

**THIS IS A LEGAL NOTICE OF DISPUTE
DEMAND FOR VALIDATION AND PROOF OF CLAIM**

**THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES
NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

*Applicable to all successors and assigns
Silence is Acquiescence / Agreement / Dishonor*

Registered Mail #: **RE 206 941 926 US**

Notice Date: **August 11, 2020**

Claimant(s): **Dollie McDonald**

Respondent(s): **Paul M. Donofrio, Chief Financial Officer**
Hereinafter collectively **Bank of America**
Referred to as "Respondent, you, **Attn: Notice of Error & Request for Information**
your offices, you and your client, **c/o P.O. Box 942019**
your agents or assigns" **Simi Valley, CA 93094-2019**

Reference: **ALLEGED DEBTOR: DOLLIE MCDONALD**
ALLEGED DEBT TYPE: MORTGAGE LOAN
ALLEGED DEBT ACCOUNT NUMBER:

Greetings Mr. Donofrio,

On June 29, 2020, the Office of the Comptroller of the Currency (OCC) issued the new "*Unfair or Deceptive Acts or Practices and Unfair, Deceptive, or Abusive Acts or Practices*" booklet of the Comptroller's Handbook. You may be familiar with this booklet as part of the Consumer Compliance series of the Comptroller's Handbook that contains information for examiners regarding supervision of a bank's practices related to section 5 of the Federal Trade Commission Act (FTCA), which prohibits banks from engaging in unfair or deceptive acts or practices (UDAP), and sections 1031 and 1036 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which prohibit unfair, deceptive, or abusive acts or practices (UDAAP).



I am the owner of the Real Property located at North Las Vegas, Nevada 89084, which is allegedly security for a loan made to me by Argent Mortgage in the amount of \$319,560.00 on or about March 6, 2006. However, I am unaware as to which entity should have been or should now be benefiting from payments towards that purported loan. There is evidence in my possession that you may be servicing this loan (collecting payments) on behalf of a party that cannot show it is legally entitled to enforce my Promissory Note and Mortgage. As such, you may be collecting loan payments that you are not legally entitled to.

This letter is being sent in response to an online and/or offline computer-generated statement, an unsigned letter and/or email notification received by Claimant from your offices dated July 16, 2020.

Be advised that, pursuant to the above-named sections as well as 12 CFR §1024.35, 12 CFR §1024.36, 24 CFR §3500(e), and 12 USC §2605(e) of the *Real Estate Settlement Procedures Act (RESPA)*, and pursuant to 12 CFR §226.39 / §1026.39 and 15 USC §§ 1601(a), 1602(g) and §1641 of the *Truth in Lending Act (TILA)*, and pursuant to 15 USC §1692(g) or §809 of the *Fair Debt Collection Practices Act (FDCPA)*, 15 USC §§ 1692(e), 1692(f)(1), and 1692(g) or § 809 of the *Fair Debt Collection Practices Act (FDCPA)*, 15 USC § 1637 of the *Fair Credit Billing Act (FCBA)*, 15 USC § 1681 of the *Fair Credit Reporting Act (FCRA)*, 16 CFR § 433.2 of the *FTCA*, your claim is being disputed.

This letter shall serve as an official **“Validation of Debt” / “Proof of Claim Request”, “Error Resolution & Information Request” (ERIR) and “Qualified Written Request” (QWR)**.

You have demanded payment of the aforementioned alleged loan, which is “presentment” pursuant to *UCC § 3-501*. The purpose of this letter is to determine if this presentment is made by or on behalf of a person entitled to enforce an instrument.

This letter is NOT a request for “verification” or proof of my mailing address. It is my attempt to resolve these issues in a manner that is fair and equitable to all parties, yet privately.

It has come to my attention that I may not have been given full meaningful disclosure and equal protection in this consumer credit transaction, that there may not have been a true qualified “meeting of the minds”, that there may be fraud or misrepresentation on the contract and/or the contract itself may be an unconscionable contract, or other controversies may exist within the contract.

