

In The Supreme Court Of Pennsylvania
Western District
2 WAP 2023

Earl John Dwyer and Christine Dwyer, husband and wife,
Appellants,

v.

Ameriprise Financial, Inc., Ameriprise Financial Services, Inc., Riversource Life
Insurance Company, James E. Anderson, Jr., and Duane Daniels,
Appellees.

**BRIEF OF *AMICI CURIAE*, NATIONAL CONSUMER LAW CENTER,
NATIONAL ASSOCIATION OF CONSUMER ADVOCATES,
COMMUNITY LEGAL SERVICES, PENNSYLVANIA LEGAL AID
NETWORK, LEGAL AID OF SOUTHEASTERN PENNSYLVANIA,
COMMUNITY JUSTICE PROJECT, NEIGHBORHOOD LEGAL
SERVICES ASSOCIATION, AND PHILADELPHIA LEGAL ASSISTANCE
IN SUPPORT OF APPELLANTS**

*Appeal from the Order of the Superior Court at No. 519 WDA 2021, filed July 8,
2022, affirming the judgment entered on April 26, 2021 by the Court of Common
Pleas for Allegheny County, Docket No. GD 01-006612.*

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PRELIMINARY STATEMENT

This appeal calls on this Court, once again, to protect the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 to 201-9.2 (“UTPCPL”), from narrow, restrictive interpretations that deny consumers the full scope of the remedial relief mandated by the statute. *See, e.g., Gregg v. Ameriprise Fin., Inc.*, 245 A.3d 637, 649 (Pa. 2021) (UTPCPL claim based on “deceptive” conduct does not incorporate common law requirement of proof of fraudulent intent); *Commw. by Shapiro v. Golden Gate Nat'l Senior Care LLC*, 648 Pa. 604, 194 A.3d 1010, 1026-1027 (2018) (overruling developing line of cases that restricted actionable “deceptive” conduct to false advertising claims); *Schwartz v. Rockey*, 593 Pa. 536, 932 A.2d 885, 898 (2007) (discretionary treble damage remedy under the UTPCPL is not constrained by the common-law requirements associated with the award of punitive damages); *Commw. by Creamer v. Monumental Properties, Inc.*, 459 Pa. 450, 329 A.2d 812, 822 (1974) (“We cannot presume that the Legislature when attempting to control unfair and deceptive practices in the conduct of trade or commerce intended to be strictly bound by common-law formalisms.”).

The Superior Court below incorrectly ruled that a trial court may deny UTPCPL treble damages based on a jury’s award of punitive damages on a separate count of common-law fraud. There is no basis within the UTPCPL for so restricting the statutory remedy. Nor was it correct for the Superior Court to consider the award of attorney’s fees under the statute as an additional reason to deny Appellants the

treble damage remedy. A court's discretion under the UTPCPL is limited to providing the "additional relief" prescribed by the statute, not nullifying such relief based on a distinct common law award or compensatory attorney's fees.

As this Court has instructed, *Golden Gate*, 194 A.3d at 1027-1028 ("The paramount goal of statutory interpretation is to give effect to the intentions of the General Assembly"), it is the language, structure and purposes of the statute that should guide the discretionary decision whether to impose the treble damage remedy, not subjective judicial concerns about the magnitude of a multi-count judgment. All of those statutory considerations point to the need to protect the integrity of the treble damage remedy from the erroneous legal interpretations that have warranted this appeal. Decisions interpreting consumer protection laws of sister states whose statutes, like ours, include treble damages provisions, provide further support for Appellants' position.

Where an innocent consumer is harmed by the deceptive acts or practices of a business, the consumer should not receive less under the UTPCPL because the defendant also committed common-law fraud. Such a rule contradicts and undermines the purposes of the UTPCPL, and will eventually dissuade persons from fully vindicating their statutory rights while also emboldening violators to engage in more egregious dishonest business practices. The remedial purposes and liberal construction rules of the UTPCPL should require the considered "*addition*" of treble damages where, as here, a jury has found the elements required to award punitive

damages for common-law fraud. The denial of statutory trebling based on the award on a common law claim or the *addition* of attorney fees is a refusal to exercise statutory discretion, not the application of such discretion. This case presents the Court with an opportunity to clarify the standards to be considered in awarding treble damages under the UTPCPL, and to reaffirm the broad, remedial purposes of the statute.

IDENTITY AND INTEREST OF AMICI CURIAE

Amici Curiae are non-profit consumer advocacy and legal services organizations dedicated to consumer protection and committed to advancing and protecting the interests of all consumers. They are identified and described in detail in Appendix A, attached hereto.

LEGAL ARGUMENT

I. THE LANGUAGE, STRUCTURE AND PURPOSES OF THE UTPCPL ESTABLISH THAT DISCRETION TO AWARD THE “ADDITIONAL RELIEF” OF TREBLE DAMAGES AND ATTORNEY’S FEES IS NOT CABINED BY THE AVAILABILITY OF OTHER RELIEF.

A. The General Assembly did not Include “Additional Relief” in UTPCPL § 9.2 to Permit the Nullification of Treble Damages when a Jury Awards Punitive Damages on a Common-Law Claim.

The private action provision of the UTPCPL, section 9.2, provides, in relevant part:

The court may, in its discretion, award up to three times the actual damages sustained, but not less than one hundred dollars (\$100), and may provide such *additional relief* as it deems necessary or proper. The court may award to the plaintiff, *in addition to* the relief provided in this section, costs and reasonable attorney fees.

73 P.S. § 201-9.2 (emphasis added).

The General Assembly’s use of both “additional relief” and the phrase “in addition to” are plain language indications that this remedy is meant to supplement other available relief, not to be denied simply because other relief was awarded for a common-law claim. Similarly, the separate statutory remedy of reasonable attorney fees is “in addition to” treble damages, not “instead of.” Consideration of such “additional” awards to deny treble damages would defeat the plain meaning of the word “additional,” which could not have been the legislative intent.

In *Schwartz v. Rockey*, this Court emphasized that, in interpreting the treble damage remedy in the UTPCPL, “it is best to adhere as closely as possible to the plain language of the statute,” and that “the courts’ discretion to treble damages under the UTPCPL should not be closely constrained” by extraneous considerations, – in that case the common-law requirements associated with the award of punitive damages. *Schwartz*, 932 A.2d at 898. It is worth noting that the Court rejected the dissent’s contention that the UTPCPL merely codified the principles governing punitive damages into the UTPCPL. *See id.* at 901 (Cappy, C.J., dissenting). Thus, in essence, this Court already held in *Schwartz* that the statutory language “in addition to” means what it says. Considerations attached to the discretionary trebling of damages must be considered “in addition to,” meaning independently from, the injured consumer’s entitlement to punitive damages under separate, common-law theories of recovery.

As other courts have recognized, “[t]here is a difference between *how* a trial court makes its decision and *what* decision it makes. The standard a trial court applies in evaluating whether to award [treble damages] is a legal decision; the conclusion that the court arrives at after applying that standard to the facts of a particular case is an exercise of discretion.” *See Ocean City, Md. v. Barufaldi*, 434 Md. 381, 391, 76 A.3d 952, 957 (2013). The decision to deny treble damages based on the award of punitive damages or attorney fees is a legal decision, not a discretionary one.

The discretion to treble should be measured by the statutory purposes of trebling: *e.g.* fully compensating consumers; incentivizing pursuit of small claims; and discouraging deceptive practices and artful, repetitive or widespread wrongful conduct. *See, e.g., Schwartz*, 593 Pa. at 557, 932 A.2d at 898; *District Cablevision Ltd. Partnership v. Bassin*, 828 A.2d 714, 727-728 (D.C. 2003). Statutory trebling is viewed from the consumer’s perspective, with a focus on compensation and consumer protection. A penalty offset, by contrast, is viewed from a defendant’s perspective, with a focus on a defendant’s punishment and ability to pay. Consideration of a defendant’s perspective is not within the discretion contemplated by the statutory language of section 9.2.

