CONSUMER
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2021 Consumer Complaint Survey Report

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Introduction

Consumer Federation of America ("CFA") is pleased to present its annual report of complaints made to consumer agencies during the year 2021. CFA conducts an annual survey of city, county, and state consumer agencies across the country about the complaints they received in the previous year, which CFA then merges and analyzes in this report. This report serves as a tool to identify the problems facing consumers in states across the country and inform the work of CFA as we continue to advocate for consumer protections in the marketplace. We are incredibly pleased to work with the participating agencies, as they provide a critical "boots on the ground" perspective to nonprofits like CFA and much needed relief to residents of their communities. The work of these agencies is frequently overlooked, and this report provides an opportunity to spotlight their excellent consumer protection efforts.

The onset of a global pandemic in 2020 created a shift in the types of problems consumers faced, the volume of complaints received by agencies, and the operating methods of these agencies. Many agencies had to take a creative approach to their work, like relying on volunteers, taking consumer complaint phone calls from home, and restructuring their intake process. While the pandemic continued in 2021, agencies continued to adjust and serve the public while managing continually new types of complaints regarding issues such as fluctuating eviction moratoria and other housing protections, implementation of vaccine mandates, changing masking policies, and fraudulent vaccination clinics and documents.

Twenty-three agencies from 15 states participated in this year's survey[1]. These agencies vary in their functions and authority, but generally serve consumers in three main capacities:

1. Mediation of a wide variety of disputes between consumers and businesses;
2. Initiating enforcement actions (or referring to the appropriate government agency) to stop bad practices and obtain restitution for consumers; and
3. Conducting education and outreach programs to warn consumers about common fraudulent practices and provide useful tips and advice.

The 2021 Survey[2] asked consumer agencies to provide the following information, and each item is included in this report:

1. Top 10 categories of complaints (using the agencies' own categories);
2. Examples of illustrative consumer complaints received by the agency;
3. Statistics about the number of complaints and the amounts recovered for consumers;
4. COVID-related complaint examples; and
5. The agency's biggest success in 2021.

1 See Appendix A for a listing of participating agencies.
2 The 2021 survey was shorter and asked fewer questions than in years past, partly to accommodate staff changes at CFA while maintaining the same timeline for release and publication.

Key Findings

- **Auto sales and repairs are the #1 complaint category. This is the sixth year in a row where this category tops the list.** Consumers continue to file complaints with agencies regarding a host of auto issues, including mechanical defects, incomplete repairs, titling issues, failure to provide an accurate price, spot delivery practices (yo-yo sales)[3], and failing to pay off traded in vehicles.

- **The nature of COVID-related complaints began to change.** CFA's 2020 report reflected that the top complaint stemming from the pandemic pertained to price gouging. This year's report reflects that while this was the same in 2021 for some agencies, other agencies reported that complaints changed to issues like masking policies, vaccine scams, and housing issues.

- Several agencies reported an **increased number of complaints pertaining to landlord-tenant issues.** The Supreme Court struck down the Centers for Disease Control and Prevention (CDC) eviction moratorium in 2021, after which states and localities provided varying relief to tenants. Consumer agencies have had to stay informed about these changing and complex laws to effectively assist thousands of consumers seeking relief.

- Many agencies reported that they **have been able to respond to increased complaint volume despite significant staffing shortages and a new work environment.** The participating agencies have been able to maintain flexibility and creativity to resolve complaints and conduct public outreach programs.

- Together, **the participating agencies provided over $119 million in relief to consumers through mediations and administrative and court enforcement actions.** These agencies also collectively handled over 208,000 consumer complaints. Notably, this relief figure is likely an underestimate as not all agencies included enforcement actions in their totals. Additionally, agencies provided non-monetary relief (i.e., housing counseling[4]) and unique forms of monetary relief to provide consumer benefits on a larger scale[5] which are not reflected in this monetary amount.

- Agencies vary widely in their categorization of complaints. While the top 10 categories are reflected below, **there were some notable complaint categories not included in the top 10**, such as new home sales, warranty coverage, price gouging, vehicles for hire, pools, petroleum, furniture sales, government agencies (unemployment assistance, wage recovery, etc.) and complaints about cemetery, funeral home, and monument purchases.

[3] CFA joined a petition to the Federal Trade Commission on April 29, 2022 asking the FTC to prohibit yo-yo sales. https://consumerfed.org/press_release/consumer-groups-petition-federal-trade-commission-to-prohibit-deceptive-yo-yo-auto-sales-practices/.

[4] The Massachusetts Neighborhood of Affordable Housing program, for example, provides housing counseling and guidance to consumers.

[5] *See, e.g., Complaint Examples – Utilities*, and the Ohio Attorney General's case against internet provider Frontier Communications, Inc., which was required to invest $15 million in capital expenditures to improve internet access.

Top Ten Complaint Categories

1. **Auto Sales and Repair.** Complaints about the sale of new[6] and used automobiles (pricing, advertisements, mechanical defects, etc.) as well as issues related to the repair of vehicles.

2. **Landlord Tenant.** Complaints about rental housing conditions, security deposit disputes, and rent increases.

3. **Home Improvement Repairs and Contractors.** Complaints about home improvement contractors or repairmen, including quality and completion of work and licensure status.

4. **Retail Purchase Issues.** Complaints about purchase of merchandise (both over the internet and from a brick-and-mortar store), such as goods arriving late, receiving the wrong product or a defective product, and refund and exchange policies.

5. **Consumer Debt and Credit.** Complaints about lending issues (including mortgages), banking, debt collection, credit reporting, and other financial services.

6. **Frauds and Scams.** Complaints about various scams ("charge pending" scams, fraudulent lotteries/sweepstakes, IRS calls, etc.), elder fraud, and identity theft.

7. **Utilities.** Complaints about utility providers, including gas, electric, cable, telephone and internet providers.

8. **(TIE) Healthcare and Wellness/Robocalls and Telemarketing.**
Healthcare and Wellness: Complaints about quality of services of healthcare providers, billing practices, fitness and wellness centers.
Robocalls and Telemarketing: Complaints about robocalls to consumers' homes and cell phones.

9. **Professional Services.** Complaints about services provided by licensed and unlicensed professionals,[7] such as carpet cleaning, photographers, DJ's, etc.

10. **Travel and Recreation.** Complaints about hotels, travel cancellations and refunds, moving and storage company complaints.

[6] Note that some agencies, like the Connecticut Department of Consumer Protection, and the Georgia Attorney General's Office, have a separate "lemon law" unit or program. Lemon laws cover new vehicles for which the manufacturer is liable for defects.

[7] With the exception of home improvement contractors, as most agencies have a separate category for this conduct.

Agency Complaint Examples

We asked agencies to provide us with real-life examples of complaints they have received, and below are their submissions pertaining to each of the Top Ten categories.

1 Auto Sales and Repair

Florida Department of Agriculture and Consumer Services DACS

Consumer purchased a truck and seven days later the engine failed. The truck was towed in, and the dealership told the consumer that it would use the warranty to cover the repairs and they would pay the deductible. When the consumer went back to the dealership, he was advised that he would have to pay for the repairs. The Florida DACS notified the dealership of the complaint, prompting the dealership to send a full refund and a copy of the check for the part that failed.

A dealership referred another consumer to a repair shop for a new motor, where the shop quoted them $1,400 for a used motor. The shop advised the consumer that it replaced the motor due to a problem with the catalytic converter and billed the consumer $1,400. **After driving the car for an hour and a half, the consumer realized that the vehicle was not repaired and that issues remained with the catalytic converter.** After 15 days, the vehicle was no longer driveable and the consumer again asked the repair shop to fix the vehicle. The repair shop promised to replace the replacement motor, but upon getting the vehicle back for the second time, the consumer realized that the motor was not repaired. The Florida DACS notified the dealership of the complaint, prompting the dealership to send a full refund, which was satisfactory to the consumer.

Consumer took their truck to a repair shop and discussed a list of particular upgrades and repairs, and the shop owner said he'd begin ordering parts that day. **The consumer paid the shop for the parts, but the shop neglected to perform the work for several months and did not provide an estimate nor an itemized invoice.** The consumer eventually brought the police to the shop to retrieve his vehicle and learned that no repairs had been performed and none of the items he purchased had been installed. The owner admitted that he had not ordered the parts and still neglected to provide an invoice, and refused to provide a refund or the parts to the consumer. The Florida DACS notified the shop of the consumer's complaint, and the shop responded that that the parts were purchased through a different company. Although the shop claimed that it is against policy to issue refunds for custom parts, the money has been refunded to the consumer.

Consumer Tips

Get your own financing before going to the dealership.
You will save a world of time and hassle, and you can prevent the dealer from sneaking in extra fees if you can show up to the dealership with a pre-approval or a check from your own local lender.

Have a mechanic inspect the vehicle before agreeing to purchase.
It is well worth it to pay your own mechanic for an honest opinion about whether the car is in good condition and safe to drive.

Do your homework.
Have the dealership provide you with a VIN so that you can check NHTSA's website for open recalls, get a report from the National Motor Vehicle Title Information System and do a google search of the VIN.

(FL) Broward County Environmental and Consumer Protection Division

Consumer stated that he purchased a car from the dealer, and they told him that if he should have any issues with the car before 30 days are up that he could bring it in, and they would repair it. However, he stated that he did just that, but they never addressed the problem. He stated that when the brakes on the car started to make noise, he took it back, but they told him the tires were the problem and he paid $300 to change the tires. He stated that the brakes on the car were still making noises and they kept dismissing his concerns. He stated that he would like them to fix the issue because he did take the car back within the time frame yet, they are stating that he came back after the 30 days. A Broward County Consumer Affairs analyst reached out to business and was able to mediate a resolution and at a discounted rate of $100 so brakes could be repaired. Both parties were satisfied with the resolution.

Georgia Attorney General's Consumer Protection Division

Georgia Auto Gallery, LLC – The office alleged that **this auto dealership misrepresented its vehicle prices by listing vehicles for sale for a specific amount designated as a vehicle purchase "price," when in reality, that price was only the vehicle's down payment.** In addition, the dealer allegedly violated the federal Truth-in-Lending Act ("TILA") by advertising "down payments," but failing to clearly and conspicuously advertise the required related financing terms including the annual percentage rate ("APR") and the terms of the loan. To resolve these allegations, Georgia Auto Gallery has corrected its website and paid a civil penalty. The dealer agreed to future compliance provisions which require it to advertise its prices in an accurate and non-misleading manner and abide by TILA's advertising requirements.

Although the practice has been prohibited in Georgia for a number of years, **a number of auto dealerships engaged in the deceptive practice of excluding its dealer fee from its advertised prices.** This practice deceives consumers who believe a vehicle is available for purchase at a specific price and are then surprised when the actual purchase price includes an additional, undisclosed charge. These undisclosed dealer fees often run $600, $800, or even more. The non-disclosure of a routinely added non-government fee by the dealership impedes the consumer's efforts to compare prices prior to purchase, and places motor vehicle dealers who are advertising properly at a competitive disadvantage. Seventeen auto dealers[8] entered into settlements to cease excluding the dealer fees from the advertised purchase price. Civil penalties were assessed on behalf of the State.

Maryland Attorney General's Office

Consumer purchased a used vehicle and was issued a temporary tag. **Five months later, despite numerous phone calls and trips to the dealership, he was not able to get his permanent license and the dealership stopped taking his calls,** hanging up on him when he called to try to resolve the issue. After mediation with our office, consumer was provided with his permanent tags.

Consumer took her vehicle in to have a power steering pump replaced, but three weeks later, the power steering went out and the car had to be towed to the facility where it was discovered that a hose ruptured and leaked all the power steering fluid. She was then charged for the repair of the hose as well. Consumer felt that the hoses should have been checked when the original repair was made, and they a sought a refund of the money paid to repair the hose as well as some of the labor costs of the original work. After mediation through our office, the consumer was refunded the cost of the repair to the hose as well as an additional $100 towards the cost of the original repair.

[8] https://consumer.georgia.gov/organization/about-us/accomplishments-division-0 (See "Automotive - Dealer Fees")

New York City Department of Consumer and Worker Protection

A consumer purchased a vehicle from a used car dealership for $46,295. **The consumer stated the business charged them $9,000 more than what was initially agreed on.** The consumer stated there were some issues with the vehicle and filed a complaint with DCWP for help. After mediation, the business agreed to refund the consumer $11,050.

A consumer went to a used car dealership to purchase a vehicle that he saw advertised online for $26,050. The consumer provided a down payment of $5,000. However, a few weeks later, the consumer received documents from his financial institution that stated he paid $38,228 for the vehicle. The consumer filed a complaint with DCWP, and through mediation, the business agreed to refund the down payment of $5,000. The consumer was satisfied with this resolution.

South Carolina Department of Consumer Affairs

A consumer filed a complaint approximately 30 days after trading in a vehicle. **The dealership was responsible for paying off the vehicle in the amount of $20,012.20. The consumer was getting calls regarding the payment being late on the vehicle and tried to explain the vehicle should be paid off.** The consumer made multiple attempts to resolve the matter with the dealership and no one was returning her calls. The consumer filed a complaint with our office outlining the failure of the dealer to complete the payoff and concerns of how it would affect her credit score. We sent the complaint, and the business responded within three days. They apologized for the inconvenience and indicated it was an error on their part. The business also offered to resolve any negative information if it showed up on her credit report.

A consumer purchased a vehicle but never received information on where or how to make the monthly payments. **After several months, the vehicle was repossessed. The business responded to our office stating they were unable to secure financing for the consumer.** Our office worked with the dealership to obtain and return the consumer's personal belongings left in the vehicle and, in the end, assisted with getting the vehicle back to the consumer.

(VA) Fairfax County Department of Cable and Consumer Services

A couple purchased a 2016 Acura MDX from a dealership. **After the couple test drove the vehicle and left the dealership, the vehicle began jerking after the vehicle moved from the stopping position.** The couple contacted the dealership, and the couple returned the next day for the car to be inspected. The dealership told the couple the car needed a software update and transmission flush. Once the car was done, the dealership told the couple to drive it 500 miles and the problem would be resolved. After 500 miles, the vehicle had the same issue along with a screeching noise. The couple returned with the vehicle and was told by the dealership that a new transmission was needed. The dealership informed the couple that they had to pay 30 percent of the cost to replace the transmission. The couple requested a full refund for the vehicle. After Fairfax DCCS investigation and mediation, the dealership stated the couple purchased the vehicle as-is. However, the dealership authorized the transmission be replaced at no charge to the couple. The value of the work performed was $3,500.

2 Landlord Tenant

(D.C.) Office of the Attorney General for the District of Columbia

Two young female college students entered a six-month (January 3, 2021 through July 2, 2021) lease agreement at an apartment complex located on a college campus. They moved out a month prior to the end of the lease and paid the full last month's rent, left the apartment in perfect condition, and relinquished their keys. Expecting to have their security deposit returned, they were informed by the leasing agent that they needed to provide a sixty-day notice prior to moving out. **The apartment not only kept their security deposit but also charged them additional fees and threatened to report them to collections.** Unable to make any progress with the business, one consumer's mother reached out to OAG on behalf of her daughter. OAG contacted the business, and the consumers received a refund of $2,334.23.

(FL) Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services

Consumer stated he entered into a lease agreement after viewing a property and paid deposits totaling $7,023.00 to rent a home in Tampa Bay, FL. **The tenant immediately began to have problems upon moving in, including stains, marks, and discoloration from what appeared to be mold and mildew throughout the residence on the walls, in the closets, and a large wet spot seeping up through the floor in the kitchen under the dishwasher.** They reported that a strong smell of mildew became apparent during this time as well that was not noticed upon walk through.

Other issues involving leaks were immediately found and the management company was contacted to attempt a resolution. A plumber and general contractor were brought in by the property management company and while the plumber found several issues only a few were repaired, the representative from a general contracting company arrived at the residence and to obtain moisture tests. During the time the representative was on site he allegedly accused the complainant's wife of pouring water on the floor to cause damage; the representative was asked to leave as he appeared to be hostile towards them. Code enforcement was contacted, and cases had previously been filed with them. The complainant believed the landlord deceived him by leasing the property knowing it was not code compliant and had serious issues.

After receiving this complaint, Hillsborough County Consumer Protection Services contacted the property management company in an attempt to resolve the dispute. The company did provide a full refund to the complainant in the total amount of $7,023.00. Additionally, once the property was vacant, repairs were completed to bring it up to code, making the property safe for future tenants.

Consumer Tips

Document everything.
Take pictures and videos of problematic conditions, make sure communications with your landlord are in writing, follow up on verbal conversations with an email, and keep receipts for items you have fixed or paid for.

Do a walk-through of the apartment with your landlord when you move in and when you move out.
Take pictures of the apartment when you move in and move out and give the landlord a written list of any conditions you notice.

Don't ignore eviction notices or court summonses.
Be proactive and learn if you have grounds to fight the eviction or if you should comply with it right away. If you see a paper with a court date, make sure that you show up to court or confirm with your own attorney that you do not need to be there.

Florida Department of Agriculture and Consumer Services

Consumer alleged that her rent increased on March 1, 2021 to $964 for one bedroom, and again on November 1, 2021 to $1,371 (noting that the property was in the same condition). Consumer explained that initially the contract was with her mother who passed away, and that she was now unable to pay the rent. Consumer felt intimidated by the notices and requested assistance in finishing the lease agreement or returning her security deposit and providing time to find a new residence. The Florida DACS notified the landlord of the complaint. The landlord responded that both parties agreed that the rent may be increased during the term of the lease in the rental rate is determined based upon guidelines issued by the Florida Housing Finance Corporation. The business indicated that it has the legal right to increase the rent and did so in accordance with the lease agreement.

Consumer was renting a condo in Miami with his family for two years. They noticed a leak in the ceiling and contacted the landlord to repair it, but the landlord did not respond. Consumer noted that his mother fell because of the leak. At the time of move-out, the consumer explained that they cleaned and covered/painted nail holes in the wall. **During the final walkthrough, the agent said the walls looked bad and kept the security deposit in order to repair the leak, clean the condo, and paint the wall.** This cost over $3,200, and the consumer was frustrated because he intended to use this money to pay for college tuition and books. Consumer requested assistance and asked for a return of the security deposit, noting also that he believed this was an unfair practice that takes advantage of many non-native English-speaking tenants.

The Florida DACS notified the landlord of the complaint. The landlord responded that the "tenants have no evidence to support any of their claims" regarding the leak. The landlord declined to refund the security deposit, claiming that:

> "[T]enants have failed to abide by the contract and addendum clauses. After leaving the unit in inadequate conditions, they pretend to get full deposit back to pay for college tuition. As previously advised the tenants, they should have planned accordingly, as most of our tenants do, if considered getting a full refund. We have been in business for over six (6) years, manage over 100 units and never had a claim or lawsuit regarding a security deposit. It is our obligation to act and abide by the law to avoid claims or exposure that can harm our company and business."

Married couple filed a complaint alleging that they were being charged $619.16 against their security deposit by a contractor to return the property to its original state. The consumer communicated with the contractor to obtain an explanation of the amount, but only received a handwritten receipt with the total and believed that his responses were vague and unhelpful. The consumer noted that prior to vacating the unit, he and his wife painted and cleaned the entire apartment and offered to pay $55 to the contractor to resolve the issue. Florida DACS notified the business of the complaint, prompting it to provide a return of the security deposit to the consumer. The business stated that it was not the owner and that it contracts with third parties to perform the work in these apartments.

Consumer, a social security recipient, filed a complaint noting that her rent was scheduled to increase by $310 in three months, which she believed was too expensive. Florida DACS notified the landlord of the complaint, and it responded that it sent a renewal notice to the consumer and increased the rent because her prior amount was "below-market." The consumer subsequently executed a lease renewal.

(MD) Howard County Office of Consumer Protection

Consumer was living in an apartment with her husband, from whom she was separating. She gave notice to the apartment that she was not renewing the lease and moved out. Her husband did not move out. **Consumer requested that her name be taken off the lease as she had given proper notice**, understanding that her husband would have to qualify for the apartment himself or move. With OCP's help, the landlord agreed to remove her name from the lease.

Maryland Attorney General's Office

A tenant was residing in an apartment that he later learned did not have a license to rent. As a result, he decided to move. **After moving out, he was sent a bill for $10,000, with no explanation of the charges, despite the fact that he gave proper notice to move out.** After mediation, our office was able to have the landlord not only remove the charges, but also report this to the credit agency as an incorrect charge so it would no longer appear on his credit report.

North Carolina Department of Justice – Consumer Protection Division

A tenant in Charlotte, North Carolina, rented a house. **The air conditioning went out on July 1, 2021, and the tenant submitted a work order to the property manager. After almost two weeks, the repairman was unable to fix the unit.** The tenant filed a complaint with the NC DOJ, which wrote to the landlord with a copy of the tenant's complaint. The landlord responded that it had trouble diagnosing the issue but was finally able to repair it, and a landlord offered a rent concession to the tenant for the time the air conditioning unit was undergoing repairs. The matter was successfully resolved.

Tennessee Attorney General's Office Division of Consumer Affairs

Consumer filed a complaint against her apartment complex indicating that the unit had a severe mold problem that had not been properly addressed. The consumer stated that the current volatile renter's market and need for a deposit on a new place was making it difficult for her to be able to move. Complaint was mediated and the business was responsive. The business indicated that the apartment had been properly cleaned, but as a courtesy, the consumer was allowed to break the lease without penalty and was not charged for pet damages upon moving out. The business also stated that the consumer was able to receive a state Covid relief payment to assist with her future accommodations.

(VA) Fairfax County Department of Cable and Consumer Services

A female tenant rented a condo unit from a private landlord. When the tenant vacated the unit at the end of the lease agreement, the tenant stated the unit was thoroughly cleaned. The tenant stated she never received any follow up concerns from the private landlord after he conducted the move-out inspection. The tenant contacted the private landlord who stated he needed more time to refund her security deposit. **The tenant alleged the private landlord failed to return her security deposit.** After Fairfax County Department of Cable and Consumer Services investigation and mediation, the private landlord returned the tenant's $2,400 security deposit to the tenant's satisfaction.

Wisconsin Dept. of Agriculture, Trade and Consumer Protection

A tenant filed a complaint against their landlord because they consistently heard noises in the walls and felt the landlord was not properly addressing a rodent infestation. The Bureau contacted the tenant to let them know the department would mediate their complaint and sent a copy of the complaint to the landlord requesting a response. The landlord responded with a proposed action plan which the consumer found satisfactory. The landlord indicated they took steps to resolve the rodent issue and hired a professional to inspect that work. They also provided a $500 rental credit to the tenant for an upcoming month.

3 Home Improvement Repairs and Contractors

(D.C.) Office of the Attorney General for the District of Columbia

A female consumer had water damage in her condominium due to a flood. She contacted a repair company for an estimate, which came out for an inspection and gave the consumer an estimate of $10,000. The consumer was waiting to hear back from her insurance company before approving the work, and in the interim the repair business provided air scrubbers and dehumidifiers. A few weeks later the consumer informed the business that the claim was not approved so she would not be moving forward with engaging the business. The business acknowledged the cancellation and returned to pick up their equipment. Two months later, the consumer received a bill from the business seeking payment of $11,467.67 for fully remediating the property. The consumer tried resolving this directly with the business but they continued to send her bills. The consumer had also chosen another company, who performed the work. Fearing being sent to collections, the consumer contacted OAG. Eventually, the consumer and business agreed through mediation to settle the matter for fee of $2,612.41 for basic mitigation.

Consumer Tips

Make sure the contractor is licensed and registered in your state or locality.
Contact your local consumer agency or attorney general to find their license and to see if they have any complaints filed against them.

Avoid contractors who use high pressure tactics.
This includes conduct like door-to-door sales, demanding the entire payment in cash up front, or telling you the “deal” is time sensitive.

Always get a written contract before allowing work to begin and before you pay.
The contract should be clear about the scope of the work, it should include their business name and license information, and you should make sure that no parts of the contract are left blank.

(FL) Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services

The complainant reported that he hired Ryan Custom Construction LLC to renovate their master and kids' bathroom. They signed the contract and made a deposit according to the contract in the amount of $11,540.00 which was 1/3 of the total contract amount. The contractor agreed to finish the first bathroom (master bathroom) within 5-6 weeks with work to start within 2 weeks after signing the contract. **The work start date was pushed back several times, more than three months after the initial payment was made. Once construction started, the struggle to get the contractor back continued, and week after week the contractor came up with a new excuse for not showing up.** After some work was done, they asked for another payment of $5,100 and promised they would catch up and finish the job on time. The complainant agreed in hopes the work would be done on time as they were told. Another payment was made after more work was done in the amount of $3,500. In the conversation involving the payment, the contractor allegedly stated that his boat broke (presumably the payment would help him with his problem), but after the third payment, the work more or less stopped. After receiving this complaint, Hillsborough County Consumer Protection Services contacted the contractor in an attempt to resolve the dispute. We were able to get the company to come to an agreement on $16,858 but ultimately the matter was referred to law enforcement for a potential criminal case.

(FL) Pinellas County Consumer Protection

Consumer contracted with a person to add on a room addition which included roof work, electrical, air conditioning, plumbing, drywall and painting. **This person turned out to be an inexperienced unlicensed contractor but had a friend who was a licensed contractor who eventually applied for building permits to make the work appear legitimate.** Work did start on the job however, during construction, rain was allowed to get into the home causing flooding in the construction area, severely damaging the interior walls and insulation. When the consumer tried to call both the licensed and unlicensed contractor during the incident, their pleas for help were ignored for several days. Desperate for help, the consumer made additional payments to the unlicensed contractor to keep the project going and to address flooding concerns. However, the work was never completed and the consumer was left with an unfinished project. After filing a complaint with Pinellas County Consumer Protection, our investigation confirmed the scope of violations and the unlicensed contractor was charged with multiple criminal violations, including unlicensed contracting as well as workers comp violations. The Subject later pled guilty to these charges, was sentenced to two years of probation and ordered to pay $36,450 in restitution to the victim.

A senior couple hired a contractor to install new flooring. The job was subcontracted to another entity and the work was not satisfactory. The floor had to be taken up in two different rooms and reinstalled. During the process, the installers caused damage to the floor and claimed the elderly couple caused the damage. The couple indicated they weren't even able to move the furniture themselves. The installer also damaged some of their furniture but paid to have it repaired. Although unhappy with the job, the couple felt they had to pay in full.They contacted the contractor and sent him photos showing the areas of concern. The contractor failed to respond to or address their concerns, so the couple turned to Pinellas County Consumer Protection for assistance.Through our informal mediation process, the parties agreed that the contractor would provide a $1,000 refund to resolve the matter.

New York City Department of Consumer and Worker Protection

A consumer hired a home improvement contractor to do renovations and paid a deposit of $14,900. **After paying the deposit, the consumer found out that the building board did not approve the job and the renovations could not be completed.** When the consumer requested a refund on the down payment, the business declined. The consumer filed a complaint with DCWP and, through mediation, the business agreed to refund the consumer $11,600 because the contractor did limited work. The consumer was satisfied with the resolution.

A consumer hired a home improvement contractor to change the façade of his home. The job cost $34,840 and the consumer paid the business a $15,000 deposit. **Due to COVID, the work was delayed and the business did not start on time.** The consumer canceled the contract, but the business refused to issue a refund for the deposit. The consumer filed a complaint with DCWP, and through mediation, the business agreed to refund the consumer $12,183. The consumer was satisfied with this resolution.

A consumer hired a home improvement contractor to install a new roof and paid the business $11,800. **After completing the job, the consumer was very dissatisfied with the work and stated that the roof was done incorrectly so sought compensation for property damages.** The consumer filed a complaint with DCWP and, through mediation, the business agreed to refund the consumer the full amount of $11,800.

Tennessee Attorney General's Office, Division of Consumer Affairs

Consumer entered into a contract with a local construction company for a home remodeling project. The company collected a down payment of $2,835. **The company then never showed up and continued to provide excuses to the consumer about the delays**. The consumer eventually asked for a refund of the down payment. The contractor kept promising to send it but never would, leading the consumer to file a complaint. The complaint was mediated and after several attempts to reach the business, the refund was completed to the consumer.

