

Appx. I Sep. 17, 1996 Fair Debt Collection

November 13, 1996

letters and I incorporate them by reference in this reply. The question is whether your client is covered by the Fair Debt Collection Practices Act (FDCPA) (copy enclosed).

In order for a service provided by your client to fall within the scope of the Fair Debt Collection Practices Act, your client must be covered, i.e., it must be a "debt collector" under Section 803(6). That Section defines a "debt collector" as someone who "... regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another" (emphasis mine). As part of your client's service to debt collection agencies or credit providers, it proposes to send a letter to alleged debtors. The purpose of the letter is two-fold: first, to alert recipients of the letter to a voice-mail message left in their names at an 800 number, and second, to obtain recipients' telephone numbers so that they can be contacted by a creditor or collector in connection with the collection of debts allegedly owed by them to third parties. To the extent that the letter serves a collection function (albeit an indirect collection function), which we believe it does, it brings your client within the coverage of the FDCPA.

Since your client would be covered by the Act, its collection communications would have to comply with the Act. Among other things, this means that the letter referred to above must disclose that your client is attempting to collect a debt and any information obtained will be used for that purpose, in accordance with Section 807(11) of the FDCPA.

I hope this responds to your inquiry.

Sincerely,

John F. LeFevre  
Attorney

September 17, 1996

Paul H. Green  
CEO  
Cross Check, Inc.  
6119 State Farm Drive  
Rohnert Park, CA 94928-2146

Dear Mr. Green:

Thank you for your letters to David Medine of June 27 and July 30, 1996, concerning the check guarantee industry and its coverage by the Fair Debt Collection Practices Act (FDCPA). David has asked me to respond to them; I apologize for the delay.

I enclose for your information copies of two amicus briefs filed by the Commission in the Seventh and Ninth Circuits which address some of the issues raised in your letters. They represent the current position of the Commission concerning whether the check guarantee industry is covered by the FDCPA. In addition, it is our belief that, no matter how the activities are portrayed or disguised, check guarantee companies are not "creditors" under Section 803(4) because, in the last analysis, they still routinely attempt to collect third party checks that have been dishonored by the bank. The collection function is an integral part of the business.

I hope that this respond to your inquiry.

Sincerely,

John F. LeFevre  
Attorney

Mr. Donald B. Kramer, Esq.  
National Association of Retail Collection Attorneys  
1515 N. Warson Road  
Suite 109  
St. Louis, MO 63132

Dear Mr. Kramer:

This is in response to your letter of October 10, 1966, concerning whether the words "attorney at law" on a law firm's stationery or the words "collection agency" on a collection agency's stationery fulfill the requirements of the recent amendment to Section 807(11) of the Fair Debt Collection Practices Act (15 U.S.C. 1692e(11)), if the content of the message in the letter at issue relates to a debt. Section 807(11) requires debt collectors to disclose in all communications to a consumer, subsequent to the initial written and oral communications, that they are from a debt collector.<sup>1</sup> You ask for a formal advisory opinion from the Commission concerning this matter.

Without addressing, for the time being, whether your request satisfies Part I, Subpart A of the Commission's Rules of Practice concerning advisory opinions, we are providing you with the opinion of Commission staff on the issues you raise. Of course, you are aware that such an opinion is not binding upon the Commission or a court, but it contains what we will recommend to the Commission if we ultimately handle this request as a request for a formal advisory opinion from the Commission itself.

Like the courts have done with other provisions of the Act, we read amended Section 807(11) for its plain meaning, i.e., that subsequent communications must disclose [clearly] that they are from a debt collector. We believe that the words "collection agency" on a collection agency's stationery would comply with the amended Section 807(11). However, we do not believe that the words "attorney at law" on a law firm's stationery would comply; these words disclose only that the communication is from a lawyer, working for a law firm. The consumer would have to draw an inference that, since the text of the message discusses a debt, the attorney must also be a debt collector. We do not believe that the amendment to the FDCPA requires that consumers make such an inference in order to understand what information is being disclosed or permits a disclosure that would require such an inference in order for the information at issue to be effectively conveyed. The disclosure must be clear and unambiguous on its face.

