HOUSE DOCKET, NO. 2894 FILED ON: 1/16/2025

HOUSE . . . . . No. 1694

The Commonwealth of Massachusetts

PRESENTED BY:

Brandy Fluker-Reid

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act providing civil legal remedies for victims of economic abuse.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
Brandy Fluker-Reid	*12th Suffolk*	*1/16/2025*
Samantha Montaño	*15th Suffolk*	*2/6/2025*
Lindsay N. Sabadosa	*1st Hampshire*	*2/10/2025*
Natalie M. Higgins	*4th Worcester*	*2/10/2025*
Mindy Domb	*3rd Hampshire*	*2/10/2025*
Colleen M. Garry	*36th Middlesex*	*2/12/2025*
David Henry Argosky LeBoeuf	*17th Worcester*	*2/19/2025*
Jason M. Lewis	*Fifth Middlesex*	*3/5/2025*
Vanna Howard	*17th Middlesex*	*3/5/2025*
Mike Connolly	*26th Middlesex*	*4/8/2025*
Danillo A. Sena	*37th Middlesex*	*4/16/2025*
Leigh Davis	*3rd Berkshire*	*5/12/2025*
Tara T. Hong	*18th Middlesex*	*6/20/2025*
Natalie M. Blais	*1st Franklin*	*9/3/2025*
Marcus S. Vaughn	*9th Norfolk*	*9/15/2025*
Lisa Field	*3rd Bristol*	*9/15/2025*
Marjorie C. Decker	*25th Middlesex*	*9/15/2025*
Amy Mah Sangiolo	*11th Middlesex*	*9/15/2025*

Carmine Lawrence Gentile	*13th Middlesex*	*9/15/2025*
Liz Miranda	*Second Suffolk*	*9/15/2025*
Patrick Joseph Kearney	*4th Plymouth*	*9/22/2025*
Kristin E. Kassner	*2nd Essex*	*11/3/2025*
James B. Eldridge	*Middlesex and Worcester*	*11/3/2025*

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HOUSE . . . . . No. 1694

By Representative Fluker-Reid of Boston, a petition (accompanied by bill, House, No. 1694) of Brandy Fluker-Reid and others relative to remedies for victims of economic abuse. The Judiciary.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act providing civil legal remedies for victims of economic abuse.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The General Laws are hereby amended by inserting after chapter 258F the following chapter:-

Chapter 258G. REMEDIES FOR VICTIMS OF ECONOMIC ABUSE

Section 1. Definitions

As used in this chapter, the following words shall, unless the context clearly requires otherwise, have the following meanings:

“Adequate Documentation” includes, but is not limited to, any of the following documents:

A police report that identifies the Debt incurred through Economic Abuse, or a portion thereof, and describes the circumstances under which such Debt was incurred;

A Federal Trade Commission identity theft report;

An order from a court of competent jurisdiction setting forth findings that the debt is a Debt incurred through Economic Abuse;

Written verification from a “Qualified Third Party” to whom the Debtor reported the Debt incurred through Economic Abuse, which shall be satisfied by any sworn statement that includes information identifying that the party is a Qualified Third Party, along with the letterhead, address, and telephone number of such Qualified Third Party's employer or, if self-employed, of such Qualified Third Party. Such written verification shall also identify the Economic Abuse, or a portion thereof, and describe the circumstances under which such Debt was incurred; or

Any other document that demonstrates a person was subject to Economic Abuse and which supports a Statement of Debt incurred through Economic Abuse including "Debt incurred through Economic Abuse," as defined.

“Creditor” means:

an individual or entity to whom a Debt is owed, due, or asserted to be due or owed;

any assignee for value;

a debt collector; or

a debt buyer.

“Debt” means an obligation, or an alleged obligation to pay money.

“Debt incurred through Economic Abuse” means a Debt or a portion thereof that was incurred because of identity theft, fraud, duress, intimidation, threat, force, coercion, manipulation, undue influence, misinformation, or the non-consensual use of the Debtor's personal identifying information within the context of abuse by a family member or household member as defined by G.L. c. 209A, sec 1 and abuse by a caretaker to an elder and/or person with a disability as defined by G.L. c. 265, §13K.

“Debtor” means an individual who owes or who is alleged to owe a Debt.

“Perpetrator of Economic Abuse” means an individual who causes or is alleged to have caused a Debt incurred through Economic Abuse to be incurred by another.

"Qualified third party" means any

police officer, as defined by section 1 of chapter 90C,

law enforcement professional including, but not limited to, a district attorney, assistant district attorney, a victim-witness advocate, or a probation or parole officer;

an employee of the Victims Services Unit of the department of criminal justice information services;

A healthcare provider, including but not limited to a physician, physician assistant, psychiatrist, psychologist, nurse, social worker, midwife, doula, therapist, or clinical professional counselor, who is licensed to practice in any state;

A person who advises or provides services to persons regarding domestic violence, family violence, human trafficking, or abuse of children, the elderly, or dependent adults;

an individual with knowledge of the circumstances who provides with specificity the Debtor's experience with Debt incurred through Economic Abuse; or

A member of the clergy of a church, religious society, or denomination.

"Statement of Debt incurred through Economic Abuse" means a statement made by a Debtor to a Creditor orally or in writing that conveys:

enough information about the Debt or portion thereof to allow a Creditor to identify the account associated with the Debt;

that the Debtor did not willingly authorize the use of the Debtor's name, account, or personal information for incurring the Debt or portion thereof, or a claim that a Debt or portion thereof is a Debt incurred through Economic Abuse;

if the debtor knows how the debt was incurred, facts describing how the debt was incurred; and

the Debtor's preferred contact method and information such as a phone number, email address, physical address, or safe address for either the Debtor or a third party to whom the Debtor would like communications from the Creditor about the Statement of Economic Abuse to be addressed.

Section 2. Creditor's Conduct Pursuant to a Debtor's Statement of Economic Abuse

(a) Within ten business days of receipt of a Debtor's Statement of Debt incurred through Economic Abuse, the Creditor must notify any consumer reporting agency to which the Creditor furnished adverse information about the Debtor, that the Debtor disputes the adverse information.

(b) If the consumer provides both a Statement of Debt incurred through Economic Abuse and Adequate Documentation to the Creditor, the Creditor shall take the following actions regarding the Debt incurred through Economic Abuse within 10 business days of receipt:

cease all attempts to collect the Debt incurred through Economic Abuse from the Debtor;

refrain from filing any lawsuit to collect the Debt incurred through Economic Abuse;

notify the Debtor in writing, if the Debtor's preferred method of communication allows, in English and Spanish that it is ceasing all attempts to collect the Debt from the Debtor based on the Debtor's claim of Debt incurred through Economic Abuse. The notice shall be provided to the Debtor using the Debtor's preferred contact method;

pending resolution of a motion by the Debtor to challenge the underlying judgment, cease all garnishment of funds from the Debtor on the Debt incurred through Economic Abuse;

if a collection action has already been filed, dismiss the action as against the Debtor;

return all payments made by the Debtor on the Debt incurred through Economic Abuse; and

contact any consumer reporting agency to which it furnished information about the Debtor and the Debt incurred through Economic Abuse and request they delete such information.

(c) If the Creditor seeks a court order in a court of competent jurisdiction declaring that the Debt was not incurred through Economic Abuse pursuant to Section 3(b), the actions required in Section 2(b)(v), (vi), and (vii) are only required within 10 days of a final resolution of the Creditor's challenge.

(d) If the Debtor provides to a Creditor a statement including some but not all of the information required of a Statement of Debt incurred through Economic Abuse, or an oral Statement of Economic Abuse incurred through Economic Abuse without Adequate Documentation, the Creditor shall notify the Debtor within 5 business days, using the Debtor's preferred contact method, of the additional information needed to complete the Statement of Debt incurred through Economic Abuse and of the Adequate Documentation requirement. If the Debtor provides a Statement of Debt incurred through Economic Abuse orally, the Creditor shall inform the Debtor of the option to receive the notice in writing.

(e) A Creditor who provides the Debtor with Model Form A–1, in both English and Spanish, complies with the requirement in Section 2(c) to notify the Debtor of the additional information needed to complete the Statement of Debt incurred through Economic Abuse and of the Adequate Documentation.

(f) Any written notices under this section must be provided to all Debtors in both English and Spanish. If the Creditor provides oral interpretation services, or otherwise communicates with the Debtor, whether orally or in writing, the creditor must provide the notice, orally or in writing, required under this subsection to the Debtor in their preferred language.

(g) Not later than 180 days after the date of the enactment of this section, the Massachusetts Attorney General's Office shall publish Model Form A-1 in English and Spanish.

(h) The Attorney General's Office may publish Model Form A-1 in any other language the Massachusetts Attorney General's Office determines is the first language of a significant number of consumers in the State. This determination shall be, at the discretion of the Massachusetts Attorney General's Office, based on the numerical percentages of all consumers

in the State for whom English or Spanish is not a first language or in a manner consistent with any regulations promulgated by the Massachusetts Attorney General's Office for this purpose.

(i) If the Debtor provides a Statement of Debt incurred through Economic Abuse and Adequate Documentation to the Creditor, the Creditor shall not sell the Debt or transfer it for consideration. If the Creditor does not own the Debt and is collecting the Debt for another, then the Creditor must notify the owner of the Debt that it has ceased collection activities against the Debtor because the Debt was incurred through Economic Abuse. If the Creditor proves that the debt is not a Debt incurred through Economic Abuse per section 3(b), it may then sell or transfer the debt and may resume collection activity.

(j) In connection with any communication related to a Debtor's Statement of Debt incurred through Economic Abuse, the Creditor:

Shall only use the contact information the Debtor provides in the Statement of Debt incurred through Economic Abuse to contact the Debtor and shall not use any other contact information;

Shall not disclose the contact information the Debtor provides in the Statement of Debt incurred through Economic Abuse to any other person, including, but not limited to, the Perpetrator of Economic Abuse or joint account holders, without the Debtor's express written authorization; and

May request that the Debtor provide the identity of the Perpetrator of Economic Abuse and contact information for that person if known by the Debtor.

Section 3. Civil Legal Remedies

(a) A Debtor is not liable for a Debt incurred through Economic Abuse. A Debtor may raise as a defense in any forum and by any allowable procedure that a particular Debt, or portion thereof, is a Debt incurred through Economic Abuse, including a motion to challenge a judgment based on a Debt incurred through Economic Abuse.

(b) The Debtor establishes a prima facie case that a debt is incurred through Economic Abuse by providing a Statement of Debt incurred through Economic Abuse and Adequate Documentation. If the Creditor has a good faith basis to believe that the Debt was not incurred through Economic Abuse, within 10 days of receipt of the Statement of Debt incurred through Economic Abuse and Adequate Documentation, the Creditor may seek a court order in a court of competent jurisdiction declaring that the Debt was not incurred through Economic Abuse. In such a suit, the Creditor has the burden to disprove the Debt is incurred through Economic Abuse.

(c) A person shall not cause another to incur a debt through Economic Abuse. A person who is found to be a Perpetrator of Economic Abuse by a court of competent jurisdiction shall be civilly liable to the Creditor for repayment of the alleged debt or to the Debtor to the extent that the Debtor made payments or incurred costs related to the Debt.

(d) A Creditor may use all lawful rights and remedies to collect the amounts alleged owed from the Perpetrator of Economic Abuse.

(e) In any court action, the court shall take appropriate steps necessary to prevent abuse of the Debtor or an immediate family member of the Debtor, including, but not limited to, impounding or sealing court records, redacting personally identifiable information about the

Debtor and any immediate family member of the Debtor, and directing that any deposition or evidentiary hearing be conducted remotely.