(VA) Fairfax County Department of Cable and Consumer Services

A male homeowner contracted with a window company to replace 48 windows in the home on December 21, 2020. **The homeowner claimed when the contractor came to install the windows, the contractor found missing parts, wrong sized windows, and not enough supplies to complete the project.** The contractor scheduled a date to wrap the exposed windows while waiting for the parts and the correct windows to arrive. The homeowner requested the work be completed in a timely manner. After Fairfax County Department of Cable and Consumer Services investigation and mediation, the contactor stated they were in the process of rectifying all issues and that all work will be inspected. After five months of delays, the contactor installed all the windows, and the homeowner was compensated due to the delays. The work was valued at $39,000.

Wisconsin Dept. of Agriculture, Trade and Consumer Protection

A homeowner paid $889 to a business to install a new garage door. Several months later, the check had been cashed, but no work had been done. The Bureau contacted the consumer to let them know the department would mediate their complaint and sent a copy of the complaint to the contractor requesting a response. The contractor responded with a proposed resolution which the consumer found satisfactory. The business indicated communication with the homeowner had been difficult, but provided a full refund of $889 after our contact.

4 Retail Purchase Issues

(FL) Pinellas County Consumer Protection

A consumer purchased two recliners from a home furnishing store for $4,000. **After just four months of using the chairs, the leather began to peel and the consumer was unsuccessful in getting the company to refund his money, per the warranty.** Unable to resolve the matter, the consumer reached out to Pinellas County Consumer Protection for assistance. Through our informal mediation process, we were able to work with the parties to find an acceptable resolution. The Subject agreed to fix the chairs and provide replacements parts as well as extend the warranty on the chairs. The consumer was satisfied with this outcome and was appreciative of our efforts to help resolve the matter.

Connecticut Department of Consumer Protection

A woman complained that **an advertisement for a local restaurant was misrepresenting that an item in one of its promotional meal offers was included at no additional cost.** We notified the restaurant of the misrepresentation in its advertisement. The Respondent denied that advertisement represented the item as being included at no additional cost and provided an updated menu that appeared to remedy the misrepresentation. Nevertheless, the misrepresentation remained on its website. An investigator visited the restaurant and discovered that the older menu with the misrepresentation remained posted on the wall and was being distributed to consumers. After presenting the evidence of its continuing misrepresentations, the restaurant agreed to update its website, remove the misleading menus from its restaurant, and to update the menu posted on the restaurant wall. A credit was also issued to the consumer who filed the complaint.

Connecticut Department of Consumer Protection cont'd

Connecticut law prohibits any seller from imposing a surcharge on any buyer for the method of payment the buyer uses but does allow a seller to offer a discount to induce the buyer to pay by cash, debit, or check rather than by credit card. **We received complaints that a local pizza chain was adding a 3.99% surcharge and was not disclosing this charge** until after the consumer presented a credit card for payment.

The chain claimed to be imposing a 3.99% service charge on every purchase and that buyers paying with cash would receive a 3.99% discount. Subsequent investigation, which included anonymous visits by an agency investigator, confirmed that the chain was not disclosing that its menu prices reflected a cash discount. The investigation also confirmed that the chain was not imposing a surcharge on buyers paying with cash but only on those paying with credit card. The chain fixed its menus at all its locations to accurately reflect the correct prices for its items.

(MD) Howard County Office of Consumer Protection

A couple purchased a new bed frame, adjustable mattress base and mattress from a local furniture store. They were assured that all the pieces would work together. **When the store delivered the pieces, the crew warned the consumers that the adjustable base would not work with the bed frame, and would, in fact, damage the frame if it was installed. The consumers rejected delivery of the frame.** The salesperson and manager insisted that the pieces would work and re-sent it out for delivery. Again, the delivery staff said it would not work. OCP Investigator contacted the corporate office of the furniture store and negotiated the delivery of an appropriate bedframe which would actually work with the adjustable base.

Consumer Tips

Be wary of online retailers asking for payment in the form of wire transfers, money orders or gift cards.

Using a credit card can allow you to dispute the charge with the card issuer if you do not receive the goods or they were not delivered as agreed.

Many states require stores to post or provide their refund policies to consumers.

Make sure that you review these before you purchase an item, including understanding how and when to return the item, who pays for any associated shipping costs or whether there is a “restocking fee,” and whether that “60-day guarantee” comes with any conditions.

North Carolina Department of Justice – Consumer Protection Division

The business in question (which operates nationally) installs and repairs HVAC Units. Consumer, an elderly woman suffering from dementia, was induced to sign a lease agreement for a new unit. **Consumer was not given a copy of the contract and was led to believe she was buying – not leasing – the unit.** The lease term was eight years and contained an onerous buyout clause, meaning consumer would have ended up paying far more than the cost of a unit purchased outright.

Our agency attempts to resolve single complaints such as this through informal dispute resolution. We did so in this instance, forwarding the complaint to the business and asking for a written response. The business, through its general counsel, sent a detailed response denying any deceptive practices. We deemed the response insufficient because we had received several other complaints alleging almost identical practices (which the general counsel similarly denied). We sent a letter laying out our concerns about the deceptive practices as alleged in all the complaints, resulting in lengthy discussions with the general counsel and attempted resolution of all the complaints.

We facilitated an agreement between the consumer’s estate (she passed away in the meantime) whereby the lease was terminated. The estate purchased the unit for a fair purchase price, receiving a credit, as it were, for the payments already made. Similar resolutions have been (and are being) negotiated for the other complainants. We are also discussing best practices for the business to adopt moving forward.

New York State Division of Consumer Protection

A senior woman purchased a microwave, including installation, from a large electronics retailer. **Over the course of seven months, the retailer repeatedly cancelled delivery appointments. They eventually admitted they did not have the microwave in stock, nor were they sure when they would have it.** When the consumer requested her order be cancelled and to be given a full refund, the retailer stated they could not provide a refund because the order included installation. The consumer continued to request a refund, and the company eventually agreed to cancel the order, but they stated the refund would take 30 days. The consumer contacted DCP for assistance. A DCP Consumer Advisor contacted the company on behalf of the consumer, and a full refund of $731 was provided to the consumer the next day.

A young woman purchased a down parka online from a high-end outerwear company. Soon after, the consumer returned the parka pursuant to the outerwear company's return policy. The policy stated that after returned items are received by the company's warehouse, they would send a confirmation email and refund the purchase price within 1-2 business days. **After eight business days had passed, the consumer still had not received any information about her return. She contacted the company by phone but could not get any explanation for the delay or information on when her refund would be processed.** The consumer contacted DCP for assistance getting $1,377 refunded back to her bank account. A DCP Consumer Advisor contacted the company, and the consumer received her refund the next day.

A man purchased a motorized sectional sofa from a large furniture store. **At the time of purchase, he also bought a five-year extended warranty. When the sectional was less than two years old, one of the recliner mechanisms stopped working.** The consumer filed a claim with the warranty company, and a service technician came to the house to inspect the sofa. The technician stated he would need to order the parts to complete the repair. About a month later, the warranty company contacted the consumer and stated they could not obtain replacement parts because the original furniture store has new owners and the new owners don't believe they are obligated to honor the warranty since it was issued prior to their ownership. The consumer contacted DCP for assistance in either getting the sofa repaired under warranty or to receive a full refund. A DCP Consumer Advisor contacted the company to try to resolve the issue. After two months and numerous back-and-forth communications, the Advisor was able to arrange for the furniture company to send their technician to the consumer's home to repair the sofa at no cost to him.

A man signed up for a 14-day free trial for an online software application. After trying the software, the man decided the software didn't meet his needs. **He submitted a cancellation request, and the confirmation stated he would not be charged. The next day, the consumer was charged the full cost of the software.** The consumer tried contacting the company but was not able to reach anyone by phone or email. DCP reached out to the software company on behalf of the consumer and through mediation was able to arrange a full refund of $430 to the consumer.

5 Consumer Debt and Credit

Georgia Attorney General's Consumer Protection Division

RNCR Consulting, LLC d/b/a RNCR Firm and Jessica Craft, Individually (jointly referred to as "RNCR") - RNCR Consulting LLC, which had formerly been known as Right Now Credit Repairs & Services LLC, was marketed by its owner, Jessica Craft, as a boutique management consulting firm operating in Georgia. Its services included consulting, credit restoration, credit score boosting, motivational speaking and real estate wholesale practices.

The Attorney General's Office alleges that RNCR violated the Georgia Fair Business Practices Act ("FBPA") by offering illegal credit repair services and misrepresenting affiliations. The company represented on its website that it had affiliations with Fortune and the Women's Business Enterprise National Council, which it did not have, and it falsely represented an affiliation with the State of Georgia through the use of the state seal.

RNCR entered into a settlement agreement that prohibits it from advertising, selling, consulting on, facilitating, acting as a referral service for, or otherwise engaging in credit repair/boosting service. RNCR agreed to remove the Georgia State seal from its website and any other business representations. In addition, the company paid the State a $20,000 civil penalty. An additional $10,000 penalty is due should any term of the settlement be violated.

Turtle Creek Assets, Ltd. ("Turtle Creek") - The Attorney General's Office alleged that Turtle Creek harassed and deceived consumers by: (1) failing to disclose that it was a debt collector attempting to collect a debt; (2) failing to provide to consumers, within five days after the initial communication, a written notice containing certain information required by law; and (3) threatening consumers with arrest or imprisonment if they did not pay a debt.

Turtle Creek entered into a settlement with the Attorney General's Office which required it to cease collections on all Georgia consumer accounts it owned and turn those accounts over to the Attorney General so that the accounts could not be sold or collected on in the future. Turtle Creek's debt portfolio represented a total contract value of over $19.8 million in purported consumer debt. In addition, the company paid penalties and fees of $41,500, and must fully comply with the federal Fair Debt Collection Practices Act and the Georgia Fair Business Practices Act in the future. If, during a three-year monitoring period, the company violates any provisions of the settlement, an additional $41,500 payment will immediately become due.

Consumer Tips

Check your credit report to ensure that recent changes to medical debt reporting are accurately reflected.
The three major credit reporting bureaus (Equifax, TransUnion & Experian) recently removed all medical debt that was paid after being sent to collections. Check your credit reports to ensure that any applicable items were properly removed.

Prioritize debts that can immediately harm you or your family if you fail to timely pay.
Rent payments, auto loans, court payments and child support bills should be prioritized, along with debts that can quickly become a burden to you and your family, like mortgages, real estate taxes, and taxes owed to the IRS. Further, you can contact mortgage servicers, auto lenders, student loan servicers, utility companies, credit card companies and other creditors to request new repayment plans, income driven repayment plans, deferments, and forbearance options. Make a request before missing a payment when possible.

Before taking out any loan, carefully review the terms, costs, and impact on your credit report and score.
When considering the cost of the loan, incorporate all fees into the annual percentage rate, which the lender may not do. Seek out installment loans with amortizing payments, rather than high cost, balloon payment loans, like payday loans, which cost drastically more. Avoid collateral based lending, which gives lenders a powerful tool in the event you miss a payment.

(MA) Neighborhood of Affordable Housing

Elderly couple, only one of whom was receiving social security income, fell behind in their mortgage payments because one of them became disabled and the other spouse was laid off during the pandemic. They reached out seeking assistance to apply for a modification, which was denied due to insufficient income. Our agency assisted in filling a Homeowner Assistance Funding ("HAF") application to receive the funding they need to become current. At this moment, they are awaiting the HAF decision.

Spanish-speaking senior couple lost income and fell behind with mortgage payments. Currently, they are both working and trying to get back on track. Our agency assisted them to apply for a modification and they got approved. However, due to the lender's mistake, their trial got terminated. Our agency is still in communication with the lender to solve the situation. Additionally, NOAH helped the homeowners to apply for HAF and they are waiting for a decision to be made.

Married couple's loan was transferred to a new lender after being approved for a modification. An agent from the new lender company advised clients to open a bank account and deposit the monthly payments there. They have done that for several years, and currently, they are facing foreclosure. The AGO, along with our agency has been assisting the homeowners to find proving documentation so the lender can accept the past due amount and remove additional fees to allow the homeowner to become current.

Ohio Office of the Attorney General

Advance Capital Solutions is a debt collection company operating in Canton. The case was part of an FTC/multi-state sweep to expose egregious debt collection practices. **An investigation revealed a pattern of illegal practices, including calling and harassing consumers' co-workers and family members, attempting to collect debts that consumers did not owe or had already paid, and failing to verify debts.** On Sept. 11, 2020, the Attorney General's Office sued Advanced Capital Solutions alleging violations of the Consumer Sales Practices Act and the Fair Debt Collection Practices Act. The litigation concluded on April 13, 2021, with an Agreed Consent Judgment Entry and Order. The settlement included a declaratory judgment, a permanent injunction, $7,000 for consumer restitution and a $19,000 payment to the Consumer Protection Enforcement Fund.

6 Frauds and Scams

Consumer Tips

Be cautious about cryptocurrency.
The rise of cryptocurrency and the lack of meaningful regulation has opened the door for scammers to prey on consumers. Paying with cryptocurrency is risky, as these payments do not come with legal protections, and are typically not reversible (such as the ability to dispute a credit card charge).

Never pay money to collect something like a government grant, a prize or a sweepstakes.
Scammers often convince you to pay them via a gift card or money order before they give you whatever they are promising. This is always a red flag.

Call a trusted friend before you make a hasty decision.
Scammers' most effective tool is creating a sense of urgency. They use a scary story to obtain a fast payment to avoid a terrible outcome ("your grandson is in jail," "we're about to cut off your electric," etc.). Before you pay them or make a decision, check in with someone to tell them what happened and what you are being asked to do.

(FL) Pinellas County Consumer Protection

Upon returning to her home from running errands, a consumer encountered an individual on her porch, representing a home security system company. The Subject indicated that his company had recently merged with the consumer's existing home security company, and he needed to change out the chip to her wall-mounted monitor to update the new system. The consumer had never met this individual and had no desire to change to a new company. When she mentioned she knew nothing of a merger and wasn't sure she wanted to have the new chip installed, the Subject threatened to remove her wall unit from her home. She then allowed him to replace the chip. The Subject indicated he needed her credit card for the new company's billing system. **She did not sign any documentation and did not receive a copy of any installation record, contract or agreement at the time of the solicitation.** After finding a charge on her credit card, she disputed it and received a credit. She also sent a written cancellation to the new security system and filed a complaint with Pinellas County Consumer Protection. Fortunately, there were no further charges against her card and she wasn't out any additional money. However, a home solicitation permit is required to conduct a home solicitation sale, which the Subject did not have. The judge ordered the Subject to provide an apology letter to the victim as part of his pre-trial intervention.

