

State of [\*\*\*\*\*] )  
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 ) **AFFIDAVIT OF [JOHN DOE]**  
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 County of [\*\*\*\*\*] )  
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 ) **AFFIDAVIT OF DEFAULT**  
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**AFFIDAVIT OF DEFAULT**

**Introductory Certification**

JOHN DOE©, the Undersigned Affiant, hereinafter “Affiant,” does hereby solemnly swear, declare, and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct and complete in accordance with Affiant’s best firsthand knowledge and understanding, and if called upon to testify as a witness Affiant shall so state.

**Plain Statement of Facts**

4. On or about [03\3\2005] Affiant received Presentment, \$2,937.93 dated {03\03\2005} from [Kalamazoo Asset Mgmt Enterprises], (hereinafter referred to as “Debt Collector”) included herein by reference #000-00-0000
5. In Response to the above cited presentment, Affiant, as respondent, sent, by Registered Article Number RR 70022410000294646000 US, Notice of Reservation of Right to Initiate a Counterclaim and File against Bond and Debt Collector Disclosure Statement, properly addressed to: [Kalamazoo Asset Mgmt Enterprises P.O.BOX 723744 ATLANTA GA 31137].
6. Affiant noticed Debt Collector that Affiant was not refusing to pay the alleged debt implied, but, claims the alleged debt is not valid, disputes the alleged debt, does not take issue with the amount of the alleged debt claimed and that upon receipt of Notice Debt Collector must cease all collection activity regarding the alleged

account/debt until Affiant is sent the requested certified verification as required by the *Fair Debt and Collection Practices Act*.

7. Affiant, without waiver of any defense, and for the purpose of resolving the matter in good faith.
8. Debt Collector was noticed that the offer of payment of that certain sum of money that Debt Collector alleges/asserts constitutes Affiant's debt, duty, obligation, and liability, including interest and penalties, was made dependent upon performance by Debt Collector of Conditions Precedent concerning which Affiant/Offeror is entitled by the fundamental principles of American Jurisprudence and law; namely, provision by Debt Collector of certified verification of the alleged debt, accompanied by documentary evidence establishing the factual basis for Debt Collector's right to collect the alleged debt by providing the requisite certified verification, including:
  - a) Copies of all agreements of assignment, negotiation, transfer of rights, and the like, and indicating whether Debt Collector is the current owner, assignee, holder, etc., with evidence of Affiant's consent with any such agreement if a novation;
  - b) All relative commercial instruments, contracts, and the like containing Affiant's bona fide signature (subjective theory);
  - c) Any evidence of an exchange of a benefit, as well as exchange of a detriment (implied contract);
  - d) Any evidence of any series of external acts giving the objective semblance of agreement (objective theory);
  - e) All other documentary evidence between Affiant and Debt Collector that Debt Collector relies upon in making Debt Collector's presumptive claim;
  - f) Name and address of original creditor; and
  - g) A certified copy of any judgment.
9. Affiant noticed Debt Collector that, in accordance with law as codified at 15 USC § 1692g(b): *"If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any*

*disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, of the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.”* (Underline emphasis added by Affiant.)

10. Affiant expected a response regarding Offer within a reasonable period of time of receipt of Offer, which was set at twenty-one (21) days, not counting day of service.
11. Affiant did not waive timeliness. Debt Collector made no request in writing before expiration of said twenty-one (21) day period, as described above in statement 11, requesting an extension of time which would have been considered by Affiant if any such request for extension of time had been received by Affiant.
12. Affiant noticed Debt Collector that in the event that Debt Collector did not respond regarding Offer within the prescribed time limit for response, and there had been no request for extension of time, with good cause shown therein, within said time period, then Debt Collector tacitly agrees that Debt Collector has no bona fide, lawful, verifiable claim regarding this alleged account, that Debt Collector waives any and all claims against Affiant, and that Debt Collector tacitly agrees that Debt Collector must compensate Affiant for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector regarding the alleged account.
13. Affiant noticed Debt Collector that “verification” is defined (in Black’s Law Dictionary, Sixth Edition) as follows: *“Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.”*
14. Affiant further noticed Debt Collector that any future communication received by Affiant from Debt Collector, in written as well as any other form, absent the above-cited “verification of the debt,” irrespective of the inclusion of any photocopy of any related invoice, statement, bill, summary, agreement, and the like, constitutes Debt Collector’s tacit admission, confession and agreement that Debt Collector has no lawful, bona fide, verifiable claim regarding the alleged account/debt.

