

Ohio Debt Collection Laws

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Javitch, Block & Rathbone LLC is a creditors' rights law firm with over 20 years of experience. Our staff of highly-trained professionals work together in order to maximize our clients' returns efficiently and compliantly in the areas of retail and commercial collections, bankruptcy, landlord-tenant, litigation, and insurance subrogation.

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Statute of Limitations

An important initial step in analyzing a debt collection matter in Ohio is determining the applicable statute of limitations ("SOL"). The applicable SOL under the Ohio Revised Code ("O.R.C.") are as follows:

Sale of Goods. Within four (4) years after the cause of action has accrued. [O.R.C. § 1302.98](#).

Promissory Note. Within six (6) years after the due date or if accelerated, within six (6) years after the accelerated due date. [O.R.C. § 1303.16](#).

Oral Contract/Accounts. Within six (6) years after the cause of action has accrued. [O.R.C. § 2305.07](#).

Written Contract. Effective September 28, 2012, the SOL decreased from fifteen (15) years to eight (8) years after the cause of action has accrued. Creditors have 8 years from the date of the enactment to sue, unless the old SOL arises sooner. [O.R.C. § 2305.06](#).

Does Ohio law apply to Statute of Limitations?

In Ohio, the legislature has enacted a “borrowing statute” under [O.R.C. § 2305.03\(B\)](#), if the default was prior to April 7, 2005, which specifies that no cause of action that accrued in another state may be maintained if the SOL has expired in that jurisdiction. This is important in suits based upon a written contract where such contract expressly designates that its terms are governed by a particular state’s laws.

Ohio Court System and Monetary Jurisdiction

Ohio trial courts consist of municipal courts, county courts, and common pleas courts. Most collection suits are filed in the municipal or county courts, due to various advantages. The judges in these courts often deal with such matters on a routine basis. As such, getting judgment in these courts is often less complicated and quicker. Also, the filing fees are typically lower than in the common pleas court.

Municipal and county courts have limited jurisdiction and can only hear civil cases that fall within that court’s territorial area. Both municipal courts and county courts have jurisdiction in cases where the amount claimed does not exceed \$15,000. O.R.C. § [1901.17](#) & [1907.03](#).

Every county has a common pleas court consisting of one or more judges. A common pleas court hears cases involving such matters as real estate, breach of contract, marital conflicts, probate, guardianships, business relationships and felony criminal cases. Common pleas courts have countywide jurisdiction. They have original jurisdiction where the claim amount exceeds \$15,000, and concurrent jurisdiction with municipal and county courts when the claim amount is from \$500 to \$15,000.

Ohio Recovery Suit Process

Initiating Suit. Ohio is a notice pleading state pursuant to [Ohio Civil Rule 8\(A\)](#):

A pleading that sets forth a claim for relief, whether an original claim, counterclaim, cross-claim, or third-party claim, shall contain (1) a short and plain statement of the claim showing that the party is entitled to relief, and (2) a demand for judgment for the relief to which the party claims to be entitled.

The purpose of this rule is to notify the defendant of the legal claim against him or her. [Wilson v. Riverside Hosp.](#), 18 Ohio St. 3d 8, 479 N.E.2d 275 (1985). Thus, they can prepare a legal defense to the allegations but specific facts are not required in general at the pleading stage.

Even though Ohio is a “notice pleading” state and not a “fact pleading” state, there are certain exceptions where further detail is necessary and this generally occurs in collection cases. [Civil Rule 10\(D\)\(1\)](#) provides, in relevant part:

Account or written instrument. When any claim..... is founded on an account or written instrument, a copy of the account or written instrument must be attached to the pleading. If the account or written instrument is not attached, the reason for the omission must be stated in the pleading.

Since “account” is not defined in [Ohio Civil Rule 10\(D\)](#), there is much debate over the pleading requirement. Whether or not account attachments satisfy the court for pleading purposes often comes down to the specific court. A common starting point, however, is as follows:

[A]n account must show the name of the party charged and contain: (1) a beginning balance (zero, or a sum that can qualify as an account stated, or some other provable sum); (2) listed items, or an item, dated and identifiable by number or otherwise, representing charges, or debits, and credits; and (3) summarization by means of a running or developing balance, or an arrangement of beginning balance and items which permits the calculation of the amount claimed to be due. [Citibank \(South Dakota\), N.A. v. Lesnick](#), 2006-Ohio-1448, at ¶ 9.

