



Forgive and Forget How to Nuke Your Credit Card Debt

By: Tommy Kilpatrick



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Forgive and Forget - How to Nuke Your Credit Card Debt

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*Got Questions? I invite to schedule
A Free 10-15 Minute Consultation
by simply scanning the bar code >*

*Talk real soon,
Tommy Kilpatrick*





01

Doubting Thomas

Tommy Kilpatrick is a "Doubting Thomas."



"Doubting Thomas" is an idiom that describes someone who is skeptical and refuses to believe anything without direct experience. The term comes from the Bible, where the Apostle Thomas doubted Jesus' resurrection until he could see and feel Jesus' wounds.

Don't believe anything in this book. Take this book to your CPA and have s/he read the chapter "Act 1 Scene 1", and hear from their own lips, that the bank could have never issued you a true credit card. This may be the first time your CPA has ever realized that their own bank-issued credit card is in reality a debit card.


Anyone who has taken the first class in accounting will realize it too, only after reading this book.

The first time you sent in currency to the bank (of what you thought was paying for a credit card debt) is when the bank first counted your currency and put your name to an already existing numbered (yet unnamed) free checking account. Ever since then, you have been using your own currency to make your purchases with your so-called credit card. There was never a loan by the bank.

The bank deceived you into paying the bank interest, late fees, annual fees, bank transfer fees, cash advance fees, and over-the-limit fees on your free checking account. And the bank convinced you to refill your free checking account back up to the bank-imposed limit every month. If you didn't, then there would be LLEH to pay.

Annual fees typically range from \$95 to upwards of \$500 for a free checking account. In 2022, the average credit card late fee was \$32, up from \$23 in 2010 for not refilling your free checking account by the bank's imposed day of the month.

Are you drowning in alleged credit card debt? Is it time to grab the lifering and be pulled to safety? Then write your letter to the bank today to close your free checking account and be free of the alleged debt.



02

About the Author

Tommy Kilpatrick, "a person learned in law," is a lawyer. As defined in Black's Law Dictionary.

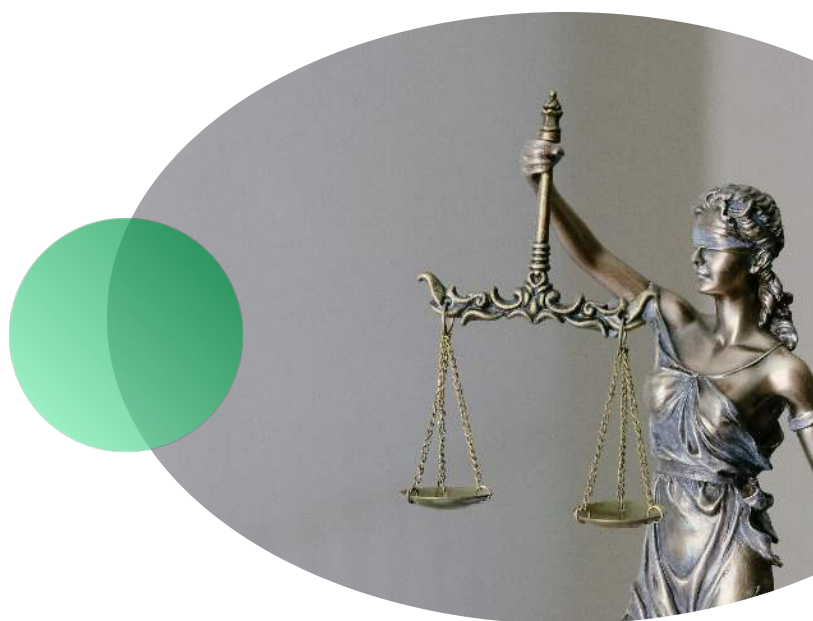
LAWYER. A person learned in the law; as an attorney, counsel, or solicitor; a person licensed to practice law.

Mr. Kilpatrick is NOT licensed to practice law. By the way there is no "...person licensed to practice law."

The legal profession is regulated through certification rather than licensing.

Attorneys receive certificates to practice law after demonstrating competency and meeting ethical standards. This self-regulation by the legal profession is unique compared to other occupations. What would you expect when the law makers, law enforcers, and law judges who are all attorneys?

Mr. Kilpatrick learned a technique for credit card debt elimination/forgiveness from a seminar. The method involved sending a small (one dollar and some change) checks to the banks that issued the alleged credit card with stipulations that depositing the check constitutes payment in full. When the banks continued collection efforts, clients would request an "Affidavit of Debt." This often resulted in banks ceasing to collect and stopped reporting negative items on the credit reports.



If collection agencies became involved, clients would request evidence of the alleged debt. Not one agency could provide proof of a debt. This failure ended their collection attempts. Some collection agencies would sell the alleged debt to other collectors, and the process began all over again. Each one, each time reporting negatively to the credit reporting agencies. A simple letter to the credit reporting agency requesting the removal of the erroneous derogatory item would be granted.

This approach worked for about 14 months until a few clients received court summons. Mr. Kilpatrick had about 400 clients who eliminated their alleged credit card debt. Now Mr. Kilpatrick became a threat to the system. He researched legal defenses and assisted clients in responding pro se (by themselves). In many cases, this led to dismissals or no-shows by the collection agencies.

As lawsuits increased, due to now nearly a thousand clients eliminating their alleged debt, Mr. Kilpatrick enlisted the help of a local attorney. This strategy worked initially, but when banks insisted on going to court, the attorney withdrew, citing her expertise was not in the courtroom. The next attorneys, who were trial attorneys, would be waiting in the courtroom for the case to be called. Then they would say they can't go in front of this judge since they have other client's cases pending with the same judge and don't want to be seen as a kook, or as an unethical attorney.

Mr. Kilpatrick now has an alternative method for addressing bank-issued alleged credit card debt. First for small amounts of alleged debt, a simple letter to the bank may suffice. For larger amounts and with the assistance of a CPA, as an expert witness, sending a more forceful letter to the bank. Huge amounts of alleged debt involve filing a civil lawsuit and seeking an injunction. This can be done pro se. However a normal trial attorney who has other clients will most likely stab you in the back.

A company with hundreds of thousands of bank-issued alleged credit card debt most likely has a CPA as their CFO and an attorney on staff or is a corporate officer. Now you are in luck. It is the injunction that separates all other attempts to relieve this debt. The court will be required by law to issue a "contempt of court" ruling against the bank for the failure to provide what was requested in the injunction. The bank is in contempt of court, and there is no way out; the bank's fraud has been revealed.

Your bank-issued alleged credit card debt can be resolved in less than 45 days, because the bank knows what is going to happen. You win.

It's important to note that debt: management, negotiation, settlement, forgiveness or elimination strategies can be complex and may have legal implications. Individuals facing debt issues should consider seeking advice from qualified financial or legal professionals. However, those professionals who have not learned accounting will be at a disadvantage. Your first defense is a good offense and that is with the backing of a Certified Public Accountant. One who knows how to count.



03

Introduction

Welcome to Tommy Kilpatrick's approach to dealing with bank-issued alleged credit card debt by challenging its legitimacy by sending a letter to the bank. According to Kilpatrick, he believes that bank-issued alleged credit card debt may be categorized as an "alleged debt," meaning he suggests it's legally disputable or even unenforceable if handled correctly. Here's a summary of his method:

Avoiding Payment or Collection Harassment: Kilpatrick claims that by mailing a specific letter to the bank, the alleged debtor can avoid or stop all collection efforts, credit report repercussions and have resolution in their favor, in some cases, within 45 days.

Challenging the Bank's Ability to Prove Debt: The strategy rests on the belief that bank-issued alleged credit card companies cannot sufficiently prove that the debt is owed, and if this proof is demanded in court, it may lead to a favorable settlement for the alleged debtor.

Self-Representation Option:

Depending on the amount of bank-issued alleged credit card debt then self-representation is an option. Kilpatrick describes that individuals can file a simple civil lawsuit with the injunction themselves, potentially saving money on legal fees by handling parts of the process independently.



No Trial Strategy: His strategy purportedly results in banks being unable or unwilling to provide the necessary evidence of debt, leading the bank to be in contempt of court. This will force the bank into an immediate settlement favorable to the alleged debtor.

Avoids Bankruptcy: Kilpatrick believes that his strategy relieves the bank-issued alleged credit card debt that may be enough to avoid bankruptcy.

Consultation Offer: Kilpatrick offers consultation, which suggests he may be open to guiding individuals through this approach.

While Kilpatrick presents his views confidently, it's essential to note that such strategies may face legal scrutiny, and outcomes could vary widely depending on jurisdiction and specific circumstances.

