

June 20, 2019

TO: Committee on Scope and Program
FROM: Cam Pestinger, *Fellow*
RE: Debt Collection Default Judgments

In August 2018, the Conference of Chief Justices and Conference of State Court Administrators adopted a resolution supporting rules regarding default judgments in debt collection cases.¹ Specifically, they urged members to consider enacting rules that require plaintiffs in debt collection cases to file documentation demonstrating their legal entitlement to the amounts they seek before an entry of default.² Though currently a minority, some states have answered this call. This memo discusses such developments and addresses whether the Uniform Law Commission should consider the subject as a new uniform act. It first provides a background discussion, noting how significant changes in debt collection practices are impacting state courts and consumers. It next discusses federal and state efforts to regulate debt collection litigation in light of these industry changes. Last, it addresses whether a project on the subject meets the Uniform Law Commission’s criteria for a new uniform act.

I. BACKGROUND

The debt buying industry’s business model is rooted in a very simple logic. If debt buyers can acquire debts cheaply enough, and develop efficient, low-cost methods of pursuing debtors, they can realize substantial profits by collecting even a small percentage of the debts they purchase.³

A leading change in debt collection practices is the dramatic growth of the multi-billion dollar debt buying industry.⁴ From 2001 to 2006, the revenue of four major debt buying firms increased by more than 700 percent.⁵ Between 2002 and 2015, two of the largest publicly traded debt buyers saw an annualized increase in revenue of more than 20 percent per year.⁶ By 2017,

¹ CONFERENCE OF CHIEF JUSTICES AND CONFERENCE OF STATE COURT ADMINISTRATORS, RESOLUTION 4: IN SUPPORT OF RULES REGARDING DEFAULT JUDGMENTS IN DEBT COLLECTION CASES (2018).

² *Id.*

³ CHRIS ALBIN-LACKEY, HUMAN RIGHTS WATCH, RUBBER STAMP JUSTICE: US COURTS, DEBT BUYING CORPORATIONS, AND THE POOR 11 (2016), <https://www.hrw.org/report/2016/01/20/rubber-stamp-justice/us-courts-debt-buying-corporations-and-poor>.

⁴ In 2009, the Federal Trade Commission called the advent and growth of debt buying “the most significant change in the debt collection business” in recent years. *See* FED. TRADE COMM’N, THE STRUCTURE AND PRACTICES OF THE DEBT BUYING INDUSTRY i (2013), <https://www.ftc.gov/sites/default/files/documents/reports/structure-and-practices-debt-buying-industry/debtbuyingreport.pdf>.

⁵ CLAUDIA WILNER & NASOAN SHEFTEL-GOMES, DEBT DECEPTION: HOW DEBT BUYERS ABUSE THE LEGAL SYSTEM TO PREY ON LOWER-INCOME NEW YORKERS 3 (2010), https://www.neweconomynyc.org/wp-content/uploads/2014/08/DEBT_DECEPTION_FINAL_WEB-new-logo.pdf.

⁶ *Id.*

debt buyers generated about one-third of debt collection revenue, approximately \$3.5 billion.⁷ A perfect storm of consumer indebtedness, availability of cheap debt, and efficient, low-cost litigation strategy has allowed debt buyers to realize these substantial profits.

Trying to fill the gap between stagnating or declining wages and increased costs of living, consumers have increasingly relied on credit. Between 1989 and 2006, Americans' overall credit card debt grew by 315 percent from \$211 to \$876 billion.⁸ But for many consumers, the debt load has become unmanageable. In 2013, the Urban Institute reported that 35 percent of adults with credit files, or 77 million Americans, have debt in collections.⁹ One large debt collector boasts that one out of five American consumers either owe it money or have owed it money in the past.¹⁰

The debt explosion has created a fertile market for the debt buying industry, and debt buyers can purchase billions in delinquent debt at little cost. From 2006 to 2009, the nine largest debt buyers acquired ninety million accounts, consisting of \$143 billion in outstanding debt, paying less than \$6.5 billion, or about four cents per dollar.¹¹ In 2012, Encore Capital Group, a publicly traded debt buyer, invested \$562.3 million in debt portfolios with a \$18.5 billion face value, an average of only three cents per dollar.¹² Testimony from the Office of the Comptroller of the Currency in 2013 indicated that the nineteen largest banks sold about \$37 billion in debt a year to debt buyers, with the prices ranging from five to ten cents on the dollar.¹³

