Lorelei Salas
Commissioner

42 Broadway
8th Floor
New York, NY 10004

nyc.gov/dca

Director Kathy Kraninger
Consumer Financial Protection Bureau
Via Electronic Submission

September 18, 2019

Re: ***Debt Collection Practices (Regulation F)***
Docket No. CFPB-2019-0022;RIN 3170-AA41

Dear Director Kraninger:

The New York City Department of Consumer Affairs ("DCA") licenses and regulates more 1,400 debt collection agencies from 45 states and 12 countries. As such, DCA submits these comments in response to the Consumer Financial Protection Bureau's ("CFPB") Notice of Proposed Rulemaking amending the federal rules for debt collection ("Proposed Rule").[1]

The CFPB's Proposed Rule presents an opportunity to update the FDCPA's requirements to reflect current industry practice, the changing forms of communication our culture relies upon, and the problems facing consumers today. Indeed, this marks the first time an agency has proposed comprehensive rules interpreting the FDCPA since the law's enactment 40 years ago. Today, increased protections are necessary as the debt collection industry continues to grow, impacting the lives of millions of individuals each year. United States consumer debt is at its highest level ever, $13.67 trillion as of the first quarter of 2019.[2] In 2016, 33% of Americans with a credit report had at least one debt in collection. In 2017, the CFPB estimated that more than 70 million Americans were contacted about a debt in collection in the prior year; in total, the number of such contacts exceeded one billion. The Proposed Rule, however, falls short in several key ways.

First, the CFPB's proposals to permit collectors to use electronic modes of communication prioritizes collectors over consumers. If the CFPB is to allow collectors to contact consumers through new methods of communication, it must also establish clear and reasonable restrictions in the number of contacts, a method for consumers to select their preferred method of contact, and the same right for consumers to contact collectors electronically. Otherwise, the increased communications will simply amount to harassment for consumers.

Second, it has been shown that one-fifth of consumers contacted about a debt in collection are not contacted in their preferred language, leading to challenges navigating the debt-collection process. The Proposed Rule gives collectors the *option* of providing consumers documents in their preferred language. This should be a requirement, not an option: collectors should obtain and maintain consumers' language preference and, if they seek to collect from LEP consumers, provide validation notices to them in their preferred language upon request.

Finally, the proposed validation notice can go farther to inform consumers of their legal rights and to facilitate a response. Specifically, the notice should request the language and method of communication preferred by the consumer, inform consumers of their rights with respect to submitting a dispute or request for

information, and allow them to respond to the notice by mail or electronic means, such as email, text, or via the collector's website. The CFPB should translate the model form into multiple languages and require collectors to use the translated forms—or other ones they create on their own—to inform LEP consumers of their rights and the alleged debts at issue. Such measures will not only assist consumers, but also make the collections process more efficient for collectors.

The Proposed Rule is an important step in updating the FDCPA to address the concerns facing the industry and consumers today. Although DCA supports certain elements of the Proposed Rule, many others need further revision before being finalized. In these comments, we have attempted to identify some aspects of the Proposed Rule, and the debt-collection system more generally, that must be revised. We hope that our comments are considered when promulgating the final rules.

I. STRONGER CONSUMER PROTECTIONS ARE NECESSARY

Federal agencies, states and localities across the nation have recognized that there is a need for increased enforcement initiatives to protect consumers from abuses committed by the debt collection industry and have acted accordingly. Nationally, the Federal Trade Commission ("FTC"), United State Department of Justice, CFPB, and state and local authorities have coordinated enforcement activity through Operation Collection Protection to stop and prevent a broad range of illegal debt collection conduct, including abusive collection calls, threats of arrest or bogus lawsuits, and phantom debt scams. As a result of the coalition's efforts, more than 250 debt collectors were sued, judgments totaling millions of dollars were secured, dozens of companies and individuals were banned from collecting debt, and several individuals went to jail.

