

2007 DRAFTING REQUEST

Bill

Received: **09/24/2007**

Received By: **rnelson2**

Wanted: **As time permits**

Identical to LRB:

For: **Karl Van Roy (608) 266-0616**

By/Representing: **Tanya**

This file may be shown to any legislator: **NO**

Drafter: **rnelson2**

May Contact:

Addl. Drafters:

Subject: **Courts - miscellaneous**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.VanRoy@legis.wisconsin.gov**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Satisfaction of debt

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
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/P1	rnelson2 09/27/2007	bkraft 09/28/2007	rschluet 10/01/2007	_____	sbasford 10/01/2007		
/1	rnelson2 11/07/2007	bkraft 11/12/2007	rschluet 11/12/2007	_____	lparisi 11/12/2007		
/2	rnelson2 11/13/2007	bkraft 11/16/2007	nmatzke 11/16/2007	_____	sbasford 11/16/2007	lparisi 01/08/2008	

FE Sent For: N/A

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12 bjk 11/16 nwn 11/16 nwn/ag 11/16

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FE Sent For:

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see 804.19 +

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/?	rnelson2	/Pl bjk 9/28					
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Handwritten signature and initials: bjk, 9/28, and a large scribble with '10/17' written below it.

FE Sent For:

<END>

Nelson, Robert P.

From: Hein, Tanya
Sent: Monday, September 24, 2007 2:23 PM
To: Nelson, Robert P.
Subject: Bill Drafting Request - filing/reporting satisfaction upon payment of a debt.

Bob,

Ron Sklansky referred me to you as the person to draft our bill idea.

It has come to our attention that businesses will either put a derogatory on a customer's credit report for an unpaid debt or get a judgment against the customer for an unpaid debt. However, when the person pays the debt, the business does not file a satisfaction of the debt with the court or let the credit bureau know that the person has paid the debt. This leads to much trouble for these customers later on.

These customers may go to get a loan, and find out that their record shows an unpaid debt or judgment against them. Often the debt was paid years earlier and they have difficulty finding the necessary documents to prove they paid off the debt. They must spend a lot of time and money clearing up their name.

Since many insurance companies use credit scoring to determine insurance rates, these individuals may also be paying higher insurance rates without their knowledge due to derogatory credit history that is inaccurate. This is not fair.

SOLUTION: The business is required to file / report satisfaction of a debt.

Any business that has a judgment against another for a debt owed, that business must file a satisfaction of that debt once the person has cleared up the debt. Similarly, any business that has contacted a credit bureau to report an unpaid debt by a customer, that business must also contact the credit bureau to report the satisfaction of the debt once the person has cleared up the debt. For both of these, the debt should be deemed satisfied in full if the business and the debtor mutually agree on a settlement at an amount less than was originally owed. I believe we should put in a mandatory maximum time frame in which the business must file or report the satisfaction. Do you have any suggestions? Perhaps within 10 days? I believe we should have some sort of penalty on the business for not filing/reporting the satisfaction of the debt. Do you have any suggestions?

Do you know if any other states have done similar legislation??

Thanks for your assistance!