It is my understanding that *“fraud vitiates every transaction and all contracts.”*

“Any false misrepresentation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into a contract, and which is so acted upon, constitutes ‘fraud,’ and entitles party deceived to avoid contract or recover damages”.
Barnsdall Refining Corn v. Birnam Wood Oil Co., 92 F26 817

Be it known, I do not want to be a party to a fraudulent and/or unlawful contract.

As I would like to resolve this matter as quickly as possible, I am initiating this private administrative remedy to determine such matters and I agree to continue making payments predicated upon your **VALIDATION OF DEBT** and **PROOF OF CLAIM**.

Based on the foregoing discovery, it is Claimant’s belief that the most recent statement of account may contain a billing error in the amount of \$164,258.30.

If Respondent believes the most recent statement of account is true and correct, please **provide documentary evidence of my indebtedness** pursuant to *15 USC § 1666*.

If Respondent alleges that it is the original “creditor” of this alleged loan, the necessary **“PROOFS OF CLAIM”** is set out below, to wit:

1. **PROOF OF CLAIM** that **BANK OF AMERICA** is a “creditor” following Generally Accepted Accounting Principles (GAAP) whereby true double-entry book-accounting was performed in issuing the alleged loan, showing a debit against the bank’s assets as a result of the acquisition of our alleged loan.
2. **PROOF OF CLAIM** that **BANK OF AMERICA** lent its money to purchase the loan agreement from the Claimant, as alleged borrower.
3. **PROOF OF CLAIM** that **BANK OF AMERICA** did not lend its “credit” and that the Claimant is **ONLY OBLIGATED TO** pay back something other than “like kind,” i.e. debt instruments.
4. **PROOF OF CLAIM** that Claimant did not provide any money, money equivalent, credit, funds, capital or thing of value that **BANK OF AMERICA**, a bank or financial institution used to give value to a check or similar instrument.
5. **PROOF OF CLAIM** that **BANK OF AMERICA** did not accept any money, money equivalent, credit, funds, capital or thing of value from Claimant in the loan transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan.

6. **PROOF OF CLAIM** that BANK OF AMERICA by and through its employees and agents did not commit **FRAUD** on the contract in respect to the alleged account and written loan agreement referenced above in any capacity.
7. **PROOF OF CLAIM** that BANK OF AMERICA gave **FULL DISCLOSURE** of all material facts and to all matters dealing with said contract to Claimant in the written loan agreement.
8. **PROOF OF CLAIM** that Claimant had a “**MEETING OF THE MINDS**” with BANK OF AMERICA pursuant to the written loan agreement in respect to full disclosure and that said contract contained or contains no elements of fraud by BANK OF AMERICA.
9. **PROOF OF CLAIM** that BANK OF AMERICA gave lawful **CONSIDERATION** to the Claimant in the written loan agreement.
10. **PROOF OF CLAIM** that BANK OF AMERICA did not securitize my promissory note and unjustly enriched themselves.
11. **PROOF OF CLAIM** that BANK OF AMERICA by and through its employees and agents knew or did not know, that this transaction was beyond the scope of its Charter and that BANK OF AMERICA did not intend to bind Claimant to an unconscionable contract.

Any payment deducted after receipt of this dispute by your offices constitutes criminal conversion and grand theft. Any receipt of a summons to appear in court from Respondent during the course of this dispute constitutes a violation of *15 USC § 1692(g)(b)* if you have not validated the debt within the initial thirty-day period. **Spears v. Brennan**, 745 N.E.2d 862 (Ind. App. 2001)

Additionally, please provide a complete and detailed “Life of Loan” Accounting of all monthly payments made by Claimant, from the origination of the alleged loan to present. The Life of Loan Accounting for the aforementioned alleged loan must include: (a) the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect, such as FR 2046 balance sheet (OMB #'s 2046, 2049, 2099), 1099 OID report, S-3/A registration statement, 424-B5 prospectus, RC-S & RC-B call schedules (b) a detailed accounting of all payments demanded and received to date on this account in an easy-to-read and understandable format including the amounts applied to principal, interest, and to other charges; (c) an accounting for all fees, including late-fees and other charges incurred and/or paid to date, if any, in an easy-to-read and understandable format; and (d) the front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for

payment of any monthly payment, other payment, fee or expense on this account. Please ensure that this information covers the entire life of the loan.

