

DEALING WITH THE CREDITORS OR HOW TO GET THEM OUT OF YOUR CREDIT REPORT

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What you will learn here is the way to stop these guys' dead in their tracks and even get your credit report cleaned up those judgments removed and a settlement reached so you will never be bothered again and even possibly get them to pay you to go away.

Your credit report is in shambles your have derogatory information charge off late's etc. You will learn here how to get these removed and make sure they will never come back! You will get your score back up to 700 or higher by learning this process/strategy.

First I must mention that I am **not** an attorney and am **not** giving you legal advice.

The information obtained is from my own Personal experience in the Federal Courts beating these guys.

My name is Michael J. Mirras and I have been in the Federal Courts so far six times and have won every case. Some under the Fair Debt Collection Practices Act (DCPA), 15 U.S.C. § 1692-1692p. www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf .

Some under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.

<http://www.ftc.gov/os/statutes/fcrajump.shtm> and a combination of both. I have added links for these LAWS and strongly suggest you review them and learn them thoroughly.

My cases can be found on the US Government Case site at

<http://pacer.psc.uscourts.gov/psco/cgi-bin/links.pl> and you must sign up to PACER to see them <http://pacer.psc.uscourts.gov/psco/cgi-bin/register.pl> . Again the links are

here. This proves my statements of being in the Fed Court System and the results of those filings. You just have to query my last name and it will show you the cases.

What you are about to learn here will stay with you for a lifetime and has no price to the value of it, it is priceless and is not taught in Law School as this is one part of law practice that is not thoroughly taught as there is little money to be made by lawyers doing this stuff. And you will see that on the attorneys faces you come up against in the case you file "they do not get it" When you win or settle with these guys you will get the cost of the info you paid for this course back, maybe several times over!!! One time and this course will pay for itself.

They only see the **alleged** account or debt you owe and don't understand they broke the law and you are there to prove it. Once you make them understand, you will see the lights come on and they realize, you got them. You can do this even if they have contacted you in the past and you did not know what to do.

The laws governing this process are the Federal (FCRA) Fair Credit Reporting Act. 15 U.S.C. § 1681 et seq. Make sure you get your copy as indicated in the previous paragraph. Print out the LAW and keep at your side until you have learned this stuff!

These laws are considered consumer protection laws however; it is aimed at the Creditor or PERSON/provider/reporter of information and what **they** are required to do under the law when challenged. It is the rules they the creditor/reporter must follow when challenged.

- A person is a non-entity in the sense of the law i.e. a creditor, debt collector, lender, bank- learn and understand this, it is discussed thoroughly in the FCRA.
- ❖ Set up with a web site provider who can pull your credit reports for you at least once a month I am not recommending and particular service however, I have used Privacy Guard in the past and they seem to have it together <https://www.privacyguard.com/> You can also get a free yearly report from Annual credit report <https://www.annualcreditreport.com/cra/index.jsp> however this is a once a year free report only. Privacy Guard will allow you to pull your report at least once a month. It is important to have a service like this if you go into court so you will have a paper trail of the creditors'/reporters violations. Just so you know when you pull your report it is considered a **soft pull** and does not affect your score. In fact you and the Credit Bureau are the only ones who can see it.

➤Some exerts but not all of the relevant laws from the FCRA:

§ 603. Definitions; rules of construction [15 U.S.C. § 1681a]

- (a) Definitions and rules of construction set forth in this section are applicable for the purposes of this title.
- (b) The term “**person**” means **any** individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity.
- (c) The term “**consumer**” means an individual.

§ 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]

- (a) *In general.* Subject to subsection (c), any consumer reporting agency may furnish a consumer report under the following circumstances and no other:
 - (1) In response to the order of a court having jurisdiction to issue such an order, or a subpoena issued in connection with proceedings before a Federal grand jury.
 - (2) In accordance with the written instructions of the consumer to whom it relates.
 - (3) To a person which it has reason to believe
 - (A) intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or
 - (B) intends to use the information for employment purposes; or
 - (C) intends to use the information in connection with the underwriting of insurance involving the consumer; or
 - (D) intends to use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or
 - (E) intends to use the information, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or
 - (F) otherwise has a legitimate business need for the information

§ 611. Procedure in case of disputed accuracy [15 U.S.C. § 1681i]

- (a) Reinvestigations of Disputed Information
 - (1) Reinvestigation Required
 - (A) *In general.* Subject to subsection (f), if the completeness or accuracy of any

item of information contained in a consumer's file at a consumer reporting agency is **disputed by the consumer and the consumer notifies the agency** directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

§ 623. Responsibilities of furnishers of information to consumer reporting agencies
[15 U.S.C. § 1681s-2]

(a) Duty of Furnishers of Information to Provide Accurate Information

(1) Prohibition

(A) *Reporting information with actual knowledge of errors.* A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

(B) *Reporting information after notice and confirmation of errors.* A person shall not furnish information relating to a consumer to any consumer reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(C) *No address requirement.* A person who clearly and conspicuously specifies to the consumer an address for notices referred to in subparagraph (B) shall not be subject to subparagraph (A); however, nothing in subparagraph (B) shall require a person to specify such an address.

(D) *Definition.* For purposes of subparagraph (A), the term “reasonable cause to believe that the information is inaccurate” means having specific knowledge, other than solely allegations by the consumer, that would cause a reasonable person to have substantial doubts about the accuracy of the information.

(2) *Duty to correct and update information.* A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) **Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.**

(E) *Duty of person after receiving notice of dispute.* After receiving a notice of dispute from a **consumer** pursuant to subparagraph (D), the person that provided the information in dispute to a consumer reporting agency shall—

(i) conduct an investigation with respect to the disputed information;

(ii) review all relevant information provided by the consumer with the notice;
(iii) complete such person's investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under section 611(a)(1) within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and
(iv) if the investigation finds that the information reported was inaccurate, promptly notify each consumer reporting agency to which the person furnished the inaccurate information of that determination and provide to the agency any correction to that information that is necessary to make the information provided by the person accurate.