Tanya R. Hein
Legislative Aide

~~~~~  
State Representative Karl Van Roy  
123 West, State Capitol  
P.O. Box 8953  
Madison, WI 53708  
Tel: 608-266-0616  
Fax: 608-282-3690



using predesignated codes. If the codes do not provide an adequately complete response, the furnisher should supplement the codes with appropriate additional information.

The nationwide consumer reporting agencies maintain an automated clearinghouse, as required by law, for furnishers to use to report the results of investigations which find inaccurate or incomplete information.<sup>204</sup> Furnishers are not required to use this automated clearinghouse but are strongly urged to, or are required to, do so by the major reporting agencies. Consequently most results are reported electronically, using the clearinghouse, and in response to the automated version of the Consumer Dispute Verification form (ACDV).

### **3.13 Consumer Reporting Agency Use of Furnisher Report**

A consumer reporting agency must act upon receiving the furnisher's report of its investigation results and upon completing its own reinvestigation. The consumer has to be notified by the agency of the investigation results. If the disputed information has not been verified in timely fashion, it must be deleted from future reports. If the information is later reinserted, the consumer must again be notified. If the item was found by the furnisher or by the agency itself to be inaccurate or incomplete, it must be corrected and updated. If the agency finds that no change is required and the consumer continues to dispute the matter, the consumer can file a Statement of Dispute for inclusion in later reports or consider litigation if the agency or furnisher has failed to act appropriately.

These obligations of consumer reporting agencies are discussed in §§ 7.3, 7.4, and 7.5, *infra*, and the right of a consumer to file a "Statement of Dispute" is discussed in § 7.6, *infra*.

### **3.14 Creditor and Furnisher Liability for Information Furnished to Consumer Reporting Agencies**

preempted. An attorney seeking recourse from a creditor for furnishing inaccurate or incomplete information to a reporting agency has to make a sharp distinction between information furnished by the creditor as part of its ordinary course of business or otherwise, and the failure to investigate a dispute communicated by a consumer reporting agency.

#### **3.14.2 No Private Enforcement of FCRA Obligations to Furnish Accurate and Complete Information**

Although private enforcement is the hallmark of the FCRA, the standards for furnishers initially providing information to consumer reporting agencies may not be enforced under the FCRA by consumer litigation for damages.<sup>205</sup> The Act provides for civil liability for negligent or willful noncompliance with any provision of the FCRA.<sup>206</sup> However, the section on the responsibilities of furnishers states that the civil liability sections do not apply to any failure to comply with FCRA § 623(a), 15 U.S.C. § 1681s-2(a), the subsection which enumerates the five reporting standards for furnishers.

The five standards for the furnishing of complete information to consumer reporting agencies include duties to be accurate, to update and correct information, to note when the consumer disputes information, to indicate when a consumer has voluntarily closed an account, and to note the initial date of delinquency so that obsolete information will not be reported after seven years. Each of these requirements is, as discussed above, immune from private enforcement under the FCRA.

In addition, state laws are generally preempted.<sup>207</sup> Although there is no private FCRA liability for violations of these initial reporting standards, the possibility of tort liability is discussed below.<sup>208</sup>

<sup>205</sup> 15 U.S.C. §§ 1681s-2(c) and (d); *Nelson v. Chase Manhattan Mortgage Corp.*, 282 F.3d 1057 (9th Cir. 2002); *Washington v. CSC Credit services, Inc.*, 199 F.3d 263 (5th Cir. 2000); *Aklagi v. NationsCredit Financial Services Corp.*, 196 F. Supp. 2d 1186 (D. Kan. 2002); *Hasvold v. First USA Bank, N.A.*, 194 F. Supp.

208 See § 3.14.3, *infra*. Note also that in a state law breach of  
207 See §§ 10.2.3.2, 10.4.4, *infra*.  
206 See Ch. 11, *infra*.  
statutory limitation).

action without apparent awareness of the explicit contrary  
WL 433932 (N.D. Miss. June 3, 1988) (finding private cause of  
1999). *But see* Gesslin v. Nissan Motor Acceptance Corp., 1998  
v. Maine Medical Center, 1999 WL 33117137 (D. Me. Mar. 18,  
2000 U.S. Dist. LEXIS 21087 (D. Minn. Aug. 4, 2000); Brown  
Ill. 2000); Johnson v. United States of Am.-Dept. of Defense,  
1, 2000); Ryan v. TransUnion Corp., 2000 WL 1100440 (N.D.  
v. Stonebrook Apartment, 2000 WL 1682979 (M.D.N.C. June  
Bank of New York, 2001 WL 849700 (W.D. Pa. 2001); Banks  
ery, L.L.C., 131 F. Supp. 2d 1275 (M.D. Ala. 2001); Fino v. Key  
2d 1228 (D. Wyo. 2002); Yelder v. Credit Bureau of Montgom-  
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The single most important fact about furnisher liability is  
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and others who furnish information to consumer reporting  
agencies is virtually eliminated except when the furnisher  
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mation in response to a notice of dispute received, not from  
the consumer, but from a consumer reporting agency. While  
tort liability may be available, state law claims are otherwise

## 3.14.1 Overview Consumer Reporting and Furnisher Liability for Information Furnished to Creditor Reporting Agencies

7.6, *infra*.  
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These dispute and reinvestigation procedures present bright-line obligations for reporting agencies. The maintenance of reasonable procedures is not a defense to a failure to fulfill these obligations. Nor should it be difficult to show that failure to fulfill these specific obligations was negligent or willful in most cases.<sup>85</sup> Nevertheless, issues will arise as to negligence. For example, is an agency negligent if it believes (incorrectly) that it has reasonable grounds for treating a dispute as frivolous? Has the degree of diligence in the reinvestigation inquiry been sufficient? How much reliance may the agency continue to place on the party who furnished the disputed information? While the total failure to follow prescribed reinvestigation procedures is almost certainly negligent, or willful, the actual practice can raise serious, triable questions of reasonableness.<sup>86</sup>

### 10.2.3 FCRA Claims Against Creditors and Others Who Furnish Information to Reporting Agencies

#### 10.2.3.1 General

Most information in credit reports is furnished to consumer reporting agencies by creditors. Creditors, and others who furnish information to the agencies, are subject to several FCRA requirements regarding accuracy and completeness of the information provided.<sup>87</sup> However, a consumer who has been injured by false or misleading information furnished by creditors can bring no claim under the FCRA except for claims relating to reinvestigation of disputes conveyed by reporting agencies.<sup>88</sup>

