



Consumer Federation of America

2019 Consumer Complaint Survey Report

July 27, 2020

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Consumer Federation of America

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Introduction

Consumer Federation of America¹ conducts an annual survey of city, county and state consumer agencies across the country to ask about the complaints they received in the previous year. Thirty-one agencies from 20 states participated in this year’s survey, which provides a snapshot of the most common, fastest-growing, worst, and newest problems consumers reported to them in 2019.

One of the most important functions of these agencies is to mediate disputes between consumers and businesses. Some also handle business-to-business issues. Unlike the “forced” arbitration that is found in an increasing number of consumer contracts, this mediation is voluntary and does not preclude the parties from taking other measures if they’re not satisfied with the outcome. It saves consumers and businesses the time and expense of going to court, which in many cases would be impractical, and can help salvage frayed relationships between companies and their customers.

Many state and local consumer agencies can also take more formal action through administrative procedures, civil suits and/or criminal prosecutions when appropriate. Consumers and businesses benefit from these actions to stop abuses and ensure fairness in the marketplace. The “Real Life Stories” and “Biggest Achievements” sections of this report provide examples that illustrate the wide range of problems these agencies deal with and the various approaches they take to try to resolve them.

Educating consumers and businesses about their rights and responsibilities is another key mission of state and local consumer agencies. Equipped with this knowledge, consumers can make smarter decisions and avoid fraud and other pitfalls, and businesses can build better reputations and avoid the negative consequences that can result from failure to follow legal requirements. The “Biggest Achievements” section also provides examples of agencies’ public education activities last year, as well as efforts to improve their efficiency and effectiveness and make accessing their services easier.

Many consumer issues, including top areas of complaints such as auto sales and repairs, home improvement and construction, retail sales, and landlord/tenant disputes, are governed primarily, or even entirely, by state and local laws. “New Consumer Protections” provides examples of laws, regulations and ordinances enacted in some locales last year to better protect the public.

Since the survey looks back at 2019, it does not reflect the impact of the COVID-19 pandemic. It should be noted, however, that this public health emergency has presented new challenges for consumer agencies. While their work has not stopped, some have had to move to doing it remotely or in rotating shifts of staff, with all of the practical considerations that entails, and face-to-face contact with the public has been greatly curtailed. The pandemic has also spurred complaints about price-gouging, refunds for cancelled events and travel, non-delivery of orders from closed vendors, and COVID-related scams. We are grateful for the agencies that were able to participate in the survey this year.

¹ *Consumer Federation of America is an association of over 250 non-profit consumer groups that was established in 1968 to advance the consumer interest through research, advocacy, and education.*

Key Findings

- **The 31 consumer agencies participating in the survey collectively received 193,810 complaints in 2019.** This does not include inquiries from consumers or businesses.
- **30 consumer agencies recovered or saved a total of \$300,370,946 for consumers in 2019** (one could not provide the figure). This understates the full value of their services, as it does not reflect the money consumers and businesses saved as a result of advice or information that agencies provided and may not include the outcomes of certain kinds of actions they took.
- **Auto, home improvement/construction, and retail sales were the top complaints.** Since problems with auto sales and repairs and home improvement and construction work often involve significant financial losses and great inconvenience, consumers are more likely to seek help with them than for more minor issues. Retail sales issues run the gamut from used merchandise being sold as new, to high-pressure sales tactics, to consumers being left in the lurch when businesses with which they have outstanding orders or gift cards suddenly close.
- **Home improvement/construction topped the list of worst complaints.** The financial loss that consumers can suffer when they've paid for work that was shoddily-done, not completed, or never even started is bad enough, but these problems can also affect their ability to live in their homes. **Fraud and mortgage problems rounded out the top three worst complaints.**
- **The top three fastest-growing complaints were fraud, medical billing, and internet sales.** Fraud can have a devastating financial impact on victims, especially when older people lose their life savings to scammers. For people of all ages, however, even a relatively small fraud loss can have a major impact on their finances.
- **New consumer problems.** Because of their accessibility and outreach efforts, state and local consumer agencies are often the first to hear about new consumer problems and new twists in old ones. For instance, scammers use a variety of well-known persuasion tactics to convince consumers to do what they tell them, but an Ohio agency noted a new trend last year: some fraudsters are staying on the phone with their intended victims as they follow instructions to withdraw money from their bank accounts, buy gift cards, or send money transfers, essentially holding their victims captive and ready to thwart any questions that might derail their schemes.
- **New consumer protections.** Examples of new consumer protection laws, regulations or ordinances enacted at the state or local level last year include limits on interest and finance charges in New Mexico, stronger data protection requirements in the District of Columbia, and establishing a rent stabilization program in unincorporated parts of Los Angeles County.
- **Biggest achievements.** State and local consumer agencies provided many examples of notable successes last year resolving consumer complaints, improving internal operations, and reaching out to the public. For instance, an agency in California forged relations with law enforcement authorities in China to combat scams originating in that country that target local Chinese-speaking residents; a Florida agency changed its online complaint form to enable consumers to report "do not call" violations even if they only have the information that appears on Caller ID; and a Maryland agency implemented a program to automatically notify consumers who receive a summons to court for outstanding debt about the importance of appearing to present any defenses they may have and that pro-bono legal assistance is available.

Top Ten Complaints in 2019

These are the top complaints that were reported to state and local consumer agencies last year based on the CFA survey.

1. **Auto:** Misrepresentations in advertising or sales of new and used cars, deceptive financing practices, defective vehicles, faulty repairs, car leasing and rentals, towing disputes.
2. **Home Improvement/Construction:** Shoddy work, failure to start or complete the job, failure to have required licensing or registration.
3. **Retail Sales:** False advertising and other deceptive practices, defective merchandise, problems with rebates, coupons, gift cards and gift certificates, failure to deliver.
4. **Landlord/Tenant:** Unhealthy or unsafe conditions, failure to make repairs or provide promised amenities, deposit and rent disputes, illegal eviction tactics.
5. **Credit/Debt:** Billing and fee disputes, mortgage problems, credit repair and debt relief services, predatory lending, illegal or abusive debt collection tactics.
6. **(Tie) Communications:** Misleading offers, installation issues, service problems, billing disputes with telephone and internet services; **Services:** Misrepresentations, shoddy work, failure to have required licensing or registration, nonperformance.
7. **Health Products/Services:** Misleading claims, unlicensed practitioners, failure to deliver, billing issues.
8. **Utilities:** Complaints about gas, electric, water and cable billing and service.
9. **(Tie) Fraud:** Bogus sweepstakes and lotteries, work-at-home schemes, grant offers, fake check scams, imposter scams and other common frauds; **Household Goods:** Misrepresentations, failure to deliver, repair issues in connection with furniture and major appliances.
10. **Internet Sales:** Misrepresentations or other deceptive practices, failure to deliver online purchases.

This ranking is based on the categories that appeared most frequently when we asked the state and local consumer agencies we surveyed to list the top ten complaints they received last year. We did not conduct a random survey of consumers, nor did we survey consumer agencies that only take complaints in one subject area, such as banking or insurance. See **Methodology** for further details.

The consumer agencies that participated in the survey are listed in **Appendix A**. Examples of complaints from many of those agencies can be found in the **Real World Complaints** and **Biggest Achievements** sections of this report. Relevant tips for consumers are provided throughout the report and compiled in **Appendix B**.

Worst Complaints in 2019

CFA asked state and local agencies about the worst complaints they received last year based on the number of complaints about a particular topic or company, the dollar amount involved, the impact on vulnerable consumers, or the sheer outrageousness of the situation. The three complaints most frequently described as the worst in 2019 were:

- 1. Home Improvement/Construction**
- 2. Fraud**
- 3. Mortgage problems**

The financial loss that consumers can suffer when they've paid for home improvement work or construction that was shoddily-done, not completed, or never even started is bad enough, but these problems can also affect their ability to live in their homes. Several of the complaint examples in this year's report are about problems with sales or installations of solar panels and other home improvements to boost energy efficiency.

Fraud can have a devastating financial impact on victims, especially when older people lose their life savings to scammers. For people of all ages, however, even a relatively small fraud loss can have a major impact on their finances. This year's report features stories about "the Chinese embassy scam," fraudsters pretending to be government officials, "sweetheart swindles," investment fraud, the "minister scam," phony sweepstakes, and "tech support" scams.

Mortgage problems include mistakes in documents and paperwork mix-ups that result in late fees and other negative consequences, and promises to help consumers avoid foreclosure that are not kept.

Other "worst complaints" that agencies cited were about auto sales, business opportunities, landlord/tenant problems, "do not call" violations, internet sales, price gouging, sales of bad meat, towing, and a company that paid consumers for the rights to their annuities and pensions.

Fastest-Growing Complaints in 2019

The three fastest-growing complaints most frequently cited by the state and local consumer protection agencies we surveyed were:

- 1. Fraud**
- 1. Medical billing**
- 2. Internet sales**

Medical billing problems can arise for many reasons: consumers may have incorrectly thought that services would be covered by insurance, or have been misled about coverage; consumers may not have realized what the cost would be for services; a mistake may have been made somewhere in the system; or consumers may have been deliberately mischarged. Resolving these problems can be frustrating because the terminology is complex and consumers are often bounced among insurance companies, health care providers, and debt collectors. Meanwhile, they may not be able to get the care they need.

Several agencies noted that complaints about internet sales can be challenging, especially when it is difficult to locate the sellers. In one complaint example, the business address was an apartment building in Maryland, but there was no business there and the seller appeared to be operating from China.

Other complaints that agencies mentioned as fastest-growing were about home improvement, trash haulers, taxis, gas stations, mortgage modifications, homeowners associations, student loans, used car sales, sidewalk vendors, business closings, immigration issues, and landlord/tenant problems.

New Consumer Problems in 2019

Because of their accessibility and outreach efforts, state and local consumer agencies are often the first to hear about new consumer problems and new twists in old ones. For instance, scammers use a variety of well-known persuasion tactics to convince consumers to do what they tell them, but an Ohio agency noted an emerging trend concerning imposter scams in which consumers are threatened with arrest for missing jury duty or other phony offenses. Scammers have begun instructing victims to stay on the phone while they go to the bank to withdraw funds or to stores to buy gift cards in order to make payment. Victims are told that disconnecting the call would result in a swift arrest or account seizure. This is an alarming development because consumers are essentially being held captive in the scam. For example, if bank tellers question them about withdrawing the money, the scammers are right there, in the consumers' ears, to suggest how to respond to prevent the tellers from becoming suspicious.

Other problems that were new to some agencies last year included:

- Foreclosed properties offered as rent-to-own (see page 42).
- Financing to purchase artworks (see page 45).
- Solicitations for pesticide services (see page 46).
- Refurbished engines sold online (see page 37).
- Sales of rebuilt food vending carts (see page 43).
- Online sales of sick puppies (see page 37).

New Consumer Protections in 2019

We asked state and local consumer agencies about new laws, regulations or ordinances that were enacted in their jurisdictions last year to better protect consumers. These examples demonstrate the important role that city, county and state governments play in setting public policies to protect their residents from fraud and abuses in the marketplace.

California

- California lawmakers took a major step in protecting borrowers from predatory high-cost loans by placing an annual interest rate cap of 36 percent on loans with a principal amount of \$2,500 to \$10,000. The law became effective January 1, 2020.
- In 2019, the California Consumer Privacy Act went into effect. It gives consumers the right to know what personal data businesses collect about them, how the data are used, whether the data are being sold or disclosed, and to whom. It also gives them the right to access and delete their data and opt out of the sale of their data. In addition, it prohibits the sale of personal information of consumers under the age of 16 without consent from their parents or guardians.

- The Los Angeles County Board of Supervisors established a permanent rent stabilization program for unincorporated LA County. It pegs increases for rental units and space in mobile home parks to the Consumer Price Index, with a maximum of eight percent, allowing certain designated luxury units increases of an additional two percent; requires relocation assistance for renters who are temporarily displaced or evicted for no-fault reasons; requires property owners to register all tenancies annually through a web-based rental housing registry system; and establishes a Rental Housing Oversight Commission to adjudicate rent stabilization issues.
- The state also passed new protections for tenants. Rent increases are limited to the Consumer Price Index, capped at five percent, and landlords must have “just cause” for evictions.
- As of January 1, 2019 sidewalk vending was decriminalized in California. Cities and counties are encouraged to establish programs to oversee sidewalk sales.

District of Columbia

- The Security Breach Protection Amendment Act of 2019 modernizes the District’s data breach law and strengthens protections for residents’ personal information. It expands the types of personal information covered by the law, requires companies to implement safeguards for the data, imposes additional reporting requirements for companies that suffer a data breach, and requires companies that expose consumers’ Social Security numbers to offer them free identity theft protection. Violations are subject to the District’s Consumer Protection Procedures Act.

Florida

- Florida enacted “assignment of benefits” reform to prevent abusive practices when contractors offering to repair damage to consumers’ homes ask them to sign over their insurance benefits in order to start the work quickly. Some contractors were taking advantage of the benefits assignments to provide inflated estimates for the work. Insurers also complained about lawsuits arising out of disputes with contractors over the cost of repairs. The new law defines “assignment agreement” and establishes requirements for the execution, validity and effect of such agreements; prohibits certain fees and policy provisions related to managed repairs in assignment agreements; transfers pre-lawsuit duties under insurance contracts to the assignee and shifts the burden to the assignee to prove that any failure to carry out such duties has not limited the insurer’s ability to perform under the contract; requires insurers to report certain information annually on claims paid under assignment agreements; allows insurers to sell policies prohibiting assignment, in whole or in part, under certain conditions; revises Florida’s one-way attorney fee statute to incorporate an attorney fee structure in determining the fee amount awarded in suits by an assignee against an insurer; and requires contractors to give insurers and consumers written notice at least 10 business days before filing suit on claims.
- It is now easier to prosecute home improvement contractors for fraud and obtain restitution for consumers under a new Florida law. It provides that if a consumer pays a contractor more than 10 percent of the contract price, the contractor must apply for the necessary permits within 30 days. Once permits are issued, work must begin in 90 days. If it hasn’t, the consumer can send a demand letter to the contractor asking for the work to start within 30 days, and if it still hasn’t commenced by then, the consumer can file a criminal complaint with local police.

Maryland

- Maryland’s Financial Consumer Protection Act of 2018 took effect last year. It expands the definition of “unfair and deceptive trade practice” to include “abusive” practices and violations of the federal Military Lending Act, lowers the threshold for loans to be subject to state law, increases civil penalties, protects consumers from unlicensed debt collectors, creates a Student Loan Ombudsman in the Office of Financial Regulation, and requires that agency to study whether it has the authority to regulate Fintech firms and cybercurrency. In addition, it entitles individuals to freeze and unfreeze their credit reports whenever they wish, free of charge.

New Mexico

- New Mexico’s Bank Installment Loan Act was amended last year to limit interest and other charges, add a right of rescission, limit the collection of certain attorneys’ fees, and provide penalties for violations of certain provisions of the law and of the New Mexico Small Loan Act. The changes also made certain violations of the New Mexico Small Loan Act and the New Mexico Bank Installment Loan Act actionable under the state’s Unfair Practices Act.

New York

- New York City instituted new rules for bail bond agents. The industry has a history of exploiting economically disadvantaged consumers who are desperate after the arrest and incarceration of a loved one. The rules require bail bond agents to provide consumers with the Bail Bond Consumer Bill of Rights before entering into contracts. Consumers must sign and date the documents, and the agents must keep copies for five years. If consumers speak a language other than English, the agents must also provide the document in their language if the translation is available on NYC Department of Consumer Affairs website. They must also post a Bail Bond Fees sign disclosing the maximum fees and the formula for how fees are calculated. In addition, they must provide consumers, via a conspicuous sign and a flier, the agents’ names as registered with the New York State Department of Financial Services, their license numbers, their addresses and phone numbers, and the names of any sub-licensees.

Oregon

- Oregon enacted a new Bias Crime law. It adds gender identity to the list of protected classes and implements a system for better tracking of hate crime data by the Oregon Criminal Justice Commission. Any victim of a bias or a hate incident can call the Oregon Department of Justice’s new Hate Crime Reporting hotline to report it, connect with trained staff, and receive a referral to law enforcement if appropriate. To create public awareness about the law, the state released television, radio and print ads featuring a variety of Oregonians.

Virginia

- The Fairfax County ordinance governing cable television, which dated back to 2001, was amended to take into account changes in cable technology, the relevant markets, and applicable federal and state law. The changes expanded consumer protections for county residents, removed obsolete and redundant provisions, streamlined the application process for potential new entrants, and reorganized the law in a more logical order.

Real World Complaints and What Consumers Should Do

Auto

Arkansas

A young single mother in Arkansas was excited to buy her first new car, but it soon developed a water leak. The dealer replaced the sunroof and seals twice; the leak persisted. She was finally told that the problem could not be duplicated in the shop (code-speak for this is not fixable.) Someone else had suggested to her that she should ask for the doors to be checked, but the dealer refused. She brought the vehicle to another repair facility, which confirmed that the problem was the doors. Tiny holes were allowing water to make its way into the car and drip from the ceiling, causing massive mold and mildew damage. The **Arkansas Attorney General's Office** helped her get the repairs covered under warranty.

If there is a problem with the car you bought and the dealer can't find the cause, get a second opinion from another dealer or independent mechanic.

One of the worst complaints to the **Arkansas Attorney General's Office** last year was from a widow who purchased a new car that she thought she'd have forever. Soon, however, she discovered that the radio goes on and off at will and the volume shoots up or drops down, and the only way to deal with these problems is to shut the car off and wait for the computer to reset itself. She was concerned that the uncontrollable radio would drain the battery, leaving her stranded. Unfortunately, while the manufacturer acknowledged that this was not an isolated case, it refused to consider a replacement, robbing her of the joy in her new car.

Cars are far more complicated than they used to be, and computer problems can be hard to solve. If you don't get satisfaction from the dealer and manufacturer, try an independent mechanic who has the proper equipment to diagnose the problem. If it still can't be fixed, ask your state or local consumer agency for advice. You may need to consult an attorney about your legal options.

Florida

Motor vehicle sales/services/parts was the fastest-growing complaint category at the **Hillsborough County Department of Consumer & Veterans Services** last year. Sadly, many consumers purchase used cars "as is," relying on dealers' claims that they are in good working condition. Unsuspecting, and often low-income, the consumers find out quickly the vehicles they bought have major mechanical problems. They don't realize that there is no warranty and are often left paying for a loan on a car that is inoperable. In one case, an elderly Spanish-speaking veteran asked the agency for help after purchasing a 2007 Cadillac DTS "as is" from a local car lot for \$4,000. Soon the engine light went on and the vehicle became hard to start. He brought it to a Cadillac dealership where he learned that the starter was bad. There was also a distinct coolant smell. The consumer agency persuaded the seller to replace the starter and a faulty temperature sensor gauge, which solved the problems and saved the consumer \$700.

Purchasing a car "as is" doesn't always mean that you're out of luck if something goes wrong. You may be able to hold the dealer responsible. But the best way to protect yourself is to have the car checked out by a mechanic you trust before buying it to look for problems that might not be obvious to you. It might also be a good idea to wait until you've saved money for a car that comes with a warranty.

Maryland

A car dealer in Maryland assured a consumer that the used car he was considering buying was accident-free. After the sale, however, the man started to have problems with the vehicle and brought it back several times for repairs, which failed to resolve them. Finally, he took the car to another dealership and learned that the vehicle had been in a significant accident and the damage was not properly repaired. The seller was unwilling to do anything for him until the **Maryland Attorney General's Office** got involved. As a result of mediation, the dealer agreed to buy back the vehicle at the original purchase price.

Eyeing a used car? Get its previous history so you'll know what you're bargaining for. Most states participate in the National Motor Vehicle Administration, through which you can get information about the title, whether the mileage that shows on the odometer is accurate, and whether the car was previously declared a total wreck. Approved companies that sell car histories are listed at its website, www.vehiclehistory.gov. But be aware that not every problem may show up in these reports, so you should always bring the vehicle to a mechanic to be inspected before you sign on the dotted line.

Massachusetts

A mentally challenged man reached out to the **Consumer Assistance Council** on Cape Cod through his advocate to recover money he paid to repair an auto manufacturing defect. When he bought a used Grand Marquis from a family member, he discovered that the headlights were not working. He brought it to a mechanic, who diagnosed it as a "bad headlight module" and performed the necessary repairs. A few months later, he received a safety recall notice from Ford Motor Company about the headlights. The instructions were to bring the vehicle to a dealership for repairs, but since the defect had already been fixed, he called the number on the recall notice to ask whether Ford could reimburse the \$610.60 he spent. The representative explained that repairs completed prior to February 2016 would be reimbursed but those completed after that date would not. This made no sense, since he had just received the notice. The consumer office contacted Ford's legal department, which instructed the local Ford dealer to review the matter and submit a reimbursement request. The man got the money.

Before you buy a car, check if there are any recalls by contacting the National Highway Traffic Safety Administration, www.nhtsa.gov or 888-327-4236. If you're having trouble getting repairs made that should be covered by a recall, ask your state or local consumer agency for help.

The **Consumer Assistance Office – Metro West** received a complaint from a man who said the audio system in his new car never worked correctly. He brought it in twice for repairs, and finally the system was completely replaced, but after a short time the problems reappeared. Unfortunately, the dealer refused to do anything further, and the situation did not qualify the car as a "lemon" that would entitle the man to get a refund or replacement for the car.

State law protects you if there are problems with the new car you've bought that substantially affect your ability to use it, but not all problems make a new car a "lemon." Ask your state or local consumer agency about your lemon law rights.

Maryland

A Maryland man took his vehicle to a local body shop in 2015, and there it remained, with sporadic communication that ceased in 2017. Last year, the man went to the shop and was told by the new owner that the car was either missing, stolen, or lost. The **Montgomery County Office of Consumer Protection** determined that the body shop had changed hands *three times* since the man left his car

there. A Carfax report on the vehicle noted that a title had been re-issued in April 2019 to someone in Rockville, Maryland. That turned out to be the new shop owner, who had obtained a mechanic's lien on the vehicle in 2018, repaired it, and placed it for sale in an auction. All requisite notices had been sent to the man's last two addresses by certified mail—which went unclaimed. The shop owner was willing to return the car to the man if he paid \$5,000 for the repairs, which went beyond the original scope of work, the expenses for the mechanic's lien, and the cost of taking the vehicle to auction. This was also equal to the auction bid pending on the vehicle. While negotiations continued, the shop owner tried, but failed, to halt the auction; the auctioneer having threatened a breach of contract. The vehicle ultimately sold at auction. The shop owner did obtain the name of the dealer in California who purchased the car and the consumer agency provided that information to the man in case he wanted to try to buy it back.

Vehicle repairs may take longer than expected if the shop can't get the parts or the mechanic discovers that additional work is needed. Keep in touch with the shop and make notes about the dates of each conversation, who you talked to, and what was said. You may want to check with parts suppliers, the manufacturer or another repair shop to ask if what you are being told makes sense. If you think that you're being strung along, ask your state or local consumer agency for help.

Montana

With three months left on his car lease, a Montana man was informed by a local dealer that he could trade it in and the remaining payments would be waived so long as he purchased another GMC vehicle. However, after the trade-in, he received a letter from GM Financial stating he owed \$747.21 for early lease termination fees. He refused to make the payment since it violated his agreement with the dealership, and his credit score dropped 150 points. When the **Montana Office of Consumer Protection and Victim Services** contacted the finance company, its response was that it had no record of an agreement between the consumer and the dealer in this regard. The agency suggested that the consumer relay that information to the dealer. He did, and the dealership sent the finance company a check to pay off the balance on the lease. The finance company then contacted the three credit bureaus to remove the negative mark on the man's credit report.

When you buy a car, get any promises the dealer makes in writing in case there are any questions later about the terms of the deal.

