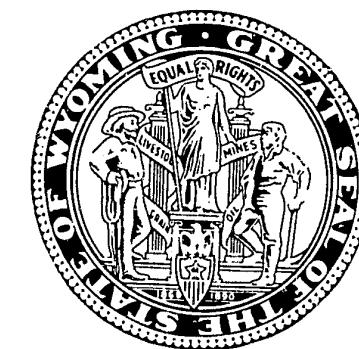


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WYOMING CONSUMER PROTECTION HANDBOOK



1983

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A.G. McClintock
Attorney General

Gay Vanderpool
Assistant Attorney General

INTRODUCTION

The law was not designed to protect only the business world. Consumers have rights too. The Wyoming legislature, in order to protect consumers, has enacted statutes declaring certain unfair business practices illegal and subject to sanctions.

This booklet contains examples of some of those practices which the consumer should be aware of, and explains how to avoid being exploited. Remember, it is your responsibility as a consumer to be informed about the quality of goods or services you buy. The ancient rule of "caveat emptor" (let the buyer beware) still has validity today.

If you think you have become a victim of "the great consumer rip-off," this booklet may also help you understand some of the procedures which may result in adequate compensation. Follow the steps outlined in the pages to follow before you do anything else.

U.S. Department of Justice
National Institute of Justice

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THE WYOMING CONSUMER PROTECTION ACT

Consumer education is the most effective protection against fraud and related consumer problems. As a Wyoming citizen, you are protected by a consumer law which declares that unfair or deceptive practices in the conduct of business is unlawful. As an educated consumer, you should be familiar with what unfair or deceptive practices are.

Definitions

For purposes of understanding the Wyoming Consumer Protection Act, consider the following definitions:

1. "Consumer transaction" includes advertising, offering for sale, sale or distribution of any merchandise to an individual for personal, family or household purposes;

Note: a. Sale by an individual who is not engaged in the business of selling that merchandise on a regular basis is not covered by the Wyoming Consumer Protection Act;

b. A sale of merchandise to a business for business use is not covered by the Wyoming Consumer Protection Act;

2. "Advertisement" includes the attempt, whether oral, visual, written or otherwise, and whether in person, by telephone or by any other means, to induce a person into an obligation or to acquire any title or interest in any merchandise;

3. "Merchandise" includes any service or any property or article of value wherever situated.

Unlawful Deceptive Trade Practices

Unlawful deceptive trade practice includes when, in the course of business and in connection with a consumer transaction, an individual knowingly:

1. Represents that merchandise has a source, origin, sponsorship, approval, accessories or uses it does not have. Be familiar with the products you buy and the firm you are buying them from;

2. Represents that he has a sponsorship, approval, or affiliation he does not have. This provision prohibits a merchant from misrepresenting that he is

sponsored or approved by or has affiliation with some consumer group, non-profit organization, government agency or other group, without the authority to so represent;

MISREPRESENTATION OF SELLER'S SPONSORSHIP, APPROVAL OR AFFILIATION!



3. Represents that merchandise is of a particular standard, grade, style or model, if it is not. This provision prohibits a merchant from passing off goods as national name brand products, if they are not;



MISREPRESENTATION OF STANDARD, GRADE, STYLE OR MODEL OF MERCHANDISE!

4. Represents that merchandise is available to the consumer for a reason that does not exist. A merchant who recurrently advertises "going out of business" sales, "lost our lease," "bankrupt liquidation," etc, sales would be within this provision, if the merchant is not going out of business;



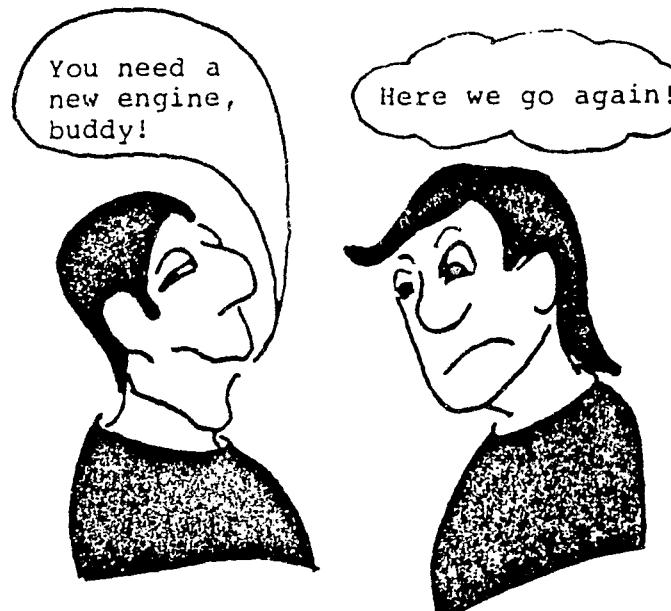
REPRESENTATION THAT MERCHANDISE IS AVAILABLE TO THE CONSUMER FOR A REASON THAT DOES NOT EXIST!

