

**THIS IS A LEGAL NOTICE
NOTICE OF FAULT IN DISHONOR AND OPPORTUNITY TO CURE**

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*

Certified Mail #: **7020 0090 0000 9384 6406**

Notice Date: **September 21, 2020**

Claimant(s): **Katrina J. Copney**

Respondent(s): **Jeffrey Campbell, Chief Financial Officer**
Hereinafter collectively
Referred to as "Respondent, you,
your offices, you and your client,
your agents or assigns"
c/o American Express
P.O. Box 981535
El Paso, Texas 79998-1535

Reference: **Alleged Debtor: KATRINA J. COPNEY**
Invalidated Debt Type: CREDIT CARD
Invalidated Debt Account #: ending in 0-11003

Greetings Mr. Campbell,

This instrument is a **NOTICE OF FAULT IN DISHONOR** ("Second Official Notice") upon the instrument(s) presented in a private communiqué by Claimant to Respondent.

PRESENTMENT: On or about August 4, 2020, with U.S.P.S. Certified Mail Article No. 7020 0090 0000 9384 6277, Return Receipt requested and received by Respondent on or about August 7, 2020 (Exhibit A) at the address referenced above, Claimant presented the following instrument(s) ("Presentment" and/or "First Official Notice") to the Respondent for the Respondent's acceptance:

- 1. NOTICE OF DEMAND FOR VALIDATION OF DEBT AND PROOF OF CLAIM (including "Error Resolution & Information Request" (ERIR) and "Qualified Written Request" (QWR)) dated August 4, 2020.**

Despite granting Respondent ample time from the date of your receipt on August 7, 2020 to provide the requested documentation in Claimant's Presentment, you have failed, refused or neglected to properly respond, i.e., your response is defective.

Respondent is now in **FAULT AND DISHONOR**.

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of the Presentment, the Respondent is under mandatory duty and obligation to timely, and in good faith, protest and/or honor the offer by presentment within thirty (30) days with a response on a point-by-point and line-by-line basis, via a sworn affidavit, under the Respondent's full commercial liability, signing under the penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are insufficient response. A **DISHONOR** of the offer **discharges the alleged liability** that the Respondent has claimed.

Allowing thirty (30) business days for the acceptance of Presentment and the time allowed having passed for acceptance, Claimant now deems the instrument(s) to have been **DISHONORED ON SEPTEMBER 19, 2020**, and therefore a confession of judgment on the merits is warranted.

FAULT: Respondent's failure to honor the offer places the Respondent in **FAULT**. This Second Official Notice is Claimant's good faith offer for an opportunity to cure your **Fault of Non-Response** within ten (10) calendar days from the date of this Second Official Notice. Respondent has ten (10) calendar days – by or before **SEPTEMBER 30, 2020** – for making presentment at the address above.

Respondent's failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response is defined below, to cure your **Fault of Non-Response** as provided herein, and provide, with particularity, everything requested in Claimant's First Official Notice within the time allotted 1) is your general acquiescence in this private matter; 2) constitutes your tacit agreement and formal acceptance of all the terms and conditions and stipulations of Claimant's presentment through your dishonor; 3) is your admission to the fact that all not provided information requested is not existent; 4) constitutes your consent with Claimant's entry of a **Notice of Default in Dishonor and Confession of Judgment** ("Third and Final Official Notice") upon the Respondent, verifying Respondent's non-performance and acceptance of liability; and 5) is fully binding upon you in any court in America, without your protest or objection or that of those who represent you.

RESPONSE: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made by a sworn affidavit, verified and/or affirmed by a signature under the penalty of perjury, or by a signature under the full commercial liability, of the affiant(s) thereof; and,
2. Any response must address all the **PROOFS OF CLAIM** – on a point-for-point and line-by-line basis – made and as stipulated in the First Official Notice, presented on or about August 4, 2020 and received by Respondent on or about August 7, 2020.

Additionally, notice is hereby given that Respondent's failure, refusal, or neglect to rebut and/or contest Claimant's **AFFIDAVIT OF FACTS AND CONCLUSIONS**, annexed hereto as **Exhibit B** and made part hereof by this reference, within ten (10) calendar days from the date of this Second Official Notice on a point-by-point and line-by-line basis shall be construed as a constructive silence and concealment of incriminating evidence and shall create the legal presumption or conclusion that **AMERICAN EXPRESS** by and through its employees and agents has acted beyond the scope of its Charter and is involved in fraud and/or extortion.

DEFAULT: Default is with the Respondent's confession of judgment to the following:

1. The Respondent's admission to the fact that **AMERICAN EXPRESS** is not a "creditor" following Generally Accepted Accounting Principles (GAAP) in this consumer credit transaction.
2. The Respondent's admission to the fact that **AMERICAN EXPRESS** did not "lend" its "money" to purchase the loan agreement from the Claimant, as alleged borrower, in this consumer credit transaction.
3. The Respondent's admission to the fact that **AMERICAN EXPRESS** did not "lend" its "credit" in this consumer credit transaction.
4. The Respondent's admission to the fact that **CLAIMANT** provided all money, money equivalent, credit, funds, capital or thing of value in this consumer credit transaction.
5. The Respondent's admission to the fact that **AMERICAN EXPRESS** accepted money, money equivalent, credit, funds, capital or thing of value **PROVIDED BY CLAIMANT** in this consumer credit transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan.

6. The Respondent's admission to the fact that **CLAIMANT** is the depositor for this account and that **AMERICAN EXPRESS** risked none of their assets at any time regarding this account.
7. The Respondent's admission to the fact that **CLAIMANT** is the true "creditor" and as the original party who funded the alleged loan per the bookkeeping entries is to be repaid three times the balance equal to the purported credit limit on this account, plus interest and fees.
8. The Respondent's admission to the fact that **AMERICAN EXPRESS** by and through its employees and agents committed **FRAUD** on the contract in respect to the alleged account and written loan agreement referenced above.
9. The Respondent's admission to the fact that **AMERICAN EXPRESS** did not give **FULL DISCLOSURE** of all material facts and to all matters dealing with said contract to Claimant in the written loan agreement.
10. The Respondent's admission to the fact that Claimant did not have a "**MEETING OF THE MINDS**" with **AMERICAN EXPRESS** pursuant to the written loan agreement in respect to full disclosure and that said contract contained or contains elements of fraud by **AMERICAN EXPRESS**.
11. The Respondent's admission to the fact that **AMERICAN EXPRESS** did not give lawful **CONSIDERATION** to the Claimant in the written loan agreement.
12. The Respondent's admission to the fact that **AMERICAN EXPRESS** monetized and/or securitized Claimant's promissory note and unjustly enriched themselves.
13. The Respondent's admission to the fact that **AMERICAN EXPRESS** by and through its employees and agents knew that this transaction was beyond the scope of its Charter and that **AMERICAN EXPRESS** intended to bind Claimant to an unconscionable contract.
14. The Respondent's admission to the fact that **AMERICAN EXPRESS'** claim of the debt is fraudulent, and therefore, void *ab initio*, and totally settled pursuant to the **Settlement Agreement** annexed hereto as **Exhibit C** and made part hereof by this reference.

15. The Respondent's admission to the fact that this attempt to collect upon a fraudulent debt, sent via the U.S. mail or email transmission is a violation of Title 18 USC § 1341 and violators shall be fined under this title or imprisoned not more than twenty (20) years, or both.
16. The Respondent's admission to the fact that this attempt to collect upon a fraudulent debt using false, forged or counterfeited, or altered obligation or other security of the United States, with the intent that the same be passed, published, or used as true and genuine is a violation of Title 18 USC § 473 and violators shall be fined under this title or imprisoned not more than twenty (20) years, or both.

