



Contractual Dispute

Bank of America sold credit card debts even while cautioning that the balances and account records could be wrong. But when the debt buyer sued B of A customers the bank vouched for its files

What B of A's contract said:



- "It is possible that the figure provided as the Current Balance for any Loan may not reflect credits for payments"
- "Seller has not made, did not make, and specifically disclaims ... the accuracy of any sums shown as current balance ... " "Current Balance (Approximate)"

What B of A swore to in court filings:



- "There were no uncredited payments."
- "There is due and payable ... the sum of \$12266.83"

- "Seller makes no representations as to the accuracy or completeness of [records] Seller has not undertaken to correct any misinformation or omission of information."

- "The statements made in this affidavit are based on the computerized and hard copy records of Bank of America, which are maintained in the ordinary course of business."

- References the existence of a "Revenue Sharing Plan"

- "Bank of America had no further interest in this account for any purpose."

- "Seller has not made, did not make, and specifically disclaims ... the validity, enforceability, or collectibility of the evidence of indebtedness"

- "CACH LLC [has] full authority to do and perform all acts necessary for collection"

Source: Court filings

This was taken from another case to serve as an example only.