As noted by the Fourth Appellate District, “Rule 10(D)(1) does not require a plaintiff to attach a complete copy of the account...., nor does it require a creditor to attach a copy of every statement issued....” [Capital One Bank v. Nolan](#), 4th Dist. No. 06CA77, 2008-Ohio-1850, at ¶ 10.

Service. Proper service in a debt collection matter can often be challenging. The most common forms of service in debt collection cases are service by certified mail (pursuant to [Ohio Civil Rule 4.1\(A\)\(1\)](#)) signed by any person at the Defendant’s residence; or service by regular mail (pursuant to [Ohio Civil Rule 4.6\(C\) or \(D\)](#)) where the certified mail was either refused or unclaimed.

Answer Deadline. Once service has been perfected, the Defendant has twenty-eight days after the date of mailing, as evidenced by the certificate of mailing, to file an Answer. The clerk of courts endorses this Answer date upon the summons which is sent.

Default Judgment. When a Defendant fails to plead or otherwise defend, the Plaintiff is entitled to a judgment by default. Such a motion is typically applied for in writing and is supported by a creditor’s affidavit. The affidavit establishes the amount due and that the creditor is the proper party to seek judgment. Alternatively, some courts will conduct a hearing prior to granting the motion for default judgment.

Summary Judgment. This alternative is used when the court will not grant a Motion for Default Judgment or when the debtor has filed an answer disputing the statements contained in the complaint. A Motion for Summary Judgment is often based upon unanswered discovery in the form of Admissions that have been

propounded but not answered by defendant. Pursuant to the Ohio Civil Rules and case precedent, the admissions are therefore deemed to be admitted. In Ohio, Civil Rule 56 provides a party may seek recovery upon a claim if it can be demonstrated that there is no genuine issue as to any material fact that remains to be litigated.

If the moving party meets its burden, the nonmoving party must then provide evidence illustrating a genuine issue of material fact exists. Otherwise, pursuant to [OH Civil Rule 56\(E\)](#), summary judgment is granted.

Affidavits for Summary Judgment and Default Judgment.

Many courts require an Affidavit to be submitted with a Motion for Default Judgment. However, virtually all courts in Ohio mandate an Affidavit to be submitted with a Motion for Summary Judgment.

An affidavit is defined as a written declaration under oath, made without notice to the adverse party. [O.R.C. § 2319.02](#). A proper affidavit should contain a caption or title, statement of venue, and jurat (certificate that the written instrument was sworn to by the individual who signed it). No other formal requirements are necessary other than the signature of the affiant and statement of the officer that the affidavit was subscribed and sworn before him or her. 1 Ohio Jur. 3d Acknowledgements, Etc. § 36.

[Civil Rule 56\(E\)](#) indicates that a motion for summary judgment shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavit. Sworn or certified copies of all papers or parts of papers referred to in an affidavit are required to be attached to or served with the affidavit.

Collecting after Judgment

The most common form of collection in consumer cases after judgment is by garnishment. Garnishments are a special remedy in Ohio governed under [O.R.C. § 2716](#). Garnishments encompass both personal earnings (i.e., - Wage Garnishments) and garnishment of property (i.e., - Bank Garnishment).

Personal Earnings

Per [O.R.C. § 2716.01\(A\)](#), a person who obtains a judgment against another person may garnish the personal earnings of the person against whom judgment was obtained only through a proceeding in garnishment of personal earnings and only in accordance with this chapter.

Prior to filing a garnishment of personal earnings, the judgment creditor must mail the judgment debtor a demand for payment to avoid garnishment. The judgment debtor then has 15 days to complete the form and return it to the judgment creditor with a calculated payment in order to avoid garnishment. If the judgment debtor fails to do so, then the judgment creditor may file an affidavit and order of garnishment with the Court. A garnishment of personal earnings is continuous.

Bank Garnishment

Per [O.R.C. § 2716.01\(B\)](#), a person who obtains a judgment against another person may garnish the property, other than personal earnings, of the person against whom judgment was obtained, if the property is in the possession of a person other than the person against whom judgment was obtained. This execution may occur only through a proceeding in garnishment and in accordance with the requirements of [O.R.C. § 2716.01\(B\)](#). No notice is required and bank attachments are a one-time event.