5. Represents that merchandise has been supplied in accordance with a previous representation, if it has not; except merchandise supplied by mistake or merchandise of equal or greater value supplied as a reasonably equivalent substitute for unavailable merchandise previously ordered. This provision prohibits merchants from sending products to consumers on the pretense that they were ordered, if they were not;

REPRESENTS THAT MERCHANDISE HAS BEEN SUPPLIED IN ACCORDANCE WITH PREVIOUS REPRESENTATION, IF IT HAS NOT!

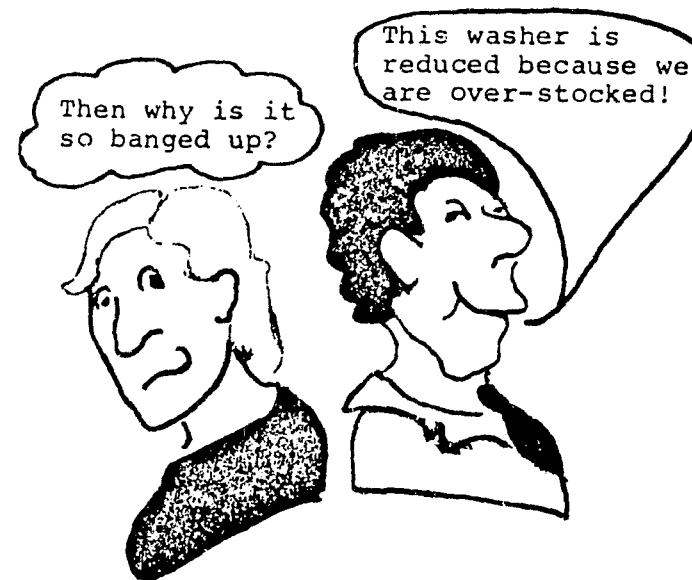


6. Represents that replacement or repair is needed, if it is not;



REPRESENTS THAT REPAIR IS NEEDED, OR REPLACEMENT, IF IT IS NOT!

7. Makes false or misleading statements of fact concerning the price of the merchandise or the reason for, existence of, or amounts of a price reduction;



MAKES FALSE OR MISLEADING STATEMENTS CONCERNING THE PRICE OR AMOUNTS OF PRICE REDUCTIONS!

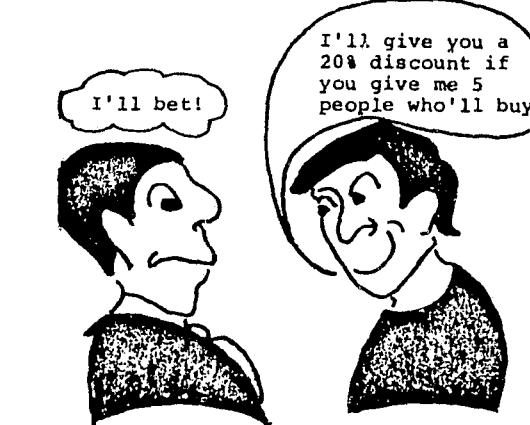
8. Represents that a transaction involves a warranty, a disclaimer of warranties, particular warranty terms, or other rights, remedies or obligations, if it does not. This provision is designed to curb the practice of giving verbal guarantees, then taking them away in writing by terms such as "as is." See the "Warranty and Guarantee" section of this booklet for more information regarding warranties;



REPRESENTS THAT A TRANSACTION INVOLVES A WARRANTY IF IT DOES NOT!

9. Represents that the consumer will receive a rebate, discount, or other benefit as an inducement for entering into a transaction and, in return, gives the supplier names of prospective consumers, or otherwise helps the supplier enter into other transactions. This provision applies only if the benefit depends upon an event occurring after the consumer enters into the transaction. This is called a "referral sale" and frequently refunds are not made, or your friends are not contacted, and you are left with an expensive product you may not have wanted;

REPRESENTS THAT THE CONSUMER WILL RECEIVE A DISCOUNT AS AN INDUCEMENT FOR ENTERING INTO A TRANSACTION!