(OH) Cuyahoga County Department of Consumer Affairs

One consumer received a call from someone who claimed to be from Amazon. The call said there was a $699 charge for an iPhone pending against her account. The caller said if she didn't order the phone, he could help her get the money back. He asked her to download a remote desktop app. She did so and then went back to her bank account. He said he was putting the refund in her account – and she saw the funds appear on new line in her bank account – but it was $2,500 higher than expected. The scammer immediately began moaning that he made a mistake and had given her too much money. He said he wasn't able to take money out of her account and could only put it in. He said he was going to be fired, so she agreed to help. He instructed her to buy five $500 gift cards and read him the numbers. Later, she realized that, through the desktop app, he had moved money from her savings account into her checking account – so she had sent him her own funds.

Government impostor scams made up a quarter of all the scam reports we received in 2021. One woman who came to us in 2021 was actively paying money to three different scams: an IRS scam that was demanding immediate payments to cover alleged back taxes, a $50,000 sweepstakes scam; and a government grant scam operated off a phony Department of Health and Human Services Facebook page. She had already paid $4,000 to "Agent Donna Twinn" in an attempt to collect the promised grant – and her original call to us wasn't to report a scam but to see if we could prod the federal government to hurry up in paying her the grant funds.

7 Utilities

South Carolina Department of Consumer Affairs

It is important for our agency to protect consumers regarding financial transactions but there are times when we are able to close complaints consumer satisfied without a monetary credit, refund, or adjustment. **A consumer filed a complaint against a large utility company regarding lines that had been cut and left dangling in front of the consumer's home. The consumer had been trying to resolve the issue for a year.** Within 30 days of filing a complaint with our office, the business advised the matter had been resolved.

Ohio Office of the Attorney General

Frontier Communications provided internet services in Ohio, often to underserved areas of the state. Consumers complained about the quality and speed of the internet service. **An attorney general investigation revealed that the internet provider was charging customers prices for certain levels of internet speeds that the company knew could not be reached.** The investigation resulted in an Assurance of Voluntary Compliance entered on June 17, 2021. In the Assurance, Frontier agreed to invest $15 million in capital expenditures to provide or enhance existing internet services in Ohio and for Ohio consumers. Frontier must also cease advertisements that were deceptive in terms of the levels of internet speeds in certain pricing tiers. Consumers were given the option to discontinue the service with no cancellation fee or move to a lower-speed service package. The Assurance included an $825,000 payment to the attorney general for attorney fees and investigative costs.

Consumer Tips

The FTC explains that your credit history is an important factor in getting your utility services.
If you have been denied services, the company is required to send you a notice explaining the specific reasons for the denial.

Problems with internet services are quite common.
Remember that if you cannot resolve your complaint with the provider, you can contact your local public utilities commission, the Federal Trade Commission and/or the Federal Communications Commission.

8 Healthcare and Wellness

(FL) Broward County Environmental and Consumer Protection Division

Complainant originally called respondent to schedule a medical procedure. **It was not until she cancelled the procedure that she was told that she will need to contact the specific location branch/office to get the refund.** Complainant began paying for her procedure in June of 2020 making payments in increments. Her final payment was made in May 2021. The cost of the procedure was $6,300, she had a remaining balance of $3,000 before she canceled. She first spoke with Barbara, consultant, and then spoke with Sonia because she was told that Barbara was on maternity leave. When she called to discuss her refund, she was told to speak with Melissa because the accountant was on vacation. Respondent stated they sent the refund but did not want to show proof that the refund was direct deposited. A bank representative spoke with someone from the facility to inform them that there had not been a transaction (refund) deposited into the patient's bank account. The actual procedure was scheduled for June 8, 2021. Procedure was never performed. Complainant was told that the refund was sent from a third party, Quick Book. She contacted Quick Book and could not get any assistance. Broward County Consumer Affairs analyst reached out to the business and navigated the situation and was able to mediate a resolution. At first the business was unresponsive but after several continued attempts, contact was made and full refund of $3,000 processed.

Florida Department of Agriculture and Consumer Services

Consumer filed complaint stating that they burned their hand while cooking and were worried about potential infection. **The Medical Center told the consumer that they were an in-network provider for the consumer's insurance but was not told that the facility uses contractors who are out-of-network.** Consumer stated that the medical center did not explain this when they went to the medical center and provided their insurance card. As a result, they received a bill from a contracting company for $1,145.27. The billing department said they could not assist, and consumer requested assistance from FL DACS. FL DACS notified the business of the complaint and asked to provide a response in writing. The business responded that the consumer "was treated and discharged before being financially cleared therefore she was unable to be advised about the separate billing of the emergency room physician group." Business further stated that the emergency room group was in network and applied the contracted rate to the consumer's deductible. Business stated that the consumer was being sent an explanation of benefits which outlined her financial responsibility to the hospital and the group.

Consumer filed complaint stating that after a dentist visit for a crown replacement, they received written quote of $933, and paid $437 that day as their estimated portion of the bill. Several weeks later, **the consumer received an Explanation of Benefits showing that their responsibility was only $319.50 after in-network adjustments and was therefore due a refund** for $117.50 for this visit. Despite the office agreeing to pay the refund, consumer had not received the payment and learned that they were overcharged for a prior service as well in the amount of $132.50. FL DACS notified the business of the complaint, and the office completed the refund.

(D.C.) Office of the Attorney General for the District of Columbia

A female consumer attended her annual wellness doctor's visit. **The consumer's insurance paid for the visit but she was charged an additional $258.14.** Disputing the additional charge, the consumer requested that the doctor and billing manager provide her with the code used for the office visit, but they refused. The consumer contacted OAG and doctor's office waived the medical visit fee of $258.14.

Consumer Tips

The "No Surprises Act" became effective in 2022, aimed at protecting consumers from surprise medical bills.

Uninsured consumers have the right to ask for a "good faith estimate" of services before you get care and insured consumers are protected from surprise bills for things like emergency services and some copay amounts. If you believe you've received a surprise medical bill, contact the Center for Medicaid Services to resolve the dispute.

Credit reporting for unpaid medical bills is changing.

Beginning in early 2023, the three major credit bureaus will not report any unpaid medical bill of $500 or less on any person's credit.

8 Robocalls and Telemarketing

Florida Department of Agriculture and Consumer Services

Consumer filed complaint about a text message they continued to receive every few days despite attempts to block the text. Text reads ATT is giving you 200 dollars as a thank you for your business but you must claim it by today 40du.info/ FL DACS entered the complaint into its database and tracked to see if similar complaints were reported from the same telephone number, which allows it to determine if it should investigate further to determine any potential statutory violations to the FL Do Not Call statute. FL DACS notified the consumer that they are in receipt of the complaint submission and will track for similar complaints received. Unable to determine the party responsible for the communication.

Consumer filed complaint about a phone call which is a recording for "real estate with elan." FL DACS entered the complaint into its database and tracked to see if similar complaints were reported from the same telephone number, which allows it to determine if it should investigate further to determine any potential statutory violations to the FL Do Not Call statute. FL DACS notified the consumer that they are in receipt of the complaint submission and will track for similar complaints received. Unable to determine the party responsible for the communication

Consumer filed complaint about being harassed by an organization for many months and stated that each time the organization calls, the consumer asks to be put on their do not call list. The organization said they would remove the number, but the calls continued through the use of "spoofing" to avoid being blocked and the company used different aliases. FL DACS identified the charitable organization notified it of the complaint, asking that they provide a written response. The organization stated that the consumer's number would be added to its internal Do-Not-Call list, and apologized for any inconvenience.

Consumer Tips

Register on the national Do Not Call list and find out whether your state or county has a DNC registry.
Although scammers ignore these registries, being on these lists may stop some calls and allow you to file complaints with the FTC and the local enforcement agency.

Block robocalls using a third party service, app, or by changing settings with your phone provider.
The Federal Communications Commission has published a list of web resources for these services.

Wisconsin Dept. of Agriculture, Trade and Consumer Protection

A person who claimed to be with the Dept. of Education contacted a Wisconsin consumer via telephone offering her an opportunity to consolidate her school loans. The consumer agreed and made three $150.00 payments to the business before discovering no money had been credited to her loan. When she called the business, the business explained those payments were a fee for services which the consumer was not aware of. Our agency contacted the consumer to make them aware of telemarketing schemes and identity theft risks. We have attempted to contact the business but they failed to respond to every attempt. The Bureau is investigating the business's practices. A cease and desist was issued and further actions, including subpoenas and civil demands, may be issued. The business is currently not cooperating in our ongoing investigation.

9 Professional Services

Ohio Office of the Attorney General

Desiree Gilliam Pace and her business, Flowers by Des offered consumers flowers and floral services for weddings and other events. **Consumers filed complaints with the attorney general alleging that the supplier accepted money from consumers for flowers and floral services and failed to provide the promised goods and services, sometimes without any notice.** The Attorney General's Office sued both the business and its owner on Sept. 22, 2021, for violations of the Consumers Sales Practices Act. Counts included failure to deliver or provide refunds and misrepresentations to consumers of the status of their orders or refunds. The case is pending. Greene County Court of Common Pleas, Case No. 2021CV0446

Jessica Everhart Photography, a business operated by Jessica Everhart, offered to provide various photography-related goods and services. **Consumers complained to the attorney general that they paid the business for photography sessions that Everhart failed to attend or for photographs that were not delivered.** The Attorney General's Office sued Everhart on June 8, 2021, for failure to deliver, a violation of the Consumer Sales Practices Act. The lawsuit seeks a declaratory judgment, a permanent injunction, consumer restitution and civil penalties. The case is pending. Clinton County Court of Common Pleas, Case No. CVH20210164.

10 Travel and Recreation

Florida Department of Agriculture and Consumer Services

Consumer hired a licensed intrastate moving company and claimed that there was damage to a valuable piece of furniture as a result of the move. Consumer asked that the damaged item be fixed or replaced, and that the moving company file a claim for their insurance to repair or replace the item. The mover was notified of the complaint and asked to respond to the consumer's concerns in writing. The business responded to the complaint indicating that the replacement value exceeded their liability limit per pound and therefore the consumer would need to file a claim to their homeowners and or renters' policy to be reimbursed the damages.

Consumer filed a complaint stating that they paid $684 to a moving company to insure their goods in a move but believed that the moving company failed to submit a claim on their behalf to the insurance company. Consumer requested a refund of the $684, claiming that there was never an actual insurance policy in place. The mover was notified of the complaint and asked to respond to the consumers concerns in writing. The business responded that the consumer completed a statement of claim and was denied because the consumer elected $100,000 worth of coverage (with a $1,000 deductible) but declared that the actual cash value of the items in the move was $250,000. Therefore, the selected coverage during the shipment did not accurately represent the total value of the items in the care and custody of the carrier. The business indicates that they stand by the resolution of the statement claim provided to the customer in that they believe the consumer should file a case in small claims court if they wish to proceed further.

Consumer filed a complaint stated that a packing crew did not come back to complete the packing job on the second day. As a result, the movers only moved what had been packed, and the consumer had to pack and move items themselves. Consumer reported that items were missing and the company would not return their calls. During the packing, boxes were not labeled, items were not packed well (breakables under books, tape used on a wood jewelry box etc.). Consumer requested a partial or whole refund. Consumer unsuccessfully tried to dispute the charge.

FL DACS notified the mover of the complaint and asked to respond to the consumers concerns in writing. Business responded:

'We have never had a situation get to this level with your office...I have spoken to my team and looked over the paperwork, the customer was only charged for the actual work that was performed. Items they are claiming that we did not pack, they were not charged for. As far as the moving labor portion they were only charged for the hours my team was onsite working. In the complaint, it seems they were dissatisfied with the packing services we provided. I am willing to issue a credit for some packing, to rectify the unhappiness of our packing services. As far as any other complaints they have, I am also willing to issue a credit in order to rectify that situation as well. I will be sending an email to this client right after I send this email. To work with them on correcting this situation."

Consumer contracted with a moving company to move household goods from Wamego KS to Sun City West AZ. Company contacted consumer to say that the scheduled mover backed out, so they agreed to cancel the move and refund their $1,420.06 deposit. **The company did not refund the payment for over 3 months, blaming their financial institution for the delay.** FL DACS notified the company about the complaint and asked to respond to the consumers concerns in writing. The consumer received the deposit back shortly after this contact, stating:

"Thank you for your assistance. The mover called me the day after they received your letter and said they would refund my money immediately. I received a check for the full amount, $1420.06, in an overnight letter on Friday, October 8th. They ask me to notify your office they refunded my deposit and I am doing that right now. Thank you so very much for your help. We had about given up after four months."

Consumer Tips

File a complaint with the Federal Motor Carrier Safety Administration.
The FMCSA reviews complaint data when it decides whether to take enforcement action against an interstate moving company. Complaints are an invaluable resource.

Look out for the following red flags:
Getting a low estimate without seeing the goods or your home; the company does not have a business registration or website; the company asks you to sign blank documents.

Know the difference between a mover and a broker.
Brokers book your move and sell it to a moving company. Ask up front who you are talking to and what their responsibilities are.

Consumer filed a complaint about a moving broker and carrier who they believed defrauded them of a $1,240 payment and failed to provide any of the services they contracted for. Consumer reported that the "broker" is not a moving company but instead collects consumers' deposits then "pawns them off to unscrupulous carriers." Consumer requested a refund, for the carrier and broker to be fined and stopped from further conduct, and to be refunded for alternative services the consumer had to pay for. FL DACS notified the broker of the complaint and asked to respond to the consumers concerns in writing, and a copy of the complaint was referred to the US Department of Transportation. This client was refunded.

