

Legal Registries 7435 IndisP Charlotte, North Carolina [28226]  
Felicia-Gaye: Wells Trustee in fact for FELICIA GAYE WELLS Representing the Real Party In Interest  
non-domestic without the UNITED STATES

**Respondent: Felicia Gay Family; Wells**

**Clerk of Court: Jenny Abbott Kitchings**  
**South Carolina Court of Appeals**  
**PO. Box 11629**

Columbia South Carolina 29211

**IN RE: U.S Bank National Association v. Lydia Elaine Haggwood**  
**CASE NO. 2015 001273 Richland County**  
**KLF File No.**

**Cc: KORN LAW FIRM, PA**  
**1300 Pickens Street**  
**Post Office Box 12369**  
**Columbia, South Carolina 29211-2369**

**RECEIVED**

APR 07 2016

**SC Court of Appeals**

**TRUSTEE NOTICE AND DETERMINATION  
NOTICE OF FRAUD  
CHARGING SHEET**

I, Felicia-Gaye of the family Wells, Post Master, am the duly appointed Trustee in fact for the trust in the above referenced matter. Please see the Trustor's Affidavit of Termination and Re-Appointment of Trustee. As Trustee, I represent the Real Party in Interest, a real living being and NOT a legal fiction 14<sup>th</sup> Amendment citizen.

It has come to my attention that the previous Trustee was grossly incompetent or maliciously criminal in his/her operation of this account to the detriment of the Real Party in Interest. As Trustee in fact I have a mandatory obligation to make the corrections and bring settlement in this matter.

I have chosen to present this 'Trustee Notice and Determination' under notary seal, via Legal Registries, an independent third party, for the purpose of certifying your receipt and acceptance of the presentment and/or of any objections and/or rebuttals you may wish to lodge in affidavit form, signed, sworn to and notarized.

This court and the Parties are operating under several assumptions and presumptions that have proven to be detrimental to the Real Party In Interest and I have a mandatory obligation to make the corrections in this matter.

This court is an administrative court who gains its authority under Title 5, the Administrative Procedures Act of 1946 and/or the Judiciary Act of 1789. These Administrative courts were established for the purpose of being the watch dog over public offices so that if and when the American people had their private rights violated they could file a complaint without cost.

These administrative courts were designed to give the administrative court the power of legislation; the power of the executive branch of government; to give them judicial power and authority. These administrative courts were authorized to disregard laws, case cites, supreme court decisions, statutes, codes, rules, regulations and to change policy. The establishment of these administrative courts effectively created a fourth branch of government at the request of the BAR Association.

BY the American people. NOT AGAINST the American people.

Legal Registries ~~7495700-170~~ Charlotte, North Carolina [28226]  
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placed all states under international law, making all courts, International courts. The International Organization Immunities Act: 1945 placed all courts under the jurisdiction of the United Nations under Title 22 CFR Foreign Relations with Oaths of Office under section 92.12 and 92.31. Under Title 8 USC 1481 you voluntarily forfeit your citizenship when you take the Oath of Office in these administrative courts, and establishes you as a foreign agent required to register as a foreign agent doing business in the state.

These administrative courts, who gain their authority under Title 5 were designed to make the corrections within public offices, to make them more efficient and to hold agencies, and officers thereof, accountable for their actions. In these administrative courts only the American people can bring the charges for the corrections and the American people are ALWAYS the Plaintiff/ harmed Party. These courts have NO JURISDICTION over the people. No agency has the authority to bring charges against the American people or their private rights and property in an administrative court under the Administrative Procedures Act.

**LYDIA ELAINE HAGGWOOD, AND FELICIA GAYE WELLS** are NOT an administrative agency, but, is the private property of the Real Party In Interest, established by the state to facilitate the flow of credit to the legal fiction corporation styled as the UNITED STATES and/or any of its FRANCHISED STATES, CITIES and COUNTIES and is exempt from levy as it is a prepaid account.