Nevertheless, creditors and others who furnish information to reporting agencies are required to participate in any reinvestigation conducted by an agency concerning the accuracy or completeness of that information, including steps to correct erroneous information. The notice triggering a furnisher's obligation to investigate usually will come from

85 *Cousin v. Trans Union Corp.*, 246 F.3d 359 (5th Cir. 2001) (allowing inaccurate information back into a consumer report after deleting it because of its inaccuracy is negligent); *Pinner v. Schmidt*, 805 F.2d 1258 (5th Cir. 1986), *cert. denied*, 483 U.S. 1022 (1987) (agency negligent for not reverifying disputed consumer debt beyond contacting manager of creditor); *Silver v. Credit Bureau of Greater Kansas City, Inc.*, 816 S.W.2d 23 (Mo. App. 1991) (directed verdict where agency failed to add consumer's statement of dispute to file).

86 See §§ 7.3, 7.3.4, *supra*.

87 See Ch. 3, *supra*.

88 See Ch. 3, *supra* and 10.2.3.2, *infra*.

the agency to which the information was originally furnished, but it may come from other agencies, such as resellers, to which the information has since been sold.<sup>89</sup> Furnishers are liable for failures to participate as required.<sup>90</sup> If a creditor has provided a reporting agency with inaccurate information, the consumer should initiate a reinvestigation. Then, if the creditor persists in furnishing the inaccurate information, the consumer may consider suing the creditor for failing to appropriately reinvestigate and correct the disputed information.

The FCRA also limits the liability of furnishers under state law. Under certain conditions, furnishers may be liable for defamation and certain other torts.<sup>91</sup> However, enforcement of FCRA requirements relating to the furnishing of information to reporting agencies, even under state laws, is largely preempted.<sup>92</sup>

Sometimes creditors, insurers, and others, will use credit reports derived or communicated solely from affiliated companies. Although consumers may have a hard time distinguishing such reports from credit reports issued by consumer reporting agencies, reports from affiliates are excluded from the FCRA definition of consumer reports and most FCRA requirements are inapplicable. Nevertheless, despite falling into this exception or loophole, affiliates may be liable for violating some minimal FCRA requirements.

Creditors and others who furnish information to consumer reporting agencies are of course frequent users of consumer reports. A later section considers the liability of users of consumer reports.<sup>94</sup>

#### 10.2.3.2 Claims Relating to Accuracy and Completeness of Information Furnished to Consumer Reporting Agencies

Although the FCRA quite specifically imposes standards of accuracy and completeness on those who furnish information about consumers to consumer reporting agencies, a damaged consumer may not make a claim for furnisher liability under the Act, except with regard to reinvestigation obligations.<sup>95</sup> The FCRA imposes several requirements on furnishers; consumers may not bring claims on these requirements unless they relate to reinvestigation. Among the requirements imposed on furnishers, for which no claim may be brought, are duties to report information accurately, to correct and update information, to notify the reporting agency if the consumer disputes the information, to inform the agency when an account has been closed voluntarily.

89 See § 7.3.5, *supra*.

90 See § 10.2.3.3, *infra*.

91 See § 10.3, *infra*.

92 See § 10.2.3.2, *infra*. See also §§ 10.4, 10.4.2, 10.5, *infra*.

93 See § 10.2.3.4, *infra*.

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to specify a date of delinquency used to calculate when a reported item of information becomes obsolete.<sup>96</sup>

This glaring exception to potential liability under the Act arises from requirements that these specific obligations may be enforced exclusively by public officials<sup>97</sup> and, in any event, the sections on liability for negligent and willful acts do not apply.<sup>98</sup> The exception is broadened considerably by a related provision which states that no state law may impose any responsibility or prohibition with respect to section 623 [1681s-2], relating to the obligations of persons who furnish information to reporting agencies.<sup>99</sup>

Despite the sweep of this exception, furnishers acting with malice or willful intent can nevertheless be liable under common law tort theories for reporting false information. A specific section of the Act allows certain tort claims against furnishers and others that otherwise might be available.<sup>100</sup> A qualified immunity is created for even these tort claims, but if the prerequisites are met, a tort claim may be brought. This qualified immunity and common law tort claims are discussed in a later section.<sup>101</sup>

The preemption of state laws relating to the duties of those furnishing information to reporting agencies also may not be complete. The preemption clearly supersedes any state law imposing specific requirements and prohibitions upon furnishers. Thus any state statute imposing new requirements or altering federal requirements on furnishers is preempted. Presumably even general state statutory prohi-

bitions against unfairness or deception are also preempted. However, state law prohibitions not aimed at furnishers and only incidentally affecting furnishers may remain effective. An example might be a state prohibition against discriminating on the basis of race or gender which could apply if a creditor (or any one else) furnished negative information only about one racial group. Also, state laws which permit individuals to enforce federal laws, but create no state law requirements and prohibitions, may remain enforceable. For example, a state law which permitted enforcement of federal civil rights laws, or which made federal law a per se violation of state law, arguably might be enforceable even if applied to furnishers. The actual extent of the preemption, already assuredly broad, will be determined by court rulings over time. Furthermore, if a collection agency furnishes information, the Fair Debt Collection Practices Act, which is not preempted by the FCRA, requires the collection agency to report the debt as disputed once the consumer disputes it, and allows actual and statutory damages along with attorney fees for violations of the Act.<sup>102</sup>

### 10.2.3.3 Claims Relating to Agency Reinvestigation of Disputed Information

Creditors and others who furnish information to reporting agencies must participate in reinvestigations conducted by the agencies when consumers dispute the accuracy or completeness of information.<sup>103</sup> Consumers may bring claims for damages against furnishers who fail to comply with these reinvestigation requirements.<sup>104</sup>

Litigation under this section is likely to be substantial until creditors begin to take seriously their obligation to conduct reasonable reinvestigations. Several courts have confirmed that the statute allows consumers to bring a

96 15 U.S.C. § 1681s-2(a). See Ch. 3, *supra*.

97 15 U.S.C. § 1681s-2(d); Bacon v. Southwest Airlines Co., 1999 U.S. Dist. LEXIS 2907 (N.D. Tex. 1999). Even public enforcement is restrained in important respects. For a discussion of public enforcement for furnishing incorrect information, see Ch. 12, *infra*.

98 15 U.S.C. § 1681s-2(c); Washington v. CSC Credit Servs., 199 F.3d 263 (5th Cir. 2000) (dicta); Rivera-Lebron v. Cellular One, 13 F. Supp. 2d 235 (D. P.R. 1998) (dismissing theft of identity case as to furnisher); see Ch. 3, *supra*, § 10.2.3.3, *infra*.

99 15 U.S.C. § 1681t(b)(1)(F). The statute specifically grandfathered laws of Massachusetts and California regarding duties of furnishers. Cal. Civ. Code § 17.85.25(a) (as in effect on Sept. 30, 1996); Mass. Gen. Laws. ch. 93, § 54A(a) (as in effect on Sept. 30, 1996). See also §§ 10.4.4, 10.2.4 and 10.5, *infra*.

100 Jaramillo v. Experian Inf. Solution, Inc., 155 F. Supp. 2d 356 (E.D. Pa. 2001), *vacated in part*, 2001 U.S. Dist. LEXIS 10221 (June 20, 2001) (vacated as to § 1681t(b) preemption holding). 15 U.S.C. § 1681h(e) was part of the original FCRA. The provisions limiting enforcement of the sections prescribing duties of accuracy and completeness for furnishers, and preempting related state laws, were added by the Consumer Credit Reporting Reform Act of 1996. Pub. L. No. 104-208 § 2413 and 2419, 110 Stat. 3009 (Sept. 30, 1996). At the same time, the qualified immunity section was amended by adding an additional qualification. Pub. L. No. 104-208 § 2408, 110 Stat. 3009 (Sept. 30, 1996). It seems plain that the new preemptions do not override the specific provisions of the qualified immunity, and that the clear and manifest intent that would be required to preempt state tort laws is missing. See Rice v. Santa Fe Elevator Corp., 331 U.S. 218, 230 (1947).

101 See § 10.3.1, *infra*.

102 15 U.S.C. § 1692e(8); see National Consumer Law Center, Fair Debt Collection § 5.5.10 (4th ed. 2000 and Supp.); Brady v. Credit Recovery Co., 160 F.3d 64 (1st Cir. 1998).

103 15 U.S.C. § 1681s-2(b); Thomasson v. Bank One, La., 137 F. Supp. 2d 721 (E.D. La. 2001); Whitesidès v. Equifax Credit Info. Servs., Inc., 125 F. Supp. 2d 807, 812-13 (W.D. La. 2000); McMillan v. Experian Info. Servs., Inc., 119 F. Supp. 2d 84, 88 (D. Conn. 2000); Olexy v. Interstate Assurance Co., 113 F. Supp. 2d 1045 (S.D. Miss. 2000); DiMezza v. First U.S.A. Bank, 103 F. Supp. 2d 1296, 1300 (D.N.M. 2000); Bruce v. First U.S.A. Bank, 103 F. Supp. 2d 1135 (E.D. Mo. 2000); Dornhecker v. Ameritech Corp., 99 F. Supp. 2d 918 (N.D. Ill. 2000). See also Ch. 3, *supra*.

104 Nelson v. Chase Manhattan Mortgage Corp., 2002 U.S. App. LEXIS 3291 (9th Cir. Jan. 16, 2002); Thomasson v. Bank One, 132 F. Supp. 2d 721, 723 (E.D. La. 2001); McMillan v. Experian Info. Servs., Inc., 119 F. Supp. 2d 84, 86, 88 (D. Conn. 2000); Bruce v. First U.S.A. Bank, 103 F. Supp. 2d 1135, 1142-43 (E.D. Mo. 2000); DiMezza v. First USA Bank, Inc., 103 F. Supp. 2d 1296, 1299 (D.N.M. 2000); Campbell v. Baldwin, 90 F. Supp. 2d 754, 756 (E.D. Tex. 2000); Dornecker v. Ameritech Corp., 99 F. Supp. 2d 496, 502 (W.D. Tenn. 1999). See Ch. 3, *supra*.

to specify a date of delinquency used to calculate when a reported item of information becomes obsolete.<sup>96</sup>

This glaring exception to potential liability under the Act arises from requirements that these specific obligations may be enforced exclusively by public officials<sup>97</sup> and, in any event, the sections on liability for negligent and willful acts do not apply.<sup>98</sup> The exception is broadened considerably by a related provision which states that no state law may impose any responsibility or prohibition with respect to section 623 [1681s-2], relating to the obligations of persons who furnish information to reporting agencies.<sup>99</sup>

Despite the sweep of this exception, furnishers acting with malice or willful intent can nevertheless be liable under common law tort theories for reporting false information. A specific section of the Act allows certain tort claims against furnishers and others that otherwise might be available.<sup>100</sup> A qualified immunity is created for even these tort claims, but if the prerequisites are met, a tort claim may be brought. This qualified immunity and common law tort claims are discussed in a later section.<sup>101</sup>

The preemption of state laws relating to the duties of those furnishing information to reporting agencies also may not be complete. The preemption clearly supersedes any state law imposing specific requirements and prohibitions upon furnishers. Thus any state statute imposing new requirements or altering federal requirements on furnishers is preempted. Presumably even general state statutory prohi-

bitions against unfairness or deception are also preempted. However, state law prohibitions not aimed at furnishers and only incidentally affecting furnishers may remain effective. An example might be a state prohibition against discriminating on the basis of race or gender which could apply if a creditor (or any one else) furnished negative information only about one racial group. Also, state laws which permit individuals to enforce federal laws, but create no state law requirements and prohibitions, may remain enforceable. For example, a state law which permitted enforcement of federal civil rights laws, or which made federal law a per se violation of state law, arguably might be enforceable even if applied to furnishers. The actual extent of the preemption, already assuredly broad, will be determined by court rulings over time. Furthermore, if a collection agency furnishes information, the Fair Debt Collection Practices Act, which is not preempted by the FCRA, requires the collection agency to report the debt as disputed once the consumer disputes it, and allows actual and statutory damages along with attorney fees for violations of the Act.<sup>102</sup>

### 10.2.3.3 Claims Relating to Agency Reinvestigation of Disputed Information

Creditors and others who furnish information to reporting agencies must participate in reinvestigations conducted by the agencies when consumers dispute the accuracy or completeness of information.<sup>103</sup> Consumers may bring claims for damages against furnishers who fail to comply with these reinvestigation requirements.<sup>104</sup>

Litigation under this section is likely to be substantial until creditors begin to take seriously their obligation to conduct reasonable reinvestigations. Several courts have confirmed that the statute allows consumers to bring a

96 15 U.S.C. § 1681s-2(a). See Ch. 3, *supra*.

97 15 U.S.C. § 1681s-2(d); Bacon v. Southwest Airlines Co., 1999 U.S. Dist. LEXIS 2907 (N.D. Tex. 1999). Even public enforcement is restrained in important respects. For a discussion of public enforcement for furnishing incorrect information, see Ch. 12, *infra*.

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100 Jaramillo v. Experian Inf. Solution, Inc., 155 F. Supp. 2d 356 (E.D. Pa. 2001), *vacated in part*, 2001 U.S. Dist. LEXIS 10221 (June 20, 2001) (*vacated as to* § 1681t(b) preemption holding). 15 U.S.C. § 1681h(e) was part of the original FCRA. The provisions limiting enforcement of the sections prescribing duties of accuracy and completeness for furnishers, and preempting related state laws, were added by the Consumer Credit Reporting Reform Act of 1996. Pub. L. No. 104-208 § 2413 and 2419, 110 Stat. 3009 (Sept. 30, 1996). At the same time, the qualified immunity section was amended by adding an additional qualification. Pub. L. No. 104-208 § 2408, 110 Stat. 3009 (Sept. 30, 1996). It seems plain that the new preemptions do not override the specific provisions of the qualified immunity, and that the clear and manifest intent that would be required to preempt state tort laws is missing. See Rice v. Santa Fe Elevator Corp., 331 U.S. 218, 230 (1947).