New York

Combatting predatory sales and lending in the used car industry has been a priority for the **NYC Department of Consumer Affairs**. Two notable cases were resolved last year. The agency obtained more than \$3 million in fines from a Queens-based used car dealership, Major World, as well as secured \$142,000 in restitution for 40 consumers and \$68,000 on outstanding consumer loans. Major World used deceptive and illegal practices to profit from vulnerable low-income and immigrant consumers. The dealership was found guilty of falsifying consumers' income and/or monthly rent on credit applications; falsely advertising the finance terms in print media and on its websites; concealing the finance terms from consumers; failing to provide documents in Spanish to Spanish-speaking consumers; misrepresenting the history, condition, and quality of cars; and misleading consumers about their legal rights. The other case was against Champion Auto Sales in Brooklyn, which was charged with deceptive advertising designed to lure vulnerable consumers; disregarding automobile safety and consumer rights; failing to provide receipts for deposits; and attempting to cover-up and conceal its illegal practices. In November, the consumer agency closed Champion Auto Sales for repeated unlicensed activity after failing to renew, then lying on its application, and continuing to

operate without a license. The agency also sought consumer restitution from a lending institution which financed the transactions that resulted from the dealerships' illegal marketing and business practices. The finance company agreed to a settlement that requires it to pay \$105,289 to 11 consumers, including two who returned their cars for a full refund. It also requires the company to help repair the consumers' damaged credit by requesting that consumer reporting agencies delete any negative information that it reported to them, and to attempt to resolve any future consumer complaints.

If you're considering buying a car, shop around and don't commit to anything until you have read the contract and the finance agreement carefully to make sure you know the terms and cost of the deal. Don't be rushed or pressured, ask questions, and if there is anything you still don't understand, show the paperwork to someone you trust before you sign.

A New York City man agreed to buy a used car from a dealership but changed his mind when he discovered that his signature had been forged on the finance agreement. The dealer refused to return his down payment of \$1,287.50, so he turned to the **NYC Department of Consumer Affairs** for help. As a result of the mediation he received a full refund and the contract for \$17,679.38 was cancelled.

When you agree to buy a car, check all the paperwork before leaving the dealership to make sure that it is complete and accurate.

Ohio

The **Ohio Attorney General's Office** sued several dealerships last year that sold used cars to consumers and never provided the titles. Under state law, a consumer is entitled to rescind an auto contract and get a full refund if the dealer fails to provide the title, fails to disclose that the vehicle was a salvage rebuild, or makes an inaccurate odometer disclosure. If the dealer doesn't refund the money, the Attorney General can make the refund on its behalf through the state Title Defect Recision Fund, which the agency administers. In one of last year's cases, the owner of #1 Auto Exchange did not dispute the fact that she failed to provide the title; she said she simply did not have enough money to refund the customer. She promised to pay the fund back in increments of \$100 per week, but when she stopped making payments the agency sued to recover the balance due, about \$4,600, plus attorney's fees and investigative costs. The lawsuit also sought to prevent her from operating the business until she repays the fund, complies with Ohio consumer protection laws and files a surety bond.

Buying a used car? Get information from your state or local consumer agency or state motor vehicle department about the requirements and the dealer's responsibilities concerning title and registration.

Oregon

A consumer in Oregon purchased a used vehicle with deeply tinted windows, which the salesman claimed were legal in the state. They were not. The company offered to remove the tint for free but would reimburse only half the cost of applying legal tint. After receiving a letter from the **Oregon Department of Justice**, however, the dealership changed its position and reimbursed the full cost of the re-tinting.

You may be able to return a car or get it repaired at no charge if the dealer misled you about something that could have affected your decision to buy it. Ask your state or local consumer agency for advice.

Virginia

A Virginia man went to a car dealership to buy a used vehicle, but was told that his poor credit rating would make it impossible for him to get loan approval. Instead, the dealer pressured him to buy a new vehicle for \$21,435, for which financing would be available. After reconsidering, he returned the vehicle the next day and attempted to cancel the contract, unsuccessfully. Through mediation efforts by the **Fairfax County Department of Cable and Consumer Services**, the dealer agreed to buy back the vehicle and release the man from the contract.

Since you may not have a right to cancel a car purchase if you change your mind, resist pressure to sign on the dotted line immediately. Shop around to find the car that's best for you, at a price you can afford.

Business Opportunities

Ohio

The **Ohio Attorney General's Office** obtained a settlement last year with Buckeye Impact Group and Premier Design Group to resolve charges related to an internet work-from-home scheme. Consumers were told that for a one-time fee Buckeye Impact Group would create personalized websites for them that would be a part of Amazon's Affiliate Program and that they would reap big profits from purchases made on the websites. After paying Buckeye, consumers were then contacted by Premier Design Group, which offered to help them advertise and generate traffic to their sites. The websites failed to meet Amazon's Affiliate Program criteria, however, and were all rejected. Consumers were never informed about the Amazon rejections and received no benefit from their payments. The settlement included \$91,797.25 for consumer damages, a \$50,000 civil penalty, and a permanent injunction against the defendants.

Sometimes pitches for money-making schemes come in two parts. The first company asks you to pay for a website, software, supplies, or other things to get you set up in business. Then another company, in cahoots with the first, approaches you offering training, coaching services or other help, for a fee, to make your business a success. Avoid being a two-time loser – ask your state or local consumer agency what you need to know before you commit to any work-at-home deal.

Utah

The **Utah Division of Consumer Protection** brought three actions last year for alleged violations of the state's Business Opportunity Disclosure Act and other illegal practices in connection with the sale of money-making programs. One case, filed jointly with the Federal Trade Commission, alleges that a company and its related entities charged consumers thousands of dollars for workshops designed to teach them how to make money "flipping" real estate. According to the allegations, the defendants lured consumers into the programs with "free" events depicting celebrities from home renovation and house flipping television shows. They promised big profits, with little or no risk, and offered a money-back guarantee. They also said that participants would be provided 100 percent funding for their real estate investments, regardless of their credit histories. The lawsuit alleges that the company's claims were not true, however. Pursuant to a preliminary injunction order, the company and its related entities have been placed into a Receivership. The litigation is ongoing.

Under the Federal Trade Commission's [Business Opportunity Rule](#), the sellers must provide specific information about themselves, including any prior legal actions there have been against them. They must also tell you the cancellation and refund policy for the offer and give you a list of references, and if they

make any claims about potential profits, they must provide a separate Earnings Claim Statement explaining the basis for them. Your state or local consumer agency can tell you if there is a state law that also applies. Get everything in writing and seek professional advice from a lawyer, accountant, or other independent advisor before agreeing to anything or making any payments.

Charities

Last year a Rockville volunteer fireman contacted the **Montgomery County Office of Consumer Protection** about a call he received from someone claiming to solicit funds for the Rockville Volunteer Firefighters — which the man knew his station was *not* doing. The agency discovered that scammers were using the Federal Election Commission’s easy registration process for Political Action Committees (PACs) to circumvent state regulations on charities (and more importantly, the reporting and oversight requirements). The calls were coming from various telemarketing companies (which spoofed local phone numbers) on behalf of Heroes United PAC. At no time did the callers say they were soliciting on behalf of a PAC, not a charity. As the Washington Post reported, “zero cash from the Heroes United PAC, which was making calls as the ‘Volunteer Firefighters Association’ in Montgomery County, went to any firefighters.” Moreover, the organization did not appear to be engaged in much political action; all the consumer agency could find was one 30-second radio advertisement. Yet Heroes United PAC boasted \$4.6 million in fundraising across the country in one year alone. All the addresses connected to Heroes United, its telemarketers and media contacts either did not exist or led to mail drop locations. The agency obtained a settlement with Heroes United PAC to halt its telemarketing activities in Montgomery County and to return funds donated by County residents.

Many states require charities to register and provide information about their operations. If you have questions about a charity’s fundraising activities or you suspect that there may be wrongdoing, contact the appropriate agency in your state. The National Association of State Charity Officials provides a list of charity regulators and other information at www.nasconet.org/resources/.

Communications

Arkansas

A couple in rural Arkansas who operated a home business were having problems with their internet service, which was not operating at the speed it should and sometimes stopped working altogether for days at a time. When they couldn’t get the internet service provider to fix the problems, they contacted the **Arkansas Attorney General’s Office**. As a result, the company sent out a local manager, who found that the interface was corroded and filled with ants. The equipment was replaced and the couple received a \$145.50 credit for the days without service.

Problems with the quality of your phone or internet service? Speak up! Keep notes of when outages or other service problems occurred, who you spoke to at the company and on what dates, and what they said. If you don’t get satisfaction, contact your state or local consumer agency for advice. In addition to getting the problem fixed, you may be entitled to a bill adjustment.

District of Columbia

A woman was quoted a price for a bundle that included phone, internet and television service. After it was installed she learned that it would cost much more than she’d been told, so she decided to cancel the internet service and returned the router. But the first bill she received was higher than it should have been and she told the company she wanted to terminate all of the services. She was promised that

the bill would be adjusted but it wasn't, and then she received a bill for the next month. She refused to pay, resulting in negative information being placed on her credit report. With the help of the **District of Columbia Attorney General's Office**, the \$633 balance was waived and removed from the woman's credit report.

Before signing up for telephone, internet, cable or satellite TV, get all the information about the terms and the cost. Bundled service is sometimes a good deal, but don't assume that it's always cheaper than buying services separately. Get a written contract or print out the information to document what you agreed to, and contact your state or local consumer protection agency if you believe you were misled.

Credit/Debt

Arkansas

A man asked the **Arkansas Attorney General's Office** for help with a problem concerning his credit card issuer. He had purchased tickets for eight baseball games, which were cancelled, and he couldn't get this money back. After the consumer agency became involved, he received a full credit for the tickets plus an extra amount for "goodwill," a total of \$722.

Events can be cancelled without warning. If you can't get your money back from the promoter or the ticket company and you paid with a credit card, dispute the charges with your card issuer.

The **Arkansas Attorney General's Office** also provided an example of a complaint about "debt relief" services. The elderly man enrolled in the program with the promise that the company would work with his creditors to resolve his debts, but after many months and having paid \$8,566.72, he felt that the promise had not been fulfilled. As a result of the consumer agency's intervention, the company agreed to give him a full refund.

Having problems dealing with your debts? Contact a local nonprofit credit counseling service. A trained counselor can give you advice and may be able to work out new payment arrangements with your creditors. If there is a fee for these services, it will be very small. To find a credit counseling service in your area, contact the National Foundation for Credit Counseling, www.nfcc.org or 800-388-2227 (for Spanish language call 800-682-9832).

Georgia

The **Georgia Department of Law's Consumer Protection Division** obtained a \$1.75 million settlement from Financial Education Services, Inc. (FES) and its owners last year to resolve allegations that they operated an illegal credit repair business. The practice of credit repair, which is the marketing or selling of services aimed at improving a buyer's credit record, history or rating, with unpredictable results, is generally illegal in Georgia, although some entities, including non-profit 501(c)(3) organizations, are exempt from the statute. The office alleged that FES tried to mislead consumers and circumvent state and federal credit repair laws by affiliating with a non-profit organization that the company owners themselves managed and directed. It also accused FES of violating Georgia law by requesting and accepting payment from consumers for its credit repair services before those services were provided, and violating the Georgia Multilevel Distribution Companies Act by selling its credit repair products through a multilevel marketing scheme in which agents primarily earn money through the continued recruitment of other participants, rather than through the sale of credit repair products to non-participating consumers. In addition to paying civil penalties, the defendants are barred from

advertising, offering or selling credit repair services in Georgia or creating the perception that their independent sales agents have an affiliation with another entity to do so.

No one can legally remove negative information from your credit report if it's accurate and current. You can fix incorrect information yourself for free by contacting the credit reporting agencies. Learn more at <https://www.consumer.ftc.gov/articles/0151-disputing-errors-credit-reports>.

Another case in the credit and debt category from the **Georgia Department of Law's Consumer Protection Division** involved L.C. Maxwell and Associates, Inc. and its owner, who allegedly represented that they had the authority to collect on consumers' debts when, in fact, they had reason to believe that wasn't true for a portfolio of accounts which they had purchased from an unidentified seller on Craigslist who provided no supporting documentation demonstrating the ownership or validity of the debts. They further violated consumer protection laws by failing to send written notice validating the debts to consumers within five days of initially communicating with them; using false representations or deceptive means to collect debts; threatening to take actions they couldn't legally take or didn't intend to take; and not disclosing to consumers that they were attempting to collect a debt and that any information they obtained would be used for that purpose. The defendants entered into a Consent Judgment in which they agreed to refrain from all debt collection practices in the future; stop trying to collect on the company's debt portfolio, which consisted of 149,960 accounts with an alleged value of approximately \$113.5 million; and not to sell or transfer those accounts to another company. They must also pay a \$250,000 penalty to the state.

Abusive debt collection practices are against the law. If someone contacts you about an old debt and you're not sure you owe it or you think that the collection tactics are unfair or abusive, don't pay or acknowledge the debt before speaking to your state or local consumer agency.

Maryland

The worst complaints to the **Maryland Attorney General's Office** last year were about a company that was buying annuities and pension plans from veterans and retirees. The lump sum payments they received were treated as loans with highly usurious interest rates, locking them into making payments for many years into the future that would add up to far more than the amounts of money they got. The agency was able to stop some of the ongoing payments through mediation, but eventually the matter was referred for enforcement action, which resulted in voiding all of the agreements and returning substantial sums to the consumers.

If you receive payments from a pension, annuity, or another steady source of revenue and need money to meet expenses, you may be tempted to get cash by selling the rights to those benefits. But there may be high fees and other downsides to consider. You also need to watch out for misleading claims and fraud. Learn more at https://www.sec.gov/investor/alerts/ib_income_streams.pdf.

Student loan problems were the fastest-growing complaints to the **Maryland Attorney General's Office**. These usually involved loans to attend for-profit schools that misled students concerning their ability to get a job once their education was complete. In one complaint, the student was told that loans were discharged, so he no longer had to make payments, but one of the loan companies continued to bill him for \$116 per month for more than a year. The complaint was referred to the Student Loan Ombudsman in a different agency.

The Consumer Financial Protection Bureau has information about options for paying student loan debt, <https://www.consumerfinance.gov/paying-for-college/repay-student-debt/>, dealing with debt collection,

<https://www.consumerfinance.gov/ask-cfpb/category-student-loans/debt-collection-and-rehabilitation/>, and loan assistance programs, <https://www.consumerfinance.gov/ask-cfpb/what-is-public-service-loan-forgiveness-en-641/>.

Massachusetts

The **Consumer Assistance Council** helped a man untangle a problem with a credit card payment. It started when he used his Citizens Bank app to set up a new payee and make an electronic payment to a new credit card he had opened. Citizens instead sent a paper check drawn on his account to Barclays Bank, the credit card issuer. Barclays claimed not to have received the check so he was not credited for the payment, even though the \$3,115.97 had been removed from his bank account. Citizens provided him with a copy of the check, which indicated that it had been properly directed as a payment to the credit card. The endorsement on the back showed the check was processed by Wells Fargo Bank, with a further notation of Mercury at Wells Fargo Bank. The man made several visits to Citizens branch banks and filed a sworn affidavit in accordance with their instructions. After nearly six months of being bounced around, a Citizens customer resolutions representative told him that the dispute should be handled by Barclays, Wells Fargo and/or Mercury. Meanwhile, he was racking up interest charges for the unpaid bill from Barclays. The consumer office tracked down the money, which was finally credited to his Barclays bill. He is still trying to get Citizens to reimburse him for the interest charges.

Review your credit card and other financial account statements carefully as soon as you receive them. You can also monitor your accounts online, which can help you spot problems quicker. Notify the financial service company immediately if you find something wrong. Ask your state or local consumer agency for advice if there is a problem that you haven't been able to correct.

Montana

A woman contacted the **Montana Office of Consumer Protection and Victim Services** last year to report a letter she thought was a scam from Midland Credit Management. It turned out that it was a legitimate collection notice, but the \$2,131 debt was not the woman's and may have resulted from identity theft. The consumer agency provided the woman with the information and documentation she needed to dispute the debt, and it was ultimately cancelled.

If someone contacts you about a debt that you don't think is yours, it could be a mistake or a sign that you're the victim of identity theft. Don't ignore it. Tell the debt collector that you are disputing it and ask for more information. To learn about your debt collection rights under federal law go to www.ftc.gov/bcp/edu/pubs/consumer/credit/cre18.shtm. You may also have rights under state law; check with your state or local consumer agency.

New Mexico

Many of the complaints to the **New Mexico Attorney General's Office** about loan servicers and banks come from elderly or disabled consumers. One older couple complained last year about a foreclosure notice they received because the servicer made a mistake when the mortgage was sold from Bank of America to SLS. The payment history from Bank of America showed no delinquencies, but somehow SLS claimed that \$16,000 was owed to bring the mortgage current just two months after the transfer occurred. The consumers were in a frenzy to save their home even though they hadn't paid late or missed a payment. The agency is working with SLS to sort the matter out. Confusion can also arise when the mortgage on a couple's home is only in one spouse's name and that person dies. For example, when a woman's husband passed away she went to the credit union that held the mortgage

with her attorney to provide the death certificate and other documents that were needed to transfer the loan to her name. When she returned to make a payment, however, the credit union treated her as if she was trying to pull a fast one and refused to take her payment. She tried to make a payment over the phone, with the same result. The only way she could make a payment was to wait until a debt collector called and provide her payment information to the collector. Terrified that she would lose her home, the woman asked the consumer agency for help. She is still in her home while the agency continues to attempt to resolve the problem.

Confusion can occur when loans are transferred from one financial services company to another. Keep copies of all documents and correspondence in case there is any question about what you owe and notify the lender or loan servicer immediately if there are any mistakes. You will need to provide documentation to change the person named on the account if necessary due to death or divorce.

Ohio

Last year the **Ohio Attorney General's Office** joined forces with the Federal Trade Commission to bring legal actions against Educare Centre Services and related individuals. The company solicited consumers through robocalls, offering to help reduce their credit card interest rates and consolidate their debts. Consumers, who paid \$1,000 to \$2,000, complained that the company failed to deliver the services or to honor its "100 percent money back guarantee" if the promised rate reductions didn't materialize or they were otherwise dissatisfied. When consumers demanded their money back, they were threatened with collections or lawsuits. Recently Madera Merchant Services, which operated as a third-party payment processor, charging consumers' checking accounts on behalf of Educare, entered into a settlement with the agency; the case against Educare is still pending.

If you're struggling to pay your credit cards or other non-mortgage debts, contact your creditors directly to try to get lower interest rates or reach some other solution. There is nothing that companies offering to lower your interest rates can do that you can't do yourself.

Oregon

An elderly man with limited English proficiency fell for an illegal mortgage modification offer. The company took his money but never provided any services. Through the efforts of the **Oregon Department of Justice**, the \$2,800 he paid was refunded.

In danger of foreclosure? It's illegal for a mortgage relief assistance service to ask for any payment before it has actually gotten an offer from your lender to modify the loan and you have accepted it. Learn about mortgage relief scams at <https://www.consumer.ftc.gov/articles/0100-mortgage-relief-scams>. Get real help free from the federal government. Go to www.makinghomeaffordable.gov or call 888-995-4673, TTY 877-304-9709. Your state or local consumer agency may also be able to assist you.

South Carolina

From the perspective of outrageousness, the worst complaint the **South Carolina Department of Consumer Affairs** received last year involved a man who had already experienced a financial hardship when he lost his home to a foreclosure in late 2018. In January 2019, the man received a maturity statement from the bank indicating he still owed just over \$330,000 on the property. The agency researched public records and found that the bank had agreed to waive a personal deficiency against the man as part of the foreclosure process, but its internal system had not been properly updated. After

the agency reached out to the bank and provided copies of the court documents, it apologized and promised to correct the error.

You may think the matter is final after a foreclosure or other legal process on an unpaid debt has concluded, but mistakes can happen so it's important to keep all of the documents and communications you received for several years afterwards, just in case they're needed.

Employment

California

The **Los Angeles County Department of Consumer and Business Affairs'** Wage Enforcement Program investigated a large hotel chain last year that was allegedly not paying employees the required minimum wage rates. After reviewing the hotel's payroll records dating back to 2016, the agency found that the employer failed to adequately pay 40 of its 109 employees for a six-month period, a total of \$10,488.69. The hotel owners agreed to pay the back wages and also paid \$100,000 in fines, which are shared by the employees and the county, for violating the minimum wage laws.

Workers are legally entitled to get the wages they are owed. If you believe that you are being shortchanged by your employer, don't be afraid to stand up for your rights. Ask your state or local consumer protection agency where to go for help.

Florida

Some state and local consumer agencies handle complaints for non-payment of wages and other employment issues. The **Hillsborough County Department of Consumer & Veterans Services** provided two examples from last year's files. In one, a Hispanic man worked for a local shipyard for 11 years and earned \$23 per hour as an electrician. The company suddenly laid off many of their employees and refused to pay for accrued paid time off. The man had one week of unused vacation time that he'd been saving in case of an emergency, but the business took the position that since Florida was an "at-will state" it did not have to pay him for his vacation hours. The consumer agency pointed out, however, that if vacation pay was part of the shipyard's benefit package, not paying him for that time would be considered unpaid wages and a breach of contract. After consulting with its legal department, the shipyard deposited the pay, \$920, to the man's bank account. This enabled him to make the first mortgage payment on the home he and his wife had just purchased.

You may have the right to be compensated for unused vacation and sick-time according to the employer's personnel policy or the terms of your employment or union contract. If you believe the employer is wrongly withholding that compensation, try to resolve the problem with the personnel office or through your union, if there is one. Your state or local consumer agency may be able to assist you.

In the second case, a software engineer complained that his former employer owed him \$4,800 for his last three weeks of work and was ignoring his messages in that regard. The lack of payment was causing him to fall behind on his bills and creating a hardship for his parents, who had health issues and whom he financially supported. When the **Hillsborough County Department of Consumer & Veterans Services** contacted the company, it initially denied owing the money, but once the agency was able to provide the man's documentation, he finally got paid.

Wage theft is a crime. Don't be a victim – speak up and get what you have coming to you!

Entertainment

North Carolina

Last year the **North Carolina Attorney General's Office** won an \$8 million judgment against two out-of-state event producers for unfair and deceptive business practices. The companies, Lantern Fest Productions and Sack Lunch Productions, planned, advertised, and sold tickets to “sky lantern festivals” to be held in Fayetteville and Goldsboro. They promised consumers they could cancel their tickets for refunds up to seven days before the events. But when the companies were forced to cancel the festivals because the aerial lanterns they use are prohibited under the North Carolina Fire Code, they failed to stop selling tickets immediately, provide refunds to people who had bought them, and respond to consumer complaints.

Events may be cancelled because of weather, performer illness, legal issues, and other problems. One way to protect yourself is to pay for event tickets with a credit card because you have the right to dispute the charges if you don't get what you paid for. In any case, you may have a good argument for getting a refund depending on the circumstances; ask your state or local consumer agency for advice.

Fraud

California

The worst consumer problem reported to the **San Francisco District Attorney's Office** last year was the “Chinese Embassy Telephone Scam.” In its most common form, the victim receives a pre-recorded message in Mandarin that appears to be from the Chinese Embassy or Consulate. It says that it's an official communication requiring the recipient's immediate attention. Victims are directed to press a number that connects them to someone who claims to be an embassy employee and says there is a package or message from the police in the People's Republic of China that may be for them. The scammer asks victims for personal information, including where in China their families are from and their immigration status. Then the scammer offers to “open” the package or message for them, which supposedly reveals that their families are involved in a major fraud investigation in China and they are wanted for questioning in that regard. Victims are then put on a three-way call with the “detective in charge of the investigation.” At some point there's a suggestion that they can pay for “bail” to get out of the situation. Some of the victims emptied their savings accounts, mortgaged their homes, or borrowed heavily to wire money to Hong Kong, from which it went into several accounts in mainland China. Two agency investigators, both fluent in Chinese, were able to track the money and coordinate with law enforcement authorities in Hong Kong and China to return several hundred thousand dollars to victims in the San Francisco Bay area.