The Garnishment Process

Garnishee Answer. In both contexts, once the garnishment is filed, the court serves the garnishee (employer or a bank) with a Garnishment Order. The garnishee then must answer to the court whether there are funds available, depending on the type of garnishment, and pay those funds to the court.

Hearings after the Garnishment Order. After the garnishee answers, the judgment debtor has a short window to request a hearing and argue that the garnishment funds are exempt from execution. Should the judgment debtor fail to request a hearing, then the request is waived. The hearing is limited to the narrow issue of whether the garnishment funds are exempt, and it is the judgment debtor's burden of proof.

Garnishment Exemptions. The law of Ohio and the United States provides that certain benefit payments cannot be taken from a judgment debtor to pay a debt. Typical among the benefits that cannot be attached or executed upon by a creditor are the following: (1) Workers' compensation benefits; (2) Unemployment compensation payments; (3) Cash assistance payments under the Ohio Works First program; (4) Benefits and services under the prevention, retention, and contingency program; (5) Disability financial assistance administered by the Ohio Department of Job and Family Services; (6) Social Security benefits; (7) Supplemental Security Income (S.S.I.); (8) Veteran's benefits; (9) Black lung benefits; and (10) certain pensions. Also of note, 75 percent of a judgment debtor's net earnings are exempt (so the judgment creditor is only entitled to 25 percent of a judgment debtor's net income).

Judgment Liens

Under Ohio law, property liens are an allowable method available to a creditor for payment of debtor obligations. In Ohio, [O.R.C. § 2329.01](#) allows a creditor a broad range of assets that can be seized and sold to satisfy judgments. Under [O.R.C. § 2329.02](#), a creditor may place a judgment lien upon real property owned by the debtor. To attach the lien, the creditor files the certificate of judgment with the clerk of court of common pleas in any Ohio county where the debtor owns real property now or may own in the future. The clerk then docket and indexes it in a judgment docket under the judgment creditor's and judgment debtor's name. A judgment lien will remain attached to the debtor's property for five years.

Although judgment liens are subject to exemptions, those exemptions do not come into play if the debtor is attempting to voluntarily sell or refinance the real property. A judgment lien allows a creditor to collect upon its debt when the debtor attempts to sell or refinance the home. The debtor is often required to pay the judgment out of the proceeds of the sale or refinance. If the amount of the judgment is more than the amount of equity in the debtor's home, then the lien may prevent the debtor from selling or refinancing until the debtor can pay off the judgment.

Attachments of Property

In Ohio, [O.R.C. § 2329.01](#) allows a creditor a broad range of assets that can be seized and sold to satisfy judgments. The statute allows execution against, lands, tenements, leasehold estates and any other non-exempt goods or chattels.

Subject to the exemptions, the statute allows a judgment creditor to seize any property of a debtor to satisfy a judgment. However, the process by which this is done can often be both timely and costly. [O.R.C. § 2329.09 through 2329.14](#) set forth the procedural requirements of conducting a levy on property. The statute requires a judgment creditor to issue a 'writ of execution,' which directs the sheriff to seize property. The creditor may then incur costs to ship and store the property, depending on the exact nature of the levy and property. Pursuant to [O.R.C. § 2329.15](#), the creditor is then obligated to bear the expense of the court's appointment of three independent appraisers to determine the value of the property. Following appraisal and certain other notices that are published or served, the creditor must auction the property, and it may not sell for any less than 2/3 the appraised value.

As is evident from the procedure set forth above, a levy on property is neither quick, nor inexpensive. Additionally, there is no certainty that bidders will appear to purchase the property. For that reason, such executions are typically reserved for commercial matters, where the value of the property is substantial and the absence of security interests in the property can be determined beforehand.

Exemptions

Exemptions to executions, garnishments, attachment or sale to satisfy a judgment are codified in O.R.C. § 2329.63 through 2329.66 and apply to all courts in Ohio. The most common consumer exemptions are found in [O.R.C. § 2329.66](#) and include:

When the money owed is due to health care services or supplies: (A)(1)(a) Exempted personal or real property	\$21,625
(A)(1)(b) Personal residence	\$21,625
(A)(2) One motor vehicle	\$3,450
(A)(3) Cash	\$425
(A)(4)(a) Household items - Individual item	\$550

(A)(4)(a) Household items - Aggregate value	\$11,525
(A)(4)(b) Jewelry	\$1,450
(A)(5) Professional books or trade tools	\$2,175

Commercial Collections.

