

CLIFF G. LINN  
IMMERMAN & TOBBIN CO., L.P.A.  
632 Vine St. Suite 1010  
Cincinnati, Ohio 45202

WORLDWIDE ASSET PURCHASING, LLC  
9911 Covington Cross Dr.  
Las Vegas, NV 89144

### NOTICE OF JUDGMENT AND DEFAULT

Jointly, individually and personally;

Regarding Account Number 4254 9830 0313 8205 the following statements are true:

On March 1, 2006 a Check was sent to WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. to pay off the above referenced account in the amount shown on the statement dated 02/04/02. WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. received it on March 2, 2006. WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. had 10 days to present it but have 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.
- (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.
- (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

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 WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. 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 WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A.'s failure to present tendered check is a 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 WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. 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 WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersign's property to fund the instant account. WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. has failed or refuses to return undersign's property as required. Therefore, it is ordered that WORLDWIDE ASSET PURCHASING, LLC c/o Immerman & Tobbin Co., L.P.A. pay undersign in the amount shown on the attached statement for the unauthorized use of undersign's property.

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

I, Cynthia Bullock, knowing the penalty of bearing false witness, hereby affirm 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 11<sup>th</sup> day of March, 2006

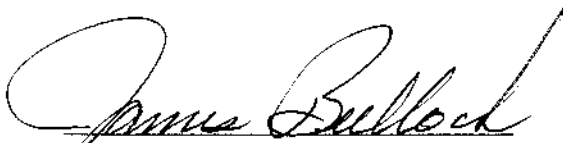


Cynthia Bullock  
7 Deer Haven Ct.  
Florence, Kentucky 41042

**CERTIFICATE OF SERVICE**

I hereby affirm that the above document was served by first class mail on March 13, 2006 as follows:

CLIFF G. LINN  
IMMERMAN & TOBBIN CO., L.P.A.  
632 Vine St. Suite 1010  
Cincinnati, Ohio 45202



James Bullock  
7 Deer Haven Ct.  
Florence, Kentucky 41042

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

Record # : cpb\_wwap\_01

Date : 03/11/06

# STATEMENT

WORLDWIDE ASSET PURCHASING, LLC  
BUYER OF NEXTCARD, INC. ACCOUNT  
c/o IMMERMANN & TOBIN CO. LPA  
632 Vine Street, Suite 1010  
Cincinnati, Ohio 45202

From 06/22/00 to 02/22/06

Account Number:	4254 9830 0313 8205
Beginning Balance:	\$ 7,600.00
Rate of Interest:	19.74% Compounded Monthly
Interest to date:	\$ 15,449.58
Total Due as of 02/22/06:	\$ 23,049.58

Payment due: 03/22/06

Late payment fee is equal to 10% of amount due compounded monthly.

Make check payable to and send to:

Cynthia Bullock  
7 Deer Haven Ct.  
Florence, Kentucky 41042