A collaboration between Boulder County DHHS Housing and Community Education Program and the Students of the University of Colorado School of Law
~ Student Debt ~
~ Medical Debt ~
~ Improving and Maintaining Your Credit ~
~ Internet Safety ~
~ Privacy Issues for Consumers ~
~ Consumer Complaint Process & Consumer Arbitration ~
Student Debt

Misam Ali
Colorado Law
Overview:

1. Informed financial decisions about student debt.
2. True or False?
3. Planning on attending college?
4. Repaying student loans.
5. Public Service Loan Forgiveness
6. Helpful tips
True or False?

Since 1982, the cost of college tuition has gone up by more than 400%.
True or False?

Approximately 50% of all college students graduate with student loans.
True or False?

More than 40 million Americans have student loan debt, amounting to roughly $1.2 trillion in outstanding debt.
STAY INFORMED!
“How can I finance my education?”

- [http://www.consumerfinance.gov/paying-for-college/](http://www.consumerfinance.gov/paying-for-college/)

- “Compare financial aid and college cost”-> Click on “Get Started”

- [http://www.consumerfinance.gov/paying-for-college/choose-a-student-loan/#o1](http://www.consumerfinance.gov/paying-for-college/choose-a-student-loan/#o1)

- “Understanding college finance”->Click on “Choose a loan” and I recommend “Managing your college money”
HAVE YOU EVER FELT THIS WAY?

- “I am confused.”
- “I am behind on my payments.”
- “I should have never gone to college.”
- “Look at the economy.”
- “I feel stuck.”
REPAYING STUDENT LOANS

1. MAKE a list of your loans, as well as the required monthly payment amounts.

2. Are your student loans federal or private (non-federal), or a mixture of both?
FEDERAL V. PRIVATE LOANS?

- **Federal loans**: Typically have names such as Stafford, Grad PLUS, Direct, or Perkins

- **Private (non-federal) loans**: Are often issued by a bank, a credit union, your school, or another lending institution;
  
  1. They might use names like “private” or “alternative”;
     and
  2. Can be issued by a non-profit or state agency.
  3. If you’re not sure whether you have non-federal loans, contact your school’s financial aid office since they may have this information on file.
HAVE YOU MISSED ONE OR MORE PAYMENTS ON YOUR STUDENT LOANS?

- Missing payments on your federal or private student loans can hurt your credit rating and your financial future. Missing a single payment on a student loan can result in late fees, additional interest charges, and can increase the cost of repayment over the lifetime of your loan.

- Missing multiple payments can significantly increase the fees and charges and may cause you to default on your loans.
ARE YOU CURRENTLY IN DEFAULT?

- If you have missed any student loan payments, **immediately contact your servicer and find out what steps you can take to avoid default.** Your servicer is required to work with you to help you repay your student loan. Ask your servicer about alternative payment arrangements, including Income-Based Repayment (IBR) and the Pay As You Earn Repayment Plan for federal loans, which may lower your monthly payment substantially.

- If you have gone more than 9 months (270 days) without making a payment on your federal student loans, you may be in default.

- Unlike federal student loans, many private student loans go into default as soon as you are 120 days late. In some cases, a borrower may default by missing just one or two payments.
Income-Based Repayment (IBR)

- http://www.consumerfinance.gov/paying-for-college/repay-student-debt/#Module-3:-IBR
Pay As You Earn Repayment Plan

YOU HAVE RIGHTS!

- The Federal Trade Commission (FTC), the nation’s consumer protection agency, enforces the Fair Debt Collection Practices Act (FDCPA), which prohibits debt collectors from using abusive, unfair, or deceptive practices to collect from you.
If you are currently serving on active-duty

- If you are currently serving on active-duty you are eligible to have the interest rate **lowered to 6%** on all student loans taken out prior to your military service. This benefit applies to both your federal and private (non-federal) student loans and is available for all active-duty servicemembers, regardless of where you serve.

- **MILITARY DEFERMENT:** You are eligible to have federal loans deferred for a certain period of time if you are an active-duty member of the military serving in a military operation or national emergency.
Public Service Loan Forgiveness

- The PSLF Program is intended to encourage individuals to enter and continue to work full-time in public service jobs. Under this program, borrowers may qualify for forgiveness of the remaining balance of their Direct Loans after they have made 120 qualifying payments on those loans while employed full time by certain public service employers.

- *You must make 120 on-time, full, scheduled, monthly payments on your Direct Loans. Only payments made after October 1, 2007 qualify.

Helpful Tips

- Consider contacting your loan servicer to set up direct debit.

- Consider making a payment for more than what is required.

- If you do pay more than the minimum payment, be sure to apply these payments to your loan with the highest interest rate first.

