

## Consumer Debt Litigation Index

### Top Recommendations for Reform in Kansas

**Kansas's Score: 14/100**

**Kansas's National Rank: 39th**

Consumer debt lawsuits dominate civil court dockets across the country. In an overwhelming number of cases—more than 70% in many places—the people sued do not respond or defend themselves. As a result, courts often enter default judgments without determining whether the defendant even knows about it, it is timely, or has merit. In turn, people face high fees and interest, onerous payment plans, seizure of wages and possessions, and potential imprisonment. States across the country have established laws and practices aimed at reducing unjust lawsuits and producing fairer outcomes. To support states in their respective efforts, the National Center for Access to Justice in 2024 created the Consumer Debt Litigation Index in consultation with a panel of experts. The Index ranks the states on their progress in adopting 24 best policies (“benchmarks”) for fairness. See our Top Recommendations and Complete Findings, below.

#### 1. Establish Pleading Requirements (Benchmark 6)

**Why:** People facing debt collection lawsuits often have difficulty understanding the claim against them. Lax pleading requirements also invite illegitimate lawsuits. Requiring complaints to name the original creditor, demonstrate ownership of the debt, and itemize specific amounts sought, can deter meritless filings and enable defendants to assert legitimate defenses, promoting fairness. Delaware, New Mexico, New York, and Washington, D.C. all require consumer debt complaints to include all three key elements. Kansas does not meet the benchmark because it does not have special pleading requirements for consumer debt claims to include (a) the name of the original creditor, (b) the basis of plaintiffs' standing, or (c) an itemization of the amount sought.

**How:** Kansas should adopt a law or practice that requires plaintiffs in all consumer debt cases to allege: (a) the name of the original creditor; (b) the plaintiff's standing (e.g. the chain of ownership of the debt); and (c) an itemization of the amount sought, including debt principal, interest, fees, costs, and other charges to date. If it does so, the state's score would increase 10 points.

#### 2. Require Authenticated Business Records for A Default (Benchmark 7)

**Why:** Creditors too often bring legally insufficient cases, relying on the likelihood that many defendants will not respond (or “default”) and that the merits of the creditors' claims will never be assessed by a court. Requiring creditors to establish -- before a default judgment may be entered -- (a) proof of service, (b) validity of the debt using authenticated business records, and (c) itemized amounts sought, also with authenticated business records, promotes fairness, as these elements deter lawsuits that lack merit and lower the number of unjust default judgments. Illinois does not meet the benchmark because it does not require proof of service of the underlying complaint as a condition for securing entry of a default judgment. Alaska, Maine, New York, Washington, D.C., Washington State, and Wisconsin all require creditors to prove all three essential elements before a court may enter a

default judgment. Kansas does not require these three elements as a condition for obtaining a default judgment in all consumer debt collection cases, but does have a proof of service requirement for obtaining a default in Limited Actions (actions for secured contractual debt claims under \$25,000 or unsecured contractual debt claims of any amount) where a defendant has failed to appear and failed to file a written answer on or before the time specified in the summons.

**How:** Kansas should adopt a law or practice that requires plaintiffs in consumer debt cases to establish the following before a court may enter a default judgment: (a) proof of service, extending this requirement beyond "limited actions"; (b) validity of the debt through authenticated business records (e.g. contract, account statements, or other evidence of obligation); and (c) amount of the judgment through authenticated business records, itemizing damages, court fees, attorneys' fees, and interest. If it does so, the state's score would increase 10 points.

