

## Week 7 – FCRA / FDCPA

- 5:30 Today's agenda
  - Common UTPA violations
  - Credit report disputes
  - FCRA charts
  - Spokeo*
- 6:30 Break
  - FDCPA elements
  - FDCPA charts
  - Henson v. Santander*
  - Common FDCPA violations
  - Bankruptcy violations
- 7:20 Next Week

PORTLAND NEWS

## Man sues Verizon when his intimate photos show up on stranger's phone

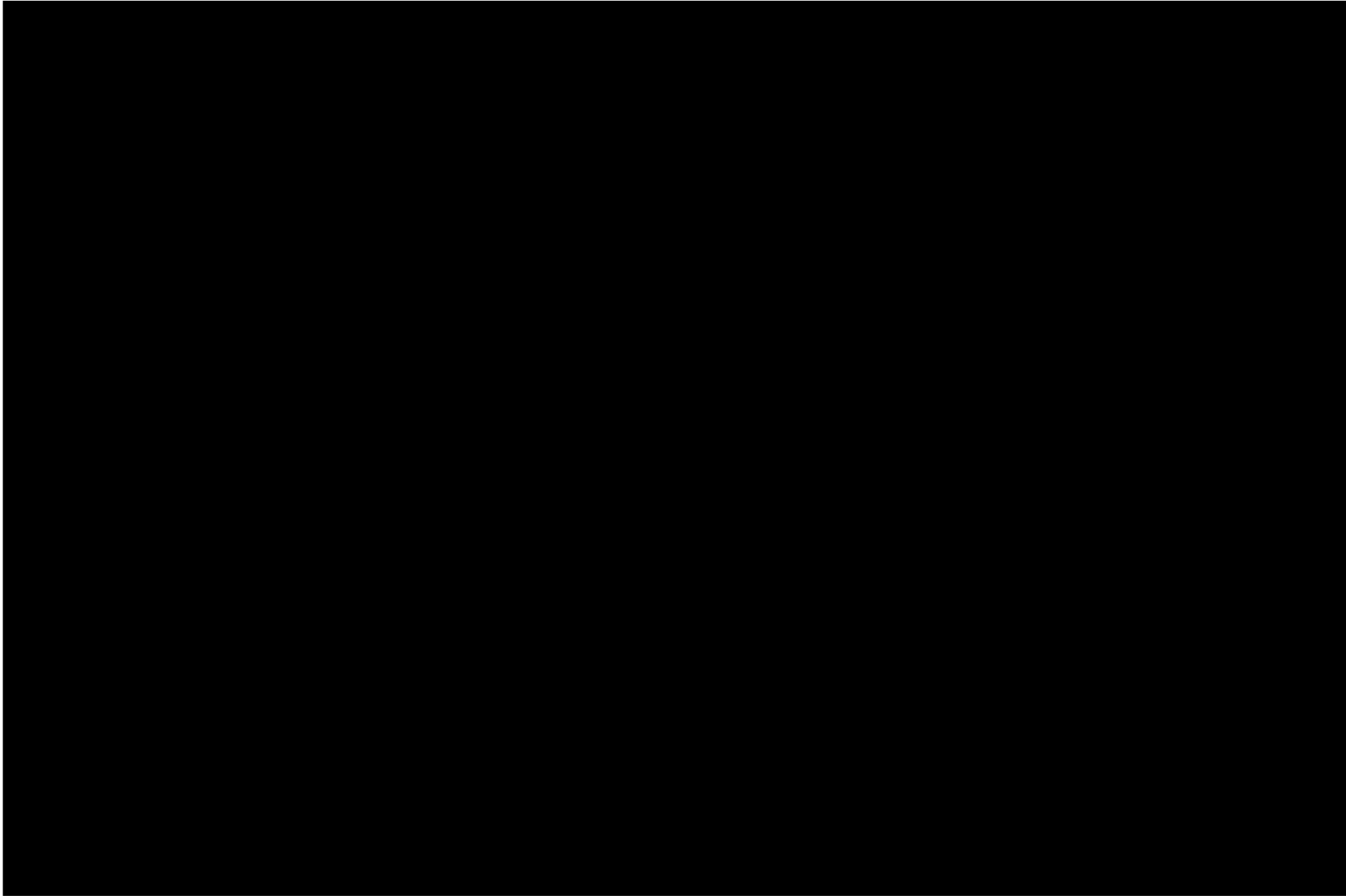
Updated Feb 14, 9:18 PM; Posted Feb 14, 7:59 PM



Comment



By [Everton Bailey Jr.](#), [ebailey@oregonian.com](mailto:ebailey@oregonian.com)  
The Oregonian/OregonLive



# Announcements

## **Debtor-Creditor Saturday Session**

February 24 – 9am to 12pm

Salem Convention Center

## **OTLA Consumer Section Meeting**

March 12 – 12pm to 1pm

Downtown OTLA Office

## **FBA Lunch CLE – Judge Anna Brown**

March 15 – 12pm to 1pm

Portland Federal Courthouse



## Week 7 – FCRA / FDCPA

### 5:30 Today's agenda

Common UTPA violations

Credit report disputes

FCRA charts

*Spokeo*

### 6:30 Break

FDCPA elements

FDCPA charts

*Henson v. Santander*

Common FDCPA violations

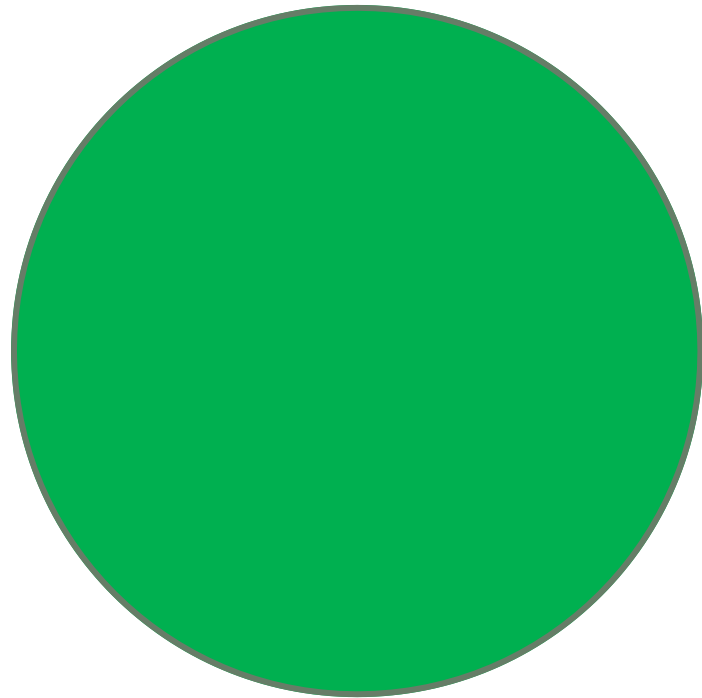
Bankruptcy violations

### 7:20 Next Week

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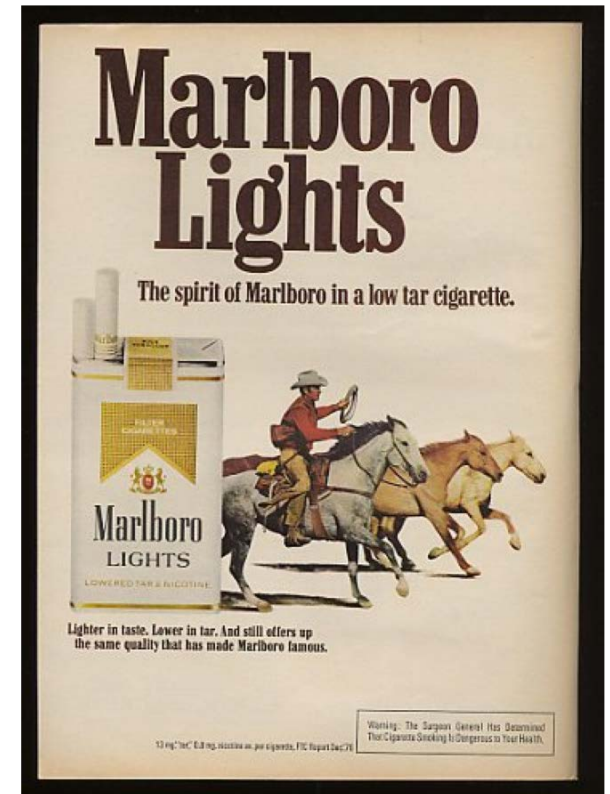
Class Break  
Over



# Unlawful Trade Practices Act

“What a plaintiff must prove is that (1) the defendant committed an **unlawful trade practice**; (2) plaintiff suffered an ascertainable **loss of money** or property; and (3) plaintiff's injury (ascertainable loss) was the **result** of the unlawful trade practice.”

*Pearson v. Philip Morris, Inc.*, 358 Or. 88, 127 (2015)





## According to Pearson, what is the basis of the "diminished value theory"?

None of the below

The product is worth less than what the customer paid for it

The customer would not have made the purchase without the misrepresentation

The defendant committed a fraud on the marketplace

## According to Pearson, what is the basis of the purchase price refund theory?

the consumer didn't receive what they thought they were buying

The consumer received no benefit from the product they bought

The consumer could have bought a similar product for less money

The consumer paid more than they intended to

## In the Scott tent case, what did the Oregon Supreme Court identify as the plaintiff's ascertainable loss?

The tent plaintiff received had less value because it was missing a flap and eaves

The tent plaintiff received would have cost more if it had a flap and eaves

Plaintiff had no use for a tent without a flap and eaves

None of the above

# ORS 646.608 – “The Laundry List”

## 2015 ORS 646.608<sup>1</sup>

### Additional unlawful business, trade practices

- proof
- rules

[Text](#) [News](#) [Annotations](#) [Related Statutes](#)

- (1) A person engages in an unlawful practice if in the course of the person's business, vocation or occupation the person does any of the following:
- (a) Passes off real estate, goods or services as the real estate, goods or services of another.
  - (b) Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of real estate, goods or services.
  - (c) Causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another.
  - (d) Uses deceptive representations or designations of geographic origin in connection with real estate, goods or services.
  - (e) Represents that real estate, goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the real estate, goods or services do not have or that a person has a sponsorship, approval, status, qualification, affiliation, or connection that the person does not have.
  - (f) Represents that real estate or goods are original or new if the real estate or goods are deteriorated, altered, reconditioned, reclaimed, used or secondhand.
  - (g) Represents that real estate, goods or services are of a particular standard, quality, or grade, or that real estate or goods are of a particular style or model, if the real estate, goods or services are of another.

# Unlawful Trade Practices Act

8/25/2016 6:38:50 AM  
16CV27621

IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR MULTNOMAH COUNTY

Case No.

**CLASS ACTION COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Oregon Unlawful Trade Practices Act  
ORS 646.608

Class action claims not subject to  
mandatory arbitration

Filing fee authority: ORS 21.135  
Filing fee: \$252

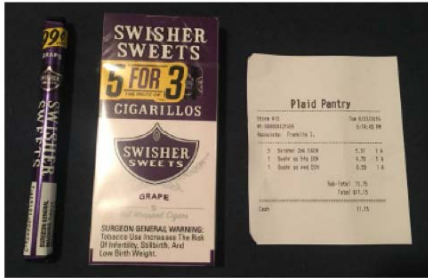
**J PODAWILTZ, individually and on  
behalf of all other similarly situated  
persons,**

Plaintiff,

vs.