101 See § 10.3.1, *infra*.

102 15 U.S.C. § 1692e(8); see National Consumer Law Center, Fair Debt Collection § 5.5.10 (4th ed. 2000 and Supp.); Brady v. Credit Recovery Co., 160 F.3d 64 (1st Cir. 1998).

103 15 U.S.C. § 1681s-2(b); Thomasson v. Bank One, La., 137 F. Supp. 2d 721 (E.D. La. 2001); Whitesides v. Equifax Credit Info. Servs., Inc., 125 F. Supp. 2d 807, 812-13 (W.D. La. 2000); McMillan v. Experian Info. Servs., Inc., 119 F. Supp. 2d 84, 88 (D. Conn. 2000); Olexy v. Interstate Assurance Co., 113 F. Supp. 2d 1045 (S.D. Miss. 2000); DiMezza v. First U.S.A. Bank, 103 F. Supp. 2d 1296, 1300 (D.N.M. 2000); Bruce v. First U.S.A. Bank, 103 F. Supp. 2d 1135 (E.D. Mo. 2000); Dornhecker v. Ameritech Corp., 99 F. Supp. 2d 918 (N.D. Ill. 2000). See also Ch. 3, *supra*.

104 Nelson v. Chase Manhattan Mortgage Corp., 2002 U.S. App. LEXIS 3291 (9th Cir. Jan. 16, 2002); Thomasson v. Bank One, 132 F. Supp. 2d 721, 723 (E.D. La. 2001); McMillan v. Experian Info. Servs., Inc., 119 F. Supp. 2d 84, 86, 88 (D. Conn. 2000); Bruce v. First U.S.A. Bank, 103 F. Supp. 2d 1135, 1142-43 (E.D. Mo. 2000); DiMezza v. First USA Bank, Inc., 103 F. Supp. 2d 1296, 1299 (D.N.M. 2000); Campbell v. Baldwin, 90 F. Supp. 2d 754, 756 (E.D. Tex. 2000); Dornecker v. Ameritech Corp., 99 F. Supp. 2d 496, 502 (W.D. Tenn. 1999). See Ch. 3, *supra*.

**Nelson, Robert P.**

---

**From:** Anderson, Jason  
**Sent:** Tuesday, September 25, 2007 12:36 PM  
**To:** Nelson, Robert P.  
**Subject:** Satisfaction of Judgment Laws

Dear Bob:

I'm getting a little confused by the terminology here, but I think I've got copies of the satisfaction of judgment statutes from the surrounding states, and a couple that seem to do what your requestor would like to see done here. None of the laws that I looked at made any reference to credit reporting agencies, or created a requirement to report satisfaction to anyone beyond the court.

I've attached a WORD doc containing the statutes, but I'll give you a quick run down here. Minnesota and Iowa seem to require that a satisfaction be filed. Illinois seems to require a satisfaction be filed only if requested by the debtor. Michigan and Indiana are silent on the issue of required filing, at least as far as I could find. California and New York seem to require a satisfaction be filed too, and they each have statutes that set out a more explicit criteria that must be met, within a certain time, and provide a penalty if those requirements aren't met.

I hope this is what you're looking for, because the deeper I got, the more I realized I don't know or understand the nuts and bolts details of civil procedure very well. If I've been barking up the wrong tree entirely, just let me know and I'll re-direct my search.

Jason Anderson  
Legislative Analyst  
WI Legislative Reference Bureau  
(608) 261-4454

his or her legal representative an instrument in writing releasing such judgment, the judgment debtor may petition the court in which such judgment is of record, making tender therewith to the court of all sums due in principal and interest on such judgment, for the use of the judgment creditor, his or her executors, administrators or assigns, whereupon the court shall enter an order satisfying the judgment and releasing all liens based on such judgment.

**INDIANA – IC 34-54-6-1 Satisfaction or release of judgments; recording**

Sec. 1. (a) This section applies to every endorsement of payment, satisfaction, or release, in whole or in part, that is noted:

- (1) on the record or margin of any judgment or decree; or
- (2) on an execution or order of sale issued on a judgment and signed by the:
  - (A) judgment plaintiff;
  - (B) judgment plaintiff's attorney of record or attorney in fact; or
  - (C) assignee of the judgment plaintiff (whose assignment is noted on or annexed to the record of the judgment or decree and attested by the clerk);
- (3) on the record of the judgment or decree; or
- (4) by the sheriff upon the execution or order of sale.

(b) An endorsement of payment, satisfaction, or release described in subsection (a) operates as a satisfaction or release of the judgment or decree, or of the part of the judgment or decree so endorsed as paid, satisfied, or released, in favor of subsequent purchasers or lienholders in good faith.

(c) When the satisfaction, payment, or release is entered by an attorney in fact, that fact shall be noted on the margin of the record or the execution.

(d) The power of attorney described in subsection (c) shall be recorded in the miscellaneous records of the recorder's office.

**MICHIGAN (Court Rules) – Rule 2.620 Satisfaction of Judgment**

A judgment may be shown satisfied of record in whole or in part by:

- (1) filing with the clerk a satisfaction signed and acknowledged by the party or parties in whose favor the judgment was rendered, or their attorneys of record;
- (2) payment to the clerk of the judgment, interest, and costs, if it is a money judgment only; or
- (3) filing a motion for entry of an order that the judgment has been satisfied. The court shall hear proofs to determine whether the order should be entered. The clerk must, in each instance, indicate in the court records that the judgment is satisfied in whole or in part.

**CALIFORNIA - 116.850. Satisfaction and Enforcement of Judgment**

(a) If full payment of the judgment is made to the judgment creditor or to the judgment creditor's assignee of record, then immediately upon receipt of payment, the judgment creditor or assignee shall file with the clerk of the court an acknowledgment of satisfaction of the judgment.

(b) Any judgment creditor or assignee of record who, after receiving full payment of the judgment and written demand by the judgment debtor, fails without good cause to execute and file an acknowledgment of satisfaction of the judgment with the clerk of the court in which the judgment is entered within 14 days after receiving the request, is liable to the judgment debtor or the judgment debtor's grantees or heirs for all damages sustained by reason of the failure and, in addition, the sum of fifty dollars (\$50).

(c) The clerk of the court shall enter a satisfaction of judgment at the request of the judgment debtor if the judgment debtor either

- (1) establishes a rebuttable presumption of full payment under subdivision (d), or
- (2) establishes a rebuttable presumption of partial payment under subdivision (d) and complies with subdivision (c) of Section 116.860.



(d) A rebuttable presumption of full or partial payment of the judgment, whichever is applicable, is created if the judgment debtor files both of the following with the clerk of the court in which the judgment was entered:

(1) Either a canceled check or money order for the full or partial amount of the judgment written by the judgment debtor after judgment and made payable to and endorsed by the judgment creditor, or a cash receipt for the full or partial amount of the judgment written by the judgment debtor after judgment and signed by the judgment creditor.

(2) A declaration stating that (A) the judgment debtor has made full or partial payment of the judgment including accrued interest and costs; (B) the judgment creditor has been requested to file an acknowledgment of satisfaction of the judgment and refuses to do so, or refuses to accept subsequent payments, or the present address of the judgment creditor is unknown; and (C) the documents identified in and accompanying the declaration constitute evidence of the judgment creditor's receipt of full or partial payment.