In Ohio, the primary difference between retail/consumer collections and commercial collections is the degree of compliance that must be applied to the transaction and resulting collection efforts. While the [Fair Debt Collection Practices Act](#) (FDCPA) applies to consumer collections, it specifically exempts non-consumer transactions from its scope. Additionally, laws such as the [Ohio Consumer Sales Practices Act](#) specifically exclude commercial transactions. With these exceptions, we are able to pursue commercial claims with a greater level of tenacity than otherwise might be employed in a consumer cases.

In addition to exclusion from consumer protection statutes, commercial debtors are ordinarily held to a higher standard in courts across Ohio. The terms of commercial contracts are more likely to be strictly construed by a court interpreting their effect. Contract provisions calling for acceleration of balances due, late fees, variable interest rates or summary rights of execution by a creditor are much more likely to be legally enforceable in a commercial context. Equipment levies, creditor's bills, successor liability and receiverships are additional recovery tools available to a commercial creditor in Ohio that are ordinarily restricted or unlawful in a consumer transaction. Attorney fees are also collectable in many commercial collection matters if provided by the contract.

Collection of Secured Debts.

Replevins

Replevins in Ohio are governed by [O.R.C. § 2737](#). Replevins arising out of consumer transactions will be bound by all applicable federal and state consumer protection statutes, including the [FDCPA](#).

In Ohio, a secured party is entitled to prejudgment recovery of possession of collateral, when certain conditions are met. In short, the secured party must file a motion that is accompanied by an affidavit setting forth the following: identification of the collateral, nature of security interest, explanation of damages and location of the collateral. [O.R.C. § 2737.03](#). The party in possession of the collateral is then entitled to request a hearing. If such a hearing is requested and conducted, the scope of the hearing is limited to whether the secured party has probable cause to support the motion. In most situations, probable cause is established by the affidavit alone. [O.R.C. § 2737.06](#). If the motion is granted, a secured party will be entitled to possession of its collateral upon posting of a bond equal to two (2) times the value

of the collateral. The matter then continues in litigation to a finding on permanent possession and money damages, if such money claim is joined with the claim for possession.

Though temporary possession is permitted by statute, some secured parties choose not to secure possession and avoid the need for bond. In Ohio, a secured party is permitted to proceed in seeking permanent possession, without first obtaining temporary possession.

Foreclosure

Ohio is a judicial foreclosure state so that the holder of a mortgage who seeks foreclosure must file a law suit in order to ultimately cause the real estate subject to the mortgage to be sold.

Standing. The party seeking foreclosure must be the holder of the note and the mortgage at the time the action is filed. If the party did not originate the loan, then they must have evidence of the transfer of the note (endorsement or allonge) and assignment of the mortgage, all of which must predate the filing of the case. See [Ohio Civil Rule 17\(A\)](#).

Parties. All persons/entities with an interest in the real estate must be named as parties to the foreclosure action. This includes all owners, mortgage holders, judgment and tax lien holders. As a result, it is incumbent upon the party filing the case to obtain a title report. In Ohio that report is referred to as a Preliminary Judicial Report. The report must be filed within 14 days of the filing of the action and must have an effective date within 30 days of the case being filed. [O.R.C. § 2329.191\(B\)](#).

Service of Process. Service of the foreclosure complaint must be perfected on all parties named in the action. Service may be obtained in various ways, but in the event all usual attempts at service have been exhausted, service by publication is also available. If service by publication is used, an advertisement must run in a newspaper of general circulation for three (3) weeks.

Answer. Once a party has been duly served, the party has 28 days from the date of service to file an answer to the foreclosure action to assert whatever interest they may have in the real estate. See Ohio Civil Rule 12. If the party fails to file an answer in a timely manner, then that party is subject to being found in default, so that they will be deemed not to have an interest in the real estate. This maxim applies to any party, including the holders of mortgages and other liens of record except the county treasurer, whose lien for real estate taxes is always senior to all other liens and not subject to being wiped out by reason of the treasurer's failure to answer into the foreclosure action.