It is not now, nor has it ever been, my intention to avoid paying any obligation that is lawfully and legally owed. Claimant is simply seeking to **VERIFY** the true nature of this alleged obligation.

Black Law's Dictionary (6th Edition) defines "VERIFICATION" as "Confirmation of correctness, truth, or authenticity by affidavit, oath or deposition. Affidavit of truth of matter and object of verification is to assure good faith in averments or statements of party."

Therefore, this request seeks to VERIFY whether or not you are the Rightful Owner of the debt, Real Party In Interest, Person Entitled To Enforce, and Holder In Due Course of the Tangible Promissory Note associated with the subject loan.

UCC § 3-305(3)(c): Defenses and claims in recoupment "...An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument."

UCC § 3-301: " "Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a non-holder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to [UCC § 3-309 or § 3-418(d)]."

UCC § 3-302(a): " "Holder in due course" means the holder of an instrument if: (1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, ... and (vi) without notice that any party has a defense or claim in recoupment described in § 3-305(a)."

"A bank is not the holder in due course upon merely crediting the depositor's account."
Bankers Trust v. Nagler, 229 NYS 2d 142, 143

If you are NOT the Rightful Owner of the debt, Real Party In Interest, Person Entitled To Enforce, and Holder In Due Course of the Tangible Promissory Note associated with the subject loan, then we demand to know who is, pursuant to:

*15 USC § 1641(f): “(1) A servicer of a consumer obligation... shall not be treated as an assignee of such obligation for purposes of this section unless the servicer is or was the owner of the obligation. (2) A servicer of a consumer obligation... shall not be treated as the owner of the obligation for purposes of this section on the basis of an assignment of the obligation from the creditor or another assignee to the servicer solely for the administrative convenience of the servicer in servicing the obligation. **Upon written request by the obligor, the servicer shall provide the obligor, to the best knowledge of the servicer, with the name, address, and telephone number of the owner of the obligation or the master servicer of the obligation.**” (Emphasis added)*

Pursuant to UCC § 3-501(b)(2)(i) “Upon demand of the person to whom presentment is made, the person making presentment must exhibit the instrument.”

Therefore, I DEMAND to visually inspect our ORIGINAL, WET-INK-SIGNATURE TANGIBLE PROMISSORY NOTE at a mutually convenient time and location, so that we may examine the document for authenticity and verify handwriting in the event that it has been altered, forged, reproduced, or “copy-pasted” and for a judge’s inspection should there be a trial to contest these matters. This is not to be construed as an accusation. Please be advised that a COPY of said Note, an Affidavit of Loss, or any other forms, will not constitute compliance under the law, and will not be acceptable. Please contact me in writing to arrange for an appropriate time and location for inspection in North Las Vegas, Nevada.

Please identify the current location of **our ORIGINAL, WET-INK-SIGNATURE TANGIBLE PROMISSORY NOTE** with a chronological chain of custody and describe the manner in which the Note is currently stored, maintained, and protected. You are required by law to maintain good care of my legal instrument as per USC Title 18, Part 1 Chapter 101 §2071.

Failure to provide this document and information will be taken as an Administrative Default.

If the documents fail to provide all of the necessary elements of a contract then the contract was never legally executed and is void *ab initio* and no debt is owed. *See* Law of Contracts and Statute of Frauds.

At this time, Claimant will also inform Respondent that if your office submits an adverse report or report ANY inaccurate or invalidated information to any of the credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, prior to **VALIDATION OF DEBT** and **PROOF OF CLAIM** of the disputed debt, such reporting will be considered libelous and fraudulent under both federal and State laws pursuant to *15 USC § 1666a(a)*.

