

Disclosure of Time-Barred Debt and Revival

Findings from the CFPB's Quantitative Disclosure Testing



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1. Introduction

This report presents the results of a large-scale online survey experiment designed to test several versions of disclosures to support the understanding of time-barred debt and revival. These data were collected by ICF International on behalf of the Consumer Financial Protection Bureau (“Bureau” or CFPB) between May 2019 and September 2019. ICF International produced a detailed report, available at this [link](#), on its methodology, including sampling, response rates, and question development.

The survey experiment tested disclosures in the context of a debt collection *validation notice*. The Fair Debt Collection Practices Act generally requires a debt collector to provide certain information to a consumer either at the time that, or shortly after, the debt collector first communicates with the consumer in connection with the collection of a debt. The required information—i.e., the validation information—includes details about the debt and about consumer protections, such as the consumer’s rights to dispute the debt and to request information about the original creditor.¹

Time-barred debt is debt for which the statute of limitations has expired. For most debt collection claims, state law identifies the applicable statute of limitations. The length of the limitations period varies by state and debt type. Most statutes of limitations applicable to debt collection claims are between three and six years, although some are as long as 15 years. Currently, in most states, expiration of the statute of limitations, if raised by the consumer as an affirmative defense, precludes the debt collector from recovering on the debt through litigation. But in almost all states, expiration of the statute of limitations does not extinguish the debt itself, meaning that debt collectors may still collect time-barred debts using non-litigation means, such as through letters or telephone calls.

In addition, in many states, a debt collector’s right to sue on a time-barred debt can be “revived” if certain conditions are met. Revival extinguishes the consumer’s right to raise expiration of the statute of limitations as an affirmative defense to litigation; that is, it revives the debt collector’s right to sue to collect the debt. State laws generally permit revival of a debt collector’s right to sue if a consumer: (1) makes a partial payment on a time-barred debt; or (2) acknowledges to the debt collector in writing that the consumer owes the time-barred debt.

The survey experiment presented each respondent with a sample notice regarding a hypothetical debt that included a randomly assigned disclosure about the debt’s time-barred status and the possibility of revival. The survey then asked respondents to answer a series of questions, principally designed to test their understanding of the notice and the time-barred debt and revival disclosures.

¹ See 15 U.S.C. 1692g(a).

The key findings of this report are:

1. Validation notices without time-barred debt or revival disclosures, relative to notices with one or both of these disclosures, resulted in respondents believing that debt collectors are legally allowed to sue to collect the debt; respondents who viewed time-barred debt disclosures, whether alone or with revival disclosures, generally appeared to avoid this misimpression.
2. Relative to all other notices (either notices with time-barred debt and revival disclosures or notices without time-barred debt or revival disclosures), time-barred debt disclosures alone generally led a majority of respondents to believe that debt collectors are not able to legally sue them on a debt even after the consumers take actions that would, in fact, revive the debt in some jurisdictions (for example, making a partial payment on the debt).
3. A notice with a revival disclosure, relative to a notice with a time-barred debt disclosure alone, generally appears to clarify the circumstances in which the debt collector's right to sue can be revived, although the evidence suggests that some consumers may overgeneralize and assume that debt collectors can sue if the consumers call to acknowledge the debt or mail in the tear-off to dispute, actions which would not, generally, revive the debt.

2. Sample and Design

This section briefly covers the data collection methodologies employed in this project. A detailed report describing the methodology was produced by ICF International and is available at this [link](#).

2.1 Sample

A total of 8,011 respondents from the Ipsos (formerly GfK) KnowledgePanel completed the questionnaire using a tablet or computer. A prescreening survey was used to oversample consumers who had prior experience with debt collection.²

2.2 Disclosure Versions

As further discussed below, each respondent viewed one of several versions of a validation notice before responding to a set of questions.

The disclosures were tested in the context of a vignette describing a debt owed by “Person A.” The vignette reads:

Person A bought a couch from Main Street Department Store years ago using a Main Street Department Store credit card. The credit card company contacted Person A several times about the bill over the years, but Person A has not paid it off. Person A receives a notice about the debt from North South Group, a debt collector. It says that he or she still owes some of the balance from the card. Person A knows that he or she does still owe some money, and thinks the amount on the notice looks about right. It would not be easy, but Person A probably could find a way to come up with money to pay the debt.

Respondents were randomly assigned by the contractor to view one of 11 different versions of a validation notice. Two of the 11 versions were used as control conditions.³ One control was

² Members of the Ipsos Knowledge Panel are recruited through probability-based sampling, specifically address-based sampling (ABS) methods. Households are provided with access to the Internet and hardware if needed. KnowledgePanel has approximately 55,000 panel members. For more details, see https://files.consumerfinance.gov/f/documents/cfpb_icf_debt-survey_methodology-report.pdf.

³ *Condition* is a term used to describe different treatment arms in an experimental design. Typically, respondents are randomly assigned to either a control or treatment condition. The control condition is a condition that is untreated

designed to resemble validation notices that some debt collectors use today (Status Quo Notice). The other control was the Bureau’s model validation notice as proposed in the Bureau’s May 2019 proposed rule regarding debt collection practices (Model Notice).⁴ Neither control notice contained a time-barred debt or revival disclosure.

Of the remaining nine tested notices, four contained variations of a time-barred debt disclosure added to the Model Notice (TBD Notices), and five contained variations of both a time-barred debt disclosure and a revival disclosure added to the Model Notice (TBD with Revival Notices). In all cases, the disclosure appeared in a grey box on the left side of the notice (see Appendix B). Random assignment to the various versions of the notice enabled the Bureau to test whether the time-barred debt and revival disclosures improved consumer understanding of time-barred debt and revival concepts relative to notices without these disclosures, and to test which language was most effective in improving consumer understanding.

Bureau researchers also varied the age of the debt. In one version of the vignette, the purchase occurred three years ago; in the other it occurred 10 years ago.⁵ The age of the debt was also reflected on the model validation notice itself, with the purchase being made in 2016 (in the three-year scenario) or 2009 (in the 10-year scenario). Because most statutes of limitations applicable to debt collection claims are between three and six years, the scenario with a 10-year old debt may more closely resemble real-world conditions than the scenario with the three-year-old debt.⁶ By including two ages of debt, the Bureau intended to account for any possible impact the age of the debt may have on consumers’ intuitive sense of when debts are time-barred.⁷

Table 1 summarizes the tested validation notices and specifies which versions were tested with both three- and 10-year-old debts or just 10-year-old debts.

2.2.1 Time-Barred Debt Notices

Each time-barred debt disclosure (TBD Notices) tested by the Bureau had two parts: a general description of the law and a statement of the implications for the consumer. Bureau researchers

and serves as a comparison group for the treated experimental conditions. Instead of using the word “condition,” this report generally uses the less technical term “version” to refer to the notices that respondents saw.

⁴ 84 FR 23274, 23409 (May 21, 2019).

⁵ Although the statute of limitations can be as short as three years in some states for some kinds of debt, it was not clear that this would be intuitive to consumers, who may not view a three-year-old debt as “old.” The Bureau accounted for this possibility by testing the disclosures with three-year-old and 10-year-old debts.

⁶ See 84 FR 23274, 23327 (May 21, 2019).

⁷ Four of the revival notices were tested with 10-year old debts only. Bureau researchers concluded that the number of respondents per condition would be too low if additional versions of the notice were added to test these revival disclosures with three-year old debts.

tested two ways of describing the law (one used in an FTC consent order, “The law limits how long you can be sued for a debt,” and an alternative designed by Bureau researchers, “According to the law, you can’t be sued for debts over a certain age”).⁸ The Bureau also tested two ways of describing the debt (one, also used in an FTC consent order, stating that the debt collector “will not sue” the consumer; and the other stating that the debt collector “cannot sue”). This resulted in four unique time-barred debt disclosures: (1) FTC-can not (2) FTC-will not (3) Alternative-can not and (4) Alternative-will not. The notices are provided in Appendix B and summarized in Table 1 below.

2.2.2 Revival Notices

The revival disclosures tested by the Bureau (TBD with Revival Notices) also had two parts: a time-barred debt disclosure and a description of the actions that would trigger revival. Bureau researchers tested five versions of a revival disclosure.

The first revival disclosure, Revival(1), was designed by the Bureau to succinctly capture the key behaviors that can trigger revival: “The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it unless you make a payment or acknowledge it in writing.” The next three revival disclosures (Revival(2), Revival(3), and Revival(4)) were modelled on revival disclosures currently required in some states. These three disclosures incorporated the main features of the state disclosures on which they were modelled. All three started with the FTC-will not time-barred debt disclosure.

The last revival disclosure, Revival(5), was also designed by the Bureau: “The law limits how long you can be sued for a debt. If you do nothing in response to this notice, we will not sue you to collect this debt. This is because the debt is too old. BUT if you make a payment or acknowledge in writing that you owe this debt, then we can sue you to collect it.” While Revival(5) incorporated the first sentence of the FTC disclosures, it also specified that inaction “will not” result in a lawsuit.

The exact wording of all revival disclosures appears in Table 1.

Table 1: Notice Versions

#	Short Name	Cell Size	Age of Debt	Description	Disclosure Language
1	Model Notice	875	3 and 10 year	Bureau model notice without TBD disclosure	N/A

⁸ See United States v. Asset Acceptance, LLC, No. 8:12-cv-182 (M.D. Fla. Jan. 31, 2012), <https://www.ftc.gov/sites/default/files/documents/cases/2012/01/120131assetconsent.pdf>.

#	Short Name	Cell Size	Age of Debt	Description	Disclosure Language
2	Status Quo Notice	881	3 and 10 year	Hybrid of several current notices in use without TBD disclosures	N/A
3	FTC-cannot	870	3 and 10 year	Model Notice with FTC TBD disclosure plus "cannot"	The law limits how long you can be sued for a debt. Because of the age of this debt, we cannot sue you for it.
4	FTC-will not	898	3 and 10 year	Model Notice with FTC TBD disclosure plus "will not"	The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it.
5	Alternative -cannot	878	3 and 10 year	Model Notice with Alternative to FTC TBD disclosure plus "cannot"	According to the law, you can't be sued for debts over a certain age. Because of the age of this debt, we cannot sue you for it.
6	Alternative -will not	891	3 and 10 year	Model Notice with Alternative to FTC TBD disclosure plus "will not"	According to the law, you can't be sued for debts over a certain age. Because of the age of this debt, we will not sue you for it.
7	Revival(1)	909	3 and 10 year	TBD disclosure FTC-will not plus revival disclosure version 1	The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it unless you make a payment or acknowledge it in writing.
8	Revival(2)	459	All 10 year	TBD disclosure FTC-will not plus revival disclosure version 2	The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Take note: You can renew the debt and the statute of limitations for the filing of a lawsuit against you if you do any of the following: Make any payment on the debt, sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; Sign a paper in which you give up or waive your right to stop the creditor from suing you in court to collect the debt.
9	Revival(3)	425	All 10 year	TBD disclosure FTC-will not plus revival disclosure version 3	The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Even so, you may choose to make payments on the debt. However, be aware: if you make a payment on the debt, admit to owing the debt, promise to pay the debt, or waive the statute of limitations on the debt, the time period in which the debt is enforceable in court may start again.
10	Revival(4)	471	All 10 year	TBD disclosure FTC-will not plus revival disclosure version 4	The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Even so, you may CHOOSE to make payments. However, BE AWARE: if

#	Short Name	Cell Size	Age of Debt	Description	Disclosure Language
11	Revival(5)	465	All 10 year	Unique TBD disclosure (“will not”) plus revival disclosure version 5	<p>you make a payment [or acknowledge in writing that you owe this debt], the creditor’s right to sue you to make you pay the entire debt may START AGAIN.</p> <p>The law limits how long you can be sued for a debt. If you do nothing in response to this notice, we will not sue you to collect this debt. This is because this debt is too old. BUT if you make a partial payment or acknowledge in writing that you owe this debt, then we can sue you to collect it.</p>

Note: Cell size refers to the number of respondents who viewed a notice. The contractor attempted to keep the cells balanced, but this is typically managed imperfectly due to non-response and random assignment. Age of debt refers to the age of the debt in the notice and/or the vignette, with the purchase being made in 2016 (in the three-year scenario) or 2009 (in the 10-year scenario). The Status Quo Notice did not mention the date of purchase on the disclosure, so respondents who viewed that notice saw the date of purchase only in the vignettes.

2.3 Survey Design

After reading the vignette and viewing their randomly assigned validation notice, respondents answered a series of questions, described briefly in sections 2.3.1–2.3.5. Respondents were told that at any point they could view the notice again by clicking on the thumbnail on the right of their screen. Additionally, if the respondents received a time-barred debt or revival disclosure, the contents of that disclosure were displayed on the screen at two points during the survey (see Appendix A). This was intended to increase the likelihood that respondents would use the information from the disclosures when responding to the comprehension questions designed to measure the effectiveness of those disclosures. The questionnaire is in Appendix A. The questionnaire contained 33 questions and took approximately 15 minutes to complete. Respondents could go back in the survey to revise their answers.

2.3.1 Usability

First, the survey asked three questions meant to assess the usability of the Model Notice relative to the Status Quo Notice: (1) “According to the notice, if Person A wanted to make a payment on the debt, who should he or she send the payment to?”; (2) “According to the notice, does Person A have a legal right to dispute this debt if he or she thinks there is an error?”; and (3) “Imagine that Person A believes the debt on the notice is not correct. According to the notice, what must Person A do to have the debt collector send Person A information showing that he or she owes

the debt?” Each question employed a multiple-choice question format, with one correct answer and several incorrect answers.⁹

The survey also asked respondents a usability question related to disputing: “How clear are the instructions provided in the notice for how to dispute the debt?” Response options were 1 (“Not at all clear”), 2 (“Only a little clear”), 3 (“Somewhat clear”), and 4 (“Very clear”).

2.3.2 Hypothetical Behaviors

Following the usability questions, respondents who received a TBD Notice or a TBD with Revival Notice were told, “Please take another look at this box of text that appears on the notice. The following questions relate to this text, so please make sure you read the text carefully before continuing.” Below these instructions was a box containing the specific disclosure contained in their notice. After seeing this disclosure, respondents indicated how likely they would be “to make a full or partial payment” and “to ignore the notice and take no action” using a five-point scale ranging from 1 (“Very unlikely”) to 5 (“Very likely”). Note that the vignette indicated that “it would not be easy, but Person A probably could find a way to come up with money to pay the debt.” Therefore, responses may better represent this particular circumstance than the full range of circumstances faced by real-world consumers with debts in collection.

Immediately following these questions about hypothetical behaviors, the survey asked, “When you answered the two questions above, what were you thinking about? Please list everything you were thinking about in the space below.” This question was included primarily to allow the Bureau to better understand what factors may have influenced respondents to say they would pay the debt or ignore the notice.

Later, the survey asked respondents to consider how they would dispute the debt if they wanted to (see Appendix A). Specifically, the survey asked respondents, “If you were Person A and you wanted to dispute the debt, how would you do so? Please check all that apply,” with response options including, “I would call the debt collector using the number on the notice,” “I would write to the debt collector,” “I would fill out the tear-off at the bottom of the notice,” “I would do something else,” and “I don’t know.”

2.3.3 Comprehension of Time-Barred Debt and Revival

Next, after prompting respondents with a reminder of what their randomly assigned disclosures said, the survey asked respondents to review five scenarios. For each scenario, the survey asked

⁹ Each question was followed by a companion question asking, “How confident are you in your answer to the previous question?” with a response scale of 1 (“Not at all confident”), 2 (“Somewhat confident”), and 3 (“Very confident”). The confidence questions were included to provide more nuance on responses; for example, correct or incorrect answers provided with low confidence could suggest that respondents were simply guessing, and incorrect answers provided with high confidence could suggest that the content may be confusing. However, this report does not contain analysis of these questions because there was little variation in the three primary usability questions.

whether, based on what they read in the notice, respondents thought a debt collector would be legally allowed to sue the consumer to collect the debt. The survey then presented the same scenarios and asked how *likely* the debt collector would be to sue in each scenario. The five scenarios, which were presented in random order, were that the consumer: (1) ignored the notice and took no action; (2) made a payment; (3) sent the debt collector a letter acknowledging the debt; (4) called the debt collector acknowledging the debt; or (5) mailed in a tear-off portion of the validation notice to dispute the debt. For the first set of questions, the response options were, “Yes, they are legally allowed to sue,” “No, they are not legally allowed to sue,” “It depends,” and “Not sure/Don’t know.” For the second set of questions, the responses consisted of five points from 1 (“Very unlikely to sue”) to 5 (“Very likely to sue”).¹⁰

2.3.4 Attitudes about Debt and Debt Collectors

Next, respondents rated their agreement with four statements about debt and debt collectors: (1) “People should pay their debts even if money is tight”; (2) “Debt collectors generally have accurate information about the debts that they are asking people to pay”; (3) “If a debt collector sues a consumer, it is because the debt collector has some evidence that proves that the consumer owes the debt”; and (4) “Debt collectors will often sue consumers if they do not pay their debts.” These items were displayed with a response scale of 1 (“Definitely disagree”) to 5 (“Definitely agree”).

Finally, the survey asked respondents about their willingness to receive a validation notice via each of four channels: (1) “By postal mail”; (2) “By email”; (3) “By clicking a link delivered in an email”; and (4) “By clicking a link delivered in a text message,” with a four-point response scale of 1 (“Not at all willing”), 2 (“Only a little willing”), 3 (“Somewhat willing”), and 4 (“Very willing”).

¹⁰ The second set of questions was included to address the concern that respondents—especially those with debt collection experience—would try to indicate two perspectives in response to one question or be confused about which perspective to offer. That is, they could want to indicate that they believed the debt collector was allowed to sue but was unlikely to do so (or vice versa). Providing respondents with the opportunity to express their views on both the likelihood of being sued and the legality of being sued preserved the integrity of the data in response to both questions.

3. Results

3.1 Interpreting Findings in this Report

In general, the Bureau believes that effects observed in a controlled setting, such as that employed in this testing, may be larger than those that might be observed in practice. For example, in the testing described here, respondents were given monetary incentives to participate, and therefore were likely to read and think carefully about the survey. Further, respondents were prompted at various times to refer to the notices and the specific disclosures so that the Bureau could most effectively test the content of the disclosures themselves. Consumers may read less (and less carefully) in the context of everyday life, and Bureau-conducted cognitive testing interviews suggest this is true for at least some consumers in the debt collection context.¹¹

One advantage to testing the disclosures in a large, incentivized survey is that the data are expected to reflect comprehension conditional on reading the disclosures. Had this research occurred in the field, there is a risk that the data would have reflected, to a much larger extent, consumers' knowledge and experience independent of reading the disclosure. Although knowledge and experience are important to decision-making in general, the Bureau focused on analyzing respondents' comprehension of the disclosures to inform its decision about whether disclosures, when read, can effectively inform consumers and, if so, what those disclosures should say. For this reason, the testing attempted to increase the proportion of respondents who read the disclosures, to the extent possible. This was accomplished by using a large incentivized panel, but also by repeatedly showing respondents the disclosure language and making the validation notice viewable throughout the survey.

Whether consumers read the disclosure in real life is an important issue for disclosure policy, but the testing was not designed to address this question.

Note that all differences between groups discussed in the text of this report were statistically significant at the 95 percent level or higher unless otherwise noted.

¹¹ See 84 FR 23274, 23279 (May 21, 2019). At the same time, the Bureau notes that a consumer actually facing debt collection also has an incentive to pay close attention to a validation notice, and would be interacting with the notice in a real, rather than hypothetical, context.

3.2 Usability

As described in section 2.3.1, the survey included three usability questions that referred to content on the notice unrelated to time-barred debt and revival.

The first usability question asked respondents, “According to the notice, if Person A wanted to make a payment on the debt, who should he or she send the payment to?” In this case, the Model Notice performed significantly better than the Status Quo Notice: 59 percent of respondents who viewed the Model Notice correctly selected “North South Group,” compared to 42 percent of respondents who viewed the Status Quo Notice.

Nearly all respondents answered the second and third usability questions correctly; there were no significant differences between groups. The second usability question asked respondents, “Does Person A have a legal right to dispute the debt if he or she thinks there is a mistake on the notice?” 95 percent of respondents who viewed the Model Notice answered correctly, compared to 92 percent of respondents who viewed the Status Quo Notice.

The third usability question asked, “Imagine Person A believes the debt on the notice is not correct. According to the notice, what must Person A do to have the debt collector send Person A information showing that he or she owes the debt?” 90 percent of respondents who viewed the Model Notice answered correctly, compared to 86 percent of respondents who viewed the Status Quo Notice.

Each of the three usability questions was paired with a confidence question: “How confident are you in your answer to the previous question?” Respondents who answered the usability questions correctly tended to express relatively higher confidence than respondents who answered incorrectly. The findings related to confidence ratings are provided in Appendix D: Frequency Tables.

Figures 1, 2, and 3 display the responses to the three usability questions graphically, with the proportion of respondents providing each answer broken out by the version of the notice. These figures display the Model Notice and the Status Quo Notice as separate bars and combine three- and 10-year-old debts. Time-barred debt and revival disclosure notices were not included in the analysis that produced Figures 1–3. The pattern of results does not change when time-barred debt and revival disclosures are included in the analysis.¹²

¹² The black horizontal bars are 95 percent confidence intervals. See Appendix C: Defined Terms.

FIGURE 1: RESPONSES TO THE QUESTION, “ACCORDING TO THE NOTICE, IF PERSON A WANTED TO MAKE A PAYMENT ON THE DEBT, WHO SHOULD HE OR SHE SEND THE PAYMENT TO?”

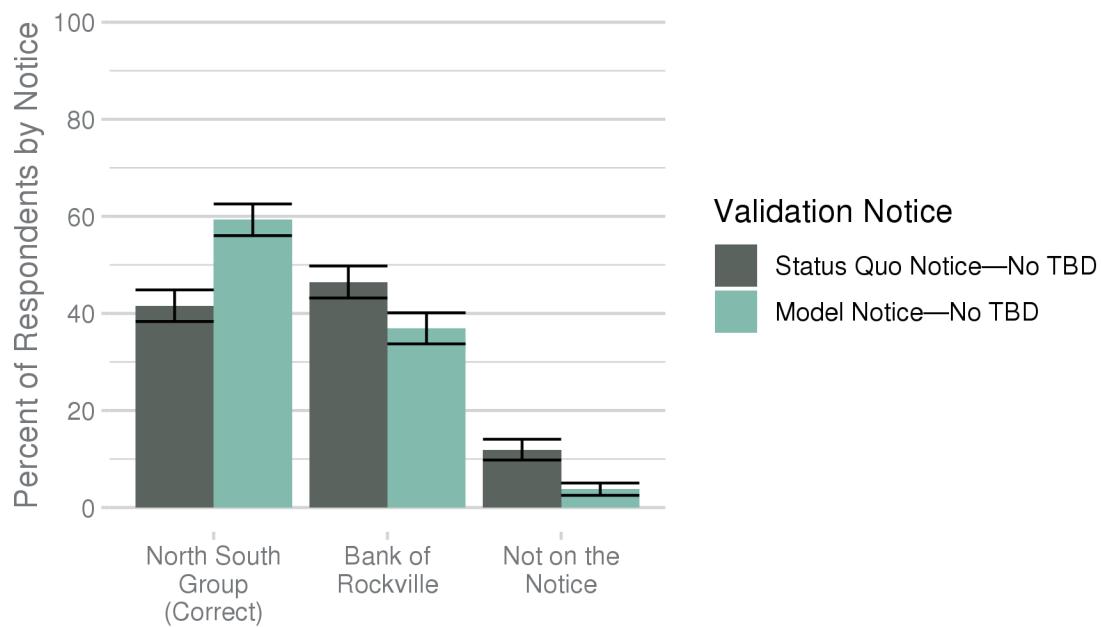


FIGURE 2: RESPONSES TO THE QUESTION, “ACCORDING TO THE NOTICE, DOES PERSON A HAVE A LEGAL RIGHT TO DISPUTE THIS DEBT IF HE OR SHE THINKS THERE IS AN ERROR?”

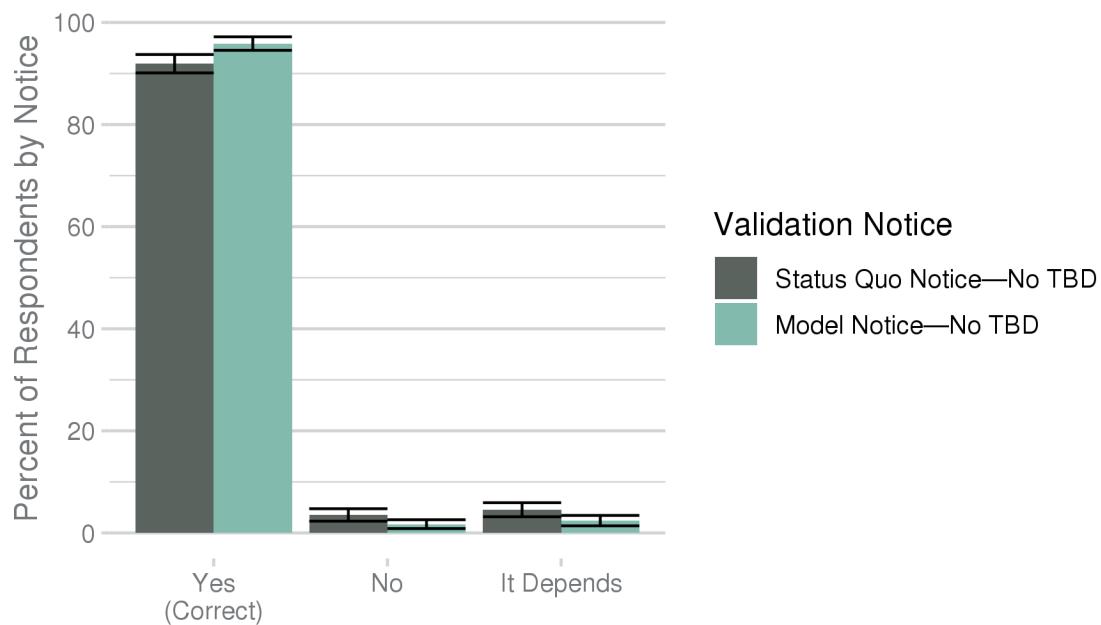
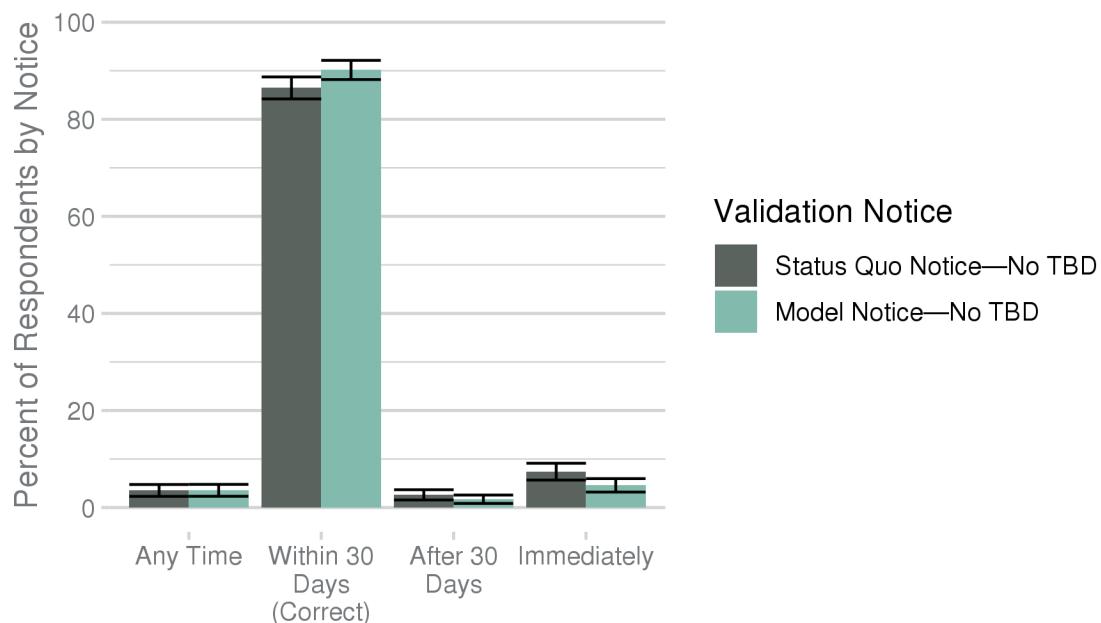


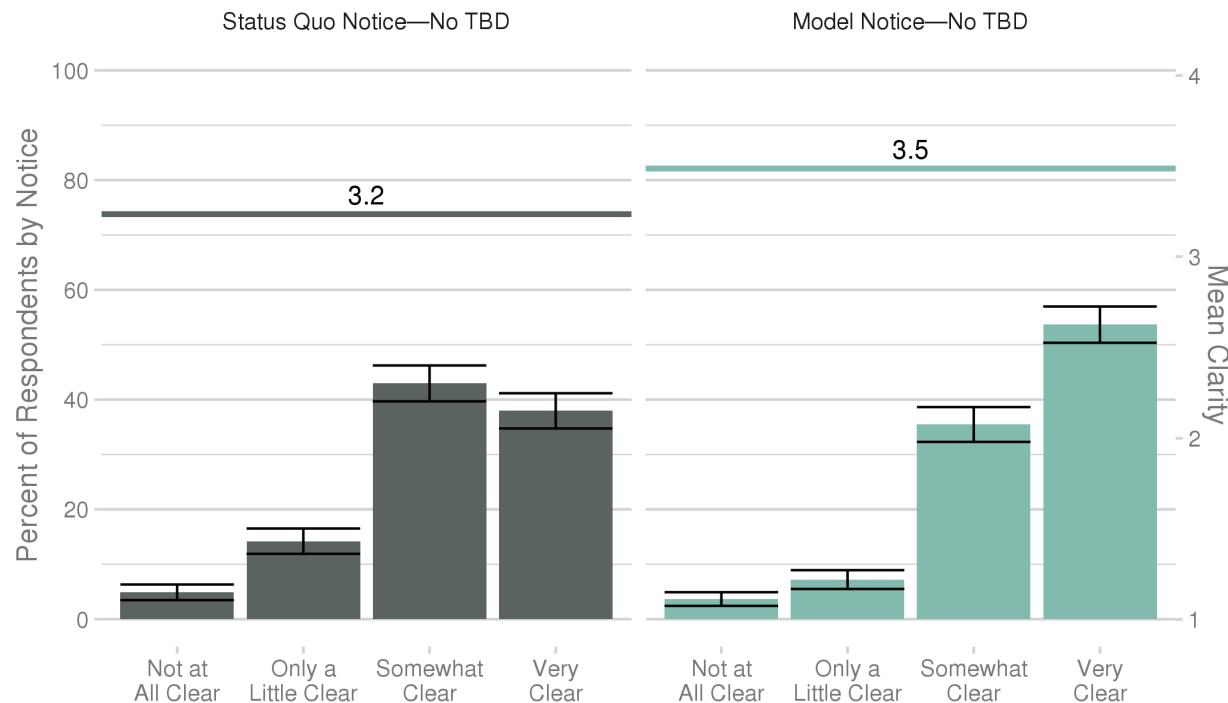
FIGURE 3: RESPONSES TO THE QUESTION, “IMAGINE THAT PERSON A BELIEVES THE DEBT ON THE NOTICE IS NOT CORRECT. ACCORDING TO THE NOTICE, WHAT MUST PERSON A DO TO HAVE THE DEBT COLLECTOR SEND PERSON A INFORMATION SHOWING THAT HE OR SHE OWES THE DEBT?”



3.3 Usability for Disputing

The Model Notice performed slightly better than the Status Quo Notice as measured by the usability question, “How clear are the instructions for how to dispute the debt?” Specifically, respondents who viewed the Model Notice were more likely than respondents who viewed the Status Quo Notice to indicate the instructions were “Very clear,” while respondents who viewed the Status Quo Notice were more likely than respondents who viewed the Model Notice to indicate the instructions were “Only a little clear” or “Somewhat clear.” The chart below shows the distribution of responses for the two forms, as well as the average usability scores based on the four-point scale ranging from 1 (“Not at all clear”) to 4 (“Very clear”).

FIGURE 4: CLARITY OF DISPUTE INSTRUCTIONS FOR THE MODEL NOTICE AND THE STATUS QUO NOTICE



Note: This chart compares respondents who viewed one of the two control notices, either the Model Notice or the Status Quo Notice.

3.4 Comprehension of Time-Barred Debt and Revival Disclosures

This section summarizes respondents' comprehension of time-barred debt and revival disclosures. If the disclosures were effective, then respondents who saw them should have been more likely than those who did not to correctly identify which actions would result in the debt collector being legally allowed to sue to collect the debt. Section 3.4.1 compares notices without time-barred debt and revival disclosures to notices with such disclosures, and sections 3.4.2 and 3.4.3 compare different versions of notices with time-barred debt and revival disclosures to each other.

3.4.1 Effects of Time-Barred Debt and Revival Disclosures on Comprehension

Bureau researchers compared four categories of notices: (1) the Model Notice (notice 1 in Table 1); (2) the Status Quo Notice (notice 2 in Table 1); (3) the TBD Notices (notices 3–6 in Table 1);

and (4) the TBD with Revival Notices (notices 7–11 in Table 1).¹³ Additionally, Bureau researchers only examined 10-year-old debts for these questions, as this permits more certainty about the correct answers to the questions.¹⁴ As noted above, the length of the limitations period generally varies by state and debt type. Most statutes of limitations applicable to debt collection claims are between three and six years, and therefore a 10-year-old debt is likely to be time-barred in most states.

The outcomes of interest are answers to the five questions that assessed whether respondents understood the implications of time-barred debt and revival. The questions asked whether the debt collector is legally allowed to sue Person A if Person A: (1) ignores the notice; (2) makes a payment; (3) writes to acknowledge the debt and ask questions; (4) calls to acknowledge the debt and ask questions; and (5) uses the tear-off to dispute the debt. The questions were multiple choice and allowed respondents to reply, “Yes, they are legally allowed to sue,” “No, they are not legally allowed to sue,” “It depends,” or “Not sure/Don’t know.” The results are summarized question by question and are also graphically represented in Figures 5 through 9 below, which display the proportion of respondents who gave each of these answers for each of the four categories of notice.¹⁵

Person A ignores the notice and takes no action.

Figure 5 summarizes responses to the question about whether the debt collector is legally allowed to sue if Person A ignores the notice. The figure shows stark differences in terms of incorrect and correct answers.

More than 60 percent of respondents who viewed either a TBD Notice or a TBD with Revival Notice responded correctly (“No”), compared to about 8 percent of respondents who viewed either the Model Notice or the Status Quo Notice. Conversely, about 65 percent of respondents who viewed either the Model Notice or the Status Quo Notice responded incorrectly (“Yes,” the collector is legally allowed to sue if they ignore the notice) compared to about 15 percent of respondents who viewed a TBD Notice or a TBD with Revival Notice.

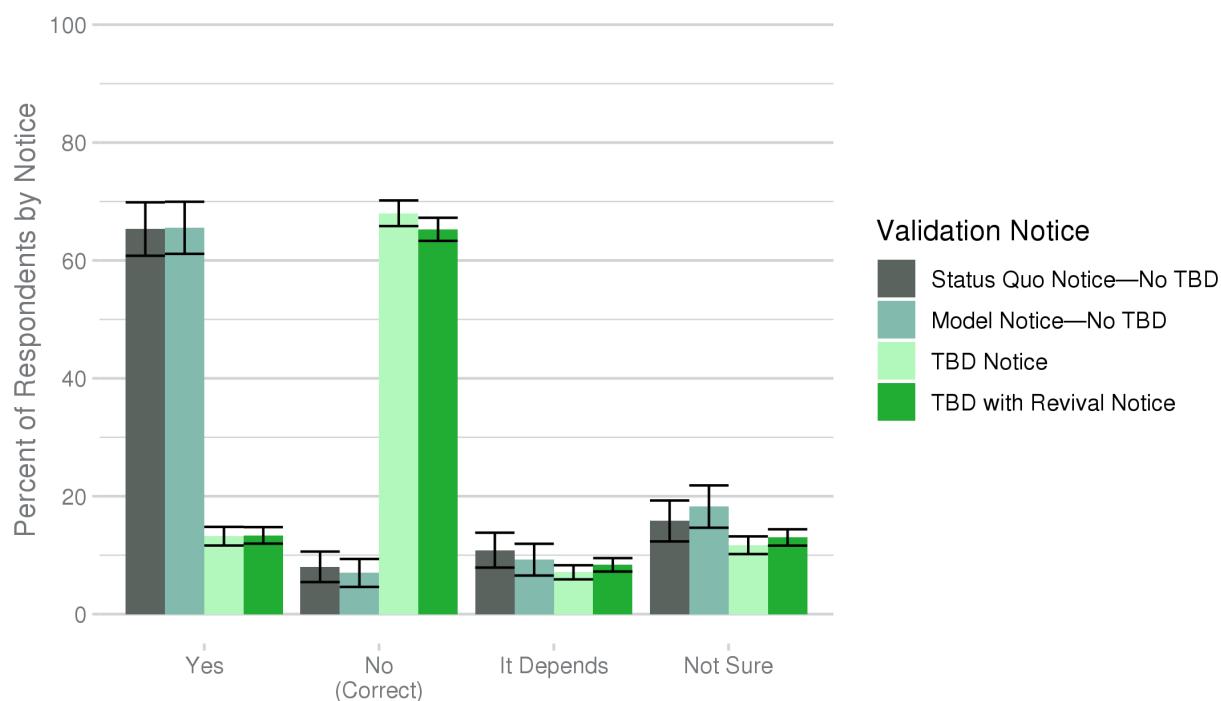
¹³ Put differently, the Bureau’s analysis combined responses for respondents who viewed one of the TBD Notices together and combined responses from respondents who viewed one of the TBD with Revival Notices together to focus on the average effect of each type of disclosure rather than the variations in disclosure language.

¹⁴ There are no systematic changes in the differences between notice types when including the three-year-old debt scenarios in the analysis.

¹⁵ Respondents were also asked about the likelihood that the collector would sue in each of the five scenarios. The likelihood predictions are consistent with whether respondents thought the collector was legally allowed to sue: if a respondent reported that the debt collector was allowed to sue, the respondent also tended to report that the debt collector was likely to sue; conversely, when a respondent reported that the debt collector was not allowed to sue, the respondent also tended to report that the debt collector was not likely to sue. The findings related to likelihood are provided in Appendix D: Frequency Tables.

These results suggest that many consumers who view notices without time-barred debt disclosures might take away the impression that debt collectors are legally allowed to sue them if they ignore the notice.

FIGURE 5: DISTRIBUTION OF RESPONSES TO “PERSON A IGNORES THE NOTICE AND TAKES NO ACTION.”



Person A makes a payment of \$100 toward the debt referenced in the notice.

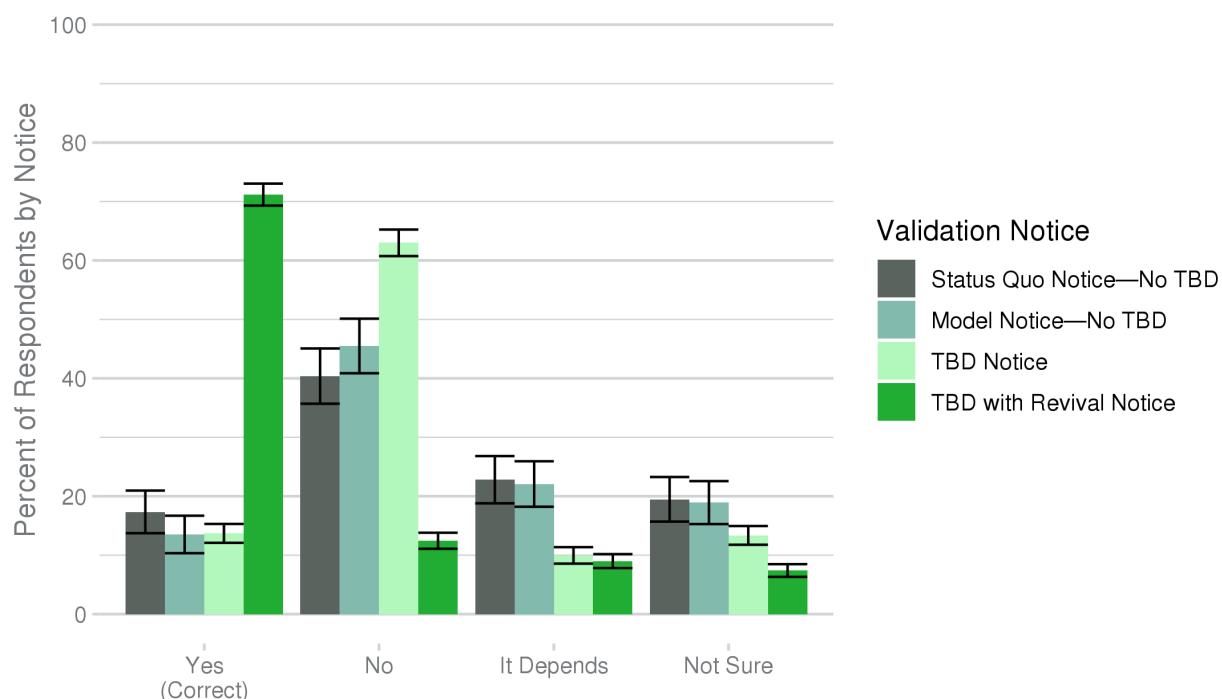
Figure 6 summarizes responses to the question about whether the debt collector is legally allowed to sue if the consumer makes a partial payment. Here also there were large differences in correct and incorrect answers by disclosure.

In contrast to the results for the scenario in which the consumer ignored the notice, however, the TBD Notice performed relatively poorly, yielding the greatest share of incorrect responses (more than 60 percent) that “No,” Person A could not be sued for making a payment.

Respondents in the control groups (Status Quo Notice and Model Notice) showed a similar pattern, with about 40 and 45 percent, respectively, indicating incorrectly that “No,” Person A could not be sued for making a payment, though this difference is not statistically significant. In contrast, of the respondents who viewed one of the TBD with Revival Notices, about 12 percent incorrectly said “No,” while about 70 percent answered correctly that “Yes,” Person A could be sued for making a payment.

These results suggest that a time-barred debt disclosure, when not accompanied by a revival disclosure, may lead consumers to conclude that they cannot be sued for a time-barred debt even if they take actions that would, in some jurisdictions, revive the debt collector's right to sue.

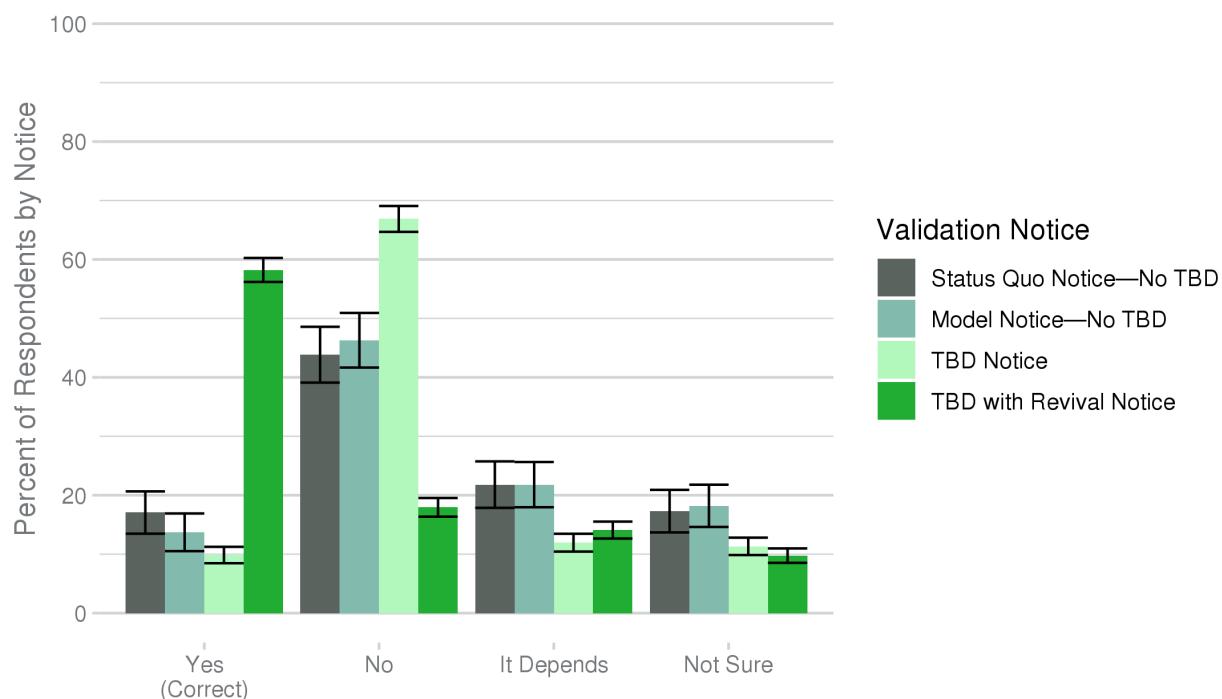
FIGURE 6: DISTRIBUTION OF RESPONSES TO “PERSON A MAKES A PAYMENT OF \$100 TOWARD THE DEBT REFERENCED IN THE NOTICE.”



Person A sends a letter to the debt collector saying, “I know I owe the debt, but I have some questions about it before I pay.”

Figure 7 summarizes responses to the question about whether a collector is legally allowed to sue if the consumer acknowledges the debt in writing. These findings were similar to when Person A makes a payment, such that viewing one of the TBD with Revival Notices produced the fewest incorrect and the most correct answers (“No”) relative to all other groups; the TBD Notice performed worse than either the Status Quo or Model Notices. The high performance of the TBD with Revival Notices could be because these notices state that the consumer can be sued for acknowledging the debt in writing.

FIGURE 7: DISTRIBUTION OF RESPONSES TO “PERSON A SENDS A LETTER TO THE DEBT COLLECTOR SAYING, ‘I KNOW I OWE THE DEBT, BUT I HAVE SOME QUESTIONS ABOUT IT BEFORE I PAY.’”



Person A calls the debt collector and says, “I know I owe the debt, but I have some questions about it before I pay.”

In contrast to the pattern in Figure 7 regarding acknowledging the debt in writing, when asked whether the debt collector can sue if Person A calls to acknowledge the debt (Figure 8), respondents who viewed one of the TBD with Revival Notices were least likely to answer correctly that “No,” the debt collector was not legally allowed to sue, while respondents who viewed one of the TBD Notices were most likely to answer correctly.

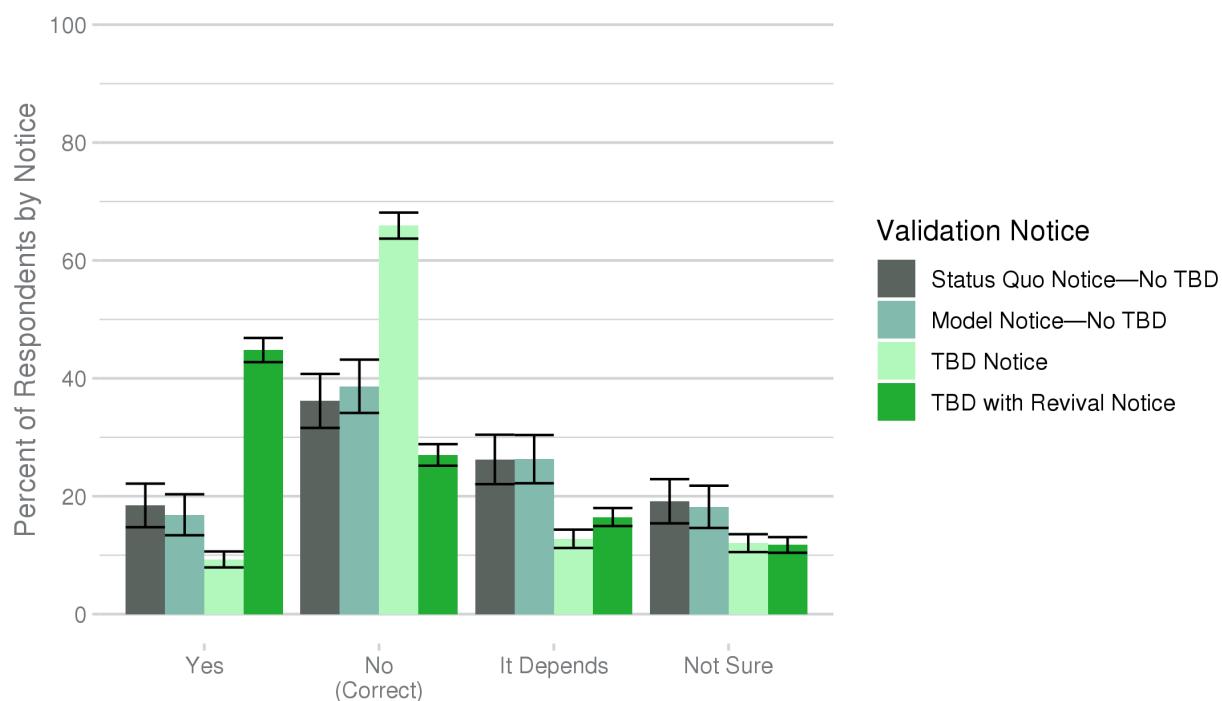
Specifically, about 45 percent of respondents who viewed one of the TBD with Revival Notices answered incorrectly “Yes,” the debt collector was legally allowed to sue, compared to about 15 to 20 percent of respondents who viewed the Model Notice or the Status Quo Notice, and 10 percent of respondents who viewed one of the TBD Notices.

About 35 percent of respondents who viewed the Status Quo Notice, just under 40 percent of respondents who viewed the Model Notice, and about 25 percent of respondents who viewed one of the TBD with Revival Notices correctly answered “No,” that the debt collector was not legally allowed to sue. Respondents who viewed one of the TBD Notices, however, performed best: 65 percent of them answered correctly.

The relatively high performance on this question for respondents who viewed one of the TBD Notices is consistent with the content of the time-barred debt disclosures, all of which contained the text, “Because of the age of this debt we will not sue you for it,” implying that consumers could not be sued regardless of the actions they took.

The lower performance of the TBD with Revival Notices suggests that respondents misunderstood those notices’ statements about how debts can be revived. All TBD with Revival Notices tested by the Bureau explicitly said that the debt collector could sue “if you acknowledge the debt in writing.” Respondents may have overgeneralized that statement to include calls. It could also be because respondents may not have understood what it means for an acknowledgement to be “in writing.”

FIGURE 8: DISTRIBUTION OF RESPONSES TO “PERSON A CALLS THE DEBT COLLECTOR AND SAYS, ‘I KNOW I OWE THE DEBT, BUT I HAVE SOME QUESTIONS ABOUT IT BEFORE I PAY.’”



Person A thinks that there is a mistake in the notice. He or she mails in the tear-off portion on the bottom of the notice, checking the box that says, “I want to dispute this debt.”

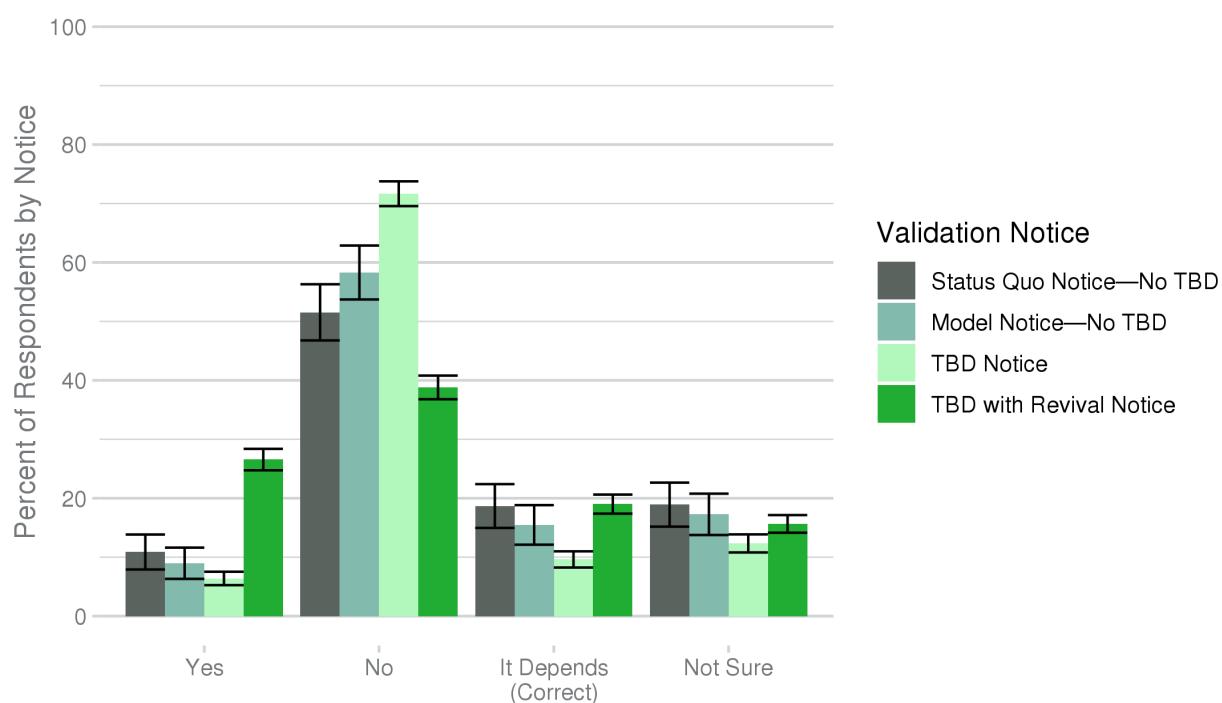
The final comprehension question, which asked whether the debt collector can sue if Person A mails in the tear-off to dispute the debt, was more difficult because the correct answer is “it depends.” If Person A used the tear-off to indicate the debt was not theirs, then that would not

revive the debt in most jurisdictions. If, however, Person A used the tear-off both to dispute the amount and acknowledge the debt, then it is possible that the debt could be revived.

The results are displayed in Figure 9 below. Very few respondents answered correctly, and the most incorrect responses were from respondents who viewed one of the TBD Notices.

No clear conclusions emerged from this question regarding the relative effectiveness of various versions of the disclosures: overall performance of all notices was poor, and the controls (the Model Notice and the Status Quo Notice) did not differ from TBD with Revival Notices in terms of correct answers.

FIGURE 9: DISTRIBUTION OF RESPONSES TO “PERSON A THINKS THAT THERE IS A MISTAKE IN THE NOTICE. HE OR SHE MAILED IN THE TEAR-OFF PORTION ON THE BOTTOM OF THE NOTICE, CHECKING THE BOX THAT SAYS, ‘I WANT TO DISPUTE THIS DEBT.’”



