

Consumer Law for the New Legal Services Practitioner

By Carolyn Carter

Why is consumer law important for legal services clients? Protecting a client's hard-won income is of utmost importance. Winning social security, unemployment compensation, or public assistance benefits for a client has little benefit if the income is then diverted to price-gouging merchants or predatory lenders. But the breadth and power of consumer law also make it the solution for problems that do not fall within the traditional definition of a consumer case. These problems may include the following issues:

- **Housing:** A state Unfair and Deceptive Acts and Practices (UDAP) claim can result in treble damages for such abuses as lockouts, utility shutoffs, and failure to maintain the premises. Knowledge of bankruptcy law can save low-income families' housing assistance benefits, save their right to live in public housing, or enable them to catch up on rent in private housing. Consumer law is particularly important for mobile home residents and homeowners facing foreclosure.

- **Public benefits:** With many public benefit programs, the agency can recoup an overpayment from ongoing benefits even if the overpayment was not the recipient's fault. Bankruptcy can clear away these nonfault debts and restore the client's right to full benefits.

- **Utility service:** UDAP and other con-

sumer law approaches are particularly critical as utility service is deregulated. A variety of federal and state statutes provide protections against extortionate rates and unfair practices.

- **Health care and nursing homes:** Consumer law provides key causes of action that can address both the quality-of-care and financial aspects of health care and nursing homes.

- **Access to education:** Many low-income individuals are locked out of higher education because of unpaid student loans from fraudulent vocational schools. An advocate familiar with consumer law can often eliminate those debts by utilizing bankruptcy, challenges to the school's deceptive practices, or special U.S. Department of Education programs.

These "bread-and-butter" issues cross the boundaries of legal services specializations. A housing lawyer can protect a public housing tenant from eviction by having a thorough knowledge of bankruptcy laws. A lawyer who works in an office serving elderly clients and understands Truth in Lending, the Homeownership and Equity Protection Act, or usury laws may be able to save a client's home from foreclosure. An advocate who comprehends the Uniform Commercial Code can help clients keep the cars they need to get to their jobs.

Carolyn Carter is of counsel, National Consumer Law Center, 77 Summer St., 10th Floor, Boston, MA 02110; 617.542.8010; www.nclc.org.

That the “poor pay more” is unfortunately often true.¹ Low-income borrowers have paid rates up to 7300 percent for short-term loans.² Rent-to-own customers often pay as much as \$900 for a \$330 television set.³ Poor consumers may pay far more than other consumers not because they are higher-risk borrowers but because they often are less informed and more vulnerable to unscrupulous lenders’ overreaching. To assist these clients, advocates must determine the economics of these unconscionable contracts and know how to challenge them.

Getting Organized

The saying goes that consumer law is a mile wide and an inch deep. If that were ever true, it is not true now. More accurately—as lenders and finance companies continue to dream up imaginative new credit marketing and product ideas—consumer law is a mile wide and a mile deep.

Consumer advocates should keep two fundamentals in mind. First, many laws, both state and federal, may apply to a single consumer credit transaction. Many of these laws are complex, comprehensive, and technical in at least some respects. Without a systematic approach to analyzing the transaction as a whole, an advocate may easily overlook a violation of the law to the detriment of the client.

Second, the consumer advocate cannot completely rely upon the client to define the problem. For example, a client being harassed by collectors may request bankruptcy assistance when the harassment can be stopped by using the Fair Debt Collection Practices Act.⁴ Even if the client has a specific complaint, the remedy most likely to achieve the client’s goals may well be found in a completely dif-

ferent aspect of the transaction. Hidden finance charges, for example, may give a low-income homeowner the right to rescind a predatory mortgage loan. Since the charges are hidden, by definition, the client will not be complaining about them. The advocate must take a systematic look at the whole transaction.

Consumer Protection Legislation

One way of taking a systematic look at a consumer transaction is to track its history and examine each stage from inception to performance and default in light of applicable federal and state laws. In this section I outline the questions that advocates should explore when presented with a consumer transaction, and I summarize the major statutes applicable to each transactional stage. The National Consumer Law Center publishes several manuals with a more detailed look at the issues to be examined.

Access to Credit. Was there a problem obtaining access to credit or obtaining the desired terms of credit?