[Disclosure: This and only this chapter "Introduction" was CHAT-GBT generated]



04

The Devil's Advocate

"He who asks a question is a fool for five minutes; he who does not ask a question remains a fool forever" Chinese proverb "

"Know the answer to your question before you ask it, and you will never be a fool." Tommy Kilpatrick, [author]

"We all subscribe to preposterous beliefs; we just don't know yet which ones they are." Stacy Schiff

"The truth sinks down when it sinks in."
Anonymous

"Whenever you find yourself on the side of the majority, it's time to pause and reflect." Mark Twain

"The exact opposite of what's generally believed is most often the truth."
Anonymous

"Even if you are a minority of one, the truth is still the truth." Gandhi

"Truth cannot contradict Truth." Pope Leo XII

"The truth is simple. Make it clear, let it stand on its own, and don't get lost in complications." Maharishij

"The truth is rarely what it seems. In fact, the truth is frequently the opposite of what it seems, and the counterintuitive path is often the right one." Anonymous

"The truth never shouts, it speaks to us in whispers." Anonymous

"The truth will set you free." John 8:32

"When you have eliminated the impossible, whatever remains, however improbable, must be the truth." The Sign of Four, Arthur Conan Doyle

"We are never deceived; we deceive ourselves." Goethe



Occam's razor, "The simplest answer is most often correct."

"The most erroneous stories are those we think we know best—and therefore [we] never scrutinize or question [them]." Stephen Jay Gould

"You didn't hear it. You didn't see it. You won't say nothing to no one ever in your life. You never heard it. Oh how absurd it all seems without any proof. You didn't hear it. You didn't see it. You never heard it, not a word of it. You won't say nothing to no one. Never tell a soul what you know is the truth." The Who, 1921 Tommy (rock musical lyrics)

"When you make people think, they will like you; but when you really make them think, they will hate you." Don Marquis

"If you listen to the evidence carefully enough, it will speak to you and tell you exactly what happened. If you don't know what happened, keep listening to the evidence until you do. The evidence always tells the truth. The key is not to allow yourself to be distracted away from seeing what the evidence is telling you." Dr. Judy Wood

If after reading the quotes above and you are going to say, without any evidence, that the bank loaned their customer money on a revolving credit card, owes the money, and will lose in court, then keep drinking the kool-aid (spiked with cyanide) and swallow the Blue Pill.

It's really simple:

- 1) The bank borrows \$10 million from a retirement fund and offers 4.9% return that equates to \$85,000 monthly obligation for 20 years to the retirement fund. This is how the bank obtained the necessary funds to pull off this scam by selling an Asset-Backed Security to the retirement fund.
- 2) The bank keeps \$5 million as profit to be distributed to its shareholders.
- 3) With only \$5 million remaining it is going to take a 20.4% rate of return to make the \$85,000 a month payment to the retirement fund. Does that match the alleged credit card interest rate?
- 4) The bank opens 10,000 "numbered" and yet unnamed free checking accounts. These free checking accounts do not include checks, only a debit card.
- 5) In each account \$500 is deposited. This \$500 is "bait" to lure in a prized fish – You.
- 6) The bank creates 10,000 "Gift Cards" disguised as "Credit Cards" and mails them out to entice their prospective customer to open a free checking account that just so happens not to issue any checks, and requires the customer to use their "Debit Card" (disguised as an alleged "credit card").
- 7) The bank years ago has offered toasters to entice new customers. Some banks will even match the funds you deposited – The bank will give you dollars if you open a new account. In this scheme the bank will give you \$500 as a Gift Card (disguised as a credit card) to open a free checking account to charge you outrageous interest and fees that average \$23.04 a month. This includes the \$8.50 to pay back the retirement fund that was the source of the initial funding. This is pure genius.

8) The bank sends their customer a statement (disguised as an alleged "credit card statement" aka a bill) every month that will charge their customers interest if the customer doesn't deposit the amount of currency of all their purchases made that month.

9) The bank receives an average of \$23.04 in fees per card holder per month. Applying that to the 10,000 customers equals \$230,400 per month on a free checking account! An amount of \$85,000 is the monthly obligation by the bank to the retirement fund that gave the bank \$5 million in instant profit and the \$5 million to fund this scam.

10) If the customer refuses to pay the interest and all the fees, then the bank fraudulently sues their client and wins in court. Because there has been no defense, until now.

I hope this answers the devil.





05

Foreword

You have five choices:

1. Pay your bank-issued alleged credit card debt.
2. Don't pay your bank-issued alleged credit card debt and get: harassed by bill collectors, sued, judgment rendered, collection, liens, debtor's hearings, contempt of court, arrest warrants, forced to reveal all assets, and the nightmare continues for 20 years.
3. Debt Settlement company that will take your payments, not pay the banks, notifies the credit reporting agencies you are in "pre-bankruptcy" and when you miss a payment leaves you open to collection lawsuits, and eventually bankruptcy.
4. Go bankrupt.
5. Don't pay your bank-issued alleged credit card debt, but instead:

Smarter Alternative

- Write a letter to the bank requesting the closing of your free checking account.
- Stop the harassment with one word.
- Never receive a 1099-C from the bank that forces you to pay income tax on the alleged gain (that gives the bank a tax deduction so the bank pays less taxes).
- Have the negative reporting removed from your credit report.
- If necessary, file an injunction by yourself or with a lawyer to stop the bank's collection efforts that may have included threatening a lawsuit.
- Declare victory.

This is NOT theory—this is reality, I have done it and so can you.

The following hypothetical court case is based on my own personal courtroom experience. If you understand it, then I'm happy for you. All I ask is to send me a thank-you. If you go to court, then let me know the name of the court and docket number so I can read what you did. If you don't understand, I can still help you.

A brief story: My dad was a CPA. I was studying to become a CPA and served as the Controller for the Country Club of Rancho Bernardo, essentially doing the work of a CPA without the credential. Over time, I figured out that a bank-issued credit card is not truly a credit card. There is no real debt to the bank. However, there are true credit cards issued by private businesses that provide goods and services to their credit card holders.

Through a charity, I fought the banks for nearly a thousand people to successfully defend themselves against accusations of bank-issued alleged credit card debt. A total of about 20 were sued. I hired learned individuals in the law to prepare the legal paperwork to be reviewed by the alleged debtor. For those debtors unwilling to represent themselves, I hired local attorneys to appear in court. Unfortunately, I have been betrayed by almost every attorney I've hired. They would tell me what I wanted to hear, only to back out when it was time to perform. The stress from this experience became overwhelming, the corruption from attorneys to judges made me sick, and I stepped away for about ten years. Now, I'm back—stronger and more determined. I know I can "win" everytime because I've developed a fool-proof strategy:

If the amount of the alleged debt is small, then just send a letter to the bank. Most likely nothing will happen except that your bank-issued alleged credit card debt will be "forgiven" and you can "forget" about it.

On the other hand, if we are talking \$20,000+, then you can...

Sue the bank civilly and file an injunction for something the bank cannot provide—proof of a debt.

The bank's refusal to comply will put them in contempt of court.

This compels the bank to settle on your terms.

No trial.

No arguments.

No court appearances.

No discovery.

Just a simple, effective solution to resolving the bank-issued credit card debt—that does not exist. And completed in about 45 days.

But first write the letter to the bank and see what happens.

The background features two overlapping circles. The larger circle on the left is a light green color, and the smaller circle on the right is a slightly darker shade of green. They overlap in the middle-right portion of the frame.

06

Act 1 Scene 1

Skit:

A brief comedic scene or a piece of humorous writing, particularly one that parodies

Setting: Courtroom



Characters:

Thomas Fidelis, the defendant's lawyer

Alice Ovis, the defendant

Malum Rippy, the Bank's attorney

Bruce Verax, the CPA expert witness

Judge Dikastís

(Note: look up the names in Latin for the humorous meaning.)

"You have been Lied to, Indoctrinated, and Brainwashed (L.I.B.eral) & Conned into Serving as a slave (Conservative) to think that the plastic card you received in the mail is a bank-issued credit card." Tommy Kilpatrick

Judge Dikastis

"Next case, Bank of America vs. Alice Ovis."



As routine as it could be, this is Judge Dikastis' fifteenth case on a list of forty-four that day. He likes to pack these mundane cases all on one day of the month. This judge is no different than any other judge across all the superior and district courts in America. It's very cut and dry, if everyone plays their part, then everyone can get home a little sooner than later.

Malum Rippy

"Malum Rippy, your Honor, representing Bank of America." Judge Dikastis suppresses a slight chuckle—he knows his Latin. The court reporter smiles at the judge, but keeps punching away silently.