Hence, it was legal error to utilize a jury’s award of punitive damages or the added award of attorney’s fees as a basis to deny any award of treble damages.

B. Principles of Statutory Construction also Show it was Legal Error Not to Award UTPCPL Treble Damages.

In the absence of express statutory criteria specifying those circumstances where the “additional” relief of treble damages should be denied, the proper focus is on “the principles of statutory construction authorizing consideration of the occasion and necessity for the statute, the mischief to be remedied, the object to be attained, and the consequences of a particular interpretation.” *Schwartz*, 932 A.2d at 897 (citing 1 Pa.C.S. § 1921(c)). In doing that analysis, this Court has recognized that “many individual claims asserted under the UTPCPL will be small, as the statute

covers a wide range of consumer transactions.” *Id.* at 898. This Court has also recognized that protection of honest businesses against the unfair competitive advantage others gain from unlawful acts is another object of the statute. *Danganan v. Guardian Protection Servs.*, 645 Pa. 181, 179 A.3d 9, 13 (2018).

This focus on the broad, market-correcting purposes of the UTPCPL has been constantly present in this Court’s interpretation of the UTPCPL, starting from its seminal decision in *Monumental Properties* nearly fifty years ago. The UTPCPL was enacted “to place on more equal terms seller and consumer,” in “recognition of the unequal bargaining power of opposing forces in the marketplace.” *Monumental Properties, Inc.*, 329 A.2d at 816. As remedial legislation, the object of the UTPCPL was to prevent deception and exploitation. *Id.* As such, the UTPCPL “must be liberally construed to effect the purpose” of “fraud prevention” and “preventing unfair or deceptive practices.” *Id.* at 816–17. The UTPCPL was intended to *supplement* the common law, which already recognized claims sounding in fraud. *See Gabriel v. O’Hara*, 368 Pa. Super. 383, 534 A.2d 488, 491 (1987) (“The UTPCPL supplements rather than supplants traditional common law remedies with *per se* liability for a variety of unfair trade practices.”). *See also Golden State*, 194 A.3d at 1023 (UTPCPL should be interpreted liberally in order to effectuate the remedial goal of promoting consumer protection, citing *Monumental Props.*).

Consistent with the Act’s remedial purposes, the treble damages provision of the UTPCPL affords aggrieved consumers an incentive to prosecute even relatively

small claims against unfair and deceptive practices. The award of treble damages ensures that, where appropriate, aggrieved consumers can recover their real ascertainable losses, beyond their technical actual damages, to compensate for the delay, frustration and often substantial time, work and effort required to obtain just legal redress. In this sense, the treble damages provision markedly parts ways with the common law, as the common law limited a fraud victim's relief to pecuniary damages, with an opportunity for punitive damages for egregious or outrageous misconduct. *See Neuman v. Corn Exch. Nat. Bank & Tr. Co.*, 356 Pa. 442, 51 A.2d 759, 765–66 (1947).

Ironically, in *Schwartz*, the one example this Court offered for a circumstance where trebling is appropriate is where the consumer's injury was caused by intentional, as opposed to negligent, misconduct. 932 A.2d at 898 (noting that “the presence of intentional or reckless, wrongful conduct” as a reason to award treble damages “would be consistent with, and in furtherance of, the remedial purposes of the UTPCPL”).¹ Yet here, it was precisely the presence of intentional conduct so egregious as to warrant punitive damages on the separate common law claim that

¹ Plainly, there is an overlap between the purposes of the treble damage remedy under the UTPCPL and the common law punitive damages remedy, the latter being “to punish a tortfeasor for outrageous conduct and to deter him or others like him from similar conduct.” *Hutchison ex rel. Hutchison v. Luddy*, 582 Pa. 114, 870 A.2d 766, 770 (2005). But the purposes behind the UTPCPL remedy are much broader, for example, including the proper compensation of small consumer claims and the protection of honest businesses against the unfair competitive advantage others gain from unlawful acts. *Danganan*, 179 A.3d at 13.

