

# Consumer Law

Newsletter

Volume 6, No. 2

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State Bar of Michigan Consumer Law Section



## ANNUAL MEETING KEYNOTE

# Can consumers be forced into binding arbitration?

By Adam G. Taub

Arbitration is arguably the most important issue in consumer law these days. If current trends continue, consumers will be shut out of the courts and forced into arenas a) which are chosen and supported by the defendants; b) which routinely and institutionally ignore the protections provided by consumer legislation and c) which are cost prohibitive. Current trends involving arbitration will be the focus of the keynote speech at this year's Consumer Section Annual Meeting.

F. Paul Bland, Jr., is a Staff Attorney for Trial Lawyers for Public Justice (TLPJ), Washington D.C., where he engages in socially significant, precedent-setting, complex civil litigation. He is also a board member of the National Association of Consumer Advocates (NACA) and a co-author of a forthcoming Manual on Consumer Arbitration Agreements, to be published by the National Consumer Law Center (NCLC).

Mr. Bland will address the section at its annual meeting. As Director of TLPJ's Mandatory Arbitration Abuse Prevention Project

and chairman of the Association of Trial Lawyers of America's Mandatory Arbitration Litigation Group, Mr. Bland has been at the forefront of litigation involving forced arbitration. For his efforts, he was named the 2001 Maryland Trial Lawyer of the Year by the Maryland Trial Lawyers Association for his successful argument in *Wells v. Chevy Chase Bank*, 363 Md. 232, 768 A.2d 620 (2001).

Arbitration abuse is a particularly important topic for all consumer advocates, especially in the state of Michigan, where, in some courtrooms, at least, justice is given less priority than "docket management."

Mr. Bland's other areas of expertise include representing consumers in class actions, fighting class action abuse, ERISA preemption, SLAPP suits and qui tam litigation. He has handled or is currently handling appeals before five U.S. Courts of Appeal and half a dozen state Supreme Courts. In his spare time, Mr. Bland enjoys spending time with his family and writing critical reviews of rock concerts.

### Consumer Law Section Annual Meeting

(during the State Bar Annual Meeting)

Thursday, September 13, 2001

Lansing Center & Radisson Hotel Lansing

Section Business Meeting: 9:00 a.m.

Election of officers and open council seats

Bylaw Revisions

(Nominations from the Nominating Committee can be found on page 8)

Program: 10:00 a.m.

Frank J. Kelley Consumer Law Award presentation

Speaker: F. Paul Bland, Jr., "The Fight Over the Mandatory Arbitration Clause"

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# COUNCIL 2000-2001

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## From the Chair

By Carolyn Bernstein

I have enjoyed my year as chair of the Consumer Law Section, now in its sixth year of service to the consumer community. I thank the officers and council for their hard work, creative ideas and dedication to improving consumer advocacy in the state. We have accomplished much but we have hard work ahead.

I look forward to our annual meeting where I will present the annual Frank J. Kelley Consumer Advocacy Award to this year's recipient, Fred Miller, a tireless and effective defender of consumer rights. This year's speaker, Paul Bland of the Trial Lawyers for Public Justice, is an active litigator and frequent lecturer on how to challenge arbitration clauses in consumer contracts and recent developments in arbitration caselaw.

During the past year, the section's committees have been actively pursuing several projects. The pro bono committee has been instrumental in helping the legal aid community clarify and maintain consistent standards for handling and referring consumer attorney fee-generating cases. The committee also formulated a means to tie the section's donation to the Access to Justice Campaign to the creation of a consumer position by the Michigan Poverty Law Program. While our donation is too small to fund the position, we hope the gift will strengthen MPLP's applications for larger grants that would fund the position. And if the position cannot be created by September, then the donation will go to the Access to Justice's general fund and we will review the matter next year.

The legislative committee reviewed and analyzed several bills regarding consumer amendments including, for example, payday lending, contractor licensing regulations, home solicitation sales, increasing the minimum price for contracts subject to the statute of frauds, telephone solicitation regulations, mortgage foreclosure attorney fee changes, and the consumer pricing act.

The education committee is in the process of determining what types of consumer trainings or meetings our members want the most. Several options are being considered such as an open or panel discussion enabling our members to network informally or a more structured and substantive consumer training. Many council and section members already appear annually at the MPLP Roadshow as consumer trainers. This committee is also continuing work on the practitioner's guide to handling consumer cases and has ideas for generating interest in consumer affairs by non-legal advocates through an essay contest.