**NEW YORK - § 5020. Satisfaction-piece.**

(a) Generally. When a person entitled to enforce a judgment receives satisfaction or partial satisfaction of the judgment, he shall execute and file with the proper clerk pursuant to subdivision (a) of section 5021, a satisfaction-piece or partial satisfaction-piece acknowledged in the form required to entitle a deed to be recorded, which shall set forth the book and page where the judgment is docketed. A copy of the satisfaction-piece or partial satisfaction-piece filed with the clerk shall be mailed to the judgment debtor by the person entitled to enforce the judgment within ten days after the date of filing.

...

(c) When the judgment is fully satisfied, if the person required to execute and file with the proper clerk pursuant to subdivisions (a) and (d) hereof fails or refuses to do so within twenty days after receiving full satisfaction, then the judgment creditor shall be subject to a penalty of one hundred dollars recoverable by the judgment debtor pursuant to Section 7202 of the civil practice law and rules or article eighteen of either the New York City civil court act, uniform district court act or uniform city court act; provided, however, that such penalty shall not be recoverable when a city with a population greater than one million persons is the judgment creditor, unless such judgment creditor shall fail to execute and file a satisfaction-piece with the proper clerk pursuant to subdivisions (a) and (d) hereof within twenty days after having been served by the judgment debtor with a written demand therefor by certified mail, return receipt requested.

## **Satisfaction of Judgment Laws**

### **MINNESOTA - 548.15 DISCHARGE OF RECORD.**

Subdivision 1. **General.** Except as provided in subdivision 2, upon the satisfaction of a judgment, whether wholly or in part, or as to all or any of several defendants, the court administrator shall enter the satisfaction in the judgment roll, and note it, with its date, on the docket. If the docketing is upon a transcript from another county, the entry on the docket is sufficient. A judgment is satisfied when there is filed with the court administrator:

- (1) an execution satisfied, to the extent stated in the sheriff's return on it;
- (2) a certificate of satisfaction signed and acknowledged by the judgment creditor;
- (3) a like certificate signed and acknowledged by the attorney of the creditor, unless that attorney's authority as attorney has previously been revoked and an entry of the revocation made upon the register; the authority of an attorney to satisfy a judgment ceases at the end of six years from its entry;
- (4) an order of the court, made on motion, requiring the execution of a certificate of satisfaction, or directing satisfaction to be entered without it;
- (5) where a judgment is docketed on transcript, a copy of either of the foregoing documents, certified by the court administrator in which the judgment was originally entered and in which the originals were filed.

A satisfaction made in the name of a partnership is valid if executed by a member of it while the partnership continues. The judgment creditor, or the creditor's attorney while the attorney's authority continues, may also satisfy a judgment of record by a brief entry on the register, signed by the creditor or the creditor's attorney, and dated and witnessed by the court administrator, who shall note the satisfaction on the margin of the docket. Except as provided in subdivision 2, when a judgment is satisfied otherwise than by return of execution, the judgment creditor or the creditor's attorney shall file a certificate of it with the court administrator within ten days after the satisfaction or within 30 days of payment by check or other noncertified funds.

Subd. 2. **Child support or maintenance judgment.** In the case of a judgment for child support or spousal maintenance, an execution or certificate of satisfaction need not be filed with the court until the judgment is satisfied in full.

### **IOWA – 624.37 Satisfaction of judgment — penalty.**

When the amount due upon judgment is paid off, or satisfied in full, the party entitled to the proceeds thereof, or those acting for that party, must acknowledge satisfaction of the judgment by the execution of an instrument referring to it, duly acknowledged and filed in the office of the clerk in every county wherein the judgment is a lien. A failure to do so within thirty days after having been requested in writing shall subject the delinquent party to a penalty of one hundred dollars plus reasonable attorney fees incurred by the party aggrieved, to be recovered in an action for the satisfaction or acknowledgment by the party aggrieved.

### **ILLINOIS – (735 ILCS 5/12-183) (from Ch. 110, par. 12-183)**

#### **Sec. 12-183. Release of judgment.**

(a) Every judgment creditor, his or her assignee of record or other legal representative having received full satisfaction or payment of all such sums of money as are really due to him or her from the judgment debtor on any judgment rendered in a court shall, at the request of the judgment debtor or his or her legal representative, execute and deliver to the judgment debtor or his or her legal representative an instrument in writing releasing such judgment.

(b) If the judgment creditor, his or her assigns of record or other legal representative to whom tender has been made of all sums of money due him or her from the judgment debtor including interest, on any judgment entered by a court, wilfully fails or refuses, at the request of the judgment debtor or his or her legal representative to execute and deliver to the judgment debtor or



Lbjk

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION ✓

SA ✓  
X-ref ✓

→ [Handwritten signature]

gen. cont.

1 AN ACT ...; relating to: satisfaction of a court judgment.

**Analysis by the Legislative Reference Bureau**

This is a preliminary draft. An analysis will be provided in a later version. ✓

**The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:**

2 SECTION 1. 806.19 (5) of the statutes is created to read:

3 ✓ 806.19 (5) The clerk of circuit court shall enter a satisfaction of judgment at the  
4 request of the judgment debtor if the judgment debtor provides the clerk of circuit  
5 court with one of the following: ✓

6 (a) A canceled check, draft, or money order for the full amount of the judgment  
7 written by the judgment debtor after the judgement was entered, payable to the  
8 judgment creditor, or his or her assignee, and endorsed by the judgement creditor,  
9 or his or her assignee. ✓

1 (b) A document that is proof of payment by means of an electronic fund transfer  
2 or credit card to the judgment creditor, or his or her assignee, issued after the  
3 judgment was entered and for the full amount of the judgment.

4 (c) A cash receipt for the full amount of the judgment, completed after the  
5 judgment was entered and signed by the judgment creditor, or his or her assignee.

6 SECTION 2. 806.19 (6) of the statutes is created to read:

7 806.19 (6) Within 30 days after the amount of the judgment is paid in full or  
