

**Sarah Poriss
Attorney at Law, LLC
www.sarahporiss.com**

**645 Farmington Ave. 3rd Fl.
Hartford, CT 06105**

**Ph (860) 233-0336
Toll Free Fax (866) 424-4880**

3/7/2016

My name is Sarah Poriss and I submit this testimony in support of Raised Bill No. 5571, An Act Concerning Consumer Collection Agencies and Debt Collection Actions.

I am a solo attorney and I work almost exclusively with clients who are in debt and who are the subject of collection efforts by creditors, debt collectors and their attorneys. This Bill would insert needed protections for consumers, and our courts, involving how collection actions are carried out in the State. Specifically, the changes in Section 7 that would require the filing of a privilege log and the identification of any redacted material contained in documents filed with the court in support of claims that a debtor owes an account balance are necessary to address the practices of some creditors who use our courts to obtain judgments against Connecticut consumers. In addition, the inclusion of federal taxes and the clarification that property taxes are also included as consumer debts are necessary to carry out complete enforcement of other proposed changes to our statutes that are before the legislature this term (see SB 408 and SB 409).

The issues that HB 5571 serves to address should not be occurring at all. Members of our bar should not be filing documents with the court that are clearly redacted without explanation to the court or the consumer as to the reason for the redaction, but documents are routinely filed where there isn't even an indication, except for large blank spaces, that a redaction has occurred. It is improper to redact a document and submit it as a complete document without informing the court of the redaction by way of inserting the word "Redacted" or some equivalent or by blacking out (instead of whiting out) content on documents. The requirement to clearly mark redacted portions of documents and the submission of a privilege log when redacted documents are filed will fulfill the requirement that an attorney act with candor to the court (Rule of Prof. Conduct 3.3). I attach a few examples of commonly filed documents that are clearly redacted but where there is no indication at all that the document has been redacted and no privilege log has been provided. (To be clear, I am not referring to redactions of personally indentifying information such as account numbers, dates of birth, etc. that are required to be redacted.)

Feel free to contact me with any questions. Thank you.

Sarah Poriss

email: sarahporiss@prodigy.net

Portfolio Recovery v-
Margaret Clancy

EXHIBIT A

BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated December 10, 2010. between Chase Bank USA, N.A. ("Seller") and Portfolio Recovery Associates, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of March 14, 2011 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on (the "Closing Date") March 21, 2011 by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.

Beneficiary Name: Chase Bank USA, N.A.

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

By: _____

Jeffrey Judd

Date: March 16, 2011

Title: Team Leader

Portfolio Recovery Associates, LLC

By: _____

Date: 3/16/11

Title: Authorized Signator

CHK74



BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated December 3, 2009 between Seller and Turtle Creek Assets, Ltd., by and through its general partner Forward Properties International, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of October 14, 2010 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Number of Accounts	26174
Total Unpaid Balances	\$129,196.709.38
Premium	
Due Seller	

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller no later than October 20, 2010 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

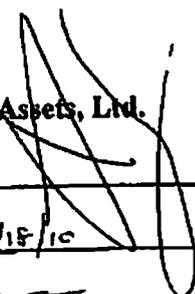
Chase Bank USA, N.A.
ABA #021000021
Beneficiary Name: Chase Bank USA, N.A.
Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

Turtle Creek Assets, Ltd.

By: 

By: 

Date: October 15, 2010

Date: 10/15/10

Title: Team Leader

Title: PRESIDENT

BILL OF SALE

Barclays Bank Delaware, ("Seller"), for value received and pursuant to the terms and conditions of that certain Purchase and Sale Agreement dated as of December 11, 2012 between Seller and Midland Funding LLC ("Buyer") ("Bulk Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of December 14, 2012 ("Closing Date") to Buyer all rights title and interest in and to those certain receivables, judgments or evidences of debt described in the Purchased Accounts Files named [REDACTED] and [REDACTED] dated December 12, 2012, including [REDACTED] Accounts; and having an aggregate Unpaid Balance in the amount of [REDACTED]. Capitalized terms used herein, but not otherwise defined shall have the meanings given to them in the Bulk Credit Card Sale Agreement.

This Bill of Sale is executed without recourse except as stated in the Bulk Credit Card Sale Agreement. No other representation of or warranty of title or enforceability is expressed or implied.

To the best of Seller's knowledge, all of the information contained in the Purchased Accounts File (collectively, "Seller's Accounts Information") is true and complete in all material respects as of the Closing Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records.

SELLER: Barclays Bank Delaware

By:

[Signature]
Director of Collection Strategy

Date: 1/9/13

Title: