

Credit Card Debt Validation and Anti-Retaliation Protections

Prepared by Chris Magis Nero © / Trust Edition

— Educational Draft —

1. Right to Validation

Under 15 U.S.C. § 1692g(a), you may demand that any collector provide proof of the original signed agreement or cardholder contract, the full chain of assignment from the originating bank to any collector, and the itemized accounting showing that the balance claimed is accurate and lawfully due. Until this validation is provided, collection activity must cease.

2. Duty of Accuracy

Under 15 U.S.C. § 1681s-2, both the creditor and any data furnisher (such as Experian, Equifax, or TransUnion) must report credit information accurately and completely. If you dispute an entry, they have 30 days to investigate and correct or delete it.

3. Prohibition on Retaliation or Re-Reporting

After a valid dispute or debt-validation demand, it is unlawful for a collector or credit bureau to re-report deleted or disputed information without new certification, accelerate the account or cancel the card as punishment, or engage in harassment, adverse credit actions, or refusal to extend credit in retaliation. Such conduct invokes liability under 15 U.S.C. § 1692d, § 1692e, and § 1681n-o.

4. Remedies

A consumer may bring a private action in state or federal court for actual damages, statutory damages up to \$1,000 per violation, and attorney fees and costs. For patterns of reckless disregard, punitive damages may also apply under § 1681n.

5. Educational Note for Students

Credit cards, like mortgages or car loans, rely on your credit signature as the origin of value. The law recognizes you as the principal whose information enables the extension of credit — and therefore gives you the right to transparency, accuracy, and fair dealing. When approached in equity and knowledge, the process remains lawful, not adversarial.

Respectfully Presented by:

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