

Your Name  
c/o Notary  
Registered Mail # \_\_\_\_\_

## **RESPONDENT'S PRIVATE INTERNATIONAL REMEDY DEMAND**

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
(Applicable to all Successors and Assigns)

**Respondent: YOUR NAME**  
**Alleged Creditor: ABC BANK, N.A.**  
**Alleged Account: 1234 1234 1234 1234**  
**Alleged Amount: \$35,398**

### **OFFER OF PERFORMANCE/CONDITIONS PRECEDENT**

1. This offer of performance is based on Conditions Precedent which must be fulfilled, and is made with sincere intent of extinguishing any alleged debt, duty, obligation, liability and the like, intended as obligating Respondent, **YOUR NAME**, hereinafter "Respondent" in above referenced "Respondent's Private International Remedy Demand" hereinafter "Presentment."
2. Concerning this Offer of Performance, certain Conditions Precedent must be completely, unambiguously, fulfilled by "debt collector" and/or "allege creditor" in accord with the "Fair Debt Collection Practices Act" [15 USC 1692 et seq.] whereby "verification is required of an alleged amount due." Advisory note: The term "verification" is defined in Black's Law Dictionary 6<sup>th</sup> Edition: "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter states an object of verification is to assure good faith in averments or statements of party." The term "verify" is defined in Black's Law Dictionary 6<sup>th</sup> Edition: "To confirm or substantiate by oath or affidavit. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers." The word "verified," when used in a statute, ordinarily imports a verity attested by the sanctity of an oath. It is frequently used interchangeably with "sworn." "To prove to be true; to confirm or establish the truth or truthfulness; to check or test the accuracy or exactness of; to confirm or establish the authenticity of; to authenticate; to maintain; to affirm; to support; to second; back as friend." (cite omitted)
3. This offer of performance is made in good faith, and is Condition Precedent on verification of an alleged debt. Conditions set forth are as follows:
  - a. True, correct, complete and not misleading copies of all assignments, negotiations, transfer of rights, novation and the like, which unambiguously delineates that debt collector is the current owner, assignee, holder, holder in due course, entitlement holder, which absolutely evidences Alleged Creditor's full and complete disclosure, including but not limited to any and all implied and/or expressed written contracts, and/or any and all consent with any such agreement if a novation;
  - b. Please produce all relative commercial instruments, contracts, whether implied or express, which contain exchange of consideration, and which contains verified bona fide signature of Respondent;
  - c. Please provide any absolute evidence of an equal exchange of a benefit for valuable consideration, including but not limited to an exchange of detriment (implied contract, unconscionable, adhesion or otherwise);
  - d. Please produce any absolute evidence of any series of external acts giving the objective semblance of agreement (objective theory);

**DEBT COLLECTOR DISCLOSURE STATEMENT Re:  
"Offer of Performance"**

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

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Date: \_\_\_\_\_

**Respondent: YOUR NAME**  
**Alleged Creditor: ABC BANK, N.A.**  
**Alleged Account: 1234 1234 1234 1234**  
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**Notice:** This "Debt Collector Disclosure Statement" is not a substitute for, nor the equivalent of, the herein above requested verification of record, i.e., "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary 6<sup>th</sup> Edition), re the alleged debt, and must be completed in accord with the "Fair Credit Reporting Act," at [15 USC § 1681 et seq.], and the "Fair Debt Collection Practices Act," at [15 USC § 1692 et seq.], and the applicable portions of "Truth in Lending" (Regulation --- Z), at 12 CFR part 226 et seq., and demands ascited above "Offer of Performance." Debt Collector must make all required disclosure clearly, accurately, conspicuously in writing re the following:

1. Name of Debt Collector: \_\_\_\_\_
2. Address of Debt Collector: \_\_\_\_\_
3. Name of alleged Debtor: \_\_\_\_\_
4. Address of alleged Debtor: \_\_\_\_\_
5. Alleged Account Number: \_\_\_\_\_
6. Alleged debt owed: \$ \_\_\_\_\_
7. Date alleged debt became payable: \_\_\_\_\_
8. Regarding this alleged account, Debt Collector is currently the: **(a) Owner; (b) Assignee; (c) Other ---** explain: \_\_\_\_\_
9. Has Debt Collector provided alleged Debtor with the requisite verification of the alleged debt as required by the "Fair Debt Collection Practices Act"?  
**YES / NO**

10. Date of said verification cited in #9 above, which provided alleged Debtor;  
Date: \_\_\_\_\_;

11. Was said verification cited in #9 above, in the form of a sworn or affirmed oath, affidavit, or deposition?  
**YES / NO**

12. Verification cited in #9 above, if your answer is YES, was provided alleged Debtor in the form of:  
**OATH, AFFIDAVIT, DEPOSITION**

13. Does the Debt Collector have any knowledge of any claim(s)/defense(s) re this alleged account?  
**YES / NO**

14. What is the nature and cause of any claim(s)/defense(s) re this alleged account?

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THIS IS JUST SAMPLE,  
AND INCLUDES JUST PAGE 1