### 3. Ensure that Garnishment Exemptions for Bank Accounts Are Self-Executing (Benchmark 14) and Update Garnishment and Attachment Exemptions (Benchmark 15)

**Why:** Without sufficient protections, garnishment and attachment orders to seize money or assets from a debtor to pay a creditor can leave people unhoused, unable to keep a car to drive to work, and stuck in cycles of poverty. Federal law exempts some funds from garnishment and some property from attachment, but debtors often do not learn what funds and property are exempt or how to assert exemptions. Further, the federal exemptions are out of date and inadequate to preserve even a very basic standard of living. Many states—including California, Idaho, Maryland and Wyoming—make some exemptions "self-executing", meaning that a bank must protect exempt funds even when the debtor does not assert exemptions (Benchmark 14). Other states have increased garnishment and asset exemptions (Benchmark 15). For example, in consumer debt cases Texas has garnishment exemptions that protect 100% of a person's wages, and attachment exemptions that protect a home (of any value) and personal property (including a car) up to a value of \$100,000 for a family or \$50,000 for an individual. Kansas, however, does not have self-executing bank account exemptions, and it has not increased wage garnishment exemptions sufficiently.

**How:** Kansas should make bank account exemptions self-executing. Further, Kansas should update and expand on garnishment and attachment provisions so that they protect at minimum: Income of at least \$576.92 per week, the minimum to keep a family of four above the federal poverty level, as defined by the U.S. Federal Poverty Guidelines in 2023. If it does so, Kansas's score would increase 7 points.

## What Would Happen if Kansas were to Implement these Recommendations?

These three recommendations, if adopted by the state, would substantially increase Kansas's score and ranking. For more on how Kansas can do better, see the complete findings below and visit NCAJ's [Consumer Debt Litigation Index](#) at <https://ncaj.org/state-rankings/consumer-debt> or reach out to NCAJ at [NCAJ@fordham.edu](mailto:NCAJ@fordham.edu).

# Complete Consumer Debt Litigation Index Findings for Kansas

## I. Issue Area: Help people know when they are being sued and where to find help.

### 1 - Government Notice of Lawsuits

Score: 0/5

Does the state respond to the problem of ineffective or fraudulent ("sewer") service in consumer debt lawsuits by: a. Public Official Service - requiring that a public official (e.g. the court or the sheriff) handle service? or, b. Court Supplemental Notice - requiring the

No

court to send the defendant, by first class mail, supplemental notice of a new consumer debt lawsuit and deny default judgment if that notice is returned as undeliverable?

Kansas does not meet this benchmark because it does not meet either sub-benchmark 1a or 1b. First it does not meet sub-benchmark 1a because under Kansas law, commencement of consumer debt lawsuits is indistinguishable from other types of civil actions and Kansas permits process servers as well as private detectives to effect personal or residential service. See Kan. Stat. § 60-303(d)(3). Second, Kansas does not meet sub-benchmark 1b because Kansas does not require that the court provide supplemental notice of a consumer debt lawsuit, and that default judgment be denied if that notice is returned as undeliverable.

## 2 - Guidance on Finding Help

Score: 0/5

Does the state require that notice to the defendant in a consumer debt lawsuit include guidance on where to seek help, including free legal assistance?

No

Kansas does not meet this benchmark because Kansas does not require that notice in a consumer debt lawsuit provide guidance to defendants on where to find help. See Kan. Stat. Ann. § 60-302; Kan. Jud. Council, Summons and Return of Service (December 2022) <https://www.kansasjudicialcouncil.org/sites/default/files/Summons%20And%20Return%20Of%20Service%20%2812-2022%29.pdf>.

## II. Issue Area: Make it easier to respond to a lawsuit.

### 3 - Simplified Answer

Score: 2/2

Does the state provide a simple Answer process by making available an Answer form for use by unrepresented persons in consumer debt lawsuits?

Yes

Kansas meets this benchmark because the Kansas Judicial Council makes available an Answer form for all civil actions (including small claims) that can be used by consumer debt defendants. See Kan. Jud. Council, Civil Action Answer Form (Oct. 2017), available at <https://www.kansasjudicialcouncil.org/sites/default/files/Answer%20With%20Defenses%20%286-2017%29.pdf>.