- ❖ Ok you have pulled your report and oh boy do we have issues. You may have several derogatory accounts/negative info in your report (each account in your report is referred to as "line items"). Understand the most current by date will affect your score the most, up to at least 50+ points for each one. Accounts that are older and derogatory/negative say 3 years old will affect your score by about 20+ points. But understand that the total of all derogatory lines could equal 200+ points or more against your score. So derogatory accounts that are older affect your score less. So you may want to go after the newest date first. I would suggest you go after these guys one at a time when you proceed to sue them. This is no problem because as you chase the newest creditor you are racking up violations with the ones you have not filed on or have threaten to sue, because they update every month again breaking the law. (You must have sent them a notice of dispute to support this statement)
- ❖ The SOL (statute of limitations) on reporting accounts that are derogatory is 7 years 10 if a bankruptcy. However do not be surprised if the creditor or debt collector has re-aged your accounts. This means they have changed the date as to when you opened the account or the account went derogatory. What you need to know is when you stopped paying or when the account went into default. Debt collectors are generally the ones who do this in order to give you grief in order to get your attention to pay. However every State is different on the time frame depending on weather it is a credit card, note or mortgage. Go to your Secretary of State's web site to find out the law and how long they are able to collect could be from 3 to 20 years depending on the type of obligation it is.
If it is a Debt Collector and they are outside the SOL to collect there is not a darn thing they can do to collect and you have them on reporting erroneous and inaccurate info as well.
- ❖ Ok send out the letter of dispute shown below to the creditor/lender even the debt collectors. Certified mail return receipt. Track the letter on the USPS mail site and see when the creditor/lender/debt collector gets it.
- ❖ Upon receipt of the creditor/lender/debt collector getting the dispute letter. You will then send a dispute letter to the Credit Bureau referencing the same info you provided to the creditors/lender etc. And you must provide the bureau your SSN. Never provide your SSN to the creditor/lender debt collector.

You must allow the Credit Reporting Agency 30 days to complete their investigation 45 days is better to allow for them to mail.

I can just about 100% guarantee they the Credit Bureau will come back and state "they have performed their investigation and they are reporting it correctly" When you find out that the Bureaus spend less than 10 minutes investigating it is not a surprise that they have found no issues. They have just proved to you that the credit card company /bank/lender have not marked the account in dispute. And this is your proof in black and white.

But this is what you want them to report to you and you will understand as we move forward. (Read the complaint shown below that was brought in Fed Court)
Here is a simple dispute letter to the Bureaus and or creditor, lender, credit card company etc:

➤ Letter of dispute:

Today's date

Your Name

Address

Social XXX-XX-XXXX (this is required for the bureaus to move forward)(do not provide your SSN to the creditor, debt collector, lender etc. ONLY TO THE BUREAU)

Trans Union

XXXXXX

PA 12345

Sirs:

This is a letter of dispute.

I recently pulled my credit report and found the XYZ Bank or Credit card company or a collection attorney reporting derogatory information in my account. I do not recall ever having this account and dispute this.

Signed

As a note you may get a letter from the creditor asking for more information such as your SSN or account number. Do not respond to this with any information why? Because they are making an accusation/statement in your report and claim you owe something and are in your report but don't have your social or other information?? They are making accusation and we have a thing in this country called "Due Process" they have to prove what they say. You do not! Burden of proof is upon the accuser. Or they may send you copies of alleged statements and documents showing you information on the alleged account. However nobody knows where they got this stuff and how it was kept secure and that no one had access to these documents in order for them not to be tampered with or changed in anyway and with the things you can do with computers making/copying of anything is quite easy. These docs are inadmissible in a court of law without a competent fact witness to support those documents. This is considered hearsay without that witness. So did they validate or provide proof of the account???

"Well I think you shot Kennedy back there in '63" I saw you on the grassy knoll and I know you pulled that trigger" What the heck does that mean?

This is hearsay without a competent fact witness with firsthand knowledge sworn to under penalty of perjury in a court of law that you can ask questions to.

BIGGEST THING TO GET INTO YOUR MIND IS: WE ARE NOT DEALING WITH AND DEBT, ACCOUNT, MORTGAGE OR NOTE OR MONEYS OWED.

THIS STUFF IS ABOUT CIVIL RIGHTS VIOLATIONS AND THE LAWS THEY THE DEBT COLLECOTRS, LENDERS HAVE FAILED TO FOLLOW WHEN QUESTION OR DISPUTED.

Even if they prove you owe this account (which does not enter into the complaint) or monies how does that relieve them from marking the account in dispute and reporting erroneous info if the amount is not correct in the report?? You will always file your complaint based on their violation of not marking the account in dispute reporting erroneous and inaccurate info and failure to have the systems in place to prevent error which are the Defendants' responsibility.

Inaccurate information is another breech of the law. Just so you know very seldom does the creditor respond on a "charged off account". Because they have closed the account out and don't have you in their system anymore. And here is some case law on what is a debt/account and how they must prove it Speers v. Brennan do a Google and you will find it right away.

IN THE COURT OF APPEALS OF INDIANA

GREG A. SPEARS,)
)
)
Appellant-Plaintiff,)
)
vs.) No. 49A02-0003-CV-169
)
TIMOTHY L. BRENNAN,)
)
Appellee-Defendant.)

APPEAL FROM THE MARION SUPERIOR COURT

The Honorable Kenneth Johnson, Judge

Cause No. 49D02-9802-CP-236

➤ Ready for action:

Ok what laws did they break and how do I nail them.

- If they are in your report and have not proven the account, no repose from the creditor they are reporting erroneous and inaccurate information under FCRA. And the same if the debt collector/attorney does not respond and they are in your report.

- They have failed to mark your account in dispute either the creditor or the debt collector if they are in your report under FCRA. And you have disputed with both of these.
- So here is the break down under FCRA it is a \$1000.00 per violation for each infraction of the law:
 1. If they are in three reports \$3000.00 for the accounts not marked as in dispute. \$1000.00 per report.
 2. If they did not respond to prove the account, that is the creditor, they are reporting erroneous and inaccurate information \$1000.00 per report. Total another \$3000.00
 3. If the debt collector/attorney is in the report \$1000.00 per report per violation as well. For not marking the account in dispute and failing to provide proof of the account. Total is \$6000.00
 4. And that they do not have the systems in place to prevent errors this adds another \$1000.00. So if you go this route it is now \$15,000.00 total across the three reports total, From the Debt Collectors violations and the Creditors violations, again times the amount of months they continue to report. So the next month and they have not fixed the report violations now total \$30,000.00 etc.

Exert form FCRA:

§ 623. Responsibilities of furnishers of information to consumer reporting agencies
[15 U.S.C. § 1681s-2]

(1) *Guidelines.* The Federal banking agencies, the National Credit Union Administration, and the Commission shall, with respect to the entities that are subject to their respective enforcement authority under section 621, and in coordination as described in paragraph (2)--

(A) establish and maintain guidelines for use by each person that furnishes information to a consumer reporting agency regarding the accuracy and integrity of the information relating to consumers that such entities furnish to consumer reporting agencies, and update such guidelines as often as necessary; and

(B) prescribe regulations requiring each person that furnishes information to a consumer reporting agency to establish reasonable policies and procedures for implementing the guidelines established pursuant to subparagraph (A).

(2) *Coordination.* Each agency required to prescribe regulations under paragraph (1) shall consult and coordinate with each other such agency so that, to the extent possible, the regulations prescribed by each such entity are consistent and comparable with the regulations prescribed by each other such agency.

