**ATTENTION: (CREDITOR/**

**RE: SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONSUMER CREDIT TRANSACTION (FORM TYPE AND LOAN #)**

1. This Affidavit of Fact is **Pursuant to 15 U.S. Code § 1692 (a)(b)** which states that The Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. These abusive practices contribute to the invasions of individual privacy among other things which you **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee** are in violation as I never gave you my information directly;
2. I, a consumer in fact, agree with The Congress to eliminate abusive debt collection practices by debt collectors, and to promote consistent state action to protect consumers like me against debt collection abuses which you are attempting to do **Pursuant to 15 U.S. § Code 1692(e);**
3. Take Notice that **Pursuant to 15 U.S. Code § 1692a (2)** the term “communication” means the conveying of information regarding a debt directly or indirectly to any person through any medium and in this specific case you  **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee** used email, postal service etc. to communicate indirectly with me a consumer who is defined **Pursuant to 15 § U.S. Code 1692a (3)** as any natural person allegedly obligated to pay any debt;
4. Take further notice that I am the true creditor **Pursuant to 15 U.S. Code § 1692a (4)** which clearly states that a creditor is any person who extends credit creating a debt therefore I, a consumer, created the debt via my extension of credit to **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee**;
5. Notice that under **15 U.S. Code § 1605**- Except as otherwise provided in this section, the amount of the [finance charge](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-546542010-852238721&term_occur=999&term_src=title:15:chapter:41:subchapter:I:part:A:section:1605) in connection with any consumer [credit](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1352291591-852328089&term_occur=999&term_src=) transaction shall be determined as the ***sum of all charges***, payable directly or indirectly by the [person](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-991716523-852328090&term_occur=999&term_src=title:15:chapter:41:subchapter:I:part:A:section:1605) to whom the [credit](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1352291591-852328089&term_occur=999&term_src=) is extended and are aware that **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee** violated this right as shown in Exhibit (A) as the finance charge is not the sum of all charges.
6. You,  **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee,** shall also know that Examples of charges which are included in the [finance charge](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-546542010-852238721&term_occur=999&term_src=) include any of the following types of charges which are applicable as stated **Pursuant to 15 U.S. Code §** **1605 (c) Property damage and liability insurance premiums included in finance charge**, charges or premiums for insurance, written in connection with any consumer [credit transaction](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1352291591-852328089&term_occur=999&term_src=), against loss of or damage to property or against liability arising out of the ownership or use of property, shall be included in the [finance charge](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-546542010-852238721&term_occur=999&term_src=) and are aware that you are in violation as this was not included in the finance charge as seen in Exhibit (b).
7. You are also in violation of **15 U.S. Code §** **1605(a)** The [finance charge](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-546542010-852238721&term_occur=999&term_src=) does not include charges of a type payable in a comparable cash transaction (i.e. deposits or monthly payments).
8. You **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee**shall also know that the term debt defined under **15 U.S. Code § 1692a (5)** comprehensively states that it means any alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes;
9. Notice that you are defined as a debt collector **Pursuant to 15 U.S. Code §** **1692 (6**) which states that a debt collector is any person who uses any instrumentality of interstate commerce via mail and is engaged in the principal purpose of collecting debt which you are attempting to do by communicating with me without my prior consent in direct violation of **15 U.S. Code §1692c(a)(1);**
10. You **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee**are also in violation of **15 U.S. Code § 1692b (2)** which states that you may not state that I a consumer owes any debt. Furthermore, you have attempted to communicate with me on multiple occasion which is a violation of **15 U.S. Code §** **1692b(3);**
11. You are also in violation of **15 U.S. Code §** **1692e(2)(A)** by giving false representation of the amount of debt allegedly owed and the false representation or deceptive means to attempt to collect any debt **Pursuant to 15 U.S. Code §** **1692e(10);**
12. Take further notice that **Pursuant to 15 U.S. Code § 1692e(9)** articulates that the use or distribution of any written communication which creates a false impression as to its source, authorization, or approval as you **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee** is stating that someone other then me a consumer in fact, is the creditor when I am the creditor **Pursuant to** **15 U.S. Code § 1692a(4);**
13. I hereby Demand! That you **NCB Management INC as Assignee of Santander Consumer USA Wells Fargo Bank, National Association, as the Indenture Trustee**cease and desist all communication and attempts to collect this alleged debt **Pursuant to 15 U.S. Code § 1692c(c);**
14. Take further notice that your failure to follow these laws will result in me invoking specified remedies **Pursuant to 15 U.S. Code § 1692c(3).**

***You have 10 days from the receipt of this notice to cease & desist all communication and remove all negative remarks from all three bureaus or I may seek damages Pursuant to 15 U.S. Code §* *1692k(a)(1)(2)(A)(B)(3)(b)(1)(2)(d). Additionally I DO NOT consent to any automated scan response or e- Oscar verification methods.***

***TERMS DEFINED PURSUANT TO 15 U.S. CODE §* *1692a***

***1. The term “***[***communication***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1035284522-644019129&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means the conveying of information regarding a*[*debt*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=)*directly or indirectly to any person through any medium.*

***2. The term “***[***consumer***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-567770122-644019128&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means any natural person obligated or allegedly obligated to pay any*[*debt.*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)

***3. The term “***[***creditor***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1822875292-644019127&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means any person who offers or extends credit creating a*[*debt*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=)*or to whom a*[*debt*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=)*is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a*[*debt*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=)*in default solely for the purpose of facilitating collection of such*[*debt*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=)*for another.*

***4. The term “***[***debt***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means any obligation or alleged obligation of a*[*consumer*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-567770122-644019128&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.*

***5. The term “***[***debt collector***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1217883840-644019125&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any*[*debts,*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*or who regularly collects or attempts to collect, directly or indirectly,*[*debts*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any*[*creditor*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1822875292-644019127&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*who, in the process of collecting his own*[*debts,*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*uses any name other than his own which would indicate that a third person is collecting or attempting to collect such*[*debts.*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-3079315-644019126&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*For the purpose of*[*section 1692f(6) of this title*](https://www.law.cornell.edu/uscode/text/15/1692f#6)*, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.*

***6. The term “***[***location information***](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-1644681537-644019124&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)***”*** *means a*[*consumer’*](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=15-USC-567770122-644019128&term_occur=999&term_src=title:15:chapter:41:subchapter:V:section:1692a)*s place of abode and his telephone number at such place, or his place of employment.*

**JURAT**

State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_ On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Last Name, First Name, proved to me through satisfactory evidence of identification to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (seal)

Notary Public Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_