Collection Risk Management Playbook: Practical Checklists for Collection Attorneys and Agencies[1]

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Practical Checklists for Collection Attorneys and Agencies

This handout is designed as a practical companion to the seminar. It is organized as a playbook plus checklists so attendees can use it after the presentation in day-to-day collection work.

Topics covered:

- FDCPA and Regulation F issue spotting
- California Rosenthal Act spillover review for California-connected matters
- Attorney, agency, and power-of-attorney authority lines
- Communication boundaries with represented parties
- Settlement authority and settlement documentation
- Privacy, data security, and redaction controls
- Pre-suit and litigation conduct that reduces counterclaim and sanctions risk

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[1] Handout Purpose

Program: Ethics and Risk Management for Collection Attorneys and Agencies
Document Type: Audience handout and post-program reference guide
Intended Use: Distribution to seminar attendees as a practical issue-spotting, workflow, and documentation resource
Working Audience: Collection attorneys, collection agencies, agency leaders, compliance teams, in-house collection counsel, outside counsel, managers, and legal support professionals

NATIONAL-DISTRIBUTION DISCLAIMER]

This playbook is designed for educational and risk-management use by collection attorneys and agencies operating throughout the United States. This handout is intended for educational use and practical risk management. It is not legal advice for any specific matter or jurisdiction. While the playbook emphasizes federal FDCPA and Regulation F baseline requirements and highlights California Rosenthal Act considerations, collection law varies significantly by state. Practitioners must independently verify:

- Statute of limitations periods and tolling rules under the law of the state governing the debt and the state where suit may be filed
- Licensing, registration, and bonding requirements in states where the collector is located, where the debtor resides, or where communications are sent
- Garnishment limits, exemptions, and procedures under applicable state law
- Venue and service-of-process rules under state civil procedure codes
- State-specific debt collection prohibitions under state mini-FDCPAs, unfair/deceptive acts and practices statutes, and consumer protection laws
- Data-breach notification triggers, timelines, and content requirements under each affected state's breach-notification statute
- Court redaction and privacy rules under local, state, and federal court rules
- Professional-conduct rules governing attorney and nonlawyer collector communications with represented and unrepresented persons

This playbook is not legal advice for any specific matter. Consult supervising counsel, ethics advisors, or legal research resources when state-law questions arise. When in doubt, pause and verify.

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Introduction and How to Use This Playbook

This handout is built for fast reference, not deep research. It is designed to help collection professionals identify when a file needs more review, when a communication should pause, what authority should be confirmed, and what documentation should be preserved.

The playbook reflects a national audience. Most of the principles are broadly applicable across collection practice. One recurring California-specific issue is Rosenthal Act spillover. Even when an attorney or agency is not based in California, a California debtor, guarantor, address, communication, venue, or account connection may justify a separate California review.

California's Rosenthal Act is codified in Civil Code §§ 1788 through 1788.33, and California legislation expanded the statute to address certain covered commercial debt and covered commercial credit transactions entered into, renewed, sold, or assigned on or after July 1, 2025. (See Cal Civ Code §1788.1, §1788.2, www.leginfo.legislature.ca.gov)

For federal consumer-debt collection, Regulation F implements the FDCPA and addresses communications, prohibited conduct, validation information, time-barred debts, disputes, and record retention. (See www.consumerfinance.gov)

How to use this handout

- Use the playbook sections for issue spotting and training.
- Use the checklists as file-opening, communication, settlement, and litigation controls.
- Adapt the workflows to your office procedures, client guidelines, powers of attorney, and jurisdiction-specific rules.

Quick Start Risk Map

Risk Area	Primary Question	First Control
Debt classification	What kind of debt is this?	Confirm consumer, commercial, or mixed-purpose
California spillover	Is there a California connection?	Flag for Rosenthal review
Authority	Who can approve action?	Confirm source and scope of authority
Represented party	Is the debtor or obligor represented?	Stop substantive contact and verify
Settlement	Is settlement authority current and documented?	Confirm amount, scope, and default terms
Privacy	Does the file contain sensitive data?	Limit access, redact, transmit securely
Litigation	Can the facts support what will be filed?	Re-verify identity, amount, documents, timing

Section 1. FDCPA and Rosenthal Act Spillover Playbook

1.1 Initial File Classification Checklist

Use this checklist before the first demand, call, email, litigation threat, or attorney review.

