

# DEBT VALIDATION LETTER

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## I. PARTIES

This Debt Validation Letter (hereinafter "Letter") is sent by:

The Consumer: \_\_\_\_\_

Address: \_\_\_\_\_

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City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

To:

The Debt Collector: \_\_\_\_\_

Address: \_\_\_\_\_

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City, State, Zip: \_\_\_\_\_

## II. DATE AND REFERENCE

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Subject: Debt Validation Request - Account Number: \_\_\_\_\_

Original Creditor (if known): \_\_\_\_\_

Alleged Debt Amount: \$ \_\_\_\_\_

## III. PURPOSE OF LETTER

This Letter serves as a formal request for validation of the alleged debt referenced above, pursuant to my

rights under the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692g. I am exercising my right to dispute this debt and request verification of its validity.

#### **IV. DEMAND FOR VALIDATION**

You are hereby requested to provide the following specific information and documentation to validate the alleged debt:

1. Proof that I am the party responsible for the alleged debt. This includes, but is not limited to, a copy of the original contract, application, or other instrument bearing my signature, or other legally admissible evidence establishing my liability.
2. The exact amount of the alleged debt, including an itemized breakdown of the principal balance, interest, fees, and any other charges that comprise the total amount.
3. The name and address of the original creditor.
4. Proof that you are legally authorized to collect this debt, including documentation demonstrating the chain of title from the original creditor to your company (e.g., copies of assignment agreements, purchase agreements, or other legal instruments).
5. If the debt has been reduced to judgment, a copy of the judgment.
6. The date of the last payment made on the account.
7. The date the account was opened and the date of charge-off (if applicable).

#### **V. CEASE AND DESIST COLLECTION ACTIVITIES**

Until such time as you provide the requested validation and documentation, you must cease all collection activities related to this alleged debt, including but not limited to, making telephone calls, sending letters, or reporting information to credit reporting agencies, as required by 15 U.S.C. § 1692g(b). Any collection activity prior to providing complete validation will be considered a violation of the FDCPA.

#### **VI. FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

I understand my rights under the FDCPA, 15 U.S.C. § 1692 et seq., which protects consumers from abusive, deceptive, and unfair debt collection practices. This Letter is a formal dispute of the debt, and I expect your full compliance with all applicable federal and state laws.

#### **VII. GOVERNING LAW**

This Letter and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the United States, specifically the Fair Debt Collection Practices Act

(FDCPA), 15 U.S.C. § 1692 et seq.

## **VIII. NOTICES**

All notices, demands, or other communications required or permitted to be given under this Letter shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, return receipt requested, or by recognized overnight courier service, to the addresses of the parties as set forth in Section I of this Letter.

## **IX. SEVERABILITY**

If any provision of this Letter is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Letter, and the remaining provisions shall remain in full force and effect.

## **X. ENTIRE AGREEMENT**

This Letter constitutes the entire understanding and agreement between the Consumer and the Debt Collector regarding the validation of the alleged debt and supersedes all prior or contemporaneous understandings and agreements, whether written or oral.

## **XI. WAIVER**

No waiver of any provision of this Letter shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

## **XII. CONSTRUCTION**

The headings used in this Letter are for convenience only and shall not affect the interpretation or construction of this Letter. This Letter shall not be construed against the drafter.

## **XIII. SUCCESSORS AND ASSIGNS**

This Letter shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

Sincerely,

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THE CONSUMER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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**NOTARY PUBLIC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)