10. Advertises merchandise with the intent not to sell it as advertised. See details of "bait and switch" sales techniques, No. 14 of this Section;

ADVERTISES MERCHANDISE WITH INTENT NOT TO SELL IT AS ADVERTISED!



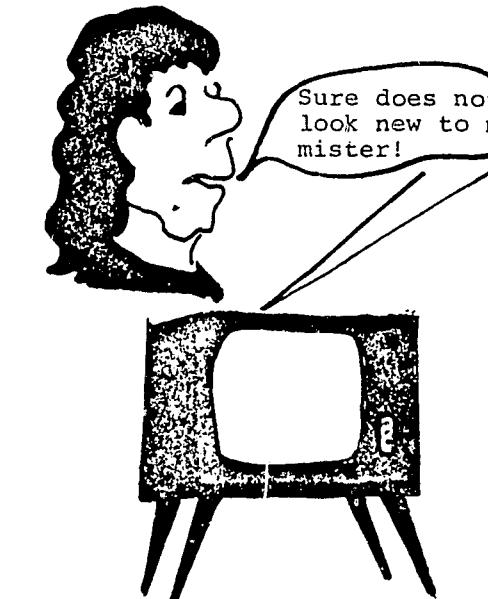
11. Advertises merchandise with intent not to supply reasonably expectable public demand, unless the advertisement discloses the limitation. Merchants must make "specials" available at the price advertised either right on the shelf or immediately upon request. If the merchandise is sold out, a "raincheck" should be given by the merchant;

ADVERTISES MERCHANDISE WITH INTENT NOT TO SUPPLY REASONABLY EXPECTABLE PUBLIC DEMAND!

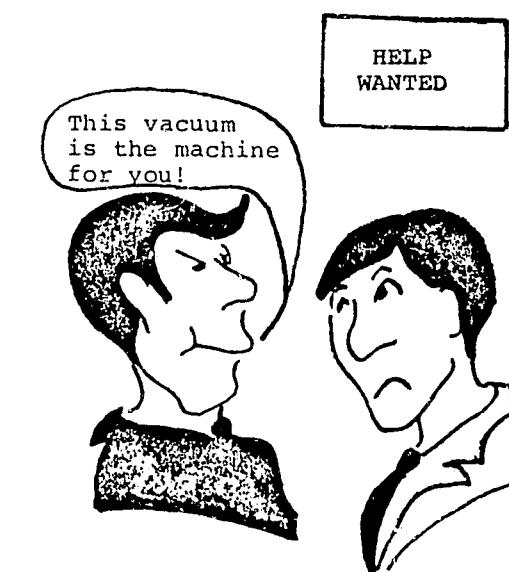


12. Represents that merchandise is original or new if he knows that it is deteriorated, damaged, altered, reconditioned, reclaimed, used or secondhand;

REPRESENTS THAT MERCHANDISE IS ORIGINAL OR NEW IF IT IS NOT!



13. Advertises under the guise of obtaining sales personnel when, in fact, the purpose of the advertisement is to sell merchandise to the sales personnel applicants;



ADVERTISES UNDER THE GUISE OF OBTAINING SALES PERSONNEL WHEN THE PURPOSE IS TO MAKE A SALE!

14. Employs "bait and switch" advertising which consists of an offer to sell merchandise which the seller does not intend to sell, and the advertising is accompanied by one or more of the following practices:

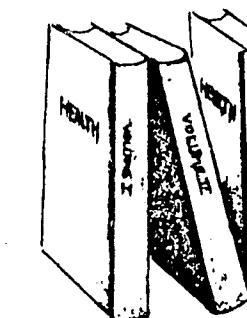
- a. refusal to show the merchandise advertised;
- b. false disparagement in any respect of the advertised merchandise or the terms of the sale;
- c. requiring undisclosed tie-in sales or other undisclosed conditions to be met prior to selling the advertised merchandise;
- d. knowingly showing or demonstrating defective merchandise which is unusable or not practical for the purposes set forth in the advertisement;
- e. accepting a deposit for the merchandise and subsequently charging the buyer for a higher priced item without his consent; or
- f. willful failure to either make deliveries of the merchandise or to make a refund;

Bait and switch occurs when you try to buy an advertised item (the bait), and the salesperson claims it is sold out or claims it is an inferior product. He then tries to sell you a more expensive product (the switch). Don't become the fish!

BAIT AND SWITCH!



