3242

COMMUNITY LEGAL SERVICES
OF PHILADELPHIA

September 30, 2019

VIA EMAIL (antitrust@attorneygeneral.gov)
Antitrust Section
Office of Attorney General
Strawberry Square, 14th Floor
Harrisburg, PA 17120

RE: Comments on Proposed Rulemaking regarding Unfair Market Trade Practices, 49 Pa.B. 4993

We write in response to the Office of Attorney General's (OAG's) request for comment on its proposed rulemaking pursuant to its authority under the Unfair Trade Practices and Consumer Protection Law (CPL). These comments are being submitted on behalf of the following organizations and their clients:

- Community Legal Services, Inc.
- Community Justice Project
- Consumer Federation of America
- Consumer Reports
- National Consumer Law Center
- National Association of Consumer Advocates, Pennsylvania Chapter
- Neighborhood Legal Services Association
- Pennsylvania Legal Aid Network
- PennPIRG
- Philadelphia Legal Assistance

These organizations represent consumers, including many low-income Pennsylvania consumers, who benefit from a marketplace free from fraud and deception. More information about the undersigned organizations, their mission, and their specific interest in this rulemaking is included as Appendix A.

We strongly and enthusiastically support this rulemaking as it will help resolve perceived ambiguity in the statutory language of the CPL, provide greater clarity and certainty in the marketplace, and carry out the CPL's defined statutory purposes to protect consumers from unfair methods of competition and unfair or deceptive acts or practices. Each day, Pennsylvania consumers are victimized by dishonest and duplicitous acts in the marketplace. Fifty years ago, the General Assembly enacted the CPL to "even the bargaining power between consumers and sellers in commercial transactions, and to promote that objective, it aims to protect the consumers of the Commonwealth against fraud and unfair or deceptive business practices." *Commonwealth by Shapiro v. Golden Gate Nat'l Senior Care LLC*, 194 A.3d 1010, 1023 (Pa.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

2018). We welcome the OAG's rulemaking as it will help our clients and millions of other Pennsylvania consumers and carry out the statutory language and goals of the CPL.

In particular, we strongly support the clarification in defining "as a result of," "ascertainable loss, "deceptive conduct," and "fraudulent conduct." These clarifications, which are consistent with existing Pennsylvania case law, will help protect Pennsylvania consumers, including many of our clients, from unscrupulous activity in the marketplace and are consistent with the "legislative recognition of the unequal bargaining power of opposing forces in the marketplace." *Commonwealth v. Monumental Properties, Inc.*, 459 Pa. 450, 458 (1974).

This rule will also enable companies to conform more easily to lawful standards and practices as it more clearly articulates the marketplace rules that apply to all competitors, and will thwart bad actors that seek to reap greater profits by pursuing dishonorable tactics that may have previously been unclear as to their treatment under the statute.

In addition, we support the proposed rule enumerating "unfair market trade practices." We believe these provisions are generally consistent with the basic policy choices expressed by the CPL, interpretations of Section 5 of the Federal Trade Commission Act, 15 U.S.C.A. § 45, and controlling decisions from Pennsylvania courts. Providing a definition of the "unfair market trade practices" that are deemed to be unfair methods of competition and unfair or deceptive acts or practices under the CPL will benefit the low-income Pennsylvania consumers that our organizations represent. But it will also benefit market participants, including small businesses, by providing clear, unambiguous rules and deterring unscrupulous actors who seek to benefit from vague and undefined laws.

We also support the clarification, in the definition of "trade and commerce," that the CPL reaches harm to consumers who are not in direct privity with the wrongdoer. Clarifying this reach is consistent with the statute and essential for ensuring that the CPL can be fully effective. Businesses in direct privity with the wrongdoer are often reluctant to challenge the wrongdoer's acts or practices for fear of losing business. This is particularly true where the inflated costs can be passed along to consumers. Unless the resulting harm to consumers is actionable, the wrongdoer could escape accountability for even widespread harm. For example, many Pennsylvania consumers have been denied full recovery under claims brought against pharmaceutical manufacturers for inflating the prices of certain drugs through anti-competitive misuse of patents, because of the perceived ambiguity about whether the CPL covers these indirect harms.