New York City and DCA have historically been leaders in protecting consumers from abuses committed by the debt collection industry, to protect NYC consumers from unlawful and abusive debt collection practices. A decade ago, in 2009, New York City and DCA overhauled its debt collection licensing laws and rules, adding a series of cutting-edge consumer protections, including (1) explicitly requiring debt buyers and attorneys who act as debt collectors to obtain licenses from DCA to operate their businesses; (2) prohibiting collectors from attempting to collect a debt on which the statute of limitations for initiating an action has expired *unless* the entity provides information about a consumer's legal rights; (3) requiring licensees to include in all debt collection communications a call-back number to a phone answered by a natural person and the name of such person; and (4) increasing licensees' record-keeping requirements to include records of all communications between the collector and the consumer, records of all lawsuits filed against consumers, and audio recordings of collection calls, among other items.

Through investigations, litigation, and compliance initiatives, DCA ensures that licensed and unlicensed debt collection agencies that collect or attempt to collect debt from NYC consumers operate in compliance with the City's laws. Recently, DCA's compliance initiatives have focused on payday loans, student loan debt, unlicensed debt collection activity, and Limited English Proficiency consumers. As a result of its investigations and compliance initiatives, DCA has secured millions of dollars in fines and restitution for thousands of NYC consumers.

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[1] Debt Collection Practices (Regulation F), 84 Fed. Reg. 23274 (proposed May 21, 2019).
[2] Fed. Reserve Bank of New York Center for Microeconomic Data, Household Debt and Credit Report (Q1 2019), *available at* https://www.newyorkfed.org/microeconomics/hhdc.html.

Despite these federal, state, and local efforts, and more than 40 years after the passage of the Federal Debt Collection Practices Act ("FDCPA"), abusive debt collection practices remain a pervasive problem. This is reflected in the sheer volume of consumer complaints received by agencies at all levels of government. For example, each year, DCA receives hundreds of complaints from NYC consumers about debt collection agencies and their conduct, making the industry consistently one of the top two subjects of DCA complaints. Consumers assert that collectors harass them, demand amounts they do not owe, conduct unwanted and excessive phone calls, fail to provide verification of disputed debts, and threaten dire circumstances if they don't pay. As part of its complaint review process, DCA (1) mediates complaints with businesses, often negotiating a favorable resolution for the consumer; and (2) investigates patterns of unlawful activities by licensed and unlicensed collectors. By interviewing consumers, reviewing account records and audio recordings of collection calls, and speaking to licensees about their business practices, DCA has gained significant insight into the industry and the various problems facing consumers. This insight frames the necessity for the proposals set forth below.

II. MODERNIZING DEBT COLLECTION COMMUNICATION

The Proposed Rule seeks to bring the FDCPA up to date, clarifying how debt collectors may employ modern communication technologies, such as text messaging and emails, in compliance with the law. It reflects today's reality that electronic communications—namely emails and text messages—are the dominant form of communications for many Americans. Although the goal of modernizing the FDCPA by encouraging greater use of electronic methods of communication is laudable, the Proposed Rule falls short in several important respects:

A. Excessive Call Frequency. The Proposed Rule would cap the number of calls a debt collector could place to a consumer every seven-day period at seven; any additional call would be treated as a per se violation of the FDCPA's prohibition on repetitive calling. Significantly, the limit applies on a *per debt* basis rather than a *per consumer* basis; thus, for example, if a consumer owes three medical debts, a collector could theoretically attempt to call the consumer up to 21 times per week simply by treating the debts individually.

This is plainly excessive. Under DCA's debt collection rules, a collector seeking to collect from a NYC consumer may not "in the absence of knowledge of circumstances to the contrary" contact the consumer about a debt more than *twice* during a seven-day calendar period.[3] Collectors have operated under this legal regime in NYC for decades without a problem. The CFPB should impose a similar limit – two attempted contacts per debt, per seven-day period – on a nationwide basis.

B. Limits on Electronic Communications. The Proposed Rule would cap a collector's weekly phone communications to seven per debt, but it contains no concomitant limitation on electronic communications, such as email and text message. Therefore, if adopted, collectors would not only be permitted legally to contact a consumer numerous times per seven-day period by phone, but they would also be able to text and/or email the same consumer about a debt without limitation.