Bait



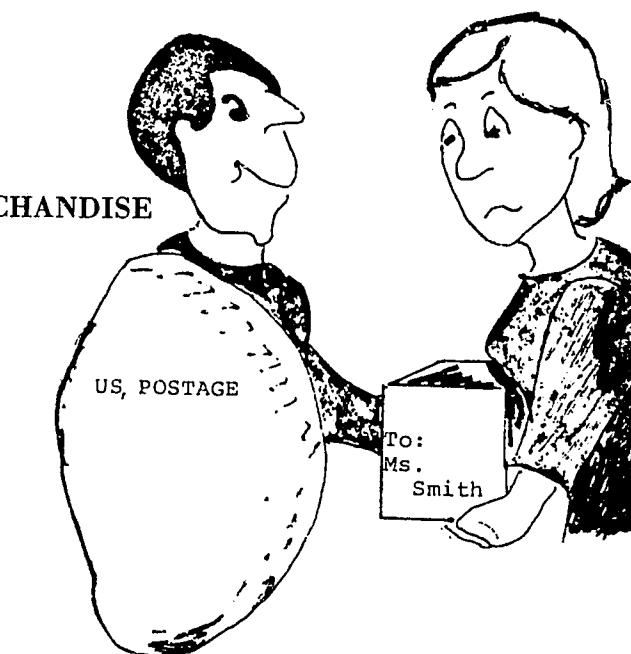
Switch

Unsolicited Merchandise

Unless otherwise agreed, when unsolicited merchandise is delivered to you, you have a right to refuse to accept it. You are not, however, obligated to return it to the sender. The merchandise is deemed an unconditional gift and you may use it in any manner without any obligation to the sender.

However, be sure that the delivery was not accidental or offered as a good-faith substitute for merchandise previously ordered and that you in no way authorized delivery of the goods.

UNSOLOICITED MERCHANDISE



Home Solicitation Sales

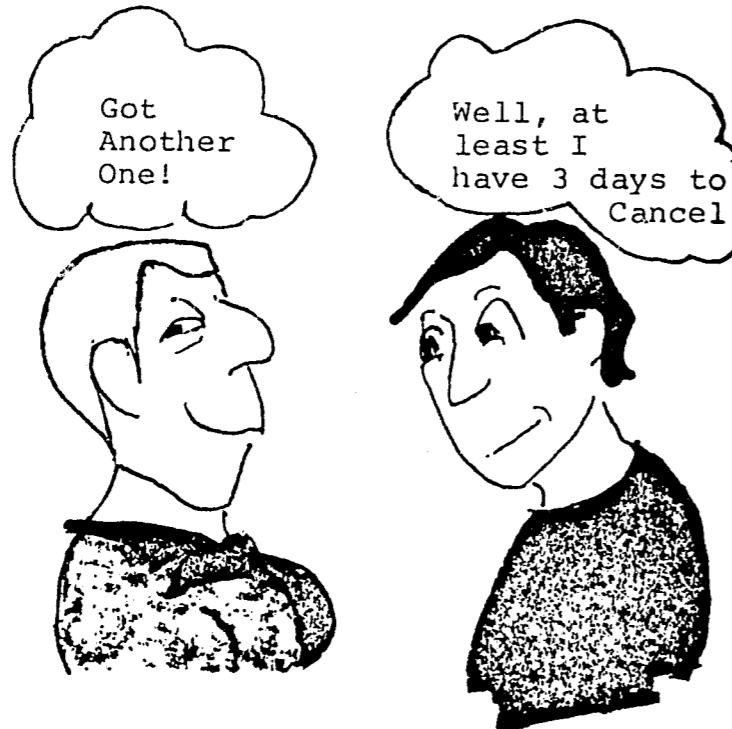
A home solicitation sale is the sale or lease of merchandise for cash when the cash sales price is more than \$25.00, and the seller engages in a personal solicitation of the sale at your residence where your agreement to purchase is given to the seller.

Hardcore home solicitation includes, typically, sales of books, vacuum cleaners, sewing machines, quick paint jobs, roof repairs, etc. The salesperson travels from house to house, knocking on doors, and the sale is made in the home. If financing is arranged by the seller or the contract is signed in the home, it is a home solicitation sale.

Most Wyoming municipalities (cities) have the Green River Ordinance which prohibits salespersons from calling on you in your home without your

prior consent. The Green River Ordinance has nothing to do with licensing. So, even if the salesperson says he has a license to sell in your city, he cannot come to your door unless you have invited him to do so. Check with your municipal government to see if the Green River Ordinance applies to your location.