This rule brings clarity to this coverage by codifying established precedents in Pennsylvania state case law. *See Commonwealth v. TAP Pharmaceutical Products, Inc.*, 885 A.2d 1127, 1143-44 (Pa. Commw. Ct. 2005); *Valley Forge Towers South Condominium v. Ron-Ike Foam Insulators*, 574 A.2d 641, 645-47 (Pa. Super. Ct. 1990), *affirmed*, 605 A.2d 798 (Pa. 1992).
It is very important to consumers and entirely appropriate that the CPL, enacted to protect consumers, be clarified so that consumers and the OAG can effectuate its statutory purpose, both as to unfair methods of competition and as to unfair or deceptive acts or practices.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

Notwithstanding our enthusiastic support for this rulemaking, we have several comments about how this rule should be improved. We have enumerated these specific comments below.

1. **The rule should clarify the definition of "trade or commerce" compared to "trade and commerce."**

Propose rule 311.2(20) defines "trade and commerce" while proposed rule 311.3 refers to "trade or commerce." The statute defines "'trade' and 'commerce,'" 73 P.S. 201-2(3), while referring to "trade or commerce" at 73 P.S. 201-3. For consistency, we recommend that the proposed rule 311.2(20) be amended to define "trade or commerce."

2. **The rule should explicitly include one-on-one sales pitches in the definition of "advertising."**

We strongly support the proposed rule as it defines "advertising" to include "any marketing communication...." This broad definition of advertising is consistent with the CPL's remedial consumer protection purpose. However, the proposed rule, as written, may still be ambiguous as to whether there is a minimum audience required to qualify as a "marketing communication." For example, if a salesperson were to customize a sales pitch to just one individual that is fraudulent or deceptive, does that sales pitch qualify as a "marketing communication"? Addressing this ambiguity becomes even more important as the marketing industry becomes increasingly sophisticated and customizes more individualized communications.

In order to address this ambiguity and provide clarity to this definition, while maintaining fidelity to the statutory language and consistency with the statute's basic policy choices, the rule should state that marketing to even one potential consumer is sufficient to meet this definition.

3. **The rule should include "leasing" as part of the definition of "sale."**

The proposed rule defines "sale" as "a transaction that includes selling, buying or engaging in any other similar activity involving any article of trade or commerce." Section 311.2(18). The term "sale" is then used in the definition of "rebate," Section 311.2(16); "trade and commerce," Section 311.2(20); "unfair market trade practice," Section 311.2(23); and "unfair methods of competition" and "unfair or deceptive acts or practices," Section 311.2(24). The rule should expressly include "leasing" as part of the definition of "sale."

A lease is a "contract by which a rightful possessor of real property conveys the right to use and occupy the property in exchange for consideration" or a "contract by which the rightful possessor of personal property conveys the right to use that property in exchange for consideration." LEASE, Black's Law Dictionary (11th ed. 2019). There is no doubt that leases are covered transactions under the CPL. For example, the Pennsylvania Supreme Court held in *Commonwealth v. Monumental Properties, Inc.*, 459 Pa. 450, 467 (1974), that the definition of "trade" or "commerce" includes leases. Other courts have followed, applying the CPL to landlord-tenant transactions. *See e.g.,* Wallace v. Pastore, 742 A.2d 1090 (Pa. Super. 1999), *Commonwealth by Zimmerman v. NALCO*, 529 A.2d 1157 (Pa. Cmwlth. 1987), and *Croom v.*

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

Selig, 464 A.2d 1303 (Pa. Super. 1983). And the statute providing for a private right of action specifically covers "[a]ny person who purchases or leases good or services...." 73 P.S. § 201-9.2(a).