(3) *Criteria.* In developing the guidelines required by paragraph (1)(A), the agencies described in paragraph (1) shall--

(A) identify patterns, practices, and specific forms of activity that can compromise the accuracy and integrity of information furnished to consumer reporting agencies;

(B) review the methods (including technological means) used to furnish information relating to consumers to consumer reporting agencies;

(C) determine whether persons that furnish information to consumer reporting agencies maintain and enforce policies to assure the accuracy and integrity of information furnished to consumer reporting agencies; and

(D) examine the policies and processes that persons that furnish information to consumer reporting agencies employ to conduct reinvestigations and correct inaccurate information relating to consumers that has been furnished to consumer reporting agencies.

As you can see the violations are building quickly and it even gets better. You see they update these reports monthly with the bureaus and every time they update it's another violation. So if you wait a month or two the violations will double in the second month, triple in the third month etc. You can generally see the updates by the interest and late charges they add to your credit report. Even if they do not add late charges and interest, they still report this info electronically monthly every month to the bureaus.

That's why it is very important to have access to your report during these actions. Print out and keep copies of these reports to prove they have not marked them in dispute and that they are reporting erroneous and inaccurate info.

MAKE SURE YOU KEEP ALL YOUR DOCUMENTS IN A SAFE PLACE YOU MUST HAVE A PAPER TRAIL IN ORDER TO PROVE YOUR CASE.

Documents you need to file to start an action.

You may be lucky enough to have a ProSe' office attached to the local Fed District Court within your district. If so you can go there it is in the same area as the clerk of the court. They can provide you with the documents and advise you how to file them (they will NOT provide Legal advice).

If you do not, here is what you will need and generally you can go to the local Fed District court website and download all the documents you will need. Here's the site for Alabama as a reference. Please check your local Fed District court for the way to layout your complaint. Each district is a little different, some want each line numbered some want paragraphs and numbered. Just so you know I have never seen a case kicked out because paragraphs were not laid out or line numbers not used. You may get a notice from the court to fix the doc or the next time you submit to follow the lay out as shown on their web site.

<http://www.alnd.uscourts.gov/> Click on court info and then on forms and you will see all the forms you need to file. I have also included them below and also instructions on how to fill them out. But first read the suit below and you will understand why we are taking them to court.

Note: You can file against a Debt Collector and Name the Creditor as the Co-Defendant. Or just go after the Creditor if no Debt Collector involved. Or you can sue them under separate complaints. You're Call on this!!!

- Preparing the suit: Note I have left line numbers off as your district may require a different layout such as paragraph numbering.

**IN THE UNITED STATES DISTRICT COURT
FOR (your court location)**

MICHAEL J. MIRRAS,
Plaintiff, *ProSe'*

v.

Defendant,

§
§
§
§
§
§
§

CIVIL ACTION NO.
TRAIL BY JURY DEMANDED

PLAINTIFFS' STATEMENT OF CLAIM

COMES NOW the Plaintiff, Michael J. Mirras.

At all times the Plaintiff is a resident of (enter your county) County State of (enter your state)

Plaintiff respectfully submits Plaintiffs Statement of Claim.

The Defendant (DEFENDANTS NAME) PO Box 17054, Wilmington, DE. 19884 is a credit lender and as such governed under the law by The Fair Credit Reporting Act 15 USC §1681, *et seq.*

and also reports these accounts to the national credit reporting agencies i.e. Trans Union,

Equifax and Trans Union, Experian and Innovis all national credit reporting agencies.

The State of XXX abides by and adheres to these laws. Thus establishing the jurisdiction of this honorable court. Specifically the Fair Credit Reporting Act § 618 15 USC §1681p, *et seq.*

The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant.

Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged account is not in question here. But the fact as to how it was or was not verified and wrongful actions of the Defendant in inserting erroneous and inaccurate information and failure to indicate the account is in dispute in the Plaintiffs credit reports, violated the civil rights of the Plaintiff and the law as outlined in The Fair Credit Reporting Act 15 USC §1681, *et seq.*

The Plaintiff requested a copy of his Credit Report from Experian/Equifax and Trans Union on June 28, 2004 and again in December 2005 and July 2006. The Plaintiff was alerted to this through his credit monitoring service Privacy Guard who also records these transactions.

Upon inspection of the said report the Plaintiff observed that (DEFENDANTS NAME) was listed on the Plaintiffs Experian and Equifax and Trans Union credit report. Indicating a debt/account due to (put in the issue) (DEFENDANTS NAME). (DEFENDANTS NAME) has never contacted the Plaintiff at any time prior to today's date with any allegations of any alleged debt/account.

The Plaintiff has not now or ever had any business affiliation or relationship with (DEFENDANTS NAME) has never applied for any type of mortgage, loan, credit card or insurance or employment reasons with the Defendant.

The Plaintiff contacted the Defendant by U.S. Postal Service Certified Mail Return Receipt on June 28, 2006 which the Defendant received on July 10th 2006 asking for proof of this alleged account. The Plaintiff had contacted the Defendant by US mail on several other occasions prior to this and had never received an answer from the Defendant and has attempted to have an explanation from the Defendant without any response for over two years. After not receiving any answer from the Defendant, the Plaintiff contacted the Defendant on July 10th 2006 with a final notice of Pending Lawsuit in an attempt to settle this situation amicably to try and get a response from the Defendant prior to filing this complaint.

The Defendant received this letter on July 10th 2006 via certified US Mail. The Defendant has never responded to the Plaintiff.

The Plaintiff has tried every way possible to resolve these issues but has never received an answer from (DEFENDANTS NAME), forcing the Plaintiff to seek Justice and for the court to intervene in this matter.

The derogatory erroneous and inaccurate information still remains on the Plaintiff's Credit report to date.

The Plaintiff has requested confirmation/disputed this alleged account with Experian and Equifax and Trans Union on several occasions and Experian and Equifax and Trans Union have confirmed that they are reporting it correctly as advised to Experian and Equifax and Trans Union by (Defendant).

The Defendant must also inform notice of dispute to the Major Credit Reporting agencies that the alleged account is in dispute, which the Defendant has not done. The Defendant has continued reporting erroneous and inaccurate information by updating the Plaintiffs credit report for more than two years even after informing the Defendant of this and asking for proof of any account and has done so to-date. The Defendant is in violation the Fair Credit Reporting Act [15 U.S.C. § 1681s-2], *et seq.* As follows:

- A. Failure to inform the National Credit Reporting Agencies that the alleged account is in dispute and failing to do so for over two years.
- B. Continually updating the Plaintiff's credit report for over two years with this erroneous and inaccurate information.

Plaintiff re-alleges the allegations set forth in paragraphs 1 through 50

COUNT I through XXIV

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies [15 U.S.C. § 1681s-2]:

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(2) Duty to correct and update information. A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [§ 1681i];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph

(1) regarding information provided by the person to a consumer reporting agency, before the expiration of

the period under section 611(a)(1) [§ 1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

The information from (DEFENDANTS NAME) on the Experian/Equifax and Trans Union credit report of Plaintiff does not reflect that the information is disputed by the consumer.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 U.S.C. § 1681n], (a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000, (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff demands Judgment in the amount of \$24,000.00 for each month the Defendant violated the act by updating the Plaintiffs credit reports with inaccurate and erroneous information.