caused the trial court to *deny* the treble damage remedy. Significantly, the trial court did not focus on—nor even mention—the intentionality or recklessness of defendants’ conduct, in derogation of this Court’s clear instruction in *Schwartz*. Nor did the trial court explain how the remedial purposes of the UTPCPL are served by refusing to award treble damages notwithstanding the jury’s finding that defendants intended to defraud plaintiffs. The remedial purposes of the UTPCPL are undermined, not served, by disregarding the intentionality of the defendants’ wrongful conduct—effectively treating deliberate fraudsters the same as careless vendors. As a result, the lower courts committed legal error by failing to exercise their statutory discretion and instead defaulting to an extra-textual “rough justice” conclusion of how much is “enough.”

The purpose of the treble-damage remedy is to encourage the use of the private civil remedy to even the playing field among one-time consumers and sophisticated, repeat-player merchants. Statutory trebling should be viewed from the perspective of the consumer plaintiff and the public interest at large, with a focus on compensation and consumer protection. The lower court’s use of the punitive damage award as an offset to the consumer’s relief, by contrast, shifted the focus impermissibly to concerns about the defendant’s ability to pay or about limiting the

extent of punishment. This was clear legal error, particularly where a jury had found that the defendants' conduct was intentional.²

C. An Award of Attorney Fees Under the UTPCPL is “In Addition” to Treble Damages, not “Instead Of.”

The Superior Court compounded the trial court's error by accepting “that the overall award of damages, in addition to attorneys' fees and costs, would sufficiently punish and deter Defendants from committing similar conduct in the future.” 2022 WL 2560023 at **4. This ruling was even more clearly at odds with the statutory language granting the courts discretion to award attorney fees “in addition to the relief provided in this section,” *i.e., in addition to* treble damages, not *instead of*. Moreover, by viewing the “overall” award from the defendants' perspective (“sufficiently punish”) rather than the consumers' perspective, both lower courts failed to consider the appropriate statutory standards for discretionary trebling. This was legal error, as it was a failure to exercise discretion based on extra-textual considerations that did not account for the ordinary consumer's substantial efforts,

² As Appellants point out, they would have fared better had they proceeded with UTPCPL treble damages of \$136,569.81 (\$45,569.81 in actual damages times three) in lieu of common law fraud damages of \$120,569.81 (\$45,569.81 in actual damages plus \$75,000 in punitive damages). The timing of the trial court's ruling on treble damages precluded plaintiffs from making an informed decision as to whether they should forgo one remedy over another. In any event, given the different purposes served by statutory remedial treble damages and common law punitive damages, there was no cause to impose upon plaintiffs the obligation to elect one remedy over the other.

work and frustrations in obtaining relief or the law’s general consumer protection purposes against repetitive, widespread and programmatic schemes and artifices.

The purposes of the fee-shifting mechanism built into the UTPCPL and other statutory remedies are well-established. *See, e.g., Krebs v. United Refining Co. of Pa.*, 893 A.2d 776 (Pa. Super. 2006) (“where the General Assembly has departed from the ‘American Rule’ . . . by providing a fee-shifting remedy in a remedial statute, the trial court’s discretionary award . . . must be made in a manner . . . to encourage potential plaintiffs to seek vindication of important rights and to deter defendants from conduct violating those rights.” (quoting *Krassnoski v. Rosev*, 454 Pa. Super. 78, 684 A.2d 635, 637-38 (1996))). Those purposes are obviously undermined by turning a fee award—granted in part to incentivize lawyers to bring cases like the one here—into a reason to *deny* relief to the consumer.

II. THE CONSUMER PROTECTION LAWS OF MANY OTHER STATES SUPPORT APPELLANTS’ POSITION.

This Court’s interpretation of the UTPCPL frequently has been assisted by references to decisions in other states regarding their versions of the UTPCPL. *See, e.g., Danganan*, 179 A.3d at 13 (adopting Washington State’s rationale for applying UTPCPL to protect non-resident consumers injured by deceptive conduct of Pennsylvania business); *Schwartz*, 932 A.2d at 898 (citing North Carolina’s reasoning that common-law requirements governing the award of punitive damages should not control application of treble damage remedy under statutory consumer

protection claim); *Monumental Properties*, 329 A.2d at 821 (citing Kansas, Missouri, Washington and New Hampshire cases supporting view that residential leasing should be treated as the “sale” of a service, and thus, covered by UTPCPL).

