

**No. 25-377**

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In the Supreme Court of the United States

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NORTH AMERICAN CREDIT SERVICES, INC.,  
*Petitioner,*

v.

ABDUL CRAWFORD,  
*Respondent.*

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**On Petition for a Writ of Certiorari to the  
United States Court of Appeals  
for the Eleventh Circuit**

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**BRIEF OF AMICUS CURIAE  
ACA INTERNATIONAL IN  
SUPPORT OF PETITIONER**

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## **QUESTIONS PRESENTED**

1. Whether the FDCPA requires third party debt collectors to conduct an independent preemptive investigation to review for all potential defects or challenges to the debt, including its legal status, before mailing the 1692g validation notice, irrespective of any reasonable reliance upon the creditor's representations?
2. Whether the FDCPA's bona fide error defense is limited only to the third party debt collector's own internal policies and procedures, and excludes any development of pre-placement procedures with the original creditor to avoid violations?
3. Whether a medical debt incurred during the course and scope of the patient's employment and subject to Florida's Worker's Compensation Act, should not be considered a consumer debt under the FDCPA?

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## INTEREST OF AMICUS CURIAE<sup>1</sup>

ACA International (“ACA”) represents approximately 1,300 members in the accounts receivable management (“ARM”) industry. ACA’s members include credit grantors, third-party collection agencies, asset buyers, attorneys, and vendor affiliates. About fifty percent of ACA’s company members have fewer than 25 employees. Companies working with consumers to resolve consumer debt save every American household, on average, more than \$700 each year.

The ARM industry keeps America’s credit-based economy functioning by helping to ensure access to credit at the lowest possible cost. For example, in 2018 the ARM industry returned more than \$90 billion to creditors for goods and services they had provided to their customers. ACA’s members include sole proprietorships, partnerships, small businesses, and large corporations employing thousands of workers and operating in every state and internationally.

ACA provides its members with essential information, education, and guidance on compliance with laws and regulations. ACA also articulates the value of the credit-and-collection industry to businesses, consumers, policymakers, and courts. As part of this mission, ACA regularly files amicus briefs in cases of interest to its membership, like this one.

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<sup>1</sup> All parties were given timely notice of this filing. No party’s counsel authored this brief in whole or in part, and no person or entity other than amicus curiae, its counsel, or its members made a monetary contribution intended to fund the brief’s preparation or submission.

ACA’s members conduct business that is subject to the Fair Debt Collection Practices Act (“FDCPA”).

ACA submits this brief in support of North American Credit Services, Inc.’s Petition for Writ of Certiorari.

### **SUMMARY OF THE ARGUMENT**

Certiorari should be granted because the Eleventh Circuit misinterpreted the FDCPA and invalidated Congress’s carefully constructed structure. Moreover, the decision below injects confusion into what is required of debt collectors to avail themselves of the FDCPA’s bona fide error defense, thus creating inconsistent application across the country of a statute that is intended to apply uniformly and provide certainty to debtors, creditors, and debt collectors alike.

Under the FDCPA, debt collectors must provide consumers with written verification notice containing specific information about the debt, including the amount owed and the name of the creditor. The verification notice triggers a thirty-day validation period during which consumers may dispute the debt, and debt collectors must cease collection activities until they obtain verification of the debt and provide it to the consumer. Congress’s intent, as interpreted through generally recognized canons of construction, was that there would be a verification period, during which the debt collector would validate the debt through inquiry with the consumer. Interpreting such inquiry as grounds for liability eliminates the intended validation process and instead imposes a strict liability standard that Congress did not authorize.

The Eleventh Circuit compounded this error by holding that a debt collector cannot satisfy the bona fide error defense by relying on the creditor's representations or by complying with the FDCPA's debt-validation requirements. *Crawford v. N. Am. Credit Servs., Inc.*, 2025 U.S. App. 2025 WL 18052218, at 6-7 (11th Cir. July 1, 2025) (per curiam) (unpublished). The interpretation creates an impossible standard: debt collectors must independently verify every debt before initiating the congressionally mandated validation process, thereby rendering that validation process superfluous.

The decision has far-reaching consequences for the debt collection industry and the American economy. The ruling forces debt collectors to choose between two untenable options: either refuse to collect debts without conducting extensive independent investigations, which would paralyze legitimate collection efforts and impose enormous costs that would ultimately be passed to consumers and creditors; or proceed with statutorily compliant collection efforts while facing strict liability for any error in the creditor's information. The ruling undermines the careful balance Congress struck between protecting consumers and enabling legitimate debt collection, threatening to destabilize credit markets by making debt collection economically unviable for many creditors and increasing the cost of credit for all consumers.