Once purchased, debt buyers use state courts to aggressively collect. Because an overwhelming majority of collection lawsuits result in default judgments,¹⁴ debt buyers file cases in bulk on the assumption that consumer defendants will not appear in the proceedings.¹⁵

⁷ BUREAU OF CONSUMER FIN. PROT., FAIR DEBT COLLECTION PRACTICES ACT: CFPB ANNUAL REPORT 2018 10 (2018), https://files.consumerfinance.gov/f/documents/cfpb_fdcpa_annual-report-congress_03-2019.pdf.

⁸ CLAUDIA WILNER & NASOAN SHEFTEL-GOMES, DEBT DECEPTION: HOW DEBT BUYERS ABUSE THE LEGAL SYSTEM TO PREY ON LOWER-INCOME NEW YORKERS 3 (2010).

⁹ CAROLINE RATCLIFFE ET AL., URBAN INSTITUTE, DEBT IN AMERICA 3 (2014), <https://www.urban.org/research/publication/delinquent-debt-america>.

¹⁰ CHRIS ALBIN-LACKEY, HUMAN RIGHTS WATCH, RUBBER STAMP JUSTICE: US COURTS, DEBT BUYING CORPORATIONS, AND THE POOR 11 (2016), <https://www.hrw.org/report/2016/01/20/rubber-stamp-justice/us-courts-debt-buying-corporations-and-poor>.

¹¹ FED. TRADE COMM'N, THE STRUCTURE AND PRACTICES OF THE DEBT BUYING INDUSTRY 8 (2013).

¹² ENCORE CAPITAL GROUP INC., ANNUAL REPORT (FORM 10-K) 36 (2013), http://www.annualreports.com/HostedData/AnnualReportArchive/e/NASDAQ_ECPG_2012.pdf.

¹³ *Shining Light on the Consumer Debt Industry: Hearing Before the Subcomm. On Financial Institutions & Consumer Prot., Senate Comm. On Banking, Hou., and Urban Affairs*, 113th Cong. (July 17, 2013).

¹⁴ See *McCollogh v. Johnson, Rodenburg & Lauinger, L.L.C.*, 637 F.3d 939 (9th Cir. 2011) (Montana collection attorney estimated that 90 percent of collection lawsuits result in a default judgment); Fed. Trade Comm'n, *Repairing a Broken System* 7 (2010) (most panelists from around the country at FTC hearings indicated that the 90 percent figure was about right); and *The Legal Aid Soc'y, Debt Deception* 6 (2010) (study of New York City collection cases found that 94.3 percent of cases in sample resulted in default judgment or settlement).

¹⁵ Over 70 percent of the 320,000 collection actions brought in New York City in one year, for instance, were brought by just four law firms. On average, each of these four firms each week filed over 1,000 new cases and obtained over 800 default judgments in other cases. See URBAN JUSTICE, DEBT WEIGHT, THE CONSUMER CREDIT

Since consumer defendants rarely defend against debt buyers' claims, debt buyer plaintiffs receive favorable judgments despite sloppy litigation and wholesale abuse of state courts. Considerable commentary suggests that debt buyers: frequently cannot demonstrate that they are the real party in interest or otherwise have standing to sue upon the debt;¹⁶ often sue with insufficient evidence of the alleged debt;¹⁷ serve defendants at incorrect addresses;¹⁸ attempt to collect time-barred debt;¹⁹ and may sue the wrong defendant,²⁰ for the wrong amount,²¹ or the same defendant twice.²²

The dramatic growth of the debt buying industry has severely impacted courts and vulnerable US consumers. First, Debt collection cases are currently overwhelming state courts. One study examined the percentage of debt collection cases filed in New York state city civil courts and found the following percentages: 76 percent in Buffalo, 77 percent in Albany, and 89 percent in Rochester.²³ Other studies have found that over 50 percent of some court dockets are collection cases.²⁴ In one year, debt buyers were responsible for more than half of the over

CRISIS IN NEW YORK CITY AND ITS IMPACT ON THE WORKING POOR (2007), https://cdp.urbanjustice.org/sites/default/files/CDP.WEB.doc_Report_Debt%20Weight_200710.pdf.