**SWISHER INTERNATIONAL, INC.,  
a Delaware corporation,**

Defendant.



**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**  
- Page 1 of 11



# Unlawful Trade Practices Act

## PortlandTribune

Friday, March 10, 2017

Community  
Classifieds [Click here](#)

### Portland's Latest News



March 10, 2017

### Coconut water - minus the coconut - leads to federal lawsuit

by Kevin Harden

Attorneys say Washington's Unique Beverage Co. used 'puffery' and 'deceit' to entice unsuspecting consumers.



## ORS 646.608(1)(f)

- (f)** Represents that real estate or goods are original or new if the real estate or goods are deteriorated, altered, reconditioned, reclaimed, used or secondhand.

# ORS 646.608(1)(s)

- (s)** Makes false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services.



# ORS 646.608(1)(j)

- (j)** Makes false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions.

# Unlawful Trade Practices Act



COMCAST

## ORS 646.608(1)(i)

- (i) Advertises real estate, goods or services with intent not to provide the real estate, goods or services as advertised, or with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity.

# Unlawful Trade Practices Act

Case 3:15-cv-00688-ST Document 1 Filed 04/23/15 Page 1 of 16

Eric Olsen, Oregon Bar No. 783261  
Lead Attorney for Plaintiff  
David Johnson, Oregon Bar No. 123553  
Of Attorneys for Plaintiff  
OlsenDaines, P.C.  
US Bancorp Tower  
111 SW 5th Ave., 31st Fl.  
Portland, Oregon 97204  
[djohnson@olsendaines.com](mailto:djohnson@olsendaines.com)  
Phone 503-362-9393

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

<b>MICHAEL FULLER</b> , individually and on behalf of all others similarly situated,	Case No. 3:15-cv-688
Plaintiff,	<b>CLASS ACTION ALLEGATION COMPLAINT</b>
v.	Unfair Trade Practices ORS 646.605 <i>et seq.</i>
<b>COMCAST OF CALIFORNIA/ COLORADO/FLORIDA/OREGON, INC.</b> , a Georgia corporation,	Demand for Jury Trial
Defendant.	

1.

**JURISDICTION AND THE PARTIES**

This Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1332 because true diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000, including class statutory damages, punitive damages, attorney fees and costs.

COMPLAINT - Page 1

OlsenDaines, P.C.  
US Bancorp Tower  
111 SW 5th Ave., 31st Fl.  
Portland, Oregon 97204

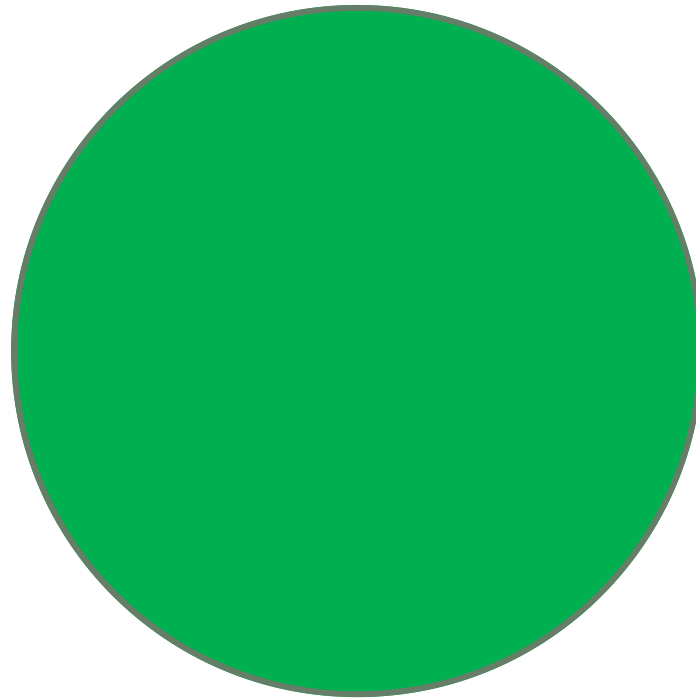
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Class Break  
Over



# Fair Credit Reporting Act

PRIVATE RIGHT OF ACTION	CLAIM ELEMENTS	DAMAGES	ATTORNEY FEES	STATUTE OF LIMITATIONS
15 U.S.C. § 1681n, o	(1) Failure of a furnisher or CRA to properly reinvestigate (2) After a consumer (3) Sends notice of a dispute to a CRA	Actual or statutory damages, punitive damages	Prevailing plaintiff	Two years*





# Fair Credit Reporting Act

## Private Right of Action

- Duties of **CRA**s and **furnishers** to reinvestigate after a consumer **sends notice** of dispute **to a CRA** are enforceable by private right of action and federal or state agencies. 15 U.S.C. § 1681s-2(b).
- General duties regarding the initial furnishing of accurate credit information are only enforceable by **federal or state agencies**. 15 U.S.C. § 1681s-2(a), (c).

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# Fair Credit Reporting Act

## Claim Elements

- Within **5 business days** after receiving a dispute, a CRA must **provide** all **relevant** information regarding the dispute (an “ACDV form”) to the furnisher. 15 U.S.C. § 1681i(a)(2).
- If a CRA determines a dispute is **frivolous**, it must notify the consumer within **5 business days**. 15 U.S.C. § 1681i(a)(3).
- Within **30 days** after receiving a dispute, CRAs and furnishers must **investigate**, **review** all relevant information, and **delete** any incorrect credit information. 15 U.S.C. § 1681s-2(b); i(a). *Gorman v. Wolpoff & Abramson, LLP*, 584 F.3d 1147 (9th Cir. 2009).
- A CRA must provide reinvestigation **results** to a consumer within **5 business days**. 15 U.S.C. § 1681i(a)(6).

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[www.AnnualCreditReport.com](http://www.AnnualCreditReport.com)

# Credit Dispute Letter

September 20, 2015

Equifax  
PO Box 740241  
Atlanta, GA 30374

**RE: FCRA Credit Report Dispute Letter**

Ladies and Gentlemen,

I dispute the credit information referenced below because... *[the debt was included in bankruptcy, the account belongs to someone else, the balance is incorrect, etc.]*:

Account No.: XXXXXXX1234  
Original Creditor: Capital Chase Bank, N.A.

Please see the attached documents in support of my dispute: *[bankruptcy discharge order, credit reports with errors circled, collection letters, original agreement, etc.]*

Please immediately investigate this dispute and correct my credit report. This dispute is very important to me because if this credit information is not corrected immediately, ... *[I won't be able to refinance my home, I won't be able to obtain credit, I can't realize my fresh start after bankruptcy, etc.]*.

Thank you.

John Q. Public

Full Legal Name: John Quincy Public  
Social Security No.: 555-55-5555  
Date of Birth: 01-01-1962  
Current Address: 5678 Consumer Drive, Portland, OR 97204  
Current Phone No.: 555-555-5555

# Results Letter

## EQUIFAX

CREDIT FILE : May 25, 2016

Confirmation #

Dear Sarah :

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at [www.equifax.com/CreditReportAssistance](http://www.equifax.com/CreditReportAssistance) or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

### The Results Of Our Reinvestigation

>>> We have reviewed the current address. The results are: The current address has been added/updated per the information you have supplied. **Salt Lake City UT 84152**

### Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by \*)  
(This section includes open and closed accounts reported by credit grantors)

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> We have researched the credit account. Account # - 74\* The results are: Please be advised that account included in bankruptcy does not report any balance. If you have additional questions about this item please contact: **Trident Asset Management, 53 Perimeter Ctr E Ste 440, Atlanta GA 30346-2294 Phone: (866) 695-8893**

**Trident Asset Management, LLC** 5755 N Point Pkwy Ste 12 Alpharetta GA 30022-1136 : (866) 695-8893

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
774*	09/01/2011		\$0					Retail					
Items: As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mtd, Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
11/26/2014				\$0	\$0	09/2011		11/2014	\$0		\$0		

Status - Account Included in Bankruptcy; Type of Loan - Returned Check; Whose Account - Individual Account; ADDITIONAL INFORMATION - Returned Check; Bankruptcy Chapter 7; Bankruptcy Discharged; Consumer Disputes - Reinvestigation in Process;

(Continued On Next Page)

Page 1 of 4

6146050070APPLADM-002251385- 7633 - 9859 - AS



Salt Lake City, UT 84152-6118

00000844 F0ECA0527160316480000 01 000000  
002251385-7633

P. O. Box 105518  
Atlanta, GA 30348

# Results Letter

## EQUIFAX

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Dear Sarah :

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(Continued On Next Page)

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6146050070APPLADM-002251385- 7633 - 9859 - AS



Salt Lake City, UT 84152-6118

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002251385-7633

P. O. Box 105518  
Atlanta, GA 30348

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# Damages Chart

CONSUMER LAW	STATUTORY AUTHORITY	EMOTIONAL HARM	ECONOMIC LOSS	STATUTORY DAMAGES	PUNITIVE DAMAGES
UTPA	ORS 646.638				
FCRA	15 U.S.C. § 1681n				
FDCPA	15 U.S.C. § 1692k				
TCPA	47 U.S.C. § 227(b)(3)				
ORTLA	ORS 90 et seq.				

# Fair Credit Reporting Act

## Damages

- The FCRA provides for **actual damages, \$1,000 statutory damages, punitive damages, and attorney fees**. 15 U.S.C. § 1681n,o.
- The most important factor in determining a reasonable amount of punitive damages is the degree of **reprehensibility** of the defendant's conduct. *BMW v. Gore*, 517 U.S. 559, 575 (1996).
- An \$18.4 million punitive damages award in light of \$180,000 actual damages was reduced to \$1.62 million under the 14<sup>th</sup> amendment's **due process** clause. *Miller v. Equifax*, 2014 U.S. Dist. LEXIS 69450 (D. Or. May 20, 2014).

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# Fee Shifting Chart

CONSUMER LAW	STATUTORY AUTHORITY	AMERICAN RULE	PREVAILING PLAINTIFF	PREVAILING PARTY
UTPA	ORS 646.638(3)			
FCRA	15 U.S.C. § 1681o(a)(2)			
FDCPA	15 U.S.C. § 1692k(a)(3)			
TCPA	47 U.S.C. § 227(b)(3)			
ORLTA	ORS 90.255			

# Fair Credit Reporting Act

## Attorney Fees

- Unlike the American rule, a **prevailing plaintiff** under the FCRA may recover reasonable attorney fees and costs. 15 U.S.C. § 1681n(a)(3), o(a)(2).
- A defendant may only recover its fees in a FCRA claim as **sanctions**, or after successfully responding to a complaint or motion filed in **bad faith** or for purposes of **harassment**. FRCP 11, FRCP 37, 15 U.S.C. § 1681n(b), o(b).
- A reasonable fee award under the FCRA is based on the **lodestar** method, which takes into account the time expended and hourly rate. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973 (9th Cir. 2008).

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# Statute of Limitations Chart

CONSUMER LAW	STATUTORY AUTHORITY	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
UTPA	ORS 646.638				
FCRA	15 U.S.C. § 1681n		*		
FDCPA	15 U.S.C. § 1692k				
TCPA	28 U.S.C. § 1658				
ORLTA	ORS 90 et seq.				

