if a recording that's transcribed, audio or video files sent to a regulator.

If you quote the law you must reference them as exhibits. If you are using the law within the statement to address how the law affects the subject matter you are referring to, phrase the law in your own words using only the key terms from the law and reword the law in a way that shows you have a clear understanding.

For example, if you use the term "interstate commerce," give an example that pertains to the matter such as the transport of mailings. This way you show competency and not deem frivolous for copying and pasting the law.

In addition to citing them, print them out including their site address with the date and time it has been printed out as an exhibit. This again prevents to issue of being frivolous for copying or more commonly referenced as parroting the law. To parrot, the law means to copy and paste the law without understanding or reference to the subject matter. This becomes an issue of jurisdiction so you want to be sure to get this right.

# NOTARY

Officer of the court.

# Why you want a notary.

Do you need a notary for these processes? Technically no. Three witnesses serve as sufficient for the process. However, the reason you want to go through a notary is for several reasons.

You may be familiar with the phrase court starts in the mail. Well, a notary is an officer of the court. The notary technically would be overseeing this process you go through when any organization. In fact the notary can deliver your paperwork on behalf of you and follow up with the paperwork in a process called a notarial protest. This is the basis of the administrative process.

You can do this process yourself, however, a notary acting as an officer of the court strengthening your case as it is proof someone is a witness other than you to the process. A notary also counts as two witnesses. So you would be one witness to this paperwork, and the notary would be the other two make three witnesses. Not every notary is familiar with this process so it is best to do it yourself and simply have a notary, notarize your documents and provide an affidavit of notary presentment.

Alternatively, you can bring a certificate of mailing to the post office and have them sign as a witness. Or use both. However, you need at least one as their paperwork is needed to verify the documents inside the delivery.

# **SUMMARY**

**A checklist for a guide on what  
you should put in your affidavits**

# Summary for affidavit construction

To sum up how to write an affidavit.

- 1.- Start with the legal pleading.
- 2.- Next state who you are and your jurisdiction
- 3.- Summarize the subject matter of the affidavit.
- 4.- Define who you are in connection to this subject matter.
- 5.- Define who the opposing party is in connection to the subject matter.
- 6.- Invoke the law of presumption for the use of federal law over the subject matter.
- 7.- State what has been delivered to you or the opposing party.
- 8.- State the issue and the fault within a story of facts. Do not parrot, or quote the law without redefining it in your own words.
- 9.- Continue your statement of facts until all subject matter is addressed. Keep each fact as brief as possible. It's best practice to include one fact per statement.
- 10.- If you are to ask for demands, demand the information with the contingency that a proof of claim cannot be brought forth by the opposing party without the requested information.
- 11.- Include a security agreement for non-response or insufficient response to your affidavit.
- 12.- Enter your jurat which reiterates your oath under penalty of perjury.
- 13.- Get a notary to sign or have two other witnesses.
- 14.- Include the certified receipt number within the document.
- 15.- Label your document with a document number for future reference and possible future filings.
- 16.- Include page numbers for all your documents.

## **An answer to a very common question...**

What if I stopped sending letters after my affidavit, or did not include all the information provided in this ebook, do I have to restart my entire process over?

No. Not at all.

Include in your next response.

"Notice, it is a fact, affiant is aware, pursuant to 15 U.S.Code § 1692g(c) there can be no presumption or admission to liability if I, the affiant in consumer in fact, have not admit liability. I the affiant, and consumer admit no liability. This is a formal notice to agent is notice to principal. Notice to principal is notice to agent; nunc pro tunc."

# **FULL PRESENTMENT**

**An affidavit must include other documents  
to complete a full presentment**



# Full Presentment

Understand the affidavit is the foundation for the entire process which makes up a presentment. This would be referred to as a documentary draft under UCC § 4-104(6). Do not forget to include the other parts of the presentment to make sure the original presentment to whatever company is completed. A completed presentment to a company must follow the laws under UCC § 3-501 otherwise the affidavit as a documentary draft would be subjected to dishonor by the aforementioned company.

A full presentment includes

- A Cover Letter of an Affidavit of Mailing or Affidavit of Notary Presentment or a Certificate of mailing to verify the contents inside each delivery.
- A Cease and Desist, which acts as a start of a legal proceeding, containing a list of both demands for remedy or rectify the situation as appropriate and a list of retaliations you do not want coming against you and or a list of illegal activity you would want to desist from happening.
- A Bill of Particulars. A doctrine that gives a computation and description of the cost of each violation that has occurred towards you.
- Exhibits or proof of the violations of law you found within written statements which would be highlighted circled or labeled and for each law. For the quoted law used within your documents, including printouts of the quoted law that include the website link and date of the printout on the page. This insures arguments against you "parroting" or mindlessly quoting the law.
- Make sure all documents copies of the original documents include reference numbers, all pages of the document have page numbers, all documents include the same certified mail number associated with the envelope you are going to send all the documents. Send the envelope via certified mail with a green receipt so there is proof of its delivery.

# Conclusion

That includes the entire presentment you want to do to start the administrative process.

However, after the initial presentment, you want to follow up after the initial presentment with the following documents.

- A Notice of Fault in Dishonor, Right to Cure
- Notice of Default, Right to Cure.
- Affidavit of Administrative Default, Estoppel by Acquiescence.

You want to fully understand this process and the law before executing a process.

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<https://www.translegal.com/dictionary/>

Special thanks to my friends, family, amazing team, and to the many others around the world doing their best to get people the help they need with consumer protection. I thank the most high for all of you.

# THE END?

This is only the beginning for some.  
This book is my gift to you and I ask that you  
gift others with the blessing of knowledge  
Take this book and free whoever will let you .  
God bless you. Take care.