Finally, the by-law committee drafted changes to be considered by our members at the annual meeting with an eye toward allowing speedier votes by the council to adopt legislative positions or take other action, by implementing electronic notice and voting rules. The recommended changes also contain officer term restrictions to foster broader council participation among our members.

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# Fred Miller is our 5<sup>th</sup> Annual Frank J. Kelley Award Recipient

By Carolyn Bernstein

The Consumer Law Section is very pleased to announce our annual recipient of the Frank J. Kelley Consumer Advocacy Award, Fred Miller. This award, now in its 5th year, was created by the Consumer Law Section of the State Bar of Michigan to honor outstanding consumer advocates in our state.

Mr. Miller has enjoyed a long and dedicated career as a consumer advocate in the State of Michigan. Starting out as a staff attorney for the UAW Legal Services Plan in 1986 he specialized in consumer law and his expertise was quickly recognized. Within three years, he was promoted to the position of Litigation Coordinator for the Michigan region, and now holds that position for all Plan offices nationwide. In that capacity, Mr. Miller provides litigation support, co-counsels difficult cases, handles appellate work, runs skills trainings and maintains the in-house consumer listserv for the Plan. He is the primary force behind the Plan's pleadings bank that offers standard complaints, discovery materials and briefs on major consumer issues. His ability to respond nearly instantaneously to questions on every conceivable consumer issue confounds and amazes those of us who benefit from it every day.

Mr. Miller lectures extensively both inside and outside the Plan on substantive consumer and real estate litigation ranging from the Truth in Lending Act to how to defeat arbitration contract provisions. He is a regular at the annual Michigan Poverty Law Program's Roadshow and speaks at the CORT Legal Services Training in Ohio.

Our regular readers will recognize Mr. Miller as the current editor of the Consumer Newsletter and a frequent contributor. He also edited the Michigan Bar Journal's Consumer Law issue in 1997.

Mr. Miller was a member of the Consumer Committee of the State Bar from 1994 to 1996. He was highly instrumental in the committee's transformation to section in 1996 and was elected section chair in 1997. The evolution to section has authorized us to adopt policy positions on pending legislation not allowed by committees and enabled Mr. Miller to testify before the legislature several times on behalf of consumers.

Fred Miller richly deserves this honor.

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## From the Chair

*continued from page 2*

If you aren't already on our listserv, please consider signing up. The listserv is an effective method of tapping into the expertise of our members and mobilizing them into action. For example, we convinced Judge Hillman of the U.S. Western District to publish a pro-consumer decision on MCPA emotional distress damages by encouraging our members via the listserv to contact him to plead for publication. You must be a member of the section to join.

In September, I will pass the gavel to John Roy Castillo of the Consumer Affairs office in Detroit who will no doubt carry forward our plans with dedication and enthusiasm. We have had a productive year and I look forward to continuing the work next year.

## Welcome to Our Home!

[www.michbar.org](http://www.michbar.org)

Be sure to visit our Internet site for the latest Section news and project updates!



### Using the Section Listserv

The Section listserv can help you and your practice

There is no fee for joining and all members of the Section who have provided the State Bar with an e-mail are added to the list. All section members are invited to participate. If you are a member of the section and you are not receiving e-mail from the listserv, you can be added by sending an e-mail to [Ianlaw@flashcom.net](mailto:Ianlaw@flashcom.net), and asking to join the section's e-mail listserv. If you have begun receiving messages and do not want to be a member, simply post a response to the list asking to un-subscribe.

### How to Post a Message or Response

If you have a question about consumer law in the state or the section's current projects, just send an email message to [consumerlaw@lists.michbar.org](mailto:consumerlaw@lists.michbar.org). The message will then be routed to all the members of the list.

# A federal judge holds non-economic damages available under the MCPA

By Gary M. Victor

## INTRODUCTION

The Michigan Consumer Protection Act (MCPA)<sup>1</sup> provides that in an individual action a “person who suffers a loss” may recover \$250 or “actual damages,” whichever is greater, together with reasonable attorneys fees.<sup>2</sup> Ever since the enactment of the MCPA some twenty-five years ago, there has been a question whether the term “actual damages” includes non-economic damages for such items as mental anguish and pain and suffering. In *Avery v Industry Mortgage Co.*,<sup>3</sup> Judge Hillman, the senior district judge of Michigan’s Western District, Southern Division, has finally given us a well-reasoned, definitive answer. Non-economic damages are indeed available under the MCPA.