Plaintiff re-alleges the allegations set forth in paragraphs 51 through 103.

COUNT XXV through XLVIII

VIOLATION OF THE FAIR CREDIT REPORTING ACT

According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies [15 U.S.C. § 1681s-2]:

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(2) Duty to correct and update information. A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [§ 1681i];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611(a)(1) [§ 1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

Plaintiff demands Judgment in the amount of \$24,000.00 for each month the Defendant has failed to report the alleged account in dispute.

Plaintiff re-alleges the allegations set forth in paragraphs 104 through 147.

Plaintiff has notified defendant (DEFENDANTS NAME) multiple times by certified mail that the Plaintiff disputes the inaccurate information.

Defendant (DEFENDANTS NAME) continues to report the alleged debt on the Experian and Equifax and Trans Union credit report of Plaintiff to date.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 U.S.C. § 1681n], (a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000, (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff has a negative Experian credit score of 621 as of this date and has been denied credit at reasonable rates because of the willful noncompliance actions erroneous and inaccurate reporting and/or inaction's of the defendants.

According to the Fair Credit Reporting Act, 617. Civil liability for negligent noncompliance [15 U.S.C. § 1681o]

(a) In general. Any person who is negligent in failing to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of

(1) any actual damages sustained by the consumer as a result of the failure;

(2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff has a negative Experian credit score of 621 as of this date and has been denied credit at reasonable rates because of the negligent noncompliance actions and/or inaction's of the defendant.

Plaintiff has suffered injury in the form of Defamation of character.

Plaintiff re-alleges the allegations set forth in paragraphs 104 through 172.

WHEREFORE, the Defendant has violated the Fair Credit Reporting Act, Plaintiff demands judgment in the amount of \$50,000.00 for their violations of the FCRA, plus all costs of this action along with punitive damages in the amount of \$150,000.00 or as the court may allow along with Private Attorney

General fees of \$3000.00 as prescribed by law *Graziano v. Harrison, 950 F.2d 107, 113 (3d Cir. 1991), 15 U.S.C. sec. 1692k(a)(3), (see Zagorski v. Midwest Billing Services, Inc., F.3d--- (1997 WL 695401, 7th Cir.) or 128 F. 3d 1164 (7th Cir., 1997) .*

STATEMENT UPON WHICH RELIEF CAN BE GRANTED

1. A settlement agreement between the Plaintiff and the Defendant that the Defendant shall remove any derogatory information and inquires from all four major credit-reporting agencies Trans Union, Equifax, Experian and Innovis and any other known credit reporting agencies (defendants name) has used now or may use in the future.
2. Defendant must also provide a letter and or Universal Data Form indicating that they have done this and send same to the Plaintiff.
3. The Defendant will be barred now or in the future from selling or transferring of the alleged account to any other lender, collection agency or attorney or entity and also barred now and in the future from re-entering this information into the Plaintiffs credit reports.
4. The Defendant must cease and desist any further collection activities if applicable against the Plaintiff and the Defendant may not sell or transfer the alleged account to any other Collection Agency or Attorney or entity now or in the future.

5. Payment of \$50,000.00 for their violations
6. Private Attorney General fees must be paid to the Plaintiff
7. Damages as allowed by the Court.

Respectfully submitted this 6th day of August xxxx.

Your signature Plaintiff ProSe'

Address, phone and e-mail address

CERIFICATE OF SERVICE

I hereby certify that a copy of the forgoing complaint You vs. (name Creditor) Was mailed by US certified mail #7003050000015663xxxx by the clerk of the court/delivered to name of defendant at the following address, PO Box 17054, Wilmington, DE. 19884
On August 10th xxxx

Your signature Plaintiff ProSe'

Address, phone and e-mail address

NOTICE OF PENDING LAWSUIT

You will have until May 23rd 2007 to respond to this. (Or I am giving you 10 days to respond from date of receipt) and will entertain your settlement agreement.

Barring lack of response from you in this matter we will proceed to the Federal Courts to resolve.

Don't make the mistake of ignoring this. Cure or be sued!

Signature, Plaintiff ProSe'

Add your contact info and e-mail

- Ok send the complaint and cover sheet above to the Creditor certified RR mail and wait for a response. Place the Notice of Pending Suit on top of the complaint. If they do not respond, time to file! Always try to be the “nice guy” in this stuff; it will gain you some points with the court as you tried to resolve before coming into the court for relief.

Next: The Civil Complaint Cover Sheet: Place on top of your complaint.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number)</p>	<p>DEFENDANTS</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p style="text-align: center;">NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
--	--

<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <p>(For Diversity Cases Only)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Citizen of This State</td> <td style="width: 5%;"><input type="checkbox"/> 1</td> <td style="width: 5%;"><input type="checkbox"/> 1</td> <td style="width: 45%;">Incorporated or Principal Place of Business in This State</td> <td style="width: 5%;"><input type="checkbox"/> 4</td> <td style="width: 5%;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES					
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p>PERSONAL INJURY - Med. Malpractice</p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<p>LABOR</p> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 861 HIA (1395E) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

On the above form fill out as follows:
Filling in the above form.

- I. Is self explanatory Plaintiff/Defendant Info
 - II. Check 3 Federal Question (After all it is Fed Laws they broke)
 - III. Nothing does not apply
 - IV. Nature of Suit number 440 to be checked. Yes that's right this is a Civil Rights issue by violating these Fed Laws they have violated your civil rights.
 - V. Check original proceeding.
 - VI. Cause of action "Violation of the Fair Credit Reporting Act ". Give a brief description, they failed to mark the account in dispute they were reporting erroneous and inaccurate info etc. etc.
 - VII. You will check Jury demanded every time.
- All others boxes do not apply so leave blank
Sign your name under attorney of record with *ProSe*' after your name and date it.

That's it!!

You will make three copies of your complaint for the court/clerk to stamp

- 1 Copy to be filed with the court
- 1 Copy for the Defendant (to be served by mail or process server)
- 1 Copy for you

The clerk will stamp all three.

- The clerk of the court should give you a document (if not ask) to choose whether you want a Magistrate Judge or District Judge to hear the case. You will always choose a **District Court Judge.**

If you are in a District where the Summons or Complaint cannot be severed by mail here is the basic procedure:

In some courts you must first serve the complaint and once you have proven it has been served you then return to the clerk for stamping. Check your local rules or ask the clerk they will instruct you.

Serving the Complaint: By the clerk of the court via US Mail.

Again each court is different some will allow a Certified Mail serving. You will prepare an envelope for the clerk with the clerk's office address as the return address on the envelope and the green certified mail card with the clerks address on it.