HOME SOLICITATION SALES



Home Repair

Home repairs have been an area of serious consumer fraud, so choose home-repairpersons carefully. Avoid traveling repair persons, "today only" special bargains, door-to-door aluminum siding salespersons, or salespersons who promise rebates if future customers view your "model" home. See also "Unlawful Deceptive Trade Practices," No. 9, for more information on referral sales.

Get a credit check on a builder through a bank or credit union; ask the contractor for references; and get written job estimates **before** signing papers. Be careful that you describe all work to be done accurately, and include all important details in the contract. Have an attorney check the contract **before** you sign, especially if the job involves money. Finally, try to arrange for payment upon completion of the repair or remodeling rather than before the work is begun.

Liens

While not covered by, or included in the Wyoming Consumer Protection Act, consumers should acquaint themselves with lien laws, and act to protect themselves from financial loss resulting from failure of a prime or principal contractor to pay for labor and/or materials furnished for use in completion of a job contracted for by the consumer.

If you engage the services of a contractor or principal to build or repair real estate owned by you, you can be liable for the payment of charges for labor or material furnished to the contractor or principal for use on the project. For example, a contractor may agree to build a garage on your property for \$5,000.00, which figure is to cover all costs. At the completion of the job, you pay him the \$5,000.00, but later (within a period specified by statute), a lumber company makes demand upon you for \$3,000.00, for materials furnished the contractor. If this is not paid, the company can file a lien on your property for the unpaid bill, and collect through foreclosure of the lien. The same law applies to labor furnished by persons employed by the contractor.

How do you protect yourself? During the construction or repair, ask the contractor for copy of invoices for materials purchased, and for the names of persons performing labor. Before paying the contractor, demand that he furnish a lien waiver signed by all suppliers and laborers. The waiver does not have to be any particular form, but should recite that the person signing it has no claim for unpaid bills or labor. You should use your best effort to determine whether there has been some material or labor furnished which is not included in the waiver.

Of course, the above procedure is not necessary if the contractor has furnished a proper performance bond or if you are satisfied that he is reliable and financially responsible.

Health Frauds

Unlike consumer frauds which "only" cost money, health frauds can also be dangerous. Even reputable media carry advertisements for a variety of potions, plans and equipment, which supposedly bring miraculous changes, such as weight reduction, hair growth, change in bodily proportions, and so forth.

We advise that you not order anything of this type unless it is recommended by your doctor. Many consumers desire to lose weight and keep physically fit, and a multi-million dollar industry caters to this desire.

Diet foods and drinks, pills and health clubs may have some helpful effects, but be wary of health clubs which use deceptive practices in selling memberships or misrepresent the physical changes obtainable through their programs. Such clubs may provide worthwhile facilities at convenient locations, but there is no magic way to lose weight; it normally involves dieting and regular exercise.

If you do choose to join a health spa, ask to see the facilities and find out exactly when and what facilities are available. Ask friends or your local Chamber of Commerce about the reputation of the health club. Ask the salesperson for the names of satisfied customers and contact those persons. Avoid pre-payment plans.

Warranty and Guarantee

"Warranty" and "guarantee" mean the same thing. The written warranty is the manufacturer's statement of what responsibility he will assume for the quality of his product and for its repair or replacement if it is defective. An elaborate warranty may not provide as much coverage as it first appears to. Therefore, before you buy, read the warranty and consider these questions:

- a. Are important parts of a product excluded from the warranty?
- b. Is the warranty good for thirty days, one year, a lifetime? Whose "lifetime?"
- c. Does the guarantee include labor (which can be far more expensive than parts)?
- d. Who must pay postage and handling charges?
- e. Will repairs on large products be done in your home by local people?

Make purchases at reputable stores which are known to stand behind the goods they sell and customarily replace defective merchandise. It is usually the policy of responsible retail outlets to repair or replace defective products, or to return your money.

Read and understand warranties, and exercise your rights under them.

Employment Agencies

Employment agencies can match people to jobs, but check their reputations before spending money or signing papers. Some agencies are so anxious to place people in jobs (and collect resultant service fees) that unqualified persons are carelessly placed. Such persons understandably cannot do their jobs well, and subsequently are fired or laid off. Understand precisely what a job requires before you accept it. Read employment agency contracts carefully. You may have to pay a fee whether you keep a job or not.

Contact your nearest Job Service of Wyoming office for free assistance in finding a job. Job Service offices are currently located in Cheyenne, Casper, Rawlins, Worland Gillette, Rock Springs, Laramie, Sheridan, Torrington, Cody, Douglas, Kemmerer, Evanston, Lander, Riverton, and Jackson.