Respondent's confession of judgment is with these stipulations:

1. **AMERICAN EXPRESS** owes Claimant three times the balance equal to the purported credit limit on this account, plus interest and fees, for "money lent". Failure of Respondent to provide a complete and detailed "Life of Loan" Accounting of all monthly payments made by Claimant, not in the form of monthly statements, but as requested and stipulated in First Official Notice, from the origination of the alleged loan to present will result in Claimant's presentment of an estimated amount.
2. **AMERICAN EXPRESS** owes Claimant punitive damages in the amount of two hundred seventy-five thousand and dollars and 00/100 (\$275,000.00).
3. **AMERICAN EXPRESS** will compensate Claimant for ALL costs and attorneys fees.
4. **AMERICAN EXPRESS** voluntarily authorizes Claimant to record a UCC-1 on Respondent, as debtor, to secure the debt owed Claimant should **AMERICAN EXPRESS** refuse to accept the offer presented in the Settlement Agreement.
5. **AMERICAN EXPRESS** voluntarily waives any and ALL claims, rights, immunities and defenses against Claimant, their Agent and/or Heirs with prejudice.
6. **AMERICAN EXPRESS** voluntarily merges the Accounts Payable account with the Accounts Receivable account to zero the Claimant's alleged account in accordance with GAAP and Public Policy and/or provide me with documentary evidence that authorizes **AMERICAN EXPRESS** to conceal said funds for the purpose of dispossessing Claimant of said funds. Your failure herein shall constitute your admission that no valid authority exists and that **AMERICAN EXPRESS'** operation of this account is unlawful and fraudulent.

7. **AMERICAN EXPRESS** voluntarily consents with Claimant's entry of the Third and Final Official Notice upon the Respondent, verifying Respondent's non-performance and acceptance of liability.
8. **AMERICAN EXPRESS** voluntarily reports 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, within ten (10) calendar days of the date of this Second Official Notice.
9. **AMERICAN EXPRESS** voluntarily reports the date of last activity on the account as August 12, 2020, the date of the First Official Notice, to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, within ten (10) calendar days of the date of this Second Official Notice.
10. **AMERICAN EXPRESS** voluntarily provides Claimant with evidence of said request to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, within ten (10) calendar days of the date of the Second Official Notice.
11. **AMERICAN EXPRESS** voluntarily agrees that its failure, refusal or neglect to voluntarily report this account as requested by Claimant will be construed as defamation of character and in violation of FCRA, FDCPA and Title 18 Part 1 Chapter 63 §§ 1341, 1343, 1344, 1348 and 1349 and Creditor may seek damages for tortious interference.

Respondent's failure, refusal or neglect to respond, a partial response, or a non-responsive response and/or rebut the foregoing point-by-point and line-by-line basis, in affidavit form, constitutes your admission and stipulation to the stated claims and establishes the evidence as a matter of fact.

Respondent's failure, refusal or neglect to respond, a partial response, or a non-responsive response constitutes a dishonor and your agreement that the process is free of error and/or omission, lawful or otherwise, having had the opportunity to respond and provide documentary evidence in affidavit form, and choosing to demur and stipulate to the facts as set forth by Claimant, creating a binding contract between Claimant and Respondent.

Your dishonor constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter.

Of this presentment take due **NOTICE** and heed, and govern yourselves accordingly.

I, **Katrina J. Copney**, the undersigned, 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.

I, **Katrina J. Copney**, do herewith declare and state and say that I, **Katrina J. Copney**, issue this with sincere intent in truth, that I, **Katrina J. Copney**, 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.

IN WITNESS WHEREOF I hereunto set my hand and seal on this ___ day of September 2020 and hereby certify all the statements made above are true, correct and complete.

By: *Katrina J. Copney*
Katrina J. Copney, Real Party in Interest
All Rights Reserved Without Prejudice UCC 1-308



JURAT

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)

ss.