The FDCPA, at 15 U.S.C. § 1692g, standardizes debt validation procedures through mandatory disclosures. The statute requires debt collectors to send validation notices within five days of initial contact with a consumer. Regulatory interpretation of

this statute in the Consumer Financial Protection Bureau’s (“CFPB”) Regulation F prescribes a safe harbor for compliance with the validation notice requirements through the Model Validation Notice. 12 CFR 1006 Appendix B-1 (“Model Letter”). The Model Letter includes the information debt collectors must provide and the consumer rights the notice must explain. 12 CFR 1006.34(d)(2). While use of the Model Letter is not mandatory, its proper application provides debt collectors with a safe harbor from violations of Regulation F’s disclosure requirements. *Id.*

Another provision of the FDCPA, 15 U.S.C. § 1692e, prohibits debt collectors from making false or misleading representations. Among the prohibitions is one regarding “false representation” of the “character, amount, or legal status of any debt.” *Id.* at § 1692e(2)(A). The Eleventh Circuit’s imposition of § 1692e liability on the basis of a validation notice that complies with § 1692g and Regulation F undermines Congress’s design for the FDCPA. In short, the court treated the validation notice as a representation of verified fact rather than what Congress designed: a procedural disclosure that initiates a thirty-day validation period during which consumers may dispute the debt.

Fundamental canons of statutory construction require recognizing a safe harbor for good faith § 1692g compliance during the validation period. Interpreting § 1692e to override § 1692g means that debt collectors who send required notices to validate the debt face § 1692e liability, when § 1692g compliance was meant to validate the debt in the first place. That is an absurd construction that cannot be

correct. If § 1692e can impose liability for information disclosed in § 1692g-compliant notices during the validation period, then Congress's detailed validation requirements become meaningless.

The Supreme Court should grant certiorari to restore coherence to the statutory scheme. In the absence of the Congressionally intended safe harbor for sending a validation notice, debt collectors nationwide face untenable uncertainty. Without clear guidance, they cannot know what they must do to comply with federal law. Only this Court can clarify the relationship between these provisions and ensure uniform application of the FDCPA.

## ARGUMENT

Congress enacted the FDCPA, and 15 U.S.C. § 1692g in particular, to ensure that consumers receive clear, uniform information about alleged debts and to provide a mechanism for disputing or verifying that information. The statute's structure reveals a careful temporal framework.

Debt collectors must send a validation notice "within five days after the initial communication" with the consumer. 15 U.S.C. § 1692g(a). The notice must contain specific disclosures: the amount of the debt, the name of the creditor, and a statement that "unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector." *Id.* at § 1692g(a)(3). The CFPB, in its Model Letter, at 12 C.F.R. § 1006 Appendix B-1, provided model language for the notice, including that the notice will say, "we are trying to collect a debt that you owe" and specific instructions to the consumer

regarding disputing the debt. Notably, the model language does not say that the debt collector is to write, “we are trying to collect a debt we are told you owe” or to include other hedging language.

During the thirty-day validation period, consumers have the right to dispute the debt. If a consumer “notifies the debt collector in writing within the thirty-day period” that the debt is disputed, the debt collector must “cease collection of the debt” and “obtain verification of the debt.” 15 U.S.C. § 1692g(b). After the thirty-day period expires without dispute, debt collectors “will assume” the debt is valid. *See* Model Letter.

**I. THE ONLY PROPER READING OF THE FDCPA IS THAT DEBT COLLECTORS DO NOT VIOLATE THE LAW WHEN THEY ACT AS CONGRESS AND THE CFPB INSTRUCTED**

Congress did not require debt collectors to verify debts before sending validation notices. Indeed, that is the very purpose of the notice—to advise the consumer of the alleged debt so that the parties may meaningfully communicate about any dispute to the debt and seek additional information about the debt if the consumer challenges its validity. The FDCPA contemplates that unverified information will be disclosed, with the validation period and statutory and Model Letter language serving as the mechanism for resolving such disputes.

The statute provides that “the debt will be assumed to be valid by the debt collector” in the absence of the consumer notifying it of a dispute. 15

U.S.C. § 1692g(a)(3). That the debt collectors only assume the validity of the debt after the § 1692g(a)(3) validation period makes the point clear: the debt collector is not assuming the validity of the debt before that point.