- Remember, you might also have other options. The best way to learn about all of them is to contact your servicer.
Thank you!
MEDICAL DEBT

What You Need To Know As A Consumer Of Health Care
Presented by: Carmen Feldman
Medical Debt in Perspective

- 2012 ➞ 75 million people with medical debt
  - 42% received lower credit rating

- Emergency room visits are at an all time high

- Up to 50% of emergency room visits are for non-urgent care
Find the *right* ER

- Nonprofit hospitals in Boulder Area
  - Boulder Community Hospital
  - Exempla Good Samaritan Medical Center
  - Longmont United Hospital
  - Avista Adventist Hospital

- Affordable Care Act requirements
  - Financial Assistance Policy
    - [Boulder Community Financial Assistance Policy](#)
  - No extraordinary collections actions (ECA)
    - Reporting to Collection Agencies counts as ECA
Avoid the Emergency Room

- Preventive Care is Covered!
  - Blood Pressure Screening
  - Cholesterol Screening
  - Diabetes Screening
  - Immunizations Vaccines for adults (includes Flu Shot)
  - Obesity Screening
  - Mammograms
  - Colonoscopy
  - Contraception
  - Well Woman Visits
Fight the Insurance Company!

- Know what is covered!
  - Summary of Benefits and Coverage

- Internal Appeal

- External Review of Appeal
  - Affordable Care Act

- Division of Insurance
  - Consumer Assistance
Questions???
Improving and Maintaining Your Credit

Cam Passmore
JD Candidate, 2014
Your Credit Rights...

Under the Fair Credit Reporting Act You have the right to:

- Be told if information in your report has been used against you.

- You have the right to know what is in your file.

  (Free disclosure if)

  (1) a person has taken adverse action against you because of information in your credit report

  (2) you are the victim of identity theft and place a fraud alert in your file;

  (3) your file contains inaccurate information as a result of fraud;
Your Credit Rights (Cont.)

- You have the right to know what is in your file.
  (Free disclosure if)
  (4) you are on public assistance;
  (5) you are unemployed but expect to apply for employment within 60 days.

- You have the right to ask for a credit score under certain circumstances.

- You have the right to dispute incomplete or inaccurate information.

- Identity theft victims and active duty military personnel have additional rights.

(Source: http://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf)
Ordering a Credit Report
WARNING WARNING WARNING

The following slides contain visual aids from Experian. ALWAYS obtain your free credit report from:

www.annualcreditreport.com

This is the only way to obtain a truly free credit report. Using Experian’s direct website is not free, and you will be automatically enrolled in a service that is billed monthly and frustrating to cancel.
WHAT’S YOUR EXPERIAN CREDIT SCORE?

FIND OUT NOW FOR FREE WHEN YOU CHECK YOUR CREDIT REPORT FOR $1

✓ Checking your own credit report will NOT lower your score
✓ Review your credit report for potential inaccuracies
✓ Toll-free support available 7 days a week
✓ Fast and easy

Get Your Credit Report and Score

Get your credit report once a year for free from: www.annualcreditreport.com
Your Credit Report and Score

Step 1 of 2

Your personal information is required in order for us to retrieve your credit report and score. All of the information you provide will be transferred to us through a private, secure connection.

First Name: Cameron
Last Name: Passmore
Generation (optional):
Email:

Send me important credit information and special offers from ConsumerInfo.com, Inc. and other Experian companies

Street Address
Apt, Unit, Bldg, Ste (optional)
ZIP Code
City
State

Have you lived at your current address for more than 6 months? Yes, No

What is the main reason you are checking your credit? Other
Just checking my report

Submit and Continue

Your $1 Experian credit report and FREE score includes:
• Instant online access to your Experian credit report and score
• Your credit risk level and what factors raise and lower your score
• Access to Experian’s online dispute process
• Toll-free support available 7 days a week

Get your credit report from: www.annualcreditreport.com
Get your credit report from:
www.annualcreditreport.com
Verify Your Identity

Please complete within 10 minutes

Authentication Questions

1. According to your credit profile, you may have opened an auto loan in or around July 2013. Please select the lender for this account. If you do not have such an auto loan, select ‘NONE OF THE ABOVE/DOES NOT APPLY’.
   - [ ] FIRST SECURITY BK
   - [ ] MITSUBISHI MOTORS CRED OF AMERICA
   - [ ] VOLVO FIN
   - [ ] FIFTH THIRD BANK
   - [ ] NONE OF THE ABOVE/DOES NOT APPLY

2. Please select the county for the address you provided.
   - [ ] LAKE
   - [ ] SAN MIGUEL
   - [ ] BOULDER
   - [ ] YUMA
   - [ ] NONE OF THE ABOVE

SUBMIT AUTHENTICATION

Get your credit report from: www.annualcreditreport.com
Get your credit report from:
www.annualcreditreport.com
WILL YOU LIKE TO ADD YOUR EQUIFAX® AND TRANSUNION® CREDIT REPORTS AND SCORES?

The information on each of your credit reports can be different. View your complete credit history now for a discounted member price of $32.95.

PAYMENT INFORMATION
When you click the "Yes, Show Me All 3 of My Credit Reports & Scores" button, your credit card on file will be charged $32.95 once we confirm your identity and deliver your report. If we can’t provide this report, we won’t charge your credit card. This transaction is nonrefundable.

Click “Yes, Show Me All 3 of My Credit Reports & Scores” to accept and agree to the Terms and Conditions, Privacy Policy, and Ad Targeting Policy and confirm your authorization for Consumerinfo.com, Inc., an Experian company, to obtain your credit reports and submit your secure order.