Some crooks take advantage of a shared bond, such as a common language, ethnicity, or religion, to break down people's natural defenses and make them more likely to trust the caller and follow instructions without seeking outside advice. Don't let your guard down. Check directly with whoever the caller claims to represent before sending money or providing personal information.

District of Columbia

The **District of Columbia Attorney General's Office** received more than a dozen complaints last year about fraudulent ads for an apartment in Washington, DC. The scammer, who used the name and the real estate number of a legitimate local real estate agent, lured victims into wiring money to have the rental unit removed from the market. Would-be renters were also told that they could only tour the

apartment after they paid a security deposit and/or one month's rent. Once they sent the money, however, the scammer gave them various excuses for why the tour could not take place – there were still tenants in the unit, the owners were out of town, or the “agent” had a medical emergency. One consumer wired \$4,800 and was then asked to send an additional \$2,700. The agency tracked the scammer to West Africa and has been working to shut down the email addresses and online listings used in the scheme.

Looking for a new apartment? Or a vacation rental? Use realtors that are in directory listings or well-known platforms such as Airbnb and beware of danger signs of fraud such as requests to wire money. For more about rental scams go to www.consumer.ftc.gov/articles/0079-rental-listing-scams.

Georgia

Some of the most egregious complaints reported to the **Georgia Department of Law's Consumer Protection Division** last year were about Social Security scams. In one case, several scammers worked in concert to add credibility to the scam. The victim received a call from someone purporting to be a Social Security Administration employee, who informed her that her Social Security number had been linked to drug trafficking and money laundering and that she would be receiving a call from law enforcement. While she was still on the phone with scammer #1, she received a call from scammer #2, who had used spoofing software to make his caller ID show up as her local police department. Claiming to be a police detective, he confirmed what the first scammer said and explained that the woman was a suspect and would be arrested if she did not cooperate fully. That scammer then said he was going to transfer her to the FBI agent assigned to her case. After a brief hold, a third scammer, posing as an FBI agent, got on the phone. He provided the victim with a “badge number” and “case file number” to allay any doubts about the legitimacy of the call. He said that in order for the woman to clear her name and protect her financial assets from the real criminals, she had to wire all the money from her bank accounts and retirement accounts to a special account controlled by the “Attorney General.” The scammers even asked the victim to max out her credit cards by purchasing multiple gift cards from Google Play or iTunes and provide them with the gift card numbers and PINs. After she complied with all of the scammers' instructions and sent them every penny she had – approximately \$103,000 – the scammers informed her that the “criminals” had been caught and an agent would meet with her the next day to explain the process for getting her money back. She showed up at the pre-arranged meeting place, but by then, of course, the scammers, along with all the victim's money, were long gone.

The Social Security Administration doesn't contact people by phone, email, text message or social media to notify them about possible fraud or ask them to provide their personal information or send money. To listen to one type of Social Security scam call, go to <https://www.consumer.ftc.gov/blog/2018/12/what-social-security-scam-sounds>. These scams are sometimes very elaborate, with multiple people falsely claiming to be from various government agencies to try to make them more convincing. But they all have one thing in common: they try to panic you into doing what they say. What you should do is hang up!

Montana

Last year the **Montana Office of Consumer Protection and Victim Services** received a call from a desperate bank teller. A disabled veteran was insisting on wiring everything he had to a foreign bank as a part of a “once in a lifetime” investment opportunity. The teller recognized this as a scam but was unsuccessful in her attempts to convince the man that he was being duped. The consumer agency tried as well, enlisting the help of Adult Protective Services and even a local Deputy Sheriff. The man was not dissuaded, however, and ultimately the bank had to turn over the funds to him. Before he could send

the money, the investigator from the consumer agency tried one more thing. Recognizing that the man was getting calls from the scammer every couple of minutes, she asked if she could be put on the phone the next time it rang. The conversation, which occurred in the presence of the man and his account manager at the bank, succeeded in exposing the fact that it was a scam. The man decided to cease communicating with the fraudsters and keep his money safely in his account.

There are many types of “advance fee scams” but they’re all the same in one respect: these promises of loans, investments, and other great deals if you agree to send money upfront are never legitimate. The only person who profits is the scammer, who simply pockets your money. Many banks and credit unions have trained their tellers to be alert for signs of fraud to protect their customers or members. If you’re warned about possible fraud, pay attention! Learn more about these and other common scams at <https://www.fbi.gov/scams-and-safety/common-scams-and-crimes>.

North Carolina

An elderly woman contacted the **North Carolina Attorney General’s Office** after falling for a “sweetheart swindle” and sending a scammer \$46,110 via iTunes gift cards and bank-to-bank wires. The scammer, claiming to be an orthopedic doctor working on an oil rig in Russia, contacted her by phone and through LinkedIn and also communicated via text and email. He convinced the victim that he was coming to marry her, but he never showed up at the altar. In 2019 the agency received 60 complaints about this particular type of fraud, with 46 victims collectively losing more than \$1.4 million.

Online dating sites, social media sites and other forums on the internet make it possible to meet people from all over the world. But they’re also places where scammers lurk, waiting for someone to come along who wants to be friends – or maybe something more – and building a fake relationship with the person until the time is ripe to ask for money. Once you’ve sent the cash, you can kiss your “sweetie” goodbye. More information about these scams is at http://www.fraud.org/sweetheart_swindles.

Sweepstakes scams also saw an uptick in reports to the **North Carolina Attorney General’s Office** last year. Out of 427 sweepstakes complaints, 69 victims lost more than \$2.3 million. In one particularly sad case, an elderly woman was deceived by callers pretending to be from Publishers Clearing House into believing she had won \$3.5 million. They got \$220,000 from her over a year’s time. She was instructed to pay in a variety of ways, including handing \$30,000 in cash to someone she was told to meet at a Wendy’s. She also mailed three personal checks for \$8,000 each and mailed cash on several occasions.

Crooks take advantage of human nature – who wouldn’t be excited to be told that they’ve won millions in a lottery or sweepstakes? But if you’d really won, you wouldn’t be asked to send money for taxes, (which would automatically be deducted), processing fees, or anything else. That’s a clear sign of fraud, and if you take the bait, you’ll be hit up for more and more money until you have nothing left.

Ohio

A recently retired Ohio woman told her busy pastor that if she ever needed a hand to reach out. One day, she got an email from the pastor asking a favor. She responded “of course.” The pastor replied that she was stuck in meetings all day but had promised to get iTunes gift cards to comfort homeless women who were undergoing cancer treatment. She asked if the woman could pick up five \$100 iTunes cards for the shelter and promised to pay her back. The woman agreed and bought the cards. The pastor asked her to send photos of the gift cards to the person who ran the shelter and supplied a Gmail address. She did. Then the pastor reached out again. She said the other five women in the program had heard about the cards, and they wanted cards, too. Could the woman pick up five more cards? She did,

for another \$500. The next Sunday at church the pastor made an announcement from the pulpit that if anyone had received emails asking for a favor that appeared to be from her, they should ignore them, because she hadn't sent them. At that moment, the woman suddenly realized she'd been scammed. She was able to contact the store where she purchased the second batch of cards and freeze \$450, but the scammers had already used the numbers on the other cards, which were clear from the photos, to cash them in. The woman contacted the **Cuyahoga County Department of Consumer Affairs**. While it was impossible to retrieve the rest of the money, the woman agreed to help spread the gospel about these scams. She appeared on a number of TV stations to talk about the "minister scam," which has spread to Protestant, Catholic and Jewish faith groups across the country. She also made a video with the agency, which partners in its "Scam Squad" can use in presentations about how sly scammers can be. In addition, the agency worked with the store that sold the gift cards to arrange for scam alerts to be posted on the gift card sales racks. This was so well-received that the agency announced a program to provide the Scam Squad-branded alerts to any store in the county that sells third-party gift cards.

Gift cards are increasingly popular with scammers. They're like cash – with the numbers from the cards crooks can make purchases or sell them to others to use. No one would legitimately ask you to buy gift cards to pay fines, legal fees, taxes, or for any other purpose. If you think you've been tricked into buying gift cards for something, contact the store where you got them or the card issuer immediately. You may be able to freeze the cards before they've been used.

The **Cuyahoga County Department of Consumer Affairs** also noted an emerging trend concerning imposter scams in which consumers are threatened with arrest for missing jury duty or other phony offenses. Scammers have begun instructing victims to stay on the phone while they go to the bank to withdraw funds or to stores to buy gift cards in order to make payment. Victims are told that disconnecting the call would result in a swift arrest or account seizure. This is an alarming development because consumers are essentially being held captive in the scam. For example, if bank tellers question them about withdrawing the money, the scammers are right there, in the consumers' ears, to suggest how to respond to prevent the tellers from becoming suspicious about the withdrawals.

Scammers are like puppet masters, trying to control people so they'll follow instructions and won't be dissuaded by someone else. If you're told to stay on the phone while you go to get money, hang up!

As part of an initiative by federal and state law enforcement agencies to crack down on "tech support scams," the **Ohio Attorney General's Office** sued Support By Experts, LLC and Real Tech Experts, LLC last year. The defendants allegedly created pop-ups that appeared on consumer's computers warning that they were infected with a virus and offering assistance. When consumers called in response, they were solicited to pay hundreds of dollars for a product to cure the problem. In fact, there was no virus and the product was worthless. The complaint charges multiple violations of the Ohio Consumer Sales Practices Act and seeks declaratory and injunctive relief, consumer restitution and civil penalties.

Tech support scammers advertise online and also solicit victims by phone and email. Often pretending to be from well-known companies, they ask for money but don't do any work. They may claim that there is a problem with your computer when there isn't, and even worse, they may cause a problem with your computer and then demand money to fix it. If you need computer help, find a local vendor. Never let anyone who contacts you out of the blue have access to your computer. If while browsing on the internet, you receive a pop-up window warning you that your computer is infected or there is an "error" and you must call a number or click a link for tech support help, press Control+Alt+Delete, and use the Task Manager to close out the pop-up window. Do not click a link, call the number listed or attempt to

use the “X” in the corner to close the pop-up. *Learn about the “tech support scam” at <https://www.consumer.ftc.gov/articles/0346-tech-support-scams>.*

Fuel

Florida

A man contacted the **Florida Department of Agriculture and Consumer Services** to report that he suspected there was a problem with the pumps at a local gas station. They seemed to be running very slowly, and when he filled his truck the pump read 20.5 gallons, which he thought was more than would fit in his tank. An inspector was dispatched and found that two of the pumps failed the calibration tests – though the one the man had used tested fine. In another complaint, a woman bought gas and as she drove out of the station, her car engine began to sputter. She brought the car to a dealer, where she was informed that there was water in the gas and it would cost \$1,000 to repair the damage. The gas station agreed to reimburse her.

Gasoline sales are regulated to make sure that consumers are getting the quantity and the octane that is displayed on the pumps and that the gas is not adulterated. If you suspect that gas you purchased was bad or that pumps aren't working right or are labeled incorrectly, ask your state or local consumer agency where you should report the problem, and save the receipts and any other documentation.

Ohio

Thrifty Propane sold propane and propane tanks throughout Ohio. Multiple consumers complained that deliveries failed to come in a timely manner and that the businesses refused to refund payments made for propane that was never delivered. The **Ohio Attorney General's Office** filed a lawsuit against the businesses in 2016, which led to a settlement that included a declaratory judgment, a permanent injunction, and a \$25,000 civil penalty. But the Attorney General's Office continued to receive consumer complaints about Thrifty and warned that the agency was considering filing a contempt action. The parties entered into discussions that resulted in a supplemental agreed consent judgment last year. It included enhanced injunctive relief, certain mandated business practices, and a \$75,000 payment to the agency. Consumer complaints were resolved prior to the settlement.

Prepaying for propane or heating oil may save you money, but make sure you know the size of your tank and how much fuel you typically need over a given time period, compare costs from different suppliers including any add-on fees that may be charged, and get a written contract that shows what you bought, how much you paid, and what the delivery arrangements will be. The safest way to prepay for fuel is by credit card because under federal law you can dispute the charges if you don't get what you paid for.

Health Products/Services

Arkansas

An elderly man enrolled in a diet program and signed up for auto delivery. At the end of one month he decided to cancel, but the payment for the second month was already taken from his bank account. The business promised to give him a refund but he never received it. After complaining to the **Arkansas Attorney General's Office**, he received a refund for both months, \$271.76.

Before you sign up, read the terms of any deal for health or beauty products that will be automatically delivered every month to be sure you can cancel anytime without penalty. If you arranged for automatic payments from your savings or checking account, contact the financial institution immediately after cancelling to stop them. Alert your credit card issuer if charges continue to be made on that account.

California

The largest and fastest-growing complaint category at the Los Angeles County Office of Immigrant Affairs (OIA), part of the **Los Angeles County Department of Consumer and Business Affairs**, involved the federal “public charge” rule (we wrote about this in last year’s complaint report). It provides a basis to deny permanent resident status, visas, or admission to the U.S. to some individuals from other countries if they have received or are likely to receive certain types of public assistance. The Department of Homeland Security proposed, and has now finalized, an overhaul of this longstanding rule, directing immigration officers to consider several factors related to an immigrant’s economic situation, education, and health. This affects the ability of many people to participate in vital health, housing, and nutrition programs, including federally-funded Medi-Cal, CalFresh (formerly known as food stamps), and Section 8 housing benefits. The changes have created considerable confusion in immigrant communities across Los Angeles County. As a result, the OIA received hundreds of inquiries from consumers seeking to understand whether the new public charge rule applied to them and asking if they or their family members should drop out of public benefit programs such as those providing health care in order to preserve or maintain their legal status in the U.S. Adding to the confusion, federal courts issued conflicting opinions on the rule before it was scheduled to be implemented last October. The Supreme Court decided the revised rule would take effect in February 2020.

Immigrants should only seek advice from lawyers and trusted organizations since there are many fraudulent “immigration services” that will charge them and provide little or no real help. Information about the Public Charge Rule is available from the National Immigration Law Center at <https://www.nilc.org/issues/economic-support/pubcharge/>.

Florida

A seasonal resident of Florida hired a personal trainer at a local gym. She was assured she could suspend her training sessions when she left, but the gym continued to debit her bank account. The manager told her there was no record of the membership suspension and only offered to refund \$440 of the \$1,300 she’d been charged. Through the efforts of **Pinellas County Consumer Protection**, she received a full refund.

When you join a health club or hire a personal trainer, get a copy of the agreement that spells out the terms and cost. Don’t rely on what an employee says about your ability to cancel and other things – if it’s not in the contract it may be hard to prove promises that were made or hold the company to them.

Maryland

A Maryland mother paid a medical equipment store, Access Mobility, \$2,500 for a bed lift for her special needs child. The lift was never delivered – in fact, it turned out that it had never been ordered from the manufacturer. The woman realized that she was not alone when she saw a news report about other consumers who had similar experiences with the store. She filed a complaint with the **Montgomery County Office of Consumer Protection**. After an investigation, criminal charges were filed against the store owner, Jim Clore. He was sentenced to jail and ordered to pay full restitution.

Medical equipment is expensive and may not be covered by insurance. It's a good idea to consult with a physical therapist or other expert to be sure you order the correct equipment to meet your specific needs. Pay with a credit card so you can dispute the charges if you don't get what you were promised.

Massachusetts

Mobility scooters are advertised as a means for people with disabilities to have more freedom and independence. This appealed to a Massachusetts man with cerebral palsy, vision impairment and other health issues that prevent him from obtaining a driver's license. He called Scooters Direct LLC in Florida to arrange a purchase. The price of the scooter was \$1,999.99. The salesperson told him that financing was available and someone would contact him in that regard. A woman from Time Payment Corporation then called to say that she was emailing him the financing paperwork and told him to stay on the phone until it appeared in his inbox. She then instructed him to skip to the last page and initial some boxes, which he did, and promised to email the completed contract to him. When he received it, he realized that there would be a total of 57 payments of approximately \$92 a month with a \$262 buyout at the end, making the total cost nearly \$6,000. Alarmed, he called Time Payment to ask what the interest rate was on the loan. The person with whom he spoke informed him that there was no interest because it was a lease, not a loan. He was never told that it would be a lease. Furthermore, he noticed that his signature appeared on the contract, though he had never signed it. With the help of the **Consumer Assistance Council**, the lease was converted into a loan and the price of the scooter was lowered, reducing the total cost to approximately \$2,000.

When you're financing a purchase through the seller it's important to carefully read the documents before signing them. Ask questions if anything is not clear. You might want to consult with a lawyer or other trusted advisor to make sure that you understand the terms and they're suitable for your situation.

Montana

An elderly Montana woman who suffers from mental illness took a trip to Las Vegas while she was suffering a manic episode. While walking in Planet Hollywood she was aggressively guided into a kiosk by a Flawless salesperson, who gave her a facial and convinced her to buy beauty products. Without her knowledge, the salesperson also signed her up for an automatic refill program, which resulted in \$17,278 in credit card charges over a two-month span. The **Montana Office of Consumer Protection and Victim Services** was able to get her a full refund.

Don't allow smooth-talking salespeople to persuade you to buy health or beauty products you don't really need or want. Read the agreement to make sure you know if it's a one-time deal or if you're committing to an automatic refill program and whether you can cancel if you change your mind.

Oregon

A senior couple in Oregon signed up for a package of personal training sessions costing \$1,800. Then the husband suffered a medical event that left him unable to use the sessions. The couple asked to cancel the contract and submitted the documentation requested by the company, but they could not get the contract cancelled. After receiving a letter from the **Oregon Department of Justice**, the company promptly notified the couple that the contract was cancelled.

Some states require health clubs to allow members to cancel with no penalty and obtain refunds under certain circumstances, such as when a customer moves more than a certain distance away or can no longer use the facility because of a significant illness or injury, or when the club fails to provide the

services it advertised. But the personal trainer industry is largely unregulated, so it is important to read the contract for these services carefully before signing to make sure you understand the terms and conditions. As with health clubs, the best protection is to find a trainer that you can pay on a per-visit or monthly basis, without having to commit to a long-term contract.

Home Improvement/Construction

Arkansas

Itinerant driveway pavers who solicit consumers door-to-door are notorious for doing poor quality work and using bait and switch tactics to charge exorbitant prices. In a classic complaint to the **Arkansas Attorney General's Office** last year, an elderly disabled man reported that he was approached by a person who claimed to have leftover asphalt from another job and offered to resurface his driveway at a discount rate. He agreed but when the job was done the price was suddenly \$10,000 dollars, far more than had been initially quoted. He felt vulnerable since there were several men in the crew and he was alone, so he paid, splitting the amount between two credit cards. When the men left he immediately called the consumer office, which was able to trace the owners of the business and contact them. They immediately offered to refund the money. Not long after that someone from the company was at his door with the money, in cash, in a paper bag.

Steer clear of driveway pavers, painters, roofers, or other itinerant contractors that show up uninvited at your door. These are scammers whose only interest is to take your money. If they do any work at all, it is shoddy and incomplete. Don't let them in your house. Just say "no thanks" and contact the police after they leave. If you can, give the police a description of the vehicle and the license plate number.

Another complaint to the **Arkansas Attorney General's Office** involved a manufactured home purchased by a woman for \$110,725. Neither she nor the dealer knew that there wasn't suitable ingress and egress to the property where the home was to be placed. The only access was on subpar roads, which made the delivery impossible. The woman had nowhere else to live and had spent all her savings on the home. The consumer agency negotiated an agreement in which the dealer was able to retain \$4,900 to compensate for the cost of trimming out the home and attempting to move it to the property, and the woman received a refund for the balance of \$105,825.

Buying a manufactured home is a major investment. Ask the retailer or manufacturer to examine your lot to ensure that it is suitable and accessible before you make the purchase. The Manufactured Housing Institute provides a free construction planning guide online at <https://www.manufacturedhousing.org/wp-content/uploads/2016/11/1839temp.pdf>.

The **Arkansas Attorney General's Office** described one more complaint in the home improvement/construction category, this filed by a family member on behalf of a woman who is a disabled veteran with severe PTSD. She hired a local contractor to remodel a house she purchased for herself and her children, and gave him \$32,000 upfront for materials. He immediately cashed the check and never returned to do the work. The consumer agency has finally tracked him down in another state and is planning to take legal action.

Pay only a small deposit when you contract for home improvement work; some state laws limit the percentage of the total price that can be requested upfront. Get a written contract that sets out the work and payment schedule. Payments should be proportionate to the work done and the supplies that have been ordered.

California

The **Los Angeles County Department of Consumer and Business Affairs** received an increasing number of complaints last year about home improvement contractors. Many involved installations of solar panels and windows, heating and air conditioning units, and other home improvement services paid for under the Property Assessed Clean Energy (PACE) program. PACE allows consumers to make energy efficiency, renewable energy, and water conservation upgrades to their homes. The contractors are paid by the program and the homeowners' loan payments are added to their property taxes. Qualifying is simple; homeowners only need to show they are current on their property taxes, had no bankruptcy filings within the past three years, and have enough equity to cover the cost of the project. But if the terms and true cost of the loans are not properly explained, homeowners can find themselves in default and in danger of losing their homes. Non-English speaking individuals and seniors are especially vulnerable to being coerced by contractors into accepting overpriced home improvements they don't need and taking loans they can't afford. Another common problem is contractors who perform substandard work or never complete it (or both). In one complaint, a consumer's tax preparer informed him about a "free government program" that would pay for energy-efficient home improvements. He said that he agreed to have solar panels installed, but there was never any explanation of how the project would be financed nor was he asked to sign any documents. So he was surprised to find a special tax assessment recorded against his property. His mortgage payments increased due to the special tax assessment, making it difficult to afford them, and he feared that he would lose his home. The PACE Administrator reviewed his complaint and found that the contractor was not licensed to install the solar panels, so the homeowner was released from the special tax assessment and his mortgage was returned to normal servicing.

One way that homeowners can finance the purchase and installation of solar systems, replacement windows and other energy efficiency improvements is through PACE (Property Assessed Clean Energy) loans. These are authorized by local governments under state laws. The contractors enroll the homeowners in the PACE program and the loan payments are collected through their property tax bills. If there is a problem – the tax payments are unaffordable, the sales company made misleading claims about energy savings, the installation was faulty or not done – the homeowner can't simply stop paying, because there is a tax lien on the property. If you are considering any type of loan that results in a lien, get legal advice to make sure you understand the terms and that it's suitable for you. Also check whether you are eligible for free or low-cost energy efficiency programs that might be better alternatives.

In another home improvement complaint to the **Los Angeles County Department of Consumer and Business Affairs**, an elderly man said he hired a licensed contractor to perform a \$99 service to tune his air conditioning and heating unit and was convinced to replace the entire unit for \$14,400, for which financing was arranged. The contractor installed the unit during a rain storm, causing significant damage to the man's rare books and other items. He didn't think it was fair to pay the full price to the contractor due to the damage. The contractor acknowledged the damage and agreed that the consumer would pay him \$6,400, and the lender cancelled the remaining balance owed on the finance agreement. Believing all was well, the homeowner was astounded to later find that the contractor had recorded a mechanic's lien in the amount of \$15,000 against his property. After the consumer agency contacted the contractor, he agreed to accept another \$2,000 as full settlement for the contract and remove the lien.

When a contractor arranges for financing for the homeowner, the lender may have some legal responsibility for problems with the work. If the loan agreement is adjusted because of misrepresentations made by the contractor, shoddy work, or failure to complete the job, be sure to get confirmation of that in writing and keep it in case any questions or issues arise later.

Connecticut

Last year the **Connecticut Department of Consumer Protection** issued an arrest warrant for a contractor who exploited the state's Green Energy grant program. He received \$62,082 in grant money and failed to perform the work. Moreover, he misrepresented the discounts and tax rebates homeowners were to receive in order to convince them to sign a contract. Leaving 17 victims in his wake, the man pled guilty to multiple counts of larceny, including exploitation of the elderly, and was ordered by the court to pay \$186,475 in restitution. He also received a four-year suspended sentence.

