This is a continuing attempt to Validate a Debt.

**Under the Federal Debt Collection Practices Act, I now exercise my legal right to challenge the validity of this debt that your agency claims I owe you.**

**From: Brett Jones**

**Post Office Box 393**

**Veguita, New Mexico, (87062-9999)**

To: **Bank of America National Association, USA**

Address: **PO Box 15733**

**Wilmington, DE 19850**

**Account Number: 0306815759**

 Original debtor acting in capacity falsely as a creditor:

 **Bank of America national Association USA**

**Date 6/09/12**

**Re: Verified Statement of Account Demanded Qualified written Statement, Notice of Breach, Notice of Default and Opportunity to Cure. Validation of Debt Request / Demand**. **FREEDOM OF INFORMATION ACT REQUEST**

To Whom It May Concern and that of management staff of **Bank of America national Association USA**:

As stated, payment has already been tendered in reference to this alleged debt, you claim that the item was not United States currency, please note that money orders, cashiers checks, checks, bills of exchange, letters of credit, bills of credit, negotiable instruments, promissory notes all equate to US currency under law. Please provide a copy of the returned/cancelled Item so we can get the issue resolved. We accept your offer for value under the following conditions:

Several payment were submitted for the value demanded and complies with the FDCPA, UCC, Bill of Exchange Act, Emergency Economic Act and HJR 192, we will consider that this matter is settled, and will expect your confirmation of bureaus notification within 10 days of receipt of this correspondence.

  **Full disclosure not given,**

 It has come to be administered his attention that you have been acting as administer over his account that belongs to the administrator Brett Jones the legal holder of this account. Because you failed to disclose all the terms of the agreement (the word “you” mention in this correspondence in all its variations is referring to **Bank of America national Association USA** and its Associates), you’re serving in the capacity of anything other than fiduciary/trustee is hereby terminated forth with and henceforth!

  **Exchange equal to Value and no equal value given**

 After reviewing the file and our records it was discovered that there has never been a fair and or equal consideration of value in this matter. You are commanded to supply and indicate what the value was on behalf of your client and/or yourself. As the law requires that equal value and/or equal consideration be given our records do not indicate you have fulfilled your obligations in reference this matter, and that constitutes a further breach of the contractual agreement.

 **Nonresponse Is Breach of Contract**

 On or about May 23, 2012 You submitted correspondence indicating that you had received several items, presentments and or notices, you further indicated that you knowingly failed to respond to each of the qualified written request, thereby admitting to breach of contract.

 We thank you for your documented proof of breach, as well as your documentation of your acquiescence as a result of your nonresponse. The law requires that one be made aware that a matter is pending before they are deprived of any right to property, you are now commanded to supply your EIN number (For the **Bank of America national Association USA** CORPORATION), and your process service information, this is to be done immediately and without delay (within three days of receipt of this correspondence) as you are now in default and this is an opportunity to cure such a breach.

 **CEASE AND DESIST COMMAND/ORDER**

 You are hereby commanded to cease and desist with any and all collection activities which would include telephone calls, e-mails, electronic communiqués and the like. Due to your breach of the contractual agreement this matter is now in dispute and until this disputed matter has been resolved, (you have already breached the agreement by your acquiescence and nonresponse, and have defaulted in reference this matter) you may not continue any collection activities or be in violation of the rights of the administrator and the law.

 **Statement of account**

 **You Received a Total of approximately US$24,000 in payments and fell to credit the account, these payments were sent over the course of 11 months (the records you submitted indicate your receipt of these negotiable instruments), our records indicate that the balance is now $0.00US dollars owed your organization, and US$25,000 in remaining credits to the administrator that have yet to be applied. You are commanded and/or demanded to supply a rebuttal to this account statement, as required by and of the Uniform Commercial Code section 9 to the administrator immediately signed under penalty of perjury, with or without the United States and under the laws of United States of America, by an officer of the organization or someone duly authorized to make such acknowledgment.**

 **You are to supply a complete and accurate statement of accounting to include the complete leisure weather primary or secondary, certified by an officer of the organization within 10 days of receipt of this correspondence (you were previously given 30 days and now 11 months later you have felt to respond, and/or supply. This is your final opportunity to cure)!**

 **Failure to Directly Respond**

 The law requires that you directly respond to FOIA requests, because you are a financial institution under the Federal Reserve Bank (a governmental entity) you fall under the guidelines of the federal Freedom of Information Act, which requires that you respond to such a request or be in violation of federal law. You have not acted in good faith, you have willfully failed to respond to the lawful requests/demands and are in direct breach of the aforesaid in this matter.