### 4 - No Notarization Requirement to Answer

Score: 2/2

Does the state make it easier to respond to consumer debt lawsuits by never requiring defendants to have an Answer notarized before filing?

Yes

Kansas meets this benchmark because it does not require that a pleading be verified except when specifically required by rule or statute. See Kan. Stat. § 60-211(a). No such rule or statute applies to an Answer in a consumer debt litigation.

### 5 - No Fee to Answer

Score: 5/5

Does the state permit the filing of an Answer in consumer debt lawsuits without charging a filing fee?

Yes

Kansas meets the benchmark because there is no law requiring a fee for filing an answer in civil court or small claims court. See Kan. Stat. Ann. § 60-2001 (1963).

## III. Issue Area: Require the creditor to provide evidence of a valid debt claim.

### 6 - Pleading Requirement

Score: 0/10

Does the state require consumer debt complaints to allege all of the following: a. Name of original creditor; b. Basis of plaintiff's standing (e.g. chain of ownership of debt); and c. Itemization of amount sought including debt principal, interest, fees, costs, and other charges to date?

**No**

Kansas does not meet the benchmark because it does not have special pleading requirements for consumer debt claims to include (a) the name of the original creditor, (b) the basis of plaintiffs' standing, or (c) an itemization of the amount sought. See Kan. Stat. sec. 60-208(a) (establishing general rules of pleading).

### 7 - Authenticated Records for Default

**Score: 0/10**

Does the state require the following be established before a default judgment can be granted: a. Proof of Service b. Validity of debt through authenticated business records (e.g. contract, account statements, or other evidence of obligation); and c. Amount of judgment through authenticated business records, itemizing damages, court fees, attorneys' fees, and interest?

**No**

Kansas does not meet this benchmark or any of the sub-benchmarks. Kansas state courts may grant default judgments pursuant to Kansas Rule of Civil Procedure 60-255 and Kansas Rule of Civil Procedure 61-3301 for Limited Actions, and, except as set forth below, neither of these rules impose any of the requirements in sub-benchmarks (a) to (c). However, pursuant to Kansas Rule of Civil Procedure 61-3301 for Limited Actions (actions for secured contractual debt claims under \$25,000 or unsecured contractual debt claims of any amount), proof of service is required before a default judgment can be entered in instances where a defendant has failed to appear or file a written answer on or before the time specified in the summons. Therefore, solely in cases of Limited Actions, Kansas meets sub-benchmark (a). There is also no Kansas statute that separately imposes requirements regarding the entry of default judgments.

## IV. Issue Area: Require consumer debt collection actions to be brought within a reasonable time of non-payment.

### 8 - Burden on Plaintiff to Allege Timeliness

**Score: 0/2**

Does the state place the pleading burden on the consumer debt plaintiff to allege in the Complaint the timeliness of each claim, including each of the following: a. applicable statute of limitations; b. date that claim accrued; and c. date that statute of limitations expires?

**No**

Kansas does not meet this benchmark because the statutes and rules of Kansas do not place the burden of pleading timeliness on the plaintiff and do not require that a debt collection complaint include (a) the applicable statute of limitations, (b) the date the claim accrued, or (c) the date that the statute of limitations expires. See Kan. Stat. sec. 60-208(c)(1)(P) (establishing statute of limitations as an affirmative defense).

### 9 - Four Year Statute of Limitations

**Score: 0/5**

Does the state require 4-year (or shorter) statute of limitations for the causes of action most commonly used to pursue consumer debt collection: breach of contract (written or oral), open account, account stated, unjust enrichment, conversion, bad check?