Be sure the home improvement contract specifies the date that the work will begin. While there may be legitimate reasons for delays, such as problems obtaining materials or other jobs taking longer than expected, the contractor should let you know and provide you with a new starting date. Contact your state or local consumer agency if the contractor is unresponsive.

We've written in previous complaint survey reports about crumbling foundations in Connecticut, which continue to be the worst complaints to the **Connecticut Department of Consumer Protection**. The problem appears to stem from pyrrhotite in the concrete, which causes the foundations to crack over time. More than 800 single-family homes have been affected, and last year the consumer agency learned that some schools and town buildings may also have the same problems. Connecticut has developed an ombudsman insurance program to which homeowners can apply for funding to rebuild their foundations. This fund is supported by a \$12 surcharge on all homeowners' insurance premiums. It is not clear at this point how the problems with municipal buildings will be resolved.

New home defects can be expensive to repair and dangerous to ignore. Contact your builder immediately if you suspect that there may be structural problems and if they're not resolved, ask your local building inspector and state or local consumer protection agency for help.

District of Columbia

A man in the District of Columbia paid a \$7,650 deposit to repair his roof. The company was licensed and there was a detailed contract. But when two months passed with no work done and no word from the business, the consumer sued and received a judgement. The company had vanished by then, however, and its insurance had expired, so there was no way to enforce the judgement. The **District of Columbia Attorney General's Office** contacted the company's attorney, who explained that the business was no longer operating, the owner was going through a divorce, and he owed child support. The agency was able to secure a \$4,000 certified check for the homeowner, which was at least some consolation.

Even legitimate home improvement contractors can run into financial or personal problems that prevent them from completing the job. Protect yourself by insisting on a contract that sets a payment schedule that is proportionate to the work that is done and the materials that are delivered. If the contractor has gone out of business, contact your state or local consumer agency for advice and assistance.

Florida

The worst problems reported to the **Hillsborough County Department of Consumer & Veterans Services** last year were about a contractor who took money from homeowners to install pools and never finished the work. In a four-month span, the consumer agency received 25 complaints. They alleged that the contractor collected \$30,000-\$60,000 upfront, which was about 80 percent of the total price, dug the holes, poured the concrete bases, and then abandoned the projects. Not only were homeowners out the money, collectively more than \$1.2 million, but there were mechanic's liens placed against their

property by unpaid subcontractors. The consumer agency was instrumental in coordinating a multi-agency effort that resulted in the contractor being stripped of his two local licenses, along with his ability to pull pool permits in Hillsborough County. Action on his state license is pending, and he is also being criminally investigated by the FBI. One of the most heart-breaking complaints was from a couple who said the funds they used to pay for the pool included \$50,000 they received in a settlement following a car crash that killed their daughter. They stated, "We wanted that space to be able to go out and find the peace that we search for and so we were looking forward to it. We want him to know that he's hurt us greatly."

Subcontractors may be able to put liens on your property if the contractor hasn't paid them. Don't make the final payment until the contractor can confirm that the subcontractors have been paid for their work. Contact your state or local consumer agency for advice if you've been left on the hook for payment.

An elderly Florida man was approached by a contractor offering to install screening on his porch. He agreed and paid a \$100 cash deposit. The work was supposed to be done that day, but the contractor left and never returned. **Pinellas County Consumer Protection** found that the contractor was unlicensed, had no workers compensation insurance, and was soliciting door-to-door without a permit, all of which are criminal violations under Florida law. He was ordered to spend 43 days in jail and put on probation for 24 months.

Before you hire a contractor, get a few estimates and references. Ask your state or local consumer protection agency if there are licensing or registration requirements, and confirm that the contractor that you're considering has complied with them before making any payment.

The fastest-growing complaints to **Pinellas County Consumer Protection** last year were about solar companies. More than a dozen homeowners complained about one company that took payment in three installments and, after the second payment, stopped working with no panels in place, just the rails to hold them. The company has gone out of business, leaving \$130,000 in losses in its wake. Since there are also complaints about the company in other jurisdictions throughout Florida, local and state agencies are working together to investigate.

Home improvement or construction companies can go out of business suddenly, leaving the work unfinished. Some states have home improvement guaranty funds or require bonding for contractors to protect consumers. You may only be eligible for help if the contractor has met licensing or registration requirements, however. Before you sign the contract, check with your state or local consumer agency about the requirements and protections that may apply.

Maryland

Complaints about home improvement work were the worst problems reported to the **Montgomery County Office of Consumer Protection** last year. In one case, after an elderly woman had roofing work done she noticed a water leak that had not been there previously. Every time she contacted the roofing company she spoke to a different person, and she felt that she was getting the run-around. In the meantime, the leak persisted and was causing damage to her home. The consumer agency set up a meeting with the complainant and the CEO of the business, which resulted in getting the leak fixed and compensation for the damage.

Don't put up with getting the run-around from a contractor if there is a problem with the work. Be persistent, and keep track of who you spoke to at the company, the dates, and what you were told. Contact your state or local consumer agency if you can't resolve the issue.

Another home improvement case handled by the **Montgomery County Office of Consumer Protection** involved eight complaints against a deck builder. All of the consumers were originally from India, lived in the same development, and chose this builder because he had outbid other contractors by thousands of dollars. The consumers alleged he took their deposits but did not meet the promised timeline to build the decks. He also hit them up for more money, asserting that the homeowner's association wanted him to use a premium color costing thousands more than the consumers had been originally quoted. Through mediation with the consumer agency, the parties agreed that the builder would be paid an extra amount for one deck, finish the work on it, and if it passed inspection, the other consumers would accept the same resolution. The deck did not pass inspection, however, and the agency coordinated with the Maryland Home Improvement Commission to have the consumers file claims against the state's Guaranty Fund. The contractor's license has since been suspended by the Commission.

It's a good idea to get at least a few estimates for home improvement work, but the best price may not always be the best deal. It's also important to get references so you can ask previous customers if they were happy with the contractor's work and to check on any licensing or registration requirements.

Montana

The worst complaints to the **Montana Office of Consumer Protection and Victim Services** last year stemmed from a massive hailstorm that hit the rural town of Roundup in 2018. Many homeowners gave contractors down payments, and in some cases full payment, for roofing, siding and window repairs that were desperately needed and never performed. The consumer agency and the County Attorney held a town hall in order to collect complaints. In all 25 consumers reported losses totaling nearly \$400,000. Some complaints were resolved through informal mediation, others were channeled to justice court or private attorneys, and the worst cases were referred to the County Attorney for criminal prosecution. As a result of this experience, the consumer agency is now coordinating with the state Insurance Commissioner to hold informational meetings and provide resources in other towns after natural disasters occur.

Before you hire a contractor, get a few estimates for the work and references from other customers. If it's an emergency situation and you don't have time to do that, at least find out if there are licensing or registration requirements that apply and confirm that the contractor has met them. Never pay the full amount until the job is done because you'll have no leverage if the work is incomplete or unsatisfactory.

New Mexico

Roofing work is the subject of many complaints to the **New Mexico Attorney General's Office**. In one case last year, a salesman for a roofing company appeared unsolicited at a woman's door and said that her roof may be eligible for replacement through her insurance company. She signed an agreement to allow someone from the company to be present when the insurance adjuster inspected the roof. After the claim was approved, the roofing company asserted that the homeowner was legally committed to have it perform the roof replacement. The work was completed, but the roof suffered from continued leaks. The woman contacted the company, which did not respond. She researched her roof, and with guidance from the International Code Council, which develops standards that New Mexico and many other jurisdictions adopt as minimum state codes, she believed that the work did not meet code requirements. When she contacted her local code enforcement office, however, she was advised that no one would be able to examine the roof from atop her home; it relied on drone footage, which did not always indicate problems such as hers. The consumer agency is working with the state Construction Industries Division to review the matter.

Has a contractor left you with a leaky roof, holes in the walls where there should be windows, or other problems that are causing damage to your home? You may need to hire another company to remedy the problem if the contractor won't respond. If the work was covered by insurance, contact your insurance company first for advice about how to proceed.

New York

A New York City consumer hired a contractor for home improvements totaling \$52,000. After the contractor had been paid \$30,000, however, the work stopped, and despite repeated promises he never returned. Even worse, he caused damage to the home. The **NYC Department of Consumer Affairs** mediated an agreement in which the contractor gave the homeowner a \$15,000 refund and cancelled the remaining balance of \$22,000 on the contract.

Take pictures to document any damage a contractor has caused to your home and ask your local or state consumer agency for assistance if you can't resolve the problem.

Ohio

The **Ohio Attorney General's Office** brought criminal charges last year against John Drennan, who operated a basement remodeling business, Basement Boost, accusing him of taking \$213,000 from 24 customers and failing to deliver the promised services or refunds. Most of the victims were in Ohio but there were also some in other states, including a Kentucky couple who signed an agreement with the company to renovate their basement for \$29,000. Two months later, a representative called to say the work could begin immediately if they paid half the amount upfront. They agreed, but the work never began and they were repeatedly put off until one day someone from the business came to their home and told them that all of the employees had been fired and the business was ceasing operations, effective immediately.

If you've paid for home improvement work that was never even started, you may be the victim of a crime. Contact your state or local consumer agency.

South Carolina

While complaints regarding vehicles continue to be the number one complaint category for the **South Carolina Department of Consumer Affairs**, it gets several complaints each year regarding solar companies. In 2019 the agency received 43 solar-related complaints. One involved an 80-year-old man who signed a \$75,000 contract with financing arranged for by the solar company. He was concerned about discrepancies regarding the income verification and interest rate terms outlined in the contract. When contacted by the agency, the lender said that it was not involved in the transaction and had simply purchased the contract from the solar company. Sensitive to the man's concerns, however, the lender cancelled the contract and refunded the money he had paid thus far. Overall, the agency negotiated \$144,809.50 in refunds, credits and adjustments for consumers in connection with solar contracts last year.

Some states have enacted laws concerning solar sales and leases. Don't be pressured into signing a contract on the spot. Ask your state or local consumer agency if there are any requirements that the companies must follow. Next, insist the company provide you with information in writing about how any estimates of utility savings are calculated, what the total cost will be including maintenance, your cancellation rights, what warranties are provided, and what happens if you sell your home or no longer want community solar power. If you decide to go forward, make sure everything you've been told is

spelled out in a written contract and that you're given a copy. The Solar Energy Industries Association offers guides for consumers at <https://www.seia.org/initiatives/solar-customer-resource-portal>.

Utah

Another agency that noted significant consumer problems with solar sales was the **Utah Division of Consumer Protection**. Between March 2017 and January 2018 it received more than 100 complaints about one company that took payments for solar panels and never installed them. The agency has been able to help 70 consumers get their panels installed, the total value of which was \$1,924,544. Twenty-two consumers received refunds or had their finance contracts cancelled, making them whole. The owners of the company have entered into a settlement agreement to make refunds to 16 more consumers.

Your home improvement problem may not be isolated. It's important to let your state or local consumer agency know so if there others in the same situation the complaints can be resolved in one action.

Virginia

A Virginia woman contracted to have an elevator and electric gate installed in her newly renovated home. She alleged that the work was not done properly, but the contractor refused to fix it without being paid an additional \$5,200. Through the mediation efforts of the **Fairfax County Department of Cable and Consumer Services** the contractor returned to make the needed repairs at no extra charge.

Have a problem with home improvement work? Try to resolve it directly with the contractor and if you don't succeed, ask your state or local consumer agency for advice and assistance.

Home Solicitations

Massachusetts

The **Consumer Assistance Council** received more than 30 complaints last year about subscriptions to the Cape Cod Times, many of them from elderly residents on fixed incomes. Owned by GateHouse Media, Inc., the newspaper adopted a "new" way to offer subscription lengths when consumers renew. Instead of paying for 26 weeks, consumers are invited to pay for "up to 26 weeks." The 26-week subscription length is shortened by the cost of "premium" editions that are periodically delivered with the newspaper and can be as much as \$9 each. Subscribers are given the option to be billed separately for the premium editions, thereby not affecting the subscription length. However, there seems to be no way to refuse these additional issues; consumers have to pay for them one way or another, whether they want them or not. Some subscribers also complained about an extra fee the company is charging for sending them paper bills if they do not wish to renew online. The consumer office has been working with the newspaper to try to resolve these issues.

It's hard to keep track of subscriptions. Make a list with the name of the publication, the date and amount you paid, and the expiration date, and update it when you renew. If you're not sure it's time to renew or how much it will cost, look for the publisher's contact information and check with it directly.

North Carolina

Robocalls and telemarketing were the worst consumer problems reported to the **North Carolina Attorney General's Office** last year, taking the top spot with 1,545 complaints. The Attorney General asked North Carolinians who were concerned about robocalls to sign a petition to share their

frustrations and help the agency better understand the problems they were experiencing with unwanted calls. Within two weeks of launching the petition, more than 11,000 North Carolinians had signed and shared their stories with the agency.

Telemarketers must get your permission before making sales calls to you using autodialing equipment or prerecorded messages. If someone is violating your robocall or other calling rights, chances are it's a scam. Telephone companies are working on ways to block unwanted robocalls and stop fraudulent Caller ID spoofing. Ask your landline and/or wireless phone service provider what tools are available to you. For more information go to <https://www.fcc.gov/consumers/guides/stop-unwanted-robocalls-and-texts>.

Household Goods

Massachusetts

A disabled couple in their nineties had purchased two chairs with seat lifts in 2015, and last year as they were preparing to move into a new apartment they decided to buy new ones. They ordered the chairs over the phone using the same model number as the old ones, not realizing that the design had changed. When the chairs were delivered, they were not satisfactory. The main problem was that they had a different motor than before, which was so powerful that the wife was practically thrown across the room when she used the lift to get up. The couple did not know about the change, and thinking the chairs were defective, they tried to return them to the retailer, who refused to take them back on the grounds that there was nothing wrong with them and they were a custom order. But the couple recalled the store telling them that the chairs were easy to get as they were stock items, and the **Consumer Assistance Council** confirmed with the manufacturer that they were not a custom order. The parties ultimately agreed that the store would take the chairs back and refund 75 percent of the purchase price.

When you're thinking about purchasing a lift chair, an adjustable bed, or another piece of furniture where how it works and how comfortable it is are major considerations, don't buy it sight-unseen or assume that a new model is the same as the old one. Try it out in person to make sure it's right for you.

New York

A woman purchased a mattress with a 10-year warranty for \$1,299.99. When it was delivered, the mattress appeared to be deformed. She contacted the store and was told that it would cost \$79 to inspect the problem. Following that, the store offered her a credit of only \$800. Dissatisfied, the woman filed a complaint with the **NYC Department of Consumer Affairs**, which negotiated a store credit for the full purchase amount.

If a mattress is defective, don't take it lying down. Insist that it be replaced or that the store issue a refund, even if there is a "no returns" policy.

Oregon

After ordering a \$5,300 bed, an Oregon woman had second thoughts and asked the store to cancel. She thought all was well until she learned that the order was never cancelled and she was expected to accept delivery. She filed a complaint with the **Oregon Department of Justice** and contacted her credit card issuer, but still the business owner would not budge, so she made a sign and picketed outside the store. The owner finally relented and gave her a full refund.

Check the cancellation and refund policy before you buy furniture or appliances. If you cancel an order, get confirmation from the store on your receipt or via email.

Identity Theft

Montana

An elderly woman asked the **Montana Office of Consumer Protection and Victim Services** for help after she received past due notices for 15 different credit card accounts. The woman acknowledged that the accounts were hers, but there were numerous charges on them that she never made. The culprit turned out to be her granddaughter, who had moved in to care for her after she had hip replacement. She had given her granddaughter access to her bank and credit card accounts so she could purchase items for the household. Unbeknownst to her, the granddaughter also racked up over \$200,000 in debt in the grandmother's name for items such as three laptops, a TV and a camera. The consumer agency helped her successfully dispute the unauthorized charges and issued her an Identity Theft Passport in case more problems surfaced. Additionally, it assisted the woman in contacting local law enforcement authorities in order to press charges against her granddaughter.

Warning signs that you may be the victim of identity theft include withdrawals from your bank account that you can't explain, not getting your bills or other mail as usual, debt collectors calling about debts that aren't yours, unfamiliar accounts or charges on your credit report, and bills for medical services you didn't use. Learn more at www.consumer.ftc.gov/articles/0271-warning-signs-identity-theft.

Ohio

The **Ohio Attorney General's Office** worked with other law enforcement officials to investigate a ring of individuals who used the stolen personal identifiers and Social Security numbers of minors to open credit accounts and fraudulently obtain vehicles from dealerships in northern Ohio. Last March a grand jury indicted Virgil Pittman and seven co-defendants on numerous counts of identity fraud, tampering with records, grand theft and insurance fraud. In August Pittman pleaded guilty to identity fraud and grand theft. He was sentenced to community control and ordered to pay \$23,220 in restitution.

If you are an identity theft victim, get information about the steps you need to take at www.identitytheft.gov. You can also report identity theft through that site. The information goes into a database that local, state and federal government agencies can access to aide their investigations.

Insurance

Oregon

When the dashboard of a woman's vehicle caught fire, she called her insurance company to request that a tow truck be sent, but it refused. She made other towing arrangements and filed a complaint with the **Oregon Department of Justice**. On receipt of the complaint, the insurance company investigated and agreed that the incident was mishandled. It reimbursed the woman for the cost of the tow and gave her a \$50 gift card as a goodwill gesture.

Your auto insurance policy explains what's covered and under what circumstances. But if you're in an emergency situation and the insurance company won't help, you're probably in no position to check your policy. Do what's necessary to resolve the problem, keep your receipts, and contact your state or local consumer agency or state insurance regulator (see list at https://www.naic.org/state_web_map.htm).

Internet Sales

California

The **Los Angeles County Department of Consumer and Business Affairs** received 49 complaints against an individual who advertised puppies for sale on various websites for \$350 to \$1,400. Consumers reported that the puppies were extremely ill immediately or within days of arrival, requiring expensive veterinary treatment, and in many cases the puppies died. One consumer said that after notifying the seller that his puppy had died, he was sent a replacement, but sadly that puppy also died within days. The agency's investigation led to the seller's arrest on felony charges of animal cruelty and theft. The case is currently being prosecuted.

You've heard the saying, "On the internet, no one knows you're a dog." It's also hard to know how healthy a dog is when you see it for sale online. Your best bet is to buy from reputable breeders. You can find breeder directories at the websites for the American Kennel Club, www.akc.org, and the American Cat Fanciers Association, www.acfacat.com/.

Problems with online transactions were the fastest-growing consumer complaints to the **San Francisco District Attorney's Office** last year. Many of the companies involved only exist in cyberspace, which can make locating the responsible parties and obtaining redress in the physical world difficult. In one case, several consumers complained that they had paid to play an online game that promised winners cash prizes. Some had spent hundreds of dollars, but never received their winnings. The agency tracked the company down, but by then it had filed for bankruptcy. Consumers were referred to the Office of the U.S. Trustee to file claims.

Do business online with companies you know and trust. If a company is unfamiliar, check its track record with the Better Business Bureau (see directory at www.bbb.org/us/list-all-bbb-locations/). But be aware that no complaints is no guarantee that a company is legitimate or that you'll have no problems...

Florida

The **Hillsborough County Department of Consumer & Veterans Services** received several complaints last year from out-of-state consumers against a local business selling refurbished motor vehicle engines online. The first was from a man who ordered a 4-wheel drive motor for his 2001 Dodge Dakota for \$1,245. He alleged that the company sent him a damaged 2-wheel drive motor that seemed to have been submerged in water. The consumer agency was able to negotiate a \$600 refund from the company to cover the cost of repairing the motor by a local mechanic, and a one-year warranty on the motor. Another man complained that the manual transmission engine he ordered for his 2007 Dodge Ram Diesel vehicle for \$5,500 had water inside the oil. He also questioned whether it was a manual transmission engine, as it still had the automatic transmission flex plate attached. In addition, the oil dipstick was broken off. The complaint was resolved by his shipping the engine back to the company for a full refund. In investigating these and other complaints, the consumer agency found that similar problems were reported to the Better Business Bureau and that the Florida Attorney General's Office had taken action against the business in 2017, resulting in an Assurance of Voluntary Compliance. So far, the consumer agency has been successful in resolving the complaints it has received.

Take care when making expensive purchases online, especially if the seller is located far away. It may be difficult and costly to send the item back if there is something wrong with it, and you may find that it's hard to resolve the problem if the seller is unwilling to cooperate.

Maryland

Just as the San Francisco agency noted, the **Montgomery County Office of Consumer Protection** observed that complaints about online purchases can be complicated because it's sometimes hard to even find the companies, let alone to resolve the problems with them. For example, last year the agency received complaints from a man in Malaysia about a company, allegedly in Maryland, which failed to ship two orders he had placed. However, there was no business at the address the company listed, which was an apartment building. One purchase was made with a credit card and the consumer was able to dispute the charges, but the other was made with a payment app that presented additional hoops and hurdles for him to obtain a refund. The business itself was never located.

Using a credit card is the safest way to pay for online purchases because federal law gives you the right to dispute the charge within 60 days of receiving the first bill on which it appears if it's for the wrong amount, you never got the merchandise, or what you got is different than what you were promised. If you don't discover a problem with an order until after that 60-day window, you may have a legitimate beef with the seller, but your ability to get a chargeback (refund) from your credit card issuer will depend on its internal policies. For the strongest protection, look for online retailers that promise delivery sooner than 60 days. Contact your credit card issuer right away if there is a delay in shipping or other problems.

Massachusetts

The **Consumer Assistance Office – Metro West** received a complaint from a man who ordered a pair of pants online that were described as cotton, but when they arrived he discovered that they were made of cheap synthetic material and looked nothing like the pants pictured on the company's website. He tried several times to send messages to the email address provided on the site, but they were returned as undeliverable. He tried mailing the pants back to the San Francisco address on the package but the package was refused. Researching the company online he found that there were many other complaints like his. Fortunately, he was able to dispute the charges with his credit card issuer.

Before you place an order online, look for a physical address and phone number on the company's website. You may need that information in case something goes wrong. If you don't see it, you may want to take your business elsewhere.

In another internet sales complaint to the **Consumer Assistance Office – Metro West**, a woman ordered a bracelet and necklace from the Reiki Healing Store. The bracelet was too big and the necklace did not look like the one pictured, so the woman decided to return the items. There was no information about returns on the website. The woman emailed the company and got a response instructing her to send a photograph of the items. She had no idea how to do that and emailed again. She was told to click on an icon in the message, but she could not find the icon. Increasingly frustrated, she requested a mailing address to send the items back. The address was in Israel and shipping would have cost \$14.00. She asked if there was a U.S. address and got no reply. She tried calling a phone number she found on the website and got a recording. The consumer agency had no success reaching the business, either.

There is no automatic right to change your mind if you don't like something you bought online, so it's a good idea to look for information about returns and refunds before you place your order. Print that information out or keep a screen shot. You may want to reconsider if that information is not provided.

Ohio

Craig Seitz sold golf cart parts and accessories, along with various other products, on the internet using the name Franklin Online Sales. Consumers complained to the **Ohio Attorney General's Office** that he never delivered the products and that their payments were not returned. The agency sued Seitz for violations of the Consumer Sales Practices Act and obtained a declaratory judgment, a permanent injunction, \$3,858.28 for consumer damages, and a \$10,000 civil penalty.

It's convenient to shop online, but if you can find what you need locally there could be some advantages. For instance, you don't have to wait for delivery and you may be able to assess the quality of items better when you see them in person. For tips about shopping online go to <https://www.consumer.ftc.gov/articles/0020-shopping-online>.