HOW TO BEGIN RESOLUTION OF A DISPUTE

Both parties in a dispute are always expected to make every reasonable effort to solve the problem before resorting to any legal action. The following basic suggestions may not only help you methodically build a case, but they may solve the problem without the necessity of actually going to court.

1. Make a business-like phone call to whomever is responsible for your problem. It is extremely important that you deal with the right person from the beginning, so be sure to speak with whomever has the authority to offer an immediate remedy to your problem. Make a firm demand and persist until you get a yes or no answer. Set a deadline. When it has passed, it's time to move to the next step.

2. Follow the phone call with a letter. With any luck, it may resolve your problem. If not, it will help to convince a judge that you behaved reasonably at all times and made a sincere effort to resolve the matter. Remember to be clear and precise, and write the letter so it can be understood by a disinterested third party. Only include the "who, what, when, where and how much" of your problem. Anyone who cannot get to the point in one page, and/or who cannot refrain from name-calling and exaggeration, will be treated with skepticism—if not ignored completely. Do not make threats. This is not the time to threaten legal action. It will make you sound anxious to cause trouble and thereby look unreasonable to others. Don't forget to make copies of all your correspondence with the merchant, and keep copies for your files.

3. If the other side fails to respond to your letter, or if they make a

counter-proposal which is inadequate, you must write a second letter. This letter should be very short and to the point. Restate your demand, but do not threaten to take legal action. Simply state that if the dispute is not adequately resolved, you "will take further action." Keep your alternatives open.

ALTERNATIVES TO LEGAL ACTION

Alternatives to legal action are tailored to resolve particular types of disputes. If your dispute fits within one of these categories, the alternative procedure may well provide the quickest, least expensive, and most satisfactory solution to your problem.

Registering a complaint with a consumer action agency is simple and the agency will do most of the work for you. There are basically three types of consumer action agencies. They are classified by the manner in which they are funded and operated. Please note that all these agencies will expect you to have made a personal effort (i.e., a phone call and two follow-up letters) before turning to them for help.

1. PRIVATE CONSUMER GROUPS are usually staffed by volunteers and can be very helpful in providing information and advice on how to handle your particular problem. These groups are generally not powerful enough to force a resolution, but they can put you on the right track for solving the problem, and are an invaluable source of information about local business practices. To locate private consumer groups in your area, check with the Assistant Attorney General, Consumer Affairs (see Appendix for the address and phone number), or call your local newspaper and ask the "consumer affairs" reporter. If these sources cannot be of any assistance, contact the national consumers' groups (the Consumer Federation of America or the National Consumer League) or try the Division of Consumer Organization. The addresses are located in the Appendix.

2. BUSINESS CONSUMER ACTION AGENCIES tend to get quick results because the offender usually wants to avoid getting a bad reputation among fellow businessmen and women. There are three important types of Business Consumer Action Agencies:

a. Better Business Bureaus (BBBs) are non-profit organizations sponsored by local and national businesses. They will accept written complaints against a business, and will contact the firm on your behalf. They will assist you in settling the case until you are satisfied or unless the company can convince them that your claim is unjustified.

b. Consumer Action Panels (CAPs) were created during the period of growing consumer awareness in the early 1970's, and were initiated to handle consumer complaints. Three industries still have these panels: the automobile dealers (AUTOCAP), the furniture manufacturers (FICAP), and the makers of major home appliances (MACAP).

While not legally binding, a manufacturer can be prodded to abide by the decision of the panel through sanctions enforced by the trade association. The consumer is free to pursue remedies elsewhere if dissatisfied with the panel's decision or the results. Since it is always in the interest of a business to have a clean business record, the panels achieve a high rate of success.

To contact any of the three major Consumer Action Panels, see the Appendix. One note of caution: each panel has restrictions on the type of cases it handles. Also, the effectiveness is reduced when the manufacturer or dealer you are complaining about is not a member of the industry group that sponsors the panel.

c. Trade Associations have the facilities to handle consumer complaints, but not all have Consumer Action Panels. This does not necessarily reduce their effectiveness. See the Appendix for a list of these trade groups.

3. STATE AND FEDERAL CONSUMER AFFAIRS OFFICES are familiar with local and state law, and with local business practices. They exist to help consumers with their problems, and will either help you directly, or refer you to the proper agency for assistance. They are particularly helpful when you have a problem with a business in another state. Consumer complaints in Wyoming are handled by the Assistant Attorney General in charge of Consumer Affairs (see Appendix for the address and phone number).