# Fair Credit Reporting Act

## Statute of Limitations

- The statute of limitations under the FCRA expires the earlier of **2 years** after the date of **discovery** by the plaintiff of the violation that is the basis for such liability; or **5 years** after the date on which the violation that is the basis for such liability **occurs**. 15 U.S.C. § 1681p.

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 **Experian**™

 **TransUnion**®

# FCRA Complaint

**Michael Fuller, OSB No. 09357**  
Olsen Daines PC  
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111 SW 5th Ave., Suite 3150  
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michael@underdoglawyer.com  
Direct 503-201-4570

**Robert S. Sola, OSB No. 844541**  
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Portland, Oregon 97201  
rssola@msn.com  
Telephone 503-295-6880

**Kelly D. Jones, OSB No. 074217**  
kellydonovanjones@gmail.com  
Direct 503-847-4329

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

MATTHEW SPONER, Case No. 3:17-cv-2035

Plaintiff,

COMPLAINT

v.

15 U.S.C. § 1681 et seq.  
Fair Credit Reporting Act

EQUIFAX INFORMATION  
SERVICES LLC and WELLS  
FARGO BANK N.A.,

Demand for Jury Trial

Defendants.

COMPLAINT – Page 1 of 8

1.

## JURISDICTION AND THE PARTIES

This Court has jurisdiction under 15 U.S.C. § 1681p.

2.

Plaintiff Matthew Sponer is an individual living in Multnomah County, Oregon and a “consumer” as defined by the Fair Credit Reporting Act (FCRA) at 15 U.S.C. § 1681a(c).

3.

Defendant Equifax Information Services, LLC (Equifax) is a Georgia limited liability company and a consumer reporting agency as defined by the FCRA at 15 U.S.C. § 1681a(f).

4.

Defendant Wells Fargo Bank N.A. (Wells Fargo) is a national association bank and a person who furnishes information to consumer reporting agencies under the FCRA 15 U.S.C. § 1681s-2.

5.

## FACTUAL ALLEGATIONS

This complaint’s allegations are based on personal knowledge as to plaintiff’s conduct, and made on information and belief as to the acts of others.

COMPLAINT – Page 2 of 8



# FCRA Complaint

6.

In October 2016, plaintiff became aware he had been the victim of identity theft. The identity thief was ultimately tracked down by the police, prosecuted by the district attorney, and plead guilty.

7.

Plaintiff's identity thief used plaintiff's information to create a fraudulent credit account with Wells Fargo Dealer Service (the "Wells Fargo account") while plaintiff was traveling outside the country. Wells Fargo furnished false information pertaining to the fraudulent Wells Fargo account to Equifax.

8.

Equifax prepared and issued consumer credit reports concerning plaintiff that included inaccurate information, including reporting the fraudulent Wells Fargo account with a balance and an amount past due.

9.

In October 2016, plaintiff began notifying Equifax and Wells Fargo that he was a victim of identity theft that resulted in the opening of a fraudulent Wells Fargo account and that he disputed the accuracy of the fraudulent Wells Fargo account on his credit report. Equifax refused to delete or block the Wells Fargo account from plaintiff's report.

10.

Equifax notified Wells Fargo of plaintiff's disputes of the fraudulent account. Wells Fargo knew the Wells Fargo account on plaintiff's report was fraudulent but did not tell Equifax to remove the account from plaintiff's report.

11.

## CLAIMS FOR RELIEF

### Claim One against Equifax

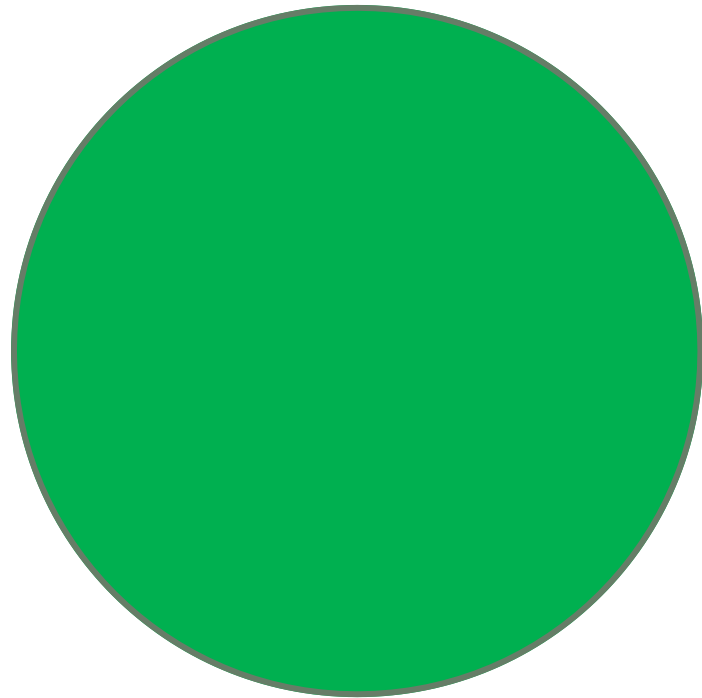
#### Negligent Noncompliance with the FCRA

Plaintiff re-alleges and incorporates paragraphs 1 through 10. Equifax negligently failed to comply with the requirements of the FCRA. As a result of Equifax's failure to comply with the requirements of the FCRA, plaintiff has suffered and continues to suffer, actual damages, including economic loss, lost opportunity to receive credit, damage to reputation, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks compensation in an amount to be determined by the jury.

12.

Plaintiff requests reimbursement for his attorney fees under 15 U.S.C. § 1681o(a).

Class Break  
Over



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▲ Caution  
As of: February 17, 2018 11:10 PM Z

### Spokeo, Inc. v. Robins

Supreme Court of the United States  
November 2, 2015, Argued; May 16, 2016, Decided  
No. 13-1339

#### Reporter

136 S. Ct. 1540 \*; 194 L. Ed. 2d 635 \*\*; 2016 U.S. LEXIS 3046 \*\*\*; 84 U.S.L.W. 4263; 100 Empl. Prac. Dec. (CCH) P45,556; 26 Fla. L. Weekly Fed. S 128

**SPOKEO, INC.**, Petitioner v. THOMAS ROBINS

**Notice:** The LEXIS pagination of this document is subject to change pending release of the final published version.

**Subsequent History:** As Revised May 24, 2016.

On remand at, Motion granted by, in part, Motion denied by, in part *Robins v. Spokeo, Inc.*, 2016 U.S. App. LEXIS 22052 (9th Cir. Cal., June 20, 2016)

Decision reached on appeal by, On remand at, Remanded by *Robins v. Spokeo, Inc.*, 2017 U.S. App. LEXIS 15211 (9th Cir., Aug. 15, 2017)

**Prior History:** [\*\*\*] ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

*Robins v. Spokeo, Inc.*, 742 F.3d 409, 2014 U.S. App. LEXIS 2136 (9th Cir. Cal., Feb. 4, 2014)

**Disposition:** Vacated and remanded.

#### Core Terms

concrete, consumer, injury in fact, requirements, rights, particularized, vindicate, courts, private right, individualized, private plaintiff, public right, consumer report, statutory right, injury-in-fact, injuries, limitations, cases, consumer reporting agency, internal quotation marks, standing doctrine, legal right, Common-law, incorrect, confer, procedural violation, reasonable procedure, credit reporting, standing to sue, judicial power

#### Case Summary

#### Overview

**HOLDINGS:** [1]-The injury-in-fact requirement for standing under Article III of the Constitution required a plaintiff to allege an injury that was both concrete and particularized; [2]-In the action under the *Fair Credit Reporting Act of 1970*, the appellate court's standing analysis was incomplete because it failed to fully appreciate the distinction between concreteness and particularization, and it did not address whether the particular procedural violations alleged in the case entailed a degree of risk sufficient to meet the concreteness requirement.

#### Outcome

Judgment vacated. Case remanded. 6-2 Decision; 1 Concurrence; 1 Dissent.

#### LexisNexis® Headnotes

Civil Procedure > ... > Justiciability > Standing > Injury in Fact

Constitutional Law > ... > Case or Controversy > Standing > Elements

#### HN1 Standing, Injury in Fact

The injury-in-fact requirement for standing requires a plaintiff to allege an injury that is both concrete and particularized.

Constitutional Law > The Judiciary > Case or Controversy

Constitutional Law > Congressional Duties & Powers

Constitutional Law > The Presidency

Michael Fuller

136 S. Ct. 1540, \*1540; 194 L. Ed. 2d 635, \*\*635; 2016 U.S. LEXIS 3046, \*\*\*1

Page 2 of 15

Constitutional Law > The Judiciary

#### HN2 The Judiciary, Case or Controversy

The Constitution confers limited authority on each branch of the Federal Government. It vests Congress with enumerated legislative Powers, *U.S. Const. art. I, § 1*; it confers upon the President the executive Power, *U.S. Const. art. II, § 1, cl. 1*; and it endows the federal courts with the judicial Power of the United States, *U.S. Const. art. III, § 1*. In order to remain faithful to this tripartite structure, the power of the Federal Judiciary may not be permitted to intrude upon the powers given to the other branches. Although the Constitution does not fully explain what is meant by "the judicial Power of the United States," *U.S. Const. art. III, § 1*, it does specify that this power extends only to "Cases" and "Controversies," *U.S. Const. art. III, § 2*. And no principle is more fundamental to the judiciary's proper role in the United States' system of government than the constitutional limitation of federal-court jurisdiction to actual cases or controversies.

Civil

Procedure > ... > Justiciability > Standing > Burdens of Proof

Constitutional Law > ... > Case or Controversy > Standing > Elements

Constitutional Law > The Judiciary > Case or Controversy > Standing

Civil

Procedure > ... > Pleadings > Complaints > Requirements for Complaint

#### HN3 Standing, Burdens of Proof

Standing to sue is a doctrine rooted in the traditional understanding of a case or controversy. The doctrine developed in the U.S. Supreme Court's case law to ensure that federal courts do not exceed their authority as it has been traditionally understood. The doctrine limits the category of litigants empowered to maintain a lawsuit in federal court to seek redress for a legal wrong. In this way, the law of Article III of the Constitution standing serves to prevent the judicial process from being used to usurp the powers of the political branches, and confines the federal courts to a properly judicial role. Cases have established that the irreducible constitutional minimum of standing consists of three elements. The plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.

The plaintiff, as the party invoking federal jurisdiction, bears the burden of establishing these elements. Where a case is at the pleading stage, the plaintiff must clearly allege facts demonstrating each element.

Civil Procedure > ... > Justiciability > Standing > Injury in Fact

Constitutional Law > ... > Case or Controversy > Standing > Elements

Civil Procedure > ... > Class Actions > Class Members > Named Members

#### HN4 Standing, Injury in Fact

That a suit may be a class action adds nothing to the question of standing, for even named plaintiffs who represent a class must allege and show that they personally have been injured, not that injury has been suffered by other, unidentified members of the class to which they belong.

Civil Procedure > ... > Justiciability > Standing > Injury in Fact

Constitutional Law > ... > Case or Controversy > Standing > Elements

#### HN5 Standing, Injury in Fact

Injury in fact is the first and foremost of standing's three elements. Injury in fact is a constitutional requirement, and it is settled that Congress cannot erase Article III of the Constitution's standing requirements by statutorily granting the right to sue to a plaintiff who would not otherwise have standing. To establish injury in fact, a plaintiff must show that he or she suffered an invasion of a legally protected interest that is concrete and particularized and actual or imminent, not conjectural or hypothetical.