Another Ohio case involved Tennielle Young, who operated a business that sold clothing and related goods through social media networks under the name B Younique LLC. She allegedly took consumers' payments but never delivered the merchandise. The **Ohio Attorney General's Office** sued Young for failure to deliver and misrepresenting the status of orders and refunds. The lawsuit seeks a declaratory judgment, a permanent injunction, consumer restitution and civil penalties. The case is pending.

Just because it looks like an online seller has lots of followers on social media doesn't mean that the person or company is legitimate or that the products or services that are offered are good. Learn more at <https://www.consumer.ftc.gov/blog/2019/10/fake-followers-social-media-hoax>.

Tennessee

Nearly a thousand consumers filed complaints to the **Tennessee Attorney General's Office** against a company that sold wooden flags online. The flags varied in price from \$100 to \$400 – custom-made pieces could cost as much as \$4,000. Consumers complained that the company failed to deliver by the time promised or to respond to inquiries about their orders. Many consumers never received the items. The Attorney General has filed a lawsuit against the business and its owner alleging, among other things, that company funds were misused to pay off a home loan, for landscaping, and to purchase several vehicles, including a Corvette and two ATV four-wheelers.

When you order something by phone, by mail, or online, federal regulations require the items to be shipped by the time promised, or if no delivery date was specified, within 30 days. If the delivery is delayed, you must be notified and given the options to wait longer or cancel for a refund. Contact your state or local consumer agency if you have a problem with an order and can't resolve it with the seller.

Virginia

Fairfax County Department of Cable and Consumer Services received complaints from inmates at two prisons against a business from which they purchased computer tablets to download music. Some of the inmates alleged that they paid for but never received the tablets, others complained that the tablets did not work properly. Limits on communicating with the inmates complicated the consumer agency's efforts to handle the complaints, but it was able to negotiate for the company to provide refunds or make the necessary repairs.

You have the right to expect that the products you buy online will be delivered in a timely manner and will work properly for the purposes for which they were sold.

Landlord/Tenant

Arkansas

An Arkansas woman applied for an apartment and was instantly approved. She told the management company that she couldn't move in until June, when her lease at another apartment complex ended, and was assured that was fine, so she paid the deposit and was put on the waiting list. She wasn't able to view the apartment at that time, however, and when she finally did she decided not to take it. The company refused to refund her deposit, though she had never been told that it was nonrefundable. After the **Arkansas Attorney General's Office** contacted the company, it agreed to provide the refund as a goodwill gesture.

Read the lease or rental agreement carefully before you sign. If you have any questions about the legality of the terms and your rights as a tenant, consult with your state or local consumer agency.

California

Some of the worst complaints to the **Los Angeles County Department of Consumer and Business Affairs** last year sprang from the devastating wildfires that destroyed homes and other structures. States of emergency were declared in several counties in California. As those displaced by the fires sought to find reasonable and affordable places to live in their communities, the consumer agency received many complaints against landlords alleging increases for rental housing above the 10 percent allowed during a state of emergency. One consumer reported that after having lived in a rental home for five years, she was being evicted because her landlord wanted to rent the unit to someone else for much more. Another consumer reported seeing a house advertised online for rent at an exorbitant increase of 43 percent higher than the amount that had been posted prior to the fire. There were also complaints about price gouging for fire remediation services, which doubled in cost in some instances. An investigation of one remediation service is still ongoing.

Natural disasters such as wildfires, hurricanes, blizzards and tornadoes can lead to increased demand for basic necessities, including housing. Some states prohibit sellers from raising prices for certain types of products and services if an official state of emergency has been declared. If you suspect price gouging is going on, report it to your state or local consumer agency.

The **San Francisco District Attorney's Office** receives many complaints from consumers who have moved out of rental units and are having trouble getting their security deposits back. In one unusual case last year, the landlord claimed he withheld the deposit because the former tenant had damaged the apartment by building a wall to create an additional room. California law requires that there be a walk-through inspection, with a written checklist, before the tenant turns over the keys. But the landlord did not do a walk-through and the tenant denies putting in the wall, contending that it was already there. The agency is now researching building permit records to try to determine when the wall was built.

Tenants are generally only responsible for damage or other problems they and their guests cause. If your security deposit has been wrongly withheld or you're charged for something you shouldn't be and you can't resolve the matter with your landlord, ask your state or local consumer agency for help.

District of Columbia

Landlord/tenant problems were the fastest-growing complaints to the **District of Columbia Attorney General's Office** last year. One consumer complained that her landlord deducted "late fees" from her security deposit after she moved out, even though she had always paid her rent on time and had never received notice of late payment. As a result of the agency's intervention, she got the full deposit of \$500 back.

Keep records of your rent payments in case questions arise about whether you made them on time.

Florida

Some of the worst complaints to the **Florida Department of Agriculture and Consumer Services** involve landlords who don't maintain the properties adequately. In one from last year's files, a woman complained that there were armadillos living under the house she rented and carpenter ants in the walls. There were also several ant colonies in the yard. Her son was attacked by ants twice while outside, which resulted in anaphylactic shock, spending hours at the hospital, and days of steroid treatment. In addition, the armadillos had dug eight-inch holes all over the yard, creating a minefield. The landlord claimed to have treated the ants, which didn't seem to solve the problem, and suggested that the woman try to catch the armadillos herself. The agency is still trying to help resolve the issues.

Many states require rental property meets specific safety and health standards. If you call your landlord about a problem, follow up with a letter and keep a copy. The time limits for landlords to make repairs may depend on the seriousness of the problems; your state or local consumer protection agency can provide information about your rights and how to enforce them if the landlord doesn't cooperate.

A grandmother filed a complaint with the **Hillsborough County Department of Consumer & Veterans Services** alleging that the property manager was entering her unit unannounced and without proper notice while she and her grandson slept. Feeling that she was being stalked, she fled to a hotel with her grandson for safety. She asked the consumer agency to help her cancel her lease and get her security deposit back so she could move to another apartment. At first the property manager denied the allegations and refused to relinquish the deposit, but the consumer agency was able to negotiate a release from her lease without penalty and a full refund of her security deposit, saving her \$1,700.

While landlords generally have the right to inspect their property, they should respect tenants' rights to privacy. These rights may be spelled out in state or local laws and rental agreements. Contact your state or local consumer agency if you think that your landlord is entering your unit without proper notice.

Maryland

When repairs were needed to the gas lines at an apartment complex in Maryland, the gas had to be shut off for what was anticipated to be only a few days. Unfortunately, the shut-off lasted 1 ½ months. As a result, tenants in about 100 apartments were without heat, hot water or cooking ability. Through mediation the **Maryland Attorney General's Office** got the tenants a refund for one month's rent, prorated credit for the partial month, gift certificates for \$595 to compensate for additional expenses they incurred, and \$150 credits for their utility payments.

No matter whether you pay for utilities directly or they're included in your rent, the landlord is responsible to ensure that the infrastructure to provide basic necessities such as heat, light and water is properly maintained. You may be entitled to a rent adjustment or to break your lease if it is not.

New Mexico

The **New Mexico Attorney General's Office** encountered a new type of consumer problem last year which involved a scheme perpetrated by a national property management company that buys foreclosures and then enters into lease-purchase agreements with consumers. The company encourages consumers to make improvements to the homes by representing that they own them, when in fact they do not. If the consumers are not able to obtain financing to purchase the homes or make their monthly payments to the company late, it acts quickly to evict them and the consumers lose everything they have invested in the property. Fannie Mae has reportedly stopped selling foreclosures to this property management company because of its egregious business practices. In one case the consumer agency is working on, the renter soon discovered that the utilities were not connected, there was no water connection so it had to be hauled in, and all the flooring needed replacement due to odors and moisture issues. He spent \$24,000 repairing the property because he believed he owned it. The company is threatening him with eviction if he does not complete the purchase quickly enough.

Before you rent housing with the option to buy, have an attorney review the agreement and negotiate changes if needed to protect your interests.

Real Estate

New Mexico

Timeshare sales and resales continue to be a source of complaints to state and local consumer agencies. An elderly man asked the **New Mexico Attorney General's Office** for help after paying \$8,000 to a company that solicited him by phone offering to sell his timeshare for him. He didn't have the \$8,000 – the company opened a credit card account in his name to pay the fees, and then never performed any services. The consumer agency got the money back.

Own a timeshare you don't want or can no longer use? Avoid companies that ask for fees upfront to sell your timeshare, regardless of whether they succeed, and don't believe them if they claim they have eager buyers waiting. Consult with a licensed real estate broker or agent who can tell you if there is a market for your timeshare and will only take a fee if it's actually sold. For more information about timeshare resale scams go to www.consumer.ftc.gov/blog/timeshare-resellers-quick-money-promises.

Ohio

Legacy Lofts was an Ohio home developer that planned to convert a school building and church building into condominiums. In 2017, the business started approaching consumers to purchase the condos. Consumers made deposits, often of \$5,000, and agreed to close the deal when the project was completed. But that never came to pass, and the deposits were not returned. Last year the **Ohio Attorney General's Office** sued the business and its owner. The case is pending.

If you are buying a home, condominium, or vacation home that hasn't been built yet, consult with an attorney about whether a performance bond or other protections can be built into the sales agreement.

South Carolina

Reports about real estate problems increased in 2019 at the **South Carolina Department of Consumer Affairs**, in part because of a state law enacted in 2018 that mandates the agency to take complaints about homeowner's associations. While the law does not empower the agency to dictate a particular

outcome in those complaints, the requirement that the agency make annual reports to the state legislature about them has provided more incentive for the parties to reach agreement in mediation. Last year, only 2.2 percent of homeowner's association complaints were closed as "unsatisfied" compared to 13.2 percent the year before. In one complaint, a woman's property backed up to a pond. The homeowner's association fined her for failing to maintain the bank around the pond, but she researched the matter and found the association was responsible for maintaining that area. She was also concerned about safety, as the weeds on the bank had become a refuge for an alligator. After the consumer filed the complaint with the agency, the homeowner's association finally agreed to review the matter and concluded the woman was correct. The fine was removed and so were the weeds.

The board of directors of a homeowner's association sets the rules owners must abide by and is responsible for collecting fees, maintaining the common areas, and enforcing the rules. There may also be state or local laws that apply. If you have a problem or question about your rights, consult the association rules. Your state or local consumer agency may be able to provide advice and assistance.

Retail Sales

Connecticut

Last summer a popular Connecticut lakeside restaurant went up in flames in the middle of the night. Four days *after* the fire, the restaurateur conducted a one day "fire sale" offering gift cards for future visits to the establishment at a 50 percent discount. Loyal customer took advantage of the deal, expecting to redeem the gift cards once the restaurant fully opened its doors. Subsequently, however, the restaurant was ordered closed by the state Department of Revenue Services for failure to pay taxes. The **Connecticut Department of Consumer Protection** received 18 complaints from consumers who were stuck with worthless gift cards. The agency was able to contact the business owner and obtain full refunds for everyone who purchased gift cards during the "fire sale." The restaurant remains closed and its owner faces civil penalties for violating the state Unfair Trade Practices Act.

Use gift cards and gift certificates as quickly as possible, as businesses can close without warning and there is no guarantee that you'll be able to get the unused value.

Florida

Another tale of gift card grief comes from **Pinellas County Consumer Protection** in Florida. A couple who regularly frequented a barbeque restaurant purchased a \$3,000 gift card at the beginning of the year. About six months later, the restaurant closed for a week for remodeling. When it re-opened, the restaurant had a new name. The couple were assured that it was the same restaurant, with the same owners, and that they'd be able to continue using the gift card, which was issued in the old business's name. And they did use it for several meals before being informed that they could no longer do so at that location. The nearest restaurant that would accept the gift card was 55 miles away. Through the agency's mediation efforts, the couple was refunded the balance of the gift card, \$2,271.70.

When a business makes a promise to you and doesn't keep it, ask your state or local consumer agency for help. Be sure that you have proof of what the deal was and how much you paid.

A new kind of complaint to **Pinellas County Consumer Protection** was about a local company that builds and refurbishes food carts. Would-be food vendors paid thousands of dollars for the carts and never got them. The company, which had gone through a change of ownership, cited problems with the transition as the cause for delay. The matter is still under investigation.

If a business doesn't provide the goods or services you paid for, it's a breach of contract. You should be able to get your money back. Changes in ownership can complicate matters, as the new owners may not be responsible for the previous owners' obligations. Consult with your state or local consumer agency.

The **Broward County Environmental and Consumer Protection Division** received a complaint from a man who spent nearly \$2,000 at a local meat store's going out of business sale without realizing at the time that another of the company's stores had been closed due to listeria concerns. He wanted his money back for the meat and also to be reimbursed for a doctor's exam that he sought to make sure he hadn't been infected. Since there was no local ordinance violation, the consumer agency referred him to civil court.

There is no automatic right to return merchandise to a store if you decide you don't want it, but there may be a requirement under state law for the business to clearly post its return and refund policy. When a business is closing, the policy is often "all sales final." You may still have the right to return merchandise, however, if it's defective. If you aren't sure of your rights under the circumstances, ask your state or local consumer protection agency for advice.

Maryland

The **Montgomery County Office of Consumer Protection** received a complaint about a local restaurant which had a large sign outside advertising 50 percent off pizzas on Tuesdays for dine-in customers. No other limitations were noted. The complainant accused the establishment of bait and switch because when he tried to take advantage of the offer, he was told it was only good if he used cash and also purchased a large soda. The restaurant agreed to change the sign to include the full terms of the deal.

You see a great deal advertised, but when you try to take advantage of it you discover there are charges or limitations that weren't disclosed. That's not right! Advertising should be truthful and tell you the important things you need to know about the offer. Report misleading advertisements to your state or local consumer agency.

Montana

The fastest growing complaints to the **Montana Office of Consumer Protection and Victim Services** in 2019 were related to the closing of major retailers such as Shopko, Sears and Macy's. Many consumers had paid for service contracts and warranty programs, or had gift cards that under state law never expire but were nonetheless useless. To give Montana consumers ample time to use their gift cards before the stores closed their doors, the agency reviewed bankruptcy proceedings and contacted stores that were closing to confirm they were clearly posting information about the last day gift cards would be accepted. The agency also worked to ensure that companies were honoring their warranties. For example, an elderly woman purchased a lawn tractor at a Sears in 2018, and when it broke down last year she couldn't get it repaired because all of the main Sears stores in the state had closed. The tractor was under warranty, but the customer service department was not being helpful. The consumer agency was eventually able to get Sears to replace the tractor, saving the consumer \$1,500.

If a store closes and you have a manufacturer's warranty, contact the manufacturer for repairs. Some service contracts and warranty programs are provided by third-party companies that are separate from the retailer or manufacturer. Those agreements may still be in effect even though the store has closed. Look at your paperwork and contact the service or warranty provider directly to confirm you're covered.

New York

After a lengthy investigation, the **NYC Department of Consumer Affairs** sued T-Mobile last year for selling used phones as new, enrolling consumers in expensive financing plans without their consent, deceiving people about its refund policy, overcharging customers, and failing to provide proper receipts. The lawsuit alleges that T-Mobile, its subsidiary MetroPCS NY, and more than 50 of its authorized dealers and corporate stores violated the NYC Consumer Protection Law thousands of times. The agency asked the court to order T-Mobile to stop all illegal activity, forfeit the revenue gained from the deceptive practices so that the court can create a restitution fund for victims, and notify all major credit bureaus that the financing contracts were fraudulent so that related information can be removed from the consumers' credit reports. It is also seeking civil penalties.

There is a lot to consider when buying a new phone, and the shopping experience can be overwhelming. Make sure you understand the total cost, the terms of any financing and price reductions, and the cancellation and refund policy. Get everything in writing and a receipt for your payment.

Ohio

Elegant Bride sold bridal gowns, accessories and alterations until it went out of business without notice in March 2018. Consumers complained that they never received gowns they had ordered and paid for, their gowns were delivered later than they were promised, or they received the wrong gowns. The **Ohio Attorney General's Office** filed a lawsuit against the business and its owner, which was resolved with an order for a declaratory judgment, a permanent injunction, \$25,040.54 for consumer restitution, and a \$34,500 civil penalty.

Businesses can close suddenly, taking customers' deposits and pre-payments with them. If you paid with a credit card, you can dispute the charges with your card issuer. Your state or local consumer agency may be able to help you get a refund or resolve other problems with the company.

Virginia

As a woman was strolling through a mall she saw some paintings on display at a store and went in to look at them more closely. The store owner told her that she could get a great deal, two paintings for total of \$19,000, by applying for a Wells Fargo credit card through the business. This would provide interest-free financing for the purchase, with no payments for two years. She was asked to provide a credit card she already had to prove that she had enough credit to get the Wells Fargo card and assured that no charges would be made to it. The next day, however, she received an email from the business notifying her that the Wells Fargo application was denied and the purchase was being charged to her credit card. Alarmed, she contacted the store to cancel and was told all sales were final. The **Fairfax County Department of Cable and Consumer Services** was able to persuade the store owner to issue her a full refund.

Never buy expensive items such as artwork on impulse. If the deal is legitimate, it will probably still be there tomorrow. Go home and do some research about the value of the artwork. The Smithsonian Museum of American Art offers helpful tips at <https://americanart.si.edu/research/my-art>. If you are arranging for financing, read the terms carefully. And remember, a sale is not "final" if you were misled, but it's important to get the terms of the deal and all claims about value and provenance in writing.

Services

Connecticut

Last year, the **Connecticut Department of Consumer Protection** received a referral from another state agency about an out-of-state company that was soliciting residents door-to-door for pesticide treatments. The contracts locked consumers into paying for several retreatments spanning more than a year, with an auto-renewal clause that would keep them on the hook indefinitely. Many of the insects the company promised to rid homes of – for instance, scorpions – are not found in Connecticut. The contracts also included spraying for insects that were not active year-round, such as wasps and mosquitos. Moreover, Connecticut requires a license to spray pesticides in a residence, and neither the company nor its employees held the proper licenses. The investigation revealed that the company had also been the subject of enforcement actions in other states. By subpoenaing the company's records, the consumer agency was able to identify Connecticut homeowners who had signed contracts and get those agreements nullified. Consumers who had paid the company also received refunds. In addition, the pesticide company was slapped with a sizeable penalty for offering and performing pesticide work without the required licensing and supervision; billing without acknowledging cancellations; and using contracts that failed to conform to Connecticut statutes.

If you've got a pest problem, do some research to determine if you can take care of it yourself or need professional help. You may be better off hiring a service to deal with a specific infestation rather than entering into a long-term contract that covers animals or insects that may not even exist in your area. Learn more at <https://www.epa.gov/safepestcontrol/tips-selecting-pest-control-service>.

Florida

The worst complaints to **Pinellas County Consumer Protection** last year were from two churches who contracted with a man for services they didn't receive. One church hired him to put new audio equipment in the fellowship hall and sanctuary and install acoustical paneling. Of the \$46,000 price, the church paid more than \$37,000 before any materials were ordered and any work was done. Eventually, the man put in two speakers; the remainder of the work was not completed. The other church paid him \$11,390 to repair its sound and lighting systems. He kept the money and never performed any work. The man was charged with grand theft and failure to have the proper licenses, and ordered to pay full restitution.

Never pay the full amount for services until you have actually received them. If any advance payment is requested, ask what it is for. Get a written contract that shows when the services will be performed. If there is a problem and the service provider won't respond, contact your state or local consumer agency.

Another service-related complaint to **Pinellas County Consumer Protection** was from a woman who paid \$395 for a man to conduct a thorough inspection of the home she was considering buying. While some concerns were identified, several major issues were not brought to her attention, including plumbing and electrical problems. The woman had to spend an additional \$1,529 to fix the issues that should have been uncovered by the inspection and factored into the purchase price. The agency's investigation revealed that the man was not properly licensed as a home inspector. He pled guilty to that charge and was ordered to pay \$1,119 in restitution as well as investigative costs and fines.

Some types of services require licensing or registration. This can help protect you, especially if the service provider must complete training and pass a test in order to do the work. Before you contract for a service, ask your state or local consumer agency if licensing or registration is required, what it entails, and how to confirm that the service provider has met the requirements.

Massachusetts

The **Consumer Assistance Office – Metro West** received two complaints last year against Kenny Banner, dba “The Clogologist.” In one case, he provided a quote of \$3,500 to replace an ejector pump and unclog a toilet and requested a \$2,000 deposit. The consumer alleged that after cashing the check he failed to perform any work or answer emails and texts. The second complaint involved replacing a coupling for a sewer drain and replacing a pipe. The elderly homeowner paid for the work but his son contended that nothing had been done and he had photographs to prove it. The business did not respond to the complaints and the consumers were advised about other options to pursue.

Paying for services with a credit card rather than a check gives you added protection because you can dispute the charges if they aren’t performed or are not done correctly.

New Mexico

Representative payee services receive and make payments for people who are not capable of managing their own finances because of mental or other disabilities. If these services are not provided in a timely and efficient manner, it can cause hardships for the clients. Even worse is when a representative payee violates the client’s trust and absconds with the money. Two requests for assistance to the **New Mexico Attorney General’s Office** illustrate these problems. In one, the consumer complained that the representative payee service that managed his Social Security benefits failed to pay his rent for three months, causing him to incur late fees and penalties. He told the service he no longer wanted it to handle his money and was assured that he would be reimbursed for the charges and the balance left in his account would be transferred back to Social Security pending reassignment to another service. Neither promise was kept. The second complaint was from a disability group on behalf of a woman who was the legal guardian of her nephew with intellectual and developmental disabilities. The original representative payee service handling the nephew’s money closed after its operators were charged by federal authorities with conspiracy, fraud, theft and money laundering. Social Security reassigned his case to another representative payee service; from there it was moved to a third service. At some point his continued eligibility for Social Security Income came into question, perhaps due to mismanagement by the first service, which allowed funds to accumulate in his account beyond a certain limit, and his checks stopped coming. The third service offered no help sorting matters out, and last year the New Mexico Attorney General charged that company’s CEO with embezzlement. These types of cases present challenges to consumer agencies, which try to provide assistance while respecting the individuals’ privacy.

For information from the Social Security Administration about representative payees go to <https://www.ssa.gov/payee/>. There are also good resources from the National Disability Rights Network at <https://www.ndrn.org/issues/representative-payees/>.

New York

One of the worst consumer problems reported to the **NYC Department of Consumer Affairs** last year involved a Queens-based immigrant service provider, Buitron Offices & Associates. When an undocumented Ecuadorian man needed help because he had been in some legal trouble and feared he

would be deported, a friend referred him to Mr. Buitron, describing him as a “renowned Ecuadorian immigration attorney.” Buitron, who does not have a license to practice law, promised to prevent his deportation for a \$30,000 fee and had him sign documents in English, knowing he did not understand the language. Buitron then shared the man’s personal information, without his knowledge, with someone in a law office who appeared in court on his behalf without ever having met or spoken with him. When the man discovered this deception, Buitron threatened him with physical violence and said he would report him to U.S. Immigration and Customs Enforcement if he “caused any problems.” This is not the agency’s first attempt to halt Buitron’s illegal conduct. In 2018, he entered into a settlement agreement to resolve nearly identical violations. Now the agency has gone to court seeking an order to permanently stop Buitron’s illegal business practices and bar him from acting as an immigration assistance service provider. The lawsuit also seeks restitution for victims, surrender of any profits, and payment of civil penalties for violating the NYC Consumer Protection Law.

Dishonest immigration consultants can do more than just rob people of their money; if they fill out your application incorrectly they can damage your chance of success. Only licensed attorneys or nonprofit organizations that are authorized by the U.S. Citizenship and Immigration Services (USCIS) office can give you legal advice or represent you to obtain legal status. For more information go to www.uscis.gov/avoidscams or call 800-375-5283, TDD 800-767-1833.