Icon	Review Item	Check
🗁	Identify whether the debt is consumer, commercial, or mixed-purpose	☐
👤	Confirm who the obligor is: individual, entity, sole proprietor, guarantor, or co-obligor	☐
🧾	Identify the source of the obligation: trade credit, finance agreement, lease, services, guaranty, judgment, or other	☐
🔍	Determine whether the debt purpose is clear from the file	☐
🏠	Check whether communications will go to a home address or personal phone/email	☐
🤝	Check for any personal guaranty	☐
📍	Check for any California debtor, guarantor, address, venue, or communication path	☐
📝	Confirm that the form letter or script matches the file type	☐
⚠	Pause if the account label and file facts do not match	☐
⚠ 🌴	For California files or California-connected obligors: Confirm total credit amount does not exceed $500,000 and whether trade-credit exception applies (Cal. Civ. Code § 1788.2(n) and See Cal. Civ. Code § 1788.2)	☐

1.2 California Connection Checklist

Use this when the file may touch California.

Icon	California Trigger	Check
🌴	Debtor resides in California	☐
🌴	Guarantor resides in California	☐
🌴	Business is based in California	☐
🌴	Communications will be sent into California	☐
🌴	Suit may be filed in California	☐
🌴	Contract was entered, performed, or breached in California	☐
🌴	File involves a California sole proprietor or natural-person business obligor	☐

	File may involve covered commercial debt or covered commercial credit under California law	☐

California Covered Commercial Debt Note: California's covered commercial debt provisions apply to natural-person guarantors of commercial credit up to $500,000, excluding trade credit. Effective July 1, 2025, such guarantors receive Rosenthal Act protections including validation, harassment prohibitions, venue restrictions, and time-barred debt disclosure requirements. Confirm classification before proceeding. (See Cal Civ Code § 1788.2, Cal Civ Code§ 1788.1)

1.3 First Communication Checklist

Icon	First Communication Control	Check
☑	Confirm the debtor or obligor identity	☐
☑	Confirm the balance and basis for the balance	☐
☑	Confirm whether the person is represented	☐
☑	Confirm authority to send the communication	☐
☑	Confirm that any attorney involvement statement is accurate	☐
☑	Validation notice complies with 15 U.S.C. § 1692g and 12 C.F.R. Part 1006 (consider using Model Form B-1 safe harbor)] (See 15 USCS § 1692g, 12 CFR 1006.34, 12 CFR 1006.34)	☐
☑	California assigned-debt files: First written communication includes prominent 12-point notice of right to request documentation (See Cal. Civ. Code § 1788.14.5(e))	☐
☑	Initial written and oral communications include required disclosure that collector is attempting to collect a debt and information will be used for that purpose (See 12 C.F.R. § 1006.18(e); 15 USCS § 1692e)	☐
⃠	Do not threaten suit without authority	☐
⃠	Do not state amounts that cannot be supported	☐
⃠	Do not use unsupported deadlines or consequences	☐
⃠	Do not threaten remedies not presently available	☐
⃠	Do not imply criminal consequences for nonpayment	☐

1.4 Litigation Threat Checklist

Icon	Pre-Threat Review	Check
⚖	Authority to threaten or file suit is confirmed	☐
🗎	Contract, guaranty, statements, invoices, or assignment support the claim	☐
🖩	Balance has been rechecked	☐
⌛	Statute of limitations under governing state law has been reviewed; Verify that debt is not time barred under 12 C.F. R §1006.26. (2026)	☐
🏛	Venue and jurisdiction have been checked	☐
📬	Any required pre-suit notices or conditions have been satisfied	☐
🌴	California review completed if there is a California connection	☐
🌴	California time barred files: Required written disclosure provided per Cal Civ. Code §1788.14(d) (different language depending on FCRA obsolescence status)	☐

State Law Statute of Limitations Advisory:

Statute of limitations periods for consumer and commercial debt vary by state and debt classification (e.g., written contract, open account, promissory note, oral contract). Tolling rules, revival doctrines, and acknowledgment-of-debt rules also differ. Practitioners must research the applicable limitations period under the governing state law for each account. Federal Regulation F prohibits bringing or threatening to bring legal action on time-barred debt, but determining whether debt is time-barred requires state-law analysis. Do not rely on client-provided statute-of-limitations dates without independent verification.(See 12 CFR 1006.26 (2026).)