Yes, Show Me All 3 of My Credit Reports & Scores  No, Show Me Only My Experian Credit Report & Score

Get your credit report from:
www.annualcreditreport.com
Get your credit report from: www.annualcreditreport.com
Challenging Credit Errors
Does anything look incorrect?
Challenging Report Items

- Both the credit bureau and the provider of the false information are responsible for correcting false information.

- Credit Repair Agencies cannot do anything you do not already have the power to do.

1) Tell the credit bureau (or the information provider, or both) company what is wrong with your credit report (in writing): provide your information, circle the item on your report that is wrong, include supporting documentation, send certified mail. Make copies for yourself.

2) In about 30 days the bureau will notify you that your challenge is frivolous, or conclude their investigation and take action.
3) Credit bureau will relay your info to the provider of the negative information. The provider has a duty to investigate and report back to the credit reporting company.

4) Credit bureau will notify you of their results, and include a new credit report if a change occurs.

5) Upon request, the credit bureau must send new reports to anyone they provided a report to in the last six months.

6) If you lose: you can attach a statement of dispute to your credit report.

(Source: https://www.consumer.ftc.gov/articles/0151-disputing-errors-credit-reports)
Credit Repair Agencies
An Overview...

1) The Laws in Colorado
2) The Principal Conflict
3) Specific Scams
4) Resources
Colorado Law

Legislative declaration: § 12-14.5-102(1)(b)

“Certain advertising and business practices of some credit services organizations have worked a financial hardship upon the people of this state, often those who are of limited economic means and inexperienced in credit matters. Credit services organizations have significant impact upon the economy and well-being of this state and its people.”
Colorado Law

Prohibited acts § 12-14.5-104(1)(a)
(15 USC § 1679b(b) under federal law)

(CRAs may not)

“Charge or receive any money or other valuable consideration prior to full and complete performance of the services the credit services organization has agreed to perform for the buyer;”
Colorado Law

Prohibited acts § 12-14.5-104(1)(d)
(15 USC § 1679b(a) under federal law)

(CRAs may not)

“Make, counsel, or advise any buyer to make a request to a credit reporting agency to verify information contained in a consumer credit report, unless the buyer states in writing to the credit services organization that the buyer believes the information to be verified is incorrect or inaccurate, and states specifically the basis of the inaccuracy or incorrectness of each disputed item of information.”
Principal Conflict

By delaying payment until the end, CRAs realistically only get paid when they produce change in a credit report.

- Decreases volume of business;
- Threatens payment;
- Limits ability to advocate; &
- Encourages sophistry among bad actors.
Specific Scams

Using a “guarantee plan” to sell a credit repair service.

Charging for “advice” not governed by law.

*Both cases decided under federal law.
Resources

Get your credit report: www.annualcreditreport.com

Colorado Credit Services Organization Act:
-C.R.S. § 12-14.5-101, et seq.

For more information on challenging your credit report:

Report a CRA: 720-508-6010 (Colorado AG)

Report a Credit Bureau: 877-FTC-HELP (382-4357)
Internet Safety: Protect Yourself and Your Kids

Stephanie E. Minnock
University of Colorado Law
Quiz Time! Scam or Not?
Dear Beloved Friend,
I know this message will come to you as surprised but permit me of my desire to go into business relationship with you.
I am Miss Naomi Surugaba a daughter to late Al-badari Surugaba of Libya whom was murdered during the recent civil war in Libya in March 2011, before his death my late father was a strong supporter and a member of late Moammar Gadhafi Government in Tripoli. Meanwhile before the incident, my late Father came to Cotonou Benin republic with the sum of USD4, 200,000.00 (US$4.2M) which he deposited in a Bank here in Cotonou Benin Republic West Africa for safe keeping.
I am here seeking for an avenue to transfer the fund to you in only you`re reliable and trustworthy person to Investment the fund. I am here in Benin Republic because of the death of my parent`s and I want you to help me transfer the fund into your bank account for investment purpose.
Please I will offer you 20% of the total sum of USD4.2M for your assistance. Please I wish to transfer the fund urgently without delay into your account and also wish to relocate to your country due to the poor condition in Benin, as to enable me continue my education as I was a medical student before the sudden death of my parent`s. Reply to my alternative email: missnaomisurugaba2@hotmail.com, Your immediate response would be appreciated. Remain blessed,
Miss Naomi Surugaba.
Please Update Your Account

Dear valued PayPal member:

It has come to our attention that your PayPal account information needs to be updated as part of our continuing commitment to protect your account and to reduce the instance of fraud on our website. If you could please take 5-10 minutes out of your online experience and update your personal records, you will not run into any future problems with the online services.

However, failure to update your records will result in account suspension. Please update your records on or before Jan 30, 2008.

Once you have updated your account records, your PayPal session will not be interrupted and will continue as normal.

To update your PayPal records click on the following link: https://www.paypal.com/cgi-bin/webscr?cmd=_login-run

PayPal, Inc.
P.O. Box 45950
Omaha, NE 68145

Sincerely,

PayPal
For this unprecedented event, we offer our deepest prayers of condolence and invite you to be present at the celebration of your friend's life service on Thursday, January 17, 2014 that will take place at Eubank Funeral Home at 11:00 a.m.

Please find the invitation and more detailed information about the farewell ceremony here.

Best wishes and prayers,

Funeral home receptionist,

Arnav Bennett
Brody Miller wants to be friends with you on Facebook.