Federal agencies have their own consumer affairs office. Most provide general informational materials, but only a few (notably the Post Office) actually investigate individual complaints. For more information about the various federal agencies and the types of matters they will consider, write for a free copy of the *Consumer's Resource Handbook*, from the U.S. Consumer Information Center (see the Appendix).

ROLE OF THE ATTORNEY GENERAL

The Wyoming Consumer Protection Act provides that the Attorney General has the authority to bring an action in the name of the State of Wyoming to restrain, by temporary restraining order or injunction, a person

engaged in any practice which is unlawful. The Attorney General must, of course, have reasonable cause to believe an individual is engaging in an unlawful trade practice and be convinced that the proceedings would be in the public interest.

If the Attorney General believes that proceedings are in order, a notice will be served upon the person allegedly carrying on unlawful trade practices. That person will then have the opportunity to show why proceedings should not be instituted against him.

The District Court in which the action is brought has the authority to issue temporary restraining orders and injunctions to restrain and prevent violations of the Wyoming Consumer Protection Act. Any person who violates the terms of a permanent injunction issued under the Wyoming Consumer Protection Act may be liable to the State of Wyoming for a civil penalty of not more than \$5,000.00 for each violation.

If you feel that an individual may be engaging in an unlawful trade practice and want to do something about it, here's how to complain:

1. Call the Attorney General's Office, 777-6286, and say you have a consumer complaint. You can also write requesting a complaint form. Write to Gay Vanderpoel, Consumer Affairs, 123 State Capitol, Cheyenne, Wyoming 82002

2. A complaint form will be sent to you to fill out.

3. The complaint form is simple and easy to fill out, but you must be clear in your description of what you wish to complain about. On the form, explain your complaint as clearly as possible.

4. The Attorney General cannot represent you in a personal legal action, but he will contact the business for you by sending the proprietor a copy of your complaint and will keep you informed about any action the business intends to take. Keep in mind that the staff of the Attorney General's Office will do everything within their power to make sure the complaint is resolved as adequately as possible.

SMALL CLAIMS COURT

Is Your Claim Eligible for Small Claims Court?

If alternative resolution procedures are unavailable in your area, inapplicable to your problem, or fail to produce an acceptable settlement, then consider taking your case to small claims court. At this point, you must answer these questions: (1) Is your dispute within the jurisdiction of the small claims court; and (2) Do you have a "case"?

The first question is relatively easy to answer. If your dispute involves an amount of money that is not in excess of \$750.00, it is within the jurisdiction of the small claims court.

The second question is not so easy to answer. If you do not have money damages, you do not have a case. In other words, whatever loss or damage you have suffered, whatever rights have been violated, you must ask the court for compensation in the form of a specific amount of money, not to exceed \$750.00. Your claim must involve damages that are specific, that can be easily documented, and that can be resolved by a cash reward.

Since you will possibly be representing yourself before a judge, you might note that judges expect "ordinary citizens with a problem to tell their own story, in their own words." So when you present your case, deal only with the simple facts about what happened. If you are aware of the basic questions and issues that the judge is trying to resolve, you can emphasize the more important aspects of your case by bringing the appropriate evidence. In fact, when you file your case, the judge will tell you to bring your important evidence with you to the trial.

The emphasis on dollar limits and cash awards points to one of the essential elements that you will have to prove in court: LOSS. Loss is not the only element that all cases must be able to prove. The other is LIABILITY, the law's basis of establishing blame and determining responsibility. The problem is not as simple as discovering who performed (or failed to perform) the act that caused the dispute. The question you must answer is: "Is the defendant liable?" That is, did the defendant (the person you are bringing suit against) do—or fail to do—something which resulted in your loss?

Do You Need An Attorney?

If you are thinking about hiring an attorney to represent you in small claims court, consider the following statistics. In 1978, John C. Ruhnka and

Steven Weller produced a book entitled *Small Claims Court: A National Examination* for the National Center for State Courts. Their two-year study of 7,218 cases from 15 small claims courts across the United States produced data which should be helpful for anyone trying to decide about hiring an attorney.

Ruhnka and Weller discovered that in these cases where the defendant did not have an attorney, plaintiffs without attorneys won as often as those with attorneys. Also, the final award was not any higher if the plaintiff had hired or consulted an attorney. In fact, plaintiffs represented by an attorney received lower awards from judges. It is worth noting that plaintiffs who used attorneys were less satisfied with their small claims experience than those who had not. Ruhnka and Weller believe that this is "possibly because the additional cost of an attorney reduced their recovery."