¹⁶ JONATHAN SHELDON ET AL., NATIONAL CONSUMER LAW CENTER, COLLECTION ACTIONS: DEFENDING CONSUMERS AND THEIR ASSETS 87 (4th ed. 2017).

¹⁷ E.g., Peter A. Holland, *The One Hundred Billion Dollar Problem in Small Claims Court: Robo-Signing and Lack of Proof in Debt Buyer Cases*, 6 J. BUS. & TECH. L. 259, 263 (2011); see also CONSUMER FIN. PROT. BUREAU, STUDY OF THIRD-PARTY DEBT COLLECTION OPERATIONS 23, (2016) (finding that only 14 percent of debt buyers always receive the original credit agreements and billing statements).

¹⁸ HUMAN RIGHTS WATCH, RUBBER STAMP JUSTICE: US COURTS, DEBT BUYING CORPORATIONS, AND THE POOR 36 (2016).

¹⁹ E.g., Peter A. Holland, *Notes from the Trenches: Current Trends in Consumer Junk Debt Buyer Litigation*, 49 MD. B.J. 18, 24 (2016).

²⁰ A recent study found that more than one-half of the consumers who had been contacted about a debt in collection reported that at least one of the debts about which they had been contacted was not theirs or was for the wrong amount. See BUREAU OF CONSUMER FIN. PROT., CONSUMER EXPERIENCE WITH DEBT COLLECTION: FINDINGS FROM CFPB'S SURVEY OF CONSUMER VIEWS ON DEBT 24 (2017).

²¹ *Id.*

²² Chase Bank USA, N.A., v. Cardello, 896 N.Y.S.2d 856, 857 (N.Y. Civ. Ct. 2010) (“[O]n a regular basis this court encounters defendants being sued on the same debt by more than one creditor alleging they are the assignee of the original credit card obligation. Often these consumers have already entered into stipulations to pay off the outstanding balance due the credit card issuer and find themselves filing an order to show cause to vacate a default judgment from an unknown debt purchaser for the same obligation.”).

²³ New York City Civil Court had the lowest at 36 percent, largely due to new protections and requirements instituted in New York City. See NEW ECONOMY PROJECT, THE DEBT COLLECTION RACKET IN NEW YORK (2013), <https://www.neweconomy-nyc.org/wp-content/uploads/2014/08/DebtCollectionRacketUpdated.pdf>.

²⁴ Richard M. Hynes, *Broke But Not Bankrupt: Consumer Debt Collection in State Courts*, 60 FLA. L. REV. 1 (2008); URBAN JUSTICE, DEBT WEIGHT, THE CONSUMER CREDIT CRISIS IN NEW YORK CITY AND ITS IMPACT ON THE WORKING POOR (2007).

150,000 collection cases filed in Cook County, Illinois.²⁵ Second, reports indicate that debt collection practices have a disproportionate impact on vulnerable communities. Communities of color and low-income communities, for example, experience higher rates of abusive debt collection practices and debt collection lawsuits.²⁶ And among communities of color, debt collection lawsuits are far more common, with some studies indicating that a greater percentage of cases end in default when the defendant is from a community of color and a low-income community.²⁷

II. FEDERAL AND STATE RESPONSES TO DEBT BUYER LITIGATION

As awareness of debt buyer abuse increases, many have called for solutions. This Part details current federal and state efforts to regulate debt collection litigation geared toward deterring harmful debt buyer practices.

A. Federal Action

In May 2019, the Bureau of Consumer Financial Protection proposed to amend Regulation F, 12 CFR part 1006, which implements the Fair Debt Collection Practices Act (FDCPA).²⁸ These amendments include proposals that would prohibit debt collectors from suing consumers to collect time-barred debts²⁹ and prohibit collectors from selling, transferring, or placing for collection a debt that has been paid or settled, discharged in bankruptcy, or that an identity theft report has been filed with respect to the debt.³⁰ If enacted, collection plaintiffs could face administrative enforcement³¹ or consumer lawsuits³² for violating these prohibitions. The comment period closes August 2019.

²⁵ Brief of Amici Curiae Legal Assistance Found. Of Metro. Chi., Nat'l Ass'n of Consumer Advocates, and Am. Ass'n of Retired Persons in Support of Defendant-Appellee, Portfolio Acquisitions, L.L.C. v. Feltman, 909 N.E.2d 876 (Ill. App. Ct. 2009).

²⁶ Lisa Stifler, *Debt in the Courts: The Scourge of Abusive Debt Collection Litigation and Possible Policy Solutions*, 11 HARV. L. & POL'Y REV. 110 (2017).

²⁷ ANNIE WALDMAN & PAUL KIEL, RACIAL DISPARITY IN DEBT COLLECTION LAWSUITS: A STUDY OF THREE METRO AREAS 25 (2015), <https://static.propublica.org/projects/race-and-debt/assets/pdf/ProPublica-garnishments-whitepaper.pdf>.

²⁸ Debt Collection Practices (Regulation F), 84 Fed. Reg. 23274 (proposed May 21, 2019), <https://www.federalregister.gov/documents/2019/05/21/2019-09665/debt-collection-practices-regulation-f>.

²⁹ *Id.*

³⁰ *Id.*

³¹ 15 U.S.C.A. § 1692l(a).

³² *Id.* § 1692k(a).

B. State Action

States responding to debt buyer litigation have overwhelmingly relied on burden-shifting provisions to mediate the impact of consumer defendants' inactivity leading to default judgments.³³ Whereas consumer defendants typically carry the burden of contesting claims, these laws shift that burden away from defendants by increasing pleading and evidentiary standards.³⁴ In particular, these laws require stricter proof prior to an entry of default, ensure that the alleged debt is not time-barred, and protect consumers against inadequate notice.³⁵

1. Require Stricter Proof Prior to an Entry of Default

When purchasing delinquent accounts, debt buyers commonly receive limited information and documentation.³⁶ Consequently, they file lawsuits that cannot be substantiated, are inaccurate in amount, or may not be owed by the defendant pursued.³⁷ In response, some states now demand stricter proof before courts may enter a default judgment against a defendant.³⁸ Colorado's statute is representative of these states' efforts.³⁹ There, prior to an entry of default, plaintiffs must submit documentation admissible under its rules of evidence that establish the amount and nature of the debt owed.⁴⁰ Such documentation must include the account number, the original creditor's name, the amount due at charge-off, an itemization of post charge-off additions sought, the date of the last payment or transaction, and the date the defendant incurred the debt.⁴¹ Additionally, plaintiffs must attach a copy of the contract, account holder agreement, or other writing evidencing the debt.⁴² If no writing exists, plaintiffs are required to submit a copy of a document provided to the consumer while the account was active

³³ See Emily S. Taylor Poppe, *Why Consumer Defendants Lump It*, 14 NW J. L. & SOC. POL'Y 149, 183 (2019).

³⁴ *Id.*

³⁵ To date, at least 14 states have enacted such laws. These include California, Colorado, Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, Minnesota, Oregon, New York, North Carolina, Texas, and Washington. See CAL. CIV. CODE § 1788; COLO. REV. STAT. § 5-16-111; CONN. GEN. STAT. § 36a-813; DEL. ADMIN. DIR. No. 2012-2; ILL. SUP. CT. R. 280.2; ME. REV. STAT. ANN. tit. 32, § 11019; MD. R. 3-306; MASS. R. CIV. P. 8.1; MINN. STAT. ANN. § 548.101; N.Y. CT. RULES § 202.27-a; N.C. GEN. STAT. ANN. §§ 58-70-155, 58-70-150; OR. REV. STAT. § 646A.670; TX. R. CIV. PROC. 508.3; and H.B. 1066, 66th Reg. Sess. (Wash. 2019).