Prepare an envelope, do not seal the envelope go to the Post Office tell them these are to be served by the clerk of the court and you need postage to ship it, they know about this stuff. Also make sure you stick one copy of the complaint in the envelope for the right weight. Generally the cost for this is under \$6.00. Do not seal the envelope take it with you to the clerk and after the clerk has stamped your copies give one to the clerk and they will put it into the envelope you have provided that has the stamps on it from USPS so the clerk in this district will serve the Summons and Complaint. The Clerk will take care of the summons. (The summons will be inserted into the envelope by the clerk of the court)

In some Districts you may have to hire a Processes Server to serve the complaint I find the cost of this to be around \$65.00. You would look for the area the Defendant resides in and do a Google for process servers in that area. Once you contact one they generally will accept payment via credit or debit card and you can even scan in the documents and e-mail to them. Worse case is you will have to mail to them along with a check. Once they have served the Defendant they will send you an affidavit of service (located on the back of the summons, see doc below) which you would return to the Clerk of the court. Once you present to the clerk, they then have proof of the service and will stamp your Documents with date and case number. The cost to file in Fed Court is currently \$350.00. See page 25.

Here's the form for the clerk to serve the Summons and Complaint if allowed by mail:
Next: The Summons and your Complaint is attached to this.

UNITED STATES DISTRICT COURT
for the

_____)	
<i>Plaintiff</i>)	
v.)	Civil Action No.
_____)	
<i>Defendant</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Next: The Summons back side of the above document:

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

So now you say “oh my God, I can’t afford all this” Well the good news is you may not have to pay for this if you can show the court you cannot afford it and here is the form for that it’s called:

In Forma Pauperis see on the next page total of four pages.

Oh and so you know you do not have to serve the Defendant in this case the **US Marshals** will serve the Defendant. Once approved the clerk will handle it i.e. the service and provide you with a copy.

You would submit this form with your complaint and the court will let you know of their decision to move ahead. Usually pretty fast one or two business days.

Next: Filling in the *In Forma Pauperis* (you do not have the income to pay court costs) forms.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF

Plaintiff(s),

v.

No.

Defendant(s),

**MOTION TO PROCEED IN FORMA PAUPERIS WITH
FINANCIAL AFFIDAVIT PURSUANT TO 28 U.S.C. § 1915**

I, _____, make under oath the following statement regarding my financial, residential, marital and employment status, and since I am unable to prepay fees and costs in the above-entitled cause, make application to proceed as a pauper in accordance with 28 U.S.C. § 1915:

A. **BACKGROUND AND RESIDENCE**

1. Full Name: _____
2. Age: _____ Sex _____
3. Present address: _____
4. How long at this address: _____ Phone No: _____
5. Married? _____ Single? _____ Divorced? _____ Separated? _____
6. Number of dependents: _____
7. Ages of children living with you: _____
8. List of relationship of other dependents living with you:

9. List any dependents in items 7 and 8 depending on you for support:

B. EMPLOYMENT AND INCOME

1. Are you now employed? _____ Are you self-employed? _____
2. Name and address of employer: _____

3. Position: _____ Salary per month: \$ _____
4. If self-employed, nature of business: _____
5. Income previous month from self-employment: _____
6. If unemployed, how long since last job or self-employment: _____
7. Any other income such as disability pay, workmen's compensation, social security, pension, interests, note and loan repayments, dividends, trust funds, unemployment compensation? _____
8. If so, indicate source and amount per month: \$ _____
9. Total monthly net income: \$ _____

C. ASSETS

1. Do you own any real estate? Yes _____ No _____
 - a. Description _____
 - b. Location _____
 - c. Estimated present value: \$ _____
 - d. Estimated outstanding mortgages or contracts on property: \$ _____
 - e. Payments per month: \$ _____
2. Do you own any automobiles?
 - a. Make _____ Model _____ Year _____
 - b. Present value: \$ _____ Total amount owed \$ _____
 - c. Monthly payments: \$ _____

- 3. Do you have any stocks or bonds? Yes _____ No _____
 - a. Describe: _____
 - b. Present value: \$ _____
- 4. Do you have any cash in bank? Yes _____ No _____
 - a. Amount: \$ _____
- 5. Do you have any cash in savings and loan associations?
Yes _____ No _____
- 6. Do you have any other assets not listed above excluding household furnishings and clothing? Yes _____ No _____
 - a. If so describe and give value: _____

D. DEBTS AND OTHER OBLIGATIONS

- 1. Rent \$ _____ per month
- 2. Utilities \$ _____ per month
- 3. Creditors:

<u>List</u>	<u>Total Due</u>	<u>Monthly Payment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Total Monthly Payments: \$ _____

Signature of Applicant/Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____,
200__.

Notary Public

My Commission Expires:

What now?? The Defendant has been served.

What's next? Well if they the Defendant defaults by not answering generally in 20 days and the court sign's the default judgment? Well you will pretty much own these guys you would be able to seize their bank account office furniture company vehicles etc to satisfy the amount of the judgment and file the default with Dunn and Bradstreet who is the credit reporting companies for businesses.

I cannot overstress how powerful this stuff is.

Now I know you are saying "Oh God I have never been in a courtroom before I really don't want to go there".

Well here's some facts for you of the six times I was in Fed Court I only appeared before the judge one time and that was because the Defendant was dragging their feet on the settlement agreement, The judge raised hell with them as I stood there and watched took all of about twenty minutes. That was it. I have helped many people across the country do this stuff and not one has gone to trial!!!! I have had three way conversations with the Fed judge when the Defendants clients would not talk to their attorney I can assure you that after that conversation the Defendant settled in less than a week. For the most part the closest you will get to that courtroom is when you file your complaint with the court clerk. Here are some of the reasons they will settle fairly quickly with you.

- The cost of attorneys fees as verses what they are trying to collect. If the Debt collector or creditor is out of town they must hire an attorney to represent them in the Fed court in your district where you have filed. So as an example they are trying to collect \$4000.00 Well the attorney has to prepare an answer to the complaint lets bill the creditor debt collector for 10 hours work say their rate is \$400.00/hr. ok let's see that's \$4000.00 oh and if the lawyer has to go into that courtroom their rate will generally double ok \$800.00/hr and if we go to rule 26f meeting to prepare for trial oh gee another 10 hours \$4000.00 and then if we go into that courtroom for a two day trial each day being say 6 hours a day at \$800.00/hr and then if we lose at the trial we have to pay this guy \$9000.00 in violations and \$50,000.00 in damages let's see we are trying to collect or recover \$4000.00 on a bad debt. Something doesn't make sense. Do you get the picture????
- They know they broke the law and want to settle quickly in order to avoid the above scenario.
- Sometime they will put up a fight however it is mostly done via telephone and e-mail between you and the Defendants Lawyer.
- I've had them contact me to settle before an answer was due to the court after being served with the complaint. They are required by the rules of civil procedure to respond to the complaint within 20 days. (Check with the clerk to verify time to respond)
- If you have actually filed a complaint in Fed Court. What happens if they do not respond to the complaint within 20 days (you must not count weekends and holidays) as required under the rules of civil procedure?? You should be so lucky! Motion for Default Judgment.