Subscribed and sworn to (or affirmed) before me, *Assia Wilson*, Notary Public, on this *23* day of September 2020 by **Katrina J. Copney**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.
Assia Wilson
NOTARY PUBLIC

My Commission Expires: *11/5/2022*



- ENCLOSURES (3):
- Exhibit A – Copy of Certified Mail Receipt and Return Receipt Card
 - Exhibit B – Affidavit of Facts and Conclusions
 - Exhibit C – Confidential Settlement Agreement and General Release of all Claims

COPY OF CERTIFIED MAIL RECEIPT AND RETURN RECEIPT CARD

7020 0090 0000 9384 6277

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

El Paso, TX 79998

OFFICIAL USE

Certified Mail Fee
\$ **3.55**

Extra Services & Fees (check box, add fee \$ @ per rate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage
\$ **8.45**

Total Postage and Fees
\$ **14.85**

Sent To **AMERICAN EXPRESS ADR**
Street and Apt. No. or PO Box No.
P.O. Box 981535
City, State, ZIP+4®
EL PASO, TX 79998-1535

Postmark Here
AUG 04 2020

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Noemi Jurnell</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Noemi Jurnell</i> C. Date of Delivery <i>8-7-20</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>												
<p>1. Article Addressed to: AMERICAN EXPRESS ADR P.O. Box 981535 EL PASO, TX 79998-1535</p> <p>2. Article Number (Transfer from service label) 7020 0090 0000 9384 6277</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>9590 9402 5857 0038 5752 83</p>	<p>Domestic Return Receipt</p>												

PS Form 3811, July 2015 PSN 7530-02-000-9053

STATE OF NEW JERSEY)
) ss.
COUNTY OF HUDSON)

AFFIDAVIT OF FACTS AND CONCLUSIONS

Important Notice

Receipt of this **AFFIDAVIT OF FACTS AND CONCLUSIONS** requires a response as stipulated. Acquiescence will be your answer to all below statements if Respondents fail, refuse or neglect to provide a written response in the form of a rebuttal Affidavit. Acquiescence means *“A person’s tacit or passive acceptance; implied consent to an act.”* Review Morris v. NCR, 44 SW2d 433, which states: *“An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law.”* Also, review U.S. v. Pruden, 424 F.2d 1021 (1970), which states: *“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.”*

Introductory Certification

Katrina J. Copney, the Undersigned Affiant, hereinafter, “Affiant,” does hereby solemnly swear, declare under penalty of perjury, and state as follows:

- 1. THAT I AM competent to state the matters set forth herein.
- 2. THAT I have first-hand, personal knowledge of the facts stated herein.
- 3. THAT I issue this Affidavit of Facts and Conclusions with sincere intent.

Plain Statement of Facts

- 4. Affiant declares all facts stated herein are true, correct, complete and certain, admissible as evidence, and if called upon to testify as a witness, I will testify to their veracity.

Specific Statement of Facts

- 5. Affiant has not seen or been presented with documentation verifying that **American Express** is a “creditor” following Generally Accepted Accounting Principles (GAAP) in this consumer credit transaction and believes that no such verified documentation exists; and,

6. Affiant has not seen or been presented with documentation verifying that **American Express** lent its “money” to purchase the loan agreement from Affiant, as alleged borrower and believes that no such verified documentation exists; and,
7. Affiant has not seen or been presented with documentation verifying that **American Express** lent its “credit” in this consumer credit transaction and believes that no such verified documentation exists; and,
8. Affiant has not seen or been presented with documentation verifying that Affiant did not provide any money, money equivalent, credit, funds, capital or thing of value to **American Express** in this consumer credit transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan and believes that no such verified documentation exists; and,
9. Affiant has not seen or been presented with documentation verifying that **American Express** did not accept any money, money equivalent, credit, funds, capital or thing of value provided by Affiant in this consumer credit transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan and believes that no such verified documentation exists; and,
10. Affiant has not seen or been presented with documentation verifying that Affiant is not the depositor for this account and that **American Express** risked none of their assets at any time in this account and believes that no such verified documentation exists; and,
11. Affiant has not seen or been presented with documentation verifying that Affiant is not the true “creditor” and believes that no such verified documentation exists; and,
12. Affiant has not seen or been presented with documentation verifying that **American Express** 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 and believes that no such verified documentation exists; and,
13. Affiant has not seen or been presented with documentation verifying **American Express** gave **FULL DISCLOSURE** of all material facts and to all matters dealing with said contract to Affiant in the written loan agreement and believes that no such verified documentation exists; and,
14. Affiant has not seen or been presented with documentation verifying that Affiant had a “**MEETING OF THE MINDS**” with **American Express** pursuant to the written loan agreement in respect to full disclosure and that said contract contained or contains no elements of fraud by **American Express** and believes that no such verified documentation exists; and,