³⁶ Lisa Stifler, *Debt in the Courts: The Scourge of Abusive Debt Collection Litigation and Possible Policy Solutions*, 11 HARV. L. & POL'Y REV. 91, 100 (2017); see also FED. TRADE COMM'N, THE STRUCTURE AND PRACTICES OF THE DEBT BUYING INDUSTRY 7-8 (2013) ("both sellers and buyers know that some accounts included within a portfolio might have incomplete or inaccurate data, including data on important information such as the then-current balances on debts.").

³⁷ *Id.*

³⁸ See *supra*, note 35

³⁹ COLO. REV. STAT. § 5-16-111.

⁴⁰ *Id.* § 5-16-111(3).

⁴¹ *Id.*

⁴² *Id.* § 5-16-111(2)(a)(I).

demonstrating that the debt is the defendant's, or, in the case of a credit card, the most recent monthly statement recording a purchase, payment, or balance transfer.⁴³ Last, the plaintiff must furnish a copy of the assignment establishing that they own the debt. If the debt sought has been sold more than once, the plaintiff must provide a complete chain of title.⁴⁴

2. Ensure Debt is Not Time-Barred

In most states, the running of a statute of limitations does not extinguish the cause of action. Rather, defendants must raise the issue as an affirmative defense. Where defaults are the norm, there is a real threat of an adverse judgment for the collection of time-barred debt, particularly when an old debt has been sold and resold.⁴⁵ Though courts have held that bringing a lawsuit to collect time-barred debt is an unfair or deceptive practice under the FDCPA,⁴⁶ there is currently no widespread prohibition on the practice. To protect consumers against this threat, some states now require a plaintiff suing on a debt to certify that the relevant statute of limitations has not run.⁴⁷

3. Ensure Defendants Receive Proper Notice

Inadequate notice has been a significant problem in many debt buyer lawsuits.⁴⁸ Addresses passed on to debt buyers may be years out of date. This is particularly true with an old debt that has been sold multiple times across different debt buyers. Some critics even allege that debt buyers or their attorneys cut corners when serving notice because default judgments are a cheap and efficient litigation strategy.⁴⁹ While most courts rely exclusively on plaintiffs to ensure that defendants receive notice of a lawsuit and do little to ensure compliance, some states have taken proactive measures to protect consumers against inadequate notice.⁵⁰ Massachusetts, for example, requires plaintiffs to submit an affidavit stating that the address used for notice has been verified as the defendant's within three months prior to the commencement of the action.⁵¹

⁴³ *Id.* § 5-16-111(2)(a)(III).

⁴⁴ *Id.*

⁴⁵ The FTC has concluded, “[a] major concern related to debt buying is the conduct of some debt buyers in collecting, threatening to sue, or suing on debt that is time-barred.” *See* FED. TRADE COMM’N, THE STRUCTURE AND PRACTICES OF THE DEBT BUYING INDUSTRY 44 (2013).

⁴⁶ *E.g.*, *Basile v. Blatt, Hasenmiller, Leibsker & Moore LLC*, 632 F. Supp. 2d 842, 845 (N.D. Ill. 2009).

⁴⁷ *See* ILL. SUP. CT. R. 280.2; MASS. R. CIV. P. 8.1(f); *and* N.Y. CT. RULES § 202.27-(e)

⁴⁸ HUMAN RIGHTS WATCH, RUBBER STAMP JUSTICE: US COURTS, DEBT BUYING CORPORATIONS, AND THE POOR 36 (2016).

⁴⁹ *Id.* at 36.

⁵⁰ *See* CAL. CIV. CODE § 1788.58(a)(7); MINN. STAT. ANN. § 548.101; *and* MASS. R. CIV. P. 8.1(e).

⁵¹ MASS. R. CIV. P. 8.1.

III. UNIFORM LAW COMMISSION CRITERIA FOR UNIFORM ACTS

A uniform law on debt collection default judgments meets the Uniform Law Commission's criteria for proposed uniform acts. First, the subject matter is appropriate for state legislation in view of the powers granted by the Constitution of the United States Congress. Debt collection falls within the concurrent jurisdiction of the federal and state governments. While Congress has acted in the field, most notably with the federal FDCPA, those actions would doubtfully conflict with state efforts to regulate default judgments in debt collection cases.⁵² So long as state laws are consistent with the FDCPA's provisions, the FDCPA will not preempt them.⁵³ As the FDCPA makes clear, state law is not inconsistent with its provisions if it affords any consumer greater protections than the FDCPA provides.⁵⁴ Because state efforts to regulate debt collection default judgments further the FDCPA's purpose of eliminating abusive debt collection practices⁵⁵ and affords consumers greater protections than the FDCPA provides, preemption is unlikely.