Thomas Fidelis

"Thomas Fidelis, representing Ms. Ovis, and she is present."

Malum Rippy

"Your honor, my client issued a credit card to Ms. Ovis on September 20th, 2013, with a credit limit of \$25,000. She has failed to make the payments and we are seeking \$37,467.13, in addition to the court costs and attorney fees. The Plaintiff rests."

The row of attorneys all waiting their turn are not allowed to read, text, or use their laptops. They all sit in a row, bored to death.

Judge Dikastis

"Okay, Mr. Fidelis, it appears you are going to put on a defense? A defense that her dog ate the credit card bill?"

Thomas Fidelis

"No sir. Yes sir. We did answer the complaint, and my client would like..."

Judge Dikastis

"Councilor, let me ask you a question."

Now the judge seems to be getting serious and a bit annoyed that his routine is about to be disrupted by an attorney obviously out of his league, looks like this is the attorney's first appearance, and he must have been sworn-in last week.

"Do you have a credit card?"

Thomas Fidelis

"Yes sir."

Judge Dikastis

"Do you use the credit card?"

Thomas Fidelis

"Yes, sir."

Judge Dikastis

"Do you receive a bill at the end of every month for the purchases on that credit card?"

Thomas Fidelis

"Yes sir."

Judge Dikastis

"And what would happen if you didn't pay your credit card bill?"

Thomas Fidelis

"I would be harassed day and night by debt collectors. The bank may file a complaint, I would be served, if I didn't respond, it would result in a default judgment, and if I did respond, then I would be here in court in front of you."

Judge Dikastis

"Exactly."

You could see the joy and the pride extruded out of the face of Judge Dikastis. Now the face changed to anger, the swollen blood vessels appear above his eyebrows, the face full of blood, and you could see how the judge was attempting to hold back his contempt and disgust. His breath exhaled loudly, felt a bit of resolve and decided to take on a paternalistic demeanor.

"Son, I can see here from your bar number that this must be your first case. Am I right?"

Thomas Fidelis

"Yes sir, this is my first....".

The sitting attorneys' eyes meet and roll as they shake their head going down the row. What a shame.

Judge Dikastis

"If you proceed with this, then I will entertain sending a letter informing the bar that you have deceived your client, swindled money from her, responded to the complaint with an asinine defense, violated your vow of ethics, and clearly stating that I want to see you disbarred. Do you understand me, son?" in a condescending tone.

Thomas Fidelis

"Yes sir, this is pro bono," followed with a hard swallow.

The judge couldn't help himself, he exploded with...

Judge Dikastis

"...I DON'T..." he paused as if to edit out the swear word and then a much softer tone ... "care."

Thomas Fidelis

"Your Honor..."

his hands are giving away his nervousness by the shaking of the paper he is holding and begins to read.

..."while the phrase presumption of innocence is not in the Constitution, the Fifth and Fourteenth Amendments both touch on due process. Due process generally means that the government cannot deprive you of your freedom or property that is based on a principle of rules and procedures. It is understood that your right to be presumed innocent until proven guilty is a fundamental element of due process. In that sense, it is a constitutional right, even if it is not directly addressed. It has since been backed up firmly in numerous court rulings, such as Coffin C-O-F-F-I-N vs. United States in 1895."

Judge Dikastis

In a resigned voice, "Okay, let's see where this goes."

Thomas Fidelis

"Your honor I would like to call my first witness, Bruce Verax."

The sound of a seat flapping and an elderly man with thinning gray hair forming a horseshoe around his balding head rises. His off-the-rack suit contrasts sharply with the tailored attire of the attorneys he passes.

Mr. Verax is sworn in and sits down.

Thomas Fidelis

"Mr. Verax, what is your profession?"

Bruce Verax

"I am a Certified Public Accountant."

Thomas Fidelis

"How long have you been a CPA?"

Bruce Verax

"Forty..."

as his eyes look up and to the left to recall and calculates

"...seven years come April."

Thomas Fidelis

"Do you have any experience as a bank employed CPA?"

Bruce Verax

"Yes, I have worked as an independent auditor for nearly all the banks, with a speciality in their division of securities and investments."

Thomas Fidelis

"Have you testified in court as an expert witness?"

Bruce Verax

"Yes, for about the past thirty years or so." Mr. Fidelis reaches for the CPA's three page CV, and provides a copy to the Plaintiff's attorney and to the bailiff that hands it to the judge.

Thomas Fidelis

"Your honor, and with stipulation from Mr. Rippy, I would like to ask the court to deem Mr. Verax as an expert witness."

Judge Dikastis

"Without objection? So be it," in a monotone voice of boredom.

Thomas Fidelis

"Mr. Verax, would you please explain to the court and to Mr. Rippy how you have come to a theoretical conclusion that Ms. Ovis' bank, and I want to emphasize the word BANK-issued alleged credit card does not exist, there was never a loan to my client, or a debt owed to the bank."

Some courtroom spectators shift in their seats, already lost or disinterested.

Bruce Verax

"To begin, let's define accounting—the foundation of my profession. The term 'accounting' refers to the act of counting in a consistent, sequential order using unique symbols and sounds."

He pauses to drink water and adjusts his glasses.

"We use nine distinct symbols and sounds, but we also use a circle representing nothing. Yet, there is something—a pencil mark—denoting nothing. This nothing, the zero, is not a digit, not a finger to count on, but the glue that holds the numbers together."

Thomas Fidelis

"Glue, what do you mean?"

Bruce Verax

"If you have ten, then the zero is stuck next to the one, so that it represents ten, not one. If you have 101, then the zero is the glue that is between the two ones. If it didn't stick, then it would be 11. In my first class at Arizona State University, Accounting 101, we were taught what accountants do."

Thomas Fidelis

"And what is that?"

Bruce Verax

"We count."

A few people following this case in the gallery laughed.

Thomas Fidelis

"When the judge asked me if I had a credit card and I responded with a yes, was my answer correct?"

Bruce Verax

"You were incorrect, you do not have a store-issued credit card. You have a bank-issued alleged credit card, but that question was out of sequence."

Thomas Fidelis

"Mr. Verax, would you please start at the beginning."

Bruce Verax

"Here are copies from the Arizona State Retirement System website showing that it currently has an investment of \$10.361 million in Asset-Backed Securities with an expected rate of return of 4.9%."

Thomas Fidelis

"Your Honor, I would like to submit these as Defendant's Exhibit Number One," while handing one to the bailiff and one to plaintiff's counsel.

Judge Dikastis

"Without objection, so entered," drones the judge.

Reaching for his notes from the Defendant's table.

Thomas Fidelis

"For example, Bank of America (BoA) would sell an Asset-Backed Security for \$10 million to Arizona State Retirement System, the teachers retirement fund, is that possible?"

Bruce Verax

"Yes, but in simpler terms, BoA borrows \$10 million from the retirement fund and agrees to pay them back with 4.9% as interest. In my personal experience as an auditor, BoA moves \$5 million into the shareholder's equity side of the balance sheet. BoA takes that \$5 million as an instant profit"

Thomas Fidelis

"What would be the reason for that?"

Bruce Verax

"The bank is compelled by its shareholders to make a profit, and what better way than to take an immediate profit on the borrowed funds."

Thomas Fidelis

"Mr. Verax, have you ever heard the phrase "Follow the Money?"

Bruce Verax

"Yes."

Thomas Fidelis

"Would you please come over here to this whiteboard and help us follow the money?"

The audience takes note and watches as the CPA approaches the whiteboard with a red and a black marker.

Mr. Verax draws a stick figure in black and says.

Bruce Verax

"Here is one school administrator. She earns \$83,333 a year and pays 12% into her retirement fund. That's \$10,000. Multiply that by 1,000 employees, and you have \$10 million. This amount is counted by the retirement fund and placed in the teacher's investment account."

Holding up the red marker, he draws an arrow to the right and sketches a simple building resembling a bank in red. He writes, "Shareholder's Account," in red and with the black marker, he writes "Asset-Backed Security Account."

"BoA borrows \$10 million, which is transferred from the teacher's account into BoA. The \$10 million is divided in two: \$5 million is put into BoA's Shareholder's Account using the red pen, and the remaining \$5 million is placed in the Asset-Backed Security Account using the black pen. The bank owes the retirement fund \$10 million plus interest at 4.9%, which totals \$85,208 per month over the next 20 years. But BoA doesn't have \$10 million; it only has \$5 million. To make the \$85,208 payment, it has to invest \$5 million at an interest rate of 20.4% over the next 20 years. But there's only one problem..." The CPA returns to his seat.

Thomas Fidelis

"What is the problem?"