 **As Account Holder and Account Owner**

 Of the account ending in 0108 this administrator is the holder in due course, it is his account established under his name for this purpose and use! **Bank of America national Association USA** is only a fiduciary of the account and facilitator for its holdings, if you have information that contradicts the aforesaid please provide such information would fact and conclusions of law as, and supply such within 10 days of receipt of this presentment

 **TRUST Agreement is Breached and We no longer TRUST YOU**

 A trust agreement having been established as a direct result of your actions has been breached, this administrator no longer trust the fiduciary/trustee Capital One Bank NA, and in all trust relationships, trust must be established and maintained throughout the relationship, that no longer can be said in this instance. You are now in breach of the trust agreement and have failed in your fiduciary responsibilities; you'll be given one final opportunity to cure such a breach.

 **Revoking Power of Attorney and Reappointment of Trustee**

 You Have Assumed and Presumed power of attorney rights, as the holder of this account, and as the rightful and lawful administrator your services that appears to have included powers of attorney rights is now revoked/terminated hereby henceforth and forever, and you are reappointed as trustees to carry out your fiduciary responsibilities in relation to the administrator.

 **You Are Presumed to Be Holding Something of Value….**

 You are holding something of value, i.e. access to funds and/or credit. You are to release any and all consideration, value, credit, access etc. to the administrator forthwith, henceforth and without delay, no later than 10 days from the receipt of this correspondence/ presentment.

 It appears that you are acting as a creditor, when you have never been the creditor in this matter, and reference to this account, in relation to this account! You are hereby commanded to provide proof of your creditor status, and that a creditor debtor relationship exists whereby you are the creditor and the administrator is the debtor. Such agreement must be an agreement that is signed and noted by two signatures affixed thereto, whereby the administrator agreed to stand in as debtor and you agreed to stand in as creditor.

 **Take the value and send it to the new trustee**

 The new trustee that has now been appointed Is Capital One Bank NA, you are commanded to take and transfer this account to the new trustee, with a copy of any and all presentment to correspondence and the value in assets associated with the trust, account, agreement (the former agreement has been dissolved! This current agreement now being established is to stand forever), instructing them to comply with the new appointed position as trustees over this trust and matter.

 **Change terms of agreement due to breach**

 The Original Payment Acceptance Arrangement is now being reinstated with the following additions, any and all presentment, Bill of exchanges, money orders, checks, letters of credit, bills of credit, negotiable instruments, and or payments of any type are to be credited to this account upon receipt without delay (within 12 hours of receipt of such presentments) and the trustees/fiduciaries are at no time permitted and/or allowed to change the terms of the agreement henceforth, heretofore and/or forever. The credits are to be applied to the account of the administrator, and access to such credits by the administrator or To Be Made immediately available upon receipt of any presentment presented to the trustees/fiduciaries within 12 hours of receipt of the presentment.

 The trustees/fiduciaries are never to communicate with the administrator in any language other than modern English, are always to act in good faith and in the interest of the administrator as set forth in this presentment. The trustees/fiduciaries are not permitted to make any changes or alterations to the agreement henceforth/heretofore/forever.

 **Payment Presentment Attached**

 Annexed this document/presentment is a money order (it appears that you've already received US$2 million which you have felt the credit to the administrator's account but credited your account with the ABA, you are now commanded to adjust the amount and credit US$50,000 to the administrator account and you will be permitted to keep US$2,000 is a good gesture and administrative fee, copy of negotiated instruments attached), from the administrator US$4,000,000.00 to be credited to the account immediately and a new credit card issued without delay forthwith to the administrator with overnight shipping to the above address of the administrator; and access to the new card is to be made available immediately and continuously for the next 99 years or until the administrator shall at such time explicitly terminate the agreement whichever may come first.

 The aforementioned is true and correct and presented by the administrator for the administrating of the affairs of ‘The Brett Jones Estate’.

Signed/Sealed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_UCC 1-103, 308,3-415 rr,wr Dated: 06-09-2012

 Brett Jones any and all documents/presentments in this matter signed by the administrator are done so under Reservation of rights UCC 1-308 and without recourse 1-415.