Click to follow link

This message was sent to [redacted]. If you don't want to receive these emails from Facebook in the future, please unsubscribe.
Facebook, Inc., Attention: Department 415, PO Box 10005, Palo Alto, CA 94303
Dear Citibank valued member

Due to concerns, for the safety and integrity of the online banking community we have issued this warning message.

It has come to our attention that your account information needs to be updated due to inactive members, frauds and spoof reports. If you could please take 5-10 minutes out of your online experience and renew your records you will not run into any future problems with the online service. However, failure to update your records will result in account suspension. This notification expires on Aug 5, 2004.

Once you have updated your account records your internet banking service will not be interrupted and will continue as normal.

Please follow the link below and renew your account information:

https://www.citibank.com/update/update.htm

Sincerely,
Citibank customer department
VERIFY YOUR FREE GMAIL ACCOUNT NOW!!!

Dear Gmail Account Owner,

This message is from Gmail messaging center to all Gmail free account owners and premium account owners. We are currently upgrading our database and e-mail account center. We are deleting all unused Gmail accounts to create more space for new accounts.

To prevent your account from closing you will have to update it below so that we will know that it’s a present used account.

CONFIRM YOUR IDENTITY BELOW

- Gmail ID: ...........
- Password: ...........
- Date of Birth: .......
- Country or Territory: ...........

Enter the letter from the Security Image: ........... 859304

Warning!!! Account owner that refuses to update his or her account within Seven days of receiving this warning will lose his or her account permanently.

Thank you for using Gmail!
Warning Code: WX2099A AJ
Thanks,
The Gmail Team

GMAIL BETA
AWARD WINNING NOTIFICATION/ FINAL NOTICE

OYKEIKKAUS HOLLAND NETHERLANDS Lottery wishes to inform you the results of the bonanza E-mail address ballot Lottery Winners International promo program by the NETHERLANDS held on 16th of February, 2006. Your email address was attached to ticket number 025-1146-1992-750, with serial number 2113-22 drew with lucky numbers 13-15-22-37-39-43, and consequently Won the lottery in the (3rd) category. All participants were selected through a computer ballot system drawn from Microsoft users from company and individual email addresses from all over the world. You have therefore been approved a lump sum pay out of US$ 1,200,000.00 (ONE MILLION TWO HUNDRED THOUSAND UNITED STATE DOLLARS) in cash credited to file REF NO: OYL/2551256003/22. Due to mix up of some numbers and names, we ask that you keep your winning information confidential until your claims has been processed and your money remitted to you. This is part of our security protocol to avoid double claiming and unwarranted abuse of this program by some participants. For the release of your winning, kindly contact your claims agent.
Phishing is a way of attempting to acquire passwords, usernames, and financial information through fake emails, texts, or social networking messages.
• Phishers often have email addresses from the organization they are pretending to be.
• They set up fake websites designed to capture your information.
• Phishing emails may contain a hyperlink to a website that will download malware onto your computer.
• Phishing can also occur on social networking sites such as Linkedin or Facebook.
• Facebook phishers are tricky: they may not immediately ask you for your information.
How To Spot A Phishing Email

- **From:** address is different than sender’s address
- **Subject:** contains exclamation point
- **Reply-To:** address is different than sender’s address
- **From:** Webmail Help Desk <liuzf@dlut.edu.cn>
- **Reply To:** <xyyz1@earthlink.net>
- **Date:** Sun, 19 Jul 2009 11:48:41 -0700
- **Subject:** [SPAM] Webmail Quota Alert

This message was sent automatically by a program on the webmail. Your mailbox Quota Has Exceeded The Set Quota/Limit Which Is 20GB. You Are Currently Running On 23GB Due To Hidden Files And Folder On Your Mailbox. In Order To Increase Your Webmail Quota, You Must Validate Your Account Below:

- Name:……
- Email Username:……
- Email Password:……
- Confirm Password:……

Failure To Validate Your Webmail Quota May Result In Loss Of Important Information In Your Mailbox Or Cause Limited Access To It. You will continue to receive this warning message periodically if your email account size on our database continues Approaching Disk Limitations, you will be unable to receive new email.

Thank you for your cooperation.

Webmail Help Desk

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欢迎使用大连理工大学web邮件系统: http://mail.dlut.edu.cn

- odd-looking signature or footer
- Poor grammar, overuse of capitalization
- commands and threats
- no contact information
Looks Suspicious? Delete it.

IF:
- The message contains a mismatched URL.
- URLs contain a misleading domain name.
- Message contains poor spelling or grammar.
- The offer seems to good to be true
- The message asks for personal information.
- You didn’t initiate the action.
- You are asked to send money to cover expenses.
- The message makes unrealistic threats.
- The message appears to be from a government agency.
- If something just doesn’t look right.

Then don’t click on anything within the email. Delete it.
3 Easy Ways to Protect Yourself Online:

(1) Create Strong Passwords

(2) Change your privacy settings: opt out of emails, firewall, change to Do Not Track on your browser, encrypt your data, use updated security software, and don’t overshare on social networking sites.