Judgment. When all parties have been served and the time for each party to answer has expired, the party seeking foreclosure can file a motion with the court seeking judgment. Prior to doing so and pursuant to [O.R.C. § 2329.191\(B\)\(7\)](#), the foreclosing party must obtain an updated title report called a

Final Judicial Report which updates the state of the title affecting the real estate from the time of the original title report. In virtually all counties in Ohio, an affidavit must be obtained from the foreclosing party attesting to, among other things, the balance due and owing under the note. The motion will typically be for default judgment if the borrower has not answered or appeared in the action, and there are no true disputes between the lien holders as to the priority of their respective liens. If the borrower has filed an answer or there is a lien priority dispute, then a Motion for Summary Judgment will be filed. In either case, the foreclosing party is asking for findings such that the borrower be deemed in default of his/her obligations under the note and mortgage; that as a result of such default there be a determination as to the balance due and owing under the note; that the court determine the foreclosing party's mortgage is a good and valid lien over the subject real estate; and finally, that the conditions of the mortgage have been broken so as to grant foreclosure of the mortgage and sale of the real estate.

Sale. Once judgment is entered, a public auction by sheriff sale of the real estate may be requested. The sheriff must have the land appraised and the sale advertised for three weeks in a daily or weekly newspaper prior to the actual sale date. See O.R.C. §[2323.07](#), [2329.23](#) and [2329.26](#). The property cannot be sold for less than two-thirds of the appraised value. Upon confirmation of the sale by the court, the Sheriff will issue a deed to the successful purchaser and distribute the proceeds of the sale to the lien holders in the order of their lien priority.

Bad Checks - Special Cause of Action

Ohio does allow for persons who have been damaged by having a check dishonored to file a civil suit to recover sums due pursuant to [O.R.C. § 2307.61](#). Additionally, a person damaged by another's bad check may seek punitive damages equal to three (3) times the amount of the dishonored check.

To establish the offense of passing bad checks, one must show that the debtor: (1) acted with purpose to defraud, (2) issued a check, and (3) knew that the check would be dishonored. Though the third element, knowledge, is the most difficult for an injured party to establish, a person who issues a bad check is presumed to know that the check will be dishonored pursuant to [O.R.C. § 2913.11\(C\)\(2\)](#).

Prior to instituting a civil action for passing bad checks, the damaged party must provide notice to the other party and allow thirty (30) days to cure the delinquency. [O.R.C. § 2307.61](#). If the other party does cover the balance due within that period of time, you may not proceed in a civil action for passing bad checks and may not seek to collect treble damages. *Id.* Treble damages may also not be sought if the underlying transaction is a 'short term loan' as defined by [O.R.C. § 1321.35 to 1321.48](#). [O.R.C. § 2307.61](#)

Dormant Judgments

In Ohio, a judgment becomes “dormant” five years after the date of judgment or the last execution. Once it becomes dormant, it no longer acts as a lien upon the estate of the judgment debtor. Additionally, pursuant to [O.R.C. § 1343 et seq.](#), interest should not accrue during the period of dormancy. [O.R.C. § 2327.01](#) defines executions as a process issued by the court itself...and directed to the sheriff.

As an example, a Creditor obtains Judgment against Debtor on October 10, 2000, and the date of the last attempted execution on the Judgment was February 6, 2001. Pursuant to [O.R.C. § 2329.07](#), the judgment becomes dormant five (5) years after the date of judgment or last execution. Therefore, the Judgment in this instance did not become dormant until February 6, 2006.

When a judgment becomes dormant, it may be revived by a Motion to Revive Dormant Judgment brought within ten (10) years after it became dormant. See [O.R.C. § 2325.15 through 2325.18](#). As a practical matter, a judgment may be enforceable for a minimum of fifteen years if the proper steps are taken to revive any dormant judgment.