A. **The Eleventh Circuit’s Decision Renders the Validation Process Superfluous.**

Section 1692g(b) requires debt collectors to “obtain verification” only after a consumer disputes. The post-dispute verification requirement contradicts any interpretation requiring verification, as the Eleventh Circuit does, before sending the notice. By requiring verification at two distinct stages, the Eleventh Circuit renders the statute’s temporal structure redundant. Worse, such an interpretation renders the second period superfluous because the debt collector has already validated the debt before sending the Model Letter. This was not Congress’s intent.

The Eleventh Circuit’s decision upends this design. By imposing § 1692e liability for validation notices that later prove inaccurate, it collapses the distinction between the validation period and post validation collection activities. This wrongful approach requires verification before notice, contradicting § 1692g(a)(3)’s “assumed to be valid” language and § 1692g(b)’s post-dispute verification requirement. As a result, the core function of the validation period is eliminated, and strict liability is imposed for sending Congressionally mandated notices during the very period Congress designated for determining whether the information is accurate.

**B. Congress Intends for Statutes to be Read in Harmony and Not to Produce Absurd Results.**

The fundamental canon of statutory interpretation to avoid absurd results supports the interpretation that Congress created a safe harbor for good faith § 1692g compliance by sending the required validation notice. *United States v. Kirby*, 74 U.S. (7 Wall.) 482, 486–87 (1868) (“General terms should be so limited in their application as not to lead to injustice, oppression, or an absurd consequence.”).

The validation framework also recognizes a practical reality: consumers are often in the best position to advise debt collectors of any inaccuracies in the purported debt. Debt collectors typically receive information from creditors or third parties and lack direct knowledge of the underlying transaction or relationship that gave rise to the alleged obligation. The consumer, by contrast, has firsthand knowledge of their financial dealings, payment history, and any circumstances that might affect the validity or amount of the debt, such as payments already made, identity theft, billing errors, or disputes with the original creditor.

Congress designed the validation notice to leverage the consumer’s superior knowledge. By providing consumers with the debt details and a thirty-day period to dispute inaccuracies, the statute creates a mechanism through which consumers can identify errors that would be impossible for the debt collector to detect without consumer input. The consumer can determine whether they have paid the debt, whether the amount is correct, or whether the

consumer even entered into the transaction in question. Requiring debt collectors to verify debts before sending the initial notice would not eliminate inaccuracies but would simply shift the burden of detection to the party least positioned to identify them. The debt collector would still be relying on information from creditors, without access to the consumer's knowledge of payments, disputes, or other relevant facts.

Courts must avoid interpretations that produce absurd results. *See Griffin v. Oceanic Contractors, Inc.*, 458 U.S. 564, 574 (1982); *see Pub. Citizen v. U.S. Dep't of Justice*, 491 U.S. 440, 454 (1989). Interpreting the FDCPA to punish debt collectors for complying with Congressional mandates, and Regulation F, during the period Congress created for validation, produces an absurd result. Debt collectors must send validation notices within five days, disclosing required information based on creditor representations, yet face § 1692e liability if the information proves inaccurate during the validation period. Congress created that period to allow consumers to dispute such information. The Eleventh Circuit's opinion creates the absurd result that the debt collector is strictly liable when the information that it puts into its notice, consistent with the Model Letter language regarding the existence of the debt, turns out to be incorrect, even before the consumer has the opportunity to advise them of such inaccuracy.

These points lead to a clear conclusion: good-faith compliance with § 1692g constitutes a safe harbor from § 1692e liability during the thirty-day validation period. The safe harbor is narrow and temporally limited. It applies only during the § 1692g(a)

validation period and only where the debt collector complies with § 1692g and the Model Letter requirements. After the validation period expires, normal § 1692e analysis and the bona fide error defense under § 1692k(c) apply to all collection activities.

## **II. THE ELEVENTH CIRCUIT'S DECISION IMPROPERLY RESTRICTS THE BONA FIDE ERROR DEFENSE AND UNDERMINES REGULATION F**

Requiring debt collectors to satisfy the bona fide error defense during the validation period is not what Congress intended, as illustrated by the plain language of the statute. Section 1692k(c) provides what is commonly called the “bona fide error defense.” It requires three elements: that the violation was (1) unintentional, (2) was a bona fide error, and (3) “occurred notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.” 15 U.S.C. § 1692k(c). The Eleventh Circuit’s opinion holds that procedures are not “reasonably adapted” unless they include pre-validation investigation sufficient to discover all potential inaccuracies, regardless of whether such inaccuracies are discoverable or whether debt collectors reasonably relied on creditor representations.