(3) Give personal information over encrypted websites only: look for the https:// at the beginning of the web address.
Step 1: Begin a dialogue
• Show your kids any suspicious emails so that they can learn about phishing too!
• Warn them that nothing is “free.”
• Work with them to create strong passwords.
• Talk about the dangers of peer to peer file sharing.
• Explain the importance of keeping social security numbers safe!
• Have them walk you through their social networking account: remind them that what they post online can be found by teachers, future employers, and the police.
Step 2: Periodically Check in With
• A couple of times a month, see if they’ve gotten any suspicious emails— ask them how they handled it.
• Ask them about the mobile apps they are using.
• Ask your kids who they are in touch with online.

Step 3: Still Concerned? Up the Privacy Settings
• Review the privacy settings. Set high ones for social media accounts.
• Block anyone not on their friend list from chatting with them.
• Review their friend list.
• Create a safe screen name.
• Ask them to show you one of their typical chats or facebook profile.

Protecting Your Kids
For more information:

• On privacy, protecting your identity, reporting scam emails, and online safety, go to: https://www.consumer.ftc.gov/topics/privacy-identity

• On setting up security measures: http://myconsumertips.info/category/online-safety/

Please don’t hesitate to reach out if you have further questions: stephanie.minnock@colorado.edu
You give companies information when you visit their website

- Trading information about yourself for “free” services
- Websites collect a great deal of information about you
- Many uses for the information
- Some good and others are more questionable
Many companies are involved in tracking, buying, and selling your information online.
Cookies are one of the primary ways people track you on the internet. Small text files that allow, among other things, a company to see what you have done on the internet. Main type to worry about is third party cookies.
Companies such as Google track your searches
Uses the information used in your searches to target advertisements at you
For more detail see [http://donttrack.us/](http://donttrack.us/)
However, there are numerous technologies that can be used to control your information on the internet.

- Browser choice
- Programs that give you control
- Clearing cookies
- Disabling third party cookies
- Search engine choice
- Opting out of advertising
Programs to help control your data

Knowledge + Control = Privacy

See which companies are tracking you
Block over 1900 trackers
Learn how they track
Ghostery is FREE

Join over 20 million Ghostery users and download the web's most popular privacy tool.

https://www.ghostery.com/
Climate Change Already Exacts Extensive Toll, U.N. Panel Says

By JUSTIN GILLES

A United Nations report warned that climate change is already having sweeping effects on every continent and is likely to grow substantially worse unless greenhouse emissions are brought under control.

In New Health Care Era, Blessings and Hurdles Persist

By ARTHUR KUGELMAN

Millions have gained...
Browser Settings
Limiting cookies
Using search engines that do not track you online

https://duckduckgo.com/
Opting Out

All NAI Member Companies (97)
NAI Members Customizing Ads For Your Browser (32)
Existing Opt Outs (0)

These 32 member companies have enabled Online Behavioral Ads for this web browser.

Click the company name to find out more about a member company. To opt out from targeted ads by one or more member companies, check the box(es) in the "Select" column next to the company name(s), and then hit the "Submit your choices" button. You can also click the "Select all shown" box to pre-check all the listed companies before you hit the "Submit" button. [Need help]

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Select all</th>
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<tbody>
<tr>
<td>AddThis (including XGraph)</td>
<td></td>
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<tr>
<td>AdRoll</td>
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<td>Aggregate Knowledge, Inc.</td>
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<tr>
<td>AOL Advertising</td>
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<td>AppNexus, Inc.</td>
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<td>Atlas Solutions, LLC.</td>
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<td>Batanga Network</td>
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<td>Bizo</td>
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<td>Casale Media</td>
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http://www.networkadvertising.org/choices
Opting Out

These 29 companies have set an opt-out preference for Online Behavioral Advertising in your browser.

Need help?

Company Name

- Atlas Solutions, LLC.
- Batanga Network
- Bizo
- AddThis (including XGraph)
- Casale Media
- AdRoll
- Chango, Inc.
- Aggregate Knowledge, Inc.
- Criteo

Important things to remember about the choices you make on this page:
Much harder to control information while using a cell phone
Look at what the an app says it will access
Choose your apps carefully
Some other programs you can use

- Do not track plus
  https://www.abine.com/
- NoScript http://noscript.net/
- Disconnect https://disconnect.me/
- Start Page https://www.startpage.com/
- Tor https://www.torproject.org/
- CCleaner
  http://www.piriform.com/ccleaner
ONLINE DISPUTE RESOLUTION AND ARBITRATION

By: Laurence Gendelman
What Is Online Dispute Resolution (ODR)

- Use of technology to help resolve disputes between parties
- Consumer to Consumer (e.g. you purchase a book from a private party on Amazon)
- Business to Consumer (e.g. you purchase a flight on Kayak)
- These are new, innovative online systems with neutral parties that determine how to resolve disputes.
- Make it easier than ever for you to assert your rights as a consumer

Focus for today

1. How to start a claim/dispute
2. What to do when you cannot resolve your claim using traditional ODR
   - BBB and CFPB Online Platform
   - Arbitration
Your Account › Your Orders

Search Your Orders: Title, Department, Recipient... Search Orders

Orders Listed By Date
- Open Orders
- Digital Orders
- Cancelled Orders

8 orders placed in: past 6 months

ORDER PLACED
January 23, 2014
Order Details | Invoice

order #103-3744066-4025626
RECIPIENT Laurence Gendelman
TOTAL $6.00

DELIVERED ON Monday, January 27, 2014
Delivered

Sebastian Matte Putty Soft Dry Texturizer, 2.6 Ounce
Sold by Beauty Findz

Contact Seller
File/View Claim
Return or Replace Item
Leave Seller Feedback
Report a problem with your order to Beauty Findz

We're sorry you experienced a problem with an order from one of our Marketplace sellers. The first step is reporting the problem to the seller by filling out the form below. If you have already contacted the seller and the problem is not resolved, file an A-to-z Guarantee claim. The deadline for filing an A-to-z Guarantee claim for this order is **April 23, 2014**, which is 90 days from the original purchase date.