Civil Procedure > ... > Justiciability > Standing > Injury in Fact

Constitutional Law > ... > Case or Controversy > Standing > Elements

#### HN6 Standing, Injury in Fact

In the context of standing, for an injury to be "particularized,"

Michael Fuller

# Spokeo v. Robins

## Factual Background

- Spokeo operates a “people search engine”
- Spokeo **falsely** reported that Thomas Robins was married with children, in his 50's, **employed**, was relatively **affluent**, and held a **graduate degree**
- Thomas Robins filed a **federal** FCRA class action lawsuit against Spokeo



Search People. Reunite.

NAME

SOCIAL

PHONE

ADDRESS

Enter a First and Last Name

SEARCH



Article III of the US Constitution **limits the power of the federal judiciary** to:

## Article III of the US Constitution limits the power of the federal judiciary to:

Actual cases or  
controversies

federal  
questions

controversies  
over \$75,000

intra-state  
disputes





Which of these is **NOT** an element of **standing** under the “case or controversy” requirement?

## Which of these is NOT an element of standing under the "case or controversy" requirement?

an injury in fact

fairly traceable to the  
challenged conduct

likely to be redressed  
by a favorable decision

against a private party



**Injury in fact** means:

## Injury in fact means:

All of the below

an invasion of a legally  
protected interest

that is concrete

and particularized



**Particularized** means:

## Particularized means:

Both C and D

able to cause ascertainable  
economic loss

it must affect the plaintiff  
in a personal way

it must affect the plaintiff  
in an individual way



**Concrete** means:

## Concrete means:

All of the below

real, not abstract

tangible or intangible

harm traditionally regarded  
as a basis for a lawsuit



### [HNS](#) Standing, Injury in Fact

Injury in fact is the first and foremost of standing's three elements. Injury in fact is a constitutional requirement, and it is settled that Congress cannot erase Article III of the Constitution's standing requirements by statutorily granting the right to sue to a plaintiff who would not otherwise have standing. To establish injury in fact, a plaintiff must show that he or she suffered an invasion of a legally protected interest that is concrete and particularized and actual or imminent, not conjectural or hypothetical.

COMPARE

### [HN8](#) Standing, Injury in Fact

In the context of standing, "concrete" is not necessarily synonymous with "tangible." Although tangible injuries are perhaps easier to recognize, the U.S. Supreme Court has confirmed in many of its previous cases that intangible injuries can nevertheless be concrete. In determining whether an intangible harm constitutes injury in fact, both history and the judgment of Congress play important roles. Because the doctrine of standing derives from the case-or-controversy requirement, and because that requirement in turn is grounded in historical practice, it is instructive to consider whether an alleged intangible harm has a close relationship to a harm that has traditionally been regarded as providing a basis for a lawsuit in English or American courts. In addition, because Congress is well positioned to identify intangible harms that meet minimum Article III of the Constitution requirements, its judgment is also instructive and important. Thus, Congress may elevate to the status of legally cognizable injuries concrete, de facto injuries that were previously inadequate in law. Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before.

### [HN9](#) [📄] Standing, Injury in Fact

Congress' role in identifying and elevating intangible harms does not mean that a plaintiff automatically satisfies the injury-in-fact requirement whenever a statute grants a person a statutory right and purports to authorize that person to sue to vindicate that right. Article III standing requires a concrete injury even in the context of a statutory violation. For that reason, a plaintiff could not, for example, allege a bare procedural violation, divorced from any concrete harm, and satisfy the injury-in-fact requirement of Article III of the Constitution. This does not mean, however, that the risk of real harm cannot satisfy the requirement of concreteness. For example, the law has long permitted recovery by certain tort victims even if their harms may be difficult to prove or measure. Just as the common law permitted suit in such instances, the violation of a procedural right granted by statute can be sufficient in some circumstances to constitute injury in fact. In other words, a plaintiff in such a case need not allege any additional harm beyond the one Congress has identified.

## ANALYSIS

In the context of this particular case, these general principles tell us two things: On the one hand, Congress plainly sought to curb the dissemination of false information by adopting procedures designed to decrease that risk. On the other hand, Robins cannot satisfy the demands of Article III by alleging a bare procedural violation. A violation of one of the *FCRA's* procedural requirements [\*\*\*18] may result in no harm. For example, even if a consumer reporting agency fails to provide the required notice to a user of the agency's consumer information, that information regardless may be entirely accurate. In addition, not all inaccuracies cause harm or present any material risk of harm. An example that comes readily to mind is an incorrect zip code. It is difficult to imagine how the dissemination of an incorrect zip code, without more, could work any concrete harm.<sup>8</sup>

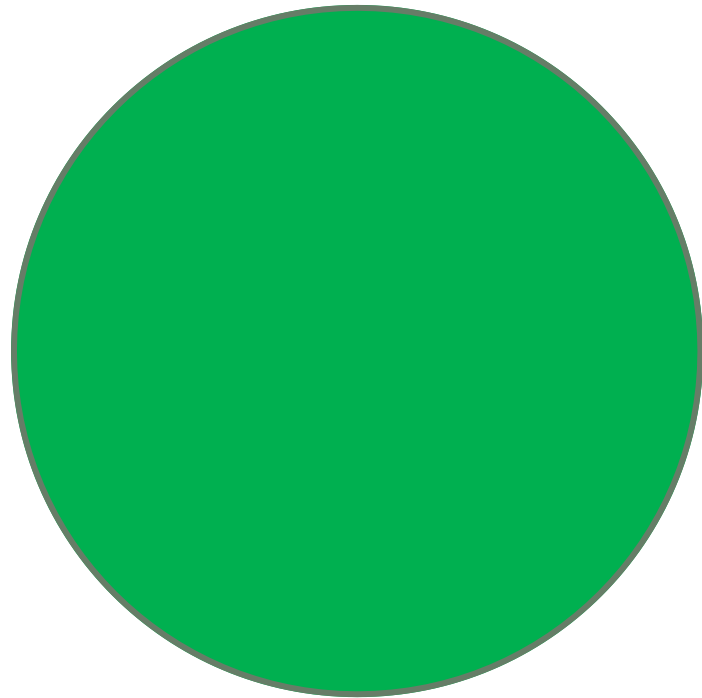
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- 6:30 Break
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Class Break  
Over



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# Fair Debt Collection Practices Act

PRIVATE RIGHT OF ACTION	CLAIM ELEMENTS	DAMAGES	ATTORNEY FEES	STATUTE OF LIMITATIONS
15 U.S.C. § 1692k	(1) consumer (2) consumer debt (3) debt collector (4) violation	Actual and statutory damages	Prevailing plaintiff	One year



# Fair Debt Collection Practices Act

“A debt collector may not engage in any conduct the natural consequence of which is to **harass, oppress, or abuse** any person in connection with the collection of a debt.”

- 15 U.S.C. § 1692d



# Fair Debt Collection Practices Act

“A debt collector may not use any **false, deceptive, or misleading** representation or means in connection with the collection of any debt.”

- 15 U.S.C. § 1692e



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Rex Daines, OSB No. 952442  
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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

Jeremy Estrella, a consumer  
residing in Oregon, individually  
and on behalf of all others  
similarly situated,

Plaintiff,

v.

Convergent Outsourcing,  
Inc., a foreign corporation,

Defendant.

Case No. 3:17-cv-117

CLASS ACTION  
ALLEGATION COMPLAINT

15 U.S.C. § 1692k

Demand for Jury Trial

CLASS ACTION ALLEGATION COMPLAINT – Page 1 of 21

ATER\$001  
PO Box 1022  
Wixom MI 48393-1022  
CHANGE SERVICE REQUESTED



Convergent Outsourcing, Inc.  
800 SW 39th St./PO Box 9004  
Renton, WA 98057  
Mon-Fri 8AM-5PM PT  
800-423-9397

Date: 06/13/2016  
Creditor: National Collegiate Student Loan  
Trust 2006-1

Client Account #: i2331

Convergent Account #: 9345

Settlement In Full: \$22,974.34

Principal:	\$38,279.73
Interest:	\$ 10.83
Total Balance:	\$38,290.56

Jeremy Estrella  
17214 SW 120th Pl  
Portland OR 97224-2487

Settlement Offer

Dear Jeremy Estrella:

This notice is being sent to you by a collection agency. The records of National Collegiate Student Loan Trust 2006-1 show that your account has a past due balance of \$38,290.56.

Our client has advised us that they are willing to settle your account for 60% of your total balance due to settle your past balance. The full settlement must be received in our office by an agreed upon date. If you are interested in taking advantage of this offer, call our office within 45 days of this letter. Your settlement amount would be \$22,974.34 to clear this account in full. Even if you are unable to take advantage of this offer, please contact our office to see what terms can be worked out on your account. We are not required to make this offer to you in the future.

Sincerely,

Convergent Outsourcing, Inc.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION.

3. CONVENIENT WAYS TO PAY:

Pay Online: Email our office or pay your bill online with your credit/debit card or checking account at [www.payconvergent.com](http://www.payconvergent.com). Your temporary identification number is: 13.48519345.569

Pay by Phone: Please call Convergent Outsourcing, Inc. at 800-423-9397. We offer check by phone, Western Union, and debit card. We offer check by phone, Western Union, and credit/debit card.

Pay by Mail: Send Payments to Convergent Outsourcing, Inc., PO Box 9004, Renton WA 98057-9004

Ex 1 – Page 1 of 2

# Fair Debt Collection Practices Act

“A debt collector may not use **unfair or unconscionable** means to collect or attempt to collect any debt.”

- 15 U.S.C. § 1692f



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(full counsel information on signature page)

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

TARA BOWMAN,  
a consumer residing in  
Oregon, individually and  
on behalf of all others  
similarly situated,

Plaintiff,

v.

TODD, BREMER &  
LAWSON, INC.,  
a foreign debt collector for  
Portland State University,

Defendant.

COMPLAINT – Page 1 of 22

Case No. 3:17-cv-1092

CLASS ACTION  
ALLEGATION COMPLAINT

15 U.S.C. § 1692k

Demand for Jury Trial

*Todd, Bremer & Lawson, Inc.*

July 18, 2016

560 South Herlong Avenue  
Post Office Box 36788  
Rock Hill, South Carolina 29732-0512  
803-323-5205  
877-427-6544

Tara Bowman

Account #  
Access Code:

Creditor: Portland State University Accounts Receivable

This account has been listed with our office for collection.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, the office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of this debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Principal	\$13,147.00	Late Charge	\$0.00
Fees	\$3,775.72	Client Cost	\$0.00
Additional Interest & Fees	\$4.32		
Interest	\$1,951.55	Total Amount Due	\$18,878.59

TODD4032

284507420285

495600018532

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

Post Office Box 36788  
Rock Hill, South Carolina 29732-0512  
Return Service Requested

I expressly consent to contact on any wireless number associated with my account via automated telephone dialing systems and/or prerecorded or artificial voice messages. There is a \$25.00 charge for returned checks.

|||...|||

Tara Bowman

Portland, OR 97229-5425

If you wish to pay online, please visit  
[www.tbpaynow.com](http://www.tbpaynow.com) and click "I Agree".