Pennsylvania’s peer states broadly support treating punitive damages, treble damages and attorney fees as separate remedies that should be evaluated independently of one another.

Ohio’s Consumer Sales Practices Act (CSPA), for example, authorizes courts to award attorney’s fees against sellers that knowingly commit unfair and deceptive practices. *Reagans v. MountainHigh Coachworks, Inc.*, 881 N.E.2d 245, 253 (Ohio 2008), interpreting Ohio Rev. Code Ann. § 1345.09. The Ohio Court of Appeals has explained that it is particularly important to consider an award of attorney fees under the CSPA separate from any punitive damage award under accompanying tort claims, in order to encourage consumers to bring these cases. *Cook v. Newman Motor Sales*, 2010 WL 1818947 *6 (Ohio. Ct. App. 2010). In addition, both treble and punitive damages can be awarded in a single case where the plaintiff meets the criteria for the respective remedy under the CSPA, though only actual, not punitive damages, are subject to trebling. *Whitaker v. M.T. Auto., Inc.* 855 N.E.2d 825, 830-32 (Ohio 2006).³

³ After *Whitaker* was decided, Ohio’s legislature amended the CSPA to impose monetary caps on “noneconomic damages,” but left untouched those distinct statutory provisions which separately authorize trebling of “actual economic

West Virginia's consumer protection statute provides for actual damages and civil penalties of \$1,000 per violation up to a maximum of \$175,000, as well as discretionary attorney's fees. *See* W. Va. Code Ann. §§ 46A-5-101(4) and 46A-5-104. Interpreting this law, courts have emphasized that each of these remedies is to be considered and applied independently. *See Vanderbilt Mortg. and Finance, Inc. v. Cole*, 740 S.E.2d 562, 567-73 (W. Va. 2013) (separately analyzing availability of actual damages, civil penalties and attorney fees and rejecting relevance of denial of one remedy to appropriateness of another).

The **District of Columbia's** consumer protection law also permits punitive and treble damages as well as reasonable attorney's fees, as they all serve different purposes. *See* D.C. Code Ann. § 28-3905(k)(2). Proof of "outrageous wrongdoing where the defendant has acted with evil motive, actual malice, or in willful disregard for the rights of the plaintiff" is required for punitive damages, which serve "to punish unlawful conduct and to deter its repetition." *District Cablevision Ltd. Partnership v. Bassin*, 828 A.2d 714, 725 (D.C. 2003). But treble damages, by contrast, "serve a remedial rather than a punitive purpose," and both punitive and treble damages are independently recoverable. *Id.* at 728-29. *See also Byrd v. Jackson*, 902 A.2d 778 (D.C. 2006) (affirming award of both treble damages and punitive damages).

damages" and an award of attorney's fees. 2006 Ohio Laws File 198 (Am. Sub. S.B. 117) (eff. Oct. 31, 2007).

In short, the law of other states supports Appellants' position here. It is well established that the purposes and requirements of punitive damages and treble damages are not identical, and therefore should be considered and awarded separately. A request for treble damages after a jury verdict awarding punitive damages is not a call for redundant or duplicative relief, but rather a proper request that must be considered separately to vindicate the remedial purposes of the UTPCPL.

Nullifying a statutory award because of a common-law award and attorney fee-shifting is not an exercise of discretion. It is a legal decision not to exercise statutory discretion based on a common-law conclusion of "sufficient punishment." The lower courts erred as a result.

CONCLUSION

The judgment of the Superior Court should be reversed.

