

ACA Huddle: An Overview of the NYC DCA Foreign Language Services Rules

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Jonathan Pompan, partner and co-chair of Venable’s Consumer Financial Services Practice Group, is based in Venable’s Washington, DC office. Jonathan has extensive experience representing financial services companies, including some of the largest debt buyers and collectors and advertisers of financial services in the country, other consumer financial services providers, and their service providers. This work gives him considerable insight into successful strategies for satisfying new and evolving regulatory expectations.

Jonathan has assisted clients in bet-the-company government investigations and litigation pursued by federal agencies such as the CFPB and the FTC, as well as in-state enforcement proceedings involving state attorneys general. His experience includes several CFPB investigations and examination preparation and appeals. In addition, he provides ongoing compliance and general counseling advice to several clients in the debt collection and credit services, lenders, and advertising and marketing sectors.

Jonathan is a frequent speaker, organizer, and moderator of conference panels, and author on legal and regulatory issues of significance to financial services companies. Recent speaking engagements include Association of Corporate Counsel Financial Services Committee, OLA Compliance University, Lend360, ACA International Annual Convention, and the Receivables Management Association International (RMAI) Annual Conference.

For an index of articles and presentations on consumer financial services legal and regulatory topics, see www.Venable.com/cfs/publications.

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Alexandra Megaris, partner, in Venable’s New York office, focuses on complex regulatory investigations and government enforcement matters involving state attorneys general, the Federal Trade Commission (FTC), the Consumer Financial Protection Bureau (CFPB), state regulatory agencies, and the U.S. Congress. Alex also works closely with Venable's government affairs team in advocating for clients before these agencies. She has extensive experience with consumer protection laws, such as state unfair, deceptive and abusive practices (UDAAP) laws, the FTC Act, the Consumer Financial Protection Act, the FTC's Telemarketing Sales Rule, and product-specific regulations, including those regulating credit reporting, loan servicing, and debt collection.

A significant area of focus for Alex has been performing compliance examinations, including gap analyses and improvement programs encompassing all aspects of the enterprise, for both debt buyers and credit issuers, and assisting clients in CFPB examinations and structuring compliance management systems and enhancements to policies and procedures, including credit reporting, call center operations and litigation programs, and review of internal audit programs.

Alex is a frequent speaker and author on consumer financial services matters. Recent presentations include “Stay Up-to-Date: Tracking the State Level Response to COVID-19 and Impacts to Collections” for the Receivables Management Association (RMA), “The New World Order – Communicating with Consumers via Email and Text – What You Need to Know” at the RMA Annual Conference, and What is Trending in Compliance Today at the National Creditors Bar Association Fall Conference.

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Cara Cotter, Compliance Counsel at PRA Group, Inc., is based at the headquarters location in Norfolk, Virginia. PRA Group, Inc. is a global financial and business services company with operations in the Americas, Europe, and Australia. As Compliance Counsel, Cara advises the business on a variety of legal matters, including legislative and case law developments and licensing issues.

Prior to joining PRA Group, Inc. in 2016, Cara practiced at a local firm in Norfolk, Virginia representing clients in business bankruptcy and commercial litigation matters. Cara began her career clerking for the Honorable S. Bernard Goodwyn on the Supreme Court of Virginia from 2010-2012.

Timeline of the Language Access Rule



Timeline of Language Access Rule

- ~1,546 licensed debt collection agencies with DCA (as of September 2, 2020)
- September 2019 – DCA Report “Lost in Translation: Findings from Examination of Language Access by Debt Collectors”
 - Highlights limited-English proficiency (LEP) consumers by debt collection agencies
- March 5, 2020 - NYC DCA proposed and published rule
- April 10, 2020 - public hearing (no comments received)
- June 18, 2020 – DCA announces to associations a 60-day enforcement “1st Grace Period” and intention to publish FAQs
- June 27, 2020 – original effective date (1st Grace Period begins)
- August 6, 2020 – DCA publishes FAQs
- August 7, 2020 – “2nd Grace Period” (no enforcement before October 1, 2020)
- ~~August 26, 2020 – 1st Grace Period Expires~~
- **September 1, 2020 – debt collection agencies must maintain an annual report in its records and produce it to the DCA upon request**
- **October 1, 2020 – 2nd Grace Period Expires, Enforcement Begins**