New York State Division of Consumer Protection

A couple purchased tickets in May 2021 to a concert at a large event venue scheduled for September 2021. Two weeks before the event, the venue implemented a vaccine mandate. **The couple tried to obtain a refund since the policy wasn't in place at the time they purchased the tickets, but the ticket seller refused to provide a refund.** A DCP Consumer Advisor reached out to the ticket seller and the venue, and the venue agreed to provide the couple with a full refund of $563.

Ohio Office of the Attorney General

MET Tours Cruises, an unregistered business operated by Kevin Lonseth, was a travel agency specializing in domestic and international vacation tour packages. **Consumers complained to the attorney general that they did not receive refunds for canceled trips for which they had either paid or put down deposits.** The Attorney General's Office sued Lonseth on May 14, 2021, for violations of the Consumer Sales Practices Act. Counts included failure to deliver, failure to honor contract terms and failure to register a fictitious business name. The lawsuit seeks a declaratory judgment, a permanent injunction, consumer restitution and civil penalties. The case is pending. Wood County Court of Common Pleas, Case No. 2021CV0167.

COVID Complaint Examples

Agencies told us about the consumer complaints they received pertaining to COVID issues, including the most common and worst types of COVID-related complaints they handled during 2021.

(CA) San Francisco District Attorney's Office

Most Common COVID-Related Complaint

Platforms providing short term rentals or event sales changed their refund policies after consumers entered into an agreement and had either cancelled reservations or event was cancelled due to COVID related issues. Consumers were not issued refunds.

In one particular complaint, the consumer booked a reservation in mid-2019 for a vacation in late 2021. They paid a deposit of over $6,000. Due to COVID travel restrictions they had to cancel the reservations in June, 2021 and notified the host and the reservation platform that they needed to cancel the reservation. They requested a refund of their deposit but were told that the refund policy they had originally agreed to had been changed and that that their reason for cancelling did not meet the new criteria. Businesses have refused to issue refunds, citing their terms of service despite the terms having been changed after the agreement with the consumer was made.

"In one complaint... the consumer paid over $6,000... but was told the refund policy had been changed and their reason for cancelling did not meet the new criteria."
San Francisco District Attorney's Office

Worst Type of COVID-Related Complaint

Towards the end of 2021 and in early 2022, unauthorized COVID testing sites began appearing throughout San Francisco. Some were in brick-and-mortar locations, others simply curbside tents and tables. These sites offered free PCR and rapid tests. They required that clients fill out forms containing personal and insurance information and took nasal swabs. Clients received results of the rapid tests within 15 – 30 minutes, but results of the PCR tests were never delivered. Our investigation found that the labs affiliated with these pop-up sites were often not certified testing labs. They did not have the necessary City permits to operate in San Francisco. Consumers who needed proof of a negative COVID test for travel, work or entrance to an event were unable to provide the needed documentation. Although the tests were free to the consumer, the government and private insurance were billed for the tests. Our office collaborated with the San Francisco City Attorney's Office, who was already looking into some of the testing sites and was able to get them to shut down.

Connecticut Department of Consumer Protection

Numerous consumers complained that a popular event venue was relying on the standard contract it made them sign to deny them refunds. The contract stated that no refunds would be available even if circumstances beyond the venue's control prevented the venue from performing. Consumers were at risk of losing thousands of dollars so they decided to reschedule although many were unhappy with being given no viable alternative. After issuing a subpoena in late 2020, and then taking testimony and reviewing evidence submitted by the venue in early 2021, we drafted a letter explaining our concern that allowing a business to retain payment for services it could not legally perform was an unfair and potentially unscrupulous act. We advised them that their standard contract left consumers at an unfair disadvantage and needed to be more appropriately drawn to allow consumers the choice of rescheduling their events or receiving a reasonable amount of their money back if the venue could not perform due to circumstances beyond its control. In 2021, we were able to secure a refund for one consumer and arranged for the deposits of another consumer to be held in escrow until two weeks prior to his scheduled event, with the deposits to be released to the consumer if the venue was no longer in business at that time. The venue also changed its standard contract to provide for refunds if it could not hold an event due to a force majeure event and if the venue could not agree with the client to reschedule on a date that was mutually acceptable.

(D.C.) Office of the Attorney General for the District of Columbia

Most Common COVID-Related Complaint

Consumers going to COVID testing sites and being charged along with their insurance company. A male consumer paid $195 in January 2021 to have a COVID test performed at an area testing site, and his insurance was also charged the $195 fee. Unable to receive his refund from the testing site, the consumer contacted OAG in May 2021, and the consumer received his full refund.

A consumer went to a local COVID testing site but had not received his test results fourteen days later. The consumer emailed the business and on day 15, the business responded, they would not provide him with the results. The consumer contacted OAG and was able to receive his results.

Worst Type of COVID-Related Complaint

As the COVID vaccines became available and required, fraudulent vaccines and vaccine cards were being made available online. Several consumers contacted OAG regarding an online posting for the selling of the COVID vaccine. The seller claimed to be a registered nurse, advertising the sale of his extra dose of the Pfizer vaccine for $500. The posting also stated that the vaccine had minimal side effects. OAG investigated the matter, and local and federal authorities are handling the matter.

A consumer contacted OAG regarding a Facebook posting by a male offering negative and positive COVID test results, COVID vaccination cards, and doctor's notes. No fees were listed just a contact number for the person. OAG forwarded this matter to the local authorities.

(FL) Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services

COVID affected our County in a unique way, with property values in our County increasing 30.6% over the figures in 2020. Our area is unique in that, while double-digit increases were being reported nationwide, the Tampa Bay area saw the largest price increases in rent nationwide as reported last year by Marketwatch.[9] While COVID is not the only reason for the market increase, it is part of the problem as the reporter in the article above noted "A lot of this demand can be attributed to vaccines opening up offices and city life, young adults feeling more confident to strike out on their own, and homebuyers needing to take a break from the red-hot housing market." With housing price increases came an increase in consumer complaints involving landlord-tenant issues. We are unable to address these issues as Florida has no rent control laws in place, landlords are able to raise rents as much as they like.

"COVID affected our county in a unique way, with property values in our county increasing 30.6% over the figures in 2020. Our area ... saw the largest price increases in rent nationwide as reported by Marketwatch."

Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services

[9] https://www.marketwatch.com/story/as-rents-skyrocket-here-is-where-theyre-increasing-the-most-hint-its-not-new-york-or-san-francisco-11631804785

Florida Department of Agriculture and Consumer Services

Most Common COVID-Related Complaint

FL DACS provided two examples of their most common COVID-related complaint, regarding consumers' receipt of refunds for cancelled cruises.

(1) Consumer filed complaint seeking a refund of $3,016.34 for a 6/8/20 cruise that was canceled by the Cruise Line due to Covid-19 after the company failed to send their money back. FL DACS sent the complaint to the business and asked for a response. The business responded that the refund had been issued and that the confusion was caused by the fact that the card the consumer used to pay for the reservation had been cancelled and a new card was issued.

(2) Consumer filed a complaint seeking a refund of $1,558.79 for a cruise purchased in February 2020 and cancelled due to COVID. Consumer had been seeking a refund for one year without success. FL DACS sent the complaint to the business and asked for a response. The business responded that the consumer only paid $1,299.78 because they received a discount, and that it had previously refunded $299.39. Business eventually refunded the remainder via a wire transfer.

Worst Type of COVID-Related Complaint

Consumer paid $17,490 for a European cruise in 2019, but the destination ports were subsequently changed by the cruise line due to COVID. The destination ports they selected were not of interest to the consumer (and were eventually canceled by the cruise line) and they attempted to obtain a refund. The company offered the consumer a voucher for a cruise to be booked by March, 2021 and to be taken no later than December, 2022, which the consumer declined. FL DACS sent the complaint to the business and asked for a response. Business responded and declined to provide a refund.

(FL) Pinellas County Consumer Protection

Most Common COVID-Related Complaint

Consumers reported that they were unable to obtain refunds for travel and lodging that they had booked prior to the pandemic. As travel restrictions were lifted, some consumers reported that they were unable to obtain a refund and/or credit due to contracting Covid, which hindered their ability to travel. Through Consumer Protection's mediation efforts, we were able to assist most consumers with rescheduling their travel or obtaining a refund of their deposit.

Worst Type of COVID-Related Complaint

We received numerous complaints involving a local company that was selling custom spa covers to consumers on the internet. Consumers were promised covers within 12-16 weeks of ordering, however, many customers waited 6 months or more and many never received the product. In most cases, the business offered a refund, less a $150 restocking fee. Consumers began to file complaints with our agency and, through our mediation efforts, were able to obtain their cover or were issued a full refund.

"We provided housing counseling, reviewed their finances, and helped in creating an action plan and a budget...[we] ultimately got them enrolled in a forbearance plan."
(MA) Neighborhood of Affordable Housing

(MA) Neighborhood of Affordable Housing

Most Common COVID-Related Complaint

During 2021, most mortgage lenders were unresponsive, and the waiting times were up to a couple of hours. The workout options offered by the lenders weren't clear, and there were no clear guidelines on how to proceed once the forbearance plans were over. Once our office got involved, we facilitated the communication and uncertainty with the lenders, and our staff was able to escalate cases as needed and communicate clear steps to our clients to follow.

(MA) Neighborhood of Affordable Housing Cont'd

Worst Type of COVID-Related Complaint

A co-borrower passed away due to Covid and the survivor partner could not afford the household expenses, including the mortgage payments. Once our agency got involved, we provided housing counseling, reviewed their finances, helped in creating an action plan and a budget based on the information obtained. We assisted the homeowner in communicating with the lender and ultimately got them enrolled in a forbearance plan.

(MD) Howard County Office of Consumer Protection

Most Common COVID-Related Complaint

Consumer filed complaint against fitness center, which closed during the pandemic. However, she continued to get her bank account debited for her monthly payment, even though she could not use the gym. The State has a law governing temporary closures which gave the consumer the right to extend the membership or provide a prorated refund. OCP contacted the business, which responded to the complaint by refunding consumer's annual fee and the payments taken out after the location closed.

Worst Type of COVID-Related Complaint

Consumers living at a mobile home park received a rent increase notice during COVID rent-increase restrictions. The increase was sent to residents after the County notified landlords that the law against rent increases was being lifted in the future, but before the actual date that allowed any increases. OCP contacted the landlord which pushed back the anticipated rent increase, so it took effect in the appropriate time frame.

Maryland Attorney General's Office

Most Common COVID-Related Complaint

The most common complaint reported to our office during the pandemic was for price gouging. Maryland did not have a price gouging statute prior to this, however, emergency legislation was passed at the beginning of the pandemic which prevented retailers from increasing their profit on Covid related supplies by more than 10%. This resulted in a large number of complaints as individuals reported any product for which they saw an increase in price that seemed unreasonable, regardless of whether the increase was due to shortages, increased costs from the manufacturers or gouging by the retailer. This legislation was time limited, but our office was able to look into most of the situations to determine if price gouging actually occurred by having the business present evidence of their profit on the product prior to and then following the start of the pandemic. While most cases were not found to be price gouging, there were certainly cases in which price gouging was found and our office was able to order the retailer to return the improper profits.

Worst Type of COVID-Related Complaint

There were many Covid related problems that were reported to our office, but probably one of the worst involved a major state university that had off campus housing for which the fall semester lease was required to be completed prior to when the pandemic began. Once the pandemic began, the university made a decision to have the large majority of their fall semester classes be remote. Students who had signed leases for the fall with off campus housing, however, were not being given the opportunity to back out of their leases unless the student could find someone else to take over the lease. This affected a large number of students who were unable to find a replacement and could not afford housing when the campus was essentially closed. After mediation through our office, the off-campus housing agreed to a reduced the fee to the students as a compromise, since they could not afford to return all the fees.

New York State Division of Consumer Protection

Most Common COVID-Related Complaint

The most common COVID-related complaint DCP received was about the disruption of travel and recreation due to the pandemic.

In December 2019, a man purchased tickets from a major ticket seller to an event that was subsequently postponed due to the pandemic. He was offered a full refund of $383 in May 2020, which he accepted. After not receiving the refund as agreed, the consumer contacted the company and was told that they were waiting for the event organizer to release the funds. The consumer repeatedly contacted the ticket seller over the following year, but he never received his refund. In November 2021 he contacted DCP for assistance. A DCP Consumer Advisor contacted the ticket seller, and shortly after, the man finally received his refund in full.

A man tried to book a cruise online using vouchers from a previously booked cruise reservation that was cancelled due to COVID-19. The consumer provided the travel agent three credit vouchers which should have covered the full cost of the cruise. During a follow up call with the travel agent, the man learned that only a small amount of one of the vouchers was redeemed. The man resubmitted the vouchers, and the travel agent stated she would submit them that day. A few weeks later, the man learned that the vouchers still hadn't been redeemed. The travel agent could not explain why the vouchers weren't going through, and the man couldn't get a clear answer from the cruise company. The consumer reached out to DCP for assistance. A DCP Consumer Advisor contacted the cruise company and was able to resolve the matter. Upon full review, the cruise company was able to properly apply the vouchers to cover the cost of the new reservation. Additionally, the cruise company realized that the consumer should have received a refund of the tax and gratuity amount he paid for the cancelled cruise, rather than have it included in the voucher amount. The consumer received a $750 refund for the taxes and gratuity he paid for the first cruise, and because the vouchers were worth more than the cost of the new cruise, the consumer was able to keep a balance of $2,163 on one voucher for future use.

> **"Throughout 2021, [we] counseled unemployment insurance identity theft victims on how to protect their sensitive information, secure their credit, verify their identity…and avoid any tax repercussions due to the fraud."**
> New York State Division of Consumer Protection

Worst Type of COVID-Related Complaint

The worst type of COVID-related complaint DCP received in 2021 was unemployment insurance (UI) fraud and identity theft. Many victims learned of the fraud when they received mailed confirmations from the New York Department of Labor (DOL) that their UI application had been approved. Some reported that their employers had received employment verification documentation from DOL. Others discovered the UI fraud and identity theft when they tried to apply for benefits themselves. The most difficult cases were those of senior citizens and low-income New Yorkers who depend on public assistance, and the fraudulent UI payments suddenly disqualified them from the assistance they greatly need. They would learn of the fraud when they stopped receiving their benefits, a financial blow to many families. DCP worked closely with DOL, by identifying the most urgent cases to escalate for DOL review. Throughout 2021, DCP counseled UI identity theft victims on how to protect their sensitive information, secure their credit, verify their identity with DOL, and avoid any tax repercussions due to the fraud.