Access Code:  
Account #:

Payment: \$ \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Home ( ) Cell ( ) Work ( )

|||...|||

Todd, Bremer & Lawson, Inc.  
P.O. Box 36788  
Rock Hill, SC 29732-0512

Ex. 1 – Page 1 of 1

# Fair Debt Collection Practices Act

## Private Right of Action

- A private right of action exists for **any** violation of the FDCPA. 15 U.S.C. § 1692k.
- The FDCPA is a **strict liability** statute, making “debt collectors liable for violations that are not knowing or intentional.” *Reichert v. Nat'l Credit Sys., Inc.*, 531 F.3d 1002, 1005 (9th Cir. 2008).





# Fair Debt Collection Practices Act

## Private Right of Action (cont.)

- A collector is not liable for violations that were “**not intentional** and resulted from a **bona fide error** notwithstanding the maintenance of **procedures** reasonably **adapted** to avoid any such error.” 15 U.S.C. § 1692k(c).



# FDCPA Elements

## A “consumer”

“The term ‘consumer’ means any *natural person* obligated or allegedly obligated to pay any debt.”

§ 1692a(3)



## A “consumer debt”

“The term ‘debt’ means any obligation or alleged obligation of a consumer to pay money arising out of a transaction ... for *personal, family or household purposes*.”

§ 1692a(5)



## A “debt collector”

“The term ‘debt collector’ means any person who uses any instrumentality of interstate commerce or the mails in any business the *principal purpose* of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be *owed or due another*.”

§ 1692a(6)



## A “violation”

Any abusive practice, false representation, or unfair practice.

§ 1692d, e, f





## Week 7 – FCRA / FDCPA

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# Damages Chart

CONSUMER LAW	STATUTORY AUTHORITY	EMOTIONAL HARM	ECONOMIC LOSS	STATUTORY DAMAGES	PUNITIVE DAMAGES
UTPA	ORS 646.638				
FCRA	15 U.S.C. § 1681n				
FDCPA	15 U.S.C. § 1692k				
TCPA	47 U.S.C. § 227(b)(3)				
ORTLA	ORS 90 et seq.				

# Fair Debt Collection Practices Act

## Damages

- Consumers may recover **actual** damages and up to \$1,000 **statutory** damages. 15 U.S.C. § 1692k(a)(1), (2)(A).
- No punitive damages are available under the FDCPA. 15 U.S.C. § 1692k.



# Fee Shifting Chart

CONSUMER LAW	STATUTORY AUTHORITY	AMERICAN RULE	PREVAILING PLAINTIFF	PREVAILING PARTY
UTPA	ORS 646.638(3)			
FCRA	15 U.S.C. § 1681o(a)(2)			
FDCPA	15 U.S.C. § 1692k(a)(3)			
TCPA	47 U.S.C. § 227(b)(3)			
ORLTA	ORS 90.255			

# Fair Debt Collection Practices Act

## Attorney Fees

- Unlike the American rule, a **prevailing plaintiff** under the FDCPA may recover reasonable attorney fees and costs at trial and on appeal. 15 U.S.C. § 1692k(a)(3).
- A defendant may only recover its fees in a FDCPA claim as **sanctions**, or after successfully defending an action brought in **bad faith** or for purposes of **harassment**. FRCP 11, FRCP 37, 15 U.S.C. § 1692k(a)(3).
- A reasonable fee award under the UTPA is based on the **lodestar** method, which takes into account the time expended and hourly rate. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973 (9th Cir. 2008).



# Statute of Limitations Chart

CONSUMER LAW	STATUTORY AUTHORITY	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
UTPA	ORS 646.638				
FCRA	15 U.S.C. § 1681n		*		
FDCPA	15 U.S.C. § 1692k				
TCPA	28 U.S.C. § 1658				
ORLTA	ORS 90 et seq.				

# Fair Debt Collection Practices Act

## Statute of Limitations

- Actions brought under the FDCPA must be commenced within **one year** after discovery of the violation. 15 U.S.C. § 1692k(d).





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The FDCPA **defines a debt collector** as:

## The FDCPA defines a debt collector as:

Both B and C

any person who uses the mails in any business the principal purpose of which is the collection of any debts

any person who regularly collects debts owed or due or asserted to be owed or due another



Why did the US Supreme Court reason that Santander was **NOT** a debt collector?

## Why did the US Supreme Court reason that Santander was NOT a debt collector?

All of the below

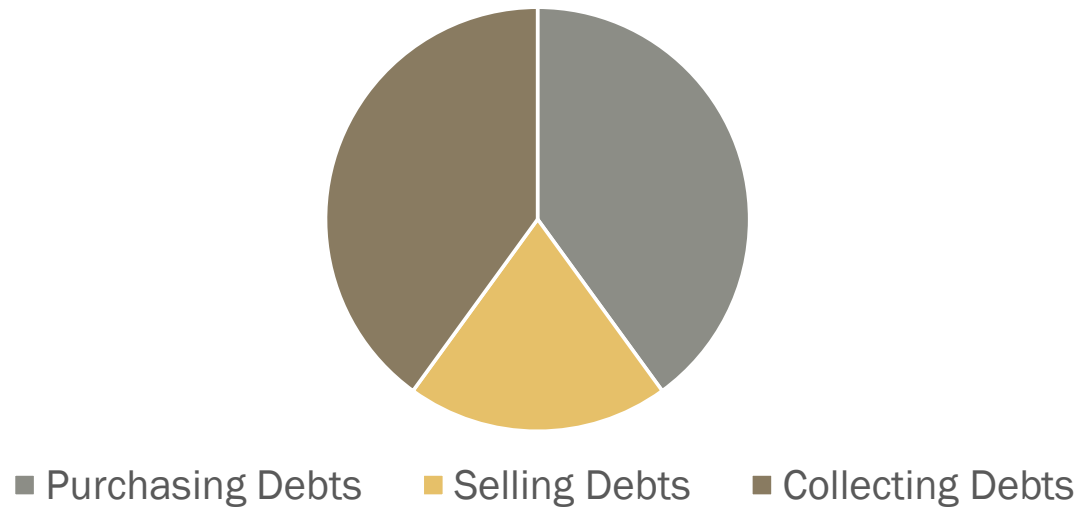
The FDCPA focuses on third party collection agents, not debt owners

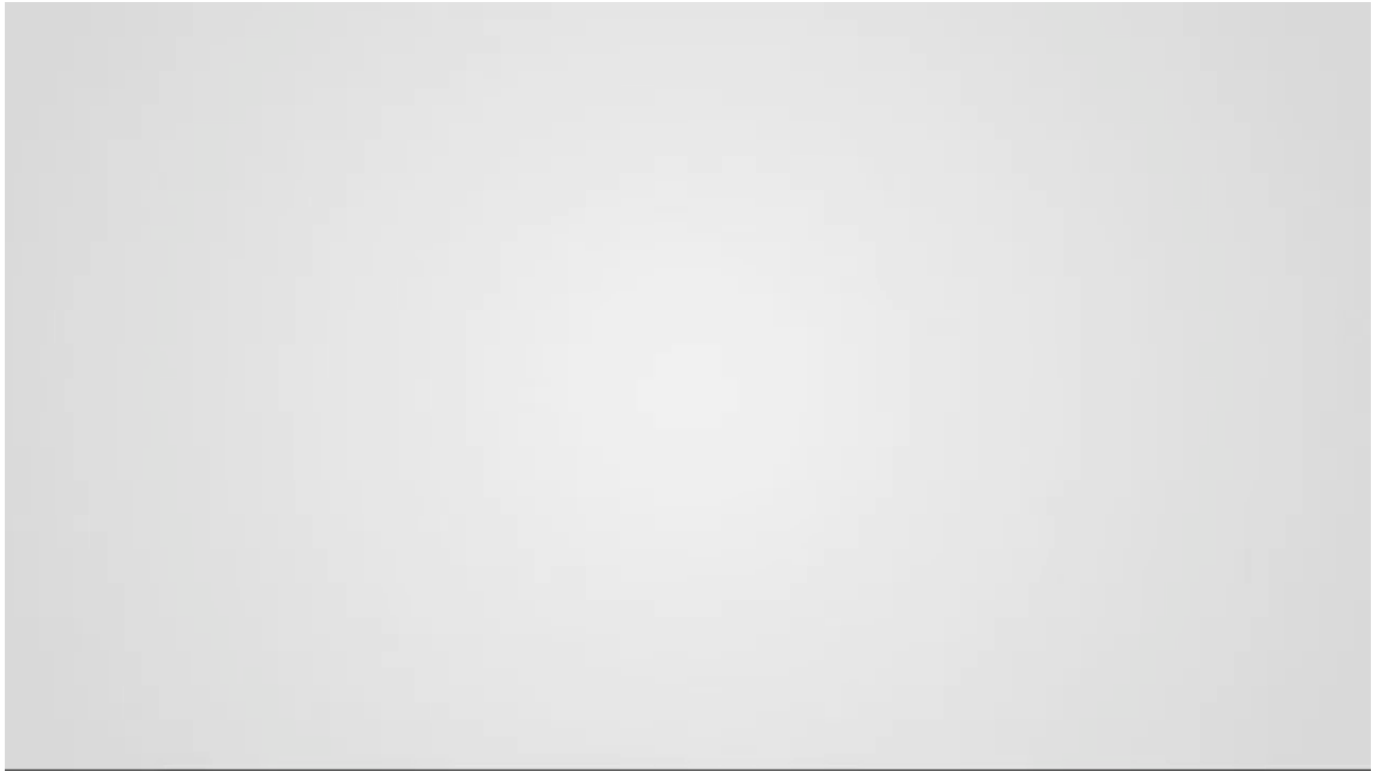
The FDCPA uses the term "owed" instead of "owing"

The FDCPA uses the term "due or asserted to be owed or due another"

# Post-Henson Debt Collection Business Model

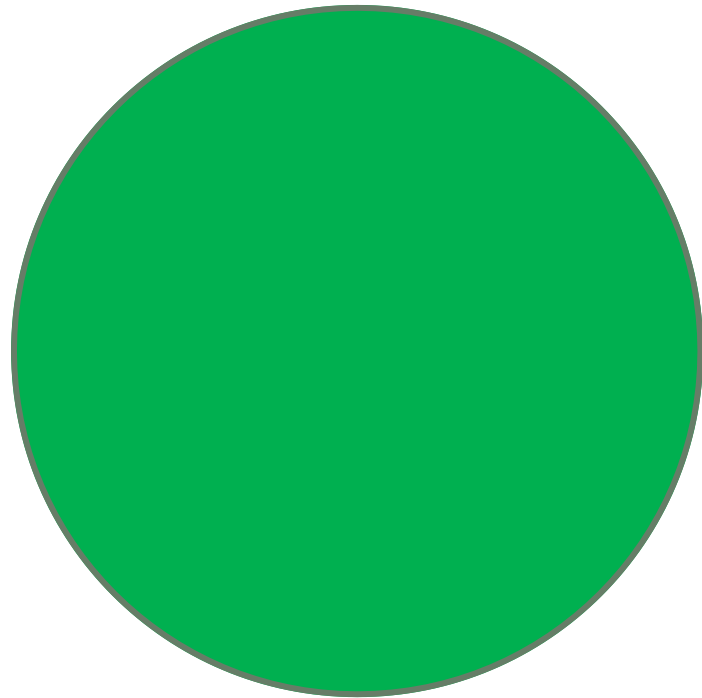
## Purpose of Business







Class Break  
Over



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# Collection Communications

- No collection calls before **9am or after 8pm**
- No collection calls or letters to consumers represented **by an attorney**
- No collection calls or letters **at work** if prohibited by a consumer's employer
- No collection calls or letters to **third parties** except to verify location information
- No collection calls or letters after a consumer asks to be left alone **in writing**

*15 U.S.C. § 1692c*



# Validation of debts

In its initial communication (or within five days), a collector must send **written notice** of the amount of debt, the creditor name, and the right to request verification of debt.