In light of our informal staff opinion in this matter, please let me know if you still wish to pursue your request for a formal Commission advisory opinion. If you do, you must comply with Section 1.2 *et seq.* of the Commission's Rules of Practice (enclosed) and submit your petition to the Secretary of the Commission, Federal Trade Commission, Washington, D.C. 20580. You should be aware that it would undoubtedly take a number of months for an advisory opinion to be issued, if the Commission were to grant your request for advice.

Sincerely,

John F. LeFevre  
Attorney

1 In the initial communication with the consumer, the debt collector must disclose that it is attempting to collect a debt and that any information obtained will be used for that purpose.

December 13, 1996

John E. Beekman, Esq.  
Springhouse Place  
156 Pikeland Road  
Malvern, PA 19355

Dear Mr. Beekman:

This replies to your letter of November 11, 1996, concerning the extent to which a debt collector must disclose, while collecting debts in its own name, its corporate connection with the creditor. The case you pose involves a debt collector that is a subsidiary of the parent company of the creditor.

While I am not aware of any cases on this point (although they may exist), my recommendation, to avoid any perceived misrepresentation, is for the debt collector to make the disclosure proposed in your letter, *i.e.*, that the debt collector is a subsidiary of the parent company of the creditor. This would meet the objectives of Section 812 as well as alleviate any concerns that the collector, by using its own name in collecting debts, is "holding itself out" as a third party wholly independent of the creditor.

I hope this responds to your inquiry.

Sincerely,

John F. LeFevre  
Attorney

December 13, 1996

Ms. Michele Cutter  
Special Investigator  
Phoenix Home Life  
P.O. Box 810  
Greenfield, MA 01302-0810

Dear Ms. Cutter:

This responds to your letter of October 2, 1996, concerning several questions about the Fair Debt Collection Practices Act (FDCPA) (copy enclosed). The answers to your questions are as follows:

1. The Consumer Credit Protection Act (15 U.S.C. 1601 et. seq.)
2. No.
3. If a third party debt collector is attempting to collect a claim, whether or not it is disputed, yes.
4. The FDCPA does not address who may or may not receive dunning letters. Theoretically, they should be sent to the party who owes the debt at issue.
5. Contact the patient to make sure that your company has satisfied its obligations.
6. Since you are not the creditor, no, unless your company pays the claim.
7. Division of Credit Practices, Federal Trade Commission, Washington, D.C. 20580. (202) 326-3758.

I hope this responds to your inquiry.

Sincerely,

John F. LeFevre

[Editor's Note: The questions asked were:

1. Please advise what specific statute the Fair Debt Collection Act falls under.
2. Does this act have any specific references or regulations when suspected insurance fraud and/or abuse is suspected? If so, please elaborate.
3. Does this act cover disputed insurance claim settlements?
4. Does a collection agency have the right to send Phoenix Home Life

collection notices or should they be sent directly to the patient?

5. What action might be appropriate for us to take when we are advised a patient has been turned over to collections for disputed claims?

6. Are there any steps we can take to protect an individual's credit report and rating when claim disputes arise?

7. What office address and telephone number could we direct parties to if they feel unfair collection practices are being used against them?]

May 29, 1997

S. Joshua Berger  
AAA-399, Caller Box 10001  
Saipan, MP 96950

Dear Mr. Berger:

This is in reply to your letter of March 3, 1997, concerning several questions about the Fair Debt Collection Practices Act (FDCPA) (copy enclosed). Our answers are as follows:

1) Since the courts deem you to be a "debt collector," even though all you do is file suit against the consumer, you must comply with Section 809(a) of the FDCPA, *i.e.*, you must provide the validation notice within five days of your initial communication with the consumer, even if the communication is connected with the suit.

2) We interpret the "thirty-day period" as a period within which consumers must dispute their debts in writing in order to avail themselves of their Section 809(b) rights, but not as a "grace" period. Thus, we believe that there is nothing in the Act that prevents you from filing suit during this period, so long as you do not make any representations that contradict Section 809(b).

3) Because of *Heintz v. Jenkins*, all pleadings must be considered "communications" if they convey "... information regarding a debt directly or indirectly to any person through any medium."

I hope this answers your questions.