15. The “Debt Collector Disclosure Statement” was included with the above cited for the purpose of ensuring that Debt Collector’s “verification of the debt” is executed in accordance with the law as codified at 15 USC § 1692(g), and was to be completed in full by Debt Collector and received by Affiant within Twenty-one (21) days of Debt Collector’s receipt of the Presentments and enclosures.
16. The Debt Collector was noticed that the “Debt Collector Disclosure Statement” is not a substitute for, nor the equivalent of, the requested certified verification of the record, i.e. *Confirmation of correctness, truth or authenticity, by affidavit, oath or deposition*” (Black’s Law Dictionary, Sixth Edition, 1990), regarding the alleged debt, and must have been completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC § 1692(g), applicable portions of *Truth in Lending* (Regulation Z), 12 CFR 226, and demands as cited in the Offer of Performance.
17. Debt Collector was noticed that Debt Collector’s failure to give Affiant full disclosure regarding the nature and cause of Debt Collector’s claim concerning the alleged debt, any false representation of the character or legal status of the alleged debt by Debt Collector, or any threat of action that cannot legally be taken, in violation of the applicable law, by Debt Collector, Affiant may initiate a counterclaim/claim against the official bond of Debt Collector, as well as the bond of any principal, agent, assignee, and the like, of Debt Collector, whose acts/omissions result in Affiant sustaining any tort injury.
18. Affiant also expressly included the “Debt Collector Disclosure Statement”, as noted above in statement No. 4, to ensure that Debt Collector clearly and conspicuously made all required disclosures in writing in accordance with applicable portions of *Truth in Lending (Regulation Z)* 12 CFR 226 and that the “Debt Collector Disclosure Statement” must be completed by Debt Collector and received by Affiant within twenty-one (21) days of Debt Collectors receipt of the Offer if Debt Collector wished Debt Collectors claim to be considered by Affiant.
19. Debt Collector was noticed that Debt Collector has a duty to prevent the alleged account from damaging Affiant in any way and that Debt Collector confesses judgment and Affiant reserves the right to (a) Initiate a counterclaim against Debt Collector; (b) File a claim against the bond of any responsible party, including Debt

Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Affiant.

### **Default**

20. Debt Collector has failed to provide Affiant full disclosure regarding the nature and cause of Debt Collector's claim concerning the hereinabove-referenced alleged debt (see statement No. 4) by failing to verify the alleged debt in accordance with applicable law.
21. Debt Collector has failed to provide Affiant full disclosure regarding the nature and cause of Debt Collector's claim concerning the hereinabove-referenced alleged debt (See statement No. 4) by failing to provide Affiant with the completed "Debt Collector's Disclosure Statement".
22. To this date, Affiant has not received any communication in writing, as requested within the 70022410000294646000 (See statement No. 5), and required by applicable law, regarding Debt Collectors allegations of debt, duty or obligation regarding the alleged account from Debt Collector, except such communication as may be in violation of the *Fair Debt Collection Practices Act*.
23. Debt Collector's failure to provide Affiant with the requisite certified verification, validating the alleged debt within the requirements of law as codified in the *Fair Debt Collection Practices Act* and the corresponding laws of each state, signifies that Debt Collector has agreed that:
  - i. Debt Collector has no lawful, bona fide, verifiable claim regarding the above referenced alleged account;
  - ii. Debt Collector waives any and all claims against Affiant; and
  - iii. Debt Collector agrees that Debt Collector will compensate Affiant for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts regarding the above referenced alleged account.
25. Debt Collectors failure to respond regarding the Offer within the prescribed time limit for response, with no request for extension of time with good cause shown therein, within said time period, signifies that Debt Collector has agreed that Debt Collector has no bona fide, lawful, verifiable claim regarding this alleged account, that Debt

Collector has waived any and all claims against Affiant and that Debt Collector agrees that Debt Collector must compensate Affiant for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector regarding the alleged account.

26. Wherefore, these facts as stated and documented herein by Affiant, declare that Debt Collector voluntarily, by, through and under the rule of "nihil dicit", admits and confesses judgment and estoppel in favor of Affiant in the above referenced matter.

Further Affiant saith naught.

JOHN DOE

Affiants Name

**NOTARY'S VERIFICATION**

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Before me, the undersigned, A Notary Public for [JOHN DOE] COOK, State of [\*\*\*\*\*], personally appeared [JOHN DOE], who proved his/her identity to my satisfaction, and acknowledged the execution of this instrument this [Sunday] 09 of [May] 2005.

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Notary

My Commission expires: