

**HOUSE . . . . . No.**

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**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:
<i>Brandy Fluker-Reid</i>	<i>12th Suffolk</i>	<i>1/16/2025</i>

**HOUSE . . . . . No.**

[Pin Slip]

**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:*

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

3 Chapter 258G. REMEDIES FOR VICTIMS OF ECONOMIC ABUSE

4 Section 1. Definitions

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

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

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

11 A Federal Trade Commission identity theft report;

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

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

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

24 “Creditor” means:

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

26 any assignee for value;

27 a debt collector; or

28 a debt buyer.

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

30 “Debt incurred through Economic Abuse” means a Debt or a portion thereof that was  
31 incurred because of identity theft, fraud, duress, intimidation, threat, force, coercion,

32 manipulation, undue influence, misinformation, or the non-consensual use of the Debtor's  
33 personal identifying information within the context of abuse by a family member or household  
34 member as defined by G.L. c. 209A, sec 1 and abuse by a caretaker to an elder and/or person  
35 with a disability as defined by G.L. c. 265, §13K.

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

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

39 "Qualified third party" means any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

84 and

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

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

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

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

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

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

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

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

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

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

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

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

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

133 Section 3. Civil Legal Remedies



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

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

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

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

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

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

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

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

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

162 (ii) In the case of a class action,

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

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

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

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

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

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

175 Section 4. Model Form

176 Model Form A-1 for Creditors to Provide to Debtors

177 [Creditor Name]

178 Address

179 Email address

180 Telephone number

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

182 [Debtor's Name]

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

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

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

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

193 Did you sign for or agree to the debt?

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

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

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

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

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

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

206           a Federal Trade Commission identity theft report that you can complete yourself online at  
207 at [idtheft.gov](http://idtheft.gov);

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

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

213           Police officer or any other law enforcement officer;

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

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

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

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

221

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

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

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

227 Refrain from filing any lawsuit against you for the Debt

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

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

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

237 Return all payments made by the you on the Debt

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

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

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

244 For more information, see [Citation to this Act]

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