But to remove any ambiguity and ensure consistency across the statute, the definition of "sale" should specifically include "leasing" as part of "any other similar activity." As the OAG recognized in its prefatory comments to the proposed rule-making, "a buyer-seller relationship is not relevant in the context of the definition for trade and commerce." *See, e.g., Com. v. Percudani*, 844 A.2d 35 (Pa.Cmwlth. 2004), *as amended* (Apr. 7, 2004), *opinion amended on reconsideration*, 851 A.2d 987 (Pa.Cmwlth. 2004)

4. The rule should include a new section clarifying the CPL's home-sale provisions, 73 P.S. § 201-7.

Section 201-7 of the CPL provides protections to consumers in connection with transactions conducted at the consumer's home. The purpose of these provisions is "primarily...to provid[e] protection to a consumer who falls prey to a seller who contacts the consumer at his or her home and consummates a sales transaction before the consumer has adequate time to reflect on the wisdom of the purchase." *Burke v. Yingling*, 446 Pa.Super. 16, 22 (1995). The provisions of this section are frequently violated in the Pennsylvania marketplace to the detriment of the consumer. To provide additional clarity, there should be a rule, specifically addressing Section 201-7, and including the following provisions.

A. The rule should expressly provide that any violation of the CPL's home-sale provisions, 73 P.S. § 201-7, constitutes an "unfair or deceptive act or practice."

The rule should expressly provide that any violation of Section 201-7 constitutes an "unfair or deceptive act or practice."

This clarification flows directly from the Superior Court's ruling in *Culbreth v. Lawrence J. Miller, Inc.*, 477 A.2d 491, 500 (Pa. Super. 1984) (recognizing that 73 P.S. § 201-7 is enforceable through the private action provision). This clarification is also consistent with the OAG's liberal definition of "unfair conduct" as including any practice that "offends public policy as it has been established by statutes, the common law, or otherwise."

B. The rule should expressly provide that the failure to provide "Notice of Cancellation" in compliance with 73 P.S. § 201-7 provides the buyer a continuing right to cancel.

The existing home-sale provisions of the CPL provide that "[t]he cancellation period provided for in this section shall not begin to run until buyer has been informed of his right to cancel and has been provided with copies of the 'Notice of Cancellation.'" 73 P.S. § 201-7(e).
To the extent this provision is ambiguous, the rule should clarify that until the buyer has been provided with both a "fully completed receipt or copy of any contract" satisfying Section 201-

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

7(b)(1) and a "completed form in duplicate, captioned 'Notice of Cancellation'" satisfying Section 201-7(b)(2), the buyer has a continuing right to cancel. This clarification flows directly from the statutory language, but that language has been misunderstood by some sellers. Clarifying this requirement in the rule would create more consistency in the marketplace and ensure that sellers understand their statutory obligations.

C. The rule should clarify that any "Notice of Cancellation" required to be supplied to the buyer under 73 P.S. § 201-7 must be provided in paper form to be effective.

The existing home-sale provisions of the CPL require that the buyer be provided with "[a] completed form in duplicate, captioned 'Notice of Cancellation,' which shall be attached to the contract or receipt and easily detachable[.]"73 P.S. § 201-7(b)(2). The plain import of this requirement is that the Notice of Cancellation must be in paper as opposed to electronic form.

The requirement of a paper copy of the Notice of Cancellation is consistent with its consumer protection purposes. As explained by the Superior Court, this provision is "primarily directed to providing protection to a consumer who falls prey to a seller who contacts the consumer at his or her home and consummates a sales transaction before the consumer has adequate time to reflect on the wisdom of the purchase." *Burke v. Yingling*, 666 A.2d 288, 291 (Pa. Super. 1995).

However, "a consumer who falls prey to a seller" and wishes to cancel a transaction using the Notice of Cancellation may be prevented or deterred from doing so if the Notice of Cancellation is provided in electronic as opposed to paper format, as some consumers lack feasible means to print electronic documents. The statute's reference to a notice "attached to the contract or receipt and easily detachable" can only be interpreted to require a paper notice. However, to avoid any ambiguity and to give clear guidance to sellers, the rule should specifically say that the notice must be provided in a paper format. Requiring the seller to provide Notice of Cancellation in paper form addresses this real-world concern, and allows consumers to more effectively exercise their cancellation rights.