Predatory lenders often target a particular class of victims, such as elderly or minority homeowners, to market their highly disadvantageous credit terms. Federal and state laws prohibiting credit discrimination go to the heart of these abuses. Even where discrimination cannot be shown, the Equal Credit Opportunity Act and the Fair Credit Reporting Act have procedural requirements to alert consumers when the creditor is switching them to abusive credit terms.⁵ Many creditors ignore these inconvenient requirements, giving the victimized consumer powerful claims.

■ *Equal Credit Opportunity Act.* The Equal Credit Opportunity Act proscribes

¹ Though dated, one of the best discussions of the problem of charging the most to those who can least afford it is DAVID CAPLOVITZ, *THE POOR PAY MORE* (1963).

² This percentage is not a typographical error. See IND. DEP’T FIN. INSTS., *SUMMARY OF PAY-DAY LENDER EXAMINATIONS CONDUCTED FROM 7/99 THROUGH 10/99* (1999).

³ See *In re Stewart*, 93 B.R. 878 (Bankr. E.D. Pa. 1988).

⁴ 15 U.S.C. §§ 1692–1692o (2000).

⁵ Equal Credit Opportunity Act, 15 U.S.C. § 1691(d) (2000); Fair Credit Reporting Act, 15 U.S.C. § 1681b(B)(3) (2000).

discrimination in any aspect of the credit transaction on the basis of the following:⁶

- (1) race, color, religion, national origin, sex, marital status, or age (assuming age of capacity);
- (2) the applicant's income entirely or partly from a public assistance program, including but not limited to Aid to Families with Dependent Children, HUD (U.S. Department of Housing and Urban Development) subsidies, food stamps, social security disability, Supplemental Security Income, unemployment compensation, and veterans' benefits; and
- (3) the applicant's good-faith exercise of a right under the Consumer Credit Protection Act.⁷

The Equal Credit Opportunity Act requires that an applicant be given notice of adverse actions and an opportunity to obtain an explanation for adverse actions. The Act also authorizes actual and punitive damages and attorney fees. Many states have their own credit discrimination laws, usually found in the state credit or civil rights act.

■ *Fair Credit Reporting Act.* The Fair Credit Reporting Act applies to credit-reporting agencies and establishes the permissible use of credit reports.⁸ The Act prohibits the reporting of obsolete information, provides for notice to the consumer of an investigative report, and gives the consumer the right to disclosure of the contents of the consumer's file. It further provides a mechanism for obtaining a reinvestigation of disputed information and

the deletion of incorrect information, as well as the right to include the consumer's explanation of the dispute if the disputed information is not deleted. A credit report user who takes adverse action on the basis of such a report must disclose certain information concerning the report to the consumer either automatically or upon request. The Act makes credit-reporting agencies liable for damages and attorney fees as well as punitive damages for willful violations. If a creditor or other entity that originally reported negative information fails to cooperate when the credit-reporting agency requests a reinvestigation, it too faces liability under the Act. Many states also have legislation governing credit-reporting agencies.

Advertising and Inducement. Was there improper disclosure, deception, misrepresentation, or omission of information in (1) advertising the credit terms, (2) inducement to the contract, or (3) explanation of the contract terms?

■ *Federal Trade Commission and Truth in Lending Requirements.* The Federal Trade Commission Act generally prohibits unfair or deceptive acts or practices in or affecting commerce.⁹ The Federal Trade Commission, which is responsible for enforcement of the Act, has issued many trade regulation rules defining unfair or deceptive acts in specific kinds of transactions, including

- (1) the Credit Practices Rule,¹⁰
- (2) the Holder Rule,¹¹
- (3) the used car rule,¹² and

⁶ 15 U.S.C. §§ 1691–1691f (2000); *see also* Equal Credit Opportunity (Regulation B), 12 C.F.R. §§ 202.1–202.14 (2001) (listing requirements in detail). *See generally* NAT'L CONSUMER LAW CTR., CREDIT DISCRIMINATION (3d ed. 2002).

⁷ The Consumer Credit Protection Act, 15 U.S.C. §§ 1601–1693r (2000), is an umbrella act that includes the Truth in Lending Act, the Fair Credit Billing Act, the Consumer Leasing Act, the federal restrictions on wage garnishment, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, and the Equal Credit Opportunity Act.