(f) Any Creditor that fails to comply with any provision of Section 2 is liable to the Debtor in an amount equal to the sum of --

Any actual damages sustained by the Debtor as a result of such noncompliance;

(i) In the case of any action by an individual, such additional damages as the court may allow, but not exceeding $5,000, indexed annually for inflation, or

(ii) In the case of a class action,

(A) such amount for each named plaintiff as could be recovered under subparagraph (i), and

(B) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000, indexed annually for inflation, or 50 per centum of the net worth of the Creditor;

(C) Court costs and a reasonable attorney's fee as determined by the court; and

(D) Punitive damages if the court finds that a Creditor's noncompliance was willful.

(g) No agreement between a Debtor and any other person may contain any provision that constitutes a waiver of any right conferred or cause of action created by this Act, and any such waiver is void.

(h) The provisions of this Act apply to lawsuits filed in this state, regardless of whether a related contract provides that the law of another state is chosen.

Section 4. Model Form

Model Form A-1 for Creditors to Provide to Debtors

[Creditor Name]

Address

Email address

Telephone number

Website URL or QR code where this form can be filled out online]

[Debtor's Name]

[Debtor's preferred contact information: debtor may provide a phone number, email address, physical address, or the address of a third party]

You have given us information about a debt that may have been taken out because someone used your personal information without your permission or because someone intimidated, threatened, forced, or manipulated you into taking out this debt.

For example, an abusive partner could take out a credit card or loan in your name without your knowledge or permission or pressure you into buying a car, television, computer, or other item on credit with threats of harm if you refuse.

Questions: To stop collection on this debt, you need to answer the questions below. If you do not know the answer, you can explain why you don't know the answer.

Did you sign for or agree to the debt?

If you did sign or agree to the debt, was it because someone threatened you or used intimidation, force, manipulation, theft, or other forms of control to take out the debt in your name? If yes, please describe how it happened.

If you did not sign or agree to the debt, do you know who used your information to take out the debt? If yes, please describe.

What is your preferred contact method and contact information? You can provide a phone number, email address, physical address, or a third party or other safe address.

Supporting Documentation: Please include any one of the documents below that show that the debt was taken out by someone who threatened you or used intimidation, force, manipulation, theft, or other forms of control to take out the debt in your name.

You only need to send one, but you can provide more than one.

a police report that includes information about the debt and how it was taken out;

a Federal Trade Commission identity theft report that you can complete yourself online at at idtheft.gov;

a court order that includes information about the debt and how it was taken out;

a written, sworn statement from a third party you talked with about this debt. The statement should include who they are, where they work, their contact information and information you talked with them about the debt and how it was taken out. The third party can be a:

Police officer or any other law enforcement officer;

Physician, physician assistant, psychiatrist, psychologist, social worker, nurse, therapist, or clinical professional counselor who is licensed to practice in any state;

Someone who advises or provides services to people regarding domestic violence, family violence, human trafficking, or abuse of children, the elderly, or dependent adults; or

Member of the clergy of a church, religious society, or denomination.

any other document such as a divorce decree, restraining order, protection from abuse order or other document that includes information about the debt and how it was taken out.

We need to receive your answers to the questions above and at least one document supporting your claim before we stop collecting on the Debt. Within 10 days after we receive this information, we will:

Stop all attempts to collect the Debt incurred through Economic Abuse from you;

Notify you in writing that we are stopping all attempts to collect the Debt from you; and

Refrain from filing any lawsuit against you for the Debt

We do have the right to challenge whether the Debt was incurred through Economic Abuse in Court within 10 days of receipt of your statement and supporting documents. If we challenge the Debt and the Court determines this is a Debt incurred through Economic Abuse, we will:

Contact consumer reporting agencies to which we gave information about you and the Debt incurred through Economic Abuse and request they remove the information from your credit report.

If a collection action has already been filed on this Debt, dismiss the action as against you and

Return all payments made by the you on the Debt

If we are garnishing funds based on a Debt incurred through Economic Abuse, you have the right to challenge the garnishment order in Court and ask the judge to prohibit garnishment of such funds.

If you have questions, please contact us at: Creditor's name, mailing address, phone number, and email address.

To find an attorney, go to https://www.masslegalhelp.org/find-lawyer

For more information, see [Citation to this Act]

SECTION 2. This act shall take effect January 1, 2026.