**No**

Kansas does not meet this Benchmark because it does not impose a 4-year (or shorter) statute of limitations for all consumer debt claims. In particular, Kansas has the following limitations periods: • breach of written contract: 5-year limitations period (Kan. Stat. § 60-511); • breach of oral contract: 3-year limitations period (Kan. Stat. § 60-512(1)); • open account: 3-year limitations period (Kan. Stat. § 60-512(1)); • account stated: 4-year limitations period (Kan. Stat. § 84-2-725(1)); • unjust enrichment: 3-year limitations period (Kan. Stat. § 60-512(1)); • conversion: two-year limitations period (Kan. Stat. § 60-513(a)(2)); and • passing a bad check: 3-year limitations period for an action to enforce the obligation of a party to an unaccepted draft to pay the draft after dishonor of the draft or 10-year limitations period after the date of the draft, whichever period expires first (Kan. Stat. § 84-3-118).

**10 - Prohibit Revival of Time-Barred Claims****Score: 0/2**

Does the state prohibit revival of time-barred consumer debt claims, even where defendant makes subsequent payment toward a debt?

**No**

Kansas does not meet this Benchmark because it makes consumer debt claims subject to revival even after the statute of limitations has run, including when a debtor makes a subsequent payment toward the debt, explicitly acknowledges the debt, or expresses a new promise to pay the full debt. See *O'Malley v. Frazier*, 274 Kan. 84, 86, 49 P.3d 438, 441 (2002) (referencing Kansas law and noting that “under the plain language of the statute, part payment by the debtor will toll the statute of limitations. Any of the three means mentioned in the statute—payment, acknowledgment, or promise—starts anew the period of limitations which would have been applicable had an action been brought on the original debt or claim” . . . “part payment and acknowledgment are distinct means to revive a time-barred claim under K.S.A. 60-520”). In addition, the Kansas code states that “[i]n any case founded on contract, when any part of the principal or interest shall have been paid, or an acknowledgment of an existing liability, debt or claim, or any promise to pay the same, shall have been made, an action may be brought in such case within the period prescribed for the same, after such payment, acknowledgment or promise; but such acknowledgment or promise must be in writing, signed by the party to be charged thereby.” Kan. Stat. § 60-520 (2021).

**V. Issue Area: Prohibit attorneys' fee shifting, and cap interest.****11 - Prohibit Attorneys' Fees Shifting****Score: 0/3**

Does the state prohibit attorneys' fee shifting in consumer debt lawsuits regardless of contractual provision or reciprocity in fee shifting?

**No**

Kansas does not meet the benchmark because it expressly allows for attorney fee shifting in consumer debt contracts and does not provide a reciprocal right to attorneys' fees for the prevailing defendant where the creditor has a contractual right to attorneys' fees. The Kansas statutory code provides that “any note, mortgage or other credit agreement may provide for the payment of reasonable costs of collection, including, but not limited to . . . attorney fees . . .” Kan. Stat. Ann. § 58-2312. The statute bars fees for employees of the creditor or its assignee and bars recovering both attorneys' fees and collection agency fees. *Id.*

**12 - Interest Caps****Score: 0/3**

Does the state cap interest in consumer debt lawsuits (regardless of any contractual provision) as follows: a. Pre-judgment interest for debt buyers capped at an annual rate of 7% (or less); and b. Post-judgment interest for all creditors capped at 5% (or less) of the judgment?

**No**

Kansas does not meet this benchmark because it does not satisfy the requirements of sub-benchmarks (a) or (b). Regarding prejudgment interest, Kansas law states that if no rate of interest is agreed upon, creditors can receive interest at the rate of 10% per year. Kan. Stat. Ann. § 16-201 (2022). Kansas law further states that the highest rate that parties can agree to in a written instrument is 15% per year. Kan. Stat. Ann. § 16-207(a) (2022). Thus, Kansas does not limit prejudgment interest on debt to 7% or less (as is required to meet sub-benchmark (a)). Regarding post-judgment interest, Kansas law states that (i) for judgments rendered pursuant to the code of civil procedure, interest shall be at a rate that is equal to 4% above the discount rate (the charge on loans to banks by the Federal Reserve), as adjusted in July of each year, and (ii) for judgments rendered pursuant to the code of civil procedure for limited actions (secured contractual debt claims under \$25,000 or unsecured contractual debt claims of any amount), interest shall be 12% per annum. Kan. Stat. Ann. § 16-204(e) (2022). Furthermore, Kansas law states that when a rate of interest is specified in a contract, a judgment rendered on such contract bears interest at the same rate as the underlying contract. Kan. Stat. Ann. § 16-205(a) (2022). Thus, Kansas does not limit post-judgment interest on debt to 5% or less of the judgment (as is required to meet sub-benchmark (b)).

**VI. Issue Area: Reduce the likelihood that consumer debt collection actions leave people homeless, or perpetuate a cycle of debt.**

**13 - Require Court Order to Garnish or Attach****Score: 5/5**

Does the state in consumer debt lawsuits require a court order for garnishment and attachment?

**Yes**

Kansas meets the benchmark because garnishment requires a court order. Kan. Stat. Ann. § 60-731. Attachment is also only available upon a judge's issuance of an order of attachment. Kan. Stat. Ann. § 60-703. In small claims court, the court may make such orders or rulings as are necessary to promote justice and fairly protect the parties. Kan. Stat. Ann. § 61-2712.

**14 - Bank Account Garnishment Exemptions Are Self Executing****Score: 0/2**

Does state law require in consumer debt lawsuits that garnishment exemptions for bank accounts are self-executing?

**No**

Kansas does not meet the benchmark because it does not require financial institutions to protect money deposited in bank accounts unless a judgment debtor asserts an exemption. See Kan. Stat. Ann. § 60-2313.

**15 - Essential Exemptions****Score: 0/5**

Does the state prevent people from becoming impoverished, unhoused, or unable to work by exempting income and assets from attachment and garnishment, as follows: a. Income of at least \$576.92 per week, the minimum to keep a family of four above the federal poverty level, as defined by the U.S. Federal Poverty Guidelines in 2023; b. Home, regardless of value, or at least the median price of a home in the state; and c. Car value, state exemption for, at least, the first \$15,000 in value?

**No**

Kansas does not meet the benchmark because sub-benchmark (a) (income) is not met. Kansas law provides as follows: (a) Income: Kansas does not meet sub-benchmark (a) because it exempts 75% of a person's aggregate weekly disposable earnings or 30 times the federal minimum hourly wage in effect when the person is paid, whichever is greater. Kan. Stat. Ann. § 60-2310. Thirty times the federal minimum wage (\$7.25 per hour in 2023) is only \$217.50. State Minimum Wage Laws, U.S. Dep't of Labor (Sept. 30, 2023), <https://www.dol.gov/agencies/whd/minimum-wage/state>. (b) Home: Kansas meets sub-benchmark (b) because it exempts one home, regardless of value. Kan. Stat. Ann. § 60-2301 (limiting, however, the number of exempt acres to 160 of farming land or 1 in a town or city). (c) Car: Kansas meets sub-benchmark (c) because a person's interest in one car that is used for transportation to and from work is exempt up to a value of \$20,000 subject to a certain limited exception. Kan. Stat. Ann. § 60-2304(c). For more information on garnishment exemptions see Michael Best and Carolyn Carter, No Fresh Start 2023, National Consumer Law Center (Dec. 2023), [https://www.nclc.org/wp-content/uploads/2023/12/2023\\_Report\\_No-Fresh-Start-3.pdf](https://www.nclc.org/wp-content/uploads/2023/12/2023_Report_No-Fresh-Start-3.pdf).

**16 - Require Prior Notice of Garnishment****Score: 0/5**

Does the state require notice to debtor prior to actual garnishment that explains all of the following: a. potential exemptions? b. how to challenge the order? and c. how to assert exemptions?