If the consumer requests validation in writing within 30 days, **collections must stop** until the debt is verified.

*15 U.S.C. § 1692g*



# Multiple debts

If a consumer owes multiple debts, a collector can't apply payments to disputed debts and **must apply payments as the consumer requests.**

*15 U.S.C. § 1692h*



# Lawsuits by collectors

Foreclosures must be filed where the real property is located and collection lawsuits must be filed where the consumers **lives or signed** the contract.

*15 U.S.C. § 1692i*



# Deceptive forms

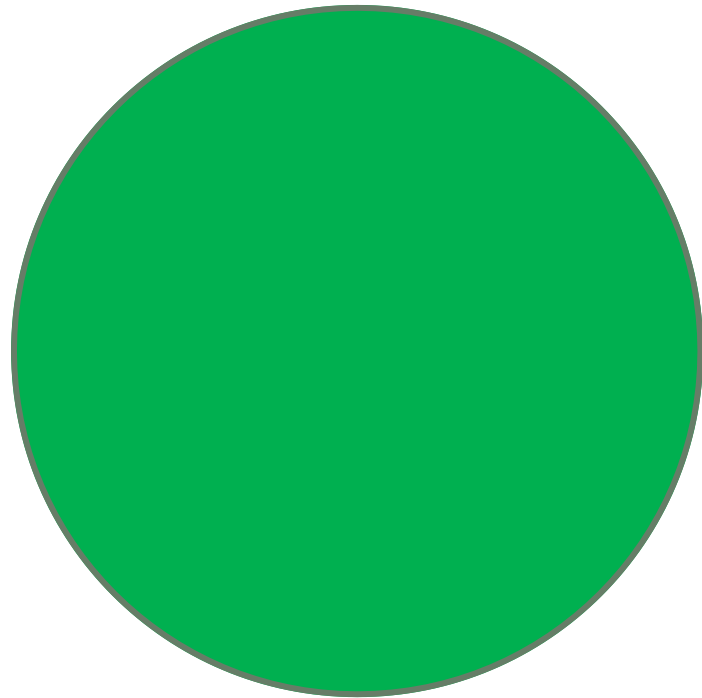
Collectors can't give consumers forms to create the **false belief** that a third party is participating in the collection of any debt.

*15 U.S.C. § 1692j*





Class Break  
Over



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- 7:20 Next Week

# The Automatic Stay

The automatic stay protects debtors from **all acts to collect debt** that arose before the commencement of a bankruptcy case.

- 11 U.S.C. § 362(a)



# The Automatic Stay

## Private Right of Action

- Any individual may bring a private right of action for any **willful** violation of the automatic stay for **actual damages, punitive damages, and attorney fees**. 11 U.S.C. § 362(k).
- Willful means a party **(1) had notice** of the stay and **(2) intended conduct** that violated the stay. *In re Pinkstaff*, 974 F.2d 113, 115 (9th Cir. 1992).



# The Automatic Stay

## Claim Elements

- A **notice of bankruptcy** constitutes notice of the automatic stay. *In re Ramirez*, 183 B.R. 583, 589 (9th Cir. BAP 1995).
- A **“good faith belief”** that the stay is not being violated is not relevant to whether a collection attempt is intentional or whether compensation **“must be awarded.”** *In re Campion*, 294 B.R. 313, 316 (9th Cir. BAP 2003).



# Rivera v LVNV Funding LLC et al.

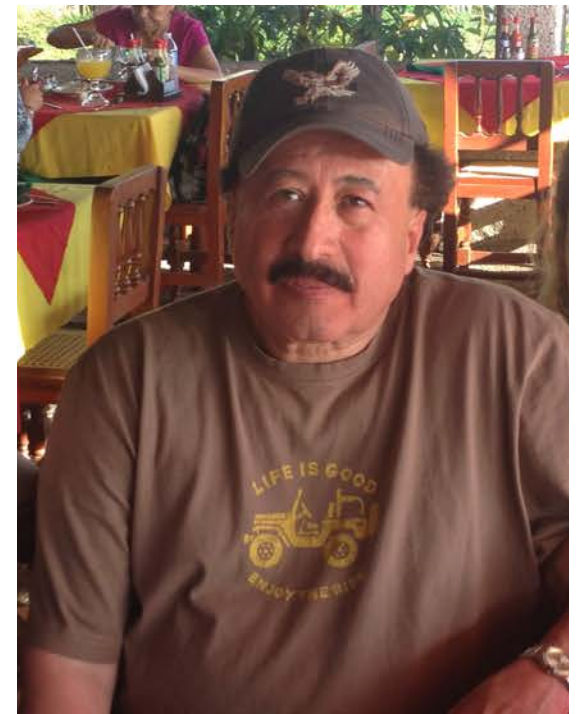
Jose Loreto Echeagaray Rivera,

Plaintiff,

v.

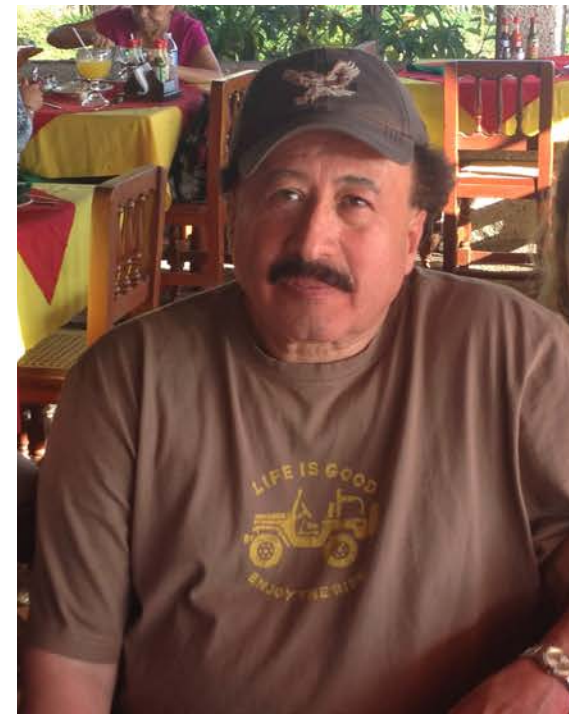
LVNV Funding LLC, Johnson Mark LLC, Onemain Financial, Inc., Accounts Receivable, Inc., Michael Borge, American Express Co., GC Services LP, FIA Card Services, NA, Bank of America Corp., First Source Advantage, LLC, FMA Alliance, LLC, Macy's Corporate Services, Inc., Department Stores National Bank, Capital Management Services, LP, CitiFinancial, Inc., LTD Financial Services LP, and United Recovery Systems,

Defendants.



# Case Background

- Mexican immigrant
- Spoke broken English
- Used an ITIN to obtain credit in the 1990's
- Later assigned a different SSN in the 2000's
- aka Loreto Echeagaray aka Rivera J. Echeagaray
- Multiple calls a day to collect debt he didn't owe
- Credit ruined by false derogatory reporting
- Owed \$7,800 at 25% interest on a \$400 pickup
- Worked full time in a factory to support his family
- Contemplated suicide due to his financial nightmare
- Advised to file bankruptcy in November 2012





# 2012 Bankruptcy Filing

Case 12-38328-elp7 Doc 1 Filed 11/02/12

olsendaines.com

BI (Official Form 1)(12/11)

United States Bankruptcy Court District of Oregon		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Echeagaray Rivera, Jose Loreto		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Loreto Echeagaray; AKA Rivera J. Echeagaray		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): xxx-xx-4375		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 16400 NE Las Brisas Ct. Apt. 13 Portland, OR		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 97230		ZIP Code
County of Residence or of the Principal Place of Business: Multnomah		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
<b>Type of Debtor</b> (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	<b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Nature of Debts</b> (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.

# Harassment Continues...

MICHAEL FULLER

CASE 12-38328 EPT

## IMPORTANT INFORMATION

Register with on-line account management! You can make payments, view your balance, set alerts and more! Learn more at [www.onemainfinancial.com/myaccount](http://www.onemainfinancial.com/myaccount).

The Servicemembers Civil Relief Act provides active duty military personnel and their dependents with a wide range of legal and financial protections. Please contact your branch or center for more information.

Past Due Loan Amount	\$ 489.65	Due Date	01/15/13	What's your balance, call us for details.	FOR STATEMENT INQUIRIES:
Loan Payment	\$ 249.57	Current Balance*	\$ 7,503.47		OneMain Financial
Total Payment Due	\$ 768.22	Prior Balance	\$ 7,503.47		805 MUNN ROAD
					P.O. BOX 70918
					CHARLOTTE, NC 28272-0918
					(877) 241-6335

YOUR ACCOUNT ACTIVITY DURING THIS BILLING PERIOD					
DESCRIPTION	AS OF 01/05/13	AMOUNT	APPLIED TO LOAN CHARGE/FEES	APPLIED TO BALANCE	APPLIED TO INTEREST
NO ACTIVITY					

OneMainFinancial.com

REFERENCE YOUR ACCOUNT NUMBER:

67090912-0159616

Credit Bureau Dispute: OneMain Financial, Credit Bureau Corrections Dept., 6001 Colonel Blvd., Irving, TX 75039, Bankruptcy Final Order: OneMain Financial, Bankruptcy Dept., P.O. Box 140089, Irving, TX 75014-0089; Bankruptcy Personal: OneMain Financial, Bankruptcy Dept., P.O. Box 140485, Irving, TX 75014-0485.

If you have an inquiry involving either quality of service, mis treatment, or inappropriate financial products, please call toll free 1-888-850-2437.

In Florida: OneMain Financial, Inc. (DB) - NMLS No. 997343.

OVERPAYMENT: The amount of any overpayment will be applied to reduce the outstanding principal balance. However, interest will continue to accrue on the new outstanding balance. A payment is required each month under the terms of your loan agreement.

ONEMAIN FINANCIAL  
P.O. BOX 70918  
CHARLOTTE, NC 28272-0918

Address Service Requested



Please mail this coupon with your payment.

Mail Payment To: OneMain Financial  
P.O. Box 183172  
Columbus, OH 43218-3172

DEBTORS' EXHIBIT 1 - Page 1 of 1

## YOUR PAYMENT COUPON

Total Payment Due	\$768.22
Payment Due Date	01/15/13
Late Charges Due On 01/05/13	\$5.00
Total Payment Amount Enclosed	\$

Please check here to indicate mailing address / phone number changes and enter them on back of coupon.