The Plaintiff in this matter is an administrative agency under the Administrative Procedures Act having fraudulently created a fictitious Real Party In Interest to initiate this action against the private property of the Real Party In Interest, a real, living American being. The alleged Plaintiff is using this administrative court, either knowingly or otherwise, and employing terrorist tactics, to extort funds from the Real Party In Interest. The alleged Plaintiff is fraudulently attempting to obtain an ex post facto lien right against the private property of a private American for the purpose of holding said private property hostage, as surety, to create and fund counterfeit securities for their own unjust enrichment. The alleged Plaintiff is fraudulently using this court to pillage and plunder the private property of the American people.

This court's actions from this point forward will determine if this fraudulent activity is being done with or without the knowledge and/or cooperation of this administrative court.

I hereby NOTICE this administrative court of the fraud and tender this charging document for immediate prosecution. As Trustee I am here to prosecute this action against the Administrative Agency in this administrative court. This is a fraudulent matter and this administrative court has a mandatory obligation to open this action and make the corrections.

Your failure to make the corrections shall establish the evidence of your accessory to the fraud, bankruptcy fraud, mail fraud, securities fraud, theft, etc. The notaries at Legal Registries will certify your corrections in this matter or your complicity in this matter.

In the event that you should fail to make the corrections, or, if you should take any overt steps in the furtherance of the fraud, the notary public shall issue the certification and file the complaint with the Postal Inspector, the U.S. Trustee at the D.O.J. and the S.E.C. with a demand for them to bring the charges with the Postmaster General as compliance and enforcement. In the event that the Postmaster General is unable to provide remedy in this matter the Universal Postal Union shall be brought in to provide remedy. I demand immediate remedy in this matter.

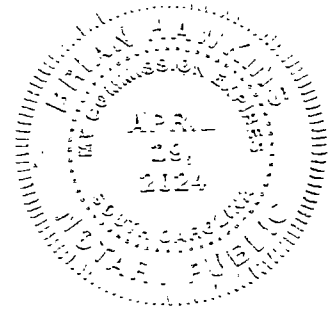
Legal Registries ~~7435 2nd St~~ Charlotte, North Carolina [28226]

Felicia-Gaye: Wells Trustee in fact for FELICIA GAYE WELLS Representing the Real Party In Interest  
non-domestic without the UNITED STATES

Notary signature *[Handwritten Signature]*

My commission expires April, 29, 2024.

*Felicia Wells*



# The South Carolina Court of Appeals

U.S. Bank of National Association, as Trustee, as  
successor-in-interest to Bank of America, NA,  
Respondent.

v.

Lydia E. H. (a minor), Felicia Wells as Personal  
Representative of the Estate of Essie L. Morgan, Daniel  
K. Felkner, First Financial corporation; Susan M. Brown,  
Defendants,

of whom Felicia Wells is the Appellant.

Appellate Case No. 2015-001273

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## ORDER

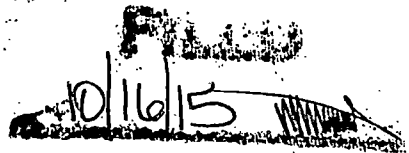
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Appellant's motion to reinstate this appeal is granted. Appellant shall serve and file her initial brief and designation of matter within thirty days of this order.

  
\_\_\_\_\_  
FOR THE COURT

Columbia, South Carolina

cc:  
Felicia Wells  
Henry Guyton Murrell, Esquire  
Zack E. Townsend, Esquire  
Sean Matthew Foerster, Esquire



STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2012CP4000138

US Bank N A

Lydia Elanie Haggwood

Bank of America NA

Felicia Wells

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. No. suit);  Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

JEANETTE W. MCBRIDE  
 C.C.P. & G.S.  
 2015 APR 22 PM 4:35  
 RICHLAND COUNTY  
 FILED

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : Counter claims & standing deposit only

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge [Signature] Judge Code 2112 Date 4-22-2015

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this 23 day of April, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

John Patrick Fetner

Sean Matthew Foerster

Brian L. Boger

John Judson Hearn

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter \_\_\_\_\_

Clerk of Court [Signature]

**SCANNED**

23. Waivers. Borrower waives all rights of homestead exemption in the Property.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150 %) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.


Plaintiff's ~~copy~~ copy of contract

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

  
 \_\_\_\_\_ (Seal)  
 RSSIE L. MORGAN -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

STATE OF SOUTH CAROLINA, *Richland* County ss: \_\_\_\_\_  
 Personally appeared before me *DTG* and made oath that  
*ATG* saw the within named Borrower sign, seal, and as act and deed, deliver the within written  
 Mortgage, and that *SAC* with *DTG* *with witness*  
 witnessed the execution thereof.

