

Certified Mail # 7006 0810 0000 8487 2168

TO:

**Nancy Young-Management Support
ACS Educational Services, Inc.
Resolution Management Group
P.O. Box 7058
Utica, NY 13504-7058**

NOTICE OF JUDGMENT AND DEFAULT

Jointly, individually and personally, regarding **Account # BR999C 513-56-9328-1**, the following statements are true.

On **June 19, 2006** Sight Draft #1146-20 was sent to **ACS/Citibank** to pay off the above referenced account in the amount of \$12,589.02 as stated by **ACS/Citibank**. **ACS/Citibank** received it on **June 21, 2006**. **ACS/Citibank** had **10** days from date of issue to present it but has failed to do so.

U.C.C. §3-603 Tender of payment (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

Further, the United States Supreme Court has ruled: "His tender, as we have already seen, was equivalent to payment, so far as concerns the legality of all subsequent steps by the collector to enforce payment by distraint of his property." *Poindexter v. Greenhow*, 114 U.S. 270 quoted in *AYERS. SCOTT. MCCABE.*, 8 S. Ct. 164, 123 U.S. 443 (U.S. 12/05/1887)

Further: "Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking conduct... If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately" *U.S. v. Tweel*, 550 F2d 297, 299-300.

Based on the foregoing evidence The **ACS/Citibank** is hereby deemed to be in default.

DECISION

Decision in favor of **CARDHOLDER** is hereby granted and it is hereby ordered that:

Pursuant to U.C.C. § 3-603 (a) the **ACS/Citibank's** failure to present tendered Sight Draft is in breach of contract;

It is ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

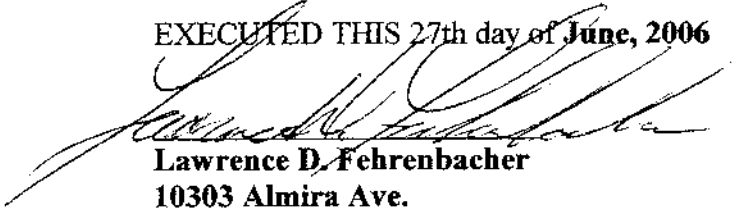
It is hereby ordered that the **ACS/Citibank** shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

It is hereby ordered that the **ACS/Citibank** has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersigned's property to fund the account. **ACS/Citibank** has failed or refuses to return undersigned's property as required. Therefore, it is ordered that the **ACS/Citibank** pay undersigned in the amount shown on the attached invoice for the unauthorized use of undersigned's property.

Failure to comply with this decision will result in the undersigned taking any and all action necessary under natural law to protect their rights, life, and property.

I, Lawrence D. Fehrenbacher knowing the penalty of bearing false witness, hereby affirm, under penalty of perjury, the foregoing to be true and correct to the best of my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

EXECUTED THIS 27th day of **June, 2006**



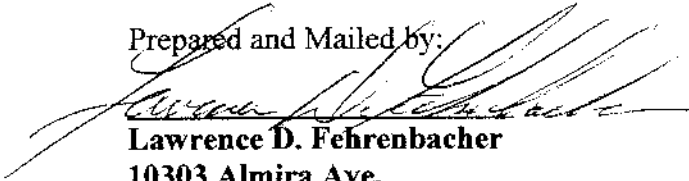
Lawrence D. Fehrenbacher
10303 Almira Ave.
Cleveland, Ohio 44111

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Record # : LDF08

Date : June 27, 2006

Prepared and Mailed by:



Lawrence D. Fehrenbacher
10303 Almira Ave,
Cleveland, Ohio 44111

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Final Notice

Billing Statement

ACS/Citibank
P.O. Box 7051
Utica, NY 13504-7051

ACCOUNT SUMMARY

Date of Statement:	June 27, 2006
Account Number:	BR999C 513-56-9328-1
Transaction Discription:	Unauthorized negotiation of private instrument as detailed in the Notice of Default of July 27, 2006
Total Amount Of Asset:	\$9703.00
Interest Owed:	\$14,362.00
Total Amount Owed:	\$24,065.00
Payment Due Date:	Due upon receipt

MAIL PAYMENT TO:

Lawrence D. Fehrenbacher
10303 Almira Avenue
Cleveland, Ohio 44111