New York City Department of Consumer and Worker Protection

While DCWP did not handle any egregious complaints related to COVID in CY 2021, one type of complaint received was related to restaurant surcharges. A consumer called a restaurant to place an order for pickup. Upon arriving at the restaurant, the consumer noticed that the restaurant had automatically added a 20% COVID gratuity charge to the bill. The consumer was not told about this surcharge over the phone and did not see any mention of it on their website. When the consumer asked if this charge still applied even when you are not dining in, the restaurant worker said yes. The consumer paid but later found out that the COVID recovery charge only applies to dine-in orders. The consumer filed a complaint with DCWP, and through mediation, the restaurant agreed to refund the surcharge.

North Carolina Department of Justice – Consumer Protection Division

Our office received reports about fake COVID-19 vaccination cards as vaccines began to roll out in the first half of 2020. As a result, Attorney General Stein and Tennessee Attorney General Herbert Slatery led a bipartisan group of 45 attorneys general calling on Twitter, eBay, and Shopify to act immediately to prevent people from selling fraudulent CDC vaccination cards on their platforms. The attorneys general raised concerns about the public health risks of these fake cards in a letter to the companies' CEOs.

(OH) Cuyahoga County Department of Consumer Affairs

Unemployment insurance fraud was one of the worst in terms of numbers of complaints, but also because some of the scams were hard for consumers to detect. As the original wave of fraudulent unemployment benefit claims died out, scammers started targeting people who actually had filed for unemployment. The scammers sent out phishing texts warning people there was a problem with their unemployment application. When people clicked on the link, they were taken to a spoofed state unemployment website that captured their SSNs and passwords. At that point, the victims were transferred to the real Ohio unemployment site. Even though they had to re-log in, it was such a smooth handoff that it just seemed like a glitch. On top of that, the spoofed site had been secretly inserted in a real company's web domain without the company's knowledge. The page didn't connect to the rest of the site, so the company had no idea the page existed until they were contacted by our law enforcement partners.

Our multiagency Scam Squad[10] works to interrupt and warn about scams. We were able to issue alerts to Cuyahoga County residents, share information with our state and federal partners for dissemination elsewhere -- and one of our federal law enforcement partners was able to get the page taken down.

(PA) Bucks County Department of Consumer Protection

Most Common COVID-Related Complaint

The most common call we received from consumers that was as a direct result of Covid was the flood of rent increases once the national eviction moratorium ended and area landlords evicted tenants who had not paid rent, some for over a year. These losses incurred by complexes and private landlords, some of which couldn't afford their mortgages without this income, seems to have been a contributing factor causing the flood of rent increases we've seen locally and seemingly nationwide as landlords attempted to recover some of the losses incurred during the eviction moratorium that lasted well over a year.

The federal rent assistance programs created through funding from the CARES Act and HEROES Act were able to help many area tenants, however the program terms were sometimes restrictive, leading to many landlords being unwilling to go through the application process along with the tenant. Some tenants also weren't willing to supply paperwork or applications to receive assistance and waited for the evictions to be processed.

It's important to note that another factor, local natural disasters, may have also impacted availability of rental units, as well as pricing. These natural disaster events occurred in the summer of 2021. Our county experienced multiple tornadoes, which is extremely rare, as well as historic flooding events, which wiped out hundreds of homes and apartments, including some complexes in low lying areas within our county. These displaced residents spent months in hotels and temporary housing. As the units were refurbished many landlords raised rents significantly in an attempt to help offset the cost of the repairs. Many areas flooded were not in a flood zone, which would have required flood insurance. This left many landlords and tenants without coverage for the loss of property and personal items. Tenants' Renter's Insurance policies denied coverage since residents didn't have flood coverage. The Red Cross was extremely helpful to area residents during this difficult time and some limited federal aid was allocated in the form of low interest loans through the Small Business Administration. These loans were made available to affected homeowners and landlords needing funding to rebuild.

[10] https://consumeraffairs.cuyahogacounty.us/en-us/Scam-Squad.aspx

(PA) Bucks County Consumer Protection/Weights & Measures Cont'd

Most Common COVID-Related Complaint cont'd

Our agency provided information and referral to the locally enacted rent assistance programs funded by these federal assistance programs. We provided information on the eviction process and consumer rights to affected tenants. We were also able to help clarify program terms and the proper eviction process for some landlords with questions regarding how the programs work, which led to some additional landlords' and tenants' willingness to work with the programs to supply all necessary verification documentation.

In Bucks County there was a brief period of time after the eviction moratorium ended when there was an Emergency Court Order in effect enacted by our county's President Judge. The Emergency Order was issued and upheld by the PA Supreme Court upon challenge, allowing tenants to request a 30-day continuance to an eviction trial while they awaited processing of a rental assistance application through the county rent assistance program. This allowed time for the program to process the flood of applications received as eviction filings were beginning as the national eviction moratorium ended. This helped many residents to avoid being displaced and landlords to be made whole for up to 15 months of back rent.

Worst Type of COVID-Related Complaint

A local trash hauler discontinued service to some towns within our county on very short notice due to commercial driver licensed driver shortages. This left many consumers scrambling to find a replacement service and after multiple missed trash pickups prior to the cancellation many consumers had trash piling up at the curb as the cans were overflowing at this point. Some consumers had also just prepaid service for the year, some only paying for the next quarter, all leading to refund requests. The company wasn't willing to process refunds until the consumers allowed them to collect their trash cans as they stated the value of the cans outweigh the amount of the refunds due. The company took months to collect the trash cans from consumer's homes, which they claim was due to their employee shortage. They did begin processing refunds for consumers after their cans were collected however this was also a long multiple month process. A couple consumers are still awaiting a refund, although most have been refunded and had the trash cans removed from their property.

Our agency was able to get the owner of the company to the table to talk about refunds for missed pickup dates prior to their cancellation of all consumers service contracts in certain towns in our county. Our agency worked with the owner of the company until all trash containers were removed from the various neighborhoods and complexes and has continued to follow up on each affected consumers refund status until all are addressed. There are only a few outstanding refunds to be made at this point.

"A local trash hauler discontinued service to some town within our county on very short notice... our agency worked with the owner of the company until all trash containers were removed... and has continued to follow up on each affected consumer's refund status until all are addressed."

(PA) Bucks County Department of Consumer Protection

South Carolina Department of Consumer Affairs

Most Common COVID-Related Complaint

The most common Covid related complaints were related to travel, specifically reservations and deposits. From 2020 to 2021 there was a 74% reduction in travel complaints, but they still remained the top type of Covid related issue during 2021. Many trips and events cancelled due to Covid in 2020 were rescheduled for, and then cancelled again, in 2021. Many consumers had requested refunds from their original trips because they were concerned with traveling due to health. Others could not travel because of scheduling conflicts and still were seeking refunds. In total we were able to assist 17 consumers with refunds and adjustments in the amount of $81,491.04. In the examples below the consumers are South Carolina residents that were seeking assistance regarding an out of state travel business.

South Carolina Department of Consumer Affairs Cont'd

(1) In May 2021 a consumer reached out seeking assistance regarding a trip to Croatia cancelled in April 2020. The refund had been pending since the cancellation. Each time the consumer reached out regarding the status of the refund she was told it was pending, but due to backlog, would take 90 to 120 days. The consumer filed her complaint with our office in May 2021 and received her refund of $14,098.00 in June 2021. Consumer contacted our office to express appreciation for our assistance. She feels like without our letter, she would have still been waiting on her money to be returned.

(2) In September 2021 an elderly couple reached out to our agency regarding a trip to South America that was cancelled in March 2020.The consumers qualified for a full refund. Consumers had reached out to the business many times with no resolution. It had been 18 months since their initial contact with the business when they filed their complaint with our office. Our agency reached out to the business and in November 2021, the consumers received a full refund in the amount of $29,054.00. The consumers were extremely grateful for the assistance as they were afraid that they would never get the refund back and due to health concerns, both were unable to continue to travel.

Worst Type of COVID-Related Complaint

During this survey period we were able to assist a consumer regarding issues encountered as a result of availing herself of COVID mortgage relief. The consumer was upset and frustrated by alleged threatening letters and phone calls regarding the status of her mortgage. The consumer had taken advantage of the Covid Relief payment option offered by her servicer in April and May 2020. Due to an internal error, the consumer's payments made June 2020 through September 2020 continued to be applied towards just the interest portion of the amount due. In addition, when that issue was corrected, an incorrect interest rate was applied to the balance which caused an additional increase in the consumer's payment.

After our agency became involved in March 2021 the consumer received a credit in the amount of $37,796.91 for misapplied principal and interest payments. The Mortgage Servicer also had to provide the consumer with a corrected 1098 for interest paid in 2020. In addition, the business reached out to the credit reporting agencies to remove previously reported delinquencies and report the mortgage as current.

> **"After our agency became involved ... the consumer received a credit of $37,796.91 for misapplied principal and interest [mortgage] payments...The mortgage servicer also... reached out to the credit reporting agencies to remove previously reported delinquencies and report the mortgage as current."**
>
> South Carolina Department of Consumer Affairs

Tennessee Attorney General's Office Division of Consumer Affairs

Most Common COVID-Related Complaint

We received several complaints disputing Covid-testing bills. For example, a consumer filed a complaint stating her college-aged son went to a local care clinic to get a rapid Covid test that was required by his school. He had been tested several times at other places over the past year for school sports and had never been charged a copay or other fee. This clinic billed the consumer's insurance for a new patient visit. The consumer stated that her son was not told he would be billed for a new patient visit and he was not a patient, he was just getting a Covid test. The complaint was sent to the business along with a mediation letter from our office. The business issued a response indicating that receiving a Covid test at their facility involves a visit with a healthcare provider and an associated charge for that visit. While the charge for the test was covered by the insurer as required by law, the office visit was billed according to the consumer's policy. The consumer issued a rebuttal indicating that her son was not told about the specific charges. The business sent a final response stating that the patient provided his insurance information so that his insurer could be billed for all visit charges, to be offset by the copay as appropriate.

Tennessee Attorney General's Office Division of Consumer Affairs Cont'd

Many of the complaints that we dealt with in 2021 were more a result of a pandemic-affected economy and not as clearly defined as a Covid complaint. Our general consumer complaints increased significantly during this survey period – with our monthly complaint totals nearly doubling in the final half of 2021. Consumers submitted disputes regarding parts/products/services that could not be fulfilled due to continued supply chain issues. Reports of landlord/tenant issues rose, with consumers filing complaints ranging from evictions and rent increases to unfulfilled maintenance requests and mold. complaints ranging from evictions and rent increases to unfulfilled maintenance requests and mold.

Worst Type of COVID-Related Complaint

The landlord/tenant complaints from consumers who had major maintenance issues in their homes but were unable to move due to Covid-related circumstances were among the worst. A consumer filed a complaint stating that the hot water tank in her unit went out and the landlord had yet to fix it. The consumer went on to state that the landlord began mentioning eviction and threatened to shut off their electricity. The consumer was worried because her son is a diabetic and his insulin must be refrigerated. The consumer also mentioned that her family had nowhere to move as most places had a long waiting list due to Covid. Our office tried to reach out to the consumer because we needed more information to be able to assist with her dispute, but she did not respond.

(VA) Fairfax County Department of Cable and Consumer Services

Most Common COVID-Related Complaint

During the COVID-19 Pandemic, Fairfax County DCCS received complaints and advice inquiries dealing with tenant-landlord issues. Tenants were unable to pay rent and received notices of eviction by the landlord. Landlords were struggling to make ends meet. To address the ongoing issues, the Centers for Disease Control and Prevention put in place an Eviction Moratorium to protect tenants from being evicted or removed from their living space through June 30, 2021. Fairfax County created an Emergency Rental Assistance Program to assist tenants and landlords with rental issues. DCCS staff was inundated with these types of calls and were able to provide valuable resources.

Worst Type of COVID-Related Complaint

Complaints received during the pandemic were difficult at times because the business could not be located, or the business failed to respond to the complaint. Fairfax County DCCS received a complaint where a female consumer purchased seven airline tickets for her family to travel to Bolivia from a local travel agency. Both Bolivia and the United States closed all travel due to the pandemic. She reached out to the travel agency and was told by the business owner that a refund of $6,679 for the tickets would be provided. Unfortunately, the owner of the travel agency disappeared and failed to issue a refund. Through DCCS investigation and mediation, it was determined that the business could not be located. DCCS encouraged the consumer to work with her credit company and referred her to the United States Department of Transportation for assistance. A similar type of complaint was received by DCCS. A male consumer purchased tickets for a concert from a local business. The concert was cancelled due to the pandemic. Through DCCS investigation and mediation, the business was located and a refund of $60.41 was issued to him.

Virginia Attorney General's Office

Most Common COVID-Related Complaint

The most common complaint we received had to do with refund requests for cancellations as a result of Covid-related travel and/or capacity restrictions. Our Office received over 200 complaints against Ryadd, Inc., dba Ticketsonsale.com ("TOS"). TOS is a reseller of event tickets. TOS advertised a 100% buyer guarantee in the event of Covid-related cancellations, but then failed to honor the policy, and eventually changed the policy to remove the guarantee. Consumers were being denied refunds for events that were being canceled as a result of government-mandated capacity and/or closing requirements for public venues. Our office initiated an investigation of deceptive trade practices. A settlement was reached in April 2021 where TOS agreed to verify (1) that $183,450.67 in consumer refunds were made (2) that it set up a claims process for certain consumers that filed within 30 days of the settlement, and (3) that TOS extend the deadline to use credit vouchers that were being issued for certain claims.

Worst Type of COVID-Related Complaint

The worst type of Covid-related complaints we received related to evictions occurring during the national eviction moratorium. Our office does not handle landlord/tenant disputes, but we were able to provide complainants with the information needed to pursue the complaints with the appropriate agencies who could assist them.

Wisconsin Dept. of Agriculture, Trade and Consumer Protection

Most Common COVID-Related Complaint

We received numerous complaints regarding the cancellation and re-cancellation of events and travel services in 2021 due to COVID.