Sincerely,

John F. LeFevre  
Attorney

July 15, 1997

David R. Gamache  
FDCPA Committee-CILA  
Newman, Goldfarb, Freyman & Klein, P.C.  
Pierre Laclede Center  
Suite 1800  
7733 Forsyth Blvd.  
St. Louis (Clayton), MO 63105-1801

Dear Mr. Gamache:

I have your letter of April 22, 1997, to Mr. Donald Clark of this office, which he has referred to me for reply. You ask whether the requirements of Section 807(11) of the Fair Debt Collection Practices Act, as amended, would be satisfied if the disclosure previously required by that Section (before the amendment) is used in *all* communications with a consumer to collect a debt, *i.e.*, "This is an attempt to collect a debt and any information obtained will be used for that purpose."

Literal compliance with the current requirements of Section 807(11) would mandate a separate disclosure like "this communication is from a debt collector." However, insofar as Commission staff is concerned, we consider the previously required statement quoted above as sufficient to comply with the current requirements. In these circumstances, we regard anyone "attempting to collect a debt" as a debt collector in the generic sense and that anyone receiving a letter containing the

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above statement would make that connection. The doctrine of "substantial compliance" applies in this context.

I hope this is responsive to your request.

Sincerely,

John F. LeFevre  
Attorney

September 16, 1997

Donald O. Chesworth, Esq.  
Harris, Chesworth & O'Brien  
1820 East Avenue  
Rochester, New York 14610

Dear Mr. Chesworth:

This is in reply to your recent letter concerning the debt collection activities of your client, Law Enforcement Systems, Inc. Your client collects unpaid parking fines for various governmental units. You ask whether the enclosed Fair Debt Collection Practices Act applies to these collection activities.

Commission staff does not consider fines to be "debts" under Section 803(5) of the FDCPA, because they do not originate from a transaction involving the purchase of property or services for personal, family or household purposes. Therefore, to the extent that your client is engaged in activities collecting unpaid parking fines, we do not believe that these activities are covered by the FDCPA.

You also ask whether the name "Law Enforcement Systems, Inc." violates either the FDCPA or Section 5 of the Federal Trade Commission Act (FTCA). Based on the information supplied in your letter, we do not believe that your client's use of the name "Law Enforcement Systems, Inc." violates either of these statutes.

Please be advised that this is merely the opinion of Commission staff and, as such, is not binding on the Commission itself.

Sincerely,

John F. LeFevre  
Attorney

October 1, 1997

Mr. Daniel P. Shapiro  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, LTD.  
Suite 3700  
55 E. Monroe Street  
Chicago, IL 60603-5802

Dear Mr. Shapiro:

I have your cover letter of August 11, 1997, to your request of the same date for an informal staff opinion concerning the status of your client, DM Services, Inc. *vis a vis* the Fair Debt Collection Practices Act ("Act"). Your request describes a set of circumstances in which DM Services collects debts that are obtained while they are still current, on behalf of and in the name of a creditor, in a context that you believe would exempt DM Services from FDCPA coverage under Sections 803(6)(A) and (F) (iii) of the Act. You ask whether we agree. In providing this opinion, I incorporate by reference your letter of August 11 and the facts outlined therein.

Based on these facts, Commission staff agrees with your conclusion that the *de facto* employee exemption outlined in the staff commentary would apply to DM's activities, even when DM employees do not work on the premises of the creditor-catalogue company. This is premised on the extensive degree of control that you state the catalogue com-

pany will maintain over the collection activities of DM and the fact that they will be collecting in the catalogue company's name and not the name of DM.

We also agree that, to the extent that DM's collection activities concern debts not in default when obtained, they would be exempt from the Act under Section 803(6) (F) (iii).

Please be advised that this is merely the opinion of Commission staff and is not binding upon the Commission itself.

Sincerely,

John F. LeFevre  
Attorney

November 5, 1997

Jeffrey D. Powell, Esq.  
595 Stewart Avenue  
Suite 710  
Garden City, NY 11530

Dear Mr. Powell:

This is in reply to your facsimile of October 28, 1997, forwarding the enclosed November, 1996 letter from you to our New York Regional Office, concerning the propriety of an attorney/collection agency arrangement under the enclosed Fair Debt Collection Practices Act (FDCPA). For purposes of establishing the facts and articulating your request, I incorporate that letter in this reply. I sincerely apologize for the delay.

