

Paul Bixler
Primary Financial Services
3115 N. 3rd Ave, Suite 112
Phoenix, AZ 85013

NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL

Regarding Account Number **89066245616000001**, the following statements are true:

On October 15, 2008 a Sight Draft was sent to Primary Financial Services to pay off the above referenced account in the amount stated by Primary Financial Services. Primary Financial Services received it on October 17, 2008, Primary Financial Services had 35 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 Primary Financial Services is hereby deemed to be in default.

DECISION

Decision in favor of alleged debtor is hereby granted and it is hereby ordered that:

Pursuant to U.C.C. § 3-603 (a) the Primary Financial Services 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 Primary Financial Services 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 Primary Financial Services will discontinue all collection efforts and harassment of alleged debtor regarding the instant account;

Primary Financial Services 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. Primary Financial Services has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Primary Financial Services 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, Paul Bixler, 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 Twenty first day of November, 2008

Paul Bixler

Paul Bixler

P.O. Box 14379

Spokane Valley, WA 99214

This document has been recorded at PeoplesRecorder.com for the world to see.

Record #: pa bixler sr

Date: 11/21/2008

Prepared and Mailed by:

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