Core Elements of the New Rule

Source: https://rules.cityofnewyork.us/sites/default/files/adopted_rules_pdf/notice_of_adoption_-_debt_collection_language_access_2.pdf

New York City Department of Consumer Affairs

Notice of Adoption

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of Consumer Affairs by sections 1043 and 2203(f) of the New York City Charter, and sections 20-104(b), 20-497(a), and 20-702 of the New York City Administrative Code, and in accordance with the requirements of section 1043 of the New York City Charter, that the Department of Consumer Affairs ("DCA" or the "Department") amends sections 2-193, 5-77, and 6-62 of title 6 of the Rules of the City of New York.

This rule was proposed and published on March 3, 2020. A public hearing was held on April 10, 2020. The Department did not receive any comments.

Statement of Basis and Purpose of Rule

The Department is adding new rules that require debt collectors to inform consumers about whether certain language access services are available and to retain records relating to language access services.

Approximately a quarter of the population of New York City does not understand English proficiently. Many debt collectors working to collect debts from New York City consumers, however, are not providing adequate language access services to consumers. For more background on this issue, see the Department's publication, "Lost in Translation: Findings from Examination of Language Access by Debt Collectors." This publication highlights the lack of language access services provided for limited-English proficiency (LEP) consumers by debt collection agencies.

These new rules enable consumers who require language access services to better understand their rights with respect to debt collection and to facilitate communication between collectors and LEP consumers. The recordkeeping requirements allow the Department to ensure that LEP consumers are receiving sufficient information when contacted by a debt collector. The prohibited practices ensure that debt collectors are not engaging in deceptive or unfair conduct with respect to language access.

Specifically, these new rules require debt collectors to:

- Inform consumers—in any initial collection notice and on any public-facing website maintained by the collector—of the availability of any language access services provided by the collector and of a translation and description of commonly-used debt collection terms in a consumer's preferred language on the Department's website;
- Request, record, and retain, to the extent reasonably possible, a record of the language preference of each consumer from whom the collector attempts to collect a debt; and
- Maintain a report identifying, by language, the number of consumer accounts on which an employee of the collector attempted to collect a debt in a language other than English, and the number of employees that attempted to collect on such accounts.

These rules also prohibit debt collectors from:

- Providing false, inaccurate, or incomplete translations of any communication to a consumer in the course of attempting to collect a debt; and
- Misrepresenting or omitting a consumer's language preference when retaining, selling, or referring for litigation any consumer account, where the debt collector is aware of such preference.

Core Elements of the New Rule

The new rule requires debt collectors to:

- **Inform consumers**—in any initial collection notice and on any public-facing websites maintained by the collector—of the availability of any language access services provided by the collector and of a translation and description of commonly-used debt collection terms in a consumer’s preferred language on the Department’s website;
- **Request, record, and retain**—must request the language preference of each consumer and, to extent possible, must record and retain consumer’s preference; and
- **Annual report**—prepare annual a report identifying, by language, the number of consumer accounts on which an employee of the collector attempted to collect a debt in a language other than English, and the number of employees that attempted to collect on such accounts. The annual report form is available at nyc.gov/BusinessToolbox.



Additional Requirements

- The rule prohibits debt collectors from:
 - Providing false, inaccurate, or incomplete translations of any communication to a consumer in the course of attempting to collect a debt; and
 - Misrepresenting or omitting a consumer’s language preference when returning, selling, or referring for litigation any consumer account, where the debt collector is aware of such preference.



FAQs: New Rules for Debt Collectors Regarding Language Access

Context: What are language access services?

DCA provides examples of language access services, including but not limited to:

- Collection letters in a language other than English
- Customer service representatives who speak in a language other than English
- A translation service for the collector's website
- A service that interprets phone conversations in real-time.