Dated: March 23, 2023

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Michael D. Donovan, do hereby certify that I caused two copies of the foregoing Brief of *Amici Curiae* to be served upon the persons and in the manner indicated below which service satisfies the requirements of Pa. R. A. P. 121:

Date: March 23, 2023

Michael D. Donovan
Michael D. Donovan

CERTIFICATE OF COMPLIANCE WITH PA. R.A.P. 2135(a)(1)

I hereby certify, pursuant to Pa. R.A.P. 2135(a)(1) and 2135(d), that the foregoing brief contains 4,449 words according to the count of Microsoft Word, not exceeding the 7,000 word limit.

Date: March 23, 2023

Michael D. Donovan _____
Michael D. Donovan

APPENDIX A
IDENTITY AND INTEREST OF AMICI CURIAE

The nonprofit **National Consumer Law Center (“NCLC®”)** is recognized nationally as an expert in consumer law issues. Since 1969, 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. A major focus of NCLC’s work is to increase public awareness of, and to advocate protections against, deceptive sales and financing schemes. NCLC publishes a twenty-two volume Consumer Credit and Sales Legal Practice Series which includes *Unfair and Deceptive Acts and Practices* (10th ed. 2021) and *Consumer Class Actions* (10th ed. 2020), to assist attorneys whose clients have been victimized by unfair, fraudulent, or deceptive practices. In addition, NCLC has directly assisted attorneys in scores of cases brought under federal and state consumer protection statutes and regulations.

The **National Association of Consumer Advocates (“NACA”)** is a non-profit corporation whose members are private and public sector attorneys, legal services attorneys, and law professors and students whose primary practice or area of study involves the protection and representation of consumers. NACA’s mission is to promote justice for all consumers by maintaining a forum for information sharing among consumer advocates across the country and to serve as a voice for its members and consumers in the ongoing struggle to curb unfair and oppressive business practices.

Community Legal Services (“CLS”) provides civil legal assistance to the indigent in Philadelphia. CLS has committed substantial resources to consumer protection on behalf of its low-income clients. CLS has advised or represented hundreds of clients with consumer protection problems. CLS, in some cases working with the Philadelphia office of the Pennsylvania Attorney General’s Bureau of Consumer Protection, has successfully challenged deceptive practices of a rental referral agency, landlords/sellers using lease/purchase agreements and leases to evade the Landlord/Tenant Act and mislead tenants/purchasers about their rights, for-profit trade schools offering false promises of quick training for high-paying jobs, and predatory mortgage lenders and brokers that stripped hard-earned wealth from minority homeowners, among others. CLS believes that it is vital for the

UTPCPL to remain an effective tool to combat unfair and deceptive practices that victimize its low-income clients.

The **Community Justice Project ("CJP")** 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.

Legal Aid of Southeastern Pennsylvania ("LASP") is the largest non-profit organization providing free civil legal services to low-income residents in Bucks, Chester, Delaware and Montgomery counties, the suburban counties outside of Philadelphia. These counties contain pockets of poverty in locations such as Pottstown, Norristown, and Chester City, where the poverty population ranges from 20-35%. In the consumer law area, LASP represents clients in a variety of matters, including bankruptcy, debt relief, foreclosure, and other consumer litigation. Our client population consists of individuals who may have limited English speaking ability, limited literacy skills, particularly with respect to financial matters, the elderly and disabled, all of whom are particularly vulnerable to abusive practices with respect to consumer transactions. In 2018, LASP assisted over 800 clients in consumer law cases. LASP has successfully fought for clients facing predatory contracts, deceptive sales tactics, and in enforcing consumer protection laws such as

the UTPCPL. LASP recognizes the UTPCPL as an important tool in protecting low-income clients.

For more than 50 years, **Neighborhood Legal Services ("NLS")** has provided free civil legal representation, advice, and education to low-income individuals and families. Over the past 5 years, NLS has been involved in than 38,500 cases on behalf of indigent persons, senior citizens, veterans, and victims of domestic violence in Allegheny, Beaver, Butler and Lawrence Counties involving a wide range of civil legal issues of which more 10% were consumer-related.

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.

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.

Amici are interested in this case because of the significant impact it could have on consumers, especially low-income consumers, in Pennsylvania. No one other than *amici* has authored or paid for the preparation of this brief.