## THE CASE AND COURT’S REASONING

*Avery* involved a suit by mortgagors against their mortgagee following a fire loss.<sup>4</sup> The complaint, containing claims for non-economic damages, alleged that the mortgagee violated the MCPA by misleading plaintiffs regarding insurance coverage and the status of their mortgage.<sup>5</sup> The suit was filed in Montcalm County and removed to federal court on the basis of diversity.<sup>6</sup> The defendant moved to dismiss plaintiffs’ claims for non-economic damages. The matter was referred to the magistrate judge who concluded in his Report and Recommendation that the term “actual damages” in the MCPA did not include non-economic damages.<sup>7</sup> Plaintiff objected to this conclusion and Judge Hillman reviewed the issue *de novo*.<sup>8</sup>

As this issue was one of first impression and the MCPA fails to define either “loss” or “actual damages,” the Court was charged with the responsibility of interpreting the statute. The first question was the meaning of the word “loss.” The defendant argued that since statutes like the Whistleblowers Protection Act<sup>9</sup> (WPA) and the Elliot-Larsen Civil Rights Act<sup>10</sup> use the words “injury or loss” whereas the MCPA uses only the word “loss,” there was a legislative intention to limit the MCPA remedy. The Court disagreed, noting that Michigan courts have held the purpose of the MCPA is to protect consumers and that it is a remedial statute subject to a liberal interpretation.<sup>11</sup>

The Court reasoned that there was no evidence that the legislature considered either the WPA or Elliot-Larsen when enacting the MCPA, and more significantly, that a Michigan appellate court has already interpreted the word “loss” in the statute to include the con-

cept of “injury.”<sup>12</sup> *Mayhall v A.H. Pond Co, Inc.*<sup>13</sup> involved both the MCPA and the Pricing and Advertising Act<sup>14</sup> (PAA), each of which require the plaintiff to have suffered a “loss” in order to maintain an individual action for damages. The Mayhall Court concluded that by using the word “loss” in each of these statutes, the legislature

“Ever since the enactment of the MCPA some twenty-five years ago, there has been a question whether the term “actual damages” includes non-economic damages for such items as mental anguish and pain and suffering.”

intended to incorporate the “common-law requirement of injury.”<sup>15</sup> Judge Hillman agreed with Mayhall’s analysis and concluded that there was “no meaningful evidence that by using the word ‘loss’ the legislature demonstrated an implicit intent to limit remedies” under the MCPA.<sup>16</sup>

The next issue was the meaning of “actual damages.” The defense had argued that “actual damages” should be limited to pecuniary loss, a position accepted by the magistrate. Although the Court did not articulate the question in precisely this manner, it boils down to whether violations of the MCPA should be treated as torts or breaches of contract. Judge Hillman proceeded with an analysis of these theories in relation to the MCPA.

The Court noted the general rule that non-economic damages are not available in breach of contract actions unless it can be reasonably said that such damages were contemplated by the parties at the time that the contract was made.<sup>17</sup> In tort cases, however, such as those based in fraud or misrepresentation, non-economic damages for such items as mental distress and anguish are available.<sup>18</sup> For guidance on the issue of how to treat violations of a statutory duty, the Court turned to *Phillips v Butterball Farms Co, Inc.*<sup>19</sup>

In *Phillips*, the plaintiff claimed a retaliatory discharge on the basis of her filing a workers compensation claim. The question was whether the plaintiff was entitled to non-economic damages as a result of defendant’s violations of the Worker’s Disability Compensation Act.<sup>20</sup> The *Phillips* Court concluded that they were. Judge Hillman cited *Phillips* for the proposition that:

Rights arising from a breach of a private agreement, which sounds in contract, are distinct from those arising from a breach of statutory duty, which sounds in tort.<sup>21</sup>

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## A federal judge holds non-economic damages available under the MCPA

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The Court's next step was to discuss *Phinney v Perlmutter*.<sup>22</sup> In *Phinney*, the Court applied Phillips' non-economic damages analysis to a fraud claim and concluded that non-economic damages were available.<sup>23</sup> Judge Hillman reasoned that since Michigan courts analyzing MCPA and PAA cases analogized them to common-law fraud,<sup>24</sup> if non-economic damages were available for fraud claims, they should also be available for MCPA claims. He concluded:

[o]n the basis of *Phinney*, therefore, noneconomic damages are recoverable whenever they are determined to be the legal and natural consequences of a wrongful act and reasonably could have been anticipated.<sup>25</sup>