Sworn to before me this *26th* day of *March*, 19*57*  
 My Commission Expires: *2/21/04*  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 (Seal)

- 23. Waivers. Borrower waives all rights of homestead exemption in the Property.
- 24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150 %) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

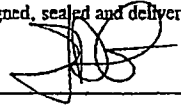
Plaintiff's ~~copy~~ copy of contract

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                | <input type="checkbox"/> Other(s) [specify]             |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

  
 \_\_\_\_\_ (Seal)  
 RSSIE L. MORGAN -Borrower  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ -Borrower

STATE OF SOUTH CAROLINA,

Personally appeared before me *Richard* County ss: \_\_\_\_\_ and made oath that  
*DTB* saw the within named Borrower sign, seal, and as \_\_\_\_\_ act and deed, deliver the within written  
 Mortgage, and that *SAR* with *DTB* *with* \_\_\_\_\_  
 witnessed the execution thereof.

Sworn to before me this *26th* day of *March*, *1957*  
 My Commission Expires: *2/21/60*  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 (Seal)

**Heintz v. Jenkins (94-367), 514 U.S. 291 (1995).**

Syllabus	Opinion [ Breyer ]
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*NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D.C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.*

**SUPREME COURT OF THE UNITED STATES****No. 94-367****GEORGE W. HEINTZ, et al., PETITIONERS v. DARLENE JENKINS**

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

[April 18, 1995]

Justice Breyer delivered the opinion of the Court.

The Fair Debt Collection Practices Act prohibits "debt collector[s]" from making false or misleading representations and from engaging in various abusive and unfair practices. The Act says, for example, that a "debt collector" may not use violence, obscenity, or repeated annoying phone calls, 15 U.S.C. § 1692d; may not falsely represent "the character, amount, or legal status of any debt," §1692e(2)(A); and may not use various "unfair or unconscionable means to collect or attempt to collect" a consumer debt, §1692f. Among other things, the Act sets out rules that a debt collector must follow for "acquiring location information" about the debtor, §1692b; communicating about the debtor (and the debt) with third parties, §1692c(b); and bringing "[l]egal actions," §1692i. The Act imposes upon "debt collector[s]" who violate its provisions (specifically described) "[c]ivil liability" to those whom they, e.g., harass, mislead, or treat unfairly. §1692k. The Act also authorizes the Federal Trade Commission to enforce its provisions. §1692l(a). The Act's definition of the term "debt collector" includes a person "who regularly collects or attempts to collect, directly or indirectly, debts owed [to] . . . another." §1692a(6). And, it limits "debt" to consumer debt, i.e., debts "arising out of . . . transaction[s]" that "are primarily for personal, family, or household purposes." §1692a(5).

The plaintiff in this case, Darlene Jenkins, borrowed money from the Gainer Bank in order to buy a car. She defaulted on her loan. The bank's law firm then sued Jenkins in state court to recover the balance due. As part of an effort to settle the suit, a lawyer with that law firm, George Heintz, wrote to Jenkins. His letter, in listing the amount she owed under the loan agreement, included \$4,173 owed for insurance, bought by the bank because she had not kept the car insured as she had promised to do.

Jenkins then brought this Fair Debt Collection Practices Act suit against Heintz and his firm. She claimed that Heintz's letter violated the Act's prohibitions against trying to collect an amount not "authorized by the agreement creating the debt," §1692f(1), and against making a "false representation of . . . the . . . amount . . . of any debt," §1692e(2) (A). The loan agreement, she conceded, required her to keep the car insured "against loss or damage" and permitted the bank to buy such insurance to protect the car should she fail to do so. App. to Pet. for Cert. 17. But, she said, the \$4,137 substitute policy was not the kind of policy the loan agreement had in mind, for it insured the bank not only against "loss or damage" but also against her failure to repay the bank's car loan. Hence, Heintz's "representation" about the "amount" of her "debt" was "false"; amounted to an effort to collect an "amount" not "authorized" by the loan agreement; and thus violated the Act.