Kansas does not meet this benchmark because the state does not require prior notice of garnishment exemptions or how to assert them. A judgment debtor only receives notice of garnishment after the order of garnishment is served on a garnishee and at such time the garnishee retains the judgment debtor's assets. See Kan. Stat. Ann. § 60-735(a), 60-732(c), 60-733(a)-(b), 60-734(c) (West 2023). Additionally, even if Kansas required prior notice of garnishment, the state would not meet sub-benchmark (a) (potential exemptions) because the law does not require that the notice list all exemptions, see *id.* at § 60-735, 61-3508 or sub-benchmark (b)(how to challenge the order) because the law does not require the notice to explain how to challenge the order, (as distinct from challenging the amount garnished), see *id.* at Kan. Stat. § 60-735, 61-3508; <https://www.kansasjudicialcouncil.org/sites/default/files/Ch%2060%20Notice%20to%20Judgement%20Debtor%20%28nonearnings%29%20%2810-2013%29.pdf>. The state would meet sub-benchmark (c) (how to assert exemptions) because the laws providing for notice do explain how to request a hearing at which exemptions can be asserted. See Notice to Judgment Debtor, Kan. Jud. Council (Oct. 13, 2023), <https://www.kansasjudicialcouncil.org/sites/default/files/Ch%2060%20Notice%20to%20Judgement%20Debtor%20%28earnings%29%20%2810-2013%29.docx>; Notice to Judgment Debtor (earnings), Kan. Jud. Council, <https://www.kansasjudicialcouncil.org/legal-forms/civil-actions/chapter-60/garnishment-and-attachment/notice-judgment-debtor-earnings> (last visited Nov. 10, 2023).

## VII. Issue Area: Eliminate debtors' prison.

### 17 - Prohibit Incarceration for Failure to Obey a Court Order to Pay Consumer Debt

Score: 0/5

Does the state prohibit incarceration for contempt for failure to obey a court order to pay all or part of a consumer debt judgment? **No**

Kansas does not meet the benchmark because it does not prohibit incarceration for failure to obey a court order to pay all or part of a debt judgment. The Kansas Supreme Court held more than a century ago that a judgment debtor may be imprisoned for failing to pay a judgment. As the court explained in *In re Burrows*, 33 Kan. 675 (1885): "In this case, Burrows is imprisoned simply and wholly because he will not deliver up money in his possession and under his control in payment of the judgment. He can terminate the imprisonment at any time by ... satisfying the original judgment and costs."

### 18 - Prohibit Incarceration for Failure to Obey a Court Order to Appear at a Debtor's Examination, Unless Nonappearance Was Willful

Score: 0/5

Does the state prohibit arrest and/or incarceration for contempt for failure to appear at a debtor's examination (i.e. a judgment enforcement proceeding), unless the person's failure to appear was willful? **No**

Kansas does not meet the benchmark because a judge may issue a bench warrant if a person "fails, neglects, or refuses to appear" for a proceeding in aid of a judgment execution against them. Kan. Stat. Ann. §§ 60-2419, 61-3608. When the person is brought before the court, the judge conducts a contempt hearing and may punish the person with a fine, incarceration in the county jail up to 30 days, or both. Kan. Stat. Ann. § 61-3608.

### 19 - Provide Right to Counsel

Score: 0/5

Does the state provide a lawyer without charge in any contempt or other proceeding in which incarceration is a potential outcome in a consumer debt lawsuit? **No**

Kansas does not meet the benchmark because it does not provide a right to counsel in contempt cases, including when incarceration is possible. See Kan. Stat. Ann. §§ 22-4503(a); 20-1204a.

## VIII. Issue Area: Prevent government from undue intervention on behalf of creditor.

### 20 - Prohibit Collaboration Between Creditors and Prosecutors

Score: 0/2

Does the state prohibit relationships (including financial relationships) in which prosecutors lend the authority of their offices to facilitate the activities of debt collectors (e.g. payments by creditors to prosecutors who threaten or bring criminal prosecutions in bad check cases)? **No**

Kansas does not meet this benchmark because there is no statutory or judicial prohibition on relationships or financial arrangements between prosecutors and debt collectors. See Kan. Stat. Ann.. §§ 60-2610; 21-5821.

