SENATE DOCKET, NO. 1745 FILED ON: 1/16/2025

SENATE . . . . . No. 1147

The Commonwealth of Massachusetts

PRESENTED BY:

Robyn K. Kennedy

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:	
Robyn K. Kennedy	*First Worcester*	
Jason M. Lewis	*Fifth Middlesex*	*1/30/2025*
Patricia D. Jehlen	*Second Middlesex*	*2/19/2025*
John F. Keenan	*Norfolk and Plymouth*	*2/27/2025*
Vanna Howard	*17th Middlesex*	*3/4/2025*
Joanne M. Comerford	*Hampshire, Franklin and Worcester*	*3/20/2025*
Sal N. DiDomenico	*Middlesex and Suffolk*	*3/20/2025*
Pavel M. Payano	*First Essex*	*6/30/2025*
William J. Driscoll, Jr.	*Norfolk, Plymouth and Bristol*	*7/31/2025*
Liz Miranda	*Second Suffolk*	*9/15/2025*

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By Ms. Kennedy, a petition (accompanied by bill, Senate, No. 1147) of Robyn K. Kennedy, Jason M. Lewis, Patricia D. Jehlen, John F. Keenan and others for legislation to provide civil legal 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:

i. 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;

11 ii. A Federal Trade Commission identity theft report;

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

14 iv. Written verification from a “Qualified Third Party” to whom the Debtor reported
15 the 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 v. Any other document that demonstrates a person was subject to Economic Abuse
22 and which supports a Statement of Debt incurred through Economic Abuse including "Debt
23 incurred through Economic Abuse," as defined.

24 “Creditor” means:

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

27 ii. any assignee for value;

28 iii. a debt collector; or

29 iv. a debt buyer.

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

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

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

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

40 "Qualified third party" means any

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

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

44 iii. an employee of the Victims Services Unit of the department of criminal justice
45 information services;

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

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

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

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

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

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

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

62 iii. if the debtor knows how the debt was incurred, facts describing how the debt was
63 incurred; and

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

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

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

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

76 (1) cease all attempts to collect the Debt incurred through Economic Abuse from the
77 Debtor;

78 (2) refrain from filing any lawsuit to collect the Debt incurred through Economic
79 Abuse;

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

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

87 (5) if a collection action has already been filed, dismiss the action as against the
88 Debtor;

89 (6) return all payments made by the Debtor on the Debt incurred through Economic
90 Abuse; and

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

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

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

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

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

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

116 (h) The Attorney General's Office may publish Model Form A-1 in any other language
117 the Massachusetts Attorney General's Office determines is the first language of a significant
118 number of consumers in the State. This determination shall be, at the discretion of the
119 Massachusetts Attorney General's Office, based on the numerical percentages of all consumers
120 in the State for whom English or Spanish is not a first language or in a manner consistent with
121 any regulations promulgated by the Massachusetts Attorney General's Office for this purpose.

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

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

131 (1) Shall only use the contact information the Debtor provides in the Statement of
132 Debt incurred through Economic Abuse to contact the Debtor and shall not use any other contact
133 information;

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

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

140 Section 3. Civil Legal Remedies

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

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

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

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

159 (e) In any court action, the court shall take appropriate steps necessary to prevent abuse
160 of the Debtor or an immediate family member of the Debtor, including, but not limited to,
161 impounding or sealing court records, redacting personally identifiable information about the
162 Debtor and any immediate family member of the Debtor, and directing that any deposition or
163 evidentiary hearing be conducted remotely.

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

166 (1) Any actual damages sustained by the Debtor as a result of such noncompliance;

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

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

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

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

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

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

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

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

182 Section 4. Model Form

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

184 [Creditor Name]

185 Address

186 Email address

187 Telephone number

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

189 [Debtor's Name]

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

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

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

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

200 1. Did you sign for or agree to the debt?

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

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

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

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

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

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

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

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

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

220 1. Police officer or any other law enforcement officer;

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

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

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

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

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

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

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

234 ● Refrain from filing any lawsuit against you for the Debt

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

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

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

244 ● Return all payments made by the you on the Debt

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

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

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

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

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