3.4.2 Which Time-Barred Debt Disclosure Was Most Effective?

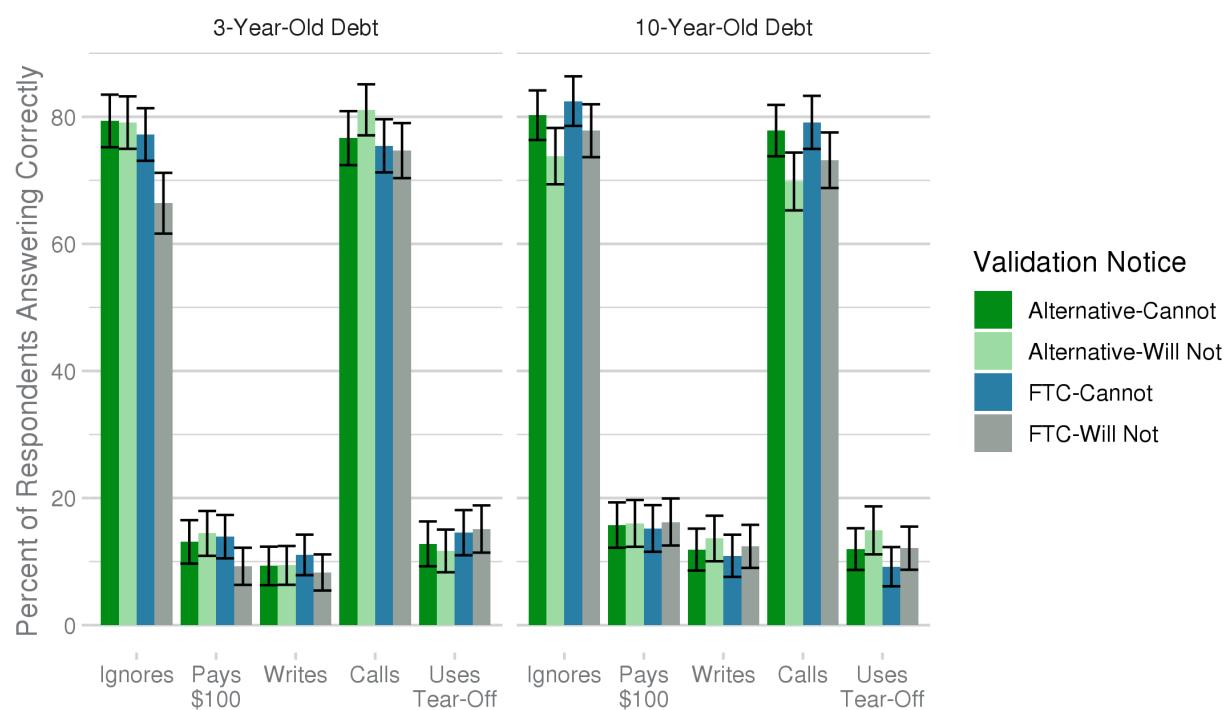
The Bureau tested four versions of the TBD Notice (notices 3–6 in Table 1). Respondents viewed this language in connection with a debt that was either three years old or 10 years old. As noted above, the Bureau tested TBD Notices with debts of different ages because the statute of limitations generally varies by state, and Bureau researchers wanted to assess whether the

effectiveness of the disclosure differed depending on the age of the debt.¹⁶ In total, therefore, the Bureau tested eight TBD Notices.

The performance of the TBD Notices was relatively consistent across the different versions, with similar percentages of respondents answering the comprehension questions correctly.

Figure 10 below displays the proportion of respondents who answered each comprehension question correctly, broken out by the four versions of time-barred debt disclosures for the three-year-old and 10-year-old debts. The graphs show that comprehension was generally similar for the four versions of the time-barred debt disclosure.¹⁷ As is also evident in Figure 10, the age of the debt did not have a consistent effect on any responses.

FIGURE 10: DISTRIBUTION OF CORRECT RESPONSES TO EACH COMPREHENSION QUESTION BY VERSION OF TIME-BARRED DEBT NOTICE



¹⁶ The statute of limitations can be as short as three years in some states for some kinds of debt, but it is not clear that a participant in the Bureau's testing would consider a three-year-old debt to be time-barred. Participants may be more likely to anchor on seven years (the length of time that debts typically remain on a credit report) before considering a debt "old." In other words, a three-year-old debt that is time-barred is less intuitive than a 10-year-old debt that is time-barred, and the testing of these two ages allowed the team to account for this possibility.

¹⁷ In response to the question asking whether the debt collector is legally allowed to sue when a consumer ignores the notice, and collapsing across years, the differences between FTC-will not and both Alternative-cannot and FTC-cannot; the difference between Alternative-cannot and Alternative-will not; and the difference between FTC-cannot and Alternative-will not were statistically significant.

3.4.3 Which Revival Disclosure Was Most Effective?

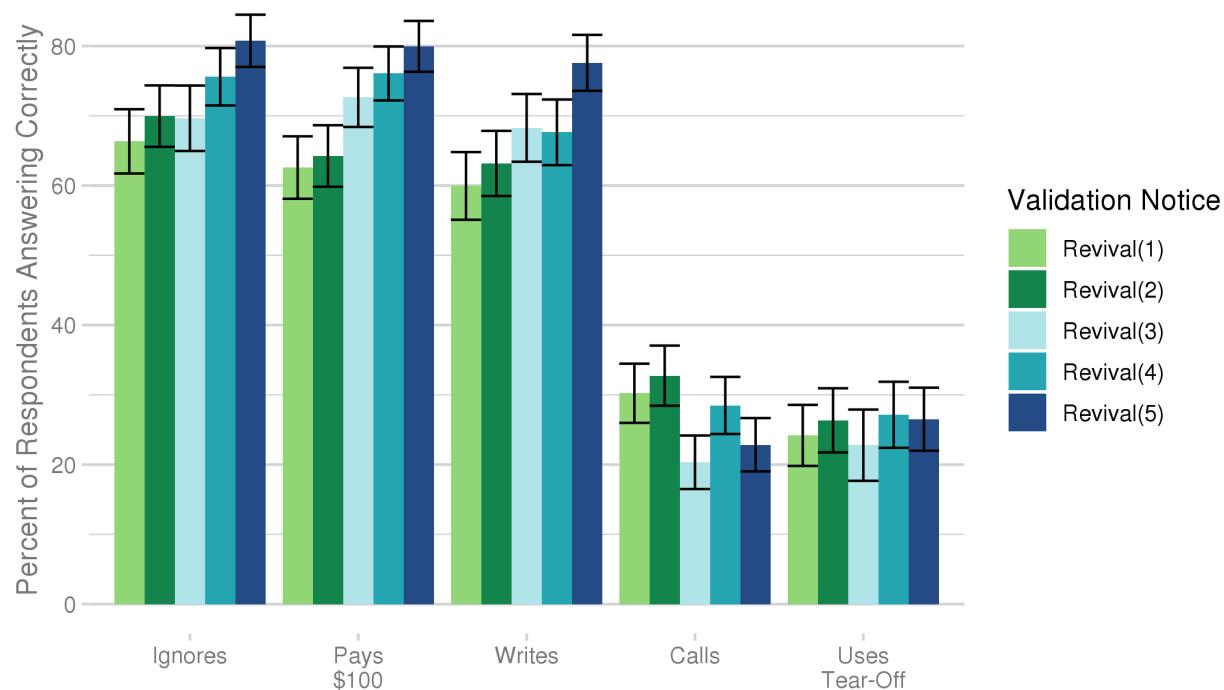
Bureau researchers tested five versions of revival language disclosures, summarized in Section 2.2.2 and Table 1 above. Each version of the revival notice was paired with a single time-barred debt disclosure. Bureau researchers analyzed the effectiveness of the different notices by comparing responses to the five comprehension questions about which actions would result in the debt collector being legally allowed to sue Person A (see 2.3.3).

The performance of each of the different revival disclosures was similar; however, Revival(5) generally outperformed the other disclosures in response to three of the five comprehension questions. Figure 11 summarizes the distribution of respondents who answered correctly, broken out by each of the five versions of the revival disclosure.

Specifically, relative to the other TBD with Revival Notices, more respondents who viewed Revival(5) correctly answered that a consumer could not be sued for ignoring the notice and could be sued for writing a letter. For making a payment on the debt, more respondents who viewed Revival(5) answered correctly relative to all other versions, although with respect to Revival(4), this difference is not significant.

Note that Revival(5) differed from the other TBD with Revival Notices in that it used a different description of the implications of time-barred debt, specifying that if a consumer does nothing, the consumer will not be sued.

FIGURE 11: DISTRIBUTION OF RESPONSES TO FIVE COMPREHENSION QUESTIONS, BY REVIVAL VERSION



3.5 Subgroup Analysis

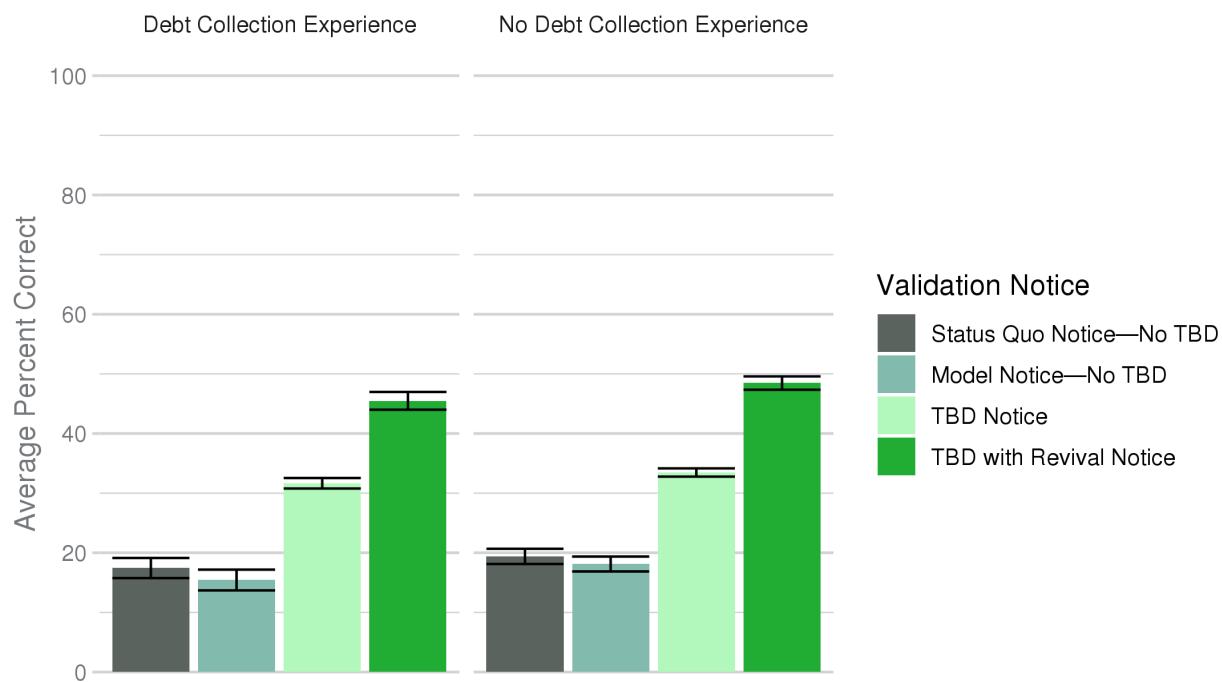
To assess whether the notices performed differently between different subgroups, Bureau researchers created a new variable that identified the percent of correct answers a respondent provided for the five comprehension questions regarding whether the debt collector was legally allowed to sue Person A. For example, if a respondent answered 1 out of the 5 “legally allowed” questions correctly, the value for this variable would be 20 percent; a respondent who answered 4 out of the 5 questions correctly would have a value of 80 percent for this variable. This aggregate variable provides a simple way to compare comprehension between subgroups of respondents.

3.5.1 Are the Disclosures Effective for Those with and Without Debt Collection Experience?

Figure 12 below shows that patterns of comprehension among those with and without debt collection experience remained roughly consistent across the four notice categories. Those with no debt collection experience performed slightly better on the five comprehension questions

about whether the debt collector is legally allowed to sue Person A but the differences are small (an overall average of about 35 percent correct for those without debt collection experience and 33 percent correct for those with debt collection experience). As demonstrated below, for both groups, respondents who viewed one of the TBD Notices or one of the TBD with Revival Notices performed better than respondents who viewed one of the control notices (the Model Notice or the Status Quo Notice).

FIGURE 12: DISTRIBUTION OF AVERAGE COMPREHENSION SCORE, BY NOTICE TYPE, BY DEBT COLLECTION EXPERIENCE



Note: The comprehension score was created by calculating the percent correct out of five questions for each respondent. These five questions asked whether certain actions would legally allow the collector to sue Person A (see Section 2.3.3).

3.5.2 Are the Disclosures Effective Across Education and Income Levels?

Across various incomes and educational backgrounds, comprehension is generally greater for respondents who viewed one of the TBD Notices or one of the TBD with Revival Notices; gains in comprehension for respondents who viewed these notices are more pronounced for those with higher levels of education and income, as shown in Figures 13 and 14 below.

For example, the share of correct responses among those with less than a high school education was about 22 percent for the Status Quo Notice and Model Notice and 34 percent for the TBD with Revival Notices, a difference of 12 percentage points. By comparison, the differences between notice types among those with a bachelor's degree or higher was about 30 percentage points (about 50 percent correct for the TBD with Revival Notices versus 20 percent for the Status Quo and Model Notices).

FIGURE 13: DISTRIBUTION OF AVERAGE COMPREHENSION SCORE, BY NOTICE TYPE, BY EDUCATION LEVEL

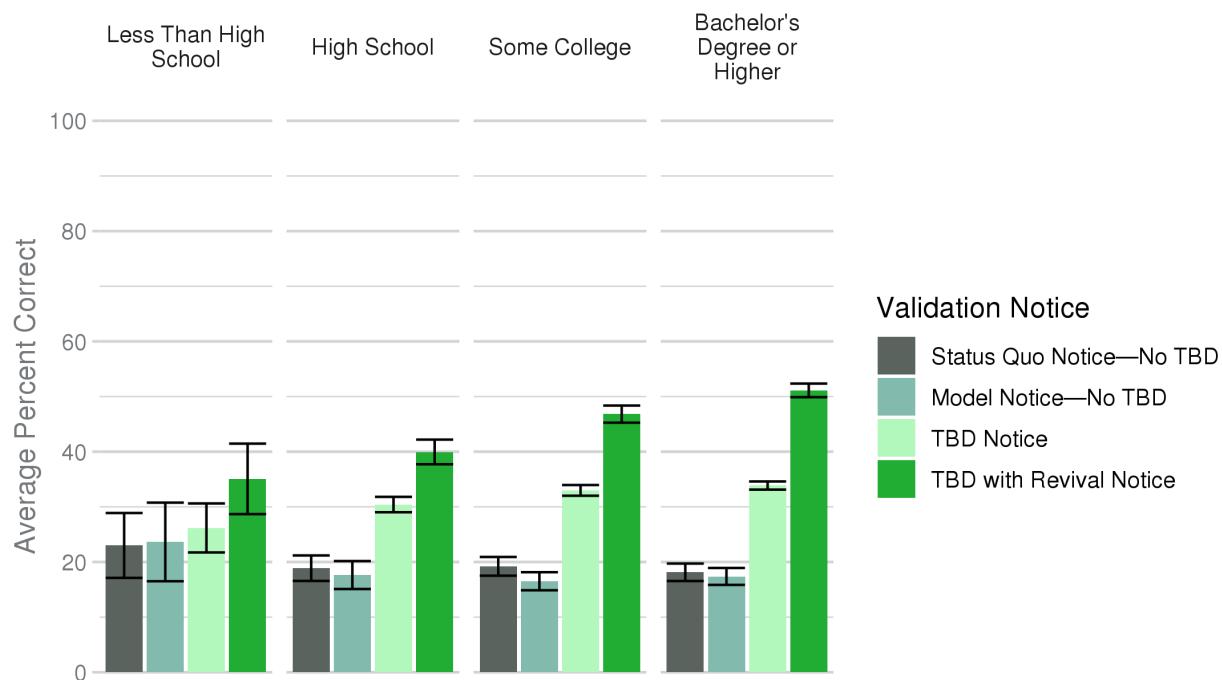
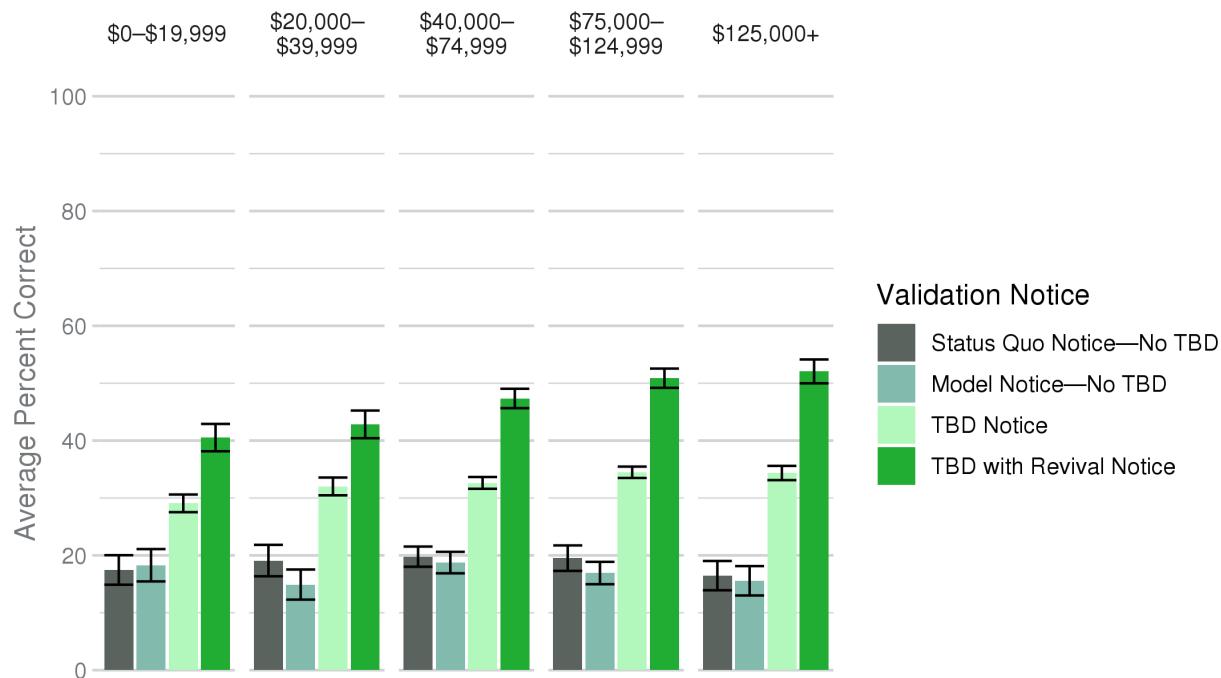