If any negative mark is found on ANY of Claimant's reports by your offices or the company you represent Claimant will not hesitate to bring legal action against you and/or you and your client for defamation of character and in violation of FCRA, FDCPA and Title 18 Part 1 Chapter 63 §§ 1341, 1343, 1344, 1348 and 1349.

During this **VALIDATION OF DEBT** and **PROOF OF CLAIM** period, if ANY action is taken which could be considered detrimental to ANY of Claimant's credit reports by your offices or the company you represent, said action will be considered a dishonor and cause the self-executing contract portion of this notice to be implemented.

This debt is considered to be invalid until Claimant receives proper notification and your office provides Claimant with **VALIDATION OF DEBT** and **PROOF OF CLAIM** of the disputed debt.

Failure on your part to respond to this **VALIDATION OF DEBT** and **PROOF OF CLAIM** request as stipulated, and provide, with particularity, everything in requested NOTICE, is your lawful, legal and binding agreement with and admission to the fact that all not provided information requested in this NOTICE is not existent and is fully binding upon you in any court in America, without your protest or objection or that of those who represent you.

Failure on your part to produce the required documentation within 30 days from the date of your receipt of this notice in accordance with FTC guidelines, ALL references of this account must be zeroed out and deleted and reported to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, as "PAID AS AGREED" – NOT as a closed account.

General acquiescence or non-response in this private matter by **BANK OF AMERICA** to provide **VALIDATION OF DEBT** and the above-mentioned "**PROOFS OF CLAIM**" will constitute your agreement and formal acceptance.

Moreover, Respondent's silence is also a fraud, pursuant to **U.S. v. Tweel**, 550 F.2d 297, 299 (5th Cir. 1977) (silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading). Notification of legal responsibility is "the first essential of due process of law." **Connally v. General Construction Co.**, 269 U.S. 385, 391

Therefore, you are HEREBY OFFICIALLY NOTICED that failure to acknowledge this request within five (5) business days, and/or failure to provide the identity of the Rightful Owner of the debt within ten (10) business days, and/or failure to respond to this letter within thirty (30) business days with VALIDATION OF DEBT and full PROOF OF CLAIM as requested, will be taken as an Administrative Default pursuant to the Administrative Procedures Act of 1946 and a violation of Federal Law, and you shall be held liable for damages and costs to Claimant.

Furthermore you shall cease ALL verbal communication. ALL future communication with Claimant MUST be done in writing and sent to the address noted in this letter. If your office attempts ANY telephone communication with Claimant on my home phone, my mobile phone or my place of employment, it will be considered harassment and Claimant will not hesitate to bring legal action against you and/or you and your client.

I hereby invoke all the protection guaranteed me under all Titles, Codes, Statues and/or laws, the Nevada Constitution, the Constitution for these united States.

COUNTER CLAIM WITH SELF-EXECUTING CONTRACT

If RESPONDENT, such as by commission, omission or otherwise:

- a. Fails to provide **VALIDATION OF DEBT** and **PROOF OF CLAIM** within thirty-days;
- b. Makes a false representation of the character of the herein above-referenced alleged debt;
- c. Makes a false representation of the legal status of the herein above-referenced alleged debt;
- d. Makes any threat of action that cannot be legally taken, in violation of any applicable law, such as, the law codified at the FDCPA,

it will be construed to be Respondent's tacit acceptance of the "terms and conditions" stated herein.

In which case RESPONDENT agrees to:

- a. Voluntarily waive ALL claims against Claimant, their Agent and/or Heirs with prejudice; and,
- b. Voluntarily admit that the intent of the loan agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money; and,
- c. Voluntarily admit that the matter regarding the alleged debt is finally and totally settled; and,

- d. Voluntarily admit that Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and they failed to fully disclose these material facts to Claimant during the transaction; and,
- e. Voluntarily report this account to any and ALL credit bureaus, including but not limited to, Equifax, Experian and Trans Union, as "PAID AS AGREED" – NOT as a closed account; and,
- f. Voluntarily report the date of last activity on the account as the date of this notice to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union.