The Court then dealt with the defense argument based on *Pantelas v Montgomery Ward & Co, Inc.*<sup>26</sup> *Pantelas* held that mental distress damages were not recoverable under the PAA. Judge Hillman reasoned that the defense reliance on *Pantelas* as misplaced for three reasons:

First, the *Phinney* court held that the *Pantelas* discussion of the damages available in common-law fraud was dicta. Second, the *Phinney* panel noted that if the *Pantelas* discussion of fraud damages were not dicta, it would fail to follow earlier Michigan precedent permitting recovery of such damages in fraud cases. Third, the *Phinney* court noted that the *Pantelas* case did not address a situation in which the defendant had engaged in an intentional wrong. Instead, the defendant had negligently violated the PAA by not having a sufficient quantity of advertised paint rollers in stock at the time of advertisement.<sup>27</sup>

Of course, not every MCPA case will provide a factual context for an award including non-economic damages. Judge Hillman acknowledged this with his final conclusion.

I am satisfied that a determination whether noneconomic damages are available must be based on the application of the standard articulated by the *Phinney* court: whether the damages are the legal and natural consequences of the wrongful act and might reasonably have been anticipated. As a result, the availability of mental distress damages will turn on the facts of each case and ordinarily will be a question for the jury to determine, unless no genuine dispute exists that such damages could not naturally flow from the type of breach alleged.<sup>28</sup>

### CONCLUSION

As stated by the Supreme Court in *Dix v American Bankers Life Assurance*,<sup>29</sup>

[t]he Consumer Protection Act was enacted to provide an enlarged remedy for consumers who are mulcted by deceptive business practices. . . .<sup>30</sup>

Many of the unfair and deceptive practices that consumers are subjected to produce non-economic damages such as mental distress and anguish. For twenty-five years the question of whether the MCPA could be used to compensate consumers for these "losses"

had remained unanswered. That question has now been answered by Judge Hillman in *Avery v Industry Mortgage Co.*<sup>31</sup> In an MCPA case, whenever non-economic damages are "the legal and natural consequences of the wrongful act and might reasonably have been anticipated,"<sup>32</sup> they are recoverable.

### Endnotes

- 1 MCL §445.901, et seq.
- 2 MCL §445.911(2).
- 3 135 FSupp2d 840 (WD Mich 2001).
- 4 *Avery* at 841.
- 5 *Id.*
- 6 *Id* at 840.
- 7 *Id* at 840-841.
- 8 *Id* at 841.
- 9 MCL §15.363, et seq.
- 10 MCL §372.801, et seq.
- 11 *Id* at 842 citing *Forton v Laszar*, 239 Mich.App. 711 (2000) and *Price v Long Realty, Inc.*, 199 Mich App 461 (1993).
- 12 *Id* at 842-843.
- 13 129 Mich App 178 (1983).
- 14 MCL §445.350, et seq.
- 15 129 Mich App at 183.
- 16 *Avery* at 843.
- 17 *Id* citing *Kewin v Massachusetts Mutual Life Ins. Co.*, 409 Mich. 401 (1980).
- 18 *Id* citing *Veselenak v Smith*, 414 Mich. 567 (1982).
- 19 448 Mich 239 (1995)
- 20 MCL §418.301(11).
- 21 *Avery* at 183.
- 22 222 Mich App 513 (1997).
- 23 *Avery* at 843.
- 24 *Id* citing *Zine v Chrysler Corp*, 236 Mich App 261 (1999) and *Mayhall v. A.H. Pond Co, Inc.*, 129 Mich App 178 (1983).
- 25 *Avery* at 843-844.
- 26 169 Mich App 273 (1988).
- 27 *Avery* at 844.
- 28 *Id* at 845.
- 29 429 Mich 410 (1987).
- 30 *Id* at 417.
- 31 135 FSupp2d 840 (WD Mich 2001).
- 32 *Id* at 845.

### Reminder!

You can refer to the August, 2001 *Michigan Bar Journal* to review the proposed amendments to the Consumer Law Section's By-laws. Section members may vote on the amendments at the Section business meeting on Thursday, Sept. 13.

# Consumer rights revised in new UCC Article 9

By David Black and Fred Miller, UAW Legal Services Plan

(Adapted with permission from an article in the Plan newsletter, the Advocate)

The American Law Institute and the National Conference of Commissioners on Uniform State Laws approved a revised Article 9 (“Secured Transactions”) in 1999. Michigan has adopted the revisions, which went into effect here and in most states on July 1 of this year.