5. The rule should clarify when the parol evidence rule applies—and does not apply—in CPL claims.

Given the stated purpose of the CPL, many claims are brought in the context of "bait and switch" transactions. However, when the transaction results in a contract, the parol evidence rule can be used as an artificial barrier to a CPL claim. The parol evidence rule operates as a substantive rule that precludes the parties to a written contract that was intended to be their entire agreement from introducing **prior** oral representations or negotiations concerning a subject specifically dealt with in the written contract, in order to vary or modify the contract terms. Under the parol evidence rule, these oral representations are deemed to be merged, or integrated, into the written contract, and thus to be superseded by it.

An integration clause in a contract essentially operates as a waiver of the consumer's rights under the CPL, and is therefore contrary to public policy. Courts have worked to reconcile the CPL with the parol evidence rule by creating a standard under which parol evidence can be used

to show that the written agreement is not the expression of the parties' true and complete contractual intent, for example, where there was fraud, accident, or mistake, or where certain terms of the contract are ambiguous.

In cases applying the CPL, the Pennsylvania Supreme Court has held that parol evidence cannot be used to show that a consumer was *induced* by misrepresentations to enter into a contract, but can be used to show misrepresentations in the *execution* of the contract. *Toy v. Metro. Life Ins. Co.*, 928 A.2d 186, 205 (Pa. 2007); *Yocca v. Pittsburgh Steelers Sports, Inc.*, 854 A.2d 425 (Pa. 2004). In application, this ambiguous distinction can elevate form over substance and can lead to confusion and yield inconsistent results. *See Gulla v. Howard Hanna Co.*, 2018 WL 4474439, at *8 (Pa. Super. Ct. Sept. 19, 2018) (non-precedential)(observing that "the parol evidence rule does not fit squarely within the construct of the CPL").

The parol evidence rule and its exceptions are notoriously difficult to understand and apply to the CPL. The OAG should take this opportunity to interpret the statute, applying the Pennsylvania Supreme Court's holdings, and clarify that when representations made by a party are not included in the final contract or when a party asserts that contract terms were the result of fraud, accident, or mistake, parol evidence may be used to establish a CPL claim.

6. **The rule should clarify that costs and reasonable attorney fees may be awarded by a court to a consumer who prevails under the CPL.**

The last sentence of Section 311.9(a) of the proposed rule duplicates the language in 71 P.S. § 301-9.2(a) regarding when a court may award attorney fees: "[t]he court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees." This language has created some confusion, and the rule ought to clarify this ambiguity.

The fee-shifting provision of the CPL was "designed to promote its purpose of punishing and deterring unfair and deceptive business practices and to encourage experienced attorneys to litigate such cases, even where recovery is uncertain." *Boehm v. Riversource Life Ins. Co.*, 117 A.3d 308, 336 (Pa. Super. 2015). Consistent with this purpose, the Superior Court in *Croft* has ruled that the amount of the damages award cannot work as a cap on the attorney's fee award. *Croft v. P & W Foreign Car Serv., Inc.*, 557 A.2d 18, 20 (Pa. Super. 1989). Instead, *Croft* explained that the determination of a reasonable fee entails consideration of a number of factors, including:

> (1) The time and labor required, the novelty and difficulty of the questions involved and the skill requisite properly to conduct the case; (2) The customary charges of the members of the bar for similar services; (3) The amount involved in the controversy and the benefits resulting to the client or clients from the services, and (4) The contingency or certainty of the compensation.

Id.

This sensible, multifactorial analysis should be incorporated in the proposed rule.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

In this regard, the rule should clarify that an attorney fee award need not be proportionate to the damages awarded. The Superior Court has refused to adopt a bright-line rule that would require the attorney's fees to be proportionate to the damages awarded. *McCauslin v. Reliance Fin. Co.*, 751 A.2d 683, 686 (Pa. Super. 2000). Nonetheless, the court has said that there must be "a sense of proportionality" between the fee award and the damages awarded. *Id.*

This "sense of proportionality" test does not appear in the text of the CPL. It is contrary to the CPL's remedial scheme. The primary problem with this test is that it discourages consumers with real, but relatively limited, damages from vindicating their important consumer protection rights.