FAQs: New Rules for Debt Collectors Regarding Language Access (August 6, 2020)

<p>NYC Consumer Affairs</p> <p>Frequently Asked Questions: New Rules for Debt Collectors Regarding Language Access</p> <p>On June 27, 2020, new rules took effect that, among other things, require debt collectors to:</p> <ul style="list-style-type: none"> request and record the language preference of each consumer from whom they collect; and inform each consumer if they offer any services in a language other than English. <p>Because of the COVID-19 crisis, the Department of Consumer Affairs (DCA) has provided a 60-day enforcement grace period—from June 27, 2020 to August 26, 2020—during which DCA will not issue any new rule violations.</p> <p>DCA created these frequently asked questions to help debt collectors comply with the new rules. DCA intends to modify the new rules to reflect the answers and interpretations in this document.</p> <p>Who is required to maintain a record indicating the language preference of each consumer under 6 RCNY § 2-193(b)(5) and an annual report of certain agency information under 6 RCNY § 2-193(c)(3)? Anyone required to obtain a Debt Collection Agency license must comply with these requirements. See New York City Administrative Code (NYC Admin. Code) § 20-489 for the definition of debt collection agencies for licensing purposes.</p> <p>What is a debt collection agency required to do with the annual report it prepares to comply with 6 RCNY § 2-193(c)(3)? As of September 1, 2020, a debt collection agency must maintain the annual report in its records and produce it to DCA upon request.</p> <p>Where can I find the annual report form referenced in 6 RCNY § 2-193(c)(3)? The annual report form is available at nyc.gov/BusinessTools.</p> <p>Are there instances when a debt collector may infer the language preference of a consumer? No. Under 6 RCNY § 5-77(i)(9), a debt collector may not attempt to collect a debt without requesting and recording a consumer's language preference.</p> <p>Also, under 6 RCNY § 2-193 (b)(5), a debt collection agency must maintain a record of the language preference for each consumer from whom it attempts to collect debt.</p> <p>The only exception is when a debt collector is not aware of the consumer's preference despite reasonable attempts to obtain it.</p> <p>Is a debt collector required to request a consumer's language preference in each communication with the consumer? No. Debt collectors must make reasonable attempts to obtain and record a consumer's language preference in the collection process.</p> <p>08/06/2020 Page 1 of 3</p>	<p>Once a debt collector requests and records a consumer's language preference on a consumer's account, the collector does not have to request this information in later communications on the same account.</p> <p>If a consumer declines to provide a language preference, the collector may record the consumer's non-response, which will satisfy its obligation.</p> <p>Do the new rules apply to creditors that are attempting to collect debts they own and that are not in default? Yes, no, and it depends. See below for an explanation.</p> <p>Yes (rule applies):</p> <ul style="list-style-type: none"> Creditors must comply with 6 RCNY § 5-77(d)(18), which prohibits "the false, inaccurate, or partial translation of any communication when the debt collector provides translation services." <p>No (rule does not apply):</p> <ul style="list-style-type: none"> 6 RCNY § 5-77(i)(2)(vi)-(vii) does not apply to creditors at any stage of the debt collection process. <p>It depends (rules may apply):</p> <ul style="list-style-type: none"> 6 RCNY § 2-193(b)(5) applies if creditors are also licensed debt collection agencies. 6 RCNY § 5-77(i)(18) and (i)(9) apply only when debt collection procedures have begun. 