Average Collection Costs and Fees

Court costs vary greatly throughout the state. Below is an average of the most common court costs:

	County Court	Municipal Court	Common Pleas
Suit Process			
Law Suit	101	100	232
Issue Personal Service	20	23	
Issue Publication Service			150
Motion For Default Judgment	10	13	
Motion For Summary Judgment	10	14	55
Garn/Attachment			
Wage Garnishment	61	81	88
Bank Attachment - 1Garnishee	45	40	86
Levy On Personal Property	50	148	81
Debtor Exam	41	39	80
File Certificate - Lien			25
File Certificate - Transfer	41	44	32
File Foreign Judgment		16	75
Misc. Post-Judgment Activities			
Motion To Correct Record	4	13	50
Motion To Revive Judgment	38	35	62
Order & File Cert- Lien		15	29
Request Certificate - Lien	12	11	5
Request Certificate - Transfer	10	11	7
Request Certified JE	3	4	2
Request Exemplified Judgment	10	11	6
Satisfaction	4	6	5

File Lien Release	5	6	6
Garn Release		9	15

Licensing Requirements

There is no collection license required in Ohio. Nor is there any bond requirement to operate a collection agency in Ohio.

There is a requirement that all foreign corporations that are “transacting business” in Ohio must hold a license to do so with the Secretary of State. To procure a license, a foreign corporation would file an application, pay a filing fee, and comply with all other requirements of law respecting the maintenance of the license as provided in those sections. See [O.R.C. § 1703](#). Failure of a foreign corporation transacting business in Ohio to comply with the licensing requirement would preclude the corporation from maintaining an action in any court in Ohio. See [O.R.C. § 1703.29\(A\)](#).

Transacting Business. It becomes a factual review to determine whether a foreign corporation is deemed “transacting business” in Ohio. “A foreign corporation's activities must be permanent, continuous, and regular to constitute ‘doing business’ ” in Ohio. [Bosl v. First Financial Investment Fund I](#), 8th Dist. No. 95464, 2011-Ohio-1938, 2011 WL 1547511, at ¶ 18, citing [Physicians Commt. for Responsible Medicine v. Ohio State Univ. Bd. of Trustees](#), 108 Ohio St.3d 288, 2006-Ohio-903, 843 N.E.2d 174, ¶ 21, quoting [Auto Driveaway Co. v. Auto Logistics of Columbus](#), 188 F.R.D. 262, 265 (S.D. Ohio 1999). In *Bosl*, the court concluded that an assignee of a credit card debt who filed a complaint to recover money owed was not “transacting business” in the state of Ohio. Therefore, the assignee was not required to register with the Ohio Secretary of State before filing the action.

Federal Preemption. “Business activities of national banks are controlled by the National Bank Act (NBA or Act), [12 U.S.C. § 1 et seq.](#), and regulations promulgated there under by the Office of the Comptroller of the Currency (OCC).” [Watters v. Wachovia Bank, N.A.](#) (2007), 550 U.S. 1, 6, 127 S.Ct. 1559, 167 L.Ed.2d 389. As such, it has been held that the application of [O.R.C. § 1703.29\(A\)](#) would “infringe upon a federally chartered bank's ability to ‘sue in any court’ and appear in Ohio courts to collect its debts ‘as fully as a natural person.’ “ Therefore, O.R.C. § 1703.29(A) is preempted by federal law. See [Citibank, NA v. Eckmeyer](#), 11th Dist.2008–P–0069, 2009–Ohio–2435.

Debt Collection cases brought by Ohio’s Attorney General

The Attorney General appealed a lower court’s ruling that there must be an intent to deceive in order to violate the [Consumer Sales Protection Act \(CSPA\)](#). The Appellate court found that no such intent was

required when they sent out “Notices of Court Action to Collect Debt” in violation of CSPA. [Thomas v. Sun Furniture & Appliance Co.](#), 61 Ohio App. 2d 78, 399 N.E.2d 567 (Ohio Ct. App. 1978).

The Attorney General brought action against supplier of educational materials and its assignee alleging violations of the CSPA when the supplier and assignees sued debtors in courts in which none of the debtors were residents of that jurisdiction. The appellate court affirmed the lower court’s ruling that such practices were a violation of the CSPA. [Celebrezze v. United Research, Inc.](#), 19 Ohio App. 3d 49, 482 N.E.2d 1260 (1984).

The Attorney General joined action brought by the consumer against the collection agency that used forms with language indicating that a judgment had been rendered against the consumer in attempting to collect a debt. Collection agency’s notices were designed to simulate official court documents even though they were not and were found to be deceptive. [Liggins v. May Co.](#), 53 Ohio Misc. 21, 373 N.E.2d 404 (Com. Pl. 1977).

Please be advised that this is not intended as legal advice. Changes to laws, statutes, regulations and costs can and do occur. We recommend that you contact an attorney for advice specific to your legal matters and your state.

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