

[REDACTED]
Attorneys and Counselors at Law
Serving the Pacific Northwest

[REDACTED]
Licensed in Oregon, Washington and Idaho

[REDACTED], and Idaho

Telephone: [REDACTED]
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[REDACTED]
Eugene, OR 97402

February 21, 2012

Clerk, Skagit County District Court
P.O. Box 340
Mount Vernon, WA 98273-0340

Re: US Bank National Association, ND v. [REDACTED] [REDACTED]
Skagit County District Court Case No. [REDACTED]

Dear Clerk:

Please find Plaintiff's Response to Defendant's First Request for Admissions and Plaintiff's Response to Defendant's First Request for Production for the above referenced matter along with the Certificate of Mailing.

Thank you for your assistance in this matter.

Sincerely yours,

[REDACTED]

bdh
Encl.

cc: [REDACTED]
P.O. Box [REDACTED]
Bellingham, WA 98227-[REDACTED]

This communication is from a debt collector.

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IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY

US BANK NATIONAL ASSOCIATION, ND,
Plaintiff,
vs.
[REDACTED]
Defendant.

Case No. [REDACTED]

PLAINTIFF'S RESPONSE TO
DEFENDANT'S FIRST REQUESTS
FOR ADMISSIONS

DEFENDANT'S REQUESTS FOR ADMISSIONS

1. At the time of filing suit against defendant, plaintiff had no photocopies or originals of documents supporting any claim for money against Defendant.

RESPONSE: DENY.

2. At the time of filing suit against defendant, plaintiff had no independent basis for determining the validity of any debt claimed against defendant other than a computer-tape claiming the amount owed and provided by Original Creditor.

RESPONSE: DENY.

3. That defendant never agreed to permit agents of the plaintiff to telephone him before 8:00 a.m or after 9:00 p.m. on any day.

RESPONSE: Plaintiff objects to the extent this request is not reasonably calculated to lead to the discovery of admissible evidence.

1 4. That defendant requested plaintiff validate the debt claimed against him.

2 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
3 **calculated to lead to the discovery of admissible evidence.**

4
5 5. That defendant's request for validation of the debt claimed by plaintiff against him
6 came within 30 days of plaintiff's first attempt to collect the debt from defendant.

7 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
8 **calculated to lead to the discovery of admissible evidence.**

9
10 6. That plaintiff never provided validation of the debt as requested.

11 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
12 **calculated to lead to the discovery of admissible evidence.**

13
14 7. That agents for plaintiff called defendant at 6:53, 6:56, 6:59, 7:10, 7:12, 7:24, and
15 7:29 a.m. on Friday, January 13, 2012.

16 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
17 **calculated to lead to the discovery of admissible evidence.**

18
19 8. That agents for plaintiff called defendant at 6:58, 7:10, 7:12, 7:14, and 7:19 a.m. on
20 Friday, January 27, 2012.

21 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
22 **calculated to lead to the discovery of admissible evidence.**

23 9. That plaintiff does not have the original of any copy of any contract purporting to be
24 the basis of any debt owed by defendant to Original Creditor.

25 **RESPONSE: DENY.**

26 ///

27 ///

28 ///

1 10. That plaintiff does not have any copy or original of any contract purporting to be the
2 basis of any debt owed by defendant to Original Creditor at the time of filing suit
3 against defendant.

4 **RESPONSE: DENY.**

5
6 DATED this 23 day of February, 2012

7 [Redacted]
8 [Redacted]
9 [Redacted]

10 of Attorneys for Plaintiff

11
12 The foregoing responses to each of the requested items, together with the
13 attached papers and documents, constitute the total response of this answering
14 Defendant(s) and the undersigned certifies to the filing of the original thereof and service
15 upon the Plaintiff of a true, correct and complete copy thereof, including all attachments.

16 I hereby certify, under the penalties for perjury, that the foregoing answers are true,
17 correct and complete.

18
19 _____
Signature

20 _____
Name Typed or Printed

21
22 _____
Capacity in which signing

23
24
25 SUBSCRIBED AND SWORN to before me on _____, 2012.

26 _____
Notary Public for Washington
27 My Commission Expires: _____
28

1 IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
2 FOR SKAGIT COUNTY

3 US BANK NATIONAL ASSOCIATION, ND,
4 Plaintiff,
5 vs.
6 [REDACTED] Defendant.

Case No. [REDACTED]

PLAINTIFF'S RESPONSE TO
DEFENDANT'S FIRST REQUESTS
FOR PRODUCTION

7
8 DEFENDANT'S REQUESTS FOR PRODUCTION

- 9 1. Any and all account cards or ledger sheets showing debits, credits, and/or a
10 running balance, prepared in connection with Defendant's Account.

11 **RESPONSE: Attached is the account charge off statement.**

- 12
13 2. Any and all written correspondence or notes of oral correspondence between you
14 and Defendant or between you and any third party concerning Defendant's
15 Account, including copies of any and all notices of default or demands for payment
16 that you or a third party sent to Defendant.

17 **RESPONSE: Plaintiff objects to the extent this request calls for information**
18 **protected by the attorney-client privilege. Plaintiff further objects to the**
19 **extent this request is not reasonably calculated to lead to the discovery of**
20 **admissible evidence.**

- 21
22 3. Copies of all documents that you received from the Original Creditor in connection
23 with Defendant's Account.

24 **RESPONSE: Plaintiff objects to the extent this request is not reasonably**
25 **calculated to lead to the discovery of admissible evidence. Subject to and**
26 **without waiving the objection, Plaintiff responds that the charge off**
27 **statement is attached hereto. Plaintiff will provide further documentation**
28 **when available.**

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4. All documents showing the assignment of Defendant's Account to you or to any intermediate person or entity, beginning with the first assignment by the Original Creditor and ending with the final assignment to you.

