

## **WHO IS PORFOLIO RECOVERY ASSOCIATES, LLC**

Always go to the Website of the debt collector and review it to see if the information is contrary to what the company alleges about itself in the lawsuit.

### **BRICKS AND WALLS:**

**Look at the lawsuit we have on the Screen at Page 1.**

Basic PRA complaint. See the Original Creditor in this case.

Print T and F.

So, here is the Bill of Sale in the PRA case we are looking at Page 2:

Warranty none, Purchase Agreement the thing is based upon.

See the Sale File it refers to: CIT ONLINE BANK as the Original Creditor.

Bill of Sale at Page 3 claims that the Original Creditor is: WebBank. See other issues

Affidavit says it CIT Online Bank and nothing else.

**Look at Page 4 and 5**, the purported Exhibit A-1 to the Bill of Sale and Schedule I to the Bill of Sales. The data extensions of the Bill of Sale that says a debt schedule or Schedule 1 has your debt in a certain file and match it up with the actual file they refer to. LOOK AT PAGE 5, Schedule one has a SaleFile.xls with a data extension that claims to also hold the debtor's debt here.

**Look at Page 6** that is supposedly proof of your debt in the data file. It is missing a data extension. It's the same as referring to collectionstopper.com but only giving collectionstopper as the address. You have to have the data extension. Why is it not there if everything is good?

**Looking at the Affidavit on Page 7.**

**Always look up the signature of the person** that signs the Affidavit claiming to have personal knowledge of your debt and has looked at the books and records and swears under oath you owe the money to PRA.

**Look at the signature on the Affidavit.** Is it grainy or in a different format than the rest of language on the document. Is the signature somehow signed on a straight line though it is not resting of the signature line in the document?

**Always look up the Notary** to see if she is in the same state as the person she supposedly witnessed sign the document

**Look up the date the Affidavit was signed and notarized.** In a lot of states and especially Michigan, the Account State Statute requires the filing of the lawsuit be less than an certain time limit from the Signing of the Affidavit to pass muster. If it violates the State Account Stated Statute, then it come in under a hearsay exception as it can't break a rule or law to be considered an exception to something.

Is the account number correct?

What did PRA pay for the debt? They won't show you but consideration (amount paid) is a requirement of any contract to prove one exists.

Is the date they claim you signed up for the debt correct.

Is the company PRA talked about as originally owning the debt in the lawsuit and attaches an Exhibit with a Bill of Sale, the same company as in the Affidavit they are attaching under an account stated affidavit.

Just did PRA answer yesterday where they claimed one company was the original creditor to start the Bill of Sale yet their attached Affidavit is claiming an completely different Original Creditor.

**Look for mention in the Affidavit for "Secured Trusts" or Asset Back Securities (ABS) being a past owner or part of the Bill of Sale.** You will never see this but if PRA bought a credit card debt, it was placed in a trust somewhere and should be part of the chain of title knowledge of the Affiant if she swears under oath she has reviewed the notes and records that prove PRA owns the debt.

Your State Rules governing Hearsay mandate that the person signing any affidavit must have personal knowledge. Usually relies upon the Business Records Exception; MRE 803(6).

**Hearsay is, An Out of Court Statement Offered to Prove the Matter Asserted.** Everything is generally Hearsay. Exceptions are exceptions! But legislatures around the country are passing rules or statutes to make it easier to bring things in as in Michigan and other states that allow records coming in rather than a Person. **Unfortunately, Courts are allowing everything in and the Exceptions are eating up the General Rule.**

So, **know the hearsay exception rule** that a PRA Affiant is relying upon (that is why they use the words, “**personal knowledge,**” it is right out of the Hearsay Exception Rule.

**Print out the exception and see if the Affidavit mirrors the exception. Line it up with the Affidavit.**

Also, Account Stated Statutes have time limits.

In the case with the Affidavit, it was signed on April 20, 2023 and the lawsuit was signed July 25, 2023. Big gap.

Dell is considered an Account Seller while CIT is the Original Creditor-Records transferred. Ownership and Assignments are not transferred records. So, how did DELL get this debt from CITI. No records.

Bill of Sale states they got it from the WEBBANK. So, the Affidavit is false with no mention of WebBank. There is also a “Dell Revolver Company LP