North Carolina

After Hurricane Florence hit North Carolina in 2018, the **North Carolina Attorney General’s Office** received many complaints about price gouging, including exorbitant charges for tree removal. Alva Wilson Lewis (doing business as A1 Tree & Storm Relief, A1 Tree and Storm Damage Relief, and Big Al & Sons Tree Service) quoted a homeowner \$4,000 to remove three trees. The price then jumped to \$7,000, and the final invoice was for \$12,000. At the company’s request, the homeowner wrote two checks for \$6,000, but was able to cancel one before it was cashed. The agency filed a price gouging lawsuit against Lewis and won a \$26,000 judgment in April 2019. When Lewis failed to pay up, the Davidson County Sheriff was asked to execute on the judgment, and Lewis finally paid. The homeowner was fully reimbursed her \$6,000, and the remaining \$20,000, plus interest and civil penalties, will go toward funding local schools. In another price gouging case, the agency sued Scotts Tree Service, its owner, and an employee for billing a couple \$14,500 to remove two fallen trees. The defendants allegedly asked one of the homeowners to sign a statement of work and later filled in the document with the \$14,500 price, which the couple had never agreed to. After they refused to pay, the company sent the bill to a Massachusetts-based debt collector, Goldberg & Donovan, Inc. That company was not licensed to collect debts in North Carolina and ultimately entered into a \$15,000 settlement with the agency last May. During its investigation of Scotts Tree Service, the agency discovered that many other North Carolinians had been price-gouged by the company. As part of a consent judgment, invoices the consumers hadn’t paid were cancelled. The defendants were also ordered pay \$20,000 in restitution, civil penalties, and fees, and were banned from performing tree removal work in North Carolina. A similar incident occurred after Hurricane Michael hit North Carolina in 2018. Florida-based National Emergency Restoration Services LLC falsely told a homeowner that it had been sent by his insurance company to remove three trees. Assuming that the work would be covered by his policy, the man didn’t even ask about the price. Later, he received a bill for \$37,200 for removing the trees and placing a tarp on part of the home. However, another tree service had quoted just \$800 for the tree work. The agency filed a price gouging lawsuit against the company and its director of operations, winning \$37,200 in consumer relief, \$4,000 in fees and civil penalties, and a permanent ban on operating in the state.

When disasters strike, prices for products and services that are urgently needed may increase. Some state laws prohibit sellers from raising prices for certain types of products or services in emergency situations. If you suspect price gouging, report it to your state or local consumer protection agency.

Ohio

European Adoption Consultants (EAC), an Ohio-based nonprofit corporation, offered inter-country adoption services throughout the United States. The U.S. Department of State required EAC to cease all inter-country services for three years over allegations of Hague Convention violations, various misrepresentations, soliciting bribes and fraudulently obtaining birth-parent consent. At the time, many clients were in the midst of adopting a child. For these cases, EAC was required to transfer adoption services and records to other accredited agencies, which it failed to do. Refunds also were not made to consumers. The **Ohio Attorney General's Office** sued EAC and its owner for unfair, deceptive and unconscionable practices. Last year it obtained a settlement that included a declaratory judgment, permanent injunctions, \$260,000 for consumer restitution, \$6,000 for costs, and a \$37,500 civil penalty suspended on the condition that the defendants comply with the terms of the agreement.

The U.S. Department of State provides information about international adoptions, including how to find accredited adoption service providers, at <https://travel.state.gov/content/travel/en/Intercountry-Adoption.html>. Even when you work with an accredited provider, however, there can be problems that disrupt or derail the adoption process. Your state or local consumer agency may be able to advise and assist you if the company does not or cannot fulfill its promises.

Another case the **Ohio Attorney General's Office** handled last year involved American Memorial Monuments, which sold and installed headstones. Consumers complained that the headstones they paid for were never delivered, were improperly designed, or could not be properly set in the cemeteries. The agency filed a lawsuit against the business and its owner seeking a declaratory judgment, a permanent injunction, consumer restitution and civil penalties. The case is pending.

Making funeral arrangements can be stressful. As with any major purchase, it's important to get a contract that specifies what will be done and when, and to follow up with the seller if the products or services are not provided. Don't pay the full amount before everything you were promised has been done. The nonprofit Funeral Consumers Alliance provides information about planning funerals and your legal rights at <https://funerals.org/>.

Oregon

A woman who wanted to purchase a medical alert device was instead sold a home security system and a 3-year contract for monitoring. When she tried to cancel, the company insisted that she owed \$1,200. The **Oregon Department of Justice** contacted the company, which agreed to cancel the account with no early termination fee and refund the monitoring fees the woman had paid.

Interested in a home security system? There's a lot to consider to choose the system that fits your needs and your budget. Don't buy a security system from someone who comes to your door or calls you uninvited. Do your homework and shop around. Consumer Reports provides a guide to security systems at <https://www.consumerreports.org/cro/home-security-systems/buying-guide/index.htm>.

A senior in Oregon spent \$2,500 on an overpriced pest control service that failed to live up to its promises. Feeling "scammed," the consumer filed a complaint with the **Oregon Department of Justice**.

As a result, a representative of the company personally delivered a check for a full refund to the consumer's home.

If you're considering a pest control service, shop around to compare costs and check the company's reputation with sources such as the Better Business Bureau and online reviews.

Virginia

The fastest-growing complaints to the **Fairfax County Department of Cable and Consumer Services** last year were about trash haulers missing pick-ups, causing garbage to overflow in streets and dumpsters and creating health, safety, and community problems. The trash companies cited a nationwide shortage of truck drivers as the reason for the spotty service. Working with the consumer agency to resolve the complaints, the companies gave customers credits and reductions in their quarterly rates to compensate for missed service.

If you're not getting the trash service you're paying for, contact the company and keep track of the dates and the names of the people you spoke to. It may also be useful to take pictures to document the problems. Contact your state or local consumer agency if need advice and assistance.

Towing

Florida

After a night of "celebrating," a Florida man decided to call a ride service rather than driving home. When he returned the next day to where he left his car he found it had been towed. He had inherited the vehicle the week before from his grandmother's estate and did not have the paperwork to prove it was his. The tow company threatened to sell it unless he came up with the documentation fast. He got it shipped from the court in Ohio the next day and attempted to contact the tow company, but the phone kept going to voice mail. So he contacted the police and they were able to connect him with the company. He complained to the **Broward County Environmental and Consumer Protection Division** that in his interactions with the company he was treated very rudely and aggressively, and that he had been charged \$484.45 when he should have only been charged \$230. The agency found that he was actually charged the correct amount, however, and the allegations of rude service could not be substantiated.

Look around before you leave your car somewhere. Are there signs posted? Are you parked in an area that requires a permit, or that is only for business customers? Are there time limits for parking there? Is it a visitor's space and is a "pass" required? If you think your car was towed or booted improperly or you were treated improperly, ask your state or local consumer agency for advice.

New York

When the car a man had rented was towed for blocking a driveway, he was charged \$465 plus \$45 per day for storage. But the legal rate in New York City for a tow from a blocked driveway is \$125 plus tax, and \$15 per day for storage after three days. After paying a total of \$1,028.66 to retrieve the car, the man filed a complaint with the **NYC Department of Consumer Affairs**. As a result, the towing company issued a refund to him for \$663.93.

If your vehicle has been towed, pay with a credit card if you can because you can dispute the charges if they are incorrect. Get a receipt, and check with the city or town in which the tow occurred to ask if the tow rates are regulated and how they apply in your case.

Travel and Transportation

Florida

The fastest-growing complaints to the **Broward County Environmental and Consumer Protection Division** last year concerned taxis and other vehicles for hire. One woman complained that she was charged a flat fee rather than by the meter, as she should have been, for a taxi ride from Port Everglades to her hotel, and that the driver demanded the \$20 in cash. He agreed to refund the money and write a letter of apology to the complainant.

Taxis are usually regulated by the municipalities in which they operate. Pay with a credit card, and look carefully at the receipt or the information on a handheld device that a driver is using to ensure that the amount is correct before you sign. Contact the taxi regulator or the consumer agency in the area if there are any problems that you can't resolve with the taxi company.

Maryland

Travel-related problems can be difficult to deal with, especially when they involve companies in foreign countries. For example, the **Montgomery County Office of Consumer Protection** received a complaint last year from a Maryland man who used an online travel agency to book a flight between Vienna and Athens for his daughter, who was studying in Europe. The trip had a stop in Bucharest. The Bucharest to Athens flight was cancelled *after* the daughter arrived in Romania. The travel agency was based in Spain and the airline was based in Romania. Neither company could be reached by telephone. And each blamed the other for the fact that the man had not received a refund for the cancelled flight. After months of email correspondence (and in Spanish for the travel agency), with the consumer agency copying both companies to minimize the finger-pointing, the man finally got his money back.

If you're making arrangements for travel within a country outside of the U.S. or between one foreign country and another, it may be cheaper to book directly with a foreign airline or travel agency, but it could be harder to resolve problems. Consider using a travel agency in your local area that'll be easy for you to contact and work on your behalf to deal with cancelled flights and other issues that may arise.

Massachusetts

The **Consumer Assistance Council** received an unusual travel complaint against Norwegian Cruise Lines last year. It came from a woman whose husband became ill and received treatment while the couple was on a two-week voyage. To submit a claim to Medicare they needed to provide the ship's coordinates to document that they were in US waters at the time; the policy would not cover the medical services if they were provided while in foreign waters. After numerous calls and emails to the cruise company, hours spent on hold, and being referred from one department to another, the frustrated woman asked the consumer office for help. Happily, it was able to obtain the ship's coordinates, enabling the insurance claim to finally be filed.

If you can't resolve a problem with a cruise line directly with the company, your travel agent can help if you used one; if not, ask your state or local consumer agency for assistance.

Consumer Agencies' Biggest Achievements in 2019

We asked state and local agencies to describe their biggest achievements last year in three specific areas: resolving consumer problems or issues; making internal changes to improve their operations; and undertaking new public outreach efforts.

Resolving Consumer Problems or Issues

California

- An elderly woman asked the **Los Angeles County Department of Consumer and Business Affairs** for help when she was faced with foreclosure on her home. The agency discovered that over the course of six months, home improvement salespersons had convinced the consumer to obtain seven loans totaling \$187,000 under the PACE program (see page 29). As a result, her property taxes rose from \$1,900 to \$22,870. The increased property taxes caused her lender to increase her monthly mortgage payments from \$1,290 to \$4,000, which, with a fixed monthly income of \$4,000, the woman was unable to afford. The investigation revealed that some of the loans failed to meet the terms of the programs, and there were multiple home improvement contracts for the same projects. In collaboration with other county agencies, the agency got five of the loans worth over \$60,000 cancelled and the property taxes adjusted. The woman was able to remain in her home and is working with her lender to modify her payments.
- In the process of resolving the “Chinese Embassy Scam” cases (see page 21) the **San Francisco District Attorney’s Office** created a network of law enforcement agencies that deal with overseas scams impacting the Chinese-speaking community. These agencies include local and federal law enforcement authorities and their overseas counterparts.

Connecticut

- In 2019 the New Car Lemon Law program overseen by the **Connecticut Department of Consumer Protection** saw its highest record of complaints. More than \$3 million has been returned to consumers through this arbitration program to resolve problems with new vehicles that couldn’t be repaired after a reasonable number of attempts.

District of Columbia

- The **District of Columbia Attorney General’s Office** participated in the largest data breach settlement in history. Equifax’s failure to maintain reasonable security enabled hackers to access its systems and resulted in the largest-ever breach of consumer data. The breach exposed the personal information of 56 percent of American adults, including more than 350,000 District residents. Equifax paid up to \$600 million in restitution and penalties to resolve an investigation by 50 Attorneys General into the massive 2017 data breach. The District of Columbia received \$4 million and continues to work to assist consumers who are trying to prevent or recovering from identity theft.

Florida

- The **Florida Department of Agriculture and Consumer Services** sent approximately 900 “Warning Letters” to gas stations to put them on notice about their responsibility to monitor

their pumps for “skimmers,” which scammers affix illegally to steal consumers’ payment information. The letters advised that violations may result in severe penalties.

- After a storm ruined his roof and caused other significant damage to his home, a man hired a public adjuster who advised he would take care of everything with the insurance company and get a contractor to make the repairs. The work started but then stopped and man could not get any response from the public adjuster or the contractor. The **Broward County Environmental and Consumer Protection Division** contacted the adjuster and after prolonged mediation succeeded in getting a check for \$39,053 for the homeowner so he could pay someone else to do the work.
- The **Hillsborough County Department of Consumer & Veterans Services** received 40 complaints against a car rental business from 2018 through 2019. Most of them were resolved successfully through mediation efforts. Agencies in other states also received complaints about the company, and last year the Michigan Attorney General’s Office obtained an Assurance of Voluntary Compliance to change the way it does business.
- **Pinellas County Consumer Protection** investigated complaints from seven consumers about a man who contracted with them to do home remodeling projects and failed to complete the work. Collectively, the consumers paid him approximately \$150,000. The man pled guilty last year to charges of grand theft from older people, conducting improper home solicitations, and acting as a contractor without the required licensing. He was sentenced to three years in jail, with 12 years of probation, and ordered to pay \$127,760 in restitution.

Georgia

- The **Georgia Department of Law’s Consumer Protection Division** also cited its role in the multi-state investigation that found that Equifax’s failure to maintain a reasonable security system enabled hackers to penetrate its systems, resulting in the largest-ever breach of consumer data – and the largest data breach enforcement action in history.

Maryland

- The **Maryland Attorney General’s Office** has improved its ability to help Spanish-speaking residents with consumer problems by increasing the hours worked by its Spanish interpreter, providing more information in Spanish on its website, and reaching out more to the Hispanic community.
- The **Montgomery County Office of Consumer Protection** issued several civil citations last year to address the problem of home warranty companies using technicians and contractors that lack the required licenses or registrations to make electrical, plumbing, appliance or HVAC repairs. Local district courts have agreed that these practices transgress the county’s consumer protection laws and that failing to state a material fact – that the technicians and contractors do not meet legal requirements – is an omission which “deceives or tends to deceive” consumers. The agency is also working with the service personnel to get them properly licensed or registered. By ensuring compliance, the agency is helping to level the playing field and ensure integrity in the marketplace.

Massachusetts

- The **Consumer Assistance Council** reported that its work with the Cape Cod Times and its parent company to resolve complaints about the paper's subscription terms and conditions (see page X) has led to changes that make it easier for consumers to understand their options. The agency is continuing to communicate with the paper's customer service department as issues arise.

Montana

- The **Montana Office of Consumer Protection and Victim Services** met with over a dozen government agencies, nonprofits and financial institutions last year to create the Southeastern Montana "FAST" Team (Senior Financial Exploitation Task Force). Its mission is to address financial abuse of seniors and other vulnerable adults. The team has been working to determine how best to reach those residents, what services to provide, how to leverage members' areas of expertise in providing those services, and how the members will work together across multiple jurisdictions.

New Mexico

- Last year the **New Mexico Attorney General's Office** achieved a settlement with three defendants and a victory in court against three other defendants for violating the Mortgage Assistance Relief Services Rule and the New Mexico Mortgage Foreclosure Consultant Fraud Prevention Act. The defendants charged up-front fees to assist consumers in defending foreclosure actions, but they weren't licensed to practice law in New Mexico, failed to stop the foreclosures, and filed frivolous lawsuits in California that did nothing to protect New Mexico residents who retained them. The agency obtained \$240,286 in restitution for consumers. In addition, the settling defendants were enjoined from promoting or engaging in any real estate-related services in New Mexico for 20 years.

New York

- The **NYC Department of Consumer Affairs** released a report last year, "Lost in Translation: Findings from Examination of Language Access by Debt Collectors," which highlights the lack of language access services for limited-English proficiency (LEP) consumers by debt collection agencies. It was based on a two-year investigation, called the LEP Initiative, which found that the majority of the licensed debt collection agencies that the agency looked at did not offer language assistance services to consumers to ensure they can understand the collection process. Without such services, LEP communities may be unaware of their rights and more vulnerable to unscrupulous debt collection practices. As a result of the study, the agency introduced new rules that require debt collectors to inform consumers of any language access services that are available; notify consumers about a glossary of commonly-used debt collection terms that will be available in multiple languages on the agency's website; request, record, and retain a record of each consumer's language preference; report a consumer's language preference if they send the debt back to the creditor, sell the debt, or refer it to litigation; and maintain a report of the number of accounts they have tried to collect on in languages other than English.

North Carolina

- In 2019 the **North Carolina Attorney General** led a bipartisan public-private group of 51 attorneys general and 12 phone companies to adopt Anti-Robocall Principles (available at <https://ncdoj.gov/download/141/files/19699/state-ags-providers-antirobocall-principles-feb-2020-with-signatories>), an agreement to fight illegal robocalls through prevention and enforcement. The phone companies agreed to work to implement call-blocking technology at the network level at no cost to customers; make available to customers additional, free, easy-to-use call blocking and labeling tools; implement technology to authenticate that callers are coming from where they claim to be; and monitor their networks for robocall traffic. They also pledged to assist attorneys general by knowing who their customers are so bad actors can be identified and investigated; investigating and taking action against suspicious callers – including notifying law enforcement and state attorneys general; working with law enforcement, including state attorneys general, to trace the origins of illegal robocalls; and requiring other telephone companies with which they contract to cooperate in call traceback identification.

Ohio

- In 2019, the **Ohio Attorney General’s Office** Identity Theft Unit received 598 complaints. Because children in the foster care system are especially vulnerable to identity theft, the agency has maintained a relationship with the Ohio Department of Job and Family Services to correct errors that are discovered on the credit reports of foster youth. The use of young people’s personal information by others to obtain credit and other benefits can have serious impacts on their ability to get jobs, apply for housing, and obtain credit when they come of age. Last year, the Identity Theft Unit assisted with 79 complaints for minors in foster care whose identities were stolen and misused.

Oregon

- The **Oregon Department of Justice** reached a \$4 million settlement last year with the global telecommunications company CenturyLink for engaging in deceptive advertising by door-to-door salespeople, deceptive billing practices, undisclosed fees, and failing to apply promised discounts to customer accounts. Since 2014, the agency received more than 1,200 complaints from consumers who said the company charged them more than the promised price, billed them for different amounts each month, billed for services they had cancelled, or billed for modems before they were installed. Consumers also complained about the quality of service, Internet speed that was much slower than what was promised, or internet service that was so slow it was unusable. Under the settlement CenturyLink also agreed to refund \$672,000 to 8,212 Oregonians. It also agreed to stop charging new customers the “Internet Cost Recovery Fee,” a fee that was not always previously disclosed to consumers until they received their first bill; stop charging a “Broadband Cost Recovery Fee;” allow current customers to switch to another plan without a fee; clearly disclose all mandatory fees and charges in future advertisements; and stop charging cancellation and unreturned equipment fees if they are not disclosed at the time of sale.

South Carolina

- The **South Carolina Department of Consumer Affairs** filed its first joint complaint last year with the Consumer Financial Protection Bureau against a South Carolina company and other defendants who allegedly were targeting veteran pension funds. Life Funding Options, Inc.,

Katharine Snyder, and Performance Arbitrage Company, Inc. were charged with brokering high-interest credit contracts in violation of federal and South Carolina law. The defendants set up contracts between consumers and investors in which the consumers would receive loans that would be paid from their monthly pensions or disability benefits. Most of these high-interest credit offers were marketed to veterans. The loans ranged from a few thousand to tens of thousands of dollars and repayments typically last five to ten years. Federal law prohibits agreements where a person can acquire a veteran's pension payments. The agencies are seeking to prohibit the defendants from further violating state and federal law, have the contracts voided, and require payment of fines and refunds.

Tennessee

- More than 20 consumers, many of them seniors, filed complaints with the **Tennessee Attorney General's Office** against a property management company about changes it announced in the rules governing residents. Their primary concern was that they would be evicted if they failed to comply. In response to these complaints, the company reached out to each person individually and also held meetings with all residents to discuss the rules, answer questions, and take suggestions for how to accommodate their concerns. This greatly relieved the residents' anxiety.

Virginia

- The Fairfax County Department of Cable and Consumer Services received several complaints against a business that overcharged seniors for plumbing services. When the consumers contacted the business to repair simple plumbing problems, they were told that there were major issues that needed to be taken care of. They were not given estimates, and once the work was completed they were presented with exorbitant bills. The agency found a pattern of overcharging by one particular employee of the business. With assistance from the Fairfax County Land Development Services and the Virginia Department of Professional and Occupational Regulations, some of the consumers received restitution. In addition, the company was fined, and its home improvement contractor's license was revoked.

Making Internal Improvements

California

- The **Los Angeles County Department of Consumer and Business Affairs** made structural changes last year, consolidating all programs and operations under a Chief Deputy Director, while all education, outreach, and department promotion were placed under the Chief of Staff. This allowed for closer alignment of rent stabilization and eviction defense work with foreclosure protection and real estate investigations. The agency also hired a Deputy Director for economic development to fully align its Office of Small Business with its Center for Financial Empowerment. On the technology front, the agency progressed toward full mobility, providing tablets and Skype to most client-focused staff. Additionally, a position to support data analytics was created, enabling the agency Director to make decisions based on numbers, trends, and projections. Finally, the agency has made plans to create a new case management system that will integrate with all of the department's activities.

Connecticut

- The **Connecticut Department of Consumer Protection** began taking online complaints last year. When complainants set up accounts, they receive auto-generated emails informing them about the status of their complaints. This also allows them to email supporting documentation directly to the inspector or investigator handling their cases. The agency has added a Live Chat feature, enabling consumers to get real-time responses to inquiries that can help them resolve issues themselves.

District of Columbia

- The **District of Columbia Attorney General's Office** implemented a new consumer complaint database last year that allows people to attach supporting documents with the online complaint forms they submit. The system generates an email acknowledging receipt of the complaint and providing the complaint number for future reference. The agency also reorganized its complaint categories to include categories for specific industries and types of practices, making it easier to track trends in those areas.

Florida

- To make it easier for consumers to report “Do Not Call” violations, the **Florida Department of Agriculture and Consumer Services** changed its online complaint form. Many people who receive unwanted calls don't answer them so they only have the information that appears on Caller ID. The new form allows consumers the option of providing fewer details about themselves and the calls. They can choose to give more information if they wish.
- The complaint process to the **Broward County Environmental and Consumer Protection Division** is now web-based. Complainants can call the agency and have a customer service representative enter the information in the system for them or they can initiate a “service request” themselves online. The link generates a case number and allows for complainants to upload necessary documents. The system also provides text notifications to update consumers about actions that have been taken on their cases.
- The **Hillsborough County Department of Consumer & Veterans Services** transitioned from its previous database system to a new system that provides some significant benefits. It allows the agency to completely move to a paperless tracking system, saving money for paper and other materials, reducing the time and effort to manage files, and providing better tracking of investigators' efforts and the results for consumers.
- **Pinellas County Consumer Protection** is developing a new data system that will allow for detailed case tracking, additional performance measure tracking, and will create new efficiencies in processing complaints and conducting consumer fraud investigations.

Maryland

- Many consumers who receive a summons to court for outstanding debts do not understand the process and the importance of appearing to plead their cases. Last year, the **Maryland Attorney General's Office** began sending letters to individuals who are being sued for debts, encouraging them to meet with the pro bono attorneys that are available to them through the courts or at least appearing for their trials so they will be able to present any defenses they may have. This

has increased the number of people who are appearing at trial rather than defaulting and led to more cases being found in favor of the defendants.

- Last year the **Montgomery County Office of Consumer Protection** informally surveyed local and county consumer protection agencies to learn about the types of metrics and statistics they collected and the resources they used in investigations in order to re-evaluate how best to meet its investigation and enforcement mission. On the basis of that information and with input from its investigators and administrative staff, the agency is creating an Investigator's Manual. It will outline how investigations should be handled and how the agency's complaint and license management system should be incorporated in that work. It will also include an appendix of resources, best practices, and a checklist of action items by major complaint category, as well as sample documents such as citations, statement of charges, notices of violation, and settlement agreements.

Montana

- The new database that the **Montana Office of Consumer and Victim Services** began to implement in 2018 became fully operational last year, enabling the agency to track all of its activities, increase its efficiency, and identify trends impacting residents.