Second, a uniform act on the subject is consistent with the Uniform Law Commission's objective to promote uniformity where it is desirable and practicable. As noted above, debt buyer claims are clogging many state courts and the abusive practices they deploy are harming consumers across the country. In response, some states have addressed these emerging issues through statutes and court rules that place a higher burden on plaintiffs filing collection actions. Consequently, courts and consumers in other jurisdictions are placed at a significant disadvantage. Given the need and desire of courts and consumers for stronger protections,⁵⁶ a uniform act on the subject is a practicable step in avoiding the disadvantages arising from the current diversity in state law.

IV. CONCLUSION

Changes in debt collection practices have created a need for regulations that protect both courts and consumers. While the federal and state governments have taken some action toward that end, most courts and consumer defendants are left at a significant disadvantage. A uniform law on the subject may put courts and consumers at a greater advantage *vis-a-vis* the debt buying industry. This approach, it has been argued, is both desirable and practicable, and deserving of the Uniform Law Commission's consideration.

⁵² Stephen Gardbaum, *The Nature of Preemption*, 79 CORNELL L. REV. 767, 771 (1994) (states or other localities may be deprived of their power to act in a given area when a rule or action is in direct conflict with federal law).

⁵³ 15 U.S.C.A. § 1692(n).

⁵⁴ *Id.*

⁵⁵ *Id.* § 1692(e) ("It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors . . .").

⁵⁶ See CONFERENCE OF CHIEF JUSTICES AND CONFERENCE OF STATE COURT ADMINISTRATORS, RESOLUTION 4: IN SUPPORT OF RULES REGARDING DEFAULT JUDGMENTS IN DEBT COLLECTION CASES (2018).

APPENDIX A. ACTING STATES

California	CAL. CIV. CODE § 1788
Colorado	COLO. REV. STAT. § 5-16-111
Connecticut	CONN. GEN. STAT. § 36a-813
Delaware	DEL. ADMIN. DIR. No. 2012-2
Illinois	ILL. SUP. CT. R. 280.2
Maine	ME. REV. STAT. ANN. tit. 32, § 11019
Maryland	MD. R. 3-306
Massachusetts	MASS. R. CIV. P. 8.1
Minnesota	MINN. STAT. ANN. § 548.101
New York	N.Y. CT. RULES § 202.27-a
North Carolina	N.C. GEN. STAT. ANN. §§ 58-70-155, 58-70-150
Oregon	OR. REV. STAT. § 646A.670
Texas	TX. R. CIV. PROC. 508.3
Washington	H.B. 1066, 66 th Reg. Sess. (Wash. 2019)

APPENDIX B. SAMPLE STATE STATUTES

N.C. GEN. STAT. ANN. § 58-70-155. Prerequisites to entering a default or summary judgment against a debtor under this part.

(a) Prior to entry of a default judgment or summary judgment against a debtor in a complaint initiated by a debt buyer, the plaintiff shall file evidence with the court to establish the amount and nature of the debt.

(b) The only evidence sufficient to establish the amount and nature of the debt shall be properly authenticated business records that satisfy the requirements of Rule 803(6) of the North Carolina Rules of Evidence. The authenticated business records shall include at least all of the following items:

- (1) The original account number.
- (2) The original creditor.
- (3) The amount of the original debt.
- (4) An itemization of charges and fees claimed to be owed.
- (5) The original charge-off balance, or, if the balance has not been charged off, an explanation of how the balance was calculated.
- (6) An itemization of post charge-off additions, where applicable.
- (7) The date of last payment.
- (8) The amount of interest claimed and the basis for the interest charged.

OR. REV. STAT. § 646A.670. Legal action; initial pleading; judgment; attorney fees; request for information.