### 21 - Prohibit Paying Bail/Bond to Creditor

Score: 0/2

Does the state prohibit use of bail to pay the creditor in all contempt proceedings, or in other proceedings in a consumer debt lawsuit in which incarceration is a possible outcome? **No**

Kansas does not meet the benchmark because its laws do not include an express prohibition on the use of bail or bond to pay a creditor. See Kan. Stat. Ann. § 60-2419.



**22 - Limit Frequency of Examinations****Score: 0/5**

Does the state in consumer debt litigation schedule or otherwise limit financial examinations to no more than once per year?

**No**

Kansas does not meet this benchmark because, if a judgment is unsatisfied or if the judgment creditor alleges that they do not have sufficient knowledge of the debtors' assets to advise the sheriff about what to levy, then the creditor is "entitled to have an order for a hearing in aid of execution." At such a hearing, the judgment debtor must "appear and answer concerning the debtor's property and income, before the judge, or a referee appointed by the judge, at a time and place specified in the order." The law does not limit the frequency of such hearings. Kan. Stat. Ann. § 60-2419.

**IX. Issue Area: Collect data to improve the system.****23 - Data Collection: Number of Lawsuits****Score: 0/3**

Do state courts at least annually collect and publish statewide data on number of consumer debt lawsuits?

**No**

Kansas does not meet the benchmark because Kansas' state courts do not collect and break out specific statewide data on the number of consumer debt lawsuits nor the types of dispositions of consumer debt lawsuits, although consumer debt caseload numbers are included the reported numbers for Contract Claims, and would also be included in courts category of Limited Actions. According to the civil case load definition in the 2019 Annual Report of the Courts of Kansas, "debt collection cases" qualify as contract cases, although there are other contract disputes that would be included in the count of contract cases. Also, Limited Actions are defined as "those for the collection of unsecured debts without any limitation on the dollar amount, or, those cases involving claims of \$25,000 or less for other civil actions filed under the Kansas Code of Civil Procedure for Limited Actions. See CIVIL CASE LOAD DEFINITION - 2019 ANNUAL REPORT OF THE COURTS OF KANSAS. See <https://www.kscourts.org/KSCourts/media/KsCourts/Case%20Statistics/Annual%20Reports/2019/CIVIL-CASELOAD-DEFINITIONS.pdf> See also Kan. Stat. Ann. § 61 (West).

**24 - Data Collection: Disposition of Lawsuits****Score: 0/2**

Do state courts at least annually collect and publish statewide data on types of dispositions of consumer debt lawsuits?

**No**

Kansas does not meet the benchmark because Kansas' state courts do not collect and break out specific statewide data on the number of consumer debt lawsuits nor the types of dispositions of consumer debt lawsuits, although consumer debt caseload numbers are included the reported numbers for Contract Claims, and would also be included in courts category of Limited Actions. According to the civil case load definition in the 2019 Annual Report of the Courts of Kansas, "debt collection cases" qualify as contract cases, although there are other contract disputes that would be included in the count of contract cases. Also, Limited Actions are defined as "those for the collection of unsecured debts without any limitation on the dollar amount, or, those cases involving claims of \$25,000 or less for other civil actions filed under the Kansas Code of Civil Procedure for Limited Actions. See CIVIL CASE LOAD DEFINITION - 2019 ANNUAL REPORT OF THE COURTS OF KANSAS. See <https://www.kscourts.org/KSCourts/media/KsCourts/Case%20Statistics/Annual%20Reports/2019/CIVIL-CASELOAD-DEFINITIONS.pdf> See also Kan. Stat. Ann. § 61 (West).

To learn more about the Consumer Debt Litigation Index, including how other states fared, visit <https://ncaj.org/state-rankings/consumer-debt>.

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