Bruce Verax

"How does the bank generate \$85,208 every month for 20 years to pay back this loan?"

Thomas Fidelis

"Banks earn interest on loaning out the \$5 million deposited, correct?"

Bruce Verax

"No. Banks, by federal law, are not allowed to loan out their reserves."

Thomas Fidelis

"Reserves?"

Bruce Verax

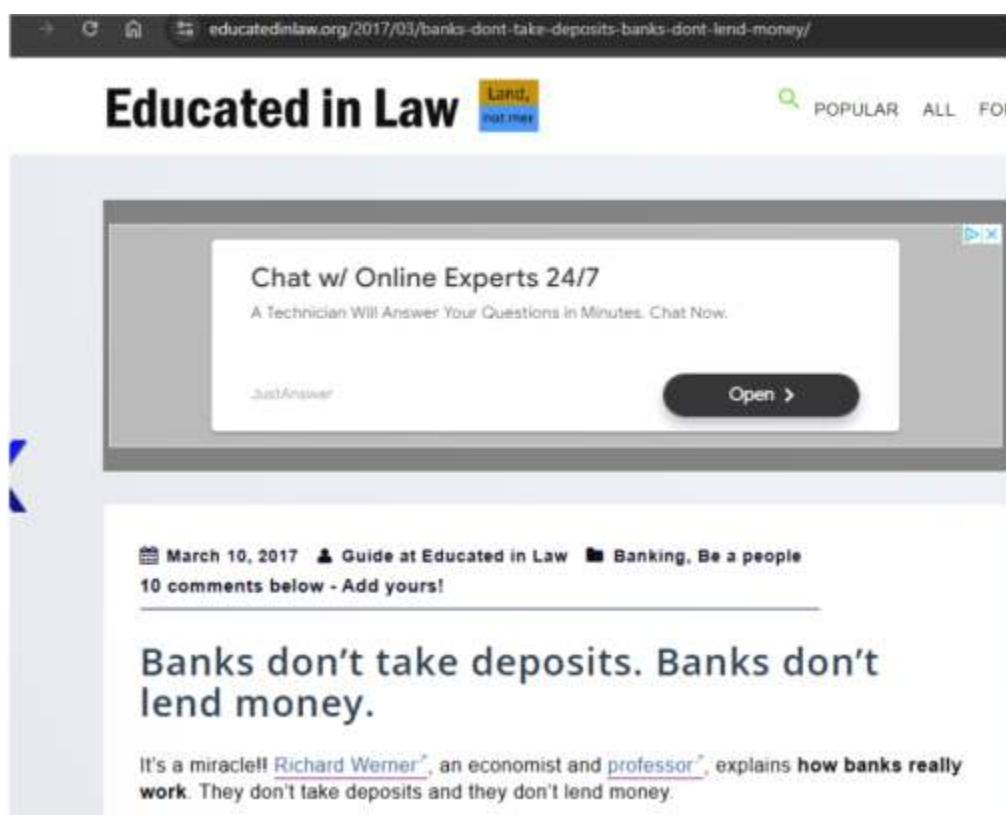
"It's a fancy term for the currency—the bank's assets, profits and their customers' so-called deposits."

Thomas Fidelis

"You must be mistaken. I go to a bank to get a car loan. The bank takes some of the money from their depositors and puts it into my account. Then I can write a check for the car."

Bruce Verax

"First of all, you are mistaken for using the word 'money.' Article 1, Section 10 of the U.S. Constitution states that money is gold and silver. Since we do not use gold and silver, our medium of exchange is not money, but rather currency, cash, or Federal Reserve Note dollar bills. We are only passing 'bills' or I O U's to each other. Just do a search on Google, and you will find this... (He holds up several copies.) ... Banks don't lend money.



Thomas Fidelis

"Your Honor, I would like to submit this as Defendant's Exhibit Number Two."

Judge Dikastis

"Without objection, fine," mumbles the judge, annoyed by this time-consuming charade.

Thomas Fidelis

"Mr. Verax, the first four words say, 'Banks don't take deposits.' Is this what you meant by so-called deposits?"

Bruce Verax

"Yes, the bank does not deposit your currency. Rather, the customer's currency is considered a loan to the bank—a debt obligation, from the bank's point of view. The bank does not own these dollars and has no rights to profit from it. In addition for a loan to be legal, the borrower must sign a promissory note.

Thomas Fidelis

"And do you have evidence of this?"

Bank Deposits—How They Expand or Contract

Let us assume that expansion in the money stock is desired by the Federal Reserve to achieve its policy objectives. One way the central bank can initiate such an expansion is through purchases of securities in the open market. Payment for the securities adds to bank reserves. Such purchases (and sales) are called "open market operations."

How do open market purchases add to bank reserves and deposits? Suppose the Federal Reserve System, through its trading desk at the Federal Reserve Bank of New York, buys \$10,000 of Treasury bills from a dealer in U.S. government securities.³ In today's world of computerized financial transactions, the Federal Reserve Bank pays for the securities with an "electronic" check drawn on itself.⁴ Via its "Fedwire" transfer network, the Federal Reserve notifies the dealer's designated bank (Bank A) that payment for the securities should be credited to (deposited in) the dealer's account at Bank A. At the same time, Bank A's reserve account at the Federal Reserve is credited for the amount of the securities purchase. The Federal Reserve System has added \$10,000 of securities to its assets, which it has paid for, in effect, by *creating* a liability on itself in the form of bank reserve balances. These reserves on Bank A's books are matched by \$10,000 of the dealer's deposits that did not exist before.

It does not really matter where this money is at any given time. The important fact is that *these deposits do not disappear*. They are in some deposit accounts at all times. All banks together have \$10,000 of deposits and reserves that they did not have before. However, they are not required to keep \$10,000 of reserves against the \$10,000 of deposits. All they need to retain, under a 10 percent reserve requirement, is \$1,000. The remaining \$9,000 is "excess reserves." This amount can be loaned or invested. See illustration 2.

If business is active, the banks with excess reserves probably will have opportunities to loan the \$9,000. Of course, they do not really pay out loans from the money they receive as deposits. If they did this, no additional money would be created. **What they do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transaction accounts.** Loans (assets) and deposits (liabilities) both rise by \$9,000. Reserves are unchanged by the loan transactions. But the deposit credits constitute new additions to the total deposits of the banking system. See illustration 3.

Bruce Verax

"Yes. Any accounting student has to learn how banks operate. The Federal Reserve Bank issued this manual called, Modern Money Mechanics. On Page six it states this:"

Thomas Fidelis

"Would you please explain this in layman's terms?"

Bruce Verax

"Before a loan is given, the borrower must sign a promissory note. A written document that promises to pay the bank a certain amount each and every month for a certain amount of time."

Thomas Fidelis

"If my client, Ms.Ovis, never signed a promissory note, then did she get a loan from the bank?"

Bruce Verax

"No."

Thomas Fidelis

"Your Honor, I would like to submit this as Defendant's Exhibit Number Three."

Judge Dikastis

"Without objection, so entered."

Thomas Fidelis

"How does BoA pay its \$85,208 monthly obligation to the Arizona retirement fund after profiting immediately from \$5 million out of the \$10 million it borrowed?"

Bruce Verax

"I am not familiar with any legal way to receive a 20.4% rate of return for 20 years, and it to be guaranteed."

Thomas Fidelis

"Is there another way?"

Bruce Verax

"Make the customer pay for using their free checking account, which doesn't provide any checks."

Thomas Fidelis

"How would the bank get such foolish customers?"

Bruce Verax

"One way is to give out free stuff, like a toaster or even currency to attract them as customers. In my own experience, a local bank advertised for me to open a savings account with a minimum \$25 deposit, and in 90 days, the bank would match it. On day 91, I took out \$50, closed the account, and said thank you."

Thomas Fidelis

"Mr. Verax, did you owe the bank \$25, in the amount they gave you?"

Bruce Verax

"No. The important word is gave."

Thomas Fidelis

"Was that a gift?"

Bruce Verax

"Absolutely. BoA did the same thing through their affiliates: Visa, MasterCard, American Express, and all the others. To get new customers, BoA opened 10,000 numbered, unnamed free checking accounts with \$500 in each, totaling \$5 million. The \$5 million was actually the advertising budget to gain new account holders. However, most people would see it erroneously as a loan through the bank's deceptive advertising."

Thomas Fidelis

"But these were not loans, correct?"

Bruce Verax

"That's correct. In my expert opinion, these gift cards are advertising and promotional tools. These 10,000 \$500 gift cards were issued and sent out to the unsuspecting public. BoA told the public that if they used the BoA-issued alleged credit card, then they had to agree to the terms and conditions, as if it were a loan. But that is not true. BoA deceived these people into thinking they were getting a loan, when in fact, they were receiving a promotional gift card."