Consider these examples: two consumers are defrauded by a car dealership—one for $5,000, and the other for $50,000. Their claims are litigated to trial, and both are successful in recouping all of their losses. The attorney's fees expended amount to $50,000 in each case. Under the "sense of proportionality" test, the trial court presumably has discretion to reduce the attorney fee award sought by the consumer who obtained a fully compensatory $5,000 damages award, merely because of the ratio between the damages awarded and the attorney's fees incurred.

This outcome is contrary to the CPL's public interest purpose of "punishing and deterring unfair and deceptive business practices and to encourage experienced attorneys to litigate such cases, even where recovery is uncertain." *Boehm*, 117 A.3d at 336; *see also Com., by Creamer v. Monumental Properties, Inc.*, 329 A.2d 812, 815 (Pa. 1974) ("The Legislature sought by the Consumer Protection Law to benefit the public at large by eradicating, among other things, 'unfair or deceptive' business practices."). Indeed, the CPL must be construed with the presumption that the General Assembly intended to favor this important public interest. *See* 1 Pa. C.S. § 1922(5).

Courts interpreting other public interest laws (such as federal civil rights laws) have rejected such a rule of proportionality. *See, e.g., City of Riverside v. Rivera*, 477 U.S. 561, 575, 106 S. Ct. 2686, 2695, 91 L. Ed. 2d 466 (1986). In *City of Riverside*, the Supreme Court explained that regardless of the damages awarded, "a successful civil rights plaintiff often secures important social benefits that are not reflected in nominal or relatively small damages awards" including deterrence of future violations. *Id.* at 574–75. The same holds true with the CPL, which was intended to "benefit the public at large by eradicating" unconscionable business practices. *Com., by Creamer*, 329 A.2d at 815.

Further, the existing factors outlined in *Croft* adequately capture the concerns that may have motivated the creation of the more amorphous "sense of proportionality" rule. The third *Croft* factor requires consideration of the "amount involved in the controversy and the benefits resulting to the client or clients from the services." *Croft*, 557 A.2d at 20. In other words, courts have discretion to reduce attorney fee awards based on the limited degree of success. For example, if a consumer claims $50,000 in damages but is awarded only $5,000, the court may consider this difference as one factor in determining the reasonableness of the fees sought.

Finally, in practice, the amorphous "sense of proportionality" rule is unworkable, and effectively operates as a rule of proportionality. Asking a trial court to consider the "sense of

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

proportionality"— but *not* the proportionality—of damages-to-fees is a cryptic, hair-splitting undertaking. Courts already have ample discretion to award a reasonable fee based on the clear-cut factors set forth in *Croft*. It is both unnecessary and impractical to require courts to undergo the mental gymnastics required by a rule that rejects proportionality but simultaneously demands consideration of a "sense" of it.

The "sense of proportionality" rule rewards bad actors who nickel-and-dime consumers using fraudulent, deceptive, and unfair practices. It creates disincentives for attorneys to represent vulnerable, low-income consumer victims who suffer damages that are relatively small—but very significant for them—at the hands of exploitative businesses. Such a rule has no place in the UTPCPL's scheme, intended to "benefit the public at large by eradicating, among other things, 'unfair or deceptive' business practices." *Com., by Creamer*, 329 A.2d at 815.

7. **The rule should amend the definition of "actual monopolization" in Section 311.2.23(vii) to be consistent with federal antitrust law.**

Section 311.2.23(vii) of the proposed rule provides that "unfair market trade practices" include "[a]ctual monopolization, in which a person acquires or retains actual monopoly power through competitively unreasonable practices." Federal antitrust law refers to "monopolize" and "attempt to monopolize" without the adjective "actual." 15 U.S.C.A. § 2. We are concerned that the addition of this word could result in narrowing the effective reach of the statute, and undermine its protection against monopolization. We therefore recommend that the word "actual" be removed in all places, and that the terms from federal antitrust law be used.

8. **The rule should clarify that mutuality is no longer a requirement for raising collateral estoppel in subsequent private actions under the CPL.**

Section 311.9(b) governing private actions brought under the CPL provides that "[a]ny permanent injunction, judgment or order of the court made under § 311.4 (relating to restraining prohibited acts) will be prima facie evidence in an action brought under this section that the defendant used or employed acts or practices declared unlawful by § 311.3." To avoid ambiguity, this rule should be clarified to encompass the modern view of mutuality.