6 RCNY § 5-77(h) applies only if creditors maintain a website accessible to the public that relates specifically to creditors' collection of debts after debt collection procedures have begun. <p>Under 6 RCNY § 5-77(i)(9), must a debt collector request the language preference of a consumer before providing the "Mini-Miranda" notice required by 6 RCNY § 5-77(d)(15) or 18 U.S.C. § 1692e(1)? No. Before requesting language preference, debt collectors may first:</p> <ul style="list-style-type: none"> confirm the identity of the consumer with whom they are speaking; and provide any legally required notices. <p>If collectors use language access services that enable them to communicate in the consumer's preferred language, the collector must offer those services and repeat all notices in that language.</p> <p>What does the phrase "language access services" mean in 6 RCNY §§ 5-77(i)(2)(vi) and (h)(1)? "Language access services" are any service available in a language other than English that a debt collector provides to consumers. Language access services include, but are not limited to, the use of:</p> <ul style="list-style-type: none"> collection letters in a language other than English; customer service representatives who collect or attempt to collect debt in languages other than English; a translation service for the collector's website; and a service that interprets phone conversations in real time. <p>08/06/2020 Page 2 of 3</p>	<p>Do the new rules require debt collectors to provide any language access services to consumers? No, the new rules do not require debt collectors to provide any language access services to consumers. However, under 6 RCNY §§ 5-77(i)(2)(vi), (h)(1), debt collectors must inform consumers of any language access services they offer, including:</p> <ul style="list-style-type: none"> the option for consumers to speak with a multilingual company representative and to receive collection letters in their preferred language; and the language(s) in which the debt collector provides language access services. <p>If a debt collector states in an initial validation notice or on its website that it provides specific language access services, the debt collector must actually provide those services upon request to a consumer.</p> <p>If a debt collector does not provide any language access services to consumers, does it need to include a statement informing consumers of that on its initial validation notice and on its publicly accessible website? Yes. A debt collector that does not offer any language access services must include a statement to that effect in its initial validation notice and on its publicly accessible website.</p> <p>If a debt collector provides the opportunity for a consumer to speak with a customer service representative in the consumer's preferred language, does the collector also have to provide written collection letters in the consumer's preferred language? No. A debt collector may provide certain—not all—language access services, so long as the collector clearly and conspicuously notifies consumers of the specific services it provides, and in which languages, on:</p> <ul style="list-style-type: none"> the collector's validation notice (per 6 RCNY § 5-77(i)(2)(vi)); and any website maintained by the collector and accessible to the public that relates specifically to the collection of debts after debt collection procedures have begun (per 6 RCNY § 5-77(h)(1)). <p>A debt collector may provide a service in only a certain language(s) even if it provides its other services in other/more languages.</p> <p>Is a debt collector that performs numerous business activities required to disclose the two statements set forth in 6 RCNY § 5-77(h) on all of its publicly accessible websites? No. A debt collector must include the two required statements only on its publicly accessible websites that relate specifically to the collection of debts after debt collection procedures have begun. The statements must be clear and conspicuous.</p> <p>Do the new rules extend to litigation activities that only a licensed attorney can perform? No. The new rules do not apply to litigation activities that only a licensed attorney can perform, such as:</p> <ul style="list-style-type: none"> filing a lawsuit; or requesting an income execution. <p>08/06/2020 Page 3 of 3</p>
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FAQs: New Rules for Debt Collectors Regarding Language Access (August 7, 2020)