Thomas Fidelis

"Your Honor, I would like to submit Defense Exhibit Number Four, Takhar v. Gracefield Developments Ltd. (2019). The Supreme Court upheld the principle that 'fraud unravels all.' The Defense asserts that any alleged contract between BoA and my client is null and void, as BoA failed to disclose the following: 1) the bank issued Gift Cards disguised as credit cards; 2) the bank by law can not loan out currency; and 3) deceived the public to open a free checking account, without disclosure and to pay obscene interest rates, late fees, annual fees, bank transfer fees, cash advance fees, and over-the-limit fees on their own deposited currency and defrauded my client."

Judge Dikastis

"Without objection," the judge drones, clearly irritated.

Thomas Fidelis

"In your expert opinion, what is the motivation by the bank to commit an alleged fraud?"

Bruce Verax

The drive for profits, which it distributes to its shareholders.

Thomas Fidelis

"So, let me summarize your testimony so far about any bank, and in particular, Bank of America (BoA):

1. It has a drive for profits, which it distributes to its shareholders.
2. It borrowed dollars through the sale of a security called an Asset-Backed Security.
3. Ten million dollars arrived at Bank of America. The money is counted and placed into two accounts: one for the bank's shareholders, and one for an Asset-Backed Security account for the purchases made by the new customers to the merchants using a Gift Card, disguised as a credit card.
4. If the amount in the Asset-Backed Security account is \$5 million, then BoA could create 10,000 numbered free checking accounts, represented by the 16 digits on these pieces of plastic [pointing to a bank-issued alleged credit card], placing \$500 into each account from the Asset-Backed Security account. These free checking accounts would not yet have a name associated with them.
5. These gift cards are mailed out to targeted people, who are encouraged to use the card without a contract. Through deception and fraud, it convinces members of the public that they have obtained a bank-issued credit card. Is that correct?"

Bruce Verax

"Yes."

Thomas Fidelis

"So when Judge Dikastis asked me if I had a credit card, and I responded with a yes, was I in error?"

Bruce Verax

"Yes, you were in error."

Thomas Fidelis

"How so?"

Bruce Verax

"A true Credit Card is not created by a bank, but would be issued by a merchant or a service provider, such as a tire store to their customer. The customer is taking a product from the merchant or a service that was provided to the customer, in this case both. The tire store mounted new tires on the customer's car, and the customer didn't pay for the tires or the service. The customer received an invoice that notes the products sold, and, or the services provided at the time of the purchase. But, since the store gave a credit card to their customer, the customer didn't have to pay upon delivery. The merchant believed that their customer would pay them back, hence the Latin word cred, which means "to believe" that becomes our word-credit."

Thomas Fidelis

"If you ask for an invoice from the tire company, will they be able to provide you with a copy?"

Bruce Verax

"Yes."

Thomas Fidelis

"And if it is unpaid, then you still owe the debt to the tire store?"

Bruce Verax

"Absolutely."

Thomas Fidelis

"Would it be wrong not to pay your true credit card bill that comes in the mail?"

Bruce Verax

"Yes, emphatically, I, you, your client, the judge, and everyone who can hear me, you must pay your credit card bill for products and services you received and didn't yet pay for them."

Thomas Fidelis

"Can a bank issue a credit card?"

Bruce Verax

"No. A bank does not offer to sell me, in this example, their tires and mount them on my car, nor does the bank give me a period of time with my promise to pay them back. Therefore it is impossible for a bank to issue me a true credit card."

The defense lawyer holds one of his bank-issued alleged credit cards.

Thomas Fidelis

"How can you tell the difference between a real credit card and a fake one?"

Bruce Verax

"Look on the back, it will tell you if it was issued by a bank. Look at your Walmart, Costco, Home Depot, Target store-issued alleged credit card. If it is by a bank, then it is a fake. It is a bank-issued alleged credit card. You owe nothing."

Thomas Fidelis

"And a bank, by law, can not loan out its reserves?"

Bruce Verax

"That is correct," said the CPA, then taking another drink of water.

Thomas Fidelis

"Mr. Verax, if a tire store issues a credit card, and it doesn't say 'Bank of America', for example, on the back, am I obliged to pay the store-issued credit card bill at the end of the month?"

Bruce Verax

"Absolutely."

Thomas Fidelis

"So Mr. Verax, what you are implying is:

1. You are obligated to pay a true credit card, and
2. You are not obligated to pay a bank-issued alleged credit card?"

Bruce Verax

"Yes, that is what I am saying."

The lawyer holds up his BoA issued credit card again.

Thomas Fidelis

"If this is not a true credit card, then what is it?"

Bruce Verax

"A gift card or a debit card."

Thomas Fidelis

"The difference?"

Bruce Verax

"It would be a gift card if it just arrived in the mail, or it is a debit card after the recipient made what you and everyone else believes made their first payment to their bank-issued alleged credit card bill."

The lawyer holds up his BoA issued credit card again.

Thomas Fidelis

"Mr. Verax, here is a credit card, it says it right here..." pointing to the words, "credit card". "So what you are saying is that this bank-issued alleged credit card is the same as this (pulling from his wallet) debit card?"

Bruce Verax

"Yes, if the bank customer made at least one so-called deposit into their bank-issued alleged credit card account, that is in fact a free checking account that doesn't print checks to use. The customer can only use their debit card to access their funds held in trust by the bank."

Thomas Fidelis

"You mean, made at least one payment?"

Attempting to correct the CPA.

Bruce Verax

"No, a payment would be to repay a debt, the bank customer does not make payments to their bank-issued alleged credit card account, but in fact is making so-called deposits into their BoA free checking account that doesn't issue checks. The customer can only use the card. Therefore it is a debit card."

Thomas Fidelis

"Mr. Verax, If I give you a gift, do you have to pay me back?"

Bruce Verax

"No."

Thomas Fidelis

"Mr. Verax, If BoA gives me a gift card, do I have to pay them back?"

Bruce Verax

"No."

Thomas Fidelis

"If I give you a gift, with strings attached, then is it a gift?"

Bruce Verax

"No."

Thomas Fidelis

"If you have deceived me, withheld information, and committed fraud, am I still obligated to your terms and conditions?"

Malum Rippy

"Objection. The witness is testifying out of his expertise."

Judge Dikastis

"Sustained."

Thomas Fidelis

"Mr. Verax, please continue with your sequence after the bank mails out what you contend is a gift card."

Bruce Verax

"Remember, the bank has to get a 20.4% return on the \$5 million passed out as gift cards to pay their obligated \$85,200 every month. If 10,000 card holders on average each pay just \$8.52 in interest and bank fees, then it becomes \$85,200 per month. This is achieved at the end of the month by what appears to be a bill sent out to all the bank-issued alleged credit card holders."

Thomas Fidelis

"When the judge asked me if I receive a bill at the end of every month for the purchases on my credit card? Was I wrong to say "Yes sir."

Bruce Verax

"Yes, you were wrong. You do not receive a bill for goods or services that were provided by the bank. The bank did not provide goods and services, therefore the bank could never invoice you for goods and services you never wanted, requested, ordered, or received."

Thomas Fidelis

Mr. Fidelis pauses, to look at his notes and continues.

"Most people believe when a bank-issued alleged credit card bill arrives in the mail, if they had purchased something, then they owe the money, and have to pay it, is that correct?"

Bruce Verax

"Yes, but we have been lied to, indoctrinated, and brainwashed into thinking it is a bill, or a debt, when in fact it was not."

Thomas Fidelis

"What arrives in the mail every month?"

Bruce Verax

"A statement."

Thomas Fidelis

"Would you please define the word statement?"

Bruce Verax

"A statement according to the dictionary is defined as: 2. An abstract, usually itemized of a financial account. A bill. But an accounting definition of the word "statement" is: A document that summarizes the financial details of an account during a given period. It is NOT a bill."

The defense lawyer reaches for an example.

Thomas Fidelis

"Is this bank account statement of my regular free checking account a bill?"

Bruce Verax

"No."

Thomas Fidelis

"What is a statement?"

Bruce Verax

"A statement is only an assertion, a declaration within a certain point in time made by one party to another."

Thomas Fidelis

"Are all declarations and assertions in the statements we receive true and accurate?"

Bruce Verax

"No."

Thomas Fidelis

"Please explain."

