

Jason B. Patrick  
BABOVICH, SPEDALE AND CHAUVIN, P.L.C.  
Heritage Plaza, Suite 1660  
111 Veterans Boulevard  
Metairie, LA 70005

#### NOTICE OF JUDGMENT AND DEFAULT

Regarding Account Number N6-00033-JBP/5404220000005582, the following statements are true.

On April 14<sup>th</sup>, 2006 a Sight Draft was sent to Babovich, Spedale and Chauvin to pay off the above referenced account in the amount stated by Babovich, Spedale and Chauvin. Babovich, Spedale and Chauvin received it on April 18<sup>th</sup>, 2006. Babovich, Spedale and Chauvin had 30 days 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 Babovich, Spedale and Chauvin 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 Babovich, Spedale and Chauvin'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 Babovich, Spedale and Chauvin shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

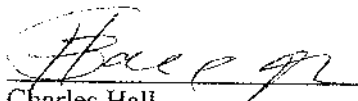
It is hereby ordered that Babovich, Spedale and Chauvin will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Babovich, Spedale and Chauvin 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 instant account. Babovich, Spedale and Chauvin has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Babovich, Spedale and Chauvin/HSBC BANK OF NEVADA, N.A. pay undersigned in the amount shown on the attached statement 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 his rights, life, and property.

I Charles Hall, 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 22<sup>nd</sup> day of May, 2006



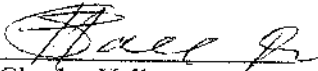
Charles Hall  
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Record # : charles\_halljr3

Date : May 22, <sup>nd</sup> 2006

Prepared and Mailed by:



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