While there is nothing in the FDCPA that flatly prohibits the arrangement you propose, it could pose problems with respect to the representations (direct or implied) made in your client's communications with consumers (oral and written). Therefore, in order to determine whether the FDCPA might be violated through this arrangement, we need to look at representative copies of:

- 1) all dunning letters used by both the collection agency and the law firm; and
- 2) any scripts or other materials used by collectors as a basis for determining what to say in telephone calls to consumers, sufficient to show what impressions are likely to be conveyed.

Once we receive these documents, we will attempt to provide you with the opinion you seek. I, again, apologize for the mix-up in correspondence.

Sincerely,

John F. LeFevre  
Attorney

December 4, 1997

Robert G. Cass  
Compliance Counsel  
Commercial Financial Services, Inc.  
2448 E. 81st Street, Suite 5500  
Tulsa, OK 74137-4248

Dear Mr. Cass:

Mr. Medine has asked me to reply to your letter of October 28, 1997, concerning the circumstances under which a debt collector may report a "charged-off debt" to a consumer reporting agency under the enclosed Fair Debt Collection Practices Act. In that letter, you pose four questions, which I set out below with our answers.

- I. **"Is it permissible under the FDCPA for a debt collector to report charged-off debts to a consumer reporting agency during the term of the 30-day validation period detailed in Section 1692g?"** Yes. As stated in the Commission's Staff Commentary on the FDCPA

(copy enclosed), a debt collector may accurately report a debt to a credit bureau within the thirty day validation period (p. 50103). We do not regard the action of reporting a debt to a consumer reporting agency as inconsistent with the consumer's dispute or verification rights under § 1692g.

- II. **"Is it permissible under the FDCPA for a debt collector to report, or continue to report, a consumer's charged-off debt to a consumer reporting agency after the debt collector has received, but not responded to, a consumer's written dispute during the 30-day validation period detailed in § 1692g?"** As you know, Section 1692g(b) requires the debt collector to cease collection of the debt at issue if a written dispute is received within the 30-day validation period until verification is obtained. Because we believe that reporting a charged-off debt to a consumer reporting agency, particularly at this stage of the collection process, constitutes "collection activity" on the part of the collector, our answer to your question is No. Although the FDCPA is unclear on this point, we believe the reality is that debt collectors use the reporting mechanism as a tool to persuade consumers to pay, just like dunning letters and telephone calls. Of course, if a dispute is received after a debt has been reported to a consumer reporting agency, the debt collector is obligated by Section 1692e(8) to inform the consumer reporting agency of the dispute.
- III. **"Is it permissible under the FDCPA to cease collection of a debt rather than respond to a written dispute from a consumer received during the 30-day validation period?"** Yes. There is nothing in the FDCPA that requires a debt collector to continue collecting a debt after a written dispute is received. Further, there is nothing in the FDCPA that requires a response to a written dispute if the debt collector chooses to abandon its collection effort with respect to the debt at issue. See *Smith v. Transworld Systems, Inc.*, 953 F.2d 1025, 1032 (6th Cir. 1992).
- IV. **"Would the following action by a debt collector constitute continued collection activity under § 1692g(b): reporting a charged-off consumer debt to a consumer reporting agency as disputed in accordance with § 1692e(8), when the debt collector became aware of the dispute when the consumer sent a written dispute to the debt collector during the 30-day validation period, and no verification of the debt has been provided by the debt collector?"** Yes. As stated in our answer to Question II, we view reporting to a consumer reporting agency as a collection activity prohibited by § 1692g(b) after a written dispute is received and no verification has been provided. Again, however, a debt collector must report a dispute received after a debt has been reported under § 1692e(8).

I hope this is responsive to your request.

Sincerely,

John F. LeFevre  
Attorney

March 20, 1998

Mr. Walter D. LeVine, P.A.  
23 Vreeland Road  
Suite 102  
Florham Park, New Jersey 07932

Dear Mr. LeVine:

Reference is made to your letter of December 24, 1997, concerning a "Teletext Electronic Message" sent by your client, a telecommunications company, to consumer-debtors. The facts are as stated in your letter and our letter of February 7, 1989 to which you refer. The ques-

tion is whether your client is covered by the Fair Debt Collection Practices Act (FDCPA) (copy enclosed).