**Please indicate the type of issue**

- [ ] Order contained incorrect/defective/damaged items
- [ ] Completely different from what was ordered

Your claim will apply to this item

- 1 of Sebastian Matte Putty Soft Dry Texturizer, 2.6 Ounce

**Delivery details (optional)**

If Beauty Findz provided shipping information about your original order, list it below.

- **Shipping carrier**: [ ]
- **Tracking number**: 94001102008280588
- **Date of shipment**: 01/24/2014

**Additional information**

What did you order? What did you receive? Include any other information that you think will help us investigate your claim.

Type your message in the box below. We will forward it to the seller. When you submit this form, Amazon.com will replace your email address with one provided by Amazon.com in order to protect your identity, and forward the message on your behalf. Amazon.com will retain copies of all e-mails sent and received using this service, including the message you submit below, and may review these messages as necessary to resolve disputes. By using this service, you consent to this action.

You have 2000 characters left.

[Report problem] [Cancel]
Sample Complaint:

<table>
<thead>
<tr>
<th>Claim Type</th>
<th>Items not as described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subreason</td>
<td>Item condition/details not as described</td>
</tr>
<tr>
<td>Buyer Comments</td>
<td>Hello, The book arrived with excessive highlighting and underlining - not in Very Good condition as described in the listing. I'd like to return the book for a full refund including return shipping. I contacted the seller on 6/14 but they have yet to respond.</td>
</tr>
<tr>
<td>Claim Items</td>
<td>1/1 Cases And Materials on Torts, 12th (University Casebook Series)</td>
</tr>
<tr>
<td>Claim Amount</td>
<td>$58.99</td>
</tr>
</tbody>
</table>
Greetings from Amazon.com.

We have received a claim under the A-to-z Guarantee program for the order 002-0269109-0498678 because the details and/or condition of the item(s) were not as described. The buyer's comments were "Hello,

The book arrived with excessive highlighting and underlining - not in "Very Good" condition as described in the listing. I'd like to return the book for a full refund including return shipping. I contacted the seller on 6/14 but they have yet to respond."

Please note that you have seven (7) days to respond to this e-mail. Failure to respond with all requested information below may result in a debit to your Amazon Payments account.

If you accept or want to defend this claim, the easiest and quickest way to refund or represent yourself is to use A-Z-Guarantee on-line forms. By doing so you will ensure faster resolution to the buyer and yourself. Do not reply to this email if you use the on-line forms.

If a partial refund has been given we do require a response to the claim notification explaining the reason a full refund was not provided, failure to do so may result in a debit to your Amazon Payments account.

Here are instructions on how to issue a refund or to represent your case.

-----------------------------------------------

Respond online. You can issue a refund or represent your case using the online form:

1. Go to the A-to-z Guarantee claims section of your seller account by typing this address into your browser address bar:

2. Click "Refund the order" or "Represent your case" to the right of the order number and follow the online instructions.
Tuesday, July 16, 2013  I attempted to contact this buyer immediately as seen below. I offered a refund if he returns the book and offered shipping and handling OR $20 back for the 'misrepresentation' within 24 hours of receiving his message. I then received a message that his email address was not operating Amazon.com <auto-communication@amazon.com> Here is a copy of the e-mail that you sent to Zack Chang. Order ID 002-0269109-0498678: 1 of Cases And Materials on Torts, 12th (University Casebook Series) [ASIN: 1599417049] ------ ------ Begin message Hello Zach, I am truly sorry that the product was misrepresented. I will provide you with two options to meet your request. 1. Please return the book to me, I will refund your order of $58.99 and provide you with shipping credit of $6.00 (enough to send the book to me via USPS Media Mail). If you would like to take advantage of this option, the book can be sent to: Laurence Gendelman 90 Westland Ave Apt 304 Boston, MA 02115 2. I will provide you with a $20.00 refund for the misrepresentation and you may keep the book Please let me know which one of these is preferred. If you send the book back to me, upon receiving it, I will refund the order immediately. I am sorry that the purchase was not in accord with your expectations. Please let me know if there is anything else that I can do to ensure that you are satisfied. Regards, --- Original message --- Order ID 002-0269109-0498678: 1 of Cases And Materials on Torts, 12th (University Casebook Series) [ASIN: 1599417049] ---------------- Begin message ----------------- Hello, The book arrived with excessive highlighting/underlining - not in "Very Good" condition as described in the listing. I'd like to return the book for a full refund including return shipping. What address should I return to? Thanks for your help. ---------------- End message ------------------ For Your Information: To help arbitrate disputes and preserve trust and safety, we retain all messages buyers and sellers send through Amazon.com for two years. This includes your response to the message above. Amazon.com uses filtering technology to protect buyers and sellers from possible fraud. Messages that fail this filtering will not be transmitted. We want you to buy with confidence anytime you purchase products on Amazon.com. Learn more about Safe Online Shopping (http://www.amazon.com/gp/help/customer/display.html?nodeId=551434) and our safe buying guarantee (http://www.amazon.com/gp/help/customer/display.html?nodeId=537868). After sending this message- I received the following response from Amazon: Amazon.com <auto-communication@amazon.com> Jun 15 to LG6892 Dear LG6892, Your e-mail(s) to Zack Chang (kb1ryrg1t011b11@email.amazon.com) cannot be delivered because there was a problem with the recipient's e-mail system. The recipient can still view the message in their message center on Amazon.com, but they will not receive it by e-mail. We apologize for the inconvenience.
Amazon will render a binding decision; however the decision may be appealed through a binding arbitration.