15. Affiant has not seen or been presented with documentation verifying that **American Express** gave lawful **CONSIDERATION** to the Affiant in the written loan agreement and believes that no such verified documentation exists; and,
16. Affiant has not seen or been presented with documentation verifying that **American Express** did not monetize and/or securitize my promissory note and unjustly enriched themselves and believes that no such verified documentation exists; and,
17. Affiant has not seen or been presented with documentation verifying that **American Express** by and through its employees and agents knew or did not know that this transaction was beyond the scope of its Charter and that **American Express** did not intend to bind Affiant to an unconscionable contract and believes that no such verified documentation exists; and,
18. Affiant has not seen or been presented with documentation verifying that **American Express'** claim of the debt is not fraudulent, and therefore void *ab initio*, and is totally settled pursuant to Settlement Agreement (Exhibit C of Notice of Fault in Dishonor) and believe that no such verified documentation exists; and,
19. Affiant has not seen or been presented with any documentation verifying that an attempt to collect upon a fraudulent debt, sent via the U.S. mail or email transmission is something other than a violation of Title 18 USC § 1341 and believes that no such verified documentation exists; and,
20. Affiant has not seen or been presented with any documentation verifying that an attempt to collect upon a fraudulent debt using false, forged or counterfeited, or altered obligation or other security of the United States, with the intent that the same be passed, published, or use as true and genuine is something other than a violation of Title 18 USC § 473 and believe that no such verified documentation exists; and,
21. Affiant has not seen or been presented with any documentation verifying that **American Express** has valid authority to conceal said funds for the purpose of dispossessing Claimant of said funds; and,
22. Affiant has not seen or been presented with any documentation verifying that **American Express'** operation of this account is lawful and not fraudulent.

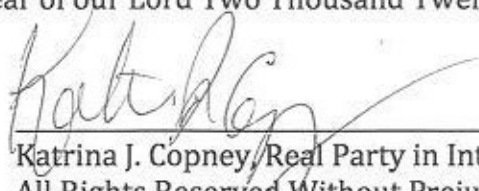
Verification

The Undersigned Affiant, Katrina J. Copney, does herewith swear, declare, and affirm that Affiant is competent to state the matters set forth herein, that Affiant has first-hand personal knowledge of the facts stated herein, that Affiant issues this Affidavit of Facts and Conclusions with sincere intent, and that the contents are true, correct, complete and certain, admissible as evidence, and if called upon to testify as a witness, I will testify to their veracity.

Exodus 20:15, 16

Further Affiant Saith Naught.

This **AFFIDAVIT OF FACTS AND CONCLUSIONS** is dated the ___ day of the September in the year of our Lord Two Thousand Twenty.

By: 

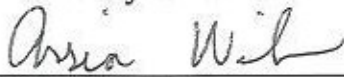
Katrina J. Copney, Real Party in Interest
All Rights Reserved Without Prejudice UCC 1-308

JURAT

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON) ss.

Subscribed and sworn to (or affirmed) before me, Assia Wilson, Notary Public, on this 23 day of September 2020 by **Katrina J. Copney**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires: 11/5/2022



**CONFIDENTIAL SETTLEMENT AGREEMENT
AND
GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is entered into by and between Katrina J. Copney (“Claimant”) and American Express (“Respondent”). The term “party” or “parties” as used herein shall refer to Claimant, Respondent or both, as may be appropriate.