The benefits of permitting electronic communications must be balanced against the costs. Consumers already deluged with collector phone calls should not also have to receive countless

[3] *See* 5 RCNY § 5-77(b)(iv).

collection emails and text messages about the same debt. Although under the Proposed Rule, consumers could opt out of receiving electronic communications entirely, if they choose to receive electronic communications as opposed to letters in the mail, they should not be forced to receive an unlimited number of such communications.

For the same reasons that the Proposed Rule limits phone calls it should also limit emails and text messages to no more than two per debt within a seven consecutive day period. Thus, in any given seven-day period, a collector would be entitled to make two telephone calls and send two emails or text messages about a debt.

C. Communication Preference Opt-in. Most consumers have a preference as to how they would like to be contacted by a debt collector. For certain consumers, electronic communications may be difficult to access. They may not have access to a computer or be able to receive emails or texts on their phone; they also may have trouble reviewing documents on their phone or printing them out. These consumers must be permitted to select mail as the means by which collectors may contact them and prevent collectors from sending them emails or text messages.

In contrast, other consumers may rely exclusively on text messages or emails to communicate with others. These consumers always opt for paperless delivery of documents; they do not send traditional mail; and they read emails and important communications on their phone. These consumers should be allowed to opt for collectors to communicate with them by email and text message, as opposed to by mail.

The Proposed Rule would allow collectors to communicate with consumers *both* by phone and by email and text message, unless a consumer *opted out* of receiving electronic messages. A consumer could not opt out of receiving mail, except by generally requesting a collector cease all communications. To make the process more efficient and cost-effective for collectors and consumers alike, collectors who opt to utilize electronic communications should be required to give consumers the option of receiving either mail or electronic communications (text message and email), but not both.

With an opt-in system, collectors could be confident that they are communicating in the consumers' preferred method and at the proper address; thus, they can be sure the communications will reach the desired recipient instead of a wrong party or in a spam filter. For example, in the initial validation notice, which would be sent by mail, the consumer would be prompted to choose between receiving future communications by mail or by email and text message. If the consumer chose email and text message, they could provide a current, preferred email address or phone number for text messages. Only if the consumer opted to receive communications by email and text message would the collector subsequently communicate in that manner. And if the consumer chose to go paperless, the collector could no longer send the consumer mail unless the consumer affirmatively chose to receive correspondence by mail once again.

The New York State Department of Financial Services' ("NYDFS") debt collection rules offer an example of a balanced opt-in approach. Under NYDFS' rules, after a collector sends by mail an initial validation notice to the consumer, it may send subsequent communications to the consumer by e-mail *if* (i) the consumer voluntarily provides an email address to the collector and

confirms it is not owned to the consumer's employer; and (ii) the consumer consents to receive emails from the collector in connection with a specific debt. *See* 23 CRR-NY 1.6. The CFPB should adopt a similar approach.

Importantly, the consumers' communication preference would be maintained by the collector and applied to all debts that collector attempts to collect from the consumer. This would alleviate consumers from having to opt-out on an individual debt-by-debt basis. And the Proposed Rule should require that the consumers' preference stay with the debt; thus, if the debt is sold or transferred to another agency, the consumer will not have to opt-out or select their preference once again.

If the consumer makes no selection, the default rule would apply – a collector could send consumers mail, but not email or text messages. An opt-in system would promote clarity and ensure collectors and consumers were communicating in the most efficient and effective manner.

D. <u>Limited-Content Messages.</u> The Proposed Rule introduces a new form of communication – a "limited-content message," designed to maintain a consumer's privacy with respect to the debt from third parties. To qualify as a limited-content message, the message *must* contain certain items (the individual collector's name and phone number), it *may* contain certain other items (for example, a statement that the person is calling about an account), but it *cannot* contain still other items, such as that the person is attempting to collect a debt. The Proposed Rule would exclude limited-content messages from the definition of "communications", meaning that a collector leaving a message would not be required to disclose the agency name and state that they are collecting a debt, thereby reducing the risk of a prohibited third-party disclosure.