Two consumers from Wisconsin booked a trip to Morocco in July 2021 with a $2,703.69 deposit. The trip's cancellation policy stated a full refund would be provided if the consumer submitted notice of cancellation more than 60 days prior to the departure date. The US State Department listed Morocco on the no travel list due to Covid-19 on September 3, 2021 and the consumers cancelled their vacation. The Wisconsin consumers were unable to contact the travel agent or receive confirmation of their cancellation. The Bureau mailed a letter and copy of the complaint to the travel agency requesting a response and explanation. The business responded eight days later offering a full refund. The business provided the full refund of $2,703.69.

Worst Type of COVID-Related Complaint

A consumer filed a complaint that they were billed $200 by a medical service provider for a COVID test. The consumer rightly stated it is mandated that COVID tests be made available for no charge to the consumer. The consumer stated they contacted the provider about the bill, but the provider was unwilling to correct it. Our agency contacted the consumer and sent a copy of the complaint to the business, asking for a response. The business responded to us and the consumer, stating the bill was a mistake. The business refunded the consumer $200.

> **"The consumer … contacted the provider about the bill, but the provider was unwilling to correct it. Our agency sent a copy of the complaint to the business, asking for a response. The business responded to us and the consumer, stating that the bill was a mistake [and] refunded the consumer."**
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> Wisconsin Dept. of Agriculture, Trade and Consumer Protection

Agency Successes

We asked participating agencies to describe their biggest success from the year 2021, such as mediating a particularly difficult dispute, publishing a report about a consumer protection issue, starting an outreach program, or bringing an enforcement action.

(CA) San Francisco District Attorney's Office

Unique enforcement action against gun manufacturers/retailers regarding "ghost gun kits"

The San Francisco District Attorney's Office has taken several unique steps to reduce gun violence using tools that incorporate consumer protection techniques that have proven to be effective. Ghost gun kits, which commonly contain unfinished frames and receivers, can be used to assemble a fully functional weapon in as little as 15 minutes. In recent years, these untraceable firearms have been used in multiple tragedies in California.

The San Francisco District Attorney's Office, joined by Giffords and Keker, Van Nest, and Peters, LLP, filed a suit against Glockstore, Blackhawk, and MDX Performance.[11] The Attorney General's office now joins in that lawsuit, bringing into this litigation the information they have discovered through their years-long investigation. This groundbreaking litigation to prevent ghost guns from being dumped onto the streets of San Francisco and throughout the state of California will confront the gun violence epidemic at its source.

California Attorney General Rob Bonta, San Francisco District Attorney Chesa Boudin, Giffords Law Center to Prevent Gun Violence, and Keker, Van Nest & Peters, LLP, announced a joint effort against ghost gun kit manufacturer and retailers Blackhawk Manufacturing Group, Inc. (Blackhawk); MDX Corporation (MDX), and GS Performance, LLC (Glockstore). Gun kits sold by each of these three retailers can be used to self-assemble firearms known as "ghost guns." Ghost guns are firearms that are not serialized, which allows unlicensed manufacturers and illegal possessors to bypass standard California requirements such as registration and background checks, rendering them largely untraceable by law enforcement.

The Assembly of Firearms Law requires consumers who purchase a frame or receiver blank and assemble the firearm to apply to the California Department of Justice for a serial number and complete a background check to demonstrate that they are not prohibited from possessing a firearm under state or federal law. The complaint alleges that the companies undermine and evade the law and employ false and deceptive advertising practices by leading buyers to believe that frames and receivers purchased in gun kits are legal, without explaining the legal obligations they will face under the Assembly of Firearms Law if they assemble the firearm.

The California Unsafe Handgun Act requires handguns sold within the state to pass a firing test and drop safety test, among other requirements. The complaint alleges the defendants' business practices are unlawful, unfair, fraudulent, and in violation of the Act because the companies do not disclose to gun kit buyers that the law's requirements apply to them as individual private firearm manufacturers.

According to the complaint, Blackhawk and Glockstore also violate the California Manufacturer of Firearms Law by failing to comply with the requirement that certain California firearm manufacturers engrave all frame and receiver blanks with a unique serial number.

[11] A copy of the complaint is available at: https://www.courthousenews.com/wp-content/uploads/2021/08/SFDA-ghost-gun-suit.pdf.

(D.C.) Office of the Attorney General for the District of Columbia

Multistate settlement with Apple for iPhone "throttling"

In November 2020, OAG entered a multistate settlement with Apple. Apple will pay the District nearly $2.7 million as part of a $113 million multistate settlement for intentionally slowing down or "throttling" the performance of iPhone devices to cover up battery problems. The battery problems and performance throttling affected devices sold from 2014 to 2018. Under a consent judgment, Apple is required to provide clear and truthful information to consumers about battery life and health and to notify them if future software updates affect device performance. Apple is the largest public company in the United States. It consistently advertised its iPhones as premium products, with an emphasis on speed, performance, and battery life. Following a multistate investigation, Attorneys General alleged that Apple learned that battery issues were causing iPhones to turn off unexpectedly as early as 2012. Rather than disclosing the issues and replacing defective batteries, Apple hid this information from consumers. In January 2017, the company publicly released a software update that reduced iPhone performance to keep devices from unexpectedly shutting down. This and subsequent updates throttled iPhone performance on the iPhone 6, 6 Plus, 6S, 6S Plus, first-generation SE, 7 and 7 Plus. The Attorneys General also allege that Apple profited from intentionally slowing iPhones by selling millions of new devices to consumers who wanted improved performance from their phones.

The states alleged that Apple's misrepresentations and deception about battery life, device performance, and software updates were unfair and deceptive, and that Apple's conduct violated state consumer protection laws, including the District's Consumer Protection Procedures Act (CPPA). The CPPA prohibits a wide variety of deceptive business practices. Under the terms of the consent judgment, Apple must:

- Pay nearly $2.7 million to the District: Apple agreed to pay the participating states and the District a total of $113 million. The District's share totals $2,698,250.29.
- Provide truthful and clear information to consumers: Apple must provide truthful information about iPhone battery health, performance, and power management to consumers. Under the terms of the settlement, Apple must provide this information on its website, in update installation notes, and in the iPhone user interface itself. It must also provide guidance on steps consumers can take to maximize battery health.
- Notify consumers if updates will change phone performance: If future updates will impact phone performance, Apple must clearly and conspicuously notify consumers of those changes before they install the update.

(FL) Broward County Environmental and Consumer Protection Division

Resolution of complaints about new "private parking tickets" practice

Our office was able to investigate and mediate a new type of consumer complaint regarding private "parking tickets." Unlike towing or immobilization, this new practice had little to no oversight. A local county ordinance was passed that, while a step in the right direction, did not fully address the nature of the complaints. One of our analysts was able to identify the management of the company and initiate a level of communication that has been successful in mediating and resolving most of these cases.[12]

> **"Our office was able to investigate and mediate a new type of consumer complaint regarding private 'parking tickets'… and has been successful in mediating and resolving most of these cases."**
> Broward County Consumer Protection Division

[12] Broward County provided an example of this conduct, whereby a "parking ticket" was administered to consumer and to rental car company (Avis) by a parking management company. Consumer purchased a parking pass that allowed him to park in all city beach areas… and entered a private lot next to his hotel and upon realizing it was not county affiliated, exited. The company sent consumer a "ticket" for $90.95 and the rental car company charged a fee of $118.15 as well… After several phone and email communications the fee was waived.

Florida Department of Agriculture and Consumer Services

Successful management of increased caseload with reduced staff

We have been significantly understaffed for the amount of cases that we work on a regular basis throughout 2021. We have had difficulty filling vacant positions and our remaining staff are handling caseloads that are 4 times the traditional "normal" level per staff member. We have had to get creative and adjust how we handle and prioritize complaints. This has allowed us to keep up with statutory requirements along with addressing complaints at a reasonable amount of time based upon all of the circumstances were dealing with concerning staff shortages.

(FL) Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services

Successful handling of significant new enforcement authority and increased volume

Our biggest achievement over the survey period was to remain flexible as we moved through continued COVID surges and navigated new responsibilities. We took on a new ordinance that involves a "Tenant's Bill of Rights" which added additional responsibility to our small team to investigate allegations of discrimination by landlords who should accept government subsidy programs but who are not. The impact of the ordinance can be seen at the beginning of this report with that category of complaints making it to the #10 spot even in its first year (the ordinance went officially into effect on July 1, 2021). The biggest problem we encountered was continued steady flow of complaints and increased volume with the same number of staff; we are reviewing staffing levels for future increases. Overall, we have continued to operate partially from home and partially in the office, while taking on new responsibilities and remaining flexible in providing our services, all while recovering $533,436.39 for consumers in money, goods, or services during the reporting period.

(FL) Pinellas County Consumer Protection

Human trafficking task force and public awareness campaign

Pinellas County enacted a human trafficking public awareness sign ordinance in 2016 that is enforced by Consumer Protection. It requires public awareness signs to be displayed at certain business locations in a conspicuous location visible to the public and employees, to alert employees and the public about the existence, remedies and protections related to human trafficking.

Last year our agency became a member of the newly formed regional human trafficking task force. This year, we partnered with our Marketing and Communications department to increase PSA's, social media presence, and broadly promote community education, awareness, and training events related to Human Trafficking through the following:

- Developed a campaign to raise awareness of human trafficking activity in the Tampa Bay area ahead of and during the Super Bowl and Wrestlemania events, including a press release leading up to the Super Bowl urging a heightened awareness;
- Developed social media messaging utilizing the Blue Campaign and Tampa Bay Human Trafficking Task Force resources;
- Worked with our Economic Development Department to provide Blue Campaign resources/toolkits for transportation and tourism industry partners through their newsletter;
- Targeted social media campaign about online child exploitation; and
- Provided local law enforcement with Blue Campaign Law Enforcement guide and awareness & education materials to incorporate into their annual training.

Pinellas County was able to engage the public through 75 targeted social media posts and reached over 206,000 individuals with this human trafficking awareness information.

"Pinellas County was able to engage the public through 75 targeted social media posts and reached over 206,000 individuals with this human trafficking awareness information...."

Pinellas County Consumer Protection

(MA) Neighborhood of Affordable Housing

Individualized assistance regarding a foreclosure moratorium

During most part of the survey period, a foreclosure moratorium was granted without clear guidelines, therefore, homeowners were confused about the process they had to follow. Our staff was able to provide individual 1-on-1 counseling sessions, as well group counseling through webinars, about mortgage default. Our staff provided the most recent news about the foreclosure moratorium and its deadline. Additionally, our staff assisted the homeowners in creating action plans with defined steps to follow for the homeowners.

(MD) Howard County Office of Consumer Protection

Publication of tenant resource following eviction moratorium in multiple languages

The Office of Consumer Protection and its Advisory Board determined that the anticipated lifting of the moratorium on evictions would cause a need in understanding in rights of tenants and landlords. They produced "The Eviction Process in Howard County: A TENANT'S GUIDE." [13] The guide was targeted to residents who fell behind in their rent and were facing eviction. The guide contained valuable information including: (1) steps the landlord is required to take to begin an eviction process; (2) the process by which a case is scheduled before the District Court of Maryland for Howard County; (3) the Eviction Court Hearing; (4) After the Hearing; and (5) the Sheriff's Office Eviction Process.

The tenant's guide also contains information on additional resources from where to go for legal assistance to crisis intervention if the consumer becomes homeless. This Guide was translated into Spanish[14] and Korean,[15] and was made available for download on the Office's website.[16] The Guide was distributed through various Howard County agencies and non-profits.

Maryland Attorney General's Office

Maintained efficient handling of increased complaint volume despite reduced staffing

The pandemic created unique challenge for our office that went beyond that experienced by most office. Our office has always relied on volunteers to assist with the mediation of complaints.Once the pandemic hit, and we were forced to work remotely, however, we were no longer able to rely on assistance from our volunteers. For security reasons, the office could not grant them access to work remotely using their own computers and further, could not afford to provide them with laptops and cell phones to be able to do the job. As such, our staffing was suddenly diminished greatly, however the workload continued to grow. As a result, the job duties of staff had to encompass all that the staff had been doing, while also including the work usually completed by volunteers. To this day, we have still only been able to bring back a very limited number of volunteers, and, as a result of such a long lapse without their services, many have moved on to other things. As a result, our office is still experiencing lengthy backlogs, however, we have managed to change all of our procedures to all us to efficiently handle complaints as before.

"[We] produced 'The Eviction Process in Howard County: A Tenant's Guide…' [which] was translated into Spanish and Korean.."

Howard County Office of Consumer Protection

[13] https://www.howardcountymd.gov/sites/default/files/2021-08/EvictionProcessPAGES.pdf
[14] https://www.howardcountymd.gov/sites/default/files/2021-09/EvictionProcessSpanish.pdf
[15] https://www.howardcountymd.gov/sites/default/files/2021-09/EvictionProcessPAGES_KOREAN.pdf
[16] https://www.howardcountymd.gov/consumer-protection

North Carolina Department of Justice – Consumer Protection Division

First enforcement action against vaping company Juul

In 2021, North Carolina became the first state in the nation to hold Juul accountable for its role in the youth vaping epidemic, after being the first state to sue Juul in 2019. Our office obtained a court order with Juul that requires it to pay North Carolina $40 million to help kids conquer their addiction and make drastic changes to the way it conducts business to protect minors. Juul has fundamentally changed its business practices to ensure that it does not market or sell its products to people under the age of 21. The funds and business practice changes will help turn the tide against nicotine addiction among young people.

Since North Carolina's lawsuit, at least 13 other states have filed lawsuits against Juul. And North Carolina's fight against e-cigarettes continues – in November, Attorney General Stein:

- Filed a lawsuit against Juul's founders, including James Monsees and Adam Bowen, alleging that they personally participated in Juul's marketing strategy of attracting young users to their product, and seeking civil penalties and damages.
- Announced a statewide investigation into companies all along the e-cigarette industry's distribution chain, due to ongoing concerns about flavors, age verification, and marketing. That includes investigations into:
- Puff Bar, a company with kid-friendly flavors that is filling the youth market Juul created.
- Retailers across North Carolina that sell flavored e-cigarettes, including several located near middle and high schools.
- Distributors that help e-cigarette manufacturers deliver their products to retailers.
- Urged then-FDA Commissioner Nominee Robert Califf to take strong action on flavors when he was confirmed.