The Claimant and Respondent agree to settle this instant matter under the following terms and conditions:

1. All parties agree that the estimated amount owed to Claimant is ninety-five thousand dollars and 00/100 (\$95,000.00), which is three times the balance equal to the purported credit limit on this account, twenty-five thousand dollars and 00/100 (\$25,000.00), plus interest and fees, for “money lent”; and,
2. All parties agree that punitive damages owed to Claimant are two hundred seventy-five thousand dollars and 00/100 (\$275,000.00); and,
3. All parties agree that if Respondent fails, refuses or neglects to send estimated amount plus punitive damages (“Settlement Payment”), in the amount of three hundred seventy thousand dollars and 00/100 (\$370,000.00), to Claimant by or before October 4, 2020, Respondent voluntarily authorizes Claimant to record a UCC-1 on Respondent to secure an amount three (3) times greater than the Settlement Payment owed by Respondent to Claimant; and,
4. All parties agree that American Express will voluntarily merge the Accounts Payable account with the Accounts Receivable account to zero Katrina J. Copney’s alleged account in accordance with GAAP and Public Policy, and,
5. All parties agree that Respondent will 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, within ten (10) calendar days of the date of the Second Official Notice; and,
6. All parties agree that Respondent will voluntarily report the date of last activity on the account as August 4, 2020, the date of the First Official Notice, to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, within ten (10) calendar days of the date of the Second Official Notice; and,

7. All parties agree that Respondent will voluntarily provide Claimant with evidence of the aforementioned requests to any and ALL credit bureaus, including, but not limited to, Equifax, Experian and Trans Union, within ten (10) calendar days of the date of the Second Official Notice; and,
8. All parties agree that Respondent's failure, refusal or neglect to voluntarily report this account as requested by Claimant will be construed as defamation of character, and in violation of FCRA, FDCPA and Title 18 Part 1 Chapter 63 §§ 1341, 1343, 1344, 1348 and 1349 and Claimant may seek damages for tortious interference.

This Settlement Agreement shall be binding upon the Claimant, Respondent and their successors and/or assignees.

The parties have agreed to settle finally and forever any and all claims between them of any nature whatsoever from any and all liability or damages of any kind, known or unknown, in contract or in tort.

The parties have agreed that the terms of this Agreement are the result of Respondent's fault and dishonor in the Administrative Process and constitute a final accord and satisfaction concerning all disputes between them.

All settlement terms herein are dependent upon receipt of final payment by way of certified check in the amount of Settlement Payment paid to the order of **KATRINA J. HUTTON TRUST**.

Except only to enforce the terms of this Settlement Agreement, each party agrees not to bring any claim of any kind against the other party to this Settlement Agreement concerning any matter released by this Settlement Agreement. Each party further agrees that this Settlement Agreement constitutes a bar to any such future claim.

The parties agree that the terms and conditions of this Settlement Agreement shall remain confidential and that no party shall release any part of this Settlement Agreement unless Agreement is subpoenaed or to their own accountants or legal counsel.

All parties agree the other parties are free of any liability or wrongdoing, known and unknown. Any liability or wrongdoing is expressly denied. Furthermore, the parties each agree that neither shall disparage the other to any third party at any time.

No modification to any provisions contained in this Agreement shall be binding upon any party unless made in writing and signed by all parties.

If any provision of this Agreement is held to be unenforceable for any reason, the remaining parts of this Agreement shall remain in full force and effect.

Each party represents he or it has not assigned any portion of the claims released under this Agreement to any third party.

This Agreement shall be construed in accordance with New Jersey state law.

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties to this Agreement. Any other agreements, discussions, promises, and representations have been and are integrated into and superseded by this Agreement.

Each party represents him/herself or it has the authority to enter into the Agreement on behalf of his/her or its respective organization.

Upon receipt and subsequent clearance of the agreed upon payment, all parties release each other from any further claim or liability.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below.

AMERICAN EXPRESS

By: _____
Katrina J. Copney
All Rights Reserved
Without Prejudice UCC 1-308

By: _____
Name:
Title:

Date: _____

Date: _____