(1) A debt buyer that brings legal action to collect or brings legal action to attempt to collect purchased debt, or a debt collector that brings legal action on the debt buyer's behalf, shall include in an initial pleading that begins the legal action:

- (a) The original creditor's name, written as the original creditor used the name in dealings with the debtor;
- (b) The name, address and telephone number of the person that owns the debt and a statement as to whether the person is a debt buyer;
- (c) The last four digits of the original creditor's account number for the debt, if the original

creditor's account number for the debt had four or more digits;

(d) A detailed and itemized statement that shows:

(A) The amount the debtor last paid on the debt, if the debtor made a payment, and the date of the payment;

(B) The amount and date of the debtor's last payment on the debt before the debtor defaulted or before the debt became charged-off debt, if the debtor made a payment;

(C) The balance due on the debt on the date on which the debt became charged-off debt;

(D) The amount and rate of interest, any fees and any charges that the original creditor imposed, if the debt buyer or debt collector knows the amount, rate, fee or charge;

(E) The amount and rate of interest, any fees and any charges that the debt buyer or any previous owner of the debt imposed, if the debt buyer or debt collector knows the amount, rate, fee or charge;

(F) The attorney fees the debt buyer or debt collector seeks, if the debt buyer or debt collector expects to recover attorney fees; and

(G) Any other fee, cost or charge the debt buyer seeks to recover; and

(e) The date on which the debt buyer purchased the debt.

(2)(a) A court may not enter a judgment for a debt buyer or debt collector that has not complied with the requirements set forth in this section.

(b) If a court grants a judgment for a debt buyer or debt collector that does not comply with the requirements set forth in this section, the debtor in a motion under ORCP 71 may petition the court for relief from the judgment or the court may grant relief on the court's own motion.

(3) A debt buyer or debt collector may obtain attorney fees in a legal action to collect or attempt to collect a debt only if:

(a) The debt buyer or debt collector prevails in the legal action; and

(b) The contract or writing described in ORS 646.639 (4)(b) provides that the creditor may obtain attorney fees from the debtor in a legal action to collect or attempt to collect the debt or another provision of law allows an award of attorney fees to the debt buyer or debt collector.

(4) A debt buyer or a debt collector that acts on the debt buyer's behalf shall provide to a debtor all of the documents described in ORS 646.639 (4)(b) within 30 days after receiving a request for information about the debt from the debtor.

MINN. STAT. ANN. §548.101. Assigned consumer debt default judgments.

(a) A party entitled to a judgment by default in a conciliation court or district court action upon an assigned obligation arising out of any consumer debt that is primarily for personal, family, or household purposes and in default at the time of assignment shall apply to the court and submit, in addition to the request, application, or motion for judgment:

(1) a copy of the written contract between the debtor and original creditor or, if no written contract exists, other admissible evidence establishing the terms of the account relationship between the debtor and the original creditor, including the moving party's entitlement to the amounts described in clause (4). If only the balance owed at the time the debt was charged off or first assigned is claimed to be owed, evidence may include a monthly or periodic billing statement;

(2) admissible evidence establishing that the defendant owes the debt;

(3) the last four numbers of the debtor's Social Security number, if known;

(4) admissible evidence establishing that the amount claimed to be owed is accurate, including the balance owed at the time the debt was charged off or first assigned to another party by the original creditor and, if included in the request, application, or motion for judgment, a breakdown of any fees, interest, and charges added to that amount;

(5) admissible evidence establishing a valid and complete chain of assignment of the debt from the original creditor to the party requesting judgment, including documentation or a bill of sale evidencing the assignment with evidence that the particular debt at issue was included in the assignment referenced in the documentation or bill of sale;

(6) in district court cases, proof that a summons and complaint were properly served on the debtor and that the debtor did not serve a timely answer or, in conciliation court cases, proof that the party seeking the judgment or the party's attorney used reasonable efforts to provide the court administrator with the correct address for the debtor; and

(7) in district court cases, proof that the party requesting the default judgment or the party's attorney mailed a notice of intent to apply for default judgment to the debtor. The notice must be mailed to the debtor at the debtor's last known address at least 14 days before the request, application, or motion for default, and must be substantially in the following form:
[form omitted].