Bruce Verax

"I had a client recently that asked me to watch over the new accounts payable (AP) clerk. Her first day, she opens her first letter and it's a statement that says her company owes \$1,000,000 on Invoices #101 to #110. She begins to write out a check. I stopped her, and said 'you were hired because the last AP clerk was fired for not following instructions, Never, Never, Never pay from a Statement. You only pay from an invoice, and before you pay from an invoice, it must have been already verified and accepted as a true and accurate bill. How do you know these invoices weren't already paid last week?"

The CPA continues his story, "I asked the new hire, 'what if 9 of these 10 invoices were already paid by the previous clerk, and all the company owes is \$10 for an over freight charge on Invoice #110, then you would have written out a million dollar check for only a \$10 debt. You must match up the statement with an unpaid pre-authorized invoice."



Thomas Fidelis

"Mr. Verax, what is an invoice?"

Bruce Verax

"The origin means a message or an envoy. 1. An itemized list of goods shipped to a buyer or services rendered, stating quantities, prices, fees, shipping charges, etc., often with a request for payment. For example, I go to Home Depot with a newly bank-issued alleged credit card; that I would call a gift card. I use all \$500 on the card to purchase a toilet. As I check out, I am given an invoice, showing all the items purchased, the tax, etc., commonly called a receipt"

Thomas Fidelis

"Was Home Depot paid?"

Bruce Verax

"Yes, that night or the next day."

Thomas Fidelis

"Did you obtain receipt of payment in full?"

Bruce Verax

"Yes."

Thomas Fidelis

"Who owns the toilet purchased from Home Depot?"

As Mr. Verax shifts in his chair, gets another drink of water.

Bruce Verax

"Me. The bank-issued alleged credit card holder. I used my gift card to purchase the toilet."

Thomas Fidelis

"Will you receive an invoice with a demand for payment from Home Depot?"

Bruce Verax

"No."

Thomas Fidelis

"Will you receive an invoice with demand for payment from Visa?"

Bruce Verax

"No, however I will receive a statement of which merchant I visited, the date, and the amount of my gift money that was spent, so I can verify if it is correct."

Thomas Fidelis

"How did BoA obtain the currency to pay Home Depot?"

Bruce Verax

"Remember BoA borrowed \$10 million through the sale of an Asset-Backed Security. BoA kept \$5 million as profit and put \$5 million into free checking accounts with \$500 each. Then issued \$500 Gift Cards to the public to spend, in this case, at Home Depot. BoA deceived the public into opening a free checking account. Each customer of BoA pays on average \$23.04 per month for a free checking account that doesn't provide checks, only a debit card (disguised as a credit card). The \$23.04 is additional profit and also fulfills their monthly obligation for the original \$10 million loan to the retirement fund. A brilliant deception."

Thomas Fidelis

"When you received the statement in the mail from BoA for your alleged credit card, and let's say you did pay the \$500, thinking it was a bill, where did BoA put your \$500?"

Bruce Verax

"In the original unnamed, yet numbered account that began as a gift card account, but once I transferred dollars to BoA, then the free checking account now has my name attached to it. This alleged 'payment' is in reality a so-called deposit."

Thomas Fidelis

"Who owns the money, no, let me correct myself, who owns the currency in the account?"

Bruce Verax

"I do. It's my currency that I put in trust with the bank for my future purchases."

Thomas Fidelis

"In this example, do you always have to keep a \$500 balance in your free checking account that is erroneously constructed as a bank-issued credit card account?"

Bruce Verax

"No. But if I don't, then BoA calculates interest on the difference and makes me think it is a loan, when it never was."

Thomas Fidelis

"When Judge Dikastis asked me if I paid my Visa bill, and I responded with a yes, was I wrong?"

Bruce Verax

"Yes, you were wrong. You wrote a check and paid the statement amount because you thought it was a bill, like the new accounts payable clerk in my previous example. You paid, under duress, because you didn't want a late fee, interest accrued, mess up your credit score/report, or to become a victim of the bank's use of the courts. You made a so-called deposit into your free checking account that has no checks. If you were informed that there is no bill and there is no interest, then it is up to you, the customer, to decide whether to add more funds to your free checking account, which happens to have no checks, but only a debit card to access their funds."

Thomas Fidelis

"Mr. Verax, when a bank-issued alleged credit card holder pays the interest, late fees, etc., in whose account does that currency go into?"

Bruce Verax

"Part of the profit goes to the Asset-Backed Security account and sent to the teacher's retirement account every month for 20 years. After that it is pure profit for the bank."

Thomas Fidelis

"In your expert opinion does my client, Ms. Ovis, have a debt with the bank?"

Bruce Verax

"No."

Thomas Fidelis

"Is it possible that my client was ever late or overdue of a payment to her bank-issued alleged credit card account?"

Bruce Verax

"No."

Thomas Fidelis

"If BoA submitted derogatory remarks to the credit reporting agencies that lowered my client's credit resting, was that an error?"

Bruce Verax

"Yes, and all derogatory items should be immediately removed from your client's credit report."

Thomas Fidelis

"There was a \$2,774.36 balance prior to the bank's closing my client's free checking account, does the bank owe my client \$2,774.36?"

Bruce Verax

"Yes."

Thomas Fidelis

"That's all. Your witness"

Now the Plaintiff's attorney stands up.

Malum Rippy

"Mr. Verax you sound like a crackpot and a conspiracy theorist."

Bruce Verax

"Is that so?"

Malum Rippy

"Everyone knows that a credit card is not a gift card, and you have to pay for the goods and services you receive. This credit card is called revolving credit. It is a loan, correct?"

Bruce Verax

"No. Where are the invoices of the goods and services provided by the bank? Where are the loan documents that bind me to the terms and conditions? Where is the promissory note that I was to have signed? Where is the contract?"

Malum Rippy

"Everyone knows it was in the application, is that correct?"

Bruce Verax

"NO. An application is only a request. Every time I have gone to the bank for a loan, I must fill out an application. Only if I am accepted, then I have to fill out loan documents, provide evidence of my ability to pay it back and any proof of collateral. Finally I have to sign a promissory note.

In addition I receive 'disclosures'. Where are the disclosures that: 1) the bank borrowed the dollars and placed \$500 in a numbered free checking account; 2) the bank by law can not loan out currency; 3) the bank deceived the public to open a free checking account and pay obscene interest rates and fees on their own deposited currency?"

Realizing he cannot shake this witness, he gives up.

Malum Rippy

"Your Honor, no further questions."

Judge Dikastis

"Redirect?" spoken with exasperation by the judge.

Thomas Fidelis

"Yes your Honor. Mr. Verax, let me summarize the second part of your testimony.

BoA solicits the public by sending out lots of gift cards knowing that it appears to be junk mail, free money, and it's too good to be true, in essence, an advertising scheme.

If a person uses the gift card, then what appears in the mail is a bill, but it is a statement, not a bill.

If a person receives a statement from their normal checking account, that is not considered a bill, because it is only a list of transactions pertaining to their checking account.

If a person fails to make a so-called deposit to their bank-issued alleged credit card free checking account that issues no checks, then they will be harassed by the bank's collections departments, sold to debt collectors, and could end up here in court with a presumed guilt and most likely a judgment against them.

The bank charges huge amounts of interest, late fees, etc. to gain enough currency to pay the teacher's retirement Asset-Backed Security obligation and make an obscene amount of profit.

6. Bottom line, there was no debt and my client owes BoA nothing.

Is that correct?"

Bruce Verax

"Yes."

Thomas Fidelis

"You're excused. My next witness, maybe a hostile witness, is the Plaintiff's attorney, Mr. Rippy, I call to the stand."

Rippy with a surprised and stunned expression, leads to amusement, and thinks back of the Scopes monkey trial bringing on the opposing counsel. He thinks this could be real fun.

Malum Rippy

"No objection, your Honor."

Thomas Fidelis

"Mr. Rippy, I have a legal question for you. Hypothetically, the police arrest your loan shark. They have his book, which shows that you owe the loan shark one million dollars that you borrowed and didn't pay back. Do the police come to your house, demand payment, take your money, and pay back the loan shark while he is in jail?"

Malum Rippy

"No, that would be absurd."

Thomas Fidelis

"You received a gain, a million dollar gain that you didn't have to pay back. Why don't you owe it?"

Malum Rippy

"The law and the courts do not recognize illegal activity and the court will not sit in judgment between two criminals committing criminal acts."

Thomas Fidelis

"Mr. Rippy, you are here with the contention that my client received a loan that she didn't pay back, correct?"

Malum Rippy

"Yes."

Thomas Fidelis

"If your client defrauded my client into thinking a promotional gift card was a loan, then are you the bully sent to collect an illegal sum of currency from my client?"

Malum Rippy

"NO."

Thomas Fidelis

"Did your client borrow \$10 million, sold as an Asset-Backed Security?"