> The traditional view is that the defense of res judicata or collateral estoppel can be invoked only if there is a mutuality of estoppel—that is, both parties must be bound by the previous adjudication before either party can claim the benefits of that adjudication. Mutuality, however, is no longer a requirement for raising collateral estoppel in Pennsylvania.

§ 65:94. Mutuality of estoppel for res judicata or collateral estoppel, 10 Standard Pennsylvania Practice 2d § 65:94; *see also Parklane Hosiery Co. v. Shore*, 439 U.S. 322 (1979).

The rule should be clarified to specifically provide that Section 311.9(b) is not intended to be a limitation on the application of collateral estoppel. This could be done, for example, by adding a

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

sentence such as the following: "Nothing contained in this section shall be construed to impose any limitation on the application of collateral estoppel." *See, e.g.*, 15 U.S.C.A. § 16.

9. **The rule should require notice to the Office of Attorney General, but not affirmative consent, prior to settling class action litigation which includes claims under the CPL.**

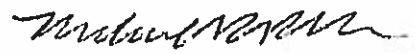
Section 311.9(c) of the proposed rule requires both notice to and consent from the Office of Attorney General (OAG) be provided prior to settling and releasing claims under the CPL as part of class action litigation. This should be amended to require notice and the opportunity for the OAG to object, but not to require affirmative consent.

Under the federal Class Action Fairness Act, parties must provide notice and to the OAG of certain proposed settlements of class action litigation. 28 U.S.C.A. § 1715. The OAG may then request additional information, raise objections, or do nothing. Generally, state attorneys general do not respond to these notices. The state rule should be consistent with federal law in this respect.

Under the proposed rule, however, the OAG must provide written consent to every class action settlement that raises claims under the CPL. This would require the OAG to redeploy considerable internal resources, resources that could be spent on other pressing matters before the Commonwealth. Certainly if the OAG raises an objection to a proposed settlement, this will carry appropriate weight before the court. But judicial efficiency will be hampered if a proposed settlement must await written consent from the OAG before the court can proceed.

Thank you for the opportunity to provide these comments on behalf of Pennsylvania consumers. If you have any questions or would like to discuss these comments in greater length, please do not hesitate to contact Michael Froehlich, Esq., Community Legal Services, Inc., at mfroehlich@clsphila.org or 215-227-4733.

Sincerely yours,



Michael R. Froehlich, Esq.

Enclosures.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

APPENDIX A

Community Justice Project

The Community Justice Project is a statewide project of the Pennsylvania Legal Aid Network. CJP engages in impact advocacy- such as class action litigation and administrative advocacy-on behalf of low-income families and individuals in civil matters. Much of CJP's work is done directly on behalf of consumers or for the benefit of consumers.

Community Legal Services, Inc.

Founded in 1966, Community Legal Services, Inc. (CLS) provides free legal assistance to low-income Philadelphians in civil matters. CLS attorneys represent consumers in a wide range of matters to preserve their homes and maintain economic security, including mortgage foreclosure, tax foreclosure, and predatory lending schemes. CLS has extensive experience in the area of residential mortgage and foreclosure law. Collectively, CLS attorneys have represented hundreds of low-income homeowners in foreclosure cases, and have advised thousands more in homeownership and consumer cases. CLS attorneys educate borrowers on their rights, train other attorneys and housing counselors on mortgage foreclosure, and are frequently asked to testify about mortgage- and consumer protection related issues.

Consumer Federation of America

The Consumer Federation of America is an association of nearly 300 nonprofit consumer groups that was established in 1968 to advance the consumer interest through research, advocacy and education.