There are two significant problems with the current proposal. First, if promulgated, consumers and others will quickly realize that those leaving cryptic messages referring to an "account" are in fact debt collectors. This is especially true today when few people leave the sort of voicemails contemplated by the rule. At the same time, a consumer will be less likely to respond to limited-content messages when they don't know the name of the company trying to reach them or the purpose of the call. Therefore, in the end, permitting such messages may do little to further the goals of promoting consumer contact and preventing consumers from embarrassment. Second, limited-content messages sent by email or text may closely resemble the sort of generic spam messages that consumers frequently receive. Indeed, sophisticated spam enterprises will mimic the language and format of collectors' messages, making them virtually indistinguishable for consumers. While consumers are taught not to open or respond to such communications, the Proposed Rule contemplates and encourages consumers to do exactly that. Therefore, as currently constructed, the Proposed Rule provides a blueprint for scammers who design phishing and text message scams.

E. <u>Consumer Use of Electronic Communications.</u> Although the Proposed Rule encourages collectors to use electronic communications to collect debts, it offers no analogous incentives to consumers to use electronic communications to dispute a debt, request information about a debt from the collector, or request that the collector cease and desist communication about a debt. The CFPB should make explicit that consumers may submit correspondence to debt collectors by electronic communication, whether or not the consumer receives the validation notice electronically, and that such communication should be treated as a communication "in writing" under the FDCPA.

Specifically, the CFPB should mandate that in instances where a consumer is invited to contact a debt collector by email or through the collector's website for any reason, or the collector has communicated to the consumer by email or text, the consumer should be permitted to respond in the same manner, and that communication should be sufficient to dispute the debt pursuant to 15 U.S.C. § 1692g or to request the collector cease communications pursuant to § 1692c(c). In particular, a consumer communication submitted by email, text message, or through a collector's website should be treated as a "written" communication. There is no reason a collector should have more of a right to use electronic communications than a consumer.

Permitting disputes or requests to cease communication by email, text message, or through a debt collector's website would also allow the collector to instantly confirm receipt of the correspondence. Indeed, such receipts should be required for certain consumer correspondence, including disputes, requests for verification, and requests to cease communication. This record could be retained by the consumer and would provide clarity in the event a dispute arises between the collector and the consumer.

III. LIMITED ENGLISH PROFICIENCY CONSUMERS

Despite substantial evidence that many consumers cannot communicate with debt collectors in their preferred language, and of the resulting harm to consumers, the Proposed Rule does not require collectors to offer and provide any services – including a basic notice of the consumers' rights – in any language other than English. Instead, the Proposed Rule simply permits collectors to provide language access services and offers suggested language collectors may use to do so.

A. Background. According to a consumer survey conducted in 2017, only 79% of consumers contacted about a debt in collection were able to communicate with the collector in their preferred language.[4] This problem is particularly salient in New York City, where almost 2 million residents—approximately 25% of the population—are limited-English proficient (LEP).[5] Without the ability to understand their rights or the collection notices and calls they receive, consumers will be unable to resolve their debts—either through dispute or payment—in a timely and efficient manner.

In 2017, DCA commenced a project to examine the challenges LEP consumers face interacting with debt collectors. Based on surveys conducted of the industry, the Department found that most debt collectors do not offer any language access services to consumers. Specifically, fewer than half of the collectors who responded to a survey by the Department reported that they offer language access services to consumers, including non-English language collection notices, multilingual representatives, or general translation services. Below we offer several recommendations the CFPB should adopt to improve the Proposed Rule.

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[4] *See* Consumer Fin. Protect. Bureau, Consumer Experiences with Debt Collection: Findings from the CFPB's Survey of Consumer Views on Debt (Jan. 2017), *available at* http://files.consumerfinance.gov.