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, the District Court dismissed Jenkins's Fair Debt Collection lawsuit for failure to state a claim. The court held the Act does not apply to lawyers engaging in litigation. However, the Court of Appeals for the Seventh Circuit reversed the District Court's judgment, interpreting the Act to apply to litigating lawyers. *Jenkins v. Heintz*, 25 F. 3d 536 (1994). The Seventh Circuit's view in this respect conflicts with that of the Sixth Circuit. See *Green v. Hocking*, 9 F. 3d 18 (1993) (*per curiam*). We granted certiorari to resolve this conflict. 513 U. S. \_\_\_\_ (1994). And, as we have said, we conclude that the Seventh Circuit is correct. The Act does apply to lawyers engaged in litigation.

There are two rather strong reasons for believing that the Act applies to the litigating activities of lawyers. *First*, the Act defines the "debt collector[s]" to whom it applies as including those who "regularly collec[t] or attemp[t] to collect, directly or indirectly, [consumer] debts owed or due or asserted to be owed or due another." §1692a(6). In ordinary English, a lawyer who regularly tries to obtain payment of consumer debts through legal proceedings is a lawyer who regularly "attempts" to "collect" those consumer debts. See, e.g., Black's Law Dictionary 263 (6th ed. 1990) ("To collect a debt or claim is to obtain payment or liquidation of it, either by personal solicitation or legal proceedings").

*Second*, in 1977, Congress enacted an earlier version of this statute, which contained an express exemption for lawyers. That exemption said that the term "debt collector" did not include "any attorney at law collecting a debt as an attorney on behalf of and in the name of a client." Pub. L. 95-109, §803(6)(F), 91 Stat. 874, 875. In 1986, however, Congress repealed this exemption in its entirety, Pub. L. 99-361, 100 Stat. 768, without creating a

narrower, litigation related, exemption to fill the void. Without more, then, one would think that Congress intended that lawyers be subject to the Act whenever they meet the general "debt collector" definition.

Heintz argues that we should nonetheless read the statute as containing an implied exemption for those debt collecting activities of lawyers that consist of litigating (including, he assumes, settlement efforts). He relies primarily on three arguments.

*First*, Heintz argues that many of the Act's requirements, if applied directly to litigating activities, will create harmfully anomalous results that Congress simply could not have intended. We address this argument in light of the fact that, when Congress first wrote the Act's substantive provisions, it had for the most part exempted litigating attorneys from the Act's coverage; that, when Congress later repealed the attorney exemption, it did not revisit the wording of these substantive provisions; and that, for these reasons, some awkwardness is understandable. Particularly when read in this light, we find Heintz's argument unconvincing.

Many of Heintz's "anomalies" are not particularly anomalous. For example, the Sixth Circuit pointed to §1692e(5), which forbids a "debt collector" to make any "threat to take action that cannot legally be taken." The court reasoned that, were the Act to apply to litigating activities, this provision automatically would make liable any litigating lawyer who brought, and then lost, a claim against a debtor. *Green, supra*, at 21. But, the Act says explicitly that a "debt collector" may not be held liable if he "shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error." §1692k(c). Thus, even if we were to assume that the suggested reading of §1692e(5) is correct, we would not find the result so absurd as to warrant implying an exemption for litigating lawyers. In any event, the assumption would seem unnecessary, for we do not see how the fact that a lawsuit turns out ultimately to be unsuccessful could, by itself, make the bringing of it an "action that cannot legally be taken."

The remaining significant "anomalies" similarly depend for their persuasive force upon readings that courts seem unlikely to endorse. For example, Heintz's strongest "anomaly" argument focuses upon the Act's provisions governing "[c]ommunication in connection with debt collection." §1692c. One of those provisions requires a "debt collector" not to "communicate further" with a consumer who "notifies" the "debt collector" that he or she "refuses to pay" or wishes the debt collector to "cease further communication." §1692c(c). In light of this provision, asks Heintz, how can an attorney file a lawsuit against (and thereby communicate with) a nonconsenting consumer or file a motion for summary judgment against that consumer?