FIGURE 14: DISTRIBUTION OF AVERAGE COMPREHENSION SCORE BY NOTICE TYPE BY INCOME



3.6 Hypothetical Behaviors

3.6.1 Likelihood of Making a Payment or Ignoring the Notice

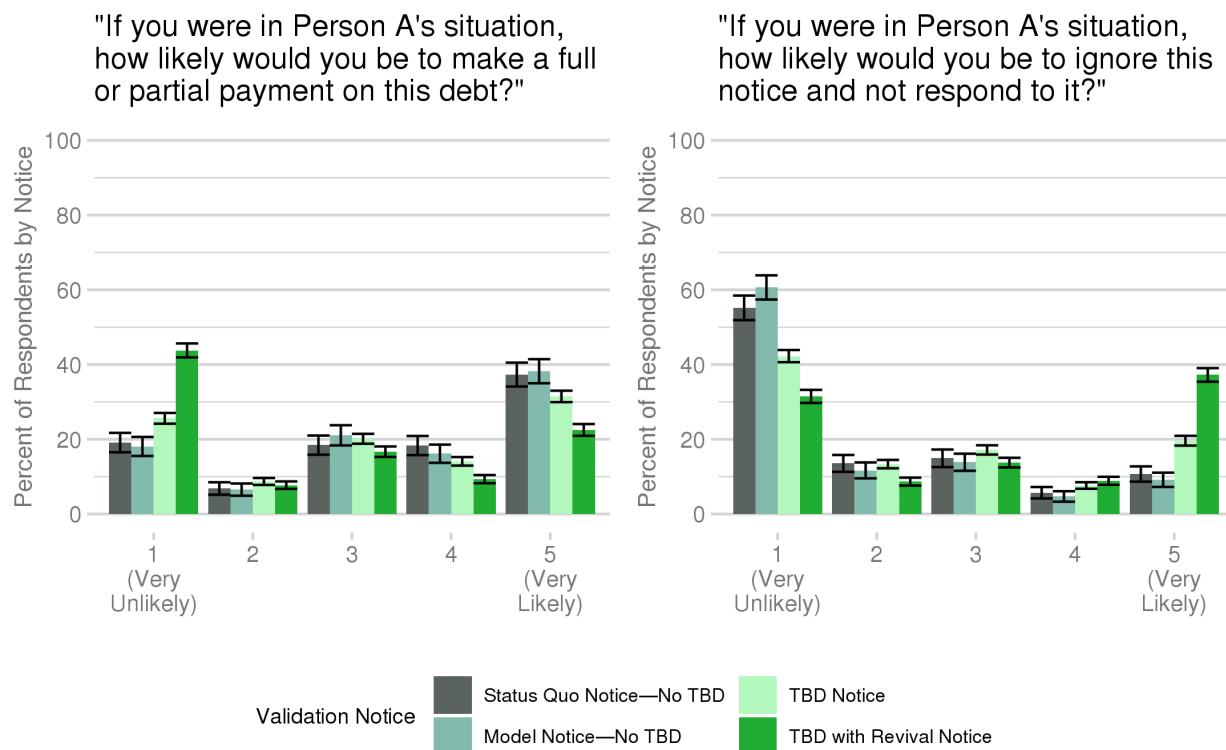
As described in section 2.3.2, the survey asked respondents two questions to assess how they would apply the information from the notices to hypothetical future behavior. Using a scale ranging from 1 (“Very unlikely”) to 5 (“Very likely”), respondents indicated how likely they would be to “ignore this notice and not respond to it” and how likely they would be to “make a full or partial payment on this debt.”

Figure 15 below summarizes the distribution of responses about making a payment or ignoring the notice. Generally, respondents who viewed a TBD with Revival Notice were more likely to say they would ignore the notice and less likely to say they would pay the debt.¹⁸

¹⁸ The graphs in this section combine the three- and 10-year-old debt scenarios together; repeating the analysis with the 10-year scenarios only does not change the results.

The left panel summarizes responses to the question about making a full or partial payment. Respondents who viewed a TBD with Revival Notice were more likely than those viewing any other notice to select 1, “Very unlikely” to pay, and, conversely, least likely to indicate 5, “Very likely” to pay. The right panel summarizes the responses to the question about ignoring the notice. Respondents who viewed a TBD with Revival Notice were least likely to select 1, “Very unlikely” to ignore, and most likely to select 5, “Very likely” to ignore.

FIGURE 15: DISTRIBUTION OF RESPONSES TO LIKELIHOOD OF PAYING OR IGNORING, BY NOTICE TYPE



As the figures show, respondents’ answers were different across notices. On average, respondents who viewed one of the TBD with Revival Notices said that they were less likely to pay, but about 20 percent of respondents who viewed a TBD with Revival Notice indicated that they would be “Very likely” to pay. Consumers, of course, may choose to pay time-barred debts for any number of reasons, including because they think it is the right thing to do or because they think it might improve their credit reports. The survey responses may have been influenced by these additional factors.

Bureau researchers examined the likelihood that a consumer might be inclined to pay a debt because they feel it is the right thing to do by using responses to a question that asked respondents to provide their level of agreement (from 1 to 5, with 1 connoting strong disagreement and 5 connoting strong agreement) with the statement that “People should pay their debts even if money is tight.” Agreement with this statement and four others about debt and debt collection are analyzed in more detail in section 3.8 below.

Figure 16 below shows that respondents who agreed with the statement that “People should pay their debts even if money is tight” were also more likely to respond that they would not ignore the debt and that they would pay the debt. In particular, for each type of disclosure (that is, looking across the bars for a given disclosure version), the more respondents agreed that one should pay debts even if money is tight, the less likely they were to say they would ignore the notice and the more likely they were to say they would make a payment.

FIGURE 16: BOTH NOTICE TYPE AND AGREEMENT WITH PROPOSITION THAT “PEOPLE SHOULD PAY THEIR DEBTS EVEN IF MONEY IS TIGHT” PREDICT REPORTED LIKELIHOOD OF PAYING THE DEBT OR IGNORING THE NOTICE



3.6.2 Method of Disputing

The survey asked respondents, “If you were Person A and you wanted to dispute the debt, how would you do so? *Please check all that apply.*” Respondents could select as many methods as they wished from the following list:

- I would call the debt collector using the number on the notice
- I would write to the debt collector
- I would fill out the tear-off at the bottom of the notice
- I would do something else
- I don’t know

About 69 percent of respondents selected only one method, about 15 percent selected two methods, about 13 percent selected three methods, and about 1 percent selected four methods.

Bureau researchers compared respondents' answers according to whether respondents viewed the Model Notice, the Status Quo Notice, a TBD Notice, or a TBD with Revival Notice; the goal was to determine whether respondents selected different methods of disputing based on the notice they viewed. Note that this question about disputing may have been more abstract than the other hypothetical questions, as respondents had to imagine receiving the notice and having something to dispute about the debt, and then combine that information with their own preferences for how they think they would act in the situation. This question may have been particularly difficult to answer for respondents who viewed TBD with Revival Notices, as these respondents may have found it hard to imagine disputing a debt when the survey had just called their attention to a disclosure saying they cannot be sued for it. Indeed, respondents who viewed a TBD with Revival Notice were slightly more likely to select "I would do something else" and "I don't know" relative to respondents who viewed other notices.

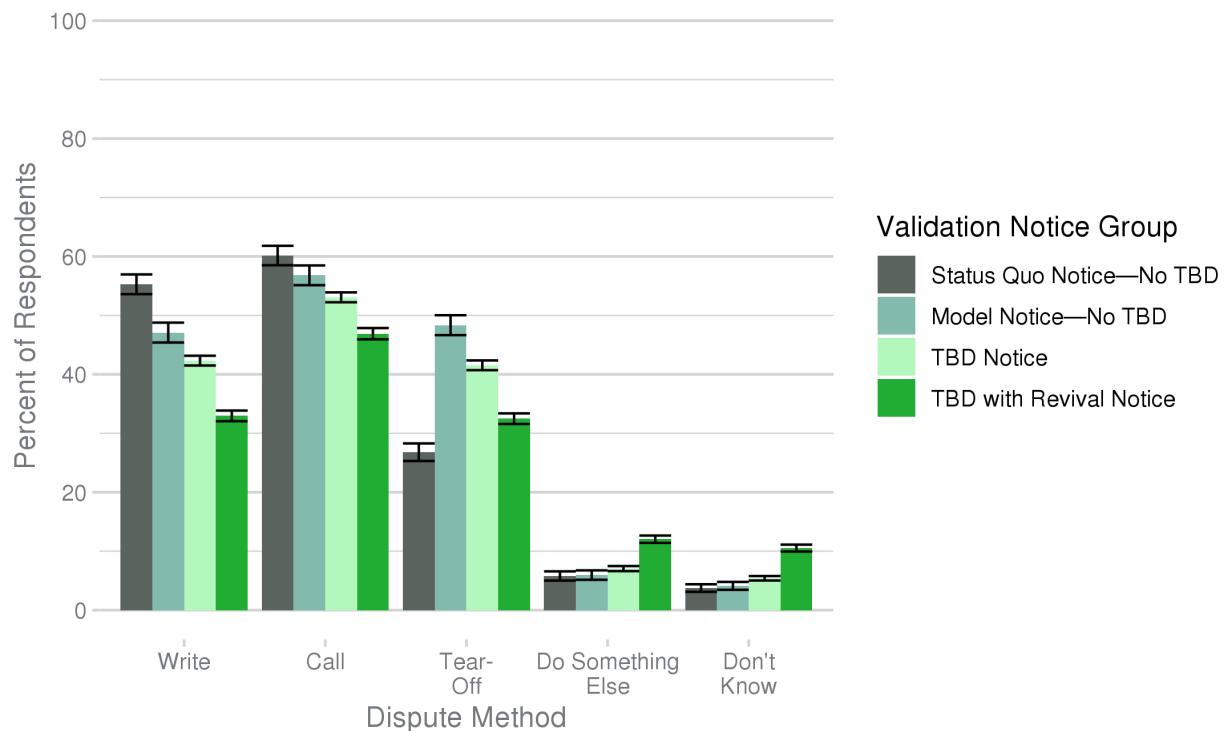
Figure 17 below shows all the dispute methods respondents selected, broken out by the four categories of notices.¹⁹ Overall, patterns are relatively similar across the four groups. The most common (i.e., modal) dispute method for all types of notice was calling followed by writing or using the tear-off. Respondents who viewed the Status Quo Notice were more likely than respondents who viewed the other notices to report that they would write or call, though the difference between the Status Quo Notice and the Model Notice for calling to dispute is not significant. The noticeably lower hypothetical use of the tear-off for those who viewed the Status Quo Notice may reflect that the tear-off portion is not as apparent on that notice as it is on the other notices.

Respondents who viewed a Model Notice or a Status Quo Notice were generally more likely than respondents who viewed TBD Notices or TBD with Revival Notices to report they would call, write, or use the tear off, though the difference between those who saw the Model Notice and the TBD Notice is not significant. Respondents who viewed a TBD with Revival Notice were less likely than respondents who viewed other notices to select calling, writing, and using the tear-off, in part reflecting that, as noted above, they were more likely to pick "I would do something else" or "I don't know."

¹⁹ The graph combines the three- and 10-year debt scenarios together; repeating the analysis with the 10-year scenarios only does not change the results.

Of respondents who viewed a TBD with Revival Notice, about 20 percent picked only either “I don’t know” or “I would do something else.” Looking more closely at this group of respondents, 61 percent of them also thought the debt collector could sue Person A if Person A called to acknowledge the debt or disputed using the tear-off.²⁰ This may suggest that, having been alerted to the possibility of revival, some respondents who viewed a TBD with Revival Notice may have been concerned that any form of engagement might allow the debt collector to sue.

FIGURE 17: DISTRIBUTION OF DISPUTE METHODS SELECTED, BY NOTICE TYPE



Note: Participants could select multiple options. The height of the bar represents the proportion of respondents for each notice type that selected that option. For example, above “Write,” the height of the grey bar shows that about 55 percent of respondents who viewed the Status Quo Notice selected “Write” as one of their options.

3.7 Electronic Delivery

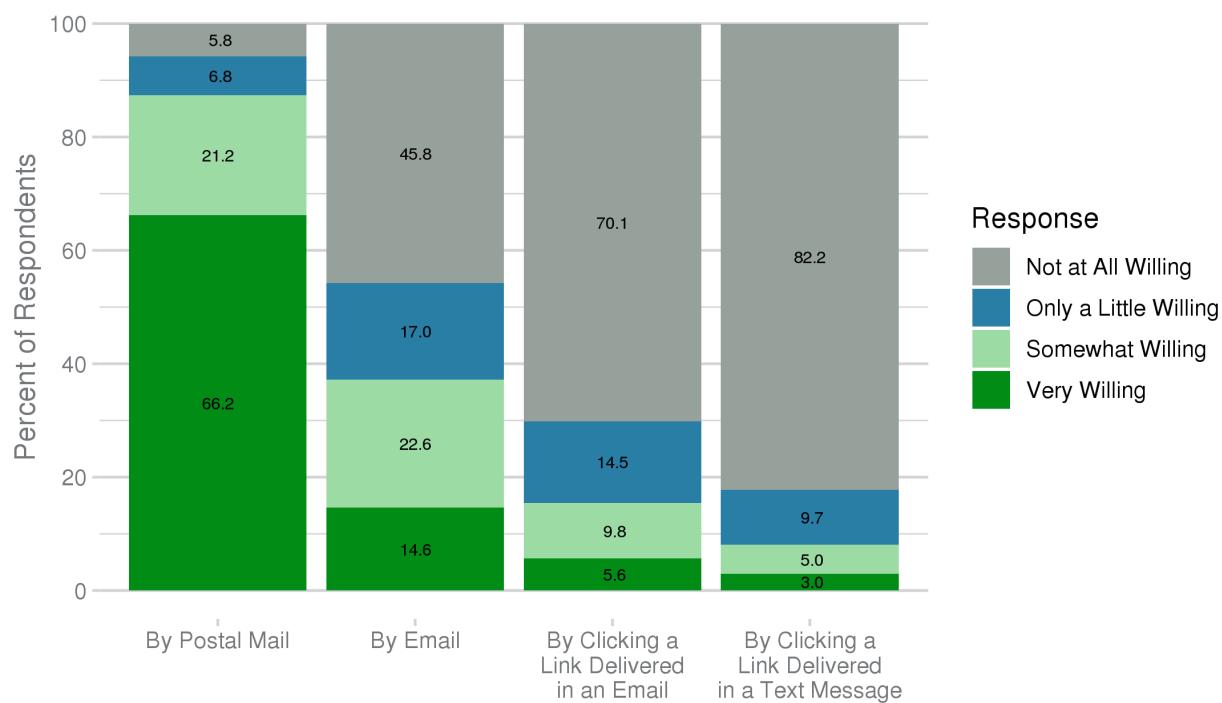
Respondents were told, “Next, imagine you had to receive a notice from a debt collector telling you that you owe a debt, and that you have the option of receiving it by postal mail, email, or text

²⁰ See Section 3.4.

message. Please rate how willing you would be to receive the notice through each of these methods.” Respondents used a scale ranging from 1 (“Not at all willing”) to 4 (“Very willing”).

Figure 18 below shows the proportion of respondents indicating each level of willingness for each method of delivery. Respondents were most willing to receive the notice via postal mail, with 66 percent of respondents selecting “Very willing.” Respondents were least willing to receive notices by clicking a link sent either by email or text, with 70 percent of respondents indicating “Not at all willing” for links via email and 82 percent indicating “Not at all willing” for links via text message. More than half (about 54 percent) of respondents were at least a little willing (i.e., selected either 2, 3, or 4) to receive the notice “by email.”

FIGURE 18: DISTRIBUTION OF WILLINGNESS TO RECEIVE THE NOTICE VIA DIFFERENT ELECTRONIC DELIVERY METHODS



Note: The stacked bars represent the proportion of respondents selecting each method. For example, for postal mail, the dark green bar shows that approximately 66 percent of respondents said they were “very willing.” The light green bar shows another 21 percent selected “somewhat willing.” The blue bar shows that about 7 percent selected “only a little willing,” and the grey bar shows about 6 percent selected “not at all willing.”

3.8 Attitudes About Debt

As mentioned earlier, the survey asked respondents to indicate their level of agreement with four statements about debt repayment and debt collectors using a response scale ranging from 1 (“Definitely disagree”) to 5 (“Definitely agree”). For each of these questions, Bureau researchers also looked at whether respondents’ answers differed based on their previous experience with debt collection. This is because consumers’ attitudes may be informed by their experiences; if a consumer has been sued before, then they can be expected to refer to this experience when reporting their attitudes.

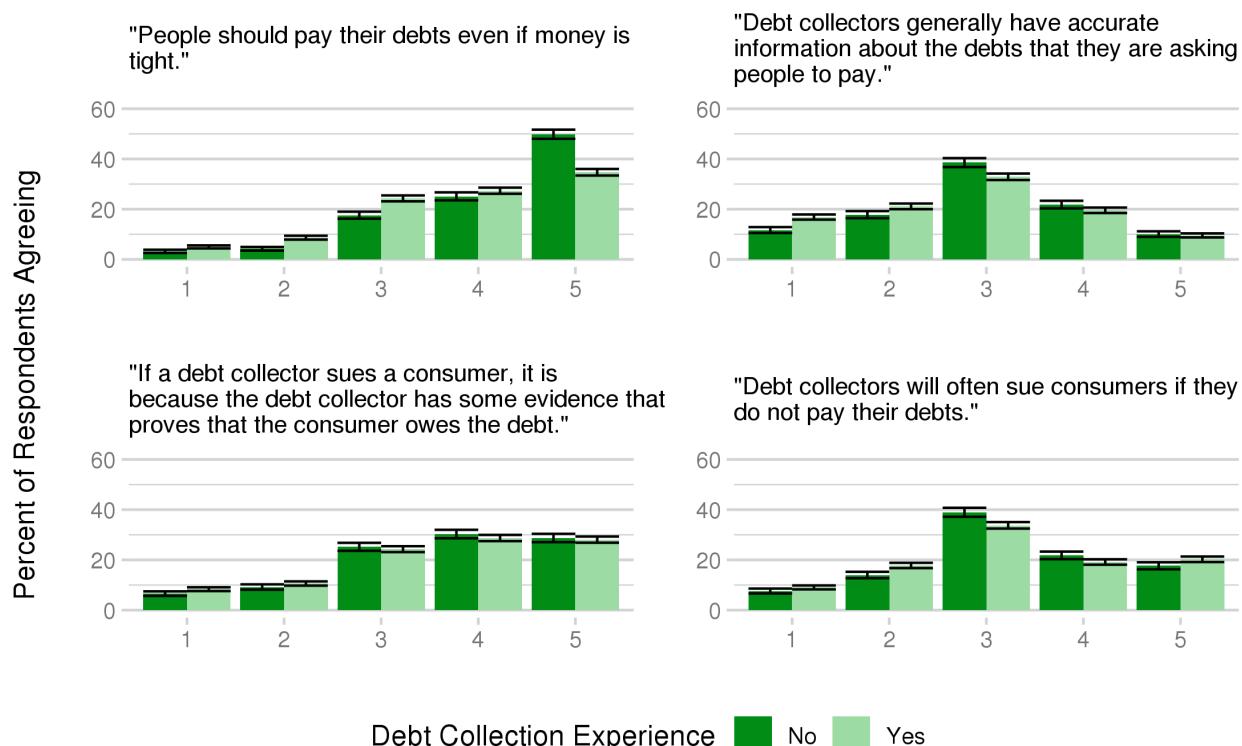
The first statement was, “People should pay their debts even if money is tight.” The graph in the top left of Figure 19 below shows that most respondents agree or definitely agree with this statement, but those with debt collection experience were much less likely to indicate “definitely agree” relative to those without debt collection experience. See also the analysis in 3.6.1 regarding the correlation between responses to this item and the likelihood of making a payment or ignoring the notice.

The second statement was, “Debt collectors generally have accurate information about the debts that they are asking people to pay.” The graph in the top right of Figure 19 shows that for those with and without debt collection experience, the most common (i.e., modal) response was the midpoint (suggesting that these respondents neither agreed nor disagreed with the statement that debt collectors generally have accurate information), though respondents without debt collection experience were more likely to select this as their answer relative to those with debt collection experience.

The third statement was, “If a debt collector sues a consumer, it is because the debt collector has some evidence that proves that the consumer owes the debt.” The graph in the bottom left of Figure 19 below suggests that most respondents—about 60 percent—selected 4 or 5, suggesting strong to very strong agreement with the statement that when debt collectors sue, it is because they have evidence to show that someone owes the debt, and this did not vary systematically based on having debt collection experience.

The fourth statement was, “Debt collectors will often sue consumers if they do not pay their debts.” The graph in the bottom right of Figure 19 below shows that between 30 and 40 percent of respondents neither agreed nor disagreed with this statement, though respondents without debt collection experience were more likely to select this as their answer relative to those with debt collection experience. About 40 percent agreed or strongly agreed with this statement, and this did not vary with debt collection experience.

FIGURE 19: DISTRIBUTION OF AGREEMENT WITH STATEMENTS ABOUT DEBT REPAYMENT AND DEBT COLLECTORS, BY DEBT COLLECTION EXPERIENCE



Note: The x-axis shows the agreement scale, which ranged from 1 (“Definitely disagree”) to 5 (“Definitely agree”).

3.9 Credit Reporting Considerations

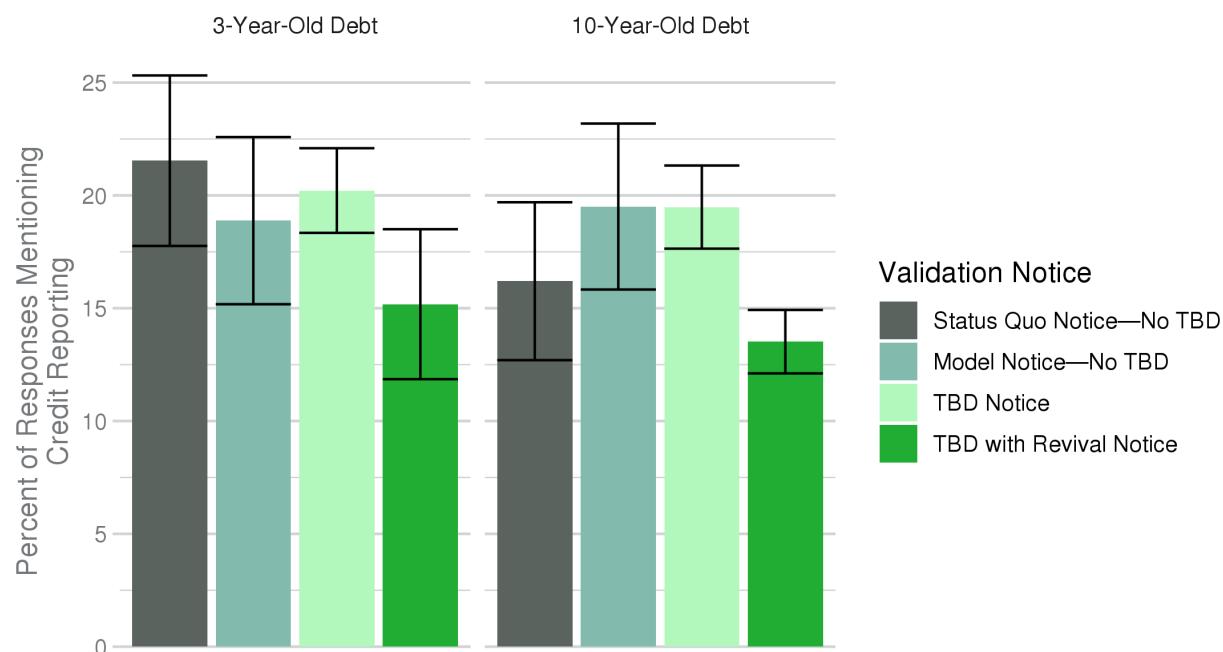
After asking how likely they would be to make a payment or ignore the notice, the survey asked respondents, “When you answered the two questions above, what were you thinking about? Please list everything you were thinking about in the space below.” This open-ended survey question was employed to help Bureau researchers understand what factors respondents were considering when making the hypothetical decision to ignore or make a payment on the debt, and whether these factors differed based on the notice respondents viewed before answering this question. In particular, Bureau researchers analyzed the text of these open-ended responses for mentions of credit-reporting related terms.²¹ This was to determine whether

²¹ Exact terms used included credit, rating, report, score, and rate, as well as common misspellings of these terms.

different versions of the notice affected the proportion of respondents who said they considered credit reporting when deciding whether to ignore or make a payment on the debt.

Figure 20 below displays the proportion of respondents, by the type of notice they received, who mentioned something about credit reporting in their responses. Bureau researchers were primarily interested in any differences between respondents who viewed the Status Quo Notice and respondents who viewed a TBD Notice or a TBD with Revival Notice because of the possibility that the extra information provided by a time-barred debt or revival disclosure might reduce the salience of credit reporting issues that would otherwise come to mind. For the 10-year-old debt, neither the respondents viewing a TBD Notice nor the respondents viewing a TBD with Revival Notice differed significantly from those viewing the Status Quo Notice. For the three-year-old debt, the difference between those who viewed a TBD with Revival Notice and the Status Quo Notice is small but significant, with those who viewed a TBD with Revival Notice mentioning credit reporting less often.²²

FIGURE 20: PROPORTION OF RESPONDENTS MENTIONING CREDIT WHILE THINKING ABOUT HYPOTHETICAL BEHAVIORS, BY NOTICE TYPE



²² As in previous analyses, respondents who viewed one of the TBD Notices were combined, and respondents who viewed one of the TBD with Revival Notices were combined.

4. Conclusion

This report uses the results of a large-scale survey experiment of more than 8,000 respondents to examine how differences in the general content and specific language of debt-collection disclosures affects consumer understanding of time-barred debt and revival, as well as other outcomes relevant to understanding consumer decision making around debt repayment.

The Bureau tested four types of notices:

- 1) The Model Notice, which was designed by the Bureau but had no time-barred debt or revival disclosures.
- 2) A Status Quo Notice, which resembles the notice some debt collectors use today and had no time-barred debt or revival disclosures.
- 3) TBD Notices, which used the Model Notice as a base but included an extra disclosure, stating that the debt is time barred, in a grey box on the left side of the Model Notice.
- 4) TBD with Revival Notices, which used the Model Notice as a base but included an extra disclosure, describing the circumstances in which revival could occur, in a grey box on the left side of the Model Notice.

In general, the testing shows that a validation notice without a time-barred debt or revival disclosure, relative to a notice with one of these disclosures, resulted in respondents believing that debt collectors are legally allowed to sue to collect a debt. The TBD with Revival Notices seemed to promote respondent understanding: (1) that the debt is time-barred and (2) of the implications of taking certain actions when a debt is time-barred. Specifically, a majority of respondents who viewed a TBD with Revival Notice correctly reported that a debt collector was legally allowed to sue if the consumer made a payment on the time-barred debt or acknowledged the time-barred debt in writing, and also that a debt collector was not legally allowed to sue if the consumer ignored the notice. A TBD Notice alone—that is, a notice that states only that the debt is time barred and does not provide information about the actions that trigger revival—seemed to promote the idea that the debt collector was not legally allowed to sue the consumer in any circumstances.

In addition to testing these broad notice types, the Bureau tested variations of time-barred debt and revival disclosure language. This provided data that may inform policy discussions around which language might be most effective. For example, as discussed in Section 3.4.3, the results suggest that Revival(5) was the most effective of the TBD with Revival Notices.

As with all research, there are several limitations to the testing. As mentioned earlier, the testing was an incentivized survey using hypothetical debt scenarios. This may mean the effects observed in this experiment are larger than what might be seen in practice. Additionally, while the sample was diverse, it is not nationally representative, so the estimates reported here should not be used to describe the prevalence of any effect for the population of the United States as a whole.

APPENDIX A: SURVEY INSTRUMENT

INTRO SCREEN

Thank you for participating in this survey! The Consumer Financial Protection Bureau (CFPB) is a government agency that works to make financial products and services fair for consumers. This survey will ask you questions about debt collection.

Your opinions are very important to us. The survey is voluntary and will take about 20 minutes to finish.

Privacy Act Statement

5 U.S.C. 552(a)(e)(3)

The information you provide through your responses to ICF will assist the study sponsor, the Consumer Financial Protection Bureau (“CFPB”), in evaluating potential debt collection disclosure forms.

The CFPB will not obtain or access personally identifiable information. The agency will only obtain and access de-identified results and aggregated analyses of those results. This information will not be disclosed as outlined in the Routine Uses for the SORN.

This collection of information is authorized by Pub. L. No. 111-203, Title X, Sections 1013 and 1022, codified at 12 U.S.C. §§ 5493 and 5512.

Participation in this study is voluntary; you are not required to participate. However, if you do not include the requested information, you may not participate in the study.

For the assurances of confidentiality provided to respondents by KnowledgePanel, please see:
<http://www.knpanel.com/participate/privacy2.html>.

If you have any questions about this survey, please contact Panel Relations at 1-800-782-6899.

INSTRUCTIONS

Use the buttons to get through the survey:

- Click on the **NEXT** button to save your responses and continue to the next page.
- Click on the **BACK** button to go back to a previous page. You may change your answers if you need to. Do not use your browser's Back button. This may cause you to exit the questionnaire.

Continue

Please read the scenario below about someone named Person A.

Person A bought a couch from Main Street Department Store [INSERT SCEN1YRS] years ago using a Main Street Department Store credit card. The credit card company contacted Person A several times about the bill over the years, but Person A has not paid it off.

Person A receives a notice about the debt from North South Group, a debt collector. It says that he or she still owes some of the balance from the card. Person A knows that he or she does still owe some money, and thinks the amount on the notice looks about right. It would not be easy, but Person A probably could find a way to come up with money to pay the debt.

Click "Next" to read the notice that Person A received in the mail. You will then be asked a series of questions that relate to the information in the notice.

Continue

[Display notice.]

[The notice thumbnail is now present on the right side of the screen.]

At any time during this survey, you can look at the notice again by clicking the image on the right of the screen.

Continue

According to the notice, if Person A wanted to make a payment on the debt, who should he or she send the payment to?

- North South Group
- Bank of Rockville
- This information is not on the notice

How confident are you in your answer to the previous question?

- Not at all confident
- Somewhat confident
- Very confident

According to the notice, does Person A have a legal right to dispute this debt if he or she thinks there is an error?

- Yes
- No
- It depends

How confident are you in your answer to the previous question?

- Not at all confident
- Somewhat confident
- Very confident

Imagine that Person A believes the debt on the notice is not correct. According to the notice, what must Person A do to have the debt collector send Person A information showing that he or she owes the debt?

- Person A must write to the debt collector any time after receiving the notice.
- Person A must write to the debt collector by April 30th (within 30 days of receipt of the notice).
- Person A must write to the debt collector after April 30th (after 30 days of receipt of the notice).
- Person A must call the debt collector immediately.

How confident are you in your answer to the previous question?

- Not at all confident
 - Somewhat confident
 - Very confident
-

[If the validation notice has a call-out box, the following will be displayed.]

Please take another look at this box of text that appears on the notice. The following questions relate to this text, so please make sure you read the text carefully before continuing.

[Call-out box language appears here.]

Continue

Please answer the following questions using a 5-point scale where 1 means “very unlikely” and 5 means “very likely.”

[The order of the following two questions is randomized.]

If you were in Person A’s situation, how likely would you be to ignore this notice and not respond to it?

- 1 Very unlikely

- 2
- 3
- 4
- 5 Very likely

If you were in Person A's situation, how likely would you be to make a full or partial payment on this debt?

- 1 Very unlikely
- 2
- 3
- 4
- 5 Very likely

When you answered the two questions above, what were you thinking about? Please list everything you were thinking about in the space below.

[If the validation notice has a call-out box, the following will be displayed.]

Please take another look at this box of text that appears on the notice. The following questions relate to this text, so please make sure you read the text carefully before continuing.

[The following question sets (grids of questions) have random order.]

Based on what you read in the notice, how likely would the debt collector be to sue Person A to collect the debt in each of the following situations? Please treat each of these situations separately.

	1—Very unlikely to sue	2	3	4	5—Very likely to sue
Person A makes a payment of \$100 toward the debt referenced in the notice.					

	1—Very unlikely to sue	2	3	4	5—Very likely to sue
Person A sends a letter to the debt collector saying, “I know I owe the debt, but I have some questions about it before I pay.”					
Person A calls the debt collector and says, “I know I owe the debt, but I have some questions about it before I pay.”					
Person A ignores the notice and takes no action.					
Person A thinks that there is a mistake in the notice. He or she mails in the tear-off portion on the bottom of the notice, checking the box that says, “I want to dispute this debt.”					

Based on what you read in the notice, do you think the debt collector is legally allowed to sue Person A in each of the following situations? Please treat each of these situations separately.

	1—Yes, they are legally allowed to sue	2—No, they are not legally allowed to sue	3—It depends	97—Not sure/Don't know
Person A makes a payment of \$100 toward the debt referenced in the notice.				
Person A sends a letter to the debt collector saying, “I know I owe the debt, but I have some questions about it before I pay.”				
Person A calls the debt collector and says, “I know I owe the debt, but I have some questions about it before I pay.”				
Person A ignores the notice and takes no action.				

	1–Yes, they are legally allowed to sue	2–No, they are not legally allowed to sue	3–It depends	97–Not sure/Don't know
<i>Asked only if the respondent has seen a redesigned model notice.</i>				
Person A thinks that there is a mistake in the notice. He or she mails in the tear-off portion on the bottom of the notice, checking the box that says, “I want to dispute this debt.”				

How clear are the instructions provided in the notice for how to dispute the debt?

- Not at all clear
 - Only a little clear
 - Somewhat clear
 - Very clear
-

If you were Person A and you wanted to dispute the debt, how would you do so? *Please check all that apply.*

- I would call the debt collector using the number on the notice
 - I would write to the debt collector
 - I would fill out the tear-off at the bottom of the notice
 - I would do something else
 - I don't know
-

[The validation notice thumbnail now is no longer displayed on the right side of the screen.]

Now we have a few questions about your opinions and experiences.

Continue

[The following question set (grid of questions) is randomized.]

Please indicate your degree of agreement or disagreement with each of the following statements about debt and debt collection, using a 5-point scale where 1 means “definitely disagree” and 5 means “definitely agree”.

	1– Definitely disagree	2	3	4	5–Definitely agree
People should pay their debts even if money is tight.					
Debt collectors generally have accurate information about the debts that they are asking people to pay.					
If a debt collector sues a consumer, it is because the debt collector has some evidence that proves that the consumer owes the debt.					
Debt collectors will often sue consumers if they do not pay their debts.					

How frequently do you check your credit report?

- 4 or more times per year
- 2-3 times per year
- Once per year
- Less than once per year
- I have never checked my credit report

Have you ever been contacted by a debt collector attempting to collect a debt from you? Do include instances when you were contacted about debts that you believed you did not owe. Do not include instances when a creditor or debt collector contacted you by mistake because they had the wrong phone number or address.

- Yes, I have been contacted about five or more debts
- Yes, I have been contacted about two to four debts
- Yes, I have been contacted about one debt
- No

Have you ever been sued by a debt collector or creditor attempting to collect a debt from you?

- Yes, five or more times
- Yes, two to four times
- Yes, one time
- No

Next, imagine you had to receive a notice from a debt collector telling you that you owe a debt, and that you have the option of receiving it by postal mail, email, or text message. Please rate how willing you would be to receive the notice through each of these methods.

	1–Not at all willing	2–Only a little willing	3–Somewhat willing	4–Very willing
By postal mail				
By email				
By clicking a link delivered in an email				
By clicking a link delivered in a text message				

Thank you for your participation. Your answers have been submitted. The information you have provided will help the Consumer Financial Protection Bureau (CFPB) better understand how you and others perceive the current debt collection process.

You may now close your browser.

APPENDIX B: TESTED NOTICES

P.O. Box 123456
Pasadena, CA 91111-1234



[3/31/2019]

Address Service Requested

A98 A97



Person A
2323 Park Street
Apartment 123
Bethesda MD, 20800

North South Group
www.NorthSouthGroup.com

Creditor: Bank of Rockville
Account No.: 123-456-789
Amount Due: \$2,284.56 as of 3/31/19
Telephone: (866) 555-1413

North South Group
P.O. Box 123456



Please detach at perforation and return with your payment.

YOUR DELINQUENT ACCOUNT HAS BEEN REFERRED TO THIS OFFICE FOR COLLECTION! Please remit payment in full of any undisputed amount, payable to Bank of Rockville, in the enclosed envelope.

Account Details

Current Balance	\$2,284.56
Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within the thirty day period that the debt, or any portion thereof, is disputed, 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 the name and address of the original creditor, if different from the current creditor.	

We want to help you resolve this account. If you wish to make payment arrangements, you can call our office 24 hours a day at (866) 555-1413 so we can assist you in resolving this matter. As of the date of this letter you owe the amount stated above. Because your account may accrue interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. If you pay the amount above an adjustment may be necessary after we receive your check. If so, we will contact you. For further information about your balance please call your account representative.

This communication is from a debt collector. We are required to inform you that this is an attempt to collect a debt, and any information obtained will be used for this purpose.

Sincerely,
John Doe
(800) 123-4567, ext 454
North South Group
P.O. Box 123456
Pasadena, CA 91111-1234

If you have a complaint about the way we are collecting this debt, you may write to our Contact Center, P.O. Box 123456, Pasadena, CA 91111-1234 or call us toll-free at (800) 123-4567 between 9:00 A.M. P.S.T. and 5:00 P.M. P.S.T Monday-Friday

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2016, you owed:	\$ 2,234.56
Between January 2, 2016 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56

How can you dispute the debt?

- **Call or write to us by April 30, 2019, to dispute all or part of the debt.** If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- **Write to ask for the name and address of the original creditor.** If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- **Learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

Mail this form to:
 North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

I want to dispute the debt because I think:

- This is not my debt.
- The amount is wrong.
- Other (please describe on reverse or attach additional information).

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

I enclosed this amount:

Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.

Quiero esta forma en español

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2009, you owed:	\$ 2,234.56
Between January 2, 2009 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56

How can you dispute the debt?

- **Call or write to us by April 30, 2019, to dispute all or part of the debt.** If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- **Write to ask for the name and address of the original creditor.** If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- **Learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:**
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
 - I want you to send me the name and address of the original creditor.**
 - I enclosed this amount:**
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español**

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2016, you owed:	\$ 2,234.56
Between January 2, 2016 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we cannot sue you for it.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- Write to ask for the name and address of the original creditor. If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- Learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount:
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2009, you owed:	\$ 2,234.56
Between January 2, 2009 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we cannot sue you for it.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- Write to ask for the name and address of the original creditor. If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- Learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount:
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2016, you owed:	\$ 2,234.56
Between January 2, 2016 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- Write to ask for the name and address of the original creditor. If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- Learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount:
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2009, you owed:	\$ 2,234.56
Between January 2, 2009 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- Write to ask for the name and address of the original creditor. If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- Learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount:
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123 Bethesda,
 MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2016, you owed:	\$ 2,234.56
Between January 2, 2016 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



According to the law, you can't be sued for debts over a certain age. Because of the age of this debt, we cannot sue you for it.

How can you dispute the debt?

- **Call or write to us by April 30, 2019, to dispute all or part of the debt.** If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- **Write to ask for the name and address of the original creditor.** If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- **Learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:**
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
 - I want you to send me the name and address of the original creditor.**
 - I enclosed this amount:**
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español**

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 342
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2009, you owed:	\$ 2,234.56
Between January 2, 2009 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



According to the law, you can't be sued for debts over a certain age. Because of the age of this debt, we cannot sue you for it.

How can you dispute the debt?

- **Call or write to us by April 30, 2019, to dispute all or part of the debt.** If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- **Write to ask for the name and address of the original creditor.** If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
- **Learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you. Go to www.consumerfinance.gov.
- Contact us about your payment options.
- Review state law disclosures on reverse side, if applicable.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:**
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.**
- I enclosed this amount:**
- Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.
- Quiero esta forma en español**

Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 132
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2016, you owed:	\$ 2,234.56
Between January 2, 2016 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
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 Pasadena, CA 91111-1234

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 Apartment 123
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 Apartment 123
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The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it unless you make a payment or acknowledge it in writing.

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How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
- This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
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 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
www.NorthSouthGroup.com

To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

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What else can you do?

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- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.
- I enclosed this amount:
- Quiero esta forma en español

Make your check payable to *Bank of Rockville*.
 Include the reference number 584-345.

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234
 (800) 123-4567 from 8am to 8pm EST, Monday to Saturday
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To: Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

Reference: 584-345

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Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

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You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Take note: You can renew the debt and the statute of limitations for the filing of a lawsuit against you if you do any of the following: Make any payment on the debt, sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; Sign a paper in which you give up or waive your right to stop the creditor from suing you in court to collect the debt.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

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Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
 - This is not my debt.
 - The amount is wrong.
 - Other (please describe on reverse or attach additional information).
 - I want you to send me the name and address of the original creditor.
 - I enclosed this amount:
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To: Person A
 2323 Park Street
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North South Group is a debt collector. We are trying to collect a debt that you owe to Bank of Rockville. We will use any information you give us to help collect the debt.

Our information shows:

You had a Main Street Department Store credit card from Bank of Rockville with account number 123-456-789.

As of January 2, 2009, you owed:	\$ 2,234.56
Between January 2, 2009 and today:	
You were charged this amount in interest:	+ \$ 75.00
You were charged this amount in fees:	+ \$ 25.00
You paid or were credited this amount toward the debt:	- \$ 50.00
Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Even so, you may choose to make payments on the debt. However, be aware: if you make a payment on the debt, admit to owing the debt, promise to pay the debt, or waive the statute of limitations on the debt, the time period in which you can be sued may start again.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
- You may use the form below or you may write to us without the form. You may also include supporting documents. We accept disputes electronically at www.NorthSouthGroup.com/dispute.

What else can you do?

- Write to ask for the name and address of the original creditor. If you write by April 30, 2019, we will stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at www.NorthSouthGroup.com/request.
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- Contact us about your payment options.
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Mail this form to:

North South Group
 P.O. Box 123456
 Pasadena, CA 91111-1234

Person A
 2323 Park Street
 Apartment 123
 Bethesda, MD 20800

How do you want to respond?

Check all that apply:

- I want to dispute the debt because I think:
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Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. Because of the age of this debt, we will not sue you for it. Even so, you may CHOOSE to make payments on the debt. However, BE AWARE: if you make a payment [or acknowledge in writing that you owe the debt], our right to sue you to make you pay the entire debt may START AGAIN.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
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Total amount of the debt now:	\$ 2,284.56



The law limits how long you can be sued for a debt. If you do nothing in response to this notice, we will not sue you to collect this debt. This is because the debt is too old. BUT if you make a payment or acknowledge in writing that you owe this debt, then we can sue you to collect it.

How can you dispute the debt?

- Call or write to us by April 30, 2019, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by April 30, 2019, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.
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Person A
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APPENDIX C: DEFINED TERMS

DEFINED TERM

CONFIDENCE INTERVAL

This report often uses bar graphs to visualize results. Most of these show the proportion of respondents giving each answer, broken out by which notice they saw. In other words, each bar is a group of respondents who saw a particular notice and gave a particular answer. The black “whiskers” on each of the bars are 95 percent confidence intervals. A confidence interval provides a range of values that readers can confidently assume will contain the “true” population value, given the sample size and variation in answers. The whisker representing the confidence interval has a horizontal bar at the lower bound and another horizontal bar at the upper bound. To interpret confidence intervals in the graphs, the reader can assume that if the lower and upper bounds do not overlap from one bar to another, that the two groups the bars represent are statistically significantly different from each other at the 95 percent level.

CONDITION

Condition is a term used to describe different treatment arms in an experimental design. Typically, respondents are randomly assigned to either a control or treatment condition. The control condition is a condition that is untreated and serves as a comparison group for the treated experimental conditions. In this report, we limit the use of the word “condition” and use less technical terms like “version” or simply refer to different versions of the notice that respondents saw.

APPENDIX D: FREQUENCY TABLES

Appendix Table 1: Responses to the Question, “According to the notice, if Person A wanted to make a payment on the debt, who should he or she send the payment to?”

Corresponds to Figure 1

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	North South Group	41.59	1.66
	Bank of Rockville	46.48	1.68
	Not on the Notice	11.93	1.09
Model Notice—No TBD	North South Group	59.29	1.66
	Bank of Rockville	36.93	1.63
	Not on the Notice	3.78	0.65

Appendix Table 2: Responses to the Question, "How confident are you in your answer to the previous question?"

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Not at All Confident	3.19	0.59
	Somewhat Confident	27.87	1.51
	Very Confident	68.94	1.56
Model Notice—No TBD	Not at All Confident	2.99	0.58
	Somewhat Confident	26.29	1.49
	Very Confident	70.72	1.54

Appendix Table 3: Responses to the Question, “According to the notice, does Person A have a legal right to dispute this debt if he or she thinks there is an error?”

Corresponds to Figure 2

Validation Notice	Response	Percent	Standard Error
	Yes	91.92	0.92

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	No	3.53	0.62
	It Depends	4.55	0.70
	Yes	95.87	0.67
Model Notice—No TBD	No	1.72	0.44
	It Depends	2.41	0.52

Appendix Table 4: Responses to the Question, "How confident are you in your answer to the previous question?"

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Not at All Confident	2.62	0.54
	Somewhat Confident	22.98	1.42
	Very Confident	74.40	1.47
Model Notice—No TBD	Not at All Confident	1.26	0.38
	Somewhat Confident	20.99	1.38
	Very Confident	77.75	1.41

Appendix Table 5: Responses to the Question, "Imagine that Person A believes the debt on the notice is not correct. According to the notice, what must Person A do to have the debt collector send Person A information showing that he or she owes the debt?"

Corresponds to Figure 3

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Any Time	3.53	0.62
	Within 30 Days	86.46	1.15
	After 30 Days	2.62	0.54
Model Notice—No TBD	Immediately	7.39	0.88
	Any Time	3.55	0.63
	Within 30 Days	90.16	1.01

Validation Notice	Response	Percent	Standard Error
	After 30 Days	1.72	0.44
	Immediately	4.58	0.71

Appendix Table 6: Responses to the Question, "How confident are you in your answer to the previous question?"

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Not at All Confident	2.84	0.56
	Somewhat Confident	30.00	1.54
	Very Confident	67.16	1.58
Model Notice—No TBD	Not at All Confident	3.78	0.65
	Somewhat Confident	29.21	1.54
	Very Confident	67.01	1.59

Appendix Table 7: Clarity of Dispute Instructions for the Model Notice and the Status Quo Notice

Corresponds to Figure 4

Validation Notice	Response	Percent	Standard Error
Model Notice—No TBD	1 (Not at All Clear)	3.66	0.64
	2 (Only a Little Clear)	7.21	0.87
	3 (Somewhat Clear)	35.47	1.62
	4 (Very Clear)	53.66	1.69
Status Quo Notice—No TBD	1 (Not at All Clear)	4.89	0.73
	2 (Only a Little Clear)	14.20	1.18
	3 (Somewhat Clear)	42.95	1.67
	4 (Very Clear)	37.95	1.64

Appendix Table 8: Distribution of Responses to “Person A ignores the notice and takes no action.”

Corresponds to Figure 5

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Yes	65.33	2.31
	No	8.02	1.32
	It Depends	10.85	1.51
	Not Sure	15.80	1.77
Model Notice—No TBD	Yes	65.54	2.26
	No	6.98	1.21
	It Depends	9.23	1.37
	Not Sure	18.24	1.83
TBD Notice	Yes	13.22	0.81
	No	68.01	1.11
	It Depends	7.09	0.61
	Not Sure	11.68	0.77
TBD with Revival Notice	Yes	13.36	0.72
	No	65.28	1.00
	It Depends	8.36	0.58
	Not Sure	13.00	0.71

Appendix Table 9: Distribution of Responses to “Person A makes a payment of \$100 toward the debt referenced in the notice.”

Corresponds to Figure 6

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Yes	17.34	1.85
	No	40.38	2.39
	It Depends	22.80	2.04
	Not Sure	19.48	1.93

Validation Notice	Response	Percent	Standard Error
Model Notice—No TBD	Yes	13.51	1.62
	No	45.50	2.36
	It Depends	22.07	1.97
	Not Sure	18.92	1.86
TBD Notice	Yes	13.70	0.82
	No	62.99	1.15
	It Depends	9.96	0.71
	Not Sure	13.36	0.81
TBD with Revival Notice	Yes	71.17	0.95
	No	12.44	0.69
	It Depends	8.99	0.60
	Not Sure	7.40	0.55

Appendix Table 10: Distribution of Responses to “Person A sends a letter to the debt collector saying, ‘I know I owe the debt, but I have some questions about it before I pay.’”

Corresponds to Figure 7

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Yes	17.06	1.83
	No	43.84	2.42
	It Depends	21.80	2.01
	Not Sure	17.30	1.84
Model Notice—No TBD	Yes	13.71	1.63
	No	46.29	2.36
	It Depends	21.80	1.96
	Not Sure	18.20	1.83
TBD Notice	Yes	9.85	0.71
	No	66.87	1.12

Validation Notice	Response	Percent	Standard Error
TBD with Revival Notice	It Depends	11.95	0.77
	Not Sure	11.33	0.75
TBD with Revival Notice	Yes	58.22	1.04
	No	17.94	0.81
TBD with Revival Notice	It Depends	14.09	0.73
	Not Sure	9.75	0.62

Appendix Table 11: Distribution of Responses to “Person A calls the debt collector and says, ‘I know I owe the debt, but I have some questions about it before I pay.’”

Corresponds to Figure 8

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Yes	18.44	1.89
	No	36.17	2.34
	It Depends	26.24	2.14
	Not Sure	19.15	1.91
Model Notice—No TBD	Yes	16.85	1.77
	No	38.65	2.31
	It Depends	26.29	2.09
	Not Sure	18.20	1.83
TBD Notice	Yes	9.27	0.69
	No	65.91	1.13
	It Depends	12.78	0.79
	Not Sure	12.04	0.77
TBD with Revival Notice	Yes	44.80	1.05
	No	27.00	0.93
	It Depends	16.47	0.78
	Not Sure	11.73	0.68

Appendix Table 12: Distribution of Responses to “Person A thinks that there is a mistake in the notice. He or she mails in the tear-off portion on the bottom of the notice, checking the box that says, ‘I want to dispute this debt.’”

Corresponds to Figure 9

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	Yes	10.87	1.51
	No	51.54	2.43
	It Depends	18.68	1.89
	Not Sure	18.91	1.90
Model Notice—No TBD	Yes	8.97	1.35
	No	58.30	2.33
	It Depends	15.47	1.71
	Not Sure	17.26	1.79
TBD Notice	Yes	6.39	0.58
	No	71.66	1.07
	It Depends	9.62	0.70
	Not Sure	12.33	0.78
TBD with Revival Notice	Yes	26.56	0.93
	No	38.80	1.02
	It Depends	19.00	0.82
	Not Sure	15.64	0.76

Appendix Table 13: Distribution of Responses About the Likelihood of Suit if “Person A ignores the notice and takes no action.”

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	1 (Very Unlikely to Sue)	10.90	1.52
	2	5.21	1.08
	3	13.27	1.65

Validation Notice	Response	Percent	Standard Error
	4	19.19	1.92
	5 (Very Likely to Sue)	51.42	2.43
	1 (Very Unlikely to Sue)	10.84	1.48
	2	3.39	0.86
Model Notice—No TBD	3	11.51	1.52
	4	12.87	1.59
	5 (Very Likely to Sue)	61.40	2.31
	1 (Very Unlikely to Sue)	64.16	1.14
	2	7.13	0.61
TBD Notice	3	9.51	0.70
	4	6.63	0.59
	5 (Very Likely to Sue)	12.57	0.79
	1 (Very Unlikely to Sue)	65.35	1.00
	2	7.28	0.55
TBD with Revival Notice	3	9.36	0.61
	4	4.61	0.44
	5 (Very Likely to Sue)	13.40	0.72

Appendix Table 14: Distribution of Responses About the Likelihood of Suit if “Person A makes a payment of \$100 toward the debt referenced in the notice.”

Validation Notice	Response	Percent	Standard Error
	1 (Very Unlikely to Sue)	47.04	2.43
	2	21.75	2.01
Status Quo Notice—No TBD	3	19.15	1.91
	4	7.09	1.25
	5 (Very Likely to Sue)	4.96	1.06
	1 (Very Unlikely to Sue)	45.50	2.36

Validation Notice	Response	Percent	Standard Error
Model Notice—No TBD	2	21.62	1.95
	3	22.07	1.97
	4	7.66	1.26
	5 (Very Likely to Sue)	3.15	0.83
TBD Notice	1 (Very Unlikely to Sue)	64.18	1.14
	2	9.73	0.71
	3	11.43	0.76
	4	5.09	0.52
TBD with Revival Notice	5 (Very Likely to Sue)	9.56	0.70
	1 (Very Unlikely to Sue)	15.73	0.77
	2	10.15	0.64
	3	16.13	0.77
	4	12.58	0.70
	5 (Very Likely to Sue)	45.41	1.05

Appendix Table 15: Distribution of Responses About the Likelihood of Suit if “Person A sends a letter to the debt collector saying, ‘I know I owe the debt, but I have some questions about it before I pay.’”

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	1 (Very Unlikely to Sue)	42.32	2.40
	2	24.82	2.10
	3	21.04	1.98
	4	7.57	1.29
Model Notice—No TBD	5 (Very Likely to Sue)	4.26	0.98
	1 (Very Unlikely to Sue)	43.89	2.36
	2	23.53	2.02
	3	21.72	1.96

Validation Notice	Response	Percent	Standard Error
	4	7.01	1.21
	5 (Very Likely to Sue)	3.85	0.91
	1 (Very Unlikely to Sue)	63.52	1.14
	2	10.22	0.72
TBD Notice	3	14.00	0.82
	4	4.69	0.50
	5 (Very Likely to Sue)	7.57	0.63
	1 (Very Unlikely to Sue)	16.87	0.79
	2	11.43	0.67
TBD with Revival Notice	3	18.87	0.82
	4	15.06	0.75
	5 (Very Likely to Sue)	37.78	1.02

Appendix Table 16: Distribution of Responses About the Likelihood of Suit if “Person A calls the debt collector and says, ‘I know I owe the debt, but I have some questions about it before I pay.’”

Validation Notice	Response	Percent	Standard Error
	1 (Very Unlikely to Sue)	41.27	2.39
	2	22.17	2.02
Status Quo Notice—No TBD	3	25.47	2.12
	4	5.42	1.10
	5 (Very Likely to Sue)	5.66	1.12
	1 (Very Unlikely to Sue)	41.35	2.33
	2	22.25	1.97
Model Notice—No TBD	3	24.27	2.03
	4	7.64	1.26
	5 (Very Likely to Sue)	4.49	0.98
	1 (Very Unlikely to Sue)	62.95	1.15

Validation Notice	Response	Percent	Standard Error
TBD Notice	2	11.60	0.76
	3	13.69	0.82
	4	5.03	0.52
	5 (Very Likely to Sue)	6.73	0.60
TBD with Revival Notice	1 (Very Unlikely to Sue)	22.22	0.88
	2	13.53	0.72
	3	20.93	0.86
	4	14.28	0.74
	5 (Very Likely to Sue)	29.05	0.96

Appendix Table 17: Distribution of Responses About the Likelihood of Suit if “Person A thinks that there is a mistake in the notice. He or she mails in the tear-off portion on the bottom of the notice, checking the box that says, ‘I want to dispute this debt.’”