[5] NYC Mayor's Office of Immigrant Affairs, "State of our Immigrant City: MOIA Annual Report for Calendar Year 2018," March 2019, p. 13, available at https://www1.nyc.gov/assets/immigrants/downloads/pdf/moia_annual_report%202019_final.pdf

B. Offering Model Validation Notices in all Languages. DCA's study revealed that unless debt collectors are required by law to provide language access services to consumers, most will not do so. Therefore, DCA recommends the CFPB amend its Proposed Rule to require debt collectors provide consumers all of the required validation information in the language requested by the consumer or otherwise in the language the collector knows or should know the consumer prefers. Such a measure would enable LEP consumers to understand their rights with respect to debt collection and facilitate the communication between consumers and collectors necessary to resolve many debts.

To promote consistency in the industry and alleviate concerns that providing validation information in languages other than English would be costly to collectors or expose them to litigation related to the adequacy and accuracy of the disclosures, the CFPB should, as part of the rule-making process, publish translations of the model validation notice it has proposed into languages other than English. Collectors would be able to rely upon such models as a safe harbor to ensure they were operating in compliance with the FDCPA and the corresponding rules.

At the very least, the model validation notice should be translated for consumers into Spanish when requested. As the CFPB has recognized, Spanish speakers represent the second-largest language group in the United States after English speakers; in 2016, 40 million residents in the United States aged five and older spoke Spanish at home.[6]

C. Collectors Should Request a Consumer's Language Preference and Maintain such Information in its Records. If model validation notices are available to collectors in languages other than English, or a specific collector chooses to make notices available in other languages, the collector should request that consumers select a language preference for communications at the initiation of the collection process. Collectors should inquire about a consumer's language preference on the initial validation notice and maintain such information in its records, regardless of when it is provided by the consumer to the collector. If the collector transfers the debt to a different debt collector, refers it for litigation, or returns it to the creditor, the consumer's language preference should be included with the debt file; as a result, subsequent collectors will immediately know the consumer's language preference and must begin collection efforts in that language.

D. The Dispute Period Should Restart upon Receipt of a Translated Validation Notice. As explained above, the Proposed Rule would allow debt collectors to include, together with the required validation information, an optional Spanish-language disclosure that informs consumers a Spanish-language validation notice is available to them upon request. The Model Form B-3 attached to the Proposed Rule, explained in greater detail below, contains specific language a collector may use to inform consumers that Spanish-language notice is available upon request.

Whether the provision of a non-English language validation notice is required or merely optional, however, the Proposed Rule does not address what obligations fall on a collector who offers such a notice that the consumer subsequently requests. Currently, the FDCPA does not contemplate such requests, and seemingly requires a consumer to dispute the debt or request

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[6] *See* U.S. Census Bureau, *Profile America for Facts for Features CB17-FF.17: Hispanic Heritage Month 2017*, at 4 (Oct. 17, 2017), *https://www.census.gov/newsroom/facts-for-features/2017/hispanic-heritage.html*.

the name and address of the original creditor within 30 days of receiving the *initial English-language* notice.

Maintaining this same deadline for consumers who request a non-English language validation notice could effectively nullify the benefits of providing a translated notice. If a consumer receives an English-language validation notice and 14 days later requests a Spanish-language version of such notice, it is plausible the consumer may not receive the translated notice until after the 30 days period has elapsed to dispute the debt. At that point, they may have lost their right to dispute the debt and request documentation verifying the debt.

A consumer who requests a validation notice in a language other than English should not be placed at a disadvantage as compared to an English-speaking consumer with respect to their right to dispute or request information about a debt. If a consumer requests a validation notice in another language, the 30-day dispute period should restart from the date the consumer receives the translated notice.

IV. IMPROVED VALIDATION NOTICE

As part of the Proposed Rule, the CFPB introduced a proposed Model Form B-3 that would, if used by a collector, comply with the FDCPA, 15 U.S.C. § 1692(g)(a), and the Proposed Rule's disclosure requirements. While the idea of publishing a model validation form for the collection industry is promising, further modifications must be done before the Proposed Rule and the Model Form are finalized.