<p>NYC Consumer Affairs</p> <p>Frequently Asked Questions: New Rules for Debt Collectors Regarding Language Access</p> <p>On June 27, 2020, new rules took effect that, among other things, require debt collectors to:</p> <ul style="list-style-type: none">request and record the language preference of each consumer from whom they collect; andinform each consumer if they offer any services in a language other than English. <p>Because of the COVID-19 crisis, the Department of Consumer Affairs (DCA) has extended the enforcement grace period to October 1, 2020. DCA will not issue any new rule violations before October 1, 2020.</p> <p>DCA created these frequently asked questions to help debt collectors comply with the new rules. DCA intends to modify the new rules to reflect the answers and interpretations in this document.</p> <p>Who is required to maintain a record indicating the language preference of each consumer under 6 RCNY § 2-193(b)(5) and an annual report of certain agency information under 6 RCNY § 2-193(c)(3)? Anyone required to obtain a Debt Collection Agency license must comply with these requirements. See New York City Administrative Code (NYC Admin. Code) § 20-489 for the definition of debt collection agencies for licensing purposes.</p> <p>What is a debt collection agency required to do with the annual report it prepares to comply with 6 RCNY § 2-193(c)(3)? As of September 1, 2020, a debt collection agency must maintain the annual report in its records and produce it to DCA upon request.</p> <p>Where can I find the annual report form referenced in 6 RCNY § 2-193(c)(3)? The annual report form is available at nyc.gov/BusinessTools.</p> <p>Are there instances when a debt collector may infer the language preference of a consumer? No. Under 6 RCNY § 5-77(e)(9), a debt collector may not attempt to collect a debt without requesting and recording a consumer's language preference.</p> <p>Also, under 6 RCNY § 2-193 (b)(5), a debt collection agency must maintain a record of the language preference for each consumer from whom it attempts to collect debt.</p> <p>The only exception is when a debt collector is not aware of the consumer's preference despite reasonable attempts to obtain it.</p> <p>Is a debt collector required to request a consumer's language preference in each communication with the consumer? No. Debt collectors must make reasonable attempts to obtain and record a consumer's language preference in the collection process.</p> <p>Updated 08/07/2020 Page 1 of 3</p>	<p>Once a debt collector requests and records a consumer's language preference on a consumer's account, the collector does not have to request this information in later communications on the same account.</p> <p>If a consumer declines to provide a language preference, the collector may record the consumer's non-response, which will satisfy its obligation.</p> <p>Do the new rules apply to creditors that are attempting to collect debts they own and that are not in default? Yes, no, and it depends. See below for an explanation.</p> <p>Yes (rule applies):</p> <ul style="list-style-type: none">Creditors must comply with 6 RCNY § 5-77(d)(18), which prohibits "the false, inaccurate, or partial translation of any communication when the debt collector provides translation services." <p>No (rule does not apply):</p> <ul style="list-style-type: none">6 RCNY § 5-77(f)(2)(vi)-(viii) does not apply to creditors at any stage of the debt collection process. <p>It depends (rules may apply):</p> <ul style="list-style-type: none">6 RCNY § 2-193(b)(5) applies if creditors are also licensed debt collection agencies.6 RCNY § 5-77(d)(18) and (e)(9) apply only when debt collection procedures have begun.6 RCNY § 5-77(h) applies only if creditors maintain a website accessible to the public that relates specifically to creditors' collection of debts after debt collection procedures have begun. <p>Under 6 RCNY § 5-77(e)(9), must a debt collector request the language preference of a consumer before providing the "Mini-Miranda" notice required by 6 RCNY § 5-77(d)(15) or 15 U.S.C. § 1692a(11)? No. Before requesting language preference, debt collectors may first:</p> <ul style="list-style-type: none">confirm the identity of the consumer with whom they are speaking; andprovide any legally required notices. <p>If collectors use language access services that enable them to communicate in the consumer's preferred language, the collector must offer those services and repeat all notices in that language.</p> <p>What does the phrase "language access services" mean in 6 RCNY §§ 5-77(f)(2)(vii) and (h)(1)? "Language access services" are any service available in a language other than English that a debt collector provides to consumers. Language access services include, but are not limited to, the use of:</p> <ul style="list-style-type: none">collection letters in a language other than English;customer service representatives who collect or attempt to collect debt in languages other than English;a translation service for the collector's website; anda service that interprets phone conversations in real time. <p>Updated 08/07/2020 Page 2 of 3</p>	<p>Do the new rules require debt collectors to provide any language access services to consumers? No, the new rules do not require debt collectors to provide any language access services to consumers. However, under 6 RCNY §§ 5-77(f)(2)(vii), (h)(1), debt collectors must inform consumers of any language access services they offer, including:</p> <ul style="list-style-type: none">the option for consumers to speak with a multilingual company representative and to receive collection letters in their preferred language; andthe language(s) in which the debt collector provides language access services. <p>If a debt collector states in an initial validation notice or on its website that it provides specific language access services, the debt collector must actually provide those services upon request to a consumer.</p> <p>If a debt collector does not provide any language access services to consumers, does it need to include a statement informing consumers of that on its initial validation notice and on its publicly accessible website? Yes. A debt collector that does not offer any language access services must include a statement to that effect in its initial validation notice and on its publicly accessible website.</p> <p>If a debt collector provides the opportunity for a consumer to speak with a customer service representative in the consumer's preferred language, does the collector also have to provide written collection letters in the consumer's preferred language? No. A debt collector may provide certain—not all—language access services, so long as the collector clearly and conspicuously notifies consumers of the specific services it provides, and in which languages, or:</p> <ul style="list-style-type: none">the collector's validation notice (per 6 RCNY § 5-77(f)(2)(vii)); andany website maintained by the collector and accessible to the public that relates specifically to the collection of debts after debt collection procedures have begun (per 6 RCNY § 5-77(h)(1)). <p>A debt collector may provide a service in only a certain language(s) even if it provides its other services in other/more languages.</p> <p>Is a debt collector that performs numerous business activities required to disclose the two statements set forth in 6 RCNY § 5-77(h) on all of its publicly accessible websites? No. A debt collector must include the two required statements only on its publicly accessible websites that relate specifically to the collection of debts after debt collection procedures have begun. The statements must be clear and conspicuous.</p> <p>Do the new rules extend to litigation activities that only a licensed attorney can perform? No. The new rules do not apply to litigation activities that only a licensed attorney can perform, such as:</p> <ul style="list-style-type: none">filing a lawsuit; orrequesting an income execution. <p>Updated 08/07/2020 Page 3 of 3</p>
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Source: <https://www1.nyc.gov/assets/dca/downloads/pdf/businesses/FAQs-Debt-Collectors-Language-Access.pdf>