⁸ 15 U.S.C. §§ 1681–1681t (2000).

⁹ *Id.* § 45(a)(1); *see* NAT'L CONSUMER LAW CTR., UNFAIR AND DECEPTIVE ACTS AND PRACTICES (5th ed. 2001 & Supp. (2002)).

¹⁰ Credit Practices, 16 C.F.R. pt. 444 (2001).

¹¹ Preservation of Consumers' Claims and Defenses, 16 C.F.R. pt. 433 (2001).

¹² Used Motor Vehicle Trade Regulation Rule, 16 C.F.R. pt. 455 (2001).

(4) the rule establishing cooling-off periods for door-to-door sales.¹³

These rules restrict deceptive tactics that induce consumers to enter into transactions. The federal Truth in Lending Act also regulates advertisements regarding credit costs and terms.¹⁴ Neither the Federal Trade Commission Act nor the Truth in Lending Act provides a private cause of action for consumers to enforce these rules. However, a private cause of action may be an option under state law since a violation of one of these federal statutes usually constitutes a violation of a state's unfair and deceptive acts and practices statute.

■ *State Unfair and Deceptive Acts and Practices (UDAP) Statutes.* All fifty states have statutes that prohibit deceptive business practices.¹⁵ Most of these statutes also prohibit unfair or unconscionable practices. All states except Iowa authorize a private right of action for damages, and most allow treble damages, punitive damages, minimum statutory damages, or attorney fees to the prevailing consumer. State UDAP statutes are the workhorses of consumer law. Most accommodate a broad, flexible definition of deception and unfairness and thus are well suited to attack emerging forms of consumer fraud. Although a few states' statutes may not cover certain defendants such as lenders, real estate sellers, and regulated industries, the typical UDAP statute is broadly applicable to all or almost all businesses that deal with low-income consumers. Since state UDAP statutes usually prohibit deception and unfairness in general terms, courts often look to other sources of law for guidance. Many consumers have successfully used the state UDAP statute as a vehicle for enforcing Federal Trade Commission rules or requirements under other statutes and regulations.¹⁶

■ *Racketeer Influenced and Corrupt Organizations Act (RICO).*¹⁷ Litigants have used RICO to attack various forms of fraud, including consumer fraud.¹⁸ Civil penalties available under RICO include treble damages and attorney fees. RICO claims must be based on a pattern of racketeering activity or collection of an illegal debt—terms which are defined in the statute and judicial decisions. The relationship between the defendant and an enterprise must satisfy complicated requirements. Case law interpreting RICO is complex and in a constant state of flux, and there is some judicial hostility to it. Many states have a RICO law of their own that provides for a simpler private cause of action based on a wider range of predicate offenses.

Credit Terms. Are credit terms properly disclosed and do they comply with applicable statutes and regulations?

■ *State Credit Laws.* Businesses that prey on low-income consumers often impose unconscionable finance charges. The first step in analyzing such a transaction is to determine whether a state credit law applies to the transaction. State credit laws may include retail installment sales acts, motor vehicle installment sales acts, installment loan laws, rent-to-own statutes, payday loan laws, small loan acts, secondary mortgage acts, or comprehensive consumer credit laws such as the Uniform Consumer Credit Code.¹⁹ Determining whether a particular state statute applies to a transaction is sometimes surprisingly difficult since the creditor may attempt to disguise one type of transaction as another in order to avoid regulation. After determining that a state credit statute applies to the transaction, the advocate has another hurdle to overcome. Several federal statutes preempt state usury laws as to

¹³ Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations, 16 C.F.R. pt. 429 (2001).

¹⁴ 15 U.S.C. §§ 1661–1665a (2000); Truth in Lending (Regulation Z), 12 C.F.R. §§ 226.16, 226.24 (2001) [hereinafter Regulation Z].

¹⁵ See UNFAIR AND DECEPTIVE ACTS AND PRACTICES, *supra* note 9.

¹⁶ See *id.* § 3.2.7.

¹⁷ 18 U.S.C. §§ 1961–1968 (2000).