1.5 Core Source Notes

The FDCPA appears in 15 U.S.C. 1692 et seq., and Regulation F appears at 12 C.F.R. Part 1006. CFPB resources describe Regulation F as covering communications, prohibited conduct, validation information, time-barred debts, disputes, state exemption programs, and record retention. California's Rosenthal Act appears in California Civil Code §§1788 through 1788.33, including amendments affecting certain covered commercial debt and covered commercial credit. (www.govinfo.gov)

Section 2. Authority, Role Boundaries, and UPL Controls

2.1 Source of Authority Checklist

This section assumes a practical reality in collection practice: some agencies have delegated settlement authority and some operate under a power-of-attorney. The risk issue is not the mere existence of authority. The risk issue is whether the authority is **clear, current, documented, and used accurately**.

Icon	Authority Question	Check
	Is there a written collection agreement?	☐
	Is there a power of attorney?	☐
	Does the power of attorney cover this file and this action?	☐
	Does authority include compromise of principal?	☐
	Does authority include compromise of interest, costs, or fees?	☐
	Does authority include settlement?	☐
	Does authority include dismissal, release, satisfaction, or stipulation rights?	☐
	Are there percentage or dollar thresholds?	☐
	Is the authority still current?	☐
	Is the authority document preserved in the file?	☐
	Authority document specifies governing law and forum for disputes over authority scope	☐
	Authority document specifies arbitration or mediation requirements	☐

2.2 In-House Counsel and Agency Counsel Checklist

Some agencies, including agencies handling California work, may have in-house attorneys. Use this checklist to keep legal and operational lines clear.

Icon	Counsel Role Question	Check
	Is the attorney licensed where legal services are being rendered?	☐
	Is the attorney acting in a legal role or business role in this communication?	☐
	Are legal conclusions being given only by counsel?	☐
	Are nonlawyer staff appropriately supervised?	☐
	Is the communication clear about who is speaking and in what capacity?	☐
	Are confidentiality and conflict rules being observed?	☐
	Is the client relationship clear in the file?	☐

2.3 Nonlawyer Communication Guardrails

Avoid Saying	Why It Creates Risk	Better Approach
“We will sue you.”	Implies legal decision or authority	“The file is under review for next steps.”
“You have no defense.”	Legal conclusion	“I cannot provide legal advice.”
“The law requires you to pay.”	Overstates legal analysis	“I can provide the account information we have.”
“We can garnish your wages.”	May imply unavailable remedy	“Available remedies depend on legal process and review.”
“You should not contact a lawyer.”	Interferes with representation rights	“You may consult counsel if you wish.”
“The court will side with us.”	Predicts outcome	“I cannot predict a legal outcome.”
CA Specific: "This account is being handled by our legal department."	False representation under Cal. Civ. Code § 1788.13(h) if not true	Use actual department name; avoid "legal" unless accurate
CA Specific: "You may be reported to credit bureaus."	False representation under Cal. Civ. Code § 1788.13(f) if not true or debt is time-barred past obsolescence	“We may report this account as permitted by law."
CA Specific: "Additional fees and interest will be added."	False representation under Cal. Civ. Code § 1788.13(e) if not legally authorized	"Interest and fees accrue as provided in the agreement."
CA Specific: “We are affiliated with [government agency]”	False representation under Cal. Civ. Code § 1788.13(d)	Omit government references unless true and relevant

Section 3. Represented-Party Communication Controls

ABA Model Rule 4.2 states that, in representing a client, a lawyer must not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter unless the other lawyer consents or the communication is authorized by law or court order. ABA commentary explains that the rule protects against overreaching and that a lawyer must terminate communication if the lawyer learns the person is one with whom communication is not permitted. (See www.americanbar.org)

National Variations Caution:

Practitioners must confirm the specific text and scope of their jurisdiction's no-contact rule, as states may impose broader restrictions or different exceptions. For example, some jurisdictions extend the rule to pre-litigation debt collection communications, while others apply it only after litigation commences. Consult your jurisdiction's rules of professional conduct and applicable case law.

Authorized-by-Law Exception:

The 'authorized by law' exception in Rule 4.2 may permit limited communication necessary to comply with statutory obligations, such as sending a validation notice under 15 U.S.C. § 1692g. However, this exception is narrow, and practitioners should seek supervisory or ethics-counsel guidance before communicating with a represented person absent consent. Do not interpret 'authorized by law' broadly to include routine collection demands. (See 15 USCS § 1692g.)