JOSE ECHEAGARAY  
18400 NE LAS BRISAS 13  
PORTLAND, OR 97230-5080



ATTORNEYS AT LAW  
Payment Processing Center  
P.O. Box 7811  
Sandy, Utah 84091-7811  
Toll Free: 866.356.3838  
Fax: 877-288-5701

Offices Located in:  
Draper, Utah  
Newberg, Oregon  
Meridian, Idaho  
West Lake Village, California

December 7, 2012

MICHAEL R FULLER

9415 SE STARK ST  
STE 207  
PORTLAND, OR 97216

## CURRENT BALANCE

RE: LYNV Funding LLC vs JOSE L ECHEAGARAY RIVERA

REFERENCE NUMBER: 5121075030880962

JM NUMBER: 484331

Dear MICHAEL R FULLER:

The current balance as stated above consists of the following:

Judgment Amount:	\$4,214.18
Post Judgment Costs:	\$28.60
Post Judgment Interest:	\$104.41
Post Judgment Payments:	\$1,244.19
Current Balance	\$3,103.00

As of the date of this letter, your client owes the current balance shown above. Because of accruing interest, if any, the account balance may vary from that shown above. For an updated current balance, please contact us. Online payments can be made at [payjm.com](http://payjm.com).

Please call Johnson Mark, LLC at 888-599-6333 ext. 5700 to discuss this matter further or to make payment and/or settlement arrangements.

Sincerely,

JOHNSON MARK LLC

This communication is from a debt collector. Federal and State law prohibit certain methods of debt collection and require that we treat you fairly. Please view our website



[www.UnderdogLawyer.com](http://www.UnderdogLawyer.com)

# And Continues...

Statement Date: 05-09-13  
Creditor: FIA CARD SERVICES, N.A.  
Our Reference #: 51757494  
Original Account #: XXXXXXXXXXXX3931  
Current Account #: XXXXXXXXXXXX3931  
Account Balance: \$5,468.99

MICHAEL FOLK  
CASE NUMBER 12-38328 EIP 7

**firstsource**  
Firstsource Advantage, LLC  
235 Bryant Woods South, Amherst, NY 14228  
1-866-697-4095

Dear Rivera J Echeagaray:

This account has been placed with our office for collection in order to resolve your delinquent debt. Please enclose your payment in the envelope provided and make your check or money order payable to Firstsource Advantage, LLC.

Should you wish to speak to a representative concerning your account you may contact this office toll free at 1-866-697-4095. Please refer to the account number indicated above.

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

Firstsource Advantage, LLC  
A Professional Debt Recovery Agency

This account is issued and administered by FIA Card Services, N.A.

**Customer Service and Payment Information**  
Telephone: Toll free: 1-866-697-4095 TTY / TDD Users: 1-800-962-1220  
Office Hours (Eastern Time): Monday - Friday 8am-9pm, Saturday 8am-1pm.  
Send correspondence to: Firstsource Advantage, LLC, 205 Bryant Woods South, Amherst, NY 14228

Do not send correspondence to this address.



CZFRST01  
PO Box 1022  
Whom MI 48393-1022  
CHANGE SERVICE REQUESTED

05-09-13 51757494

BOA89/N1BOA 50591176  
RIVERA J ECHEAGARAY  
16400 NE LAS BRISAS CT APT 13  
PORTLAND OR 97230-5080

Account #: 51757494  
Balance Due: \$5,468.99

Amount Paid:

Make Payment To:  
FIRSTSOURCE ADVANTAGE, LLC  
PO BOX 628  
BUFFALO NY 14240-0628

IMPORTANT: To receive proper credit, be sure to enclose this portion with your payment

www.UnderdogLawyer.com

August 12, 2013

MICHAEL FOLK  
CASE # 12-38328 EIP 7

**FMA Alliance, Ltd.**  
12339 Cutten Road, Houston TX 77066  
877-254-9751  
A different kind of collection experience!

Creditor: FIA Card Services, N.A.  
Account #: XXXXXXXXXXXX3931  
Original Account #: XXXXXXXXXXXX1584  
File #: 30006519  
Balance Due: \$5,468.99 as of August 12, 2013

FMA knows - if you had the money to pay off the balance, you would. We understand repaying your debt isn't easy in today's economy. FMA is here to help create a win-win solution to resolve this debt. Experience the FMA difference!

Simple! Fast! Secure! Available 24 hours/365 days!  
Pay on-line at [www.FMAPayOnline.com](http://www.FMAPayOnline.com)  
No conversations and no interaction with a live person when online.



Plus our professionally trained staff is here to assist you on the phone.  
Our hours of operation are Monday - Thursday 8 am - 9 pm, Friday 8 am - 5 pm  
and Saturday 8 am - 12 pm Central time.



Scan here to access  
[www.FMAPayOnline.com](http://www.FMAPayOnline.com)  
Mobile data rates may apply.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt, or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as they same day we receive your payment and you will not receive your check back from your financial institution.

This account is issued and administered by FIA Card Services, N.A.  
This has been sent to you by a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

P.O. Box 69  
Nashport OH 43830-0069

FORWARD SERVICE REQUESTED

Make mailed payments payable to FMA Alliance, Ltd.

Amount Paid: \$

Account #: XXXXXXXXXXXX3931  
Original Account #: XXXXXXXXXXXX1584  
Creditor: FIA Card Services, N.A.

PERSONAL & CONFIDENTIAL

RIVERA J ECHEAGARAY  
16400 NE LAS BRISAS CT APT 13  
PORTLAND OR 97230-5080

Please send all payments or correspondence to:

FMA Alliance, Ltd.  
PO Box 2409  
Houston, TX 77252-2409

1117 30006519 26331750

# And Continues...

MICHAEL FOLLEN  
CASE NUMBER 12-38328 EIP 7

Bank of America

RIVERA J ECHEAGARAY  
16400 NE LAS BRISAS CT APT 13  
PORTLAND, OR 97230-5080

April 17, 2013

Regarding account number ending in: XXXXXXXXXXXX1584

Dear Rivera J Echeagaray:

This is our final letter to you regarding the above referenced account before it will be charged off. If your account is charged off, you will still be responsible for this debt and we may continue to pursue collection efforts.

Please contact us toll-free at 1.800.242.2379 and schedule a payment before 11 p.m. Eastern on April 29, 2013 to prevent this from happening. Additionally, please contact us before this date if you plan to make your payment at a banking center or online at bankofamerica.com.

Our knowledgeable associates are ready to assist you Monday through Thursday from 8 a.m. to midnight, Friday from 8 a.m. to 11 p.m., Saturday from 8 a.m. to 7 p.m. and Sunday from noon to 9 p.m. Eastern. Thank you for your prompt attention to this matter.

Sincerely,

Bank of America

This is an attempt to collect a debt and any information obtained will be used for that purpose. This account is issued and administered by FIA Card Services, N.A. Correspondence may be mailed to Bank of America, PO Box 982236, El Paso, TX 79998-2236. Payments may be mailed to Bank of America, PO Box 15019, Wilmington, DE 19850-5019.

180FIN  
975

00-61-0700B 09-2002

Recycled Paper

DEPT. HOVS 066  
PO BOX 3044  
LIVONIA MI 48151-3044  
RETURN SERVICE REQUESTED



0502013007000678 0868 01  
P2FM3V00518469 - 185573027 136978  
JOSE ECHEAGARAY RIVERA  
16400 NE LAS BRISAS CT APT 13  
PORTLAND OR 97230-5080

GC Services Limited Partnership  
6330 Gullfion, Houston, TX 77081

Please call: (800) 926-3136  
Between 8:00 AM and 9:00 PM.

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO:

PO BOX 46960  
SAINT LOUIS MO 63146

YOU OWE: AMERICAN EXPRESS  
CLIENT ACCOUNT NUMBER: ENDING 31004

FILE NUMBER: 1824749  
BALANCE DUE: \$6,248.81

Please detach and return upper portion of statement with payment

January 8, 2013

File Number: 1824749  
Client Account Number: ENDING 31004

Dear Jose Echeagaray Rivera,

Your account with AMERICAN EXPRESS, in the amount of \$6,248.81, has been referred to us. By this time, you must realize that you are delinquent.

Send us your payment in full in the enclosed envelope. Please include the top portion of this letter to assure proper credit of your payment.

Remit your balance in full or phone (800) 926-3136.

Sincerely,

P. CORBETT  
Account Representative

IF YOU HAVE CONCERNS REGARDING THE HANDLING OF YOUR ACCOUNT BY GC SERVICES, PLEASE CONTACT E. P. BERNHAGEN, GENERAL MANAGER, AT 800-926-3136.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

GC Services Limited Partnership - Collection Agency Division - 6330 Gullfion, Houston, TX 77081

0868-01 868-01A 0502013007000678 4955764

www.UnderdogLawyer.com

www.UnderdogLawyer.com

**PART II: DEBTOR'S PROPERTY GENERALLY**  
**(ALL GARNISHEES MUST FILL OUT THIS PORTION OF THE RESPONSE)**

Place a check in front of all the following statements that apply. You may need to check more than one statement.

☐ I have discovered that a voluntary or involuntary bankruptcy petition has been filed by or on behalf of the Debtor after the date shown on the face of the writ as the date on which the judgment was entered against the debtor or after the debt otherwise became subject to garnishment. (You need not complete any other part of this response, but you must sign the response and deliver it in the manner specified in Step 2 of the Instructions to Garnishee form)

☐ I do not employ the Debtor, I do not have in my possession, control or custody any personal property of the Debtor, and I do not own any debts or other obligations to the Debtor.

☐ I employ the Debtor. (You must complete Part II of this response)

(FINANCIAL INSTITUTIONS ONLY) We hold one or more accounts for the Debtor, of which \$ \_\_\_\_\_ is not subject to garnishment under Chapter 430, Oregon Laws 2009. We are forwarding all other garnishable amounts, or enough of it to satisfy the garnishment, to the Garnisher.

☐ I have in my possession control or custody money that belongs to the Debtor (other than wages), or I owe a debt or other obligation to the Debtor (other than wages) that is due as of the time of this response. I am forwarding this money, or enough of it to satisfy the garnishment, to the Garnisher.

☐ I owe a debt or other obligation to the Debtor (other than wages) that is not due as of the time of this response but will become due within 45 days. I will forward the money, or enough of it to satisfy the garnishment, to the Garnisher when the debt or other obligation becomes due.

☐ I owe the following debt or other obligation to the Debtor (other than wages) that will not become due within 45 days of the time of this response. I will not make any payments on the debt or obligation until I receive instructions from the Sheriff or until 30 days have passed from the date on which I deliver this response. (See Instructions to Garnishee form)

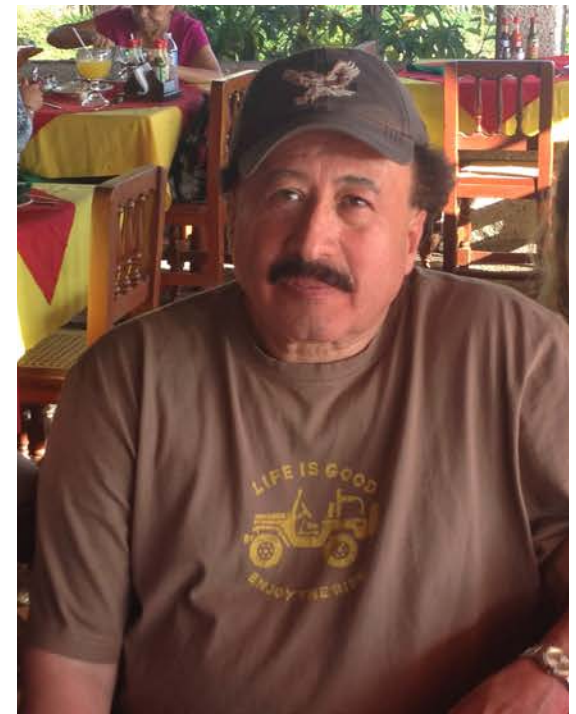
\_\_\_\_\_

☐ I have in my possession, control or custody the following personal property (other than money) that belongs to the Debtor. I will hold all of the property for the Garnisher until I receive instructions from the Sheriff or until 30 days have passed from the date on which I deliver this response. (See Instructions to Garnishee form)

A1 MCO-DS:

# 2013 Bankruptcy Litigation

- Fourteen federal court lawsuits
- Five motions for contempt
- 8 subpoenas to third party collection agencies
- 5,000+ pages of document production requests
- 500+ requests for admission
- 25+ motions, briefs, etc.
- 50+ hearings, conferences, etc.





