

**NONPRECEDENTIAL DISPOSITION**

To be cited only in accordance with FED. R. APP. P. 32.1

**United States Court of Appeals**

**For the Seventh Circuit  
Chicago, Illinois 60604**

Submitted January 27, 2025\*

Decided January 29, 2025

**Before**

MICHAEL Y. SCUDDER, *Circuit Judge*

THOMAS L. KIRSCH II, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 24-2393

TYRAE IRVIN,  
*Plaintiff-Appellant,*

*v.*

EXETER FINANCE LLC,  
*Defendant-Appellee.*

Appeal from the United States District  
Court for the Northern District of  
Illinois, Eastern Division.

No. 23 CV 13873

Manish S. Shah,  
*Judge.*

**ORDER**

Tyrae Irvin sued Exeter Finance for violating the Fair Debt Collection Practices Act (the “Act”), 15 U.S.C. §§ 1692–1692p, after Exeter telephoned him repeatedly about the debt he owed on his car loan and informed the credit reporting agencies that he was

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\* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

delinquent. The district court dismissed his amended complaint for failure to state a claim, and because Exeter is not a debt collector under the Act, we affirm the judgment.

We accept the facts alleged in the amended complaint as true, drawing reasonable inferences in Irvin's favor. *See Esco v. City of Chi.*, 107 F.4th 673, 678 (7th Cir. 2024). In late June 2023, Irvin started receiving letters and calls from Exeter about the loan he had taken out from a dealership to finance the purchase of a car earlier that month. Exeter called him four or five times per day over a span of four months. In August, without validating any amount owed beforehand, Exeter sent Irvin letters stating that it was attempting to collect a debt. After six months of not receiving payments, Exeter reported to the credit bureaus that Irvin owed nearly \$32,000 on his car, which caused his credit score to drop and prevented him from obtaining credit.

Irvin sued Exeter under the Act for harassment and unfair practices. 15 U.S.C. §§ 1692d(5), 1692f(7), (8). Exeter moved to dismiss Irvin's amended complaint for failure to state a claim. Specifically, Exeter argued that Irvin's complaint did not support a reasonable inference that Exeter was a "debt collector" subject to liability under the Act, which does not apply to "any person attempting to collect any debt ... which was originated by such person" or "concerns a debt which was not in default at the time it was obtained." *Id.* § 1692a(6)(F)(ii), (iii). In support of this argument, Exeter attached to its motion two exhibits: (1) the retail installment contract with the dealership for Irvin's purchase on June 6, 2023, which listed July 21, 2023, as the first payment date; and (2) the contract assigning Irvin's loan from the dealership to Exeter on June 6, 2023.

The district court agreed with Exeter. It took notice of the contracts and determined that the debt originated on the day of the purchase and therefore was not in default when it was assigned to Exeter the same day. Accordingly, the court concluded, the company was not a debt collector under the Act. Irvin appeals the dismissal of the amended complaint, a ruling that we review *de novo*. *See Chaidez v. Ford Motor Co.*, 937 F.3d 998, 1004 (7th Cir. 2019).

Irvin first challenges the district court's consideration of the contracts attached to Exeter's motion to dismiss, asserting that Exeter improperly presented them even after he responded that they were hearsay. Although a motion under Federal Rule of Civil Procedure 12(b)(6) challenges the sufficiency of the plaintiff's pleading, a defendant permissibly relies on external documents "if they are referred to in the plaintiff's complaint and are central to his claim." *Mueller v. Apple Leisure Corp.*, 880 F.3d 890, 895 (7th Cir. 2018). This rule is liberal, especially when "the plaintiff does not contest the validity or authenticity of the extraneous materials." *Id.* Here, the contracts detailing the

terms of the purchase and the servicer of the car loan were central to Irvin's claims that Exeter was using unlawful debt-collection practices. And though Irvin believed the contracts to be inadmissible, he did not call into question their substance or their authenticity. Accordingly, the district court permissibly considered the contracts.

Next, Irvin argues that the district court erred when it concluded that, as a matter of law, Exeter was not a debt collector. But Irvin's interpretation of the statute is mistaken. To state a valid harassment or abuse claim under the Act, Irvin needed to allege facts plausibly suggesting that Exeter was a "debt collector" who engaged in prohibited conduct. 15 U.S.C. § 1692d. The statute expressly excludes from the definition of "debt collector" an entity attempting to collect a debt if its efforts concern a debt "which was originated by" that entity or "which was not in default at the time it was obtained by" that entity. *Id.* § 1692a(6)(F). Here, the contracts showed that Exeter began servicing the debt on June 6, the date Irvin's car loan originated and, further, that the debt was not in default that day because payment was not due until July 21, six weeks after the assignment of the loan to Exeter. *See, e.g., Whitaker v. Ameritech Corp.*, 129 F.3d 952, 958–59 (7th Cir. 1997). Thus, Exeter did not contact Irvin as a "debt collector."

AFFIRMED