Default Judgment info:

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

Michael J. Mirras

Plaintiff

Vs.

Case No.: CV-06-C-1579-S

Defendant

Motion for Default Judgment

Comes now the Plaintiff Michael J. Mirras:

The Plaintiff motions the court for default judgment as outlined in the Federal Rules of Procedure 4 & 55.

The clerk of the court served upon the Defendant (company name) the Summons and Complaint for this action on or about the 28th Day of August 2006 and the Defendant signed the US mail receipt and it was returned to the clerk.

According to the record the Defendant was due to respond on September 18th 2006. The Defendant has 20 days to respond and the defendant has failed to do so as required by the summons and complaint outlined in Rule 4. The Defendant has not been represented and has not responded to the complaint.

The Plaintiff has attached an affidavit of competency as required by the Rules of Procedure.

The plaintiff motions the court to issue a default judgment in favor of the Plaintiff in the amount of. \$98,355.12. As outlined in the complaint.

Respectfully submitted this 19th Day of September 2006.

Michael J. Mirras
your address and contact info

CERIFICATE OF SERVICE

I hereby certify that a copy of the forgoing Motion for Default Judgment, Mirras vs. Defendant
Was mailed by Certified US mail # to Defendant at the following address, PO Box 17054, Wilmington, DE.
19884
On September 19th 2006

Michael J. Mirras, Plaintiff
Your address and contact info

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

Michael J. Mirras
Plaintiff
Vs.
Defendant

Case No.: CV-06-C-1579-S

Affidavit of Competency

Comes now the Plaintiff Michael J. Mirras:

The Defendant is a corporation and not a minor, child or incompetent individual. The clerk of the court served on the Defendant MBNA at their place of business the Summons and Complaint on or about August 29th 2006

and was executed and returned to the clerk via US Certified mail with a response date due to the court of September 18th 2006.

Plaintiff hereby certifies that the Defendant is competent and has not responded to the court or the Plaintiff in this case by the due date outlined in the summons and complaint and not complied with the date of response as outlined in the summons and Rule 4 of Federal Rules of Procedure.

Sworn to under penalty of perjury this 18th day of September 2006

Michael J. Mirras, Plaintiff

Your contact info

Subscribed and sworn before me a Notary Public, of the State of _____, County of _____, this _____ day of _____, 20____, that the above person did appear before me and was identified to be the person executing this document.

Notary Public

My Commission expires on: _____

CERIFICATE OF SERVICE

I hereby certify that a copy of the forgoing Affidavit of Competency, Mirras vs. MBNA
Was mailed by US mail to MBNA at the following address, PO Box 17054, Wilmington, DE. 19884
On September 18th 2006

Michael J. Mirras, Plaintiff
Your contact info

Order for the Judge to sign:

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

Michael J. Mirras

Plaintiff

Vs.

Defendant

Case No.: CV-06-C-1579-S

Order of Default Judgment

The Defendant has failed to respond to the court and this complaint. The Defendant is in default as outlined in the Federal Rules of Civil procedure number 4. As such the court finds for the Plaintiff in this matter for the amount of \$98,000.00 plus court costs of \$355.12.

Ordered and done this day of September 2006.

Judge of the District Court

However what do you do if they respond and deny all the allegations in the complaint??

Time to prepare for trial:

If the judge moves the case to rule 26f (this is also known as Discovery) or orders a conference hearing you will be preparing for trial. The attorney for the Defendant will make an appearance in the response to the complaint and this is who you will contact from now on. The Court/Judge will order you, both parties to prepare a "meeting plan" and here is what one looks like.

Rule 26f parties planning meeting.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF

MICHAEL J. MIRRAS,

Plaintiff,

v.

Defendant.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO.
CV 06 1577 S

REPORT OF PARTIES PLANNING MEETING

1. Pursuant to Fed. R. Civ. P. 26(f) and Local Rule 26.1, a meeting was held with the following persons present:

Michael J. Mirras, pro se

William H., Esq. for DefendantBank

2. Pre Discovery Disclosures. The parties have agreed to exchange the information required under Fed. R. Civ. P. 26(a)(1) by November 15, 2006.

3. Discovery Plan. The parties jointly propose to the Court the following discovery plan:

Discovery will be needed on the following subjects:

The allegations in plaintiff's complaint;

The defenses set forth in Defendants answer.

All fact discovery commenced in time to be completed by May 1, 2007, unless otherwise extended by all parties in writing.

Maximum of forty (40) interrogatories and thirty (30) request for admissions by each party to any other party, with responses due thirty (30) days after service.

A maximum of forty (40) request for production by each party to any other party; with responses due thirty (30) days after service.

A maximum of six (6) depositions to be taken by plaintiff and six(6) depositions to be taken by Washington Mutual, excluding expert depositions.

Disclosure of complete Rule 26(a)(2) information on experts due:

from plaintiff by February 1, 2007 with such expert(s) depositions to be taken on later than March 1, 2007.

from Defendant by March 15, 2007 with such expert(s) depositions to be taken no later than April 15, 2007.

Supplementations under Rule 26(c) due on a continuing basis.

4. Other Items.

The parties do not request a conference with the Court before entry of the scheduling order.

Plaintiff should be allowed until December 1, 2006 to join additional parties and until January 1, 2007 to amend the pleadings.

Defendant should be allowed until December 1, 2006 to join additional parties and until January 1, 2007 to amend the pleadings.

All potentially dispositive motions should be filed by May 15, 2007.

The parties request a final pretrial conference fourteen (14) days before trial.

Settlement may be enhanced by use of the following alternative dispute resolution procedure: mediation.

Final lists of witnesses and exhibits under Rule 26(a)(3) should be due twenty-one (21) days before trial.

Parties should have seven (7) days after service of final lists of witnesses and exhibits to list objections under Rule 26(a)(3).

The case should be ready for trial on or after July 1, 2007 and at this time is expected to take approximately two (2) days.

Attorney for Defendant Mutual Bank and you will also sign

Generally the Attorney for the Defendant will prepare and you will review it via e-mail until both parties are satisfied.

You have seen the previous meeting plan and I will expand on it here. Generally the court will set a time to complete the 26f meeting plan and this is usually 45 days. As you saw in the meeting plan document there are "things" that must be done within those 45 days. Actually the meeting plan takes all of about 30 minutes to complete and it will be between you and the Defendants attorney. Usually handled by telephone and or e-mail. And I have found that the Defendants attorney will sometime prepare this for you if not you have the info already for you to do it and you will both review and agree that the information that is going to be presented to the court is satisfactory for both parties. You will sign-off and the attorney will sign-off and that's it pretty simple. The attorney will generally upload to PACER the documents for you as well just ask. So you do not even have to go see the clerk to file! So you have now completed this within the 45 days ordered by the court. If the Attorney will not up-load for you, take it to the Court Clerk and they will do it for you free of charge as it has been ordered by the Court.