3.1 Stop, Verify, Document Checklist

Icon	Immediate Action When Someone Says "I Have a Lawyer"	Check
	Stop substantive discussion	☐
	Ask for the attorney's contact information	☐
	Document the statement immediately	☐
	Flag the account or file	☐
	Route future substantive communications through counsel	☐
	Escalate internally before further contact	☐
	Consult supervising attorney or ethics counsel if statutory validation notice or other legally required communication must be sent to represented person	☐

3.2 High-Risk Communication Topics

Icon	Topic to Avoid Directly With a Represented Person	Check
	Settlement terms	☐
	Payment demands	☐
	Threats of suit or litigation position	☐
	Discussion of defenses	☐
	Requests for admissions or concessions	☐
	Communications designed to bypass counsel	☐

3.3 Documentation Checklist

Icon	Document This in the File	Check
	Date and time notice was received	☐
	Name of attorney	☐
	Contact information for attorney	☐
	Source of the information	☐
	Staff member who received the notice	☐
	Instructions given to staff	☐
	File flag or stop-contact coding added	☐
	Any communication sent after notice and why	☐
	Date and content of any subsequent communication sent after representation notice and legal basis for sending (e.g., court-ordered notice, validation notice, consent	☐

Section 4. Settlement Authority and Documentation Playbook

4.1 Before Making or Accepting an Offer

Icon	Settlement Control	Check
	Confirm who has settlement authority	☐
	Confirm the source of that authority	☐
$	Confirm the exact amount range authorized	☐
	Confirm payment deadline	☐
	Confirm treatment of interest, costs, and fees	☐
	Confirm release, dismissal, or judgment terms	☐
	Confirm default consequences	☐
	Confirm whether client signoff, agency signoff, or power-of-attorney signoff is required	☐
	Confirm the authority is documented in the file before communicating acceptance	☐
☑	Confirm settlement does not waive consumer's statutory or common-law claims unless expressly authorized and disclosed	☐

4.2 Settlement Terms Often Missed

Icon	Often-Missed Term	Check
⚠	Default provision	☐
	Grace period	☐
	Payment method	☐
	Treatment of partial, late, or reversed payments	☐
	Release scope	☐
	Dismissal timing or satisfaction timing	☐
	Interest, costs, and fees treatment	☐
	Signature authority	☐

4.3 Settlement Documentation to Preserve

Icon	Preserve in File	Check
🗀	Written settlement agreement	☐
📧	Email confirmation	☐
📜	Power of attorney or delegated authority record	☐
📄	Authority note or matrix	☐
📅	Payment schedule	☐
🏛	Stipulation, dismissal, or satisfaction	☐
💵	Payment confirmation	☐
⚠	Default notice, if used	☐
🏅	Proof of authority to execute settlement (delegation memo, power of attorney, client email approval)]	☐

4.4 Negotiation Phrases to Avoid

Avoid	Why Risky	Better Practice
“This offer is approved.” when authority is not confirmed	Misstates authority	“I will confirm authority and respond.”
“My client will definitely accept.”	Overstates certainty	“I can submit that proposal for review.”
“You have no defenses.”	Legal conclusion	“I cannot give legal advice.”
“Pay today or else.”	Coercive and vague	“Here are the current options available.”
“We will ruin your credit.”	Threat-based language	State only accurate, authorized consequences if applicable
“The judge will make you pay more.”	Predicts result	Avoid speculation
"This settlement offer is only good for 24 hours." (during validation period)	May overshadow consumer's right to dispute debt or request creditor information under 12 C.F.R. § 1006.38(b)]	"This proposal is available for [reasonable period];you may review your validation notice and respond."]

Section 5. Privacy, Data Security, and Redaction Controls

ABA Model Rule 1.6 prohibits revealing information relating to representation absent consent, implied authorization, or a permitted exception, and Rule 1.6(c) requires reasonable efforts to prevent inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation. The comments also note that other laws may impose additional data-privacy or breach-notification obligations. (See www.americanbar.org)

State Data-Breach Notification Caution:

Practitioners must also comply with applicable state data-breach notification statutes, which vary in scope, timing, and content requirements. Consult your jurisdiction's breach-notification law and your firm's or agency's incident-response protocol. In multi-state operations, the breach-notification obligation may be triggered in multiple jurisdictions depending on debtor residence and data location.