Malum Rippy

"I don't know."

Thomas Fidelis

"Where did your client get the \$100 billion that is the portion of the bank-issued alleged credit card debt of \$1.17 trillion?"

Malum Rippy

"I don't know."

Thomas Fidelis

"You made an accusation that your client, BoA loaned \$25,000 to my client, did my client sign a promissory note for this alleged loan?"

Malum Rippy

"I don't know."

Thomas Fidelis

"Did your client provide you with any loan documents that my client, Ms. Ovis, read and signed?"

Malum Rippy

"No"

Thomas Fidelis

"Do you have any witnesses from BoA that will testify today that will swear to the truth, the whole truth, and nothing but the truth, that BoA loaned Ms. Ovis \$25,000?"

Malum Rippy

"No."

Thomas Fidelis

"Do you have a signed notarized affidavit from anyone from within the BoA that states that Ms. Ovis owes \$37,467.13?"

Malum Rippy

"No."

Thomas Fidelis

"Do you have any invoices of goods or services provided by BoA that totals \$37,467.13?"

Malum Rippy

"No."

Thomas Fidelis

"So the Plaintiff has no invoices, no affidavit of debt, and no witness to testify that my client has a debt, is that correct?"

Malum Rippy

"Yes, that is correct."

Thomas Fidelis

"If BoA did loan \$25,000 to Ms. Ovis, and if it is against the law to have loaned Ms. Ovis \$25,000, then the bank would have broken the law, correct?"

Malum Rippy

"Yes."

Thomas Fidelis

"If BoA deceived my client into thinking that the \$500 gift card advertising gimmick was a loan, then what would that be called?"

Malum Rippy

"Fraud."

Thomas Fidelis

"Is fraud an illegal act?"

Malum Rippy

"Yes."

Thomas Fidelis

"You are the plaintiff's attorney?"

Malum Rippy

"Yes."

Thomas Fidelis

"An officer of this court?"

Malum Rippy

"Yes."

Thomas Fidelis

"Are you aiding and abetting a crime to extort \$37,467.13 and in addition the court and attorney fees from my client?"

Malum Rippy

"Your honor, ethics demand that I resign as the BoA's attorney."



07

EPILOG



ONE

I don't need to hear the narrative, "I got the credit card, I used the credit card, I agreed to the terms and conditions by using the credit card, if I don't pay I will get sued, and lose."

I got it. You have been lied to, indoctrinated, and brainwashed. You are just going to feed me what was fed to you by the bank-sters. Stop and have an independent thought.

If you are going to disagree with me, fine. But start with the facts. Where am I wrong on the facts? I am open to new facts, to my incomplete facts, to my outdated facts. Give me facts and your source so I can verify your facts, before it becomes my facts.

TWO

If we can agree on the facts, then disagree with my logic; the step by step process; the cause and effect. Tell me where I am wrong, and then tell me what the correct step is that I missed. What are the other causes that I don't know about that are making an effect that we see?

THREE

If we agree on the facts and the logic, then disagree with my conclusion. Tell me that banks are honest, have a history of telling the truth, and would never deceive me in their drive for profits. Tell me the banks have morals and values. Tell me a different conclusion that fits every fact and every cause and effect better than my conclusion.

You may not like the conclusion that people are "getting away from not paying their bank-issued alleged credit card debt." It makes you mad if someone else is getting an advantage, and you are not. I find most people are "Ice Cold Monkeys." Watch a short video on YouTube, search "step ladder monkey experiment." Whenever I get resistance I usually get the response, "well, we just don't do it that way." I immediately think and sometimes say, "Ice Cold Monkeys," and leave it at that.



If you still disagree with me, then answer these questions.

FACTUAL ERRORS

Is there a difference between a true store-issued credit card and the bank-issued alleged credit card?

Do Asset-Backed Securities exist?

Are bank-issued alleged credit card debts within the definition of an Asset-Backed Security?

Can a bank borrow currency?

Do banks loan out their reserves?

Is accounting the act of counting?

What is the difference between money and currency?

Can you open a free checking account without giving the bank your currency?

When did the bank first count your currency in this alleged credit card scheme?

Do companies give away items/cash, or discounts to get you as a new customer?

Are there offers for you to apply for a bank-issued alleged credit card?

Did you create this scheme and foist it upon the bank?

If you apply for a loan, and if you are approved, do you automatically get the loan?

If you apply for a loan, and if you are approved, do you have to fill out loan documents?

Does the bank demand some sort of collateral that will insure the repayment of the loan amount issued?

What was the collateral that you risked when you obtained the so-called revolving credit that insures the bank's stockholders that you will repay this so-called loan?

Do you think the shareholders want their bank to loan their money to you who is unable to pay it back?

Did you sign loan documents for the bank-issued alleged credit card?

Did you sign a promissory note?

Did the bank-issued alleged credit card holder receive disclosure statements from the bank prior to the so-called loan?

Were the "disclosures" by the bank admitting there was never a loan of any amount?

LOGICAL ERRORS

Did you receive a promotional gift card that was erroneously called a bank-issued alleged credit card?

If you receive a gift, then do you have to pay it back?

Did you use the bank-issued alleged credit card?

Did you receive a receipt from the merchant that shows payment in full?

Was the merchant paid?

Do you owe the merchant anything?

If the bank-issued alleged credit card company used your deposited currency to pay the merchant, then do you owe the bank any additional currency?

How is this any different than a free checking account, without any checks, and only being able to use your "Debit Card" (disguised as a credit card)?

Do you expect your bank to pay the merchants with your own money when you write a check or use your debit card?

CONCLUSION ERRORS

What do you receive every month from your bank-issued alleged credit card company?

What is a statement in an accounting sense?

Do you receive a bank statement every month for your normal checking account?

Is that normal checking account statement a bill?

Do you receive an invoice from your bank-issued alleged credit card?

Is it good advice to pay from a statement, without an invoice that details the alleged debt?

What happens if you choose Not to refill your bank-issued alleged credit card bank account, that is in fact a free checking account that provides no checks, by the end of the month?

Are you charged interest?



08

Follow the Money

An Arizona teacher has 12% deducted from her monthly wages to be put into her retirement fund. \$1K

10,000 teachers times \$1,000 is \$10 million placed in the Arizona retirement fund. \$10M

Bank of America (BoA) borrows \$10 million from the Arizona retirement fund that purchases an Asset-Backed Security (ABS). \$10M

BoA received the currency. \$10M

Half of the currency goes to BoA as profit to be distributed to the shareholders. \$5M

The other half is put into an advertising budget to entice people into believing they have a bank-issued alleged credit card. \$5M

BoA divides \$5,000,000 into 10,000 to put \$500 into separate accounts, numbered, but not yet named free checking accounts, that have no checks, only a debit card. $\$500 \times 10,000 = \$5M$

BoA mails you, unsolicited, a \$500 gift card, to trick you into thinking you are getting a bank-issued alleged credit card. \$500

You go to Home Depot and buy a \$500 toilet. Home Depot was paid. \$500

You have a \$500 toilet and a \$0.00 gift card. \$0

You received a Statement that shows your purchase. You look at it and agree, no one stole your gift card dollars and it was properly paid to Home Depot.

End of Statement, right?

Where is the problem?

You got a "gain" without paying for it.

No, you got a \$500 toilet as a gift, just like the BoA Shareholders got \$5,000,000 gain without paying for it. What is the difference?

You have been Lied to, Indoctrinated, and Brainwashed & Conned into Serving as a slave to think that the plastic card you received in the mail is a bank-issued credit card.

You send \$500 to BoA thinking you are paying a loan that never existed, because you never signed a promissory note. \$500

The \$500 represents your currency, stolen currency, you have been conned out of your \$500 to pay on average 20% interest in order for the bank to pay their loan obligation to the Arizona teachers retirement fund.

When you take \$500 to a bank and open up a free checking account, where does the \$500 go? Into your free checking account, a numbered account with your name on it.

This \$500 goes into the pre-existing numbered account that was the source for your Gift Card. But since you sent in currency it was counted and put into that same numbered account that now has your name on it. Your gift card turns into a Debit Card.

The next purchase at Home Depot is for \$400. The \$400 is deducted from your free checking account, which has no checks, but has only a Debit Card, and Home Depot is paid in full for your purchase. \$100

Where's the problem? You deposited \$500 and you made a purchase of \$400.

At the end of the month you get a Statement, just like your other normal checking account. The Statement shows the amount of the so-called deposited \$500, the purchase date, merchant, and the amount. Yes, you paid \$400 to Home Depot, no one stole your currency. Life is good and you have \$100 of your currency remaining in your free checking account to spend however you like. \$100

The next month you get a Statement, but here it says you owe 20% of \$400 which is \$80, plus a late fee of \$20, so you owe \$100, plus \$400 to refill your account, you owe \$500!