Now what?

Well as the Plaintiff in the action you will start the ball rolling by "hitting" the Defendant's attorney with interrogatories'. What are interrogatories you ask, well simply they are questions you will put to the Defendant. And each case being slightly different here is some sample questions/interrogatories. They generally have to respond to you within 20 days.

1. State the name, work and home addresses and telephone numbers, and position of the person responding hereto.

ANSWER:

2. Identify all persons known to you, who have knowledge of facts relevant to this case,

including but not limited to all persons interviewed by you, by your counsel, or by any person cooperating with you in the defense of this action, and state the subject matter of testimony, giving a brief description thereof, for each person you may call as a witness in this case. If you intend to qualify any of these witnesses as experts, please so indicate, giving their areas of expertise, their credentials as experts, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

ANSWER:

3. State the name, job title, aliases, current work and home addresses and telephone numbers, and position of each person, and identify each document referred to or consulted by you in the preparation of your Answers to these Interrogatories and your response to the Request

ANSWER:

Admissions and Denials (Next set of interrogatories)

Ok after you get your answers back from the first set of interrogatories you can ask some pretty pointed questions related to the complaint.

1.The Plaintiff sent you a certified letter which the Defendant received on such and such a date.

Admit

Deny

2.Defendant failed to respond to the above letter (ref paragraph 1) sent on such and such a date.

Admit

Deny

3.Defendant failed to mark the account in dispute in the Plaintiffs credit report.

Admit

Deny

Production of Documents:

This is self explanatory you produce your papers like the certified mailings, credit report showing the account is not marked in dispute etc. (ONLY PRODUCE DOCS IF THEY REQUEST) They will produce their papers but sometimes they won't and you will file a motion to Compel. (Again if it gets this far contact me for support)

Expert Witness:

This does not generally apply however if you wish to hire an expert witness there a quite a few out there who could testify in court to the laws these guys break and they start at about \$2500.00 per day.

Just so you know I have never had a case go this far the Interrogatories and Admissions usually bring the house down for these guys.

Finishing up:

About two weeks before the trial the judge will call a meeting to review the evidence in the case that both parties have obtained through the rule 26f info and decide what is admissible/evidence for the trial. Then you will go to jury selection and then finally the trial it's self. I believe you can now see why they never want to go to trial. The judge will review the admissions and interrogatories and once he sees they admit to the laws they broke he/she can make a summary judge on the spot without going to trial. YOU can also MOVE the court to do this by making a motion.

My recommendations:

The case will be set for trial and this could be as little as 6 months or over a year out. So you have plenty of time on your side.

If you have never done this before and need to go to rule 26f I would suggest you contact me for consultation and additional Interrogatories Admissions' etc. I have all this stuff at hand and can E-mail you with the information. But need to understand your case first so as how to instruct you on how to proceed.

Once you learn how to do this one time it is the same in all future cases' so you will become very proficient after one case and all the cases are basically the same. (Very good chance they will pay you to go away and resolve this, Hey you will get your money back and then some to cover the cost you paid for this)

Here's another example of a recent case filed in New York: against an attorney trying to collect for a utility company and in the Plaintiff's credit report.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

)	
)	
XXXXXXX)	CASE NUMBER: _____
)	
Plaintiff, Pro Se)	CIVIL RIGHTS COMPLAINT PURSUANT TO 15 USC § 1681
)	
)	
vs.)	TRIAL BY JURY DEMANDED
)	
)	
XXXXXXX P.C.,)	
)	
Defendant		

Plaintiff in the above-captioned action, allege(s) as follows:

JURISDICTION

This is a civil action seeking relief and damages to defend and protect the rights guaranteed by the Constitution of the United States. This action is brought pursuant to 15 U.S.C. § 1601 and 1681. The court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343(3) and (4) and 2201. The Defendant is a 3rd party debt collector, as such is governed under the law by The Fair Debt Collection Practices Act 15 USC Section §1601, et seq. The State of New York abides by and adheres to these laws. Thus establishing the jurisdiction of this honorable court.

PARTIES

1. Plaintiff: XXXXXX

Address: XXXXXX

2. Defendant: XXXX, P.C.

XXXXXXXXXX

FACTS/ PLAINTIFFS STATEMENT OF CLAIM

COMES NOW THE PLAINTIFF, XXXXXXXX At all times hereinafter mentioned, The Plaintiff was and still is a resident of Rensselaer County, State of New York. From here on XXXXXXXX, will be known as The Plaintiff. Plaintiff respectfully submits Plaintiffs Statement of Claim and Statement upon Which Relief Can Be Granted.

The Plaintiff denies ever having any relationship with the Defendants.

Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect and credit reporting of the alleged debt, violated the civil rights the Plaintiff and the law as outlined in the Debt Collection Practices Act, 15 USC §1601,*et seq.* and Fair Credit Reporting Act 15 USC §1681, *et seq.*

On or about April 3, 2009, the defendant contacted the plaintiff via United States Postal Service in the form of a bill. The bill had noticed the Plaintiff that there was an outstanding balance with XXXXXXXXPOWER SERVICES.

The plaintiff was unaware of any such agreement or contract with such an entity, and returned the bill to the Defendant, along with a Cease and Desist letter denying obligation of such debt. This mailing was sent

certified & Return Receipt number 700828100000991XXXX and was signed for by a representative at defendant's office on 4/22/09.

The letter notices Defendant that the validity of the purported debt was disputed, and if the Defendant failed to verify/validate such purported debt within 30 days, that the Defendant would discontinue collections, and abide by the FDCPA and the FCRA.

After the 30 day window, including holidays and mailing days, the Plaintiff, not having received a response from Defendant sent a Lawful Notice letter acknowledging that the Defendant has failed to validate/verify any purported debt, and they have thus been defaulted administratively from proceeding any further. The Lawful Notice was also sent certified & Return Receipt number 7008281000009915XXXX and was signed for by a representative at defendant's office. On 5/29/09.

The Plaintiff had then noticed that the Defendant had reported erroneous and inaccurate information in all three of the Plaintiffs major credit reports. (Trans Union, Experian and Equifax) starting in April.

Plaintiff had then contacted all three bureaus requesting that Defendant be removed for inaccuracy and false information. Plaintiff was then contacted by the Bureaus with updated and accurate credit reports, proving that Defendant failed to mark the item "disputed" in all three reports.

Plaintiff then sent another Lawful Notice to Defendant demanding removal of all erroneous and inaccurate information from all three credit reports, along with a notice of Defendant being in violation of the FCRA. The Lawful Notice was also sent certified & Return Receipt number 70083230000033681062, and was signed for by a representative at defendant's office. On 12/17/09.

.The Defendant has ignored ALL requests from the plaintiff, forcing him to this action requesting the intervention of this honorable court..