FAQs: New Rules for Debt Collectors Regarding Language Access (August 7, 2020)

NYC Consumer Affairs

Frequently Asked Questions:
New Rules for Debt Collectors Regarding Language Access

On June 27, 2020, new rules took effect that, among other things, require debt collectors to:

- request and record the language preference of each consumer from whom they collect; and
- inform each consumer if they offer any services in a language other than English.

Because of the COVID-19 crisis, the Department of Consumer Affairs (DCA) has extended the enforcement grace period to October 1, 2020. DCA will not issue any new rule violations before October 1, 2020.

DCA created these frequently asked questions to help debt collectors comply with the new rules. DCA intends to modify the new rules to reflect the answers and interpretations in this document.

Who is required to maintain a record indicating the language preference of each consumer under 6 RCNY § 2-193(b)(5) and an annual report of certain agency information under 6 RCNY § 2-193(c)(3)?
Anyone required to obtain a Debt Collection Agency license must comply with these requirements. See New York City Administrative Code (NYC Admin. Code) § 20-489 for the definition of debt collection agencies for licensing purposes.

What is a debt collection agency required to do with the annual report it prepares to comply with 6 RCNY § 2-193(c)(3)?
As of September 1, 2020, a debt collection agency must maintain the annual report in its records and produce it to DCA upon request.

Where can I find the annual report form referenced in 6 RCNY § 2-193(c)(3)?
The annual report form is available at nyc.gov/BusinessToolbox.

Are there instances when a debt collector may infer the language preference of a consumer?
No. Under 6 RCNY § 5-77(a)(9), a debt collector may not attempt to collect a debt without requesting and recording a consumer's language preference.

Also, under 6 RCNY § 2-193 (b)(5), a debt collection agency must maintain a record of the language preference for each consumer from whom it attempts to collect debt.

The only exception is when a debt collector is not aware of the consumer's preference despite reasonable attempts to obtain it.

Is a debt collector required to request a consumer's language preference in each communication with the consumer?
No. Debt collectors must make reasonable attempts to obtain and record a consumer's language preference in the collection process.

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Source: <https://www1.nyc.gov/assets/dca/downloads/pdf/businesses/FAQs-Debt-Collectors-Language-Access.pdf>

FAQs: New Rules for Debt Collectors Regarding Language Access (August 7, 2020)

Once a debt collector requests and records a consumer's language preference on a consumer's account, the collector does not have to request this information in later communications on the same account.

If a consumer declines to provide a language preference, the collector may record the consumer's non-response, which will satisfy its obligation.

Do the new rules apply to creditors that are attempting to collect debts they own and that are not in default?
Yes, no, and it depends. See below for an explanation.