If the seller owes money to the buyer, then Amazon will deduct the amount from the seller’s linked bank account. The buyer will receive the funds they are entitled to.

If the buyer losess the claim, then the claim is simply closed

Claims will hurt a seller, their ratings, reputation, etc.

Only provide honest and truthful information
Your rating: **85.37** out of 500
95% of 22 orders in the last 12 months met or exceeded expectations

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping</td>
<td>100%</td>
</tr>
<tr>
<td>Service</td>
<td>100%</td>
</tr>
<tr>
<td>Feedback</td>
<td>100%</td>
</tr>
</tbody>
</table>

Score: Learn more
Based on all orders in the last 365 days
Last Updated Mar 11, 2014

<table>
<thead>
<tr>
<th>Order quality (includes FBA)</th>
<th>Orders</th>
<th>Points per order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Far</td>
<td>85.37</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excellent</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Score calculation details
Only the worst problem will be counted per order.

- **A-to-z Guarantee claim**: Only seller faulted orders
- **Expired order**: Order not fulfilled for an extended period
- **Negative feedback**: 1 or 2 stars
- **Service chargeback**: Claims filed with credit card company

**Orders earning bonus points**
Orders without problems that have valid tracking AND were delivered within three business days AND meet the minimum promised arrival date AND no refund or concession.

Score: **85.37**

How can you improve your rating? Learn more
Improving the areas below will have the biggest impact on your score.

1. **A-to-z Guarantee claim** Suggestions
Companies using ODR

- Amazon
- EBay
- Paypal
- The list goes on...
OTHER PROCESSES...

• **Better Business Bureau**
  - No enforcement power
  - Not affiliated with the government
  - Will put other consumers on notice
  - BBB will work with the company on your behalf to get a response

• **Consumer Financial Protection Bureau**
  - Enforcement and sanction power
  - Independent federal government agency
  - Will put other consumers on notice
  - CFPB will work with the company on your behalf to get a response
  - Can notify other authorities of the company’s behavior
What complaints do we handle?

Disagreements between businesses and their customers. However, we reserve the right to reject complaints that use abusive or foul language.

We do not handle:

- workplace disputes;
- discrimination claims;
- matters that are or have been litigated;
- claims about the quality of health or legal services.

How do we handle your complaint?

Everything you submit will be forwarded to the business within two business days. The business will be asked to respond within 14 days, and if a response is not received, a second request will be made. You will be notified of the business’s response when we receive it (or notified that we received no response). Complaints are usually closed within 30 business days.
Verify the nature of your complaint

Is the business in the United States or Canada?
- Yes  
- No

Your complaint involves a:
- vehicle
- cell phone or wireless carrier
- business's product or service (other than a vehicle or cell phone)
- business's advertising
- business's privacy policy or practices
- charity

Are you an active duty service member, a civilian employee of the Department of Defense, a military dependent or retired from active duty? *(required)*
- Yes  
- No

What do we do with this information?
- Yes  
- No

Next ➤
<table>
<thead>
<tr>
<th>Address</th>
<th>Select Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headquarters</td>
<td>Select</td>
</tr>
<tr>
<td>(Select this if your complaint isn’t location specific)</td>
<td></td>
</tr>
<tr>
<td>1 Centerpoint Blvd., PO Box 15550</td>
<td>Select</td>
</tr>
<tr>
<td>New Castle, DE 19720</td>
<td></td>
</tr>
<tr>
<td>1155 Worldwide Boulevard</td>
<td>Select</td>
</tr>
<tr>
<td>Hebron, KY 41048</td>
<td></td>
</tr>
<tr>
<td>3680 Langley Drive</td>
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<tr>
<td>Hebron, KY 41048</td>
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<tr>
<td>PO Box 9067</td>
<td>Select</td>
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<tr>
<td>Baltimore, MD 21222-0767</td>
<td></td>
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<tr>
<td>8329 W. Sunset Road #220</td>
<td>Select</td>
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<tr>
<td>Las Vegas, NV 89113</td>
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</tr>
<tr>
<td>4400 12th street extension</td>
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</tr>
<tr>
<td>west columbia, SC 29033</td>
<td></td>
</tr>
<tr>
<td>2020 Joe B Jackson Pkwy</td>
<td>Select</td>
</tr>
<tr>
<td>Murfreesboro, TN 37127-7792</td>
<td></td>
</tr>
</tbody>
</table>
Notice
You are now leaving www.bbb.org to complete your complaint with BBB of Alaska, Oregon & Western Washington online complaint system. That BBB's privacy policy can be viewed here. By clicking "continue" below, you acknowledge that the BBB is a U.S. organization, and you consent to the handling of your complaint and the processing of your personal data within the United States.