¹⁸ See UNFAIR AND DECEPTIVE ACTS AND PRACTICES, *supra* note 9, §§ 9.2, 9.3.

¹⁹ UNIF. CONSUMER CREDIT CODE, 7A U.L.A. 1 (Supp. 1999).

interest rates, charges, or certain types of loan terms, at least with respect to certain types of lenders or certain types of transactions.²⁰ Under some of the preemption statutes, states have the right to opt out of the effects of the federal preemption. Practitioners should always determine whether federal preemption applies to the transaction under analysis. If a creditor invokes federal preemption, the consumer's advocate should make sure that the creditor has complied with all the federal statutes' preconditions. When a state credit law applies and is not preempted, it will govern the cost of credit, including the finance charge, authorized additional charges, and delinquency and deferral charges. These statutes often place limitations on other credit terms, such as security interests, prepayment rights, and creditors' enforcement rights. Specific remedies available to the consumer are often prescribed.

■ *Credit Practices Rule*. The Federal Trade Commission's credit practices rule places limitations on certain credit contract terms.²¹ The rule prohibits, among others, nonpurchase money security interests in household goods, pyramiding late charges, confessions of judgment, wage assignments, and waivers of exemption. It also requires specific disclosures to cosigners of the risks that they are undertaking. As is true for other Federal Trade Commission rules, there is no private cause of action to enforce this rule. However, most courts hold that terms violating the rule are unen-

forceable and that inclusion of such terms is a UDAP violation.

■ *Truth in Lending Act*. The Truth in Lending Act, passed in 1968, was the U.S. Congress' first modern foray into consumer protection.²² The thrust of the Truth in Lending Act is not to regulate credit terms but to require accurate, uniform disclosure of those terms. Actual damages, statutory damages, and attorney fees are available for violations. For certain nonpurchase money residential mortgage credit, the borrower has an unconditional right to cancel for three business days after consummation of the transaction, and this right can be extended up to three years if the creditor fails to make certain key Truth in Lending disclosures properly.²³ Rescission voids the security interest and cancels any obligation to pay finance charges (even if accrued) or closing costs.

■ *Home Ownership and Equity Protection Act (HOEPA)*. Congress' primary response to the predatory lending crisis, HOEPA singles out certain high-rate mortgage loans and subjects them to special disclosure requirements and restrictions on terms.²⁴ A high-rate loan is defined as one in which (1) the annual percentage rate exceeds the interest rate for U.S. Treasury bonds by a certain number of percentage points or (2) the total dollar amount of points and fees that the borrower pays at or before closing exceeds a certain percentage of the total loan amount.²⁵ Pur-

²⁰ The primary preemption statutes are the Depository Institutions Deregulation and Monetary Control Act of 1980, 12 U.S.C. §§ 1730, 1735f-7n note, 1737f-7 note, 1831(d) (2000); the Alternative Mortgage Transactions Parity Act, 12 U.S.C. §§ 3801-3805 (2000); and the National Bank Act, 12 U.S.C. § 85 (2000). See NAT'L CONSUMER LAW CTR., *THE COST OF CREDIT: REGULATION AND LEGAL CHALLENGES* ch. 3 (2d ed. 2000 & Supp. (2002)).

²¹ Credit Practices, 16 C.F.R. pt. 444 (2001); see UNFAIR AND DECEPTIVE ACTS AND PRACTICES, *supra* note 9, § 5.1.3.1.

²² 15 U.S.C. §§ 1601-1667e (2000); see also Regulation Z, 12 C.F.R. pt. 226 (2001); Consumer Leasing (Regulation M), 12 C.F.R. pt. 213 (2001). See generally NAT'L CONSUMER LAW CTR., *TRUTH IN LENDING* (4th ed. 1999 & Supp. (2001)).

²³ 15 U.S.C. § 1635 (2000).

²⁴ *Id.* §§ 1602(aa), 1639; see also Regulation Z, 12 C.F.R. §§ 226.31-226.34 (2001). The Federal Reserve Board has issued a revised version of the Home Ownership and Equity Protection Act provisions of Regulation Z, effective October 1, 2002. Truth in Lending, 66 Fed. Reg. 65604 (Dec. 20, 2001) (to be codified at 12 C.F.R. pt. 226).