5.1 Sensitive Information Checklist

Icon	Common Sensitive Information in Collection Files	Check
	Social Security numbers	☐
	Bank account information	☐
	Credit applications	☐
	Personal guarantees	☐
	Employment or payroll information	☐
	Financial statements	☐
	Tax information	☐
	Medical or insurance information	☐
	Personal addresses and personal contact data	☐
	Driver's license or state ID numbers	☐
	Passport Numbers	☐
	Biometric data	☐

5.2 Data Security Mistake Checklist

Icon	Common Operational Mistake	Check
	Emailing the wrong recipient	☐
	Sending unencrypted attachments	☐
	Retaining unnecessary personal information	☐
	Shared logins or weak access controls	☐
	Using unapproved file storage locations	☐
	Sending entire files when only excerpts are needed	☐

5.3 Secure Transmission Checklist

Icon	Secure Transfer Control	Check
	Confirm recipient identity	☐
	Limit transmission to need-to-know recipients	☐
	Use a secure portal when available	☐
	Use password-protected files where appropriate	☐
	Send the minimum necessary information	☐
	Log the transfer in the file or system	☐

5.4 Filing Redaction Checklist

Federal Rule of Civil Procedure 5.2 requires redaction of Social Security numbers (last four digits only), taxpayer IDs (last four digits), dates of birth (year only), financial account numbers (last four digits), and minor children's names (initials only). State courts may have parallel or broader requirements. Review applicable court rules before filing.

Icon	Review Before Public Filing	Check
	Social Security numbers	☐
	Taxpayer identification numbers	☐
	Financial account numbers	☐
	Dates of birth	☐
	Names of minor children, if applicable	☐
	Private addresses where protected or inappropriate	☐
	Confidential business information	☐
	Medical or insurance information	☐
	Sensitive identifiers embedded in exhibits	☐
	Email addresses and phone numbers reviewed for necessity (some courts require redaction of personal contact information)	☐

5.5 Incident Response Checklist

Icon	If a Possible Breach or Misdirected Email Occurs	Check
	Escalate immediately	☐
	Preserve facts and do not delete evidence	☐
	Identify exactly what was disclosed	☐
	Identify who received it and whether it was accessed	☐
	Notify responsible internal personnel	☐
	Assess legal, contractual, ethical, and client-notice obligations	☐
	Mitigate further disclosure	☐
	Document the response and follow-up	☐
	State data-breach notification statutes applicable to each affected individual's residence	☐
	Breach-notification timelines (range: immediate to 90 days depending on state	☐
	Content requirements (substitute notice, credit monitoring, agency notification)	☐
	Contractual client-notification provisions under collection agreement or power of attorney	☐
	Ethical duties under ABA Model Rule 1.6(c) and applicable state professional-conduct rules	☐
	Regulatory reporting obligations (if collector is licensed or regulated)	☐

Section 6. Pre-Suit and Litigation Risk Reduction

6.1 Pre-Suit Review Checklist

Icon	Verify Before Filing	Check
	Correct debtor identity	☐
	Correct legal entity name and capacity	☐
	Contract, guaranty, invoices, statements, or assignment support	☐
	Amount owed and interest calculation	☐
	Standing or claim ownership	☐
	Statute of limitations	☐
	Venue and jurisdiction	☐
	Required notices or conditions precedent	☐
	Known disputes or defenses	☐
	California connection requiring Rosenthal review	☐
	California covered commercial debt guarantor files: Venue confirmed under Cal. Civ. Code § 1788.15(c) (county where nonnatural person obligor is located) [See Cal Civ Code § 1788.15]	☐

6.2 Counterclaim Trigger Checklist

Icon	Conduct That Commonly Creates Exposure	Check
	Suing the wrong person	☐
	Inflating the amount due	☐
	Ignoring disputes	☐
	Filing time-barred claims	☐
	Seeking unsupported fees or remedies	☐
	Continuing without reassessing after facts change	☐
	Seeking remedies or damages not authorized by agreement or statute (15 U.S.C. § 1692f(1))	☐
	California: Failing to provide assigned-debt documentation within 30 days of request (Cal. Civ. Code § 1788.14.5(c))	☐