RESPONSE: Plaintiff will provide such documentation when available.

5. Any and all documents, not covered by another section of this request, that purport to bear Defendant's signature and relate to the subject matter of the petition.

RESPONSE: Plaintiff will provide such documentation when available.

6. Any and all documents that you consulted or relied upon in the preparation of the petition.

RESPONSE: Plaintiff objects to this request to the extent that it calls for information protected by attorney-client privilege.

7. Any document upon which the person who generated any documents attached to the petition reviewed or relied on prior to filing your lawsuit.

RESPONSE: Plaintiff objects to this request to the extent that it calls for information protected by attorney-client privilege.

8. All documents supporting any calculation of damages against Defendant, including actual damages, attorney's fees, late fees, overlimit fees, membership fees, application fees, interest calculations and court costs.

RESPONSE: See attached documents.

9. A copy of any written demands for payment made to Defendant.

RESPONSE: Plaintiff will provide such documentation when available.

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10. A copy of any credit applications or credit investigations of Defendant concerning Defendant's Account.

RESPONSE: Plaintiff objects to the extent this request is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Plaintiff responds that any discoverable evidence will be provided when available.

DATED this 23 day of February, 2012



of Attorneys for Plaintiff ✓



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CERTIFICATE OF MAILING

I am employed in the County of Lane, State of Oregon. I am over the age of 18 and not a party to the within action; my business address is 4023 W 1st Ave, Eugene, OR 97402.

On ~~January~~ ^{Feb.} 24, 2012, I caused to be served the foregoing documents described as **Plaintiff's Response to Defendant's First Request for Admissions and Plaintiff's Response to Defendant's First Request for Production** on the following persons:

[REDACTED]
P.O. Box [REDACTED]
Bellingham, WA [REDACTED]

by placing a true and correct copy thereof, duly certified to be such by me, in a sealed envelope, and by depositing the same with the U.S. Postal Service, postage prepaid, on the date state below.

State I declare under penalty of perjury under the laws of the State of Oregon that the above is true and correct.

Federal I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Dated ~~January~~ ^{Feb.} 24, 2012.

[REDACTED]
Secretary to: [REDACTED]

The foregoing is a certified true copy of the original.

[REDACTED]
Secretary to: [REDACTED]



April Statement for activity from Mar. 16, 2011 through Apr. 29, 2011

Inquiries: 1-800-285-8585
BNK 35 Page 1 of 2

Your U.S. Bank Platinum Visa® Card account at a glance... Account: [REDACTED]

Activity Summary	
Previous Balance	\$7,602.83
Payments	\$0.00
Other Credits	\$7,436.88CR
Purchases	\$0.00
Balance Transfers	\$0.00
Advances	\$0.00
Other Debits	\$0.00
Past Due Amount	\$0.00
Fees Charged	\$380.00CR
Interest Charged	\$922.34CR
New Balance	\$7,436.88
Credit Line	None
Available Credit	None
Statement Close Date	Apr. 29, 2011
Days in Billing Cycle	45

Payment Information	
New Balance	\$7,436.88
Minimum Payment Due (Current Month)	\$0.00
Minimum Payment Due (Past Due)	\$0.00
Total New Minimum Payment Due	\$0.00
Payment Due Date	May 25, 2011
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$25.00 Late Fee.	

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$7,436.88 by 05/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount
Payments and Other Credits				
04/29			CHARGE OFF	\$7,436.88CR
Fees Charged				
04/29			REVERSAL OF LATE PAYMENT FEE	\$50.00CR
04/29			REVERSAL OF OTHER FEES AT CHARGE OFF	\$330.00CR
			TOTAL FEES FOR THIS PERIOD	\$380.00CR
Interest Charged				
04/29			INTEREST REVERSAL	\$922.34CR
			TOTAL INTEREST FOR THIS PERIOD	\$922.34CR

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank



To change your address or for Cardmember Service please call: 1-800-285-8585 Every Hour! Every Day!

Your Account Number:	[REDACTED]
Total New Balance:	\$7,436.88
Minimum Payment Due:	\$0.00
Payment Due Date	May 25, 2011
Enter Amount of Payment Enclosed:	[REDACTED]

U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408
[Barcode]

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ **Account information:** Your name and account number.
- ▶ **Dollar amount:** The dollar amount of the suspected error.
- ▶ **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. **INTEREST CHARGE: Method of Computing Amount Subject to Interest:** We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.
2. **Payment Information:** Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Other types of mailed payments will be credited to your Account within five banking days of receipt by U.S. Bank.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



April Statement for activity from Mar. 16, 2011 through Apr. 29, 2011

Inquiries: 1-800-285-8585

Page 2 of 2

Transactions

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount
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2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$330.00CR
Total Interest Charged in 2011	\$655.41CR

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Bal. Subject to Interest	Variable	Interest	APR	***APR*** Exp. Date	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	11.24%		NO
**PURCHASES	\$4,191.41	\$4,191.41	YES	\$58.08	11.24%		YES
**ADVANCES	\$4,547.81	\$4,547.81	YES	\$107.87	19.24%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account...

By Telephone:
Every Hour! Every Day!
 Voice: 1-800-285-8585
 TDD: 1-888-352-6455
 Fax: 1-866-568-7729

Send Inquiries to:
 Cardmember Service
 P.O. Box 6352
 Fargo, ND 58125-6352

Send Payments to:
 U.S. Bank
 P.O. Box 790408
 St. Louis, MO 63179-0408

By E-Mail:
 visit our website:
 usbank.com