²⁵ The calculations for determining whether a loan meets either of these two triggers are discussed in detail in NAT'L CONSUMER LAW CTR., *STOP PREDATORY LENDING: A GUIDE FOR LEGAL ADVOCATES* (2002), and *TRUTH IN LENDING*, *supra* note 22, ch. 10.

chase-money loans and open-end credit are not covered, however. If a creditor enters into a HOEPA-covered credit transaction and does not comply with the special disclosure requirements, includes a prohibited term, or engages in a prohibited practice, the consumer may enforce the remedies that the Truth in Lending Act provides: actual damages, statutory damages, attorney fees, and, in some cases, the right to rescind the transaction. HOEPA allows the consumer to recover an enhanced statutory damage award consisting of all finance charges and fees that the consumer pays. HOEPA also makes obligation assignees liable, up to a certain cap, for all claims and defenses that may be asserted against the original creditor.

■ *Special State Laws Applicable to Particular Types of Transactions.* Many states have special laws applicable to transactions with particular types of providers such as health spas, loan brokers, credit repair organizations, telemarketers, membership campgrounds, and buyers clubs.²⁶ These laws generally provide some substantive requirements as to the terms of the transaction and the seller's obligations. Many provide a private cause of action or explicitly state that a violation is a UDAP violation.

Performance. If the transaction was a sale, did the seller perform its obligations?

■ *Uniform Commercial Code.* Article 2 of the Uniform Commercial Code establishes numerous types of warranties relat-

ed to the sales of goods and services.²⁷ Every state has also adopted a lemon law, applicable to new motor vehicles, and some have special protections for purchasers of used vehicles or other goods.²⁸

■ *Magnuson-Moss Warranty Act.* The Magnuson-Moss Warranty Act sets disclosure requirements and minimum standards for warranties and makes disclaimers of implied warranties ineffective in some circumstances.²⁹ The Act goes beyond most states' warranty laws by authorizing the awarding of attorney fees in addition to damages.

■ *Federal Odometer Law.* The federal odometer law prohibits tampering with odometers, establishes disclosure standards, and authorizes treble damages up to \$1,500 and attorney fees.³⁰ Many states have also enacted legislation dealing with odometer tampering.³¹

■ *Federal Trade Commission Used Car Rule.*³² The used car rule sets forth requirements for warranty disclosures as well as other types of information to be given in conjunction with used car sales.³³ As is true for other Federal Trade Commission rules, there is no implied private right of action. Still the rule is useful as a basis for state UDAP or Magnuson-Moss claims.

Collection. Is the debtor being harassed for payment? Are the borrower's assets being threatened?

■ *Fair Debt Collection Practices Act.*³⁴ The federal Fair Debt Collection Practices

²⁶ For a survey of Unfair and Deceptive Acts and Practices statutes and other state laws applicable to particular types of transactions, see UNFAIR AND DECEPTIVE ACTS AND PRACTICES, *supra* note 9, ch. 5.

²⁷ U.C.C. §§ 2-313–2-315 (2000).

²⁸ See NAT'L CONSUMER LAW CTR., CONSUMER WARRANTY LAW (2d ed. 2001 & Supp. (2002)).

²⁹ 15 U.S.C. §§ 2301–2312 (2000); Interpretation of Magnuson-Moss Warranty Act, 16 C.F.R. pt. 700 (2001); Disclosure of Written Consumer Product Warranty Terms and Conditions, *id.* pt. 701 (2001); Pre-Sale Availability of Written Warranty Terms, *id.* pt. 702 (2001); Informal Dispute Settlement Procedures, *id.* pt. 703 (2001). See generally CONSUMER WARRANTY LAW, *supra* note 28, ch. 2.

³⁰ 49 U.S.C. §§ 32,701 *et seq.* (Supp. 1999); Odometer Disclosure Requirements, 49 C.F.R. §§ 580.1–.17 (2001). See generally NAT'L CONSUMER LAW CTR., AUTOMOBILE FRAUD chs. 3, 4 (1998 & Supp. (2001)).

³¹ See AUTOMOBILE FRAUD, *supra* note 30, ch. 5.

³² Used Motor Vehicle Trade Regulation Rule, 16 C.F.R. pt. 455 (2001).

