

8 THE CA CONSTRUCT

Every Conditional Acceptance must contain these essential components:

1. What it is you want them to produce.
2. When you want them to produce it.
3. What happens if they don't produce it.
4. What the penalties are.
5. What the remedy is.

It is just like a complaint. You most likely will want to ask for a statement of account, which requires 14 days instead of 10. If they don't have an initial transaction, they can't bill you. They have to have something where you signed at some time for them to have a valid claim

Further, it is important as you review sample CA's FPC has provided, that you analyze each of the POC's to see if they apply to your situation. You may not need all of the POCs in the samples, or you may need to incorporate other POC's not contained in the samples. You **MUST** customize every CA to meet your particular situation.

After the notarial protest, to complete the process, you send a letter of request to the clerk of the court asking the clerk to give the judge the courtesy copies of the acceptance and redraft, the affidavit, and the return ticket which you have accepted and signed. All of your documents that accompany the letter should be stamped "copy" on each page. The letter of request to the clerk should specify that it is your intent to settle the account privately without resort to a tribunal. That is your remedy. You have a third party serve it with a Proof of Service, a Certificate of Service, showing the registered mail number..

A Conditional Acceptance may be a letter or a formal document. Either generally begins with wording stating:

“ I/We conditionally accept your offer to...”

followed by the conditional elements, such as *Upon proof of claim* or *Documentation verifying RESPONDENT's claim that* :

1. Jane Doe entered into a contract with you to perform to your demands;
2. all the terms of the contract were disclosed in the document;
3. the alleged loan account was ever validated or verified;
4. an attempt to collect upon a fraudulent debt, sent via the U.S. mail, is NOT a violation of the mail fraud statutes.

The CA must not request that the creditor prove a negative that something did not exist or happen. It is an impossibility. One cannot prove a negative on a certain date and time. One can only prove that something did exist. It must also not speak in generalities or traverse (deny).

If you have phrased the language of the CA properly, you will be able to easily convert the proofs of claim into affidavit format for the Affidavit which accompanies the CA. The Affidavit (A) will simply restate the same information contained in the CA with slight revisions to form to make it an "A". Notice the change of language in italics below. The CA contains the Proof of Claim (POC) language at the beginning of the sentence. The "A" language has replaced the

POC with the words “*The affiant has not seen or been presented with...*” and ends with the “belief” statement. Each of the four statements below directly correlates to the four POC’s above.

1. *Affiant has not seen or been presented with any documentation verifying that Jane Doe entered into a contract with you to perform to your demands; and believe that no such verified documentation exists;*
2. *Affiant has not seen or been presented with documentation verifying that all the terms of the contract were disclosed in the document, and believes that no such verified documentation exists;*
3. *Affiant has not seen or been presented with any documentation verifying that the alleged loan account was ever validated or verified, and believes that no such verified documentation exists;*
4. *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, is NOT a violation of the mail fraud statutes, and believes that no such verified documentation exists.*

Each numbered POC should contain only one element to be provided or proven. Do not use compound sentences (sentences containing the word “and”) or sentences using an inferred “and”. Break each sentence “thing” down into its multiple components. As an example, you know that they don’t have your original promissory note because they sold it and the new lender only has a photocopy; not an original signature. Address each component separately. As an example:

- POC that you have the original promissory note;
- POC the original promissory note you have is still in its original, unaltered form.
- Every CA should also contain your right to correct a previous dishonor or error. Below are some samples to cover the issue, or it may be addressed in your opening paragraph:
 - POC that this conditional acceptance is a refusal to perform;
 - POC that this conditional acceptance is a refusal to perform, even AFTER a judgment or ‘Decision,’ once proof of claim is delivered;
 - POC that this conditional acceptance is refusal to perform, even AFTER a judgment or ‘Decision,’ once the mistaken ‘dishonor’ of said ‘Decision’ is corrected and the proof of claim is delivered;

The CA should contain reference to the UCC reference contained in your State statutes and the closing language should contain statements similar to this, as well as what you want to happen after the dishonor of your CA:

Your State law § (enter your state code # for UCC 9-210) requires you to provide me with a full and complete, accurate and not misleading accounting including, but not limited to, the initial deposit and all charge slips with relevant entries. Failure to accept this Conditional Acceptance, by producing the requested records and documentation, responding on a point by point basis in Affidavit form under your full commercial liability, including all related documents that verify you have authority to enforce an instrument including, without limitation, certified copies of documentation showing you are a bona fide creditor in a collection process, and a certified copy of your registered claim, pursuant to Title 15, Sections 1091, 1095, showing DOE as the debtor and you as the secured party creditor, and the security agreement supporting said registered claim with the DOE’s signatures, and stating that the facts contained therein are true, correct, complete and

not misleading, pursuant to STATE Statutes, within fourteen (14) days** plus mailing time, shall constitute your agreement with the facts stated in the attached Asseveration.

This is a private presentment to you in your individual capacity and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly.

**Note: If you are requesting an accounting, you must give them $14 + 3 + 3 = 20$ days. If you are not requesting an accounting, it is only $3 + 3 + 3 = 9$ – however, the code specifies 14 minimum. You cannot count Sundays or holidays.

Look up your state equivalent to the UCC at <http://www.law.cornell.edu/uniform/ucc.html>.

In the commercial world, the CA/A process works best for living men/women who have chosen to obtain control of their corporate entity “strawman” by filing their own UCC-1 on the strawman and taking the first lien-holder position on the strawman’s properties (see UCC Manual). Both living men/women and corporate entities can place liens on others for debts owed them. Think about a building contractor who liens the real estate owner for the materials utilized in constructing a new home. The contractor keeps that lien in place until he is paid and then releases the lien. Utilizing a UCC-1 against the creditor when they fail to honor both you and the Notary and therefore have stipulated to the facts contained in your affidavit and redraft enables you to place a lien, which has marketable value and can be sold to others or enforced; however, you must obtain the creditor’s stipulation in advance of placing any lien and the ideal time to obtain that stipulation is in your CA/A, which will likely be agreed to by their silence and dishonor.

When you have completed writing the CA/A documents, in order for this process to be effective, you must also include either a bill of exchange, a promissory note or a bond which they are authorized to negotiate after having proved their claim and provided the documentation proving their claim.

NOTE: The “Final Attempt” documents are only for those who have utilized the Administrative Remedy Process before and were unsuccessful....you are allowed to correct a prior mistake. The “Final Attempt” correct your prior errors. You must either use the CA/A or the Final Attempt CA/A – but not both for the same creditor!