Their contact information is:

**BBB of Alaska, Oregon & Western Washington**
1000 Station Drive, Ste. 222
DuPont, WA 98327
(206)431-2222
complaints@thebbb.org

[Continue]  [Cancel]
Please complete the personal information form. All fields shown in BOLD are required. Anonymous complaints will not be processed. When you are finished, click the SUBMIT button.

All information provided, including address and phone number, are provided to the business.

Please review our privacy policy for further information.

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>First Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Last Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street Address1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street Address2</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PostalCode</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td></td>
</tr>
<tr>
<td><strong>StateProv</strong></td>
<td>-No State/Prov Selected-</td>
</tr>
</tbody>
</table>
CFPB > Consumer Financial Protection Bureau
www.consumerfinance.gov/ ~ Consumer Financial Protection Bureau ~
Our vision is a consumer finance market place that works for American consumers, responsible providers, and the economy as a whole.

Submit a complaint
You can submit a complaint about applying for a mortgage, being ...

Consumer Complaint Datab…
Consumer Complaint Database.
The above are complaints we've ...

Jobs
Jobs - Location - Supervision - Learn more - ...

Guidance documents
From time to time, we will post letters and other materials ...

Regulations
From the blog. Read the latest on CFPB rules and regulations.

Regulatory implementation
If, after reviewing the resources on the Regulatory Implementation ...

More results from consumerfinance.gov »
Submit a complaint

Have an issue with a financial product or service? We'll forward your complaint to the company and work to get a response from them.

CHECK YOUR COMPLAINT STATUS

Para presentar una queja en español, llamar al (855) 411-2372

Choose a product or service to get started

If you don’t want to submit a complaint, you can tell your story.

MOST COMMON

- Mortgage
- Debt collection
- Credit reporting

OTHER PRODUCTS AND SERVICES

- Bank account or service
- Credit card
- Money transfer
- Payday loan
- Student loan
- Vehicle or other consumer loan
For credit card issues affecting your credit report, submit your complaint [here](#).

Describe what happened so we can understand the issue...

*Do not include sensitive information like your name, contact information, account number, or social security number in this field. We will collect certain personal information at a later step.*
Which of these best describes your issue? *

APR or interest rate

If you lost money, how much money did you lose? (Optional)

$ 10000

When did this happen? 3/12/2014 (Optional)

Have you done any of these things to try to resolve this issue? (Optional)

- [x] Contacted the company directly
- [ ] Contacted the Consumer Financial Protection Bureau previously
- [ ] Contacted another government agency
- [ ] Hired an attorney
- [ ] Filed legal action

Continue
What do you think would be a fair resolution to your issue? *

*Do not include sensitive information like your name, contact information, account number, or social security number in this field. We will collect certain personal information at a later step.*

I WANT MY MONEY BACK!

3879 characters remaining
The complaint process

When you submit a complaint to the CFPB, we forward your complaint to the company and work to get a response about your issue.

Submit a complaint to the CFPB

1. Complaint submitted

You submit a complaint about an issue you have with a company about a consumer financial product or service. You will receive email updates and can log in to track the status of your complaint.

2. Review and route

We'll forward your complaint and any documents you provide to the company and work to get a response from them. If we find that another government agency would be better able to assist, we will forward your complaint to them and let you know.
3. Company response
The company reviews your complaint, communicates with you as needed, and reports back about the steps taken or that will be taken on the issue you identify in your complaint.

4. Consumer review
We will let you know when the company responds. You can review that response and give us feedback.

5. Review and investigate
Complaint data is shared with state and federal law enforcement agencies. Complaints tell us about business practices that may pose risks to consumers. If we need more information, we'll reach out and let you know.

6. Analyze and report
Complaints help with our work to supervise companies, enforce federal consumer financial laws, and write better rules and regulations. We also report to Congress about the complaints we receive and post some consumer complaint data.
<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Due Date</th>
<th>Company</th>
<th>Status</th>
<th>Resolution</th>
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<tbody>
<tr>
<td>1</td>
<td>03/06/14</td>
<td>03/07/14</td>
<td>Santander Bank US</td>
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<td>Yes</td>
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<tr>
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<td>Yes</td>
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<td>Yes</td>
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<tr>
<td>5</td>
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<tr>
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<td>9</td>
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<td>10</td>
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<td>11</td>
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<td>12</td>
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<td>13</td>
<td>03/02/14</td>
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<tr>
<td>14</td>
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<tr>
<td>15</td>
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<td>18</td>
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<tr>
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<td>02/28/14</td>
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</tbody>
</table>
Mandatory arbitration agreements are EVERYWHERE
They require you to arbitrate before you file a civil suit against a company
These are almost always enforceable, though subject to more scrutiny recently
Instead, these clauses usually cut-off your right to take