# 2013 Hearing Transcript

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re: )  
 ) Case No. 12-38328-elp7  
 )  
JOSE LORETO ECHEAGARAY RIVERA, )  
 ) PORTLAND, OREGON  
 ) OCTOBER 24, 2013  
Debtor. ) 11:12 a.m. TO 11:32 a.m.  
 )  
 ) MOTION FOR CONTEMPT AGAINST  
 ) FIA CARD SERVICES, N.A. AND  
 ) BANK OF AMERICA CORP. AND  
 ) SUPPORTING DOCUMENT(S).  
 ) FILED BY DEBTOR JOSE LORETO  
 ) ECHEAGARAY RIVERA (FULLER,  
 ) MICHAEL) (44)

TRANSCRIPT OF PROCEEDINGS

BEFORE THE HONORABLE ELIZABETH L. PERRIS  
United States Bankruptcy Judge

APPEARANCES:

For the Debtor: Michael Fuller  
OLSEN DAINES  
9415 SE Stark Street, Suite 207  
Portland, OR 97216

For FIA Card Services, N.A.  
and Bank of America  
Corporation: Jennifer P. Knox  
REED SMITH LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103  
-and-  
Bethany L. Coleman-Fire  
DAVIS WRIGHT TREMAINE, LLP  
1300 SW Fifth Avenue, Suite 2400  
Portland, OR 97201-5610

5 send a message to you that this is not about running up the  
6 bills for the Debtor's lawyer. And if you think you're going  
7 to wear out Mr. Fuller, I'm sure Ms. Coleman-Fire has told you,  
8 you're not going to wear out Mr. Fuller. You're just going to  
9 increase what he's ultimately going to ask for for legal fees.  
10 I'm not saying I'm enthusiastic about his tactics  
11 sometimes, but he doesn't wear out; I can say that about him.  
12 MS. KNOX: Thank you, Your Honor. And I think that's  
13 an excellent point and one that we've been thinking about  
14 ourselves. I think that Ms. Coleman-Fire has telegraphed to us  
15 Mr. Fuller's perseverance. And in light of that we would like

# The Automatic Stay

The stay imposes **“an affirmative duty”** on creditors to discontinue all collections upon learning about bankruptcy. *Eskanos & Adler, P.C. v. Leetien*, 309 F.3d 1210, 1216 (9th Cir. 2002).





# 2013 Results

- Two orders of contempt + title to car
- Sixteen confidential settlements
- Over \$200,000 settlement proceeds

Case 12-38328-elp7 Doc 36 Filed 03/13/13  
DISTRICT OF OREGON  
**FILED**  
March 13, 2013  
Clerk, U.S. Bankruptcy Court

Below is an Order of the Court.

*Elizabeth Perros*  
ELIZABETH PERROS  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re  
Jose Loreto Echeagaray Rivera,  
Debtor.

Case No. 12-38328-elp7  
ORDER HOLDING  
ACCOUNTS RECEIVABLE, INC.  
IN CONTEMPT OF COURT

Case 12-03325-elp Doc 15 Filed 02/01/13  
DISTRICT OF OREGON  
**FILED**  
February 01, 2013  
Clerk, U.S. Bankruptcy Court

Below is an Order of the Court.

*Elizabeth Perros*  
ELIZABETH PERROS  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re  
Jose Loreto Echeagaray Rivera,  
Debtor.

Case No. 12-38328-elp7  
Adv. Proc. No. 12-03325-elp  
ORDER HOLDING JOHNSON MARK  
LLC IN CONTEMPT OF COURT

[www.UnderdogLawyer.com](http://www.UnderdogLawyer.com)



# December 2015 Collection Letter

2016-01-04 12:42

MFP06654PLT01

5036670418 >>

FAXTRAN61 P 1/1

698 1/2 SOUTH OGDEN STREET  
BUFFALO, NY 14206-2317

CASE NUMBER 12.38328 E1P7



Reference# 099996464

**CAPITAL MANAGEMENT SERVICES, LP**  
698 1/2 South Ogden Street Buffalo, NY 14206-2317  
Office Hours: M-F 8 am - 9 pm ET  
Sat 8 am - 1 pm ET  
Toll Free: 1-877-211-9175, Fax: 716-512-6046



T114 P3\*\*\*\*\*AUTO\*\*3-DIGIT 972

Rivera Echeagaray  
16400 NE LAS BRISAS CT APT 13  
PORTLAND, OR 97230-5080

Original Creditor: (DSNB) Department Store National Bank  
Current Creditor: (DSNB) Department Store National Bank  
Description: Macy's  
Account #: XXXXXXXXXXXX4850  
AMOUNT ENCLOSED: \_\_\_\_\_  
Amount of Debt: \$1708.60

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT TO ADDRESS LISTED BELOW

Dear Rivera Echeagaray:

December 04, 2015

This company has been engaged by Macy's to resolve your delinquent debt of \$1708.60.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different than the current creditor.

You may contact Capital Management Services, LP. at 698 1/2 South Ogden Street, Buffalo, NY 14206-2317 or call 1-877-211-9175 Mon. through Fri. 8 am to 9 pm ET, Sat. 8 am to 1 pm ET. Please submit your payment and make your check or money order payable to DSNB to the address listed below. Payments and correspondence should be mailed to: Capital Management Services, LP, P.O. Box 120, Buffalo, NY 14220-0120. Overnight deliveries should be addressed to: Capital Management Services, LP., 698 1/2 South Ogden Street, Buffalo, NY 14206-2317. You may also make payments online at: [www.cms-trans.com](http://www.cms-trans.com).

This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.

[www.UnderdogLawyer.com](http://www.UnderdogLawyer.com)

**Motion for Contempt**  
**against Macy's,**  
**CitiFinancial, and**  
**DSNB**  
**+**  
**FDCPA class action**  
**against Capital**  
**Management**

www.UnderdogLawyer.com

Michael Fuller, Oregon Bar No. 09357  
Special Counsel for Debtor  
Olsen Daines PC  
US Bancorp Tower  
111 SW 5th Ave., 31st Fl.  
Portland, Oregon 97204  
[michael@underdoglawyer.com](mailto:michael@underdoglawyer.com)  
Direct 503-201-4570

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re

Jose Loreto Echeagaray Rivera  
aka Loreto Echeagaray  
aka Rivera J. Echeagaray

Debtor.

Case No. 12-38328-tmb7

**DEBTOR'S MOTION FOR ORDER OF  
CONTEMPT AND JUDGMENT  
AGAINST MACY'S CORPORATE  
SERVICES, INC.**

Discharge Injunction Violation

Oral Argument Requested

Evidentiary Hearing Requested

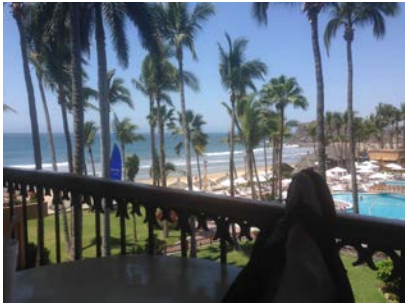
**MOTION**

Pursuant to 11 U.S.C. §§ 105 and 524 and this Court's inherent power, debtor moves for an order of contempt and judgment against Macy's Corporate Services, Inc. ("creditor") based on clear and convincing evidence that after receiving notice of the discharge order, creditor continued to demand payment of its pre-petition debt from debtor, and repeatedly engaged various collectors to harass debtor with demand letters. [Ex. 1]

**DEBTOR'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST  
MACY'S CORPORATE SERVICES, INC. - Page 1 of 8**

Olsen Daines PC  
US Bancorp Tower  
111 SW 5th Ave., 31st Fl.  
Portland, Oregon 97204

Case 12-38328-tmb7 Doc 68 Filed 01/18/16



Michael Fuller <michael@underdoglawyer.com>

## FW: Jose Loreto Echeagaray Rivera

1 message

**White, Katherine M** <katherine.m.white@citi.com>  
To: "michael@underdoglawyer.com" <michael@underdoglawyer.com>

Tue, Feb 16, 2016 at 5:17 AM

2/16/16 – confidential settlement communications

Mr. Fuller – I have not yet been able to fully connect with Capital Management. In the interests of resolving this before I have to retain Kathy Salyer, I think I can get \$25,000 for a global settlement if the attached proposed settlement agreement will work.

Please let me know. Thanks, Katherine

Katherine M. White  
Assistant General Counsel  
Consumer Litigation  
Citibank, N.A.  
14000 Citi Cards Way, C1-B236  
Jacksonville, FL 32258  
904-954-2739 - Ph  
904-954-8716 – Fax  
248-808-4110 - Mobile  
katherine.m.white@citi.com

**From:** White, Katherine M [LEGL]  
**Sent:** Monday, February 15, 2016 12:14 PM  
**To:** 'michael@underdoglawyer.com'  
**Subject:** Jose Loreto Echeagaray

2/15/16

Mr. Fuller – I just left you a v/m to discuss the above matter and the 2/23/16 show cause hearing involving Macy's. Citibank's subsidiary issues Macy's credit cards. Please call so that we can discuss this matter. Thank

# The Discharge Order

The discharge order protects debtors from **all acts to collect debt as a personal liability** that arose before the commencement of a bankruptcy case.

- 11 U.S.C. § 524(a)



# The Discharge Order

## Motion for Contempt

- Debtors must enforce discharge orders by filing **motions for contempt**. *Walls v. Wells Fargo*, 276 F.3d 502, 506-07 (9th Cir. 2002).
- Aggrieved debtors are entitled to **actual damages, attorney fees, and mild sanctions** under § 524. *In re Marino*, 2017 Bankr. LEXIS 4400 (9th Cir. BAP 2017).



# The Discharge Order

## Contempt Elements

- Contempt requires proof that a party **(1) had knowledge** of a bankruptcy court order and **(2) intended conduct** that violated the order. *In re ZiLOG, Inc.*, 450 F.3d 996, 1007 (9th Cir. 2006).
- Contempt must be proved with **clear and convincing evidence**. *In re Bennett*, 298 F.3d 1059, 1069 (9th Cir. 2002).





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## Week 7 – FCRA / FDCPA

- 5:30 Today's agenda
  - Common UTPA violations
  - Credit report disputes
  - FCRA charts
  - Spokeo*
- 6:30 Break
  - FDCPA elements
  - FDCPA charts
  - Henson v. Santander*
  - Common FDCPA violations
  - Bankruptcy violations**
- 7:20 Next Week

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7:20 **Next Week**



## Next Week – TCPA

- 5:30 Today's agenda
    - Henson v. Santander*
    - Bankruptcy violations
    - Student loans
  - 6:00 Break
    - Guest Speaker: Kelly Jones
    - TCPA elements
    - TCPA charts
- 