

Equifax
PO Box 740256
Atlanta, GA 30374

| DOB: 1

CONFIRMATION

THIS IS MY 5th & FINAL WRITTEN REQUEST BEFORE COMMENCING LITIGATION:

Despite my previous written requests for you to provide me with the name of the person in your company who verified that these disputed accounts are accurate and belong on my file along with copies of the documentation that they used to verify the accuracy of the items I disputed you ignored my right to request this information from you. Rather than complying with your duty to provide me with this information your repeated refusal to comply clearly demonstrates your willful violation of the FCRA and I believe the Courts will agree when I present them with copies of my letters and your boiler-plate responses to them.

Black's Law Dictionary, 9th Edition, 2009, defines "**Verify**" as, 1) "To prove to be true; to confirm or establish the truth or truthfulness of; to authenticate." 2) "to confirm or substantiate by oath or affidavit; to swear to the truth of." and "**Verification**" as, "**Confirmation of correctness, truth or authenticity, by affidavit, oath, or deposition. Affidavit of truth of a matter stated and object of verification is to assure good faith in averments or statements of a party.**"

I am sure that you are aware of *Dixon-Rollins v. Experian Info. Solutions, Inc., 2010 U.S. Dist. LEXIS 100015, 23-24 (D. Pa. 2010)*. The reality under the law requires that a credit reporting agency MUST perform an actual independent investigation of a consumer dispute rather than deferring to the reporting information provider and "parroting" the response of the information provider. The law is clear that a credit reporting agency does not comply with the investigation requirement of 15 USC §1681i if it simply parrots the information provider's response.

You don't have any proof on file to verify that these accounts are accurate and belong on my file. When we go to litigation you will be required to produce the documents you used to verify these items through the discovery process and since you don't have any documents in your files verifying that these items are valid then that will be proof that you did not properly verify the accounts and they will have to be deleted and I'll be entitled to damages including punitive damages.

Your repeated refusal to modify your reinvestigation procedures and your insistence on mimicking the original sources' responses supports the conclusion that punitive damages are also necessary to deter you from repeated future violations. See: *BMW of N. Am., Inc. v. Gore, 517 U.S. 559, 576-77, 116 S. Ct. 1589, 134 L. Ed. 2d 809 (1996)*.

Please be advised that under **Section 611 (5)(A)** of the FCRA – you are required to **"...promptly DELETE all information which cannot be verified."** The law is very clear as to the Civil liability and the remedy available to me (**Section 616 & 617**) if you fail to comply with Federal Law. I am a litigious consumer and fully intend on pursuing litigation in this matter to enforce my rights under the FCRA.

I am offering you one last chance to settle this matter without suffering any monetary damages. I am willing to forgo litigation if you promptly delete the unverified accounts listed below and then send me copies of the updated credit report showing that these unverified accounts have been removed.

If I do not receive revised copies of my credit report within 30 days I will proceed to file a lawsuit against you in Federal Court and asking the Court to order you to pay actual monetary damages, punitive damages and reasonable attorney's fees.

The accounts that I want removed from my credit report are listed below. Please provide me with a copy of an updated and corrected credit report showing that these items have been deleted.

Name of Account:
Verification

Account Number:

Provide Physical Proof of

US Bankruptcy Full Case Number [REDACTED]
[REDACTED]

Capital One Bank [REDACTED]

TD Bank [REDACTED].

Discover Bank [REDACTED]

American Express [REDACTED].

Thank you,

[REDACTED]

[REDACTED]