Validation Notice	Response	Percent	Standard Error
Status Quo Notice—No TBD	1 (Very Unlikely to Sue)	44.21	2.41
	2	21.75	2.01
	3	22.22	2.02
	4	7.57	1.29
	5 (Very Likely to Sue)	4.26	0.98
Model Notice—No TBD	1 (Very Unlikely to Sue)	48.42	2.37
	2	20.27	1.91
	3	20.50	1.92
	4	5.86	1.11
	5 (Very Likely to Sue)	4.95	1.03
TBD Notice	1 (Very Unlikely to Sue)	67.74	1.11
	2	11.32	0.75
	3	12.56	0.79

Validation Notice	Response	Percent	Standard Error
	4	3.45	0.43
	5 (Very Likely to Sue)	4.92	0.51
	1 (Very Unlikely to Sue)	33.05	0.99
	2	15.02	0.75
TBD with Revival Notice	3	21.18	0.86
	4	10.01	0.63
	5 (Very Likely to Sue)	20.74	0.85

Appendix Table 18: Distribution of Correct Responses to Each Comprehension Question by Version of Time-Barred Debt Notice

Corresponds to Figure 10

Age of Debt	Question	Validation Notice	Percent Correct	Standard Error
3	Ignores	Alternative-Cannot	79.35	2.11
		Alternative-Will Not	79.09	2.11
		FTC-Cannot	77.22	2.11
		FTC-Will Not	66.40	2.44
	Pays \$100	Alternative-Cannot	13.10	1.74
		Alternative-Will Not	14.44	1.80
		FTC-Cannot	13.92	1.74
		FTC-Will Not	9.26	1.49
	Writes	Alternative-Cannot	9.32	1.55
		Alternative-Will Not	9.40	1.56
		FTC-Cannot	11.05	1.63
		FTC-Will Not	8.29	1.45
	Calls	Alternative-Cannot	76.64	2.17
		Alternative-Will Not	81.10	2.05
		FTC-Cannot	75.43	2.13

Age of Debt	Question	Validation Notice	Percent Correct	Standard Error
10	Uses Tear-Off	FTC-Will Not	74.68	2.21
		Alternative-Cannot	12.79	1.80
	Ignores	Alternative-Will Not	11.68	1.71
		FTC-Cannot	14.55	1.81
		FTC-Will Not	15.13	1.90
	Pays \$100	Alternative-Cannot	80.25	1.99
		Alternative-Will Not	73.81	2.26
		FTC-Cannot	82.47	1.99
		FTC-Will Not	77.81	2.12
		Alternative-Cannot	15.75	1.82
15	Writes	Alternative-Will Not	16.01	1.88
		FTC-Cannot	15.22	1.87
		FTC-Will Not	16.23	1.89
		Alternative-Cannot	11.89	1.68
		Alternative-Will Not	13.64	1.83
	Calls	FTC-Cannot	10.91	1.69
		FTC-Will Not	12.40	1.73
		Alternative-Cannot	77.83	2.06
		Alternative-Will Not	69.82	2.32
		FTC-Cannot	79.12	2.13
20	Uses Tear-Off	FTC-Will Not	73.16	2.23
		Alternative-Cannot	11.97	1.67
		Alternative-Will Not	14.91	1.93
		FTC-Cannot	9.20	1.57
		FTC-Will Not	12.11	1.73

Appendix Table 19: Distribution of Responses to Comprehension Questions About Five Scenarios, by Revival Version

Corresponds to Figure 11

Question	Validation Notice	Percent Correct	Standard Error
Ignores	Revival(1)	72.63	2.32
	Revival(2)	74.62	2.20
	Revival(3)	73.43	2.36
	Revival(4)	81.65	1.97
	Revival(5)	84.94	1.78
Pays \$100	Revival(1)	69.90	2.29
	Revival(2)	69.95	2.25
	Revival(3)	77.00	2.10
	Revival(4)	81.09	1.87
	Revival(5)	85.48	1.69
Writes	Revival(1)	66.01	2.51
	Revival(2)	67.80	2.39
	Revival(3)	72.59	2.45
	Revival(4)	72.39	2.37
	Revival(5)	82.35	1.93
Calls	Revival(1)	34.69	2.40
	Revival(2)	36.97	2.40
	Revival(3)	22.75	2.16
	Revival(4)	32.84	2.33
	Revival(5)	25.48	2.14
Uses Tear-Off	Revival(1)	27.73	2.50
	Revival(2)	30.19	2.62
	Revival(3)	26.46	2.95
	Revival(4)	31.83	2.74

Question	Validation Notice	Percent Correct	Standard Error
	Revival(5)	29.22	2.50

Appendix Table 20: Distribution of Average Comprehension Score, by Notice Type, by Debt Collection Experience

Corresponds to Figure 12

Debt Collection Experience	Validation Notice	Average Percent Correct	Standard Error
Debt Collection Experience	Status Quo Notice—No TBD	17.44	0.86
	Model Notice—No TBD	15.43	0.89
	TBD Notice	31.66	0.45
	TBD with Revival Notice	45.48	0.76
No Debt Collection Experience	Status Quo Notice—No TBD	19.39	0.65
	Model Notice—No TBD	18.12	0.64
	TBD Notice	33.46	0.35
	TBD with Revival Notice	48.46	0.57

Appendix Table 21: Distribution of Average Comprehension Score, by Notice Type, by Education Level

Corresponds to Figure 13

Education	Validation Notice	Average Percent Correct	Standard Error
Less Than High School	Status Quo Notice—No TBD	23.00	3.00
	Model Notice—No TBD	23.64	3.64
	TBD Notice	26.17	2.27
	TBD with Revival Notice	35.07	3.26

Education	Validation Notice	Average Percent Correct	Standard Error
High School	Status Quo Notice—No TBD	18.88	1.18
	Model Notice—No TBD	17.63	1.29
	TBD Notice	30.42	0.71
	TBD with Revival Notice	39.96	1.14
Some College	Status Quo Notice—No TBD	19.21	0.87
	Model Notice—No TBD	16.51	0.84
	TBD Notice	32.98	0.50
	TBD with Revival Notice	46.81	0.79
Bachelor's Degree or Higher	Status Quo Notice—No TBD	18.13	0.81
	Model Notice—No TBD	17.38	0.78
	TBD Notice	33.86	0.38
	TBD with Revival Notice	51.12	0.63

Appendix Table 22: Distribution of Average Comprehension Score by Notice Type by Income
Corresponds to Figure 14

Income	Validation Notice	Average Percent Correct	Standard Error
\$0–\$19,999	Status Quo Notice—No TBD	17.46	1.31
	Model Notice—No TBD	18.28	1.44
	TBD Notice	29.07	0.79
	TBD with Revival Notice	40.52	1.22
\$20,000–\$39,999	Status Quo Notice—No TBD	19.10	1.40
	Model Notice—No TBD	14.91	1.34
	TBD Notice	32.02	0.79

Income	Validation Notice	Average Percent Correct	Standard Error
\$40,000–\$74,999	TBD with Revival Notice	42.83	1.23
	Status Quo Notice—No TBD	19.78	0.90
	Model Notice—No TBD	18.75	0.95
	TBD Notice	32.63	0.53
\$75,000–\$124,999	TBD with Revival Notice	47.34	0.86
	Status Quo Notice—No TBD	19.52	1.13
	Model Notice—No TBD	16.92	0.99
	TBD Notice	34.48	0.51
\$125,000+	TBD with Revival Notice	50.87	0.86
	Status Quo Notice—No TBD	16.47	1.30
	Model Notice—No TBD	15.57	1.31
	TBD Notice	34.35	0.63
	TBD with Revival Notice	52.06	1.06

Appendix Table 23: Distribution of Responses to Likelihood of Paying or Ignoring, by Notice Type

Corresponds to Figure 15

Validation Notice	Likelihood to Pay	Percent	Standard Error
Status Quo Notice—No TBD	1 (Not at All Likely)	19.11	1.33
	2	6.83	0.85
	3	18.43	1.31
	4	18.32	1.30
	5 (Very Likely)	37.32	1.63
	1 (Not at All Likely)	18.08	1.30
	2	6.52	0.84

Validation Notice	Likelihood to Pay	Percent	Standard Error
Model Notice—No TBD	3	21.05	1.38
	4	16.13	1.24
	5 (Very Likely)	38.22	1.64
	1 (Not at All Likely)	25.60	0.73
	2	8.70	0.47
TBD Notice	3	20.13	0.68
	4	14.09	0.59
	5 (Very Likely)	31.47	0.78
	1 (Not at All Likely)	43.78	0.95
	2	7.71	0.51
TBD with Revival Notice	3	16.67	0.72
	4	9.33	0.56
	5 (Very Likely)	22.50	0.80

Appendix Table 24: Distribution of Responses to Likelihood of Paying or Ignoring, by Notice Type

Corresponds to Figure 15

Validation Notice	Likelihood to Ignore	Percent	Standard Error
Status Quo Notice—No TBD	1 (Not at All Likely)	55.18	1.68
	2	13.54	1.15
	3	14.90	1.20
	4	5.69	0.78
	5 (Very Likely)	10.69	1.04
Model Notice—No TBD	1 (Not at All Likely)	60.64	1.65
	2	11.67	1.09
	3	13.84	1.17
	4	4.69	0.72

Validation Notice	Likelihood to Ignore	Percent	Standard Error
TBD Notice	5 (Very Likely)	9.15	0.98
	1 (Not at All Likely)	42.26	0.83
	2	13.35	0.57
	3	17.15	0.63
	4	7.62	0.45
TBD with Revival Notice	5 (Very Likely)	19.61	0.67
	1 (Not at All Likely)	31.48	0.89
	2	8.66	0.54
	3	13.75	0.66
	4	8.88	0.55
	5 (Very Likely)	37.23	0.93

Appendix Table 25: Both Notice Type and Agreement with Proposition That “People should pay their debts even if money is tight” Predict Reported Likelihood of Paying the Debt or Ignoring the Notice

Corresponds to Figure 16

Level of Agreement with "People Should Pay Their Debts"	Validation Notice	Likelihood to Ignore	Likelihood to Pay
1 (Definitely Disagree)	Status Quo Notice—No TBD	3.45	2.16
	Model Notice—No TBD	2.54	2.32
	TBD Notice	3.28	2.37
	TBD with Revival Notice	3.50	1.87
	Status Quo Notice—No TBD	2.76	2.78
2	Model Notice—No TBD	2.49	2.59
	TBD Notice	2.93	2.47
	TBD with Revival Notice	3.44	2.16
	Status Quo Notice—No TBD	2.32	3.16

Level of Agreement with "People Should Pay Their Debts"	Validation Notice	Likelihood to Ignore	Likelihood to Pay
3	Model Notice—No TBD	2.22	3.18
	TBD Notice	2.88	2.83
	TBD with Revival Notice	3.31	2.36
4	Status Quo Notice—No TBD	1.88	3.66
	Model Notice—No TBD	1.93	3.53
	TBD Notice	2.44	3.18
5 (Definitely Agree)	TBD with Revival Notice	3.18	2.56
	Status Quo Notice—No TBD	1.63	3.86
	Model Notice—No TBD	1.50	3.98
	TBD Notice	2.15	3.54
	TBD with Revival Notice	2.87	2.89

Appendix Table 26: Distribution of Dispute Methods Selected, by Notice Type
Corresponds to Figure 17

Validation Notice	Type	Percent	Standard Error
Model Notice—No TBD	Write	47.09	1.69
	Call	56.80	1.67
	Tear-Off	48.34	1.69
	Do Something Else	5.94	0.80
	Don't Know	4.11	0.67
Status Quo Notice—No TBD	Write	55.28	1.68
	Call	60.16	1.65
	Tear-Off	26.79	1.49
	Do Something Else	5.79	0.79
	Don't Know	3.75	0.64

Validation Notice	Type	Percent	Standard Error
TBD Notice	Write	42.32	0.83
	Call	53.07	0.84
	Tear-Off	41.53	0.83
	Do Something Else	7.04	0.43
	Don't Know	5.40	0.38
TBD with Revival Notice	Write	32.95	0.90
	Call	46.89	0.96
	Tear-Off	32.48	0.90
	Do Something Else	12.03	0.62
	Don't Know	10.52	0.59

Appendix Table 27: Distribution of Willingness to Receive the Notice via Different Electronic Delivery Methods

Corresponds to Figure 18

Method	Response	Percent
By Postal Mail	1 (Not at All Willing)	5.78
	2	6.81
	3	21.21
	4 (Very Willing)	66.20
By Email	1 (Not at All Willing)	45.76
	2	17.00
	3	22.64
	4 (Very Willing)	14.59
By Clicking a Link Delivered in an Email	1 (Not at All Willing)	70.12
	2	14.48
	3	9.78
	4 (Very Willing)	5.62

Method	Response	Percent
	1 (Not at All Willing)	82.21
By Clicking a Link Delivered in a Text Message	2	9.74
	3	5.05
	4 (Very Willing)	2.99

Appendix Table 28: Distribution of Agreement with Statements About Debt Repayment and Debt Collectors, by Debt Collection Experience: “People should pay their debts even if money is tight.”

Corresponds to Figure 19

Debt Collection Experience	Response	Percent	Standard Error
Yes	1 (Definitely Disagree)	3.21	0.33
	2	4.22	0.38
	3	17.61	0.71
	4	25.11	0.81
	5 (Definitely Agree)	49.84	0.93
No	1 (Definitely Disagree)	4.98	0.30
	2	8.65	0.39
	3	24.30	0.60
	4	27.36	0.62
	5 (Definitely Agree)	34.71	0.67

Appendix Table 29: Distribution of Agreement with Statements About Debt Repayment and Debt Collectors, by Debt Collection Experience: “Debt collectors generally have accurate information about the debts that they are asking people to pay.”

Corresponds to Figure 19

Debt Collection Experience	Response	Percent	Standard Error
	1 (Definitely Disagree)	11.69	0.60

Debt Collection Experience	Response	Percent	Standard Error
Yes	2	17.83	0.71
	3	38.56	0.91
	4	21.84	0.77
	5 (Definitely Agree)	10.08	0.56
No	1 (Definitely Disagree)	16.86	0.52
	2	21.12	0.57
	3	32.90	0.66
	4	19.56	0.55
	5 (Definitely Agree)	9.55	0.41

Appendix Table 30: Distribution of Agreement with Statements About Debt Repayment and Debt Collectors, by Debt Collection Experience: “If a debt collector sues a consumer, it is because the debt collector has some evidence that proves that the consumer owes the debt.”

Corresponds to Figure 19

Debt Collection Experience	Response	Percent	Standard Error
Yes	1 (Definitely Disagree)	6.56	0.46
	2	9.21	0.54
	3	25.21	0.81
	4	30.30	0.86
No	5 (Definitely Agree)	28.73	0.84
	1 (Definitely Disagree)	8.33	0.39
	2	10.60	0.43
	3	24.28	0.60
	4	28.71	0.63
	5 (Definitely Agree)	28.07	0.63

Appendix Table 31: Distribution of Agreement with Statements About Debt Repayment and Debt Collectors, by Debt Collection Experience: “Debt collectors will often sue consumers if they do not pay their debts.”

Corresponds to Figure 19

Debt Collection Experience	Response	Percent	Standard Error
Yes	1 (Definitely Disagree)	7.60	0.50
	2	13.99	0.65
	3	38.96	0.91
	4	21.80	0.77
	5 (Definitely Agree)	17.65	0.71
No	1 (Definitely Disagree)	9.05	0.40
	2	17.78	0.53
	3	33.76	0.66
	4	19.17	0.55
	5 (Definitely Agree)	20.24	0.56

Appendix Table 32: Proportion of Respondents Mentioning Credit While Thinking About Hypothetical Behaviors, by Notice Type

Corresponds to Figure 20

Age of Debt	Validation Notice	Percent of Responses Mentioning Credit Reporting	Standard Error
3	Status Quo Notice—No TBD	21.54	1.93
	Model Notice—No TBD	18.88	1.89
	TBD Notice	20.22	0.96
	TBD with Revival Notice	15.18	1.70
10	Status Quo Notice—No TBD	16.20	1.79
	Model Notice—No TBD	19.51	1.88

Age of Debt	Validation Notice	Percent of Responses Mentioning Credit Reporting	Standard Error
	TBD Notice	19.48	0.94
	TBD with Revival Notice	13.52	0.72

Appendix Table 33: Demographic Overview

		Percent with Debt Collection Experience	Percent Without Debt Collection Experience
Age	18–24	1.10	0.65
	25–34	3.21	5.83
	35–44	2.73	7.94
	45–54	4.11	11.35
	55–64	7.99	18.45
	65–74	11.00	14.38
	75+	5.77	5.52
Education	Bachelor's Degree or Higher	18.65	28.03
	High School	6.63	10.68
	Less than High School	0.59	1.67
	Some College	10.03	23.71
Race/Ethnicity	2+ Races, Non-Hispanic	0.67	1.75
	Black, Non-Hispanic	1.73	6.84
	Hispanic	2.50	7.21
	Other, Non-Hispanic	1.16	1.39
	White, Non-Hispanic	29.83	46.92

Category		Percent with Debt Collection Experience	Percent Without Debt Collection Experience
Gender	Female	16.56	31.63
	Male	19.33	32.48
Housing Type	Attached One-Family House	3.28	5.74
	Boat, RV, Van, Etc.	0.04	0.14
Income	Building with 2+ Apartments	4.17	10.83
	Detached One-Family House	27.55	44.65
MSA Status	Mobile Home	0.86	2.75
	\$0–\$19,999	4.33	10.75
Housing Status	\$125,000+	6.85	9.32
	\$20,000–\$39,999	4.32	9.60
Employment Status	\$40,000–\$74,999	9.82	18.38
	\$75,000–\$124,999	10.57	16.05
Occupied without Cash Rent	Metro	31.27	55.60
	Non-Metro	4.63	8.50
Owned or Being Bought	Occupied without Cash Rent	0.45	1.05
	Owned or Being Bought	30.12	45.96
Rented for Cash	Rented for Cash	5.33	17.10
	Not Working—Disabled	0.81	3.00
Not Working—Looking for Work	Not Working—Looking for Work	0.95	2.11
	Not Working—Other	1.35	2.26
Not Working—Retired	Not Working—Retired	14.08	16.53
	Not Working—Temporary Layoff	0.07	0.12
Working—Paid Employee	Working—Paid Employee	15.61	33.65
	Working—Self-Employed	3.02	6.44