Furthermore, Respondent's failure to "cease and desist" in accordance with the requirements of the FDCPA and other related law, and/or satisfy the above "terms and conditions", constitutes Respondent's "Breach of Duty" and voluntary agreement to compensate Claimant, by certified mail, with a cashier's check within thirty-days of the date of billing by Claimant, their Agent and/or Heirs, in the following amounts:

1. Two Thousand Five Hundred Dollars (\$2,500.00) for each communication made to Claimant, their Agent and/or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person who has first hand knowledge, regarding Respondent's unsubstantiated claim; and,
2. Fifty Thousand Dollars (\$50,000.00) for each transaction initiated by Claimant where Claimant's commercial ability is impeded due to you, your agents or assigns adverse credit reporting; and,
3. Five Thousand Dollars (\$5,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant's credit history; and,
4. Five Thousand Dollars (\$5,000.00) for each court appearance Claimant, their Agent and/or Heirs makes in response to Respondent's unsubstantiated claims; and,
5. RESPONDENT OWES CLAIMANT the balance equal to the purported credit limit on this account, plus interest and fees, for money lent; and,
6. RESPONDENT OWES CLAIMANT three times the alleged claim amount of one hundred sixty-four thousand two hundred fifty-eight dollars and thirty cents (\$164,258.30) which equals four hundred ninety-two thousand seven hundred seventy-four dollars and ninety- cents (\$492,774.90); and,
7. RESPONDENT OWES CLAIMANT punitive damages in the amount of seven hundred seventy-five thousand dollars (\$775,000.00); and,

RESPONDENT also agrees to:

8. Voluntarily authorize Claimant to record a UCC-1 on RESPONDENT as debtor to secure the debt owed Claimant; and,
9. Voluntarily prove their claim as a RESPONDENT in possession of Claimant property in a involuntary bankruptcy proceeding process; and,
10. Voluntarily compensate Claimant for ALL costs and attorneys/consultant fees; and,
11. Resolve ALL claims by Claimant, against Respondent, *et al*, exclusively and finally through binding arbitration, if necessary, to enforce the above terms, conditions, fees, penalties and damages. Arbitration replaces the right to go to court except to confirm an arbitration award. The arbitration organization that is selected will apply its code or procedure in effect at the time the arbitration is filed, subject to this agreement. The arbitration will be conducted before a single arbitrator.

The arbitrator's authority is limited solely to the Claims between Claimant and Respondent alone. The arbitration will not be consolidated with any other arbitration proceeding. If Claimant prevails in the arbitration of any Claim against Respondent, Respondent will reimburse Claimant for any fees Claimant paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive any voluntary payment of Claimant's claim against Respondent, in full, or any bankruptcy by Respondent.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

"Equality under the Law is PARAMOUNT and MANDATORY by Law"

**THIS DOCUMENT IS NOT INTENDED TO THREATEN, HARASS,
HINDER OR OBSTRUCT ANY LAWFUL OPERATIONS. IT IS FOR THE
PURPOSES OF OBTAINING LAWFUL REMEDY AS IS PROVIDED BY LAW.**

I, Dollie McDonald, hereby and herein reserve the right, and am the only party with said right, to amend and or make amendments to this document as necessary, in order that the truth may be ascertained and its proceeding justly determined.

The Undersigned, I, Dollie McDonald, do herewith declare and state and say that I, Dollie McDonald, issue this with sincere intent in truth, that I, Dollie McDonald, the undersigned am competent by stating the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by Me, the undersigned.

Disputing the Debt,

Executed on this 11th day of August, 2020

By: Dollie McDonald
Dollie McDonald, Real Party in Interest
All Rights Reserved Without Prejudice UCC 1-308



JURAT

STATE OF NEVADA)
)
) ss.
COUNTY OF CLARK)

Subscribed and sworn to (or affirmed) before me, Sofia Hall, Notary Public, on this 11 day of August, 2020 by Dollie McDonald, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Sofia Hall
NOTARY PUBLIC

My commission Expires: May 12, 2023

Sofia Hall, Notary Public