New Mexico

- The **New Mexico Attorney General's Office** hired an Americans with Disabilities Act coordinator to answer questions from the public about the rights of disabled persons. The agency also implemented a new online form that groups can use to request speakers.

Tennessee

- In 2019 the Tennessee General Assembly voted to move the Division of Consumer Affairs from the Department of Commerce & Insurance to the **Tennessee Attorney General's Office**. The move streamlined efforts to educate and protect consumers and created a direct link between the personnel who answer consumers' inquiries and mediate complaints and the attorneys who investigate and work to resolve cases.

Undertaking New Public Outreach Efforts

California

- To help educate renters and property owners in unincorporated Los Angeles County about new rent stabilization ordinances, the **Los Angeles County Department of Consumer and Business Affairs** developed a new website section at <https://lacounty.gov/rentstabilization/> and held a series of roundtable discussions. The agency also undertook a months-long effort to educate and gather feedback from sidewalk vendors, brick-and-mortar business owners, and the community regarding California's Safe Sidewalk Vending Act.

Connecticut

- The **Connecticut Department of Consumer Protection** has begun to hold an annual Cross Cultural Symposium to educate nonprofit organizations, social service agencies, the media, and the public about trending issues that are affecting underserved communities in Connecticut.

These events gather together people who are multiethnic and multilingual to share stories and resources, network, and learn from experts from different fields.

District of Columbia

- Last year, the **District of Columbia Attorney General's Office** kept the public informed and prepared with alerts about scams involving utility imposters, home contractors, computer tech support services, and sweepstakes. The agency also provided tips about tax assistance services, on holiday shopping, protecting personal information on social media, and signing up for gym memberships.

Florida

- To ensure that state and federal legislators representing the people of Florida are aware of assistance the **Florida Department of Agriculture and Consumer Services** can provide to their constituents, the agency created an information packet that describes the consumer services it offers, includes samples of consumer education materials, explains how to request guest speakers for public events, and features the hotline number and website. The packets were hand-delivered to legislators' offices in both Washington, DC and Tallahassee, as well as to each legislator's district office. This initiative has resulted in increased communication between legislators and the agency and more requests for its educational materials.
- The **Broward County Environmental and Consumer Protection Division** placed a renewed emphasis on interacting with the public through more outreach events and Twitter posts. In addition, the agency created a "palm card" which explains the assistance it provides. As a result, the number of complaints received has increased by 36 percent and the amount saved/recovered for consumers has jumped three-fold.
- **Pinellas County Consumer Protection** partnered with the county's marketing and communications department to develop four short financial literacy videos for children, on goods and services, budgeting money, banks and credit unions, and credit. They are shown as part of the presentations the agency makes at local schools and are available for teachers to use in their classrooms when they discuss financial literacy topics.

Georgia

- Despite consumers' best efforts to protect their identities and sensitive information, their data can still be compromised if a company with which they do business has a security breach. To combat this growing problem facing consumers and businesses alike, the **Georgia Department of Law's Consumer Protection Division** created a cybersecurity guide for small businesses, nonprofits, and places of worship, which is being disseminated through partners such as the Georgia Chambers of Commerce and state legislators.

Maryland

- Last year, the **Maryland Attorney General's Office** instituted a program to call landlords to which utility companies have sent shut-off notices, which are copied to the agency under state law. The landlords are advised that they must pay the bills by the termination date or risk action for leaving tenants without needed utilities. This has resulted in many of the accounts being paid and reduces complaints against landlords.

- The **Montgomery County Office of Consumer Protection** launched two new initiatives in 2019. Working with the county's Department of Environmental Protection, the agency provided content about energy-related scams for a new online resource, available at <https://montgomeryenergyconnection.org/>, and drafted four brochures for consumers on Water Filter Scams, Home Energy Audit Scams, Supplier Slamming, and Utility Cutoff Scams. These brochures were translated by volunteers at the consumer agency into Amharic, French, Korean, Mandarin, Spanish, and Vietnamese. The agency also formed an all-volunteer Outreach Team. These volunteers participate in local resource fairs, providing information about the agency's services and consumer education materials. To prepare them, the agency created an Outreach Training Guide that includes a diagram of how the resource tables should be set up, provides details about what the agency does, and has answers to frequently-asked questions from consumers.

Massachusetts

- Often police departments and other local agencies are unsure where to send people who contact them about consumer problems. Inspired by similar projects in other jurisdictions, the **Consumer Assistance Council** developed pads with tear-off sheets listing the agencies and organizations to which consumers should be referred for specific issues. They are being provided to police departments, city and town clerk's offices, and county court clerks in the area the consumer office serves. All the personnel in those offices have to do is check the appropriate boxes, tear the sheets off the pads, and hand them to consumers. This will hopefully prevent consumers from being sent in circles and increase referrals to the consumer office and other agencies that can help them. The consumer office is also partnering with two state agencies in a new public outreach initiative that will involve interviews on statewide radio programs.

Montana

- The **Montana Office of Consumer Protection and Victim Services** participated in 21 outreach events throughout 2019, presenting information on scam prevention, identity theft and other common consumer issues. The agency also participated in a news program called the Fraud Watch Network, which is coordinated by Montana AARP and a local television station. Every two weeks the agency provides Montanans with information about trending scams and consumer issues through this program. In addition, the agency worked with Montana AARP to design and implement an initiative to recruit and train volunteers to give presentations in their local communities about scam prevention. Last year, these volunteers gave 30 presentations statewide.

New Mexico

- Since launching its online speaker request form last year, the most frequent requests to the **New Mexico Attorney General's Office** have been from schools. The agency has conducted presentations on cyber bullying and online safety, school safety, teen dating and healthy relationships, suicide prevention, and bullying prevention. At the other end of the age spectrum, the agency partnered with the FBI Citizen's Academy to provide Silver Cyber Safety presentations to two senior living facilities.

New York

- The **NYC Department of Consumer Affairs** launched a public awareness campaign last year about student loan debt. The goal of the multilingual campaign, “Be Real about Student Loans,” was to educate the one million New Yorkers with student loans, as well as prospective students, about their rights and responsibilities. It included information about payment options and resources to aid decision-making, warnings about predatory practices, and a list of the NYC Financial Empowerment Centers where New Yorkers can get free financial counseling and referrals to legal services. This campaign was part of DCA’s multipronged approach to address the student loan debt crisis.

North Carolina

- The **North Carolina Attorney General’s Office** relaunched its website in 2019. The updated site, <https://ncdoj.gov/>, provides more in-depth information about the agency’s work to protect consumers. Consumers can access tips and articles, take actions to protect their identities and stop robocalls, and learn about ongoing issues the agency is working on. The agency also created and distributed social and digital content to other community partners, including AARP NC and the Secretary of State, about ways that consumers can protect themselves from holiday scams.

Ohio

- The Education Unit in the **Ohio Attorney General’s Office** received a \$20,000 grant from the Sears Consumer Protection and Education Fund, which was used to produce 45,000 fliers warning Ohioans of scams. The fliers were delivered with “Meals-on-Wheels” programs to reach homebound individuals. The grant also allowed for the production of corresponding ink pens that highlighted the warning signs of a scam.
- After the “minister scam” was reported to the **Cuyahoga County Department of Consumer Affairs** (see page 23) the agency updated its in-store gift card consumer alert. The warning cards go on gift card sales racks and alert consumers that if someone tells them to pay in gift cards, it’s a scam. The agency had tried a small trial run of the program a few years ago and didn’t get much traction. This time, however, it succeeded in getting more stores to participate, perhaps because gift card scam payments had grown so much they had begun to hear about them from customers.

Oregon

- In honor of World Elder Abuse Day last year, the **Oregon Department of Justice** created an “Elder Abuse Pocket Guide” and joined forces with the U.S. Attorney’s Office, the Portland Police Department, and the Oregon Department of Human Services to promote it to law enforcement officers, first responders and others in the community who interact with older adults. It was designed as a quick and handy tool to help professionals who work throughout the community spot signs of elder abuse or scams and locate resources to assist victims.

South Carolina

- Since the **South Carolina Department of Consumer Affairs** was given the authority to mediate complaints regarding homeowners associations, it has received many questions from consumers and homeowners associations about their rights and responsibilities. To help, the agency created a Homeowners Association Education page on its website at <https://consumer.sc.gov/HoA-Ed>. It provides the answers to frequently asked questions, overviews of applicable laws, and other resources. This has made it easier for agency staff to properly direct people to the information they need and also provides a valuable resource for state legislators' constituent services personnel.

Tennessee

- Last year, the Tennessee Governor identified 15 counties as “economically distressed” and asked state agencies to place a special emphasis on assisting residents in those areas. Staff from the Tennessee Division of Consumer Affairs (now part of the **Tennessee Attorney General's Office**) conducted scam prevention presentations in 13 of the 15 counties and visited some of the counties multiple times to assist residents.

Virginia

- Many Fairfax County residents are federal government employees and were impacted by the government shutdown in 2019. The **Fairfax County Department of Cable and Consumer Services** helped by providing information on its website for residents who might be struggling with problems such as how to pay their rent, mortgages, or credit card bills. The agency also did a segment on Consumer Connection Facebook Live to share this information. In another outreach initiative last year, the agency partnered with the Virginia Department of Treasury Unclaimed Property Program during National Consumer Protection Week to raise public awareness about how individuals can find and claim money, stocks, bonds, utility deposits, and other tangible property that is rightfully theirs. In addition, the agency set up booths at fifteen libraries throughout the county to share educational information and provided presentations on identity theft, internet and phone scams, funeral planning, and home improvement.

Wisconsin

- The **Wisconsin Department of Agriculture, Trade and Consumer Protection** created a Data Privacy and Security Advisory Committee last summer to address the data security challenges facing consumers and businesses in the state. It includes state government representatives, business interests, data stakeholders, and advocacy groups. The committee's objective is to identify and research possible changes to Wisconsin state law, determine the efficacy of consumer data privacy initiatives, consider how best to protect and secure information received by public and private entities in Wisconsin, and determine the business community's readiness to adopt potential regulatory enhancements.

Methodology

This report is based on a survey of state and local consumer agencies. These agencies handle a wide range of consumer issues, and this report is intended to provide insight into the complaints that consumers made to them in 2019. CFA did not survey federal agencies or agencies that only deal with one issue, such as securities, nor did it conduct a random survey of consumers. Therefore, this report does not purport to measure all of the problems that consumers encountered in the marketplace last year. The survey was conducted from January to May 2020 and covers a one-year period, in most cases January through December 2019 (some agencies keep records on a different basis, such as July through June; all were asked for data for the most recent 12-month period available).

Thirty-one agencies from 20 states participated in the survey. Of those, 17 are state agencies, including for purposes of this report the District of Columbia; 10 are county; one is city; one, San Francisco, is both a city and a county; and two, the Consumer Assistance Office – Metro West and the Consumer Assistance Council, cover a region within a state (see Appendix A for the list of participating agencies). All are government agencies except for the Consumer Assistance Office - Metro West and the Consumer Assistance Council in Massachusetts, which are nonprofit organizations that receive state funding to handle complaints and educate the public in their areas.

The survey asked respondents to list the top ten complaints that their agencies received during the survey period, the worst complaints, the fastest-growing complaints, and new types of problems that consumers reported. There is no uniform set of complaint categories that all agencies use. Some agencies use general complaint categories, while others break complaints into more specific categories. For instance, some record all car-related complaints in “auto,” while others use separate categories for new car sales, used car sales, auto repairs, auto leasing, and towing. In the report, complaints were grouped under general subject headings as necessary.

CFA also asked what new consumer protections had been enacted in agencies’ jurisdictions last year. Finally, CFA asked the agencies to describe their greatest achievements in 2019 in the areas of resolving consumer problems or issues, making internal improvements, and undertaking new public outreach efforts.

The combined number of complaints these agencies received last year does not include the number of inquiries they received. It is also important to note that the number of consumers who benefitted from agencies’ enforcement actions is often higher than the number of complaints they received. Similarly, the total amount of money recovered and saved for consumers is understated because some agencies only provide us with the figures that result from mediation, some only provide the amounts of restitution or billing adjustments that resulted from enforcement actions, some combine both, and some include the results of administrative actions, arbitration and guaranty funds. One agency was not able to provide the amount recovered/saved for consumers.

Additionally, these statistics do not include the amounts of money that people avoiding losing because of the advice that these agencies provided or the savings to courts and businesses due to their informal complaint resolution efforts.

Agencies were asked to provide examples of complaints. Not all did so, and in the examples that were provided, the names of the businesses were not always included. In some cases, that information is not publicly available because the investigation is ongoing or because of the terms of a settlement.

Appendix A
Agencies Participating in the 2019 CFA Consumer Complaint Survey

Arkansas

Arkansas Attorney General's Office
www.arkansasag.gov

California

Los Angeles County Department of Consumer and Business Affairs
www.dcba.lacounty.gov

San Francisco District Attorney's Office
<https://sfdistrictattorney.org>

Connecticut

Connecticut Department of Consumer Protection
www.ct.gov/dcp

District of Columbia

District of Columbia Attorney General's Office
<https://oag.dc.gov/consumer-protection>

Florida

Broward County Environmental and Consumer Protection Division
www.broward.org/consumer

Florida Department of Agriculture and Consumer Services
www.floridaconsumerhelp.com

Hillsborough County Department of Consumer & Veterans Services
www.HCFLGov.net/Consumer

Pinellas County Consumer Protection
www.pinellascounty.org/consumer/

Georgia

Georgia Department of Law's Consumer Protection Division
www.consumer.ga.gov

Maryland

Howard County Office of Consumer Protection
www.howardcountymd.gov/consumer

Maryland Attorney General's Office
www.marylandattorneygeneral.gov

Montgomery County Office of Consumer Protection
<https://www.montgomerycountymd.gov/ocp>

Massachusetts

Consumer Assistance Council
www.consumercouncil.com

Consumer Assistance Office - Metro West
www.caomw.org

Northwestern District Attorney's Office
<https://www.northwesternda.org/>

Montana

Montana Office of Consumer Protection and Victim Services
www.dojmt.gov/consumer/

New Mexico

New Mexico Attorney General's Office
www.nmag.gov

New York

NYC Department of Consumer Affairs
www.nyc.gov/dca

North Carolina

North Carolina Attorney General's Office
<http://ncdoj.gov/Consumer>

Ohio

Cuyahoga County Department of Consumer Affairs
<http://consumeraffairs.cuyahogacounty.us/>

Ohio Attorney General's Office
www.OhioAttorneyGeneral.gov

Summit County Office of Consumer Affairs
<http://consumeraffairs.summitoh.net>

Oregon

Oregon Department of Justice
<http://www.oregonconsumer.gov>

Pennsylvania

Bucks County Department of Consumer Protection
www.BucksCounty.org/ConsumerProtection

South Carolina

South Carolina Department of Consumer Affairs
www.consumer.sc.gov/

Tennessee

Tennessee Attorney General's Office
www.tn.gov/consumer

Utah

Utah Division of Consumer Protection
<https://dcp.utah.gov/>

Virginia

Fairfax County Department of Cable and Consumer Services
www.fairfaxcounty.gov/cableconsumer/csd/consumer

Virginia Attorney General's Office
<https://www.oag.state.va.us/>

Wisconsin

Wisconsin Department of Agriculture, Trade and Consumer Protection
<http://datcp.wi.gov>

Appendix B
Tips from the 2019 CFA Consumer Complaint Survey Report

Auto

If there is a problem with the car you bought and the dealer can't find the cause, get a second opinion from another dealer or independent mechanic.

Cars are far more complicated than they used to be, and computer problems can be hard to solve. If you don't get satisfaction from the dealer and manufacturer, try an independent mechanic who has the proper equipment to diagnose the problem. If it still can't be fixed, ask your state or local consumer agency for advice. You may need to consult an attorney about your legal options.

Purchasing a car "as is" doesn't always mean that you're out of luck if something goes wrong. You may be able to hold the dealer responsible. But the best way to protect yourself is to have the car checked out by a mechanic you trust before buying it to look for problems that might not be obvious to you. It might also be a good idea to wait until you've saved money for a car that comes with a warranty.

When you agree to buy a car, check all the paperwork before leaving the dealership to make sure that it is complete and accurate.

Eyeing a used car? Get its previous history so you'll know what you're bargaining for. Most states participate in the National Motor Vehicle Administration, through which you can get information about the title, whether the mileage that shows on the odometer is accurate, and whether the car was previously declared a total wreck. Approved companies that sell car histories are listed at its website, www.vehiclehistory.gov. But be aware that not every problem may show up in these reports, so you should always bring the vehicle to a mechanic to be inspected before you sign on the dotted line.

Before you buy a car, check if there are any recalls by contacting the National Highway Traffic Safety Administration, www.nhtsa.gov or 888-327-4236. If you're having trouble getting repairs made that should be covered by a recall, ask your state or local consumer agency for help.

State law protects you if there are problems with the new car you've bought that substantially affect your ability to use it, but not all problems make a new car a "lemon." Ask your state or local consumer agency about your lemon law rights.

Vehicle repairs may take longer than expected if the shop can't get the parts or the mechanic discovers that additional work is needed. Keep in touch with the shop and make notes about the dates of each conversation, who you talked to, and what was said. You may want to check with parts suppliers, the manufacturer or another repair shop to ask if what you are being told makes sense. If you think that you're being strung along, ask your state or local consumer agency for help.

When you buy a car, get any promises the dealer makes in writing in case there are any questions later about the terms of the deal.

If you're considering buying a car, shop around and don't commit to anything until you have read the contract and the finance agreement carefully to make sure you know the terms and cost of the deal. Don't be rushed or pressured, ask questions, and if there is anything you still don't understand, show the paperwork to someone you trust before you sign.

Buying a used car? Get information from your state or local consumer agency or state motor vehicle department about the requirements and the dealer's responsibilities concerning title and registration.

You may be able to return a car or get it repaired at no charge if the dealer misled you about something that could have affected your decision to buy it. Ask your state or local consumer agency for advice.

Since you may not have a right to cancel a car purchase if you change your mind, resist pressure to sign on the dotted line immediately. Shop around to find the car that's best for you, at a price you can afford.

Business Opportunities

Sometimes pitches for money-making schemes come in two parts. The first company asks you to pay for a website, software, supplies, or other things to get you set up in business. Then another company, in cahoots with the first, approaches you offering training, coaching services or other help, for a fee, to make your business a success. Avoid being a two-time loser – ask your state or local consumer agency what you need to know before you commit to any work-at-home deal.

Under the Federal Trade Commission's [Business Opportunity Rule](#), the sellers must provide specific information about themselves, including any prior legal actions there have been against them. They must also tell you the cancellation and refund policy for the offer and give you a list of references, and if they make any claims about potential profits, they must provide a separate Earnings Claim Statement explaining the basis for them. Your state or local consumer agency can tell you if there is a state law that also applies. Get everything in writing and seek professional advice from a lawyer, accountant, or other independent advisor before agreeing to anything or making any payments.

Charities

Many states require charities to register and provide information about their operations. If you have questions about a charity's fundraising activities or you suspect that there may be wrongdoing, contact the appropriate agency in your state. The National Association of State Charity Officials provides a list of charity regulators and other information at www.nasconet.org/resources/.

Communications

Problems with the quality of your phone or internet service? Speak up! Keep notes of when outages or other service problems occurred, who you spoke to at the company and on what dates, and what they said. If you don't get satisfaction, contact your state or local consumer agency for advice. In addition to getting the problem fixed, you may be entitled to a bill adjustment.

Before signing up for telephone, internet, cable or satellite TV, get all the information about the terms and the cost. Bundled service is sometimes a good deal, but don't assume that it's always cheaper than buying services separately. Get a written contract or print out the information to document what you agreed to, and contact your state or local consumer protection agency if you believe you were misled.

Credit/Debt

Events can be cancelled without warning. If you can't get your money back from the promoter or the ticket company and you paid with a credit card, dispute the charges with your card issuer.

Having problems dealing with your debts? Contact a local nonprofit credit counseling service. A trained counselor can give you advice and may be able to work out new payment arrangements with your

creditors. If there is a fee for these services, it will be very small. To find a credit counseling service in your area, contact the National Foundation for Credit Counseling, www.nfcc.org or 800-388-2227 (for Spanish language call 800-682-9832).

No one can legally remove negative information from your credit report if it's accurate and current. You can fix incorrect information yourself for free by contacting the credit reporting agencies. Learn more at <https://www.consumer.ftc.gov/articles/0151-disputing-errors-credit-reports>.

Abusive debt collection practices are against the law. If someone contacts you about an old debt and you're not sure you owe it or you think that the collection tactics are unfair or abusive, don't pay or acknowledge the debt before speaking to your state or local consumer agency.

If you receive payments from a pension, annuity, or another steady source of revenue and need money to meet expenses, you may be tempted to get cash by selling the rights to those benefits. But there may be high fees and other downsides to consider. You also need to watch out for misleading claims and fraud. Learn more at https://www.sec.gov/investor/alerts/ib_income_streams.pdf.

The Consumer Financial Protection Bureau has information about options for paying student loan debt, <https://www.consumerfinance.gov/paying-for-college/repay-student-debt/>, dealing with debt collection, <https://www.consumerfinance.gov/ask-cfpb/category-student-loans/debt-collection-and-rehabilitation/>, and loan assistance programs, <https://www.consumerfinance.gov/ask-cfpb/what-is-public-service-loan-forgiveness-en-641/>.

Review your credit card and other financial account statements carefully as soon as you receive them. You can also monitor your accounts online, which can help you spot problems quicker. Notify the financial service company immediately if you find something wrong. Ask your state or local consumer agency for advice if there is a problem that you haven't been able to correct.

If someone contacts you about a debt that you don't think is yours, it could be a mistake or a sign that you're the victim of identity theft. Don't ignore it. Tell the debt collector that you are disputing it and ask for more information. To learn about your debt collection rights under federal law go to www.ftc.gov/bcp/edu/pubs/consumer/credit/cre18.shtm. You may also have rights under state law; check with your state or local consumer agency.

Confusion can occur when loans are transferred from one financial services company to another. Keep copies of all documents and correspondence in case there is any question about what you owe and notify the lender or loan servicer immediately if there are any mistakes. You will need to provide documentation to change the person named on the account if necessary due to death or divorce.

If you're struggling to pay your credit cards or other non-mortgage debts, contact your creditors directly to try to get lower interest rates or reach some other solution. There is nothing that companies offering to lower your interest rates can do that you can't do yourself.

In danger of foreclosure? It's illegal for a mortgage relief assistance service to ask for any payment before it has actually gotten an offer from your lender to modify the loan and you have accepted it. Learn about mortgage relief scams at <https://www.consumer.ftc.gov/articles/0100-mortgage-relief-scams>. Get real help free from the federal government. Go to www.makinghomeaffordable.gov or call 888-995-4673, TTY 877-304-9709. Your state or local consumer agency may also be able to assist you.

You may think the matter is final after a foreclosure or other legal process on an unpaid debt has concluded, but mistakes can happen so it's important to keep all of the documents and communications you received for several years afterwards, just in case they're needed.

Employment

Workers are legally entitled to get the wages they are owed. If you believe that you are being shortchanged by your employer, don't be afraid to stand up for your rights. Ask your state or local consumer protection agency where to go for help.

You may have the right to be compensated for unused vacation and sick-time according to the employer's personnel policy or the terms of your employment or union contract. If you believe the employer is wrongly withholding that compensation, try to resolve the problem with the personnel office or through your union, if there is one. Your state or local consumer agency may be able to assist you.

Wage theft is a crime. Don't be a victim – speak up and get what you have coming to you!

Entertainment

Events may be cancelled because of weather, performer illness, legal issues, and other problems. One way to protect yourself is to pay for event tickets with a credit card because you have the right to dispute the charges if you don't get what you paid for. In any case, you may have a good argument for getting a refund depending on the circumstances; ask your state or local consumer agency for advice.

