

## PURCHASED-DEBT DEFAULT JUDGMENT CHECKLIST

- The original creditor has been named, or otherwise identified, in the court filings.
- The means by which, or the fact that, the debt was acquired by the current creditor has been established.
- A copy of the Terms and Conditions, or other agreement between the parties, has been attached, along with one of the following:
  - A copy of the signed application, or other form of acceptance, signed by the debtor; OR
  - A copy of a bill reflecting purchases or payments, or other indicia of actual use of the card or account; OR
  - A copy of an electronic printout sufficiently establishing the existence of the account, as well as payments, purchases, or other indicia of actual use of the card or account.
- Each of the relevant portions of the documents provided has been highlighted for the Court.
- There is either no nexus to the terms and conditions (i.e. no indicia of actual use), or no terms and conditions have been provided. Lacking prima facie evidence of a ratified contract between the original creditor and the debtor, Plaintiff does not seek to collect attorney's fees, or interest other than interest at the legal rate, from the date of judgment, or the date on which demand was made after the claim was purchased.
- Lacking prima facie evidence of a ratified contract, Plaintiff has demonstrated through objective evidence that the amount sought in this claim consists of principal only, exclusive of any compounded interest.