Yes (rule applies):

- Creditors must comply with 6 RCNY § 5-77(d)(18), which prohibits "the false, inaccurate, or partial translation of any communication when the debt collector provides translation services."

No (rule does not apply):

- 6 RCNY § 5-77(f)(2)(vi)-(viii) does not apply to creditors at any stage of the debt collection process.

It depends (rules may apply):

- 6 RCNY § 2-183(b)(5) applies if creditors are also licensed debt collection agencies.
- 6 RCNY § 5-77(d)(18) and (e)(9) apply only when debt collection procedures have begun.
- 6 RCNY § 5-77(h) applies only if creditors maintain a website accessible to the public that relates specifically to creditors' collection of debts after debt collection procedures have begun.

Under 6 RCNY § 5-77(e)(9), must a debt collector request the language preference of a consumer before providing the "Mini-Miranda" notice required by 6 RCNY § 5-77(d)(15) or 15 U.S.C. § 1692e(1)?
No. Before requesting language preference, debt collectors may first:

- confirm the identity of the consumer with whom they are speaking; and
- provide any legally required notices.

If collectors use language access services that enable them to communicate in the consumer's preferred language, the collector must offer those services and repeat all notices in that language.

What does the phrase "language access services" mean in 6 RCNY §§ 5-77(f)(2)(vii) and (h)(1)?
"Language access services" are any service available in a language other than English that a debt collector provides to consumers. Language access services include, but are not limited to, the use of:

- collection letters in a language other than English;
- customer service representatives who collect or attempt to collect debt in languages other than English;
- a translation service for the collector's website; and
- a service that interprets phone conversations in real time.

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Source: <https://www1.nyc.gov/assets/dca/downloads/pdf/businesses/FAQs-Debt-Collectors-Language-Access.pdf>

FAQs: New Rules for Debt Collectors Regarding Language Access (August 7, 2020)

Do the new rules require debt collectors to provide any language access services to consumers?

No, the new rules do not require debt collectors to provide any language access services to consumers. However, under 6 RCNY §§ 5-77(i)(2)(vi), (h)(1), debt collectors must inform consumers of any language access services they offer, including:

- the option for consumers to speak with a multilingual company representative and to receive collection letters in their preferred language; and
- the language(s) in which the debt collector provides language access services.

If a debt collector states in an initial validation notice or on its website that it provides specific language access services, the debt collector must actually provide those services upon request to a consumer.

If a debt collector does not provide any language access services to consumers, does it need to include a statement informing consumers of that on its initial validation notice and on its publicly accessible website?

Yes. A debt collector that does not offer any language access services must include a statement to that effect in its initial validation notice and on its publicly accessible website.

If a debt collector provides the opportunity for a consumer to speak with a customer service representative in the consumer's preferred language, does the collector also have to provide written collection letters in the consumer's preferred language?

No. A debt collector may provide certain—not all—language access services, so long as the collector clearly and conspicuously notifies consumers of the specific services it provides, and in which languages, or:

- the collector's validation notices (per 6 RCNY § 5-77(i)(2)(vi)); and
- any website maintained by the collector and accessible to the public that relates specifically to the collection of debts after debt collection procedures have begun (per 6 RCNY § 5-77(h)(1)).

A debt collector may provide a service in only a certain language(s) even if it provides its other services in other/more languages.

Is a debt collector that performs numerous business activities required to disclose the two statements set forth in 6 RCNY § 5-77(h) on all of its publicly accessible websites?

No. A debt collector must include the two required statements only on its publicly accessible websites that relate specifically to the collection of debts after debt collection procedures have begun. The statements must be clear and conspicuous.

Do the new rules extend to litigation activities that only a licensed attorney can perform?

No. The new rules do not apply to litigation activities that only a licensed attorney can perform, such as:

- filing a lawsuit; or
- requesting an income execution.

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Source: <https://www1.nyc.gov/assets/dca/downloads/pdf/businesses/FAQs-Debt-Collectors-Language-Access.pdf>

Wrap-Up and Questions & Answers

For an index of articles and presentations on consumer financial services legal and regulatory topics, see www.Venable.com/cfs/publications.

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