What is the reasoning? You didn't fill your free checking account back up to the top! Your free checking account cost you \$100 and you are forced to put \$400 back into your free checking account. Now you don't have \$400 to put back into your free checking account and have to pay interest and late fees.

Here is an analogy. You get a promotional gift card from Shell Oil to try their gas. So you go and fill up your tank with the Shell card. That month you get a statement that all 20 gallons on your gift card were pumped on this day at this particular station. No problem.

Would you be outraged if Shell said, "o, by the way, because you used the card you owe us for the gas and we are going to charge you a late fee and 20% interest?"

This is the same thing with your bank-issued alleged credit card.



09

Frequently Asked Questions

To avoid the appearance of giving legal advice, this is what I would do.

So where can I find Attorney Rippy?

To quote a family member, "that ain't going to happen."

I tried for years. I paid attorneys that lied to me and did the opposite. I paid attorneys and when we got to the trial they chickened out. "Ohh, that judge. I have to appear before him for my other clients, I can't be seen promoting this crazy scheme of yours. Even if you have this CPA here to testify." Nothing but frustration.

Searching through federal court filings I found one attorney that would do class action lawsuits against the banks for bank-issued alleged credit card debt. I met with him, showed him everything. I could obtain hundreds of clients every month. I can get them on average to draw down their bank-issued alleged credit cards and that would be a retainer of \$100,000. It will cost the alleged debtors nothing to hire you.

He balked. He said no. He didn't believe me, his success was based on ignorance. His clients got a 1099-C issued by the bank for the alleged unpaid loan. Every one of his clients had to declare the alleged debt as income. That same 1099-C is a tax deduction, a fraudulent tax deduction for the bank. Every one of his clients got bad credit reporting. This all could have been avoided.

In the court filings, the bank agreed to pay this attorney's fees which was about \$87,000. He did this about every three months and just rotated the banks. Every bank got hit about every two years. What a scam.

So what can I do, I'm not an attorney?

1. I can write a letter to the bank. Do you know what to write so that the bank is informed that you know you were defrauded?
2. I can draft a complaint to sue the bank, and send it to the bank. But what are you going to write?
3. I can write a letter to the collection agency to stop the harassment and collection acts. But do you know the magic word that will stop them cold?
4. I can write a letter to the credit reporting agencies to remove derogatory items off my report and raise my credit score. But do you know what to write?
5. Do you have all your discovery prepared? Do you have your deposition, interrogatories, admissions, and production of documents written?
6. Do you have the injunction written to force the bank to settle in your favor?

I am one of the 28% that never carries a balance.

Hooray for you. I would use the card every month to raise my credit score.

I have a small balance that I just keep paying interest on.

I would pay off the balance so I can use the bank-issued alleged credit card to improve my credit score by only using 10% of the alleged credit available. I never carry a balance. I am never late.

I have one card maxed out and I have another one that has no balance due.

If I go down the path to eliminate my bank-issued alleged credit card debt, then most likely the other bank will close my account and keep my currency.

I maxed out all the cards. It's my money.

I'm maxed out, there is no way I can keep this going.

I would begin with sending the bank a letter, certified, return receipt requested. In the letter I would request two documents and if the bank refuses or is unable, then I would ask them to close my account, do not issue a 1099-C, and if there are any derogatory items on my credit report, ask them to remove them.

This has worked for me. In fact, it worked for most of those who tried it.

Yes I may get a debt collector phone call or mail, but that is a simple letter to be sent.

If I were already in collections, then I would deal with the debt collectors, but I would still send the letter to the bank.

I have been served as a defendant in a bank-issued alleged credit card debt lawsuit?

I would answer it and file a counter complaint. Sometimes some states do not allow discovery. But I would send the discovery anyway to let the bank know what I am asking and maybe the bank will give up.

I missed the deadline to answer the complaint.

If I have been sued and there is no default judgment, then I would file the answer anyway. Today.

I just received a default judgment from the court.

If I have been served and have been issued a default judgment hearing, then I would immediately notify the court that I want to set that judgment aside, and ask the court to accept my answer and counter complaint.

I just received a judgment from the court.

There still is time. I would write the judge a letter requesting the court to set aside the judgement and to allow me to answer the complaint.

I just received a hearing to bring my financials to settle the debt.

If I have already been sued, judgment set and collections have begun, I can not ignore the debtor's hearing. I can not argue my case, but I can file a lawsuit to stop them and with an injunction, stop the collection process, claiming the original lawsuit was fraudulent.

It is by far better to be in the Plaintiff position than the defendant. However, the Counter Complainant can be as effective.

What is "alleged" debt, and why is it significant?

The term "alleged debt" implies that the legality of bank-issued credit card debt can be contested. This tactic questions the bank's capacity to demonstrate the presence of such debt in court. Banks must show that the debt exists and is unpaid. The alleged debt may be "forgiven" from the bank's point of view; "Eliminated" from my point of view. This alleged debt is not negotiable since there is no clear evidence of a debt.

How can collection harassment be stopped?

One word on the phone followed up by a letter demanding proof of a debt.

Would I file a civil lawsuit?

If there are many banks, lots of cards, and \$20,000+ of alleged debt, I would file a civil lawsuit with an injunction to stop collection calls, harassment, credit report damage, and pending lawsuits. This straightforward process can often resolve the issue within 45 days.

What is the self-representation option, and what are its benefits?

Pro se is self-representation that allows me to handle my own case without having an attorney represent me. It can be cost-effective, I have all the control over my case, and the legal procedures.

What is the "No Trial, No Discovery" approach?

Depending on your state and local rules, I could serve the bank a civil lawsuit, with a copy of the injunction that would be filed with the court if they choose to answer the complaint, the Notice of Deposition would come into effect usually ten days after the bank answers, and has thirty days to answer the Demand for Production of Documents, Admissions, and Interrogatories (questions). All this is piled on the bank's attorney and is looking at 40+ hours or \$8,000 to \$15,000 of legal expenses. And the bank does not want a deposition that could last eight hours and have to answer all my questions and become public knowledge. This highlights the bank's inability to provide adequate evidence and forces a settlement without going through a trial or discovery phase.

How do Asset-Backed Securities (ABS) relate to bank-issued credit card debt?

Banks borrow from institutions by selling an ABS. The sale of the ABS provides the initial cash to be given to their potential customer to induce them to send a "payment" or in reality their currency to open a free checking account. This account does not allow you to order checks and the only way to access your money is through a debit card. Even if the debit card has "Credit Card" printed on it. However, the bank has an obligation to the principal and interest to be paid every month to the buyer of the ABS. That payment is generated by the alleged credit card interest and fees. The bank can not reveal this fraud, so it settles in the customers best interest. No debt, no 1099-C, no negative reporting on the credit report, and no collections.

What is the difference between a true store-issued and a bank-issued credit card?

A true credit card is issued by a merchant or service provider, like a tire store, allowing customers to take possession of goods or services with a promise to pay later. A bank-issued credit card, in the beginning, is a gift card to induce you to use the card and to send currency of any amount so that it can be counted and applied to a numbered, yet unnamed free checking account. The bank, unlike any merchant, is unable to provide an unpaid invoice for goods or services rendered; Therefore, there is no debt.

If a bank-issued credit card is not a true credit card, am I obligated to pay the balance?

No, absolutely not. Am I obligated to pay from my normal checking account interest and fees if I decide to purchase items using my check or my debit card? Same thing.



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(With the Author)

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What we offer:

Installment Agreements

An **installment agreement (IA)** is a method of tax resolution that allows an individual to pay off their balance over a period typically ranging from 6 months to ten years.

[Read more](#)

Offers in Compromise

Taxpayers that are not currently in financial hardship, but may be very close to that threshold, may be able to qualify for an **Offer In Compromise (OIC)**.

[Read more](#)

Penalty Abatement

Penalties can quickly turn a tax liability situation from bad to worse. With our **penalty abatement assistance**, the added penalties to tax obligations may be removed.

[Read more](#)

Currently Not Collectible Status

Taxpayers that are struggling with financial **hardship** may be able to completely relieve their IRS liability. **Currently Not Collectible Status** removes taxpayer balances from IRS active collections.

Stair Step Agreement

This form of Installment Agreement exists to allow taxpayers to finish payment on a large expense, such as a car loan or child support payments.

Streamlined Installment Agreement

This type of installment agreement comes with a couple of strict guidelines that determine an individual's eligibility.

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They are the best this was my first...

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