8 satisfied in full, the judgement creditor, or his or her assignee, shall file with the clerk  
9 of circuit court an acknowledgement of satisfaction. Any judgement creditor, or his  
10 or her assignee, who, without good cause, fails to execute and file an  
11 acknowledgement of satisfaction with the clerk of circuit court within the 30-day  
12 period is liable to the judgment debtor for all damages resulting from that failure,  
13 plus \$500. In addition, the court shall order the judgement creditor, or his or her  
14 assignee, to pay the judgment debtor's court costs and, notwithstanding 814.04 (1),  
15 reasonable attorney fees.

16 (END)

D-note

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-3224/P1dn

RPN:.....

Lbjk

Date

\* I had the LRB reference section look at what other states have done in this area and took some language from Iowa, New York, and California for this draft. I do not know if this draft fulfills your intent.

I also looked at consumer reporting agencies and found that federal laws and regulations govern those companies. From my reading, it appears that the federal laws preempt any state regulation of those agencies regarding inaccurate reports.

Robert P. Nelson  
Senior Legislative Attorney  
Phone: (608) 267-7511  
E-mail: robert.nelson@legis.wisconsin.gov

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-3224/P1dn  
RPN:bjk:rs

October 1, 2007

I had the LRB Reference section look at what other states have done in this area and took some language from Iowa, New York, and California for this draft. I do not know if this draft fulfills your intent.

I also looked at consumer reporting agencies and found that federal laws and regulations govern those companies. From my reading, it appears that the federal laws preempt any state regulation of those agencies regarding inaccurate reports.

Robert P. Nelson  
Senior Legislative Attorney  
Phone: (608) 267-7511  
E-mail: [robert.nelson@legis.wisconsin.gov](mailto:robert.nelson@legis.wisconsin.gov)

**Nelson, Robert P.**

---

**From:** Hein, Tanya  
**Sent:** Monday, November 05, 2007 10:04 AM  
**To:** Nelson, Robert P.  
**Subject:** Satisfaction of debt LRB 3324

Bob,

I talked to my constituent the other day regarding the satisfaction of debt legislation.

-----  
A) This bill is intended to put requirements on two groups of businesses:

- 1) Creditors that obtain a judgment in civil court -- they must file satisfaction of the debt with the court.
- 2) Creditors that send a notice of collections or lien to a credit bureau -- they must notify the credit bureau that the debt has been paid. (This addition is extremely important because this is a much bigger problem in the industry and harder to deal with.) This should have penalties too.

-----  
B) How do you define satisfaction of the debt or paid in full?

When the debt has been paid in full or when the business has accepted an amount less than the full amount as payment in full.

Let's say the person owes \$500 but the company agrees to settle the account for \$350. The person has paid less than the full amount, but the company has accepted that lesser amount as payment in full.

This is extremely important because this is normal business practice for a creditor to accept less than the full amount to satisfy the debt. The debtor should have his debt recognized as satisfied.

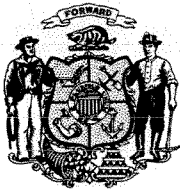
-----  
C) I don't know if it is necessary or not to include that the creditors has the right to add a fee to recover the costs of filing. Our only question was how to word it. Should we put a dollar amount on it like not to exceed \$25. We don't want companies charging hundreds of dollars for lawyer's fees, etc.

-----  
D) I noticed the bill does not define damages. Is there a standard statutory understanding of what damages are?

Thanks for all your help. Please let me know if you have any questions regarding this drafting request.

**Tanya R. Hein**  
Legislative Aide

-----  
State Representative Karl Van Roy  
123 West, State Capitol  
P.O. Box 8953  
Madison, WI 53708  
Tel: 608-266-0616  
Fax: 608-282-3690



State of Wisconsin  
2007 - 2008 LEGISLATURE

LRB-3224/P1

RPN:bjk:rs

*il*  
*le*  
*stays*

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

*2007 Bill*

*SA ✓*

*regen. cat.*

1 AN ACT to create 806.19 (5) and 806.19 (6) of the statutes; relating to:  
2 satisfaction of a court judgment.

Insert  
ani

**Analysis by the Legislative Reference Bureau**

This is a preliminary draft. An analysis will be provided in a later version.

**The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:**

*Judgment and lien docket*

3 SECTION 1. 806.19 (5) of the statutes is created to read:

4 806.19 (5) The clerk of circuit court shall enter a satisfaction of judgment at the

5 request of the judgment debtor if the judgment debtor provides the clerk of circuit  
6 court with one of the following:

7 (a) A canceled check, draft, or money order for the full amount of the judgment  
8 written by the judgment debtor after the judgement was entered, payable to the  
9 judgment creditor, or his or her assignee, and endorsed by the judgement creditor,  
10 or his or her assignee.



1 (b) A document that is proof of payment by means of an electronic fund transfer  
2 or credit card to the judgment creditor, or his or her assignee, issued after the  
3 judgment was entered and for the full amount of the judgment.

4 (c) A cash receipt for the full amount of the judgment, completed after the  
5 judgment was entered and signed by the judgment creditor, or his or her assignee.

6 SECTION 2. 806.19 (6) of the statutes is created to read:

7 806.19 (6) Within 30 days after the amount of the judgment is paid in full or  
8 satisfied in full, the judgement creditor, or his or her assignee, shall file with the clerk  
9 of circuit court an acknowledgement of satisfaction. Any judgement creditor, or his  
10 or her assignee, who, without good cause, fails to execute and file an  
11 acknowledgement of satisfaction with the clerk of circuit court within the 30-day  
12 period is liable to the judgment debtor for all damages resulting from that failure,  
13 plus \$500. In addition, the court shall order the judgement creditor, or his or her  
14 assignee, to pay the judgment debtor's court costs and, notwithstanding 814.04 (1),  
15 reasonable attorney fees.

16 (END)

2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU

LRB-3224/lins  
RPN:bjk:rs

1 insert anl:

Under current law, if a judgment debt is paid in full, the owner of the judgment, the judgment creditor, may notify the circuit court where the judgment is docketed that the judgment is satisfied. ✓ When the clerk of circuit court receives the notice of satisfaction, the clerk enters that satisfaction in the court case and enters the amount paid on the judgment and lien docket. ✓

\* Under this bill, the clerk of circuit court is also required to enter a satisfaction of the judgment in the court case and enter the amount paid on the judgment and lien docket if the judgment debtor provides the clerk with a cancelled check or money order for the full amount of the debt, ✓ endorsed by the judgment creditor or assignee, or a document that is proof of full payment by an electronic means to the judgment creditor or assignee. ✓