³³ See CONSUMER WARRANTY LAW, *supra* note 28, ch. 14.

³⁴ 15 U.S.C. §§ 1692–1692o (2000).

Act regulates collection practices of third-party collectors.³⁵ It does not cover creditors collecting their own debts. The Act regulates communications to third parties and prohibits harassment, abuse, false or misleading representations, and unfair practices. It also requires a validation notice. Damages, statutory penalties, and attorney fees are authorized. State laws in many states go beyond the federal Act and regulate collection practices of both third-party collectors and creditors. These statutes may be found in state consumer codes, UDAP statutes, or collection agency licensing laws.³⁶

■ *Repossession.* Article 9 of the Uniform Commercial Code specifies creditors' duties and consumers' rights with respect to the repossession of collateral.³⁷ A creditor who fails to comply with Article 9 requirements in a consumer transaction is liable for actual damages and, for some violations, a statutory damage award of the finance charge and 10 percent of the principal.³⁸ A creditor's failure to comply with Article 9 may also bar it from recovering a deficiency judgment. Article 9 was revised extensively in 1999, and all fifty states and the District of Columbia have adopted the revised version.

■ *Foreclosure of Residential Property.* Other than state laws governing foreclosure procedures, several laws must be consulted for possible claims, defenses, and useful remedies. Rescinding the contract (and voiding the security interest that threatens foreclosure) is sometimes an available remedy:

(1) The possibility of rescission under the

Truth in Lending Act or HOEPA should be investigated in every foreclosure case. In addition to the potent remedy of rescission, by offsetting part of the balance of the mortgage, statutory and actual damages under the Truth in Lending Act and HOEPA can help make a workout of the mortgage affordable.

(2) State credit regulation laws, such as licensing laws or other usury laws, provide relatively stiff penalties for certain violations.³⁹ These provisions can be used to stop a foreclosure by voiding the transaction.

(3) Many home improvement contracts arise from home solicitation sales. The Federal Trade Commission rule concerning a cooling-off period for door-to-door sales provides a three-day right to cancel covered transactions.⁴⁰ Many states have enacted similar statutes.⁴¹ Most courts hold that the right to cancel extends until the seller gives proper notice of the right to cancel. As a result, a noncomplying contract may often be cancelled years later.

■ *Garnishment and Attachment.* Federal law limits the amount of earnings that most judgment creditors may garnish; the law protects workers from discharge due to wage garnishment.⁴² Most courts hold that an implied federal cause of action to enforce the prohibition against discharge does not exist, but usually the worker may assert a state law claim of wrongful discharge.⁴³ All states have statutes prescribing procedures for garnishment and limitations on the amounts and types of assets that may be garnished. In some states the restrictions on wage garnish-

³⁵ See NAT'L CONSUMER LAW CTR., FAIR DEBT COLLECTION chs. 3–7 (4th ed. 2000 & Supp. (2002)).

³⁶ See *id.* at ch. 11.

³⁷ NAT'L CONSUMER LAW CTR., REPOSSESSIONS AND FORECLOSURES (4th ed. 1999 & Supp. (2001)).

³⁸ U.C.C. § 9-625 (2000).

³⁹ See NAT'L CONSUMER LAW CTR., THE COST OF CREDIT: REGULATION AND LEGAL CHALLENGES ch. 9 (2d ed. 2000 & Supp. (2002)).

⁴⁰ Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations, 16 C.F.R. pt. 429 (2001).

⁴¹ See UNFAIR AND DECEPTIVE ACTS AND PRACTICES, *supra* note 9, § 5.8.

⁴² 15 U.S.C. §§ 1671–1677 (2000).

⁴³ See FAIR DEBT COLLECTION, *supra* note 35, § 12.4.

ment go beyond those that federal law provides.⁴⁴ Some federal statutes also protect certain types of income from garnishment, such as social security and Supplemental Security Income benefits.⁴⁵ All states also have statutes that specify the property exempt from execution to satisfy a judgment.⁴⁶

■ *Bankruptcy.* Bankruptcy can resolve a host of emergency and long-term problems that low-income clients face. Deciding whether a Chapter 7 or a Chapter 13 proceeding is more appropriate, or what to do about secured debts, may not be obvious. The National Consumer Law Center's bankruptcy manual serves as a practical reference for legal services advocates.⁴⁷ It discusses bankruptcy and public housing evictions, utility shutoffs, and other situations that cross boundaries of legal services specializations. Designed for both the generalist and the specialist, the manual includes hundreds of sample forms and pleadings and software for preparing bankruptcy forms and schedules.

