

From: Yuenan s He

To: Portfolio Recovery Association, LLC

Po Box 12914 Norfolk VA23541

NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL

Regarding Account Number **442828887555596**, the following statements are true.

On **March 26th 2010**, a Sight Draft by Certified mail 7009 3410 0001 5006 4413 was sent to **Portfolio Recovery Association, LLC** to pay off the above referenced account in the amount stated by **Portfolio Recovery Association, LLC**. **Portfolio Recovery Association, LLC** received it on **March 30th 2010**. **Portfolio Recovery Association, LLC** had **10** 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:

"Her 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 **Portfolio Recovery Association, LLC** 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 **Portfolio Recovery Association, LLC** 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 **Portfolio Recovery Association, LLC** 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 **Portfolio Recovery Association, LLC** will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account; **Portfolio Recovery Association, LLC** 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. **Portfolio Recovery Association, LLC** has failed or refuses to return undersigned's property as required. Therefore, it is ordered to **Portfolio Recovery Association, LLC** 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, Yuenan s He, 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 ON April 12th, 2010

Yuenan S He
15665 High Knoll dr. #261 Chino Hills, Ca 91709

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

Record # : yuenan-he

Date : April 12th,2010

Prepared and Mailed by:
Yuenan S He 15665 High Knoll Dr. #261 Chino Hills, Ca 91709