A. Provided in Writing. The Proposed Rule would allow collectors to convey the required validation information to consumers orally in the initial communication, *see* 12 CFR § 1006.34(a)(1)(ii), or, if certain conditions are met, in an email or through a hyperlink contained in an email or text message. Neither approach makes sense.

Given the sheer amount of validation information that a collector is required to convey to a consumer, conveying it orally is implausible, at least if the collector is not required to follow up with a validation notice. For example, a collector would have to disclose (a) the name of the creditor; (b) the amount owed; (c) a consumer's right to dispute the debt; (d) the consequences of not disputing the debt; and (e) the consumer's right to request additional information about the creditor, just to name a few items. A consumer will be hard-pressed to understand all of the information and disclosures conveyed to them orally, thereby minimizing the value of the validation disclosures.

Consumers face other hurdles from receiving oral validation disclosures. If the collector is recording the phone call, the consumer may not immediately understand – even if an oral disclosure is made – that whatever they say is being recorded and could be used against them in the future. Further, the consumer will not be given a segregated form allowing them to easily dispute the debt, request information, or communicate their language preference to the collector. And LEP consumers will be at a particular disadvantage: a collector would not have to provide the validation information orally in another language and a consumer may not understand that they can opt to receive such notice in writing in another language.

The proposal to permit collectors to provide validation notices to consumers electronically raises other important concerns. Because the validation notice is often the first contact a collector

has with a consumer, a consumer may not recognize the collector's name when receiving the email or text, leading the consumer to potentially ignore or delete the communication. And if the consumer opens the email, they may face the prospect of clicking on a hyperlink from a potentially unknown party. As explained above, these types of collection emails will undoubtedly be copied by scammers looking to exploit consumers with viruses or other scams. Consumers should not be forced to choose between clicking a hyperlink and risking a scam or virus or overlooking potentially important information about an alleged debt and their legal rights.

For these reasons, the CFPB should prohibit collectors from meeting their validation obligations through an oral communication or an electronic communication alone. Instead, the Proposed Rule should require that validation notices be provided in writing and sent by mail.

B. Communication Preference. Because virtually all consumers subject to collection receive a validation notice about the debt or alleged debt at issue, it presents an optimal method by which a collector can request the communication preference of the consumer – mail, text message, or electronic communications. If the consumer opts to receive electronic communications, he or she can provide the best email address or phone number at which to be reached; if the consumer opts to receive mail only, the collector would not be permitted to send text message or email to the consumer. By providing this option up-front, the collector can eliminate problems down the road when the consumer receives communications that they either do not want or cannot access.

C. Language Preference. Disclosures are not useful to consumers if they do not understand them. As explained in detail above, the validation notice should include a question about the consumer's language preference; by selecting a language and returning the form to the collector, the consumer will be requesting a copy of the notice in that language. The question should incorporate all languages for which the CFPB offers a model notice to the industry and those the collector makes available on its own.

D. Call Recording Disclosure. When the FDCPA was enacted over 40 years ago, debt collectors did not have the ability to record and store massive audio recordings of each phone call with a consumer. Today, they do; most debt collectors now record collections calls. In addition to the so-called "mini-Miranda" warning required by 15 U.S.C. 1692e(11), which alerts consumers that any statements they give the debt collector may be used against them and in court, consumers must also be made aware—to the extent it is occurring—that any calls with a debt collector are recorded and the collector may use any information obtained against the consumer. To the extent that collectors do record collection calls, they should notify consumers of this in the initial validation notice; that way, if a consumer calls the collector to dispute the debt, request information, or to make a payment, they will know that the call will be recorded and that anything the consumer says may be used against them.

E. Consumer Testing. The model validation notice published with the Proposed Rule was tested by only a limited number of participants and focus groups. The CFPB should test the final notice more extensively and include diverse and large groups of people such as LEP consumers, students, consumers from all socio-economic backgrounds, and older consumers. The Bureau should evaluate how consumers react when seeing the notice, where they focus their attention, whether they understand what the form is attempting to convey, including all of the important disclosures, and whether they are likely to use the tear-off sheet at the bottom to

communicate with the collector. With more thorough testing, the CFPB can further improve the model form in a manner that will assist both collectors and consumers.