CAUSE OF ACTION - COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT

The Defendant must inform notice of dispute to the Major Credit Reporting agencies that the alleged debt is in dispute, which the Defendant has not done. The Defendant has continued reporting erroneous and inaccurate information by updating the Plaintiffs credit report for 10 months even after informing the Defendant of this and asking for proof of any account and has done so to-date.

The Defendant is in violation the Fair Credit Reporting Act [15 U.S.C. § 1681s-2], et seq. As follows:

- A. Failure to inform the National Credit Reporting Agencies that the alleged account is in dispute and failing to do so for over 8 months.
- B. Continually updating the Plaintiff's credit report for over 8 months with this erroneous and inaccurate information..

According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies [15 U.S.C. § 1681s-2]:

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(2) Duty to correct and update information. A person who

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer; and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate, shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [§ 1681i];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611(a)(1) [§ 1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

The information from the Defendant on the Trans Union/Experian/Equifax credit report of Plaintiff does not reflect that the information is disputed by the consumer.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 U.S.C. § 1681n], (a) in general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000,

(2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff demands Judgment in the amount of \$30,000.00.

\$1,000 for each month the defendant violated the act by updating the Plaintiffs credit reports with inaccurate and erroneous information. All 3 credit reports were inaccurately updated monthly = \$3,000 x 10 Months= \$30,000.

COUNT II

VIOLATION OF THE FAIR CREDIT REPORTING ACT

Plaintiff has notified defendant multiple times by certified mail that the Plaintiff disputes the inaccurate information. Defendant continues to report the alleged debt on the Trans Union, Experian and Equifax credit report of Plaintiff to date.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 U.S.C. § 1681n], (a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000,

(2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff has a negatively impacted credit score as of this date and has been denied credit and/or denied credit at reasonable rates because of the willful noncompliance and negligent actions of erroneous and inaccurate reporting and/or inaction's of the defendants.

THEREFORE Plaintiff requests judgment against Defendant for damages \$50,000.00 plus costs and fees and punitive damages as allowed by the court. Defendant has never obtained verification of the account or mailed/provided such verification to the Plaintiff.

WHEREFORE, the defendant has violated the Fair Credit Reporting Act. Plaintiff demands

Judgment in the amount of \$30,000, plus all costs of this action along with punitive damages in the amount of \$50,000. Respectfully submitted this ____ day _____ of 2010.

I declare under penalty of perjury that the foregoing is true and correct.

XXXXXXX

ADDRESS

XXXXXX@XXX.rr.com

When you win or settle this is what you will demand from the Defendant. Make sure you set a date to complete this with the Defendants attorney.

What a settlement agreement looks like:

This is what stops this stuff forever. Why because it is a contract that is enforceable in the courts and they better not breech it or you have them again.

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

RELEASE AND RECEIPT

KNOW ALL MEN BY THESE PRESENTS, that, in consideration of (a) the payment of XXX, receipt of which is hereby acknowledged, (b) an agreement by Do we cheatem and how, the true and correct name of which is Do we cheatem and how, National Association, formerly known as Do we cheatem and how to either not repurchase the obligation of the debt evidenced by that certain 7498199666xxxx, formerly 7498106348xxxx, (the "Account"), or, if Creditor does repurchase the Account, an agreement to not seek to collect on the Account and to not resell the Account and (c) the agreement of Creditor to request that the three major credit reporting agencies (Experian, Inc., f/k/a TRW, Equifax, and Trans Union and Innovis) delete the trade line in the name of Michael J. Mirras relating to the Account, and provide documentation evidencing that this request has been made, the undersigned Michael J. Mirras (the "Undersigned") does hereby release and forever discharge the Creditor and its parent, subsidiary and affiliated corporations, and each and all of them (the "Released Corporations"), and the respective officers, directors, agents, servants, employees, attorneys, shareholders, predecessors, successors and assigns of the Released Corporations, and each and all of them, of and from any claims, demands, damages, actions, causes of action and suits of every kind and nature, whether arising at common law, in equity, under state or federal statute or otherwise, which the Undersigned might have or could maintain by reason of matters or things done or suffered to be done, or omitted or suffered to be omitted, prior to the execution

hereof, whether known or unknown, including without limitation all claims which have been asserted or which could have been asserted.

The Undersigned represents and warrants that he has not assigned any claim against any person, firm or corporation stated to be released hereby to any other person, firm or corporation and that he has full authority to give this release and to dismiss the Lawsuit with prejudice.

The Undersigned acknowledges that no person, firm, or corporation has admitted liability in connection herewith, but rather that the aforesaid consideration is given in compromise and settlement of a disputed claim.

The Undersigned acknowledges that he is solely responsible for the distribution of the proceeds of the settlement and further acknowledges that the parties being released hereby have no responsibility to direct in any manner the distribution of the settlement proceeds.

The Undersigned acknowledges that he has executed this release and receipt voluntarily and with the opportunity to seek advice of counsel chosen by him.

Executed this _____ day of _____, 2007.

Michael J. Mirras

STATE OF Alabama)

_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael J. Mirras, whose name is signed to the foregoing release and receipt and who is known to me, acknowledged before me on this day that, being informed of the contents of same, he executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 2007.

Notary Public

[Notarial Seal] My Commission Expires: _____

Approved by:

By: Ronald H. Jr.

As Attorney for Do we cheatem and how

One more Note: Always verify that the attorney who represents the Defendant is admitted to practice law in the Fed Courts. That's right they need to be admitted just because they are an attorney does not mean they can practice in Fed Court so check them out in PACER or ask the clerk of the court for proof. And in some states when you sue an attorney they cannot represent themselves in court so need to get one of their buddies to do it for them.

Closing:

And as a point of interest why not make them remove the judgment against you in the lower court!!! Wow yeah it's either that or we move ahead into the Fed court with this, make it part of the settlement agreement. I have one person who I coached do this, not only did the debt collector/creditor comply with all his requests and also removed the judgment from the lower court they paid him \$4000.00 to go away..

This stuff costs them tons of money to defend on and it is just easier for them to settle with you then continuing to throw good money after bad.

Summation/recap:

- Pull your credit report and set up account to monitor it.
- Send letter of dispute CMRR to creditor/debt collector who is in your credit report.
- Verify on USPS site receipt of dispute letter to creditor, debt collector.
- Send dispute letter to the bureaus disputing the accounts you sent to the above creditor, debt collector.
- See if they mark your account in dispute the creditor that is.
- Send notice of Law Suit to creditor, debt collector.
- Wait for response
- No responses file in Fed Court.

The purpose of the dispute to the bureau is so when they the Creditor or debt collector go to court they will say as a defense "oh we told the bureau to mark the account in dispute but they did not follow our instructions" and now you can show them you disputed with the bureau at the same time they the creditor was suppose to be marking the account in dispute and the bureau has verified that they are reporting it correctly----so who's lying??

Thank you for buying the disc/download and I wish you the best of luck in beating these guys and obtaining some peace of mind.

I can be reached at michaelmirras@yahoo.com or michaelmirras@hotmail.com

Thanks again,

Mike