In order for a service provided by your client to fall within the scope of the Fair Debt Collection Practices Act, your client must be covered, *i.e.*, it must be a "debt collector" under Section 803(6). That Section defines a "debt collector" as someone who ". . . regularly collects or attempts to collect, *directly or indirectly*, debts owed or due or asserted to be owed or due another" (emphasis mine). As part of your client's additional service to debt collection agencies or credit providers, it proposes to send a message to alleged debtors. The purpose of the message is two-fold: first, to alert recipients of the letter to a "telegram marked for voice delivery" left in their names at an 800 number, and second, to obtain recipients' telephone numbers so that they can be contacted by a creditor or collector in connection with the collection of debts allegedly owed by them to third parties. To the extent that the letter serves a collection function (albeit an indirect collection function), which we believe it does, this additional service brings your client within the coverage of the FDCPA.

Since your client would be covered by the Act, its collection communications would have to comply with the Act. Among other things, this means that the letter referred to above must disclose that your client is attempting to collect a debt and any information obtained will be used for that purpose, in accordance with Section 807(11) of the FDCPA. The notice required by Section 809 of the FDCPA would also have to be sent, if the letter is the initial communication with the consumer regarding collection of the debt.

I hope this responds to your inquiry.

Sincerely,

John F. LeFevre  
Attorney

December 20, 1999

Daniel P. Shapiro, Esq.  
Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.  
Suite 3700  
55 East Monroe Street  
Chicago, Illinois 60603-5802

Re: *Section 803(6) of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a(6)*

Dear Mr. Shapiro:

This is in response to your letter requesting a staff opinion regarding the Fair Debt Collection Practices Act ("FDCPA"). You ask whether your client, Applied Card Systems, Inc. ("ACS"), is a "debt collector," as that term is defined by the FDCPA. The following is your description of ACS's activities that you provided in your letter:

ACS is a Delaware corporation which has been operating since 1987. It is in the business of servicing the consumer credit card portfolios of lending institutions. Those lenders typically market to potential card holders using direct mail and disclose in those mailings that the credit cards will be serviced by ACS, referencing it by name. Other than marketing, ACS performs all of the servicing tasks and functions regarding the card applicants and, ultimately, the card holders. Specifically:

- ACS receives the card application/agreement in the mail directly from the applicant;
- ACS recommends the application for approval or decline based upon criteria established by the lenders and then sends notice of acceptance or rejection to the consumer when a final decision is made;

- ACS places the order with the card manufacturer to have the credit card sent to the card holder;
- ACS processes and sends monthly billing statements to the card holder;
- ACS receives payments directly from the card holder and processes those payments;
- ACS receives in-bound customer service inquiries, via telephone and written communication, from card holders such as questions regarding billing statements, reports of lost or stolen cards, and reports of payment disputes with vendors;
- ACS receives written communications from third parties such as notices from bankruptcy courts or other entities, affecting the card holder, and processes such communications;
- In the event of a past-due account (“default”), ACS performs all collection activities; and
- In the event the debt is charged off by the lender, ACS may continue collection efforts, may refer the account to a third-party collector or, at the lender’s discretion, may manage the arbitration process as prescribed in the credit card agreement.

Section 803(6)(F)(iii) of the FDCPA, 15 U.S.C. § 1692a(6)(F)(iii), provides that the term “debt collector” does not include

any person collecting or attempting to collect any debt owed or due or asserted to be owed or due another to the extent such activity . . . (iii) concerns a debt which was not in default at the time it was obtained by such person.

Based on your description of ACS’s business activities, it appears that all of the credit card accounts that ACS obtains from lending institutions “are owed or due or asserted to be owed or due another.” It also appears that ACS obtains these accounts before they are in default. Based on your description, therefore, it appears that section 803(6)(F)(iii) excludes ACS from the definition of “debt collector” and, thus, most of the FDCPA’s provisions. Please note, however, that ACS’s activities are still governed by other statutes, such as Section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1), which prohibits “unfair or deceptive acts or practices in or affecting commerce.”