We agree with Heintz that it would be odd if the Act empowered a debt owing consumer to stop the "communications" inherent in an ordinary lawsuit and thereby cause an ordinary debt collecting lawsuit to grind to a halt. But, it is not necessary to read §1692c(c) in that way--if only because that provision has exceptions that permit

communications "to notify the consumer that the debt collector or creditor may invoke" or "intends to invoke" a "specified remedy" (of a kind "ordinarily invoked by [the] debt collector or creditor"). §§1692c(c)(2), (3). Courts can read these exceptions, plausibly, to imply that they authorize the actual invocation of the remedy that the collector "intends to invoke." The language permits such a reading, for an ordinary court related document does, in fact, "notify" its recipient that the creditor may "invoke" a judicial remedy. Moreover, the interpretation is consistent with the statute's apparent objective of preserving creditors' judicial remedies. We need not authoritatively interpret the Act's conduct regulating provisions now, however. Rather, we rest our conclusions upon the fact that it is easier to read §1692c(c) as containing some such additional, implicit, exception than to believe that Congress intended, silently and implicitly, to create a far broader exception, for all litigating attorneys, from the Act itself.

*Second*, Heintz points to a statement of Congressman Frank Annunzio, one of the sponsors of the 1986 amendment that removed from the Act the language creating a blanket exemption for lawyers. Representative Annunzio stated that, despite the exemption's removal, the Act still would not apply to lawyers' litigating activities. Representative Annunzio said that the Act

"regulates debt collection, not the practice of law. Congress repealed the attorney exemption to the act, not because of attorney[s'] conduct in the courtroom, but because of their conduct in the backroom. Only collection activities, not legal activities, are covered by the act. . . . The act applies to attorneys when they are collecting debts, not when they are performing tasks of a legal nature. . . . The act only regulates the conduct of debt collectors, it does not prevent creditors, through their attorneys, from pursuing any legal remedies available to them." 132 Cong. Rec. 30842 (1986).

This statement, however, does not persuade us.

For one thing, the plain language of the Act itself says nothing about retaining the exemption in respect to litigation. The line the statement seeks to draw between "legal" activities and "debt collection" activities was not necessarily apparent to those who debated the legislation, for litigating, at first blush, seems simply one way of collecting a debt. For another thing, when Congress considered the Act, other Congressmen expressed fear that repeal would limit lawyers' "ability to contact third parties in order to facilitate settlements" and "could very easily interfere with a client's right to pursue judicial remedies." H. R. Rep. No. 99-405, p. 11 (1985) (dissenting views of Rep. Hiler). They proposed alternative language designed to keep litigation activities outside the Act's scope, but that language was not enacted. *Ibid*. Further, Congressman Annunzio made his statement not during the legislative process, but *after* the statute became law. It therefore is not a statement upon which other legislators might have relied in voting for or against the Act, but it simply represents the views of one informed person on an issue about which others may (or may not) have thought differently.

*Finally*, Heintz points to a "Commentary" on the Act by the Federal Trade Commission's

staff. It says:

"Attorneys or law firms that engage in traditional debt collection activities (sending dunning letters, making collection calls to consumers) are covered by the [Act], but *those whose practice is limited to legal activities are not covered.*" Federal Trade Commission--Statements of General Policy or Interpretation Staff Commentary on the Fair Debt Collection Practices Act, 53 Fed. Reg. 50097, 50100 (1988) (emphasis added; footnote omitted).

We cannot give conclusive weight to this statement. The Commentary of which this statement is a part says that it "is not binding on the Commission or the public." *Id.*, at 50101. More importantly, we find nothing either in the Act or elsewhere indicating that Congress intended to authorize the FTC to create this exception from the Act's coverage--an exception that, for the reasons we have set forth above, falls outside the range of reasonable interpretations of the Act's express language. See, e.g., *Brown v. Gardner*, 513 U. S. \_\_\_\_\_, \_\_\_\_\_ (1994) (slip op., at 6-8); see also *Fox v. Citicorp Credit Servs., Inc.*, 15 F. 3d 1507, 1513 (CA9 1994) (FTC staff's statement conflicts with Act's plain language and is therefore not entitled to deference); *Scott v. Jones*, 964 F. 2d 314, 317 (CA4 1992) (same).

For these reasons, we agree with the Seventh Circuit that the Act applies to attorneys who "regularly" engage in consumer debt collection activity, even when that activity consists of litigation. Its judgment is therefore

*Affirmed.*