6.3 Credible Dispute Response Checklist

Icon	Response Step	Check
	Pause automatic escalation	☐
	Investigate the dispute	☐
	Review documents and account notes	☐
	Notify the client or authorized agency representative	☐
	Reassess the claim and remedies	☐
	Amend, narrow, stay, or dismiss if needed	☐
	Document the review and decision	☐
	Whether dispute was submitted in writing during the validation period (triggers 15 U.S.C. § 1692g(b) and 12 C.F.R. § 1006.38(d)(2) verification requirement)	☐
	Whether verification has been sent (if required)	☐
	Whether dispute is duplicative under 12 C.F.R. § 1006.38(d)(2)(ii) (if so, notify consumer and refer to earlier response	

6.4 Pleading and Court Conduct Checklist

Icon	Litigation Control	Check
	Confirm evidentiary support before filing	☐
	Review pleadings carefully	☐
	Avoid unsupported boilerplate allegations	☐
	Correct errors promptly	☐
	Comply with court rules and deadlines	☐
	Request only relief that is legally available	☐
	Be professional with opposing counsel and self-represented parties	☐
	Document agreements and continuances	☐
	California debt buyer matters: Confirm compliance with Cal. Civ. Code § 1788.50 et seq. (debt buyer licensing, documentation, and substantiation requirements)	☐

Section 7. Master Pause-and-Review Triggers

Trigger	Why It Matters
Debt purpose is unclear	Classification problem
Account looks commercial but involves an individual	Possible consumer or spillover issue
California address, guarantor, venue, or communication	Rosenthal review trigger
Debtor says they have a lawyer	Represented-party controls
Threat of suit requested quickly	Authority and support must be checked
Settlement proposed but scope of authority is unclear	Approval risk
File contains SSNs, bank data, payroll, or medical information	Privacy risk
Public filing will attach account exhibits	Redaction risk
Credible dispute raised	Reassessment required
Balance or fee calculation is uncertain	Misstatement risk

Debtor submits written dispute or documentation request during validation period. § 1006.38 Disputes and requests for original-creditor information.	Statutory verification and cessation obligations (15 U.S.C. § 1692g(b); 12 C.F.R. § 1006.38(d))
Collector receives notice of consumer bankruptcy filing	Automatic stay; discharge implications; proof-of-claim requirements
Account balance or accrued interest c**alculation cann**ot **be verified fr**om available documents	Risk of inflating debt (15 U.S.C. § 1692e, § 1692f(1))
California: Assigned-debt file and debtor requests document**ation under Cal. Civ. Co**de § 1788.14.5]	30-day response deadline; collection must cease if not timely provided **(**Cal Civ Code § 1788.14.5)
California: Covered commercial debt file and litigation cont**emplated]**	Venue restriction applies (Cal. Civ. Code § 1788.15(c)); confirm county of nonnatural person obligor
Multi-state collection and state-law research not confirmed	Statute of limitations, garnishment limits, licensing, and venue rules vary by state

Section 8. Master File Documentation Checklist

Icon	Preserve in the File	Check
🗀	Collection agreement or placement terms	☐
📜	Power of attorney	☐
📌	Authority matrix or settlement authority notes	☐
📃	Account classification notes	☐
🌴	California review notes if applicable	☐
🗎	Contract, guaranty, invoices, statements, assignment	☐
💵	Payment history	☐
🖂	Demand letters and emails	☐
☎	Call notes	☐
⚠	Dispute communications	☐
👨‍⚖️	Representation notices and counsel contact info	☐
🏛	Litigation authorization	☐
🤝	Settlement agreement and payment records	☐
🔐	Data incident notes and remediation steps	☐
✂	Redaction review notes for filings	☐
🎗	Validation notice and proof of delivery (15 U.S.C. § 1692g; 12 C.F.R. § 1006.34)]	☐
🎗	Verification documents sent in response to written dispute (12 C.F.R. § 1006.38(d)(2))	☐
🌴	California assigned-debt files: Documentation request, response, and delivery confirmation (Cal. Civ. Code § 1788.14.5(c))	☐
🌴	California time-barred files: Copy of time-barred debt disclosure letter with date sent (Cal. Civ. Code § 1788.14(d))	☐
🏛	Statute of limitations research memo or chart showing applicable law, accrual date, tolling analysis, and expiration date	☐
🎗	License verification records (state debt collector license, attorney admission, agency registration)	☐

Section 9 CALIFORNIA CONNECTION GATEWAY CHECKLIST

Use this checklist whenever any California element is present: debtor residence, guarantor residence, business location, communication destination, contract performance location, or contemplated venue.

Threshold Classification:

☐ Debt is consumer debt under federal FDCPA or covered commercial debt under Cal. Civ. Code § 1788.2(n) (natural-person guarantor; total credit ≤ $500,000; not trade credit) (See Cal Civ Code § 1788.2)

☐ Debt was entered into, renewed, sold, or assigned on or after July 1, 2025 (if covered commercial debt) (See Cal Civ Code §1788.1)

First Written Communication:

☐ Validation notice complies with 12 C.F.R. § 1006.34 (Model Form B-1 recommended) (See 12 CFR 1006.34)

☐ If assigned debt: Prominent 12-point notice of right to request documentation included (See Cal. Civ. Code § 1788.14.5(e))

☐ If non-English initial oral contact: Notice in that language sent within 5 business days (See Cal. Civ. Code § 1788.14.5(e)(2))

☐ Written/digital communication displays California debt collector license number in ≥12-point type (See Cal. Civ. Code § 1788.11(f) (if applicable))

Time-Barred Debt:

☐ If debt is time-barred: Required California disclosure sent per Cal. Civ. Code § 1788.14(d)

☐ Confirm FCRA obsolescence status (15 U.S.C. § 1681c(a)) to select correct disclosure language

☐ No threat or filing of legal action (See 12 C.F.R. § 1006.26(b))

Documentation Requests:

☐ If debtor requests documentation under Cal. Civ. Code § 1788.14.5: Respond within 30 days or cease collection

☐ Preserve request, response, and delivery confirmation in file

Litigation:

☐ Venue confirmed under Cal. Civ. Code § 1788.15(b) (debtor's residence or incurring county) or, if covered commercial debt guarantor, § 1788.15(c) (nonnatural person obligor's county)

☐ Service of process legally effected (See Cal. Civ. Code § 1788.15(a))

☐ Pleadings and communications comply with Cal. Civ. Code § 1788.13 prohibitions (false attorney representation, false government affiliation, false fee statements, false litigation threats)

License and Registration:

☐ Confirm California debt collector license held (if applicable) and current

☐ License number disclosed on request and in written/digital communications (Cal. Civ. Code § 1788.11(b), (f))

Source Reference Guide

Use these core sources for legal research and office policy cross-checking:

Topic	Source
FDCPA statute	15 U.S.C. 1692 et seq. on GovInfo and U.S. Code resources (govinfo.gov)
Regulation F	CFPB interactive regulation for 12 C.F.R. Part 1006 (consumerfinance.gov)
False or misleading collection representations	CFPB Regulation F section 1006.18 (consumerfinance.gov)
California Rosenthal Act	California Legislative Information, Civil Code sections 1788-1788.33 (leginfo.legislature.ca.gov)
Regulation F validation information and Model Form B-1]	12 C.F.R. § 1006.34 and Appendix B (consumerfinance.gov)] (See § C.F.R. § 1006.34 Notice for validation of debts.
Time-barred debt prohibition	12 C.F.R. § 1006.26 (2026) (consumerfinance.gov)]
Dispute and verification requirements	15 U.S.C. § 1692g; 12 C.F.R. § 1006.38
California covered commercial debt amendments	California SB 1286 bill text and statutory amendments and California AB1521 which amended SB 1286 and included trade credit as an exception to covered commercial debt (www.leginfo.legislature.ca.gov)
California covered commercial debt definition and thresholds	Cal. Civ. Code § 1788.2(n) (leginfo.legislature.ca.gov)]
California venue restrictions—covered commercial debt	Cal. Civ. Code § 1788.15 (leginfo.legislature.ca.gov)
California time-barred debt disclosure	Cal. Civ. Code § 1788.14(d) (leginfo.legislature.ca.gov)
California assigned-debt documentation notice	Cal. Civ. Code § 1788.14.5 (leginfo.legislature.ca.gov)
California debt buyer liability	Cal. Civ. Code § 1788.62 (leginfo.legislature.ca.gov)
California prohibited representations	Cal. Civ. Code § 1788.13 (leginfo.legislature.ca.gov)
California license number disclosure	Cal. Civ. Code § 1788.11 (leginfo.legislature.ca.gov)
ABA confidentiality rule	ABA Model Rule 1.6 and comments (americanbar.org)
ABA represented party rule	ABA Model Rule 4.2 and comments (americanbar.org)
Federal electronic case privacy and redaction and Federal Court redaction	U.S. Courts privacy policy and district-court redaction guidance (uscourts.gov) and Fed. R. Civ. P. 5.2