Consumer Reports

Consumer Reports is an expert, independent, non-profit organization, founded in 1936, that works side by side with consumers for a fair, transparent, truthful, and safe marketplace. It is the world's largest independent product-testing organization, using its dozens of labs, auto test center, and survey research department to rate thousands of products and services annually. It employs its rigorous research and testing, consumer insights, journalism, and policy expertise to inform purchase decisions, improve the products and services that businesses deliver, and drive effective legislative and regulatory solutions and fair competitive practices. Consumer Reports has been active for decades in a advocating on a wide range of public policy issues affecting consumers, including antitrust and consumer protection.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

National Association of Consumer Advocates, Pennsylvania Chapter

The National Association of Consumer Advocates, Pennsylvania Chapter (PA NACA) is a nonprofit organization whose members are lawyers, law professors, and students whose practice or area of study involves consumer rights and protection. PA NACA is dedicated to promoting justice for consumers by serving as a voice for its members and consumers in an ongoing effort to curb unfair and oppressive business practices. PA NACA has furthered this interest in part by appearing as amicus curiae in support of consumer interests in federal and state courts.

National Consumer Law Center

Since 1969, the nonprofit **National Consumer Law Center® (NCLC®)** has used its expertise in consumer law and energy policy to work for consumer justice and economic security for low-income and other disadvantaged people, including older adults, in the United States. NCLC's expertise includes policy analysis and advocacy; consumer law and energy publications; litigation; expert witness services, and training and advice for advocates. NCLC works with nonprofit and legal services organizations, private attorneys, policymakers, and federal and state government and courts across the nation to stop exploitive practices, help financially stressed families build and retain wealth, and advance economic fairness.

Neighborhood Legal Services Association

Neighborhood Legal Services Association (NLSA) provides free civil legal representation, advice, and education to low-income individuals and families. Over the past 51 years, NLSA has helped over 1.1 million indigent residents and victims of domestic violence of Allegheny, Beaver, Butler and Lawrence Counties in a range of civil legal issues. For over 20 years, NLSA has offered expanded legal services to all senior citizens, regardless of income, in housing and consumer matters and preparing personal care documents like powers of attorney and advance directives. In the past seven years, NLSA has handled over 4,600 such cases, of which more than 36% were consumer-related.

Pennsylvania Legal Aid Network

The Pennsylvania Legal Aid Network, Inc. (PLAN) provides leadership, funding, and support for the availability and quality of civil legal aid. PLAN is the state's coordinated system of civil legal aid for those with nowhere else to turn; providing funding to legal aid providers statewide. It conducts trainings for public interest lawyers and leadership for legal aid providers. PLAN-funded programs offer critical legal information, advice, and services through direct representation of low-income individuals and families facing urgent civil legal problems in every Pennsylvania county.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819

PennPIRG

PennPIRG is an independent, state-based, citizen-funded organization that advocates for the public interest and is a member of U.S. Public Interest Research Group (U.S. PIRG), the federation of state Public Interest Research Groups. PIRGs take on powerful interests on behalf of their members. For years, PennPIRG's consumer program has designated a fair financial marketplace as a priority. Its advocacy work has focused on issues including credit and debit cards, deposit accounts, payday lending, student loans, credit report accuracy, privacy of customer information and, generally, opposing any unfair and deceptive practices.

Philadelphia Legal Assistance

Founded in 1996, Philadelphia Legal Assistance Center (PLA) provides free legal representation to low-income Philadelphians in civil matters. PLA is primarily funded by the federal Legal Services Corporation. PLA attorneys represent consumers in a wide range of matters to preserve their homes and maintain economic security, including defending against tax and mortgage foreclosures, bringing affirmative litigation against perpetrators of predatory loan schemes; against third-party purchasers at tax sales who prematurely attempt to evict homeowners in violation of their right of redemption, and who attempt to enforce their claim for the redemption debt in a unfair and deceptive manner; and representing clients against sellers who use Land Installment Sales Contracts in a predatory manner. PLA has extensive experience in the areas of consumer bankruptcy, residential mortgage and foreclosure law and consumer protection. PLA attorneys have represented hundreds of low-income homeowners and helped them stave of the loss of their homes. The Pennsylvania CPL has proven to be a potent weapon in PLA's arsenal for challenging unfair and deceptive practices in connection with the provision of home financing services, with so called "lease-purchase" agreements and in challenging attempts to collect bogus debts in bankruptcy cases.

Community Legal Services, Inc., 1410 West Erie Ave, Philadelphia, PA 19140
MFroehlich@CLSPhila.org • Phone: 215.227.4733 • Fax: 215.981.0819