Attached as Appendix A is a model validation form that has been revised to reflect many of the comments discussed above.

V. POSITIVE PROPOSALS

DCA supports several aspects of the Proposed Rule and believes these elements should be maintained in any final rule promulgated by the CFPB.

- **Prohibit "Parking" Debts.** DCA has received consumer complaints about "parking" debt: the process of collectors reporting debt to consumer reporting agencies before attempting to collect the debt. The Proposed Rule would prohibit this practice and require collectors to first send a letter to the consumer.

- **Workplace Email Addresses.** The Proposed Rule would prohibit a debt collector, except if an exception applies, from contacting a consumer by using an email address that the debt collector knows or should know is provided by the consumer's employer.

- **Prohibit Communications on Public Social Media Platforms.** The Proposed Rule would prohibit a collector from communicating or attempting to communicate with a consumer through social media if the media is viewable by an unauthorized third party, including the public generally. The prohibition applies broadly, including to limited-content messages.

- **Prohibit Transfers of Debt**. The Proposed Rule would prohibit a collector, except in limited circumstances, from transferring a debt to another debt collector that the debt collector knows or should know is settled, discharged in bankruptcy, or contested via an identity theft report.

We urge the Bureau to revise its Proposed Rule in accordance with the comments stated herein, and we thank you for the opportunity to submit comments.

Sincerely,

Lorelei Salas
Commissioner

APPENDIX A

North South Group
P.O. Box 121212
Pasadena, CA 91111-2222
Contact *John Doe* at (800) 123-4537 from 8 am to 8 pm EST, Monday through Saturday
www.example.com
DCA License No. 348930

To: Person A
2233 Park Street
Apartment 342
Bethesda, MD 20815

Reference: 548-345

North South Group is a private debt collector. We are trying to collect a debt we believe you owe to Bank of Rockville. We will use any information you give us now and in future contacts to collect the alleged debt. Calls may be monitored and/or recorded.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-789.

As of January 2, 2017, you owed:	$ 2,345.56
Between January 2, 2017 and today:	
You were charged this amount in interest:	+ $ 75.00
You were charged this amount in fees:	+ $ 25.00
You paid or were credited this amount toward the debt:	- $ 50.00
Total amount of the debt now:	$ 2.395.56

How can you dispute the debt?

- **Call or write to us to dispute all or part of the alleged debt.** If you do not write within 30 days of receiving this notice, we will assume that our information is correct. If you write us within 30 days of receiving this notice, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may dispute the debt by phone, using the form below, or by writing us without the form. You may also include supporting documents. We accept disputes electronically at www.example.com/dispute, by text at 123-456-7890, and by email at dispute@example.com.

What else can you do?

- **Write to ask for the name and address of the original creditor.** If you write within 30 days of receiving this notice, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.example.com/request, by text at 123-456-7890, and by email at request@example.com.
- **Learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state and local law disclosures on reverse side.
- Request this notice in a different language. (Select language below.)

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① **Mail this form to:**
North South Group
P.O. Box 121212
Pasadena, CA 91111-2222

② **Text image of form to:**
800-245-2341

③ **E-mail this form to:**
Dispute@example.com

Person A
2323 Park Street
Apartment 342
Bethesda, MD 20815

I want to receive this form in

(check one below)

☐ Español (Spanish)
☐ عربي (Arabic)
☐ 中文 - 繁體字 (Chinese-Traditional)

I want to communicate by

(check all that apply)

☐ Mail
☐ E-mail (address below)
____
☐ Text Message (number below)
____

How do you want to respond?

Check all that apply:

☐ **I want to dispute the debt because I think**
☐ This is not my debt.
☐ The amount is wrong.
☐ Other (please describe on reverse or attach additional information).

☐ **I want you to send me the name and address of the original creditor.**

☐ **I enclose this amount:** $

Make your check payable to *North South Group.* Include the reference number 584-345.