These revisions will affect consumer law practice most in the area of repossessions. Under the old version of Article 9-504(c)(3), a secured party had two major obligations after a repossession:

- giving proper notice of sale; and
- conducting the sale in a “commercially reasonable” manner.

Violations of these responsibilities can be raised as an affirmative defense to a deficiency suit. In addition, under old 9-507, the consumer may be entitled to statutory damages, if pled in a counterclaim, equal to the loan interest plus 10% of its principal.

The revised Article 9 continues to require notice and a commercially reasonable sale. With respect to notice (now in section 9-614, MCLA 440.9614), more detail should be forthcoming. The pre-sale notice must now include a description of the debtor and the secured party, a description of the collateral, the method of intended disposition, time and place of any public sale or the time after which any other disposition is to take place, a statement that the debtor is entitled to an accounting of the unpaid obligation, a description of any liability for a possible deficiency, and phone numbers for obtaining additional information. The Code now contains a “model notice” that if used provides the secured party with a “safe harbor” from liability.

Moreover, and for the first time, there is a requirement of a post-sale notice. Under 9-616 (MCLA 440.9616), the secured party must send an explanation for the amount of any surplus or deficiency and how this amount was calculated. Required calculations include balance before sale, proceeds of sale, expenses, and credits. This notice must be sent either before or when the secured party makes a demand for payment or within two weeks after receiving a request for this information.

With respect to the sale itself, while the relevant section has been renumbered, the substance of the law remains virtually unchanged, retaining an undefined “commercially reasonable” standard. See 9-610(b), MCLA 440.9610(2). However, there is a new, pro-consumer provision pertaining to purchases by the secured party or someone related to the secured party. In these types of sales, the deficiency can be recalculated based on the amount that would have been realized if the sale were not to an insider. See 9-615(f), MCLA 440.9615(6).

The current penalty provision for a secured creditor’s failure to comply has also been moved. The first portion of 9-625 (MCLA 440.9625) retains existing law: counterclaims against the secured party based on pre-sale notice and the sale itself can still yield an affirmative recovery of all of the interest and 10% of the principal. However, violations of the new post-sale notice provision are limited to actual damage plus statutory damages of up to \$500.

On a crucial issue for consumer attorneys, there is currently a split among the states with respect to whether a notice or other violation by a secured party creates an absolute bar to a deficiency or merely creates a rebuttable presumption that the sale was not commercially reasonable. The re-drafters of Article 9 struggled with this issue and decided to again leave it up to individual states to address the problem by court decision. In the new 9-626(a) (MCLA 440.9626(1)), the rebuttable presumption approach is codified for non-consumer deficiency cases. However, in subsection (2), the new statute specifically leaves to the courts the determination of the rules for consumer deficiency cases where the debtor alleges Article 9 violations. In doing so, the courts “may continue to apply established approaches.”

The Michigan Court of Appeals has twice held that lack of proper notice of sale results in an absolute bar to a deficiency judgment. *Honor State Bank v Timber Wolf Construction*, 151 Mich App 681; 391 NW2d 442 (1986); *State Bank of Standish v Keysor*, 166 Mich



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# Section Council Opposes Bills on Payday Lending, Foreclosure Fees and Statute of Frauds

By Laurin' Roberts Thomas

At the June 27, 2001 meeting of the Consumer Law Section Council, the Council voted to take positions on three bills currently pending in the legislature, SB 503, SB 349 and HB 4487. The Council voted to oppose all three.

**SB 503** would legalize payday lending in Michigan. The bill allows "service fees" of 18% on short-term loans with checks serving as collateral. On the typical payday loan for two to four week periods, the fees will constitute an annualized interest rate as high as 500%. The current bill has no licensing requirement, limited disclosure provisions and limited rights of consumers to sue for violations.

SB 503 was favorably reported out of the Senate Committee on Banking and Financial Institutions on June 5, 2001.

**SB 349** would change the law regarding fees for mortgage foreclosures. Upon review of the Bill, the Council felt that the bill is an excessive gift to foreclosure firms and mortgage companies and should be opposed.

The Bill's sanctions include attorney's fees in the redemption amount after foreclosure, whether or not the mortgage provides for attorney's fees. Additionally, in a residential mortgage foreclosure where no specific fee is listed in the mortgage, the Bill allows for a fee of up to 3% of amounts owed, a huge jump from the \$75 figure

in the current statute. The language of the Bill then assures us that "the amount permitted under this subsection is a reasonable amount for the fee of the attorney foreclosing a residential mortgage."