How To Begin Your Small Claims Suit

Depending on the county in which you live, small claims court will be located in justice of the peace court. If your county has a county court, your small claim will be filed in county court.

To file a suit, you will have to complete a form called an affidavit before the small claims judge in the county in which the defendant resides or has his principle place of business. The affidavit must contain the full name and address of the defendant, the nature of the claim, (i.e., negligence, breach of contract, etc.), the amount due, and a statement that you have made your demand upon the defendant and he has refused to pay. If you cannot complete the affidavit, the judge will do it for you. You will also have to deposit a \$5.00 to \$10.00 filing fee with the court which may eventually be taxed against the party against whom judgement is rendered, at the discretion of the judge.

The court will file the affidavit and have a summons served on the defendant ordering him to appear, and specifying when and where the trial will be held.

AVOID CONSUMER PROBLEMS

1. Never sign anything you have not read or do not understand. Remember that once you sign a contract or agreement, you are normally bound by all its terms.

2. Before you sign any contract or agreement, make sure all the blanks are filled in. The Wyoming Uniform Consumer Credit Code requires that you be given a copy of the contract.

3. Guarantees should be in writing, signed by the seller. Oral promises are difficult to prove.

4. Budget your money and do not buy more than you can afford. In making a purchase, take time to consider the price, the seller's reputation, the product, the manufacturer and, if possible, opinions of other purchasers.

Remember—

There is no substitute for shopping around, pricing items and checking out warranties **before** you buy.

5. Be wary of high pressure sales tactics. Very few items must be purchased immediately.

6. A warranty is only as good as the business offering it. If a business leaves town or goes out of business, your warranty **will not** help you if you have problems with the product.

7. You have a three day right to cancel when the purchase is made in your own home. There is no **free** cancellation period when you make a purchase outside your home.

8. Ask questions if you are uncertain about some aspect of the purchase. The only dumb question is the one which is **not** asked.

APPENDIX

STATE/FEDERAL AGENCIES

U.S. Consumer Information Center; Pueblo, Colorado 81009 (Department 532G for *Consumer's Resource Handbook*).

Consumer Affairs, Wyoming Attorney General's Office; 123 State Capitol, Cheyenne, Wyoming 82002; (307) 777-6286.

PRIVATE CAAs (Consumer Action Agencies):

Consumer Federation of America; 1012 14th Street, N.W., Room 901; Washington, D.C. 20005; (202) 737-3732.

National Consumer League; 1028 Connecticut Avenue, N.W.; Washington, D.C. 20036; (202) 355-5965.

White House Office for Consumer Affairs, Division of Consumer Organization; Old Executive Office Building; Washington, D.C. 20503.

CAPs (Consumer Action Panels):

Automobile Consumer Action Panel (AUTOCAP); 123 Midwest Building; P.O. Box 2067; Casper, Wyoming 82601.

Furniture Industry Consumer Advisory Panel (FICAP); P.O. Box 951; High Point, North Carolina 27261; (919) 889-1905.

Major Appliance Consumer Action Panel (MACAP); 201 North Wacker Driver; Chicago, Illinois 60606; (312) 984-5858.

TRADE ASSOCIATIONS:

American Hotel and Motel Association; 888 Seventh Avenue; New York, New York 10019; (212) 265-4506.

American Society of Travel Agents; 711 Fifth Avenue; New York, New York 10022; (212) 4786-0700.

Carpet and Rug Institute; 1629 K Street, Suite 700; Washington, D.C. 20006; (202) 223-2578.

Direct Mail Marketing Association; 6 East 43rd Street; New York, New York 10017; (212) 689-4977 (handles complaints regarding "junk" mail).

Electronic Industries Association; 2001 Eye Street, N.W.; Washington, D.C. 20006; (202) 457-4900.

International Fabricare Institute; 12252 Tech Road, Silver Spring, Maryland 20904; (301) 622-2818 (dry cleaning complaints).

National Association of Home Builders; 15th and M Streets, N.W.; Washington, D.C. 20005; (202) 638-1721 (coordinates "Home Owners Warranty" program).

National Association of Professional Insurance Agents; 400 North Washington Street; Alexandria, Virginia 22314; (703) 836-9340.

Publishers' Clearinghouse; 382 Channel Drive; Port Washington, New York 11050; (516) 883-5432 (tries to resolve complaints about magazine subscriptions).

OTHER:

Better Business Bureau (consult local telephone directory).

Chamber of Commerce (consult local telephone directory).

END