

**12345 Our Street
Anytown, ST 67890
(123) 456-7890 (cell)**

April 16, 2013

Ms. Scumsucking Attorney
Bottomfeeder Law Firm

RE: Opportunistic Business vs. Me
Case No. 1234567890

Dear Ms. Scumsucking:

I write with regard to the upcoming hearing date to hear my (Defendant's) motions to vacate judgment and dismiss the above-referenced case in Any County Circuit Court.

As I am aware that you are in receipt of a copy of the motions filed (which were sent to you via certified mail and received), my purpose is to discuss your client's desired outcome. If you have read the motions, it should be clear to you that the evidence shows that you and your client have violated my rights under the FDCPA and WCA, by illegally filing suit in an improper venue. Further, it is evident that you and your client knowingly filed suit choosing to serve to an address at which I do not live, depriving me of proper service. Your client has also illegally re-aged this alleged debt as a new trade line to the credit reporting agencies.

I dispute this alleged debt and I will continue to vigorously pursue my rights under the FDCPA and WCA.

It is my firm belief that the outcome of the hearing will result in the default judgment being vacated, due to the strength of the argument for that conclusion. As to the dismissal of the case, several things can occur at that point, as I am sure you are aware. I believe that whatever occurs, it will be more time-consuming and costly for you and your client than it will be for me.

If Plaintiff's counsel simply does not show up for the hearing, the case will likely be dismissed without prejudice, or perhaps removed to My Correct County. If either of these occurs, I will file suit or counterclaims, respectively, for my complaints regarding the violations of the FDCPA and WCA.

This is what I suggest in order to resolve these issues expeditiously:

1. Plaintiff and Defendant file a joint stipulation to the court for vacating the default judgment and dismissal **with** prejudice prior to the hearing date.
2. Plaintiff and Defendant enter a written agreement in which:
 - A. Plaintiff agrees to not sell the "asset" in question (alleged debt) to any other business entity, person, or other entity for the purpose of collecting on said "asset," or for any other purpose.
 - B. Plaintiff agrees to remove all adverse trade line reporting from all credit reporting agencies regarding the alleged debt.
 - C. Plaintiff agrees not to file a 1099 for the alleged amount of the debt in regard to the Defendant.
 - D. Plaintiff agrees to remit a check in the amount of \$1000.00 in statutory damages to Me, Defendant.
 - E. Defendant agrees not to pursue all claims/counterclaims against Plaintiff and Plaintiff's counsel in regard to this alleged debt.

In the interest of minimizing inconvenience to all parties I make the above offer to your client.

If you wish to discuss, please e-mail me at me@mylocalprovider.net. All telephone calls are inconvenient at all times.

Sincerely,

Me