New York State Division of Consumer Protection

Child product safety campaign

In 2021, the Division conducted a child product safety testing campaign to ensure compliance with applicable New York State and federal safety standards. All testing was performed by a third-party Consumer Product Safety Commission ("CPSC") accredited laboratory. A random sampling of 9 children's toys were tested for lead and phthalates. Where appropriate, specific products were tested for mechanical hazards. Eight of the nine items tested were found compliant.

A Super Car Racing Car set purchased at Cosmos at the Colonie Center mall in Albany, NY was found non-compliant for lead. Specifically, the undercarriage of each of the eight car toys in the Super Car Racing Car set contained 140 parts per million (ppm) of lead, a level far in excess of the 100-ppm standard. The Division shared testing results with the Consumer Product Safety Commission (CPSC) and called upon the federal regulator to initiate a recall. The Division also provided the results to the retailer, Cosmos and the manufacturer, Cathay Depot Inc. Cathay Depot responded to the Division's recommendation and removed the dangerous product from the stream of commerce.

On December 21, 2021, DCP issued a Consumer Alert: *The Division of Consumer Protection Warns Consumers About High Levels of Lead Found In The Super Car Racing Car Set*.[17] The eight positive compliance results served as a safety assurance for the State's children's product consumers, while the one failure served as an important call for vigilance to continue to test children's products for hazards to keep the State marketplace safe for our children.

> **"[We] conducted a child product safety testing campaign… and found that the super car racing set contained a level [of lead] far in excess of the…standard. The manufacturer… removed the dangerous product from the stream of commerce."**
>
> New York State Division of Consumer Protection

[17] https://dos.ny.gov/news/consumer-alert-division-consumer-protection-warns-consumers-about-high-levels-lead-found-super

New York City Department of Worker & Consumer Protection

Court ordered restitution and civil penalties against "Maddy's Home Furniture" stores

In April 2021, DCWP announced that Maddy's Home Furniture Stores and its affiliated stores were ordered to pay $250,000 to a consumer restitution fund and $1,963,500 in civil penalties. This brought a close to the 2018 lawsuit in which DCWP charged them with using deceptive practices to profit from vulnerable low-income and immigrant consumers. Since 2015, DCWP received more than 130 complaints about Maddy's stores and, after an investigation, found that Maddy's regularly lured consumers to their stores with deceptive advertising about financing offers that misled consumers. Maddy's consumers also received used, damaged, and defective furniture, or sometimes no furniture at all, and Maddy's refused to provide refunds or make repairs. DCWP's lawsuit, which was prompted by consumer complaints, alleged 3,927 violations of the City's Consumer Protection Law.

Settlement with T-Mobile et al. for deceptive conduct

In June 2021, DCWP announced a $400,000 settlement agreement with T-Mobile. The agreement resolved DCWP's allegations that T-Mobile, its subsidiary MetroPCS NY, and more than 50 of its authorized dealers and corporate stores across New York City, violated the City's Consumer Protection Law by selling used phones as new, overcharging consumers, destroying customer credit scores, and using deceptive return policies, among other violations. As part of the settlement, T-Mobile agreed to: (1) pay $306,000 in civil penalties (2) pay $100,000 to a claims fund for eligible consumers to seek restitution; (3) stop advertising incorrect refund policies and prices, and disclose if any products are used or refurbished; and (4) comply with the City's Consumer Protection Law, the Rules of the City of New York, and all other relevant City, state, and federal laws and regulations.

Release of report regarding "rent-to-own" practices

Another notable success for DCWP was the release of a report titled "The New Rent-to-Own: More Confusing, Still Expensive, and Offered at an NYC Store Near You."[18] The report examines the virtual lease-to-own (LTO) industry in New York City, specifically focusing on those promoted by brick-and mortar businesses, which are predominately located in Black and Hispanic neighborhoods, and the deceptive tactics that are used to trick consumers into expensive financing agreements. Through research and undercover operations, the report found that:

- Retailers for No Credit Needed (NCN) companies trick consumers with vague and non-informative advertising.
- It is often difficult or impossible for consumers to return their merchandise.
- Retailers are motivated by potential profits.
- Retailers are poorly trained and sometimes encouraged to deceive or evade.
- Retailers have very little accountability for deceiving consumers.
- NCN companies target neighborhoods with people of color.

Based on these findings, DCWP provided recommendations for policy reforms to stop consumer abuse by eliminating the incentives for retailers and NCN companies to profit from consumer deception and strengthening regulatory oversight. By releasing this report, DCWP shed light on the predatory practices of an industry that has often escaped intense scrutiny.

[18] https://www1.nyc.gov/assets/dca/downloads/pdf/partners/Lease-To-Own-Report.pdf

(OH) Cuyahoga County Department of Consumer Affairs

Innovative and successful "Bitcoin ATM" scam alert

We worked with our Scam Squad partners to create scam alerts for bitcoin ATMs across our county. We have learned from past projects that consumers who are in the midst of a scam simply do not recognize they are being scammed – so creating alerts to stop people in mid-scam is real a challenge. For the bitcoin project, we worked closely with our local FBI office, a Scam Squad member agency, to create scam warnings that we hoped would capture get a victim's attention mid-scam, before they paid.

The headline on the 8.5x11 posters avoids the word "scam." The headline read: "First Time Using a Bitcoin ATM?" A subhead said, "Please read through the following information to help with your transaction." The bullet points that follow warn people that any claims they can pay utility bills or government fines with bitcoin are scams – and that bitcoin transactions are final. The signs have contact information for IC3.gov and the Scam Squad line (which rings into the County Consumer Affairs.) We mailed the posters and a joint letter from the FBI and Cuyahoga County Consumer Affairs urging stores to post the warnings to every store that housed a bitcoin ATM. Within two weeks of the signs going up, we got a call from a doctor who said she was standing at a bitcoin ATM with several thousand dollars in hand after receiving a utility shut-off call. She said she just wanted to thank us for posting the signs. The signs got a lot of media attention, and other jurisdictions from around the country reached out to ask for the digital images so they can localize them. Our county alone has seen more than 60 new bitcoin ATMs installed since we put the signs up last May, so we're getting ready to do a new round of warnings.

> **"Within two weeks of [our bitcoin scam alert] signs going up, we got a call from a doctor who said she was standing at a bitcoin ATM with several thousand dollars in hand after receiving a utility shut-off call… and thank[ed] us for posting the signs."**
>
> Cuyahoga County Dept. of Consumer Affairs

(PA) – Bucks County Department of Consumer Protection

Expanded staff to handle increased complaint volume

In recent years our agency has seen an increased number of calls on various consumer topics, most notably home improvement contractor issues, landlord tenant questions and complaints related to housing. This prompted our director to be able petition for and have approved two new positions on the Consumer Protection side of our office, which also handles Weights & Measures inspections. Our county is better served with our larger staff. We are able to assist more residents in this current calendar year due to this change, as well as attending more outreach events for consumer education, group presentations, expo type events, and general availability to expeditiously serve residents. Quick answers are necessary in many cases as some consumers call with urgent questions related to scams, identity theft, vetting contractors to avoid being victimized by home improvement fraud, and most urgently housing related issues such as consumers with pending evictions or other landlord tenant repair issues that need assistance. This expansion of our department has allowed us to have a wider breadth of positive impact on area residents needing our assistance.

South Carolina Department of Consumer Affairs

Settlement of action against predatory lenders targeting veterans and pensioners

The South Carolina Department of Consumer Affairs (SCDCA) finalized a settlement with South Carolina attorneys Candy Kern and Howard Sutter III and their affiliated company Upstate Law Group, LLC (ULG). A joint effort with the Consumer Financial Protection Bureau (Bureau) and the Arkansas Attorney General's Office (AKAG), the settlement ended an enforcement action spanning more than two years and required the defendants to, among other actions, refund $725 thousand to consumers. More than one thousand consumers nationwide entered contracts affected by the settlement.

South Carolina Department of Consumer Affairs cont'd

SCDCA began investigating Kern, Sutter and ULG in July 2018 after receiving a consumer complaint against ULG. SCDCA, Bureau and AKAG filed a joint complaint in federal court in February 2020 alleging Kern, Sutter and ULG helped broker companies target veterans and other pensioners with high-interest loans. Specifically, Kern, Sutter and ULG aided in creating contracts that were illegal and void based on federal and state law, misrepresenting the type of transaction to consumers and collecting payments from consumers. SCDCA also alleged the attorneys and company engaged in unconscionable debt collection by filing court actions against consumers who took out the loans.

In addition to paying $725 thousand for consumer refunds, the settlement bans Kern, Sutter and ULG from: (1) brokering or offering pension loans in the future, (2) collecting any money related to any pension loans, and (3) offering or providing any financial services in South Carolina unless acting in the regular course of the practice of law.

Tennessee Attorney General's Office Division of Consumer Affairs

Successful launch of new consumer complaint system and form

Our biggest success was initiating a new internal complaint system and new online complaint form. Some consumers had commented in the past that the previous online form could be difficult to navigate, especially for those who are not particularly tech savvy. Our updated online form was designed to be more user-friendly so that complainants can navigate the pages from either a computer or a smartphone.

As part of that update, our internal complaint processing system was integrated into one that is also used by the consumer protection attorneys and investigators in our office, making it easier for all associated staff to access consumer complaint files without having to log into a separate system.

(VA) – Fairfax County Department of Cable and Consumer Services

Development of new consumer curriculum for high school students

Fairfax County DCCS went to full telework status in 2020. Prior to COVID-19, DCCS taught in-person classes at Fairfax County High Schools on various consumer issues. In order to provide educational information to the high school students, DCCS developed a new consumer curriculum to be taught virtually in the high schools. DCCS continues to provide the virtual platform, even though students have returned to in-person learning.

Wisconsin Dept. of Agriculture, Trade and Consumer Protection

Successful outreach collaboration with retailers regarding gift card scams

In response to an alarming increase in gift card scams and fraud, DATCP collaborated with Walmart, the Wisconsin Grocers Association, the Pharmacy Society of Wisconsin, and the Wisconsin Petroleum Marketers & Convenience Store Association to stop gift card scammers. DATCP provided interested Wisconsin retailers, grocers, and convenience stores with free signage for their gift card display stations. Each sign warned consumers that paying someone with gift cards is always a scam and provided DATCP's Consumer Protection Hotline number so consumers could report a scam or ask for advice about how to avoid one right from the store.

A large number of retailers participated in the program and we received several success stories through social media and word of mouth. Specifically, during the holiday season store personnel prevented several unsuspecting consumers from falling victim to a scam when they inquired about large gift card purchases.

"In order to provide educational information to the high school students, DCCS developed a new consumer curriculum to be taught virtually in the high schools."

Fairfax County Department of Cable and Consumer Services

APPENDIX A

Agencies Participating in the 2021 CFA Annual Consumer Complaint Survey

California

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

Connecticut

Connecticut Department of Consumer Protection
https://portal.ct.gov/dcp

District of Columbia

Office of the Attorney General for the District of Columbia
https://oag.dc.gov/consumer-protection

Florida

Broward County Environmental and Consumer Protection Division
https://www.broward.org/consumer/Pages/Default.aspx

Florida Department of Agriculture and Consumer Services
https://www.fdacs.gov/

Hillsborough County Department of Consumer & Veterans Services, Consumer Protection Services
https://www.hillsboroughcounty.org/government/departments/consumer

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

Georgia

Georgia Attorney General's Consumer Protection Division
https://consumer.georgia.gov/

Maryland

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

Maryland Attorney General's Office
https://www.marylandattorneygeneral.gov/

Massachusetts

Northwestern District Attorney's Office Consumer Protection Unit
https://www.northwesternda.org/

Neighborhood of Affordable Housing
https://noahcdc.org/

North Carolina

North Carolina Department of Justice – Consumer Protection Division
https://ncdoj.gov/

New York

New York State Division of Consumer Protection
https://dos.ny.gov/consumer-protection

New York City Department of Consumer and Worker Protection
https://nyc.gov/dcwp

Ohio

Ohio Office of the Attorney General
https://www.ohioattorneygeneral.gov/about-ag/service-divisions/consumer-protection

Cuyahoga County Department of Consumer Affairs
https://consumeraffairs.cuyahogacounty.us/

Pennsylvania

Bucks County Department of Consumer Protection
https://www.buckscounty.gov/360/Consumer-Protection-Weights-Measures

South Carolina

South Carolina Department of Consumer Affairs
https://consumer.sc.gov/

Tennessee

Tennessee Attorney General's Office Division of Consumer Affairs
www.tn.gov/consumer

Virginia

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

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

Wisconsin

Wisconsin Dept. of Agriculture, Trade and Consumer Protection
wi.gov/Pages/Homepage.aspx

APPENDIX B

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 2021. CFA did not survey federal agencies, nor did it conduct a random survey of consumers. Therefore, this report does not purport to measure all the problems that consumers encountered in the marketplace last year. The survey was conducted from March through April 2022 and covers a one-year period, in most cases January through December 2021 (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).

Twenty-three agencies from 15 states across the country participated in the survey. Of those, 13 are state agencies, including the District of Columbia; 7 are county; 2 are city; and one, San Francisco, is both a city and a county. All are government agencies except for the Massachusetts Neighborhood of Affordable Housing, which is a nonprofit organization that provides housing counseling services.

CFA asked agencies for their top ten complaint categories. Since there is no uniform set of complaint categories that all agencies use, we grouped their responses under general subject headings as necessary. These categories are assembled differently than in years past, due to changes at CFA in the staff who issued the survey and prepared this report.

CFA asked agencies to provide real life examples of complaints by consumers that pertain to the topics in their “top ten” categories, and that pertain to the worst and most common COVID-related problems. Not all agencies provided complaints, and some agencies provided the actual language of the complaint used by consumers. CFA edited these complaints to reflect a consistent voice and format in an effort to make the report easier to read.

The total number of complaints these agencies reported does not include requests for advice or information. Furthermore, the number of consumers who benefited from agencies’ work 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. Additionally, these statistics do not include the amount of money consumers saved because of the advice these agencies provided, nor the savings to courts and businesses due to their informal complaint resolution efforts.