Fraud

Some crooks take advantage of a shared bond, such as a common language, ethnicity, or religion, to break down people's natural defenses and make them more likely to trust the caller and follow instructions without seeking outside advice. Don't let your guard down. Check directly with whoever the caller claims to represent before sending money or providing personal information.

Looking for a new apartment? Or a vacation rental? Use realtors that are in directory listings or well-known platforms such as Airbnb and beware of danger signs of fraud such as requests to wire money. For more about rental scams go to www.consumer.ftc.gov/articles/0079-rental-listing-scams.

The Social Security Administration doesn't contact people by phone, email, text message or social media to notify them about possible fraud or ask them to provide their personal information or send money. To listen to one type of Social Security scam call, go to <https://www.consumer.ftc.gov/blog/2018/12/what-social-security-scam-sounds>. These scams are sometimes very elaborate, with multiple people falsely claiming to be from various government agencies to try to make them more convincing. But they all have one thing in common: they try to panic you into doing what they say. What you should do is hang up!

There are many types of "advance fee scams" but they're all the same in one respect: these promises of loans, investments, and other great deals if you agree to send money upfront are never legitimate. The only person who profits is the scammer, who simply pockets your money. Many banks and credit unions have trained their tellers to be alert for signs of fraud to protect their customers or members. If you're warned about possible fraud, pay attention! Learn more about these and other common scams at <https://www.fbi.gov/scams-and-safety/common-scams-and-crimes>.

Online dating sites, social media sites and other forums on the internet make it possible to meet people from all over the world. But they're also places where scammers lurk, waiting for someone to come along

who wants to be friends – or maybe something more – and building a fake relationship with the person until the time is ripe to ask for money. Once you’ve sent the cash, you can kiss your “sweetie” goodbye. More information about these scams is at http://www.fraud.org/sweetheart_swindles.

Crooks take advantage of human nature – who wouldn’t be excited to be told that they’ve won millions in a lottery or sweepstakes? But if you’d really won, you wouldn’t be asked to send money for taxes, (which would automatically be deducted), processing fees, or anything else. That’s a clear sign of fraud, and if you take the bait, you’ll be hit up for more and more money until you have nothing left.

Gift cards are increasingly popular with scammers. They’re like cash – with the numbers from the cards crooks can make purchases or sell them to others to use. No one would legitimately ask you to buy gift cards to pay fines, legal fees, taxes, or for any other purpose. If you think you’ve been tricked into buying gift cards for something, contact the store where you got them or the card issuer immediately. You may be able to freeze the cards before they’ve been used.

Scammers are like puppet masters, trying to control people so they’ll follow instructions and won’t be dissuaded by someone else. If you’re told to stay on the phone while you go to get money, hang up!

Tech support scammers advertise online and also solicit victims by phone and email. Often pretending to be from well-known companies, they ask for money but don’t do any work. They may claim that there is a problem with your computer when there isn’t, and even worse, they may cause a problem with your computer and then demand money to fix it. If you need computer help, find a local vendor. Never let anyone who contacts you out of the blue have access to your computer. If while browsing on the internet, you receive a pop-up window warning you that your computer is infected or there is an “error” and you must call a number or click a link for tech support help, press Control+Alt+Delete, and use the Task Manager to close out the pop-up window. Do not click a link, call the number listed or attempt to use the “X” in the corner to close the pop-up. Learn about the “tech support scam” at <https://www.consumer.ftc.gov/articles/0346-tech-support-scams>.

Fuel

Gasoline sales are regulated to make sure that consumers are getting the quantity and the octane that is displayed on the pumps and that the gas is not adulterated. If you suspect that gas you purchased was bad or that pumps aren’t working right or are labeled incorrectly, ask your state or local consumer agency where you should report the problem, and save the receipts and any other documentation.

Prepaying for propane or heating oil may save you money, but make sure you know the size of your tank and how much fuel you typically need over a given time period, compare costs from different suppliers including any add-on fees that may be charged, and get a written contract that shows what you bought, how much you paid, and what the delivery arrangements will be. The safest way to for prepay for fuel is by credit card because under federal law you can dispute the charges if you don’t get what you paid for.

Health Products/Services

Before you sign up, read the terms of any deal for health or beauty products that will be automatically delivered every month to be sure you can cancel anytime without penalty. If you arranged for automatic payments from your savings or checking account, contact the financial institution immediately after cancelling to stop them. Alert your credit card issuer if charges continue to be made on that account.

Immigrants should only seek advice from lawyers and trusted organizations since there are many fraudulent “immigration services” that will charge them and provide little or no real help. Information about the Public Charge Rule is available from the National Immigration Law Center at <https://www.nilc.org/issues/economic-support/pubcharge/>.

When you join a health club or hire a personal trainer, get a copy of the agreement that spells out the terms and cost. Don't rely on what an employee says about your ability to cancel and other things – if it's not in the contract it may be hard to prove promises that were made or hold the company to them.

Medical equipment is expensive and may not be covered by insurance. It's a good idea to consult with a physical therapist or other expert to be sure you order the correct equipment to meet your specific needs. Pay with a credit card so you can dispute the charges if you don't get what you were promised.

When you're financing a purchase through the seller it's important to carefully read the documents before signing them. Ask questions if anything is not clear. You might want to consult with a lawyer or other trusted advisor to make sure that you understand the terms and they're suitable for your situation.

Don't allow smooth-talking salespeople to persuade you to buy health or beauty products you don't really need or want. Read the agreement to make sure you know if it's a one-time deal or if you're committing to an automatic refill program and whether you can cancel if you change your mind.

Some states require health clubs to allow members to cancel with no penalty and obtain refunds under certain circumstances, such as when a customer moves more than a certain distance away or can no longer use the facility because of a significant illness or injury, or when the club fails to provide the services it advertised. But the personal trainer industry is largely unregulated, so it is important to read the contract for these services carefully before signing to make sure you understand the terms and conditions. As with health clubs, the best protection is to find a trainer that you can pay on a per-visit or monthly basis, without having to commit to a long-term contract.

Home Improvement/Construction

Steer clear of driveway pavers, painters, roofers, or other itinerant contractors that show up uninvited at your door. These are scammers whose only interest is to take your money. If they do any work at all, it is shoddy and incomplete. Don't let them in your house. Just say “no thanks” and contact the police after they leave. If you can, give the police a description of the vehicle and the license plate number.

Buying a manufactured home is a major investment. Ask the retailer or manufacturer to examine your lot to ensure that it is suitable and accessible before you make the purchase. The Manufactured Housing Institute provides a free construction planning guide online at <https://www.manufacturedhousing.org/wp-content/uploads/2016/11/1839temp.pdf>.

Pay only a small deposit when you contract for home improvement work; some state laws limit the percentage of the total price that can be requested upfront. Get a written contract that sets out the work and payment schedule. Payments should be proportionate to the work done and the supplies that have been ordered.

One way that homeowners can finance the purchase and installation of solar systems, replacement windows and other energy efficiency improvements is through PACE (Property Assessed Clean Energy) loans. These are authorized by local governments under state laws. The contractors enroll the homeowners in the PACE program and the loan payments are collected through their property tax bills. If

there is a problem – the tax payments are unaffordable, the sales company made misleading claims about energy savings, the installation was faulty or not done – the homeowner can't simply stop paying, because there is a tax lien on the property. If you are considering any type of loan that results in a lien, get legal advice to make sure you understand the terms and that it's suitable for you. Also check whether you are eligible for free or low-cost energy efficiency programs that might be better alternatives.

When a contractor arranges for financing for the homeowner, the lender may have some legal responsibility for problems with the work. If the loan agreement is adjusted because of misrepresentations made by the contractor, shoddy work, or failure to complete the job, be sure to get confirmation of that in writing and keep it in case any questions or issues arise later.

Be sure the home improvement contract specifies the date that the work will begin. While there may be legitimate reasons for delays, such as problems obtaining materials or other jobs taking longer than expected, the contractor should let you know and provide you with a new starting date. Contact your state or local consumer agency if the contractor is unresponsive.

New home defects can be expensive to repair and dangerous to ignore. Contact your builder immediately if you suspect that there may be structural problems and if they're not resolved, ask your local building inspector and state or local consumer protection agency for help.

Even legitimate home improvement contractors can run into financial or personal problems that prevent them from completing the job. Protect yourself by insisting on a contract that sets a payment schedule that is proportionate to the work that is done and the materials that are delivered. If the contractor has gone out of business, contact your state or local consumer agency for advice and assistance.

Subcontractors may be able to put liens on your property if the contractor hasn't paid them. Don't make the final payment until the contractor can confirm that the subcontractors have been paid for their work. Contact your state or local consumer agency for advice if you've been left on the hook for payment.

Before you hire a contractor, get a few estimates and references. Ask your state or local consumer protection agency if there are licensing or registration requirements, and confirm that the contractor that you're considering has complied with them before making any payment.

Home improvement or construction companies can go out of business suddenly, leaving the work unfinished. Some states have home improvement guaranty funds or require bonding for contractors to protect consumers. You may only be eligible for help if the contractor has met licensing or registration requirements, however. Before you sign the contract, check with your state or local consumer agency about the requirements and protections that may apply.

Don't put up with getting the run-around from a contractor if there is a problem with the work. Be persistent, and keep track of who you spoke to at the company, the dates, and what you were told. Contact your state or local consumer agency if you can't resolve the issue.

It's a good idea to get at least a few estimates for home improvement work, but the best price may not always be the best deal. It's also important to get references so you can ask previous customers if they were happy with the contractor's work and to check on any licensing or registration requirements.

Before you hire a contractor, get a few estimates for the work and references from other customers. If it's an emergency situation and you don't have time to do that, at least find out if there are licensing or

registration requirements that apply and confirm that the contractor has met them. Never pay the full amount until the job is done because you'll have no leverage if the work is incomplete or unsatisfactory.

Has a contractor left you with a leaky roof, holes in the walls where there should be windows, or other problems that are causing damage to your home? You may need to hire another company to remedy the problem if the contractor won't respond. If the work was covered by insurance, contact your insurance company first for advice about how to proceed.

Take pictures to document any damage a contractor has caused to your home and ask your local or state consumer agency for assistance if you can't resolve the problem.

If you've paid for home improvement work that was never even started, you may be the victim of a crime. Contact your state or local consumer agency.

Some states have enacted laws concerning solar sales and leases. Don't be pressured into signing a contract on the spot. Ask your state or local consumer agency if there are any requirements that the companies must follow. Next, insist the company provide you with information in writing about how any estimates of utility savings are calculated, what the total cost will be including maintenance, your cancellation rights, what warranties are provided, and what happens if you sell your home or no longer want community solar power. If you decide to go forward, make sure everything you've been told is spelled out in a written contract and that you're given a copy. The Solar Energy Industries Association offers guides for consumers at <https://www.seia.org/initiatives/solar-customer-resource-portal>.

Your home improvement problem may not be isolated. It's important to let your state or local consumer agency know so if there others in the same situation the complaints can be resolved in one action.

Have a problem with home improvement work? Try to resolve it directly with the contractor and if you don't succeed, ask your state or local consumer agency for advice and assistance.

Home Solicitations

It's hard to keep track of subscriptions. Make a list with the name of the publication, the date and amount you paid, and the expiration date, and update it when you renew. If you're not sure it's time to renew or how much it will cost, look for the publisher's contact information and check with it directly.

Telemarketers must get your permission before making sales calls to you using autodialing equipment or prerecorded messages. If someone is violating your robocall or other calling rights, chances are it's a scam. Telephone companies are working on ways to block unwanted robocalls and stop fraudulent Caller ID spoofing. Ask your landline and/or wireless phone service provider what tools are available to you. For more information go to <https://www.fcc.gov/consumers/guides/stop-unwanted-robocalls-and-texts>.

Household Goods

When you're thinking about purchasing a lift chair, an adjustable bed, or another piece of furniture where how it works and how comfortable it is are major considerations, don't buy it sight-unseen or assume that a new model is the same as the old one. Try it out in person to make sure it's right for you.

If a mattress is defective, don't take it lying down. Insist that it be replaced or that the store issue a refund, even if there is a "no returns" policy.

Check the cancellation and refund policy before you buy furniture or appliances. If you cancel an order, get confirmation from the store on your receipt or via email.

Identity Theft

Warning signs that you may be the victim of identity theft include withdrawals from your bank account that you can't explain, not getting your bills or other mail as usual, debt collectors calling about debts that aren't yours, unfamiliar accounts or charges on your credit report, and bills for medical services you didn't use. Learn more at www.consumer.ftc.gov/articles/0271-warning-signs-identity-theft.

If you are an identity theft victim, get information about the steps you need to take at www.identitytheft.gov. You can also report identity theft through that site. The information goes into a database that local, state and federal government agencies can access to aide their investigations.

Insurance

Your auto insurance policy explains what's covered and under what circumstances. But if you're in an emergency situation and the insurance company won't help, you're probably in no position to check your policy. Do what's necessary to resolve the problem, keep your receipts, and contact your state or local consumer agency or state insurance regulator (see list at https://www.naic.org/state_web_map.htm).

Internet Sales

You've heard the saying, "On the internet, no one knows you're a dog." It's also hard to know how healthy a dog is when you see it for sale online. Your best bet is to buy from reputable breeders. You can find breeder directories at the websites for the American Kennel Club, www.akc.org, and the American Cat Fanciers Association, www.acfacat.com/.

Do business online with companies you know and trust. If a company is unfamiliar, check its track record with the Better Business Bureau (see directory at www.bbb.org/us/list-all-bbb-locations/). But be aware that no complaints is no guarantee that a company is legitimate or that you'll have no problems...

Take care when making expensive purchases online, especially if the seller is located far away. It may be difficult and costly to send the item back if there is something wrong with it, and you may find that it's hard to resolve the problem if the seller is unwilling to cooperate.

Using a credit card is the safest way to pay for online purchases because federal law gives you the right to dispute the charge within 60 days of receiving the first bill on which it appears if it's for the wrong amount, you never got the merchandise, or what you got is different than what you were promised. If you don't discover a problem with an order until after that 60-day window, you may have a legitimate beef with the seller, but your ability to get a chargeback (refund) from your credit card issuer will depend on its internal policies. For the strongest protection, look for online retailers that promise delivery sooner than 60 days. Contact your credit card issuer right away if there is a delay in shipping or other problems.

Before you place an order online, look for a physical address and phone number on the company's website. You may need that information in case something goes wrong. If you don't see it, you may want to take your business elsewhere.

There is no automatic right to change your mind if you don't like something you bought online, so it's a good idea to look for information about returns and refunds before you place your order. Print that information out or keep a screen shot. You may want to reconsider if that information is not provided.

It's convenient to shop online, but if you can find what you need locally there could be some advantages. For instance, you don't have to wait for delivery and you may be able to assess the quality of items better when you see them in person. For tips about shopping online go to <https://www.consumer.ftc.gov/articles/0020-shopping-online>.

Just because it looks like an online seller has lots of followers on social media doesn't mean that the person or company is legitimate or that the products or services that are offered are good. Learn more at <https://www.consumer.ftc.gov/blog/2019/10/fake-followers-social-media-hoax>.

When you order something by phone, by mail, or online, federal regulations require the items to be shipped by the time promised, or if no delivery date was specified, within 30 days. If the delivery is delayed, you must be notified and given the options to wait longer or cancel for a refund. Contact your state or local consumer agency if you have a problem with an order and can't resolve it with the seller.

You have the right to expect that the products you buy online will be delivered in a timely manner and will work properly for the purposes for which they were sold.

Landlord/Tenant

Read the lease or rental agreement carefully before you sign. If you have any questions about the legality of the terms and your rights as a tenant, consult with your state or local consumer agency.

Natural disasters such as wildfires, hurricanes, blizzards and tornadoes can lead to increased demand for basic necessities, including housing. Some states prohibit sellers from raising prices for certain types of products and services if an official state of emergency has been declared. If you suspect price gouging is going on, report it to your state or local consumer agency.

Tenants are generally only responsible for damage or other problems they and their guests cause. If your security deposit has been wrongly withheld or you're charged for something you shouldn't be and you can't resolve the matter with your landlord, ask your state or local consumer agency for help.

Keep records of your rent payments in case questions arise about whether you made them on time.

Many states require rental property meets specific safety and health standards. If you call your landlord about a problem, follow up with a letter and keep a copy. The time limits for landlords to make repairs may depend on the seriousness of the problems; your state or local consumer protection agency can provide information about your rights and how to enforce them if the landlord doesn't cooperate.

While landlords generally have the right to inspect their property, they should respect tenants' rights to privacy. These rights may be spelled out in state or local laws and rental agreements. Contact your state or local consumer agency if you think that your landlord is entering your unit without proper notice.

No matter whether you pay for utilities directly or they're included in your rent, the landlord is responsible to ensure that the infrastructure to provide basic necessities such as heat, light and water is properly maintained. You may be entitled to a rent adjustment or to break your lease if it is not.

Before you rent housing with the option to buy, have an attorney review the agreement and negotiate changes if needed to protect your interests.

Real Estate

Own a timeshare you don't want or can no longer use? Avoid companies that ask for fees upfront to sell your timeshare, regardless of whether they succeed, and don't believe them if they claim they have eager buyers waiting. Consult with a licensed real estate broker or agent who can tell you if there is a market for your timeshare and will only take a fee if it's actually sold. For more information about timeshare resale scams go to www.consumer.ftc.gov/blog/timeshare-resellers-quick-money-promises.

If you are buying a home, condominium, or vacation home that hasn't been built yet, consult with an attorney about whether a performance bond or other protections can be built into the sales agreement.

The board of directors of a homeowner's association sets the rules owners must abide by and is responsible for collecting fees, maintaining the common areas, and enforcing the rules. There may also be state or local laws that apply. If you have a problem or question about your rights, consult the association rules. Your state or local consumer agency may be able to provide advice and assistance.

Retail Sales

Use gift cards and gift certificates as quickly as possible, as businesses can close without warning and there is no guarantee that you'll be able to get the unused value.

When a business makes a promise to you and doesn't keep it, ask your state or local consumer agency for help. Be sure that you have proof of what the deal was and how much you paid.

If a business doesn't provide the goods or services you paid for, it's a breach of contract. You should be able to get your money back. Changes in ownership can complicate matters, as the new owners may not be responsible for the previous owners' obligations. Consult with your state or local consumer agency.

There is no automatic right to return merchandise to a store if you decide you don't want it, but there may be a requirement under state law for the business to clearly post its return and refund policy. When a business is closing, the policy is often "all sales final." You may still have the right to return merchandise, however, if it's defective. If you aren't sure of your rights under the circumstances, ask your state or local consumer protection agency for advice.

You see a great deal advertised, but when you try to take advantage of it you discover there are charges or limitations that weren't disclosed. That's not right! Advertising should be truthful and tell you the important things you need to know about the offer. Report misleading advertisements to your state or local consumer agency.

If a store closes and you have a manufacturer's warranty, contact the manufacturer for repairs. Some service contracts and warranty programs are provided by third-party companies that are separate from the retailer or manufacturer. Those agreements may still be in effect even though the store has closed. Look at your paperwork and contact the service or warranty provider directly to confirm you're covered.

There is a lot to consider when buying a new phone, and the shopping experience can be overwhelming. Make sure you understand the total cost, the terms of any financing and price reductions, and the cancellation and refund policy. Get everything in writing and a receipt for your payment.

Businesses can close suddenly, taking customers' deposits and pre-payments with them. If you paid with a credit card, you can dispute the charges with your card issuer. Your state or local consumer agency may be able to help you get a refund or resolve other problems with the company.

Never buy expensive items such as artwork on impulse. If the deal is legitimate, it will probably still be there tomorrow. Go home and do some research about the value of the artwork. The Smithsonian Museum of American Art offers helpful tips at <https://americanart.si.edu/research/my-art>. If you are arranging for financing, read the terms carefully. And remember, a sale is not “final” if you were misled, but it’s important to get the terms of the deal and all claims about value and provenance in writing.

Services

If you’ve got a pest problem, do some research to determine if you can take care of it yourself or need professional help. You may be better off hiring a service to deal with a specific infestation rather than entering into a long-term contract that covers animals or insects that may not even exist in your area. Learn more at <https://www.epa.gov/safepestcontrol/tips-selecting-pest-control-service>.

Never pay the full amount for services until you have actually received them. If any advance payment is requested, ask what it is for. Get a written contract that shows when the services will be performed. If there is a problem and the service provider won’t respond, contact your state or local consumer agency.

Some types of services require licensing or registration. This can help protect you, especially if the service provider must complete training and pass a test in order to do the work. Before you contract for a service, ask your state or local consumer agency if licensing or registration is required, what it entails, and how to confirm that the service provider has met the requirements.

Paying for services with a credit card rather than a check gives you added protection because you can dispute the charges if they aren’t performed or are not done correctly.

For information from the Social Security Administration about representative payees go to <https://www.ssa.gov/payee/>. There are also good resources from the National Disability Rights Network at <https://www.ndrn.org/issues/representative-payees/>.

Dishonest immigration consultants can do more than just rob people of their money; if they fill out your application incorrectly they can damage your chance of success. Only licensed attorneys or nonprofit organizations that are authorized by the U.S. Citizenship and Immigration Services (USCIS) office can give you legal advice or represent you to obtain legal status. For more information go to www.uscis.gov/avoidscams or call 800-375-5283, TDD 800-767-1833.

When disasters strike, prices for products and services that are urgently needed may increase. Some state laws prohibit sellers from raising prices for certain types of products or services in emergency situations. If you suspect price gouging, report it to your state or local consumer protection agency.

The U.S. Department of State provides information about international adoptions, including how to find accredited adoption service providers, at <https://travel.state.gov/content/travel/en/Intercountry-Adoption.html>. Even when you work with an accredited provider, however, there can be problems that disrupt or derail the adoption process. Your state or local consumer agency may be able to advise and assist you if the company does not or cannot fulfill its promises.

Making funeral arrangements can be stressful. As with any major purchase, it’s important to get a contract that specifies what will be done and when, and to follow up with the seller if the products or services are not provided. Don’t pay the full amount before everything you were promised has been done. The nonprofit Funeral Consumers Alliance provides information about planning funerals and your legal rights at <https://funerals.org/>.

Interested in a home security system? There's a lot to consider to choose the system that fits your needs and your budget. Don't buy a security system from someone who comes to your door or calls you uninvited. Do your homework and shop around. Consumer Reports provides a guide to security systems at <https://www.consumerreports.org/cro/home-security-systems/buying-guide/index.htm>.

If you're considering a pest control service, shop around to compare costs and check the company's reputation with sources such as the Better Business Bureau and online reviews.

If you're not getting the trash service you're paying for, contact the company and keep track of the dates and the names of the people you spoke to. It may also be useful to take pictures to document the problems. Contact your state or local consumer agency if need advice and assistance.

Towing

Look around before you leave your car somewhere. Are there signs posted? Are you parked in an area that requires a permit, or that is only for business customers? Are there time limits for parking there? Is it a visitor's space and is a "pass" required? If you think your car was towed or booted improperly or you were treated improperly, ask your state or local consumer agency for advice.

If your vehicle has been towed, pay with a credit card if you can because you can dispute the charges if they are incorrect. Get a receipt, and check with the city or town in which the tow occurred to ask if the tow rates are regulated and how they apply in your case.

Travel and Transportation

Taxis are usually regulated by the municipalities in which they operate. Pay with a credit card, and look carefully at the receipt or the information on a handheld device that a driver is using to ensure that the amount is correct before you sign. Contact the taxi regulator or the consumer agency in the area if there are any problems that you can't resolve with the taxi company.

If you're making arrangements for travel within a country outside of the U.S. or between one foreign country and another, it may be cheaper to book directly with a foreign airline or travel agency, but it could be harder to resolve problems. Consider using a travel agency in your local area that'll be easy for you to contact and work on your behalf to deal with cancelled flights and other issues that may arise.

If you can't resolve a problem with a cruise line directly with the company, your travel agent can help if you used one; if not, ask your state or local consumer agency for assistance.