The Eleventh Circuit’s interpretation inserts potential liability into the safe harbor that Congress intended. Pursuant to Congressional authority, the CFPB promulgated Regulation F to implement § 1692g. The CFPB provided the Model Letter, consistent with Congressional intent, for debt

collectors to use. Debt collectors who use CFPB model language comply with both § 1692g and Regulation F.

Yet under the Eleventh Circuit's interpretation, debt collectors using the Model Letter language face § 1692e liability for using that language during the validation period if creditor-provided information proves inaccurate. The approach exposes the Congressional framework to case-by-case judicial second-guessing and creates uncertainty the regulation was designed to eliminate. The point of this area of the FDCPA was to protect both debt collectors and consumers by giving clear guidelines on how to obey the law. The decision below defeats this purpose.

### **III. THE VERIFICATION SAFE HARBOR ADDRESSES PRACTICAL REALITIES WHILE PRESERVING CONSUMER PROTECTIONS**

The practical consequences demonstrate why the safe harbor is necessary. Debt collectors receive millions of accounts annually from thousands of creditors. Creditors possess information about their customers that debt collectors often cannot access. Debt collectors operate as intermediaries without access to original transaction records, payment systems, or customer account histories. Only creditors can access their own billing systems, payment processing records, and customer communications. Independent verification would require debt collectors to duplicate creditor record-keeping systems at enormous cost, creating redundant infrastructure that serves no purpose in improving accuracy. Requiring debt collectors to independently investigate every account before sending Congressionally

mandated validation notices would delay consumer notification beyond the five-day statutory deadline, increase costs without improving accuracy, undermine the validation period's purpose, create duplicative procedures, and reduce creditor accountability.

The five-day deadline leaves insufficient time for meaningful independent verification across thousands of daily account placements. Pre-notice verification would create a bottleneck that delays the very consumer notification Congress mandated, denying consumers timely information about debts they may need to address urgently. It would further harm the consumer public by causing an increase in cost of goods to cover the increase in costs of collection of debts for goods that were purchased. The safe harbor avoids these consequences while protecting consumers through robust dispute rights during the validation period and full § 1692e scrutiny after that period ends.

The Eleventh Circuit's approach also eliminates any meaningful role for the validation period itself. If debt collectors must verify debt before providing the verification notice, the thirty-day dispute period becomes a meaningless ceremonial procedure. Consumer dispute rights are rendered hollow if the debt collector has already committed to the debt's validity before sending the notice. The statutory framework contemplates a collaborative process where the validation notice initiates dialogue, not a regime where the debt collector must reach final conclusions before any consumer input.

The safe harbor maintains appropriate allocation of responsibility between creditors and debt collectors.

Imposing strict liability on debt collectors for creditor errors shifts responsibility away from the party controlling the original data. Creditors possess the underlying account information and are best positioned to ensure accuracy before placing accounts for collection. If debt collectors bear all verification liability regardless of creditor negligence, creditors face reduced consequences for sloppy record-keeping. The safe harbor preserves incentives for creditors to provide accurate information while recognizing that debt collectors must rely on creditor representations during the validation period.

Economic efficiency supports the safe harbor approach. Duplicative verification wastes resources without improving accuracy for debts that consumers will not dispute. The validation period allows verification resources to be focused on disputed debts, where investigation is most needed and most likely to be productive. Market forces already incentivize accuracy because debt collectors cannot successfully collect invalid debts. Requiring pre-notice verification adds costs without corresponding benefits, ultimately harming consumers through higher prices and delayed notification of legitimate debts.

The proper framework recognizes that the bona fide error defense under § 1692k(c) applies to collection activities after the validation period. Because liability is not at issue for sending the validation notice itself, the bona fide error defense need not be satisfied. That distinction preserves both protections while confining them to their proper temporal domains. During the validation period, the safe harbor protects compliant validation notices. After the validation period expires, the bona fide error

defense protects debt collectors from liability for unintentional errors in post-validation activities.

## CONCLUSION

Section 1692g was enacted to initiate a debt validation process, not to penalize debt collectors for complying with its requirements. The Eleventh Circuit's interpretation creates a conflict between § 1692g and § 1692e, exposing debt collectors to liability for following the law. Such a contradiction undermines both consumer protection and legitimate debt collection. Without Supreme Court clarification, debt collectors face uncertainty and potential liability, despite adhering to federal mandates.

Recognizing a narrow safe harbor for good-faith compliance during the validation period aligns with Congressional intent and preserves the FDCPA's integrity. The Court should grant certiorari to resolve this conflict and restore coherence to the statutory framework.

Respectfully submitted,

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