Finally, the Bill provides for a fee assessed against the mortgagor each time a sale is postponed, regardless of who postpones it, and states that "[I]f the real estate is not sold at a mortgage foreclosure sale, the attorney fee described in this section may be charged to the mortgagor by the mortgage holder and paid to the attorney retained to foreclose the mortgage." This appears to allow a fee even if the foreclosure is unsuccessful.

SB 349 was referred to the Senate Committee on Financial Services on 3/21/2001.

Finally, **HB 4487** proposes to increase from \$500 to \$1000 the minimum required price of goods for which a writing is required for an enforceable contract. In brief, we believe that the statute of frauds protection enjoyed by consumers should not be eroded by increasing the minimum price of goods from \$500 to \$1,000

HB 4487 has been passed by the House and was referred to the Senate Committee on Financial Services on June 14, 2001.

If you would like copies of these Bills or updates on these or any other Bills, the best source is [www.michiganlegislature.org](http://www.michiganlegislature.org).

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## Consumer rights revised in new UCC Article 9

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App 93; 419 NW2d 752 (1988). The same sanction has not so far been applied to violations of Article 9 requirements for a commercially reasonable re-sale. See *Wilson Leasing v Seaway Pharmacal Corp*, 53 Mich App 359; 220 NW2d 83 (1974) (set-off allowed for loss due to the unreasonable sale). These cases appear to set out the current "established approaches" that revised Article 9 allows courts to continue to use in consumer cases.

Revised Article 9 has some provisions of interest to consumer attorneys outside the repossession context. A regulation of the Federal Trade Commission (16 C.F.R. 433.2) requires that certain contracts contain the following Notice to counteract anti-consumer "holder in due course" doctrine:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

A question that has arisen is what happens when there is a contract that should have contained this Notice, but does not? Under 9-403(d) (MCLA 440.9403(4)), this question is specifically answered

for the first time. "If law other than this Article" (i.e. the FTC Regulation) requires "a statement to the effect that the rights of an assignee are subject to claims and defenses that the account debtor could assert against the original obligee" and the writing does not include the statement, then the writing has the same effect as if it included the statement and all claims and defenses are available to the account debtor.

Increasingly, the debts consumers owe are being assigned or sold to new entities over and over again. This can create confusion over where clients should send their payments. Revised 9-406(a) (MCLA 440.9406(1)) is designed to address this issue. While the language used is less than direct, the import is that the debtor can pay the original creditor until receiving an authenticated notice that payments should be made to the assignee. After receiving such notice, however, the debtor must pay the assignee or risk not receiving credit for the payment.

There has always been a little known and little-utilized provision of the U.C.C. (now 9-210, MCLA 440.9210) that allows a debtor to request an account of what is owed or a listing of the collateral for a loan. Such a request must be honored within 14 days. The first such request every six months is free. The creditor may now charge \$25 for each additional statement requested and provided within that period.

# Mark Your Calendar!

State Bar of Michigan Annual Meeting  
September 12-14, 2001



Consumer Law Section  
Thursday, September 13, 2001  
Section Business Meeting: 9:00 a.m.  
Arbitration Program: 10:00 a.m.

## NOMINATIONS OF OFFICERS AND COUNCIL MEMBERS FOR 2001-2002

Election at the Annual Meeting, Sept. 13, 9:00 am

Other nominations accepted from the floor

Chairperson: Chair-Elect **John Roy Castillo** (Detroit Consumer Affairs Dep't),  
automatically becomes Chairperson  
Chairperson-elect: **Kathy P. Fitzgerald** (Ass't Mich AG, Lansing)  
Treasurer: **Laurin' C. Roberts Thomas** (UAW-GM Legal Services Plan, Lansing)  
Secretary: **Frederick L. Miller** (UAW-GM Legal Services Plan, Detroit)

### Council seats

Three-year term, expires 2004:

**Mary Grace McCarter** (Oakland County Legal Aid)

**Steven E. Goren** (Goren & Goren, Birmingham)

**William Josh Ard** (Cooley Sixty Plus Clinic)

One-year term, filling vacancy:

**Daniel J. Andrews** (sole practitioner, Plymouth)



State Bar of Michigan  
Consumer Law Section  
Michael Franck Building  
306 Townsend Street  
Lansing, MI 48933-2083

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U.S. POSTAGE PAID  
LANSING, MI 48933  
PERMIT NO. 191