I hope this has been helpful. The views set forth in this informal staff opinion are those of the staff and are not binding on the Commission.

Sincerely,

Thomas E. Kane

## FTC Advisory Opinion

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 20580

Office of the Secretary

March 31, 2000

Basil J. Mezines, Esq.  
Stein, Mitchell & Mezines, L.L.P.  
1100 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Dear Mr. Mezines:

This is in response to the American Collectors Association’s (“ACA’s”) request for two Commission advisory opinions (“Request”) regarding the Fair Debt Collection Practices Act (“FDCPA”), which the association submitted pursuant to Sections 1.1–1.4 of the Commission’s Rules of Practice, 16 C.F.R. §§ 1.1–1.4. The two issues will be addressed in the order in which they were presented.

### FIRST ISSUE:

*Does Section 809(b) of the FDCPA permit a collection agency to either demand payment or take legal action during the pendency of the thirty (30) day period for disputing a debt in situations where a debtor has not notified the collection agency that the debt is disputed?*

“[The] starting point in every case involving construction of a statute is the language itself.” *Southeastern Community College v. Davis*, 442 U.S. 397, 405 (1979) (quoting *Blue Chip Stamps v. Manor Drug Stores*, 421 U.S. 723, 756 (1975) (Powell, J., concurring)). The language of Section 809(b) provides that, “[i]f the 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 until verification of the debt is obtained and mailed to the consumer.<sup>1</sup> Where Congress intended that debt collectors cease their collection efforts during the thirty-day dispute period, it so specified: if, and only if, a consumer sends the debt collector a notice in writing. Congress did not specify that collectors must cease collection efforts during the dispute period even if consumers send nothing in writing.

The Commission has voiced this opinion in recent annual reports to Congress mandated by the FDCPA. As the Commission stated in the 1999 report, for example, “Nothing within the language of the statute indicates that Congress intended an absolute bar to any appropriate collection activity or legal action within the thirty-day period where the consumer has not disputed the debt.” Letter from Chairman Robert Pitofsky to the Honorable Albert Gore, Jr. regarding Twenty-First Annual Report to Congress Pursuant to Section 815(a) of the Fair Debt Collection Practices Act, at 10 (Mar. 19, 1999) (“1999 Annual Report”). Because there appears to be some confusion regarding whether the thirty-day period is a dispute period or a grace period, the Commission has recommended in recent annual reports that Congress clarify the FDCPA by adding a provision expressly permitting appropriate collection activity within the thirty-day period, if the debt collector has not received a letter from the consumer disputing the debt. The Commission emphasized that the clarification should include a caveat that the collection activity should not overshadow or be inconsistent with the disclosure of the consumer’s right to dispute the debt specified. 1999 Annual Report at 10-11.<sup>2</sup>

Federal circuit courts that have addressed this issue recently have arrived at the same conclusion. In a 1997 opinion, the Seventh Circuit stated that “[t]he debt collector is perfectly free to sue within the thirty days; he just must cease his efforts at collection during the interval between being asked for verification of the debt and mailing the verification to the debtor.” *Bartlett v. Heibl*, 128 F.3d 497, 501 (7th Cir. 1997) (Posner, J.). In the most recent federal appellate court pronouncement on the subject, the Sixth Circuit stated, “A debt collector does not have to stop its collection efforts [during the thirty-day period] to comply with the Act. Instead, it must ensure that its efforts do not threaten a consumer’s right to dispute the validity of his debt.” *Smith v. Computer Credit, Inc.*, 167 F.3d 1052, 1054 (6th Cir. 1999).

The Commission continues to believe that the thirty-day time frame set forth in Section 809 is a *dispute* period within which the consumer may insist that the collector verify the debt, and not a *grace* period within which collection efforts are prohibited. In response to the ACA’s question, therefore, the Commission opines that Section 809(b) does permit a collection agency to either demand payment or take legal action during the thirty-day period for disputing a debt when a consumer from whom the collection agency is attempting to collect a debt has not notified the collection agency that the debt is disputed. The collection agency must ensure, however, that its collection activity does not overshadow and is not inconsistent with the disclosure of the consumer’s right to dispute the debt specified by Section 809(a).