Getting Help

The National Consumer Law Center publishes a series of practice manuals on the areas of consumer law of greatest importance to low-income clients. (See sidebar.) It also publishes three volumes on litigation issues, covering class actions, arbitration, and pleadings. Each of these volumes includes a CD-Rom with searchable copies of relevant statutes and regulations, sample pleadings, and practice aids such as interview forms and APR (annual percentage rate) calculation tools.

The National Consumer Law Center's manuals focus on specific issues that low-income legal services clients face; the manuals supply the tools that advocates need to address them. Most are supplemented annually. These books are offered to legal services offices at a steep discount.⁴⁸ The center sends twenty-four newsletters free of charge to each legal services office every year. The newsletters serve as updates between manual supplements.

The National Consumer Law Center's annual consumer rights conference is an excellent occasion for advocates, whether experienced or new to consumer law, to learn from experts in the field. The center presents a consumer law program every year at the National Legal Aid and Defender Association substantive law conference and participates in local training events on a fee-for-service basis. The center provides advice and assistance on specific cases to legal services advocates. Special funding in some states enables the center to provide this service free of charge. In other states the center is required to charge for its time when service exceeds a few minutes.

THIS GUIDE TO ANALYZING CREDIT TRANSACTIONS does not encompass the entire world of consumer law, which can cover insurance, rate setting, fraud, and other torts. It is, however, a starting point for understanding the basics of legal services consumer law practice. This article is presented as a road map, and it is a map that can lead to approaches to countless problems that legal services clients encounter.

⁴⁴ *Id.*

⁴⁵ 42 U.S.C. § 407 (Supp. 1999) (Social Security); 42 U.S.C. § 1383(d)(1) (Supp. 1999) (SSI).

⁴⁶ See FAIR DEBT COLLECTION, *supra* note 35, ch. 12.

⁴⁷ NAT'L CONSUMER LAW CTR., CONSUMER BANKRUPTCY LAW AND PRACTICE (6th ed. 2001).

⁴⁸ For ordering information, contact Publications Department, National Consumer Law Center, 77 Summer St., 10th Floor, Boston, MA 02110; 617.542.8089; fax 617.542.7398; publications@nclc.org.

National Consumer Law Center Publications

The National Consumer Law Center publishes the following practice manuals on consumer law areas that are of importance to low-income clients:

- CONSUMER BANKRUPTCY LAW AND PRACTICE
- FAIR DEBT COLLECTION
- CONSUMER WARRANTY LAW
- TRUTH IN LENDING
- UNFAIR AND DECEPTIVE ACTS AND PRACTICES
- THE COST OF CREDIT: REGULATION AND LEGAL CHALLENGES
- CREDIT DISCRIMINATION
- STOP PREDATORY LENDING: A GUIDE FOR LEGAL ADVOCATES
- FAIR CREDIT REPORTING ACT
- AUTOMOBILE FRAUD
- REPOSSESSIONS AND FORECLOSURES
- STUDENT LOAN LAW
- CONSUMER BANKING AND PAYMENTS LAW
- ACCESS TO UTILITY SERVICE

The center publishes three volumes on litigation issues:

- CONSUMER CLASS ACTIONS: A PRACTICAL LITIGATION GUIDE
- CONSUMER ARBITRATION AGREEMENTS
- CONSUMER LAW PLEADINGS ON CD-ROM

The center publishes four books designed for both lawyers and nonlawyers:

- SURVIVING DEBT: A GUIDE FOR CONSUMERS
- MANUFACTURED HOME BUYER'S GUIDE
- CONSUMER RIGHTS FOR IMMIGRANTS
- RETURN TO SENDER: GETTING A REFUND OR REPLACEMENT FOR YOUR LEMON CAR

The center also publishes a variety of brochures on a range of consumer issues.