The bill also requires a judgment creditor or assignee whose debt is paid in full, within 30 days after the amount is paid in full, to file with the clerk of circuit court a satisfaction of the judgment and to notify consumer reporting agencies of the payment in full. ✓ Under the bill, the judgment debtor may recover his or her damages, court costs, attorney fees, and \$500 from a judgment creditor or assignee who fails, without good cause, to comply with these requirements. ✓

2

3

4 insert 2-8:

5 <sup>NO</sup> do all of the following: ✓

6 <sup>4</sup> 1. File ✓

7

8 insert 2-9:

\* <sup>9</sup> 2. Notify the consumer reporting agencies, as defined in 15 USC 1681a (d), that the amount of the judgment has been paid or satisfied in full. ✓

11

12 Insert 2-11:

<sup>13</sup> comply with the requirements of par. (a) ✓

end of inserts

Tanya  
11/13 am

or other creditor  
(collection agency) - collects

the debt and doesn't  
notify the CRA that the  
debt is satisfied.

They receive a debt  
from ... (doctor, dentist, landlord, business)  
and notify a CRA that a  
person owes a debt.

But, when they receive  
enough payment to satisfy  
the debt, they do not  
notify the CRA. Require  
collection agency to notify  
the CRA - subject to  
damages, costs, atty fees, and  
\$500, as in Sect. 2 of -3224



State of Wisconsin  
2007 - 2008 LEGISLATURE

LRB-3224/1

RPN:bjk:rs

Inserts

2007 BILL

SA ✓  
X-raf ✓

regen. cat.

1

AN ACT to create 806.19 (5) and 806.19 (6) of the statutes; relating to:

2

satisfaction of a court judgment.

or debt and notification to a consumer reporting agency

**Analysis by the Legislative Reference Bureau**

Under current law, if a judgment debt is paid in full, the owner of the judgment, the judgment creditor, may notify the circuit court where the judgment is docketed that the judgment is satisfied. When the clerk of circuit court receives the notice of satisfaction, the clerk enters that satisfaction in the court case and enters the amount paid on the judgment and lien docket.

Under this bill, the clerk of circuit court is also required to enter a satisfaction of the judgment in the court case and enter the amount paid on the judgment and lien docket if the judgment debtor provides the clerk with a canceled check or money order for the full amount of the debt, endorsed by the judgment creditor or assignee, or a document that is proof of full payment by an electronic means to the judgment creditor or assignee.

The bill also requires a judgment creditor or assignee whose debt is paid in full, within 30 days after the amount is paid in full, to file with the clerk of circuit court a satisfaction of the judgment and to notify consumer reporting agencies of the payment in full. Under the bill, the judgment debtor may recover his or her damages, court costs, attorney fees, and \$500 from a judgment creditor or assignee who fails, without good cause, to comply with these requirements.

Insert and

debtor or

creditor

**The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:**

**BILL**

Insert 2-1 ->

✓

1 SECTION 1. 806.19 (5) of the statutes is created to read:

2 806.19 (5) The clerk of circuit court shall enter a satisfaction of judgment in the  
3 court case and enter the amount paid in the judgement and lien docket at the request  
4 of the judgment debtor if the judgment debtor provides the clerk of circuit court with  
5 one of the following:

6 (a) A canceled check, draft, or money order for the full amount of the judgment  
7 written by the judgment debtor after the judgement was entered, payable to the  
8 judgment creditor, or his or her assignee, and endorsed by the judgement creditor,  
9 or his or her assignee.

10 (b) A document that is proof of payment by means of an electronic fund transfer  
11 or credit card to the judgment creditor, or his or her assignee, issued after the  
12 judgment was entered and for the full amount of the judgment.

13 (c) A cash receipt for the full amount of the judgment, completed after the  
14 judgment was entered and signed by the judgment creditor, or his or her assignee.

15 SECTION 2. 806.19 (6) of the statutes is created to read:

16 806.19 (6) (a) <sup>(insert 2-16) 19 (6) ✓</sup> Within 30 days after the amount of the judgment is paid in full

17 <sup>ce</sup> or satisfied in full, the judgement creditor, or his or her assignee, shall do all of the  
18 following:

19 1. File with the clerk of circuit court an acknowledgement of satisfaction. <sup>(f) ✓</sup>

20 2. Notify the consumer reporting agencies, as defined in 15 USC 1681a (e), that  
21 the amount of the judgment has been paid or satisfied in full. <sup>ce</sup>

22 (b) Any judgement creditor, or his or her assignee, who, without good cause,  
23 fails to comply with the requirements of par. (a) <sup>(b) ✓</sup> within the 30-day period is liable  
24 to the judgment debtor for all damages resulting from that failure, plus \$500. In  
25 addition, the court shall order the judgement creditor, or his or her assignee, to pay

**BILL**

5

1

the judgment debtor's court costs and, notwithstanding 814.04 (1), reasonable attorney fees.

2

Insert

3

3-2

(END)

2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU

LRB-3224/2ins  
RPN:bjk:rs

stays

1 insert anl

2 ~~NO~~ If the debt is not based on a court judgment, the bill requires a creditor to notify  
3 any consumer reporting agency that was notified of an existing debt, within 30 days  
4 after the debt's satisfaction, that the debt has been satisfied. ✓

5 insert 2-1:  
*end insert anl*

6 SECTION 1. 138.25 of the statutes is created to read: ✓

7 ✓ 138.25 Notification of debt satisfaction. (1) In this section:

8 (a) "Creditor" means a person who has a claim against an individual, and  
9 includes the creditor's assignee. ✓

10 (b) "Debtor" means an individual who owes a debt to a creditor. ✓

11 (c) "Satisfied" means to pay a debt in full or the determination by the creditor  
12 that no further payment is required on a debt. ✓

13 (2) If a creditor notifies a consumer reporting agency, as defined in 15 USC  
14 1681a (e), that a debtor owes a debt to that creditor, the debtor may bring an action  
15 against the creditor if the creditor fails, within 30 days after the debt is satisfied, to  
16 notify the consumer reporting agency that the debt is satisfied. ✓

17 (3) If a court determines that a creditor failed, without good cause, to timely  
18 notify the consumer reporting agency that a debt is satisfied, as required under sub.  
19 (2), the court shall order the creditor to pay the debtor \$500, plus the debtor's  
20 damages, court costs and, notwithstanding 814.04 (1), reasonable attorney fees. ✓

21

22 insert 2-16:  
↓

insert 2-16

No 9

1

(a) In this subsection, "satisfied" means to pay a judgment debt in full or the determination by the creditor that no further payment is required on a judgment debt.

2

3

4

end insert 2-16

5

insert 3-2:

6

**SECTION 2. Initial applicability.**

7

(1) The treatment of sections 138.25 and 806.19 (6) of the statutes first applies to judgment debts and debts satisfied on the effective date of this subsection.

8

end of insert 3-2

end of inserts



**Parisi, Lori**

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**From:** Hein, Tanya  
**Sent:** Tuesday, January 08, 2008 3:23 PM  
**To:** LRB.Legal  
**Subject:** Draft Review: LRB 07-3224/2 Topic: Satisfaction of debt

Please Jacket LRB 07-3224/2 for the ASSEMBLY.