

[Your Name]
[Your Address]
[Your City, State, Zip Code]
[Your Phone Number]
[Your Email]

[Date]

[Name of Debt Collection Agency]
[Address]
[City, State, Zip Code]

RE: SETTLEMENT OFFER PRIOR TO LITIGATION

Account Number: [Your Account Number]
Certified Mail Receipt Number: [Number]

To Whom It May Concern,

This letter serves as a formal notice of your violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., regarding your recent collection efforts. Specifically, your company has engaged in the following prohibited conduct:

- [List violation 1 - e.g., Calling before 8:00 AM or after 9:00 PM]
- [List violation 2 - e.g., Using profane or abusive language]
- [List violation 3 - e.g., Failure to provide a validation notice within 5 days of initial contact]
- [List violation 4 - e.g., Continued collection activity after receipt of a timely dispute]

I have documented [Number] specific instances of these violations, including [call logs/recordings/letters]. Under 15 U.S.C. § 1692k, a debt collector who fails to comply with any provision of the FDCPA is liable for actual damages, statutory damages up to \$1,000, and reasonable attorney's fees and costs.

Before initiating a formal lawsuit in [Your County/State] court, I am willing to resolve this matter through a settlement agreement. My terms for settlement are as follows:

1. Your company agrees to pay a settlement amount of \$[Amount] within [Number] days of this agreement.
2. Your company agrees to a complete "Pay for Delete" arrangement, where the account is marked as paid in full and all reporting of this account is permanently removed from all credit bureaus (Equifax, Experian, and TransUnion).
3. Your company agrees to cease all communication and collection efforts regarding this alleged debt.
4. A mutual release of all claims arising from this specific account.

This offer is made for settlement purposes only and is subject to Rule 408 of the Federal Rules of Evidence. It is not an admission of the validity of the debt.

Please respond in writing by [Date - usually 10-14 days] indicating your acceptance of these terms. If I do not hear from you by this date, I will proceed with filing a formal complaint with the Consumer Financial Protection Bureau (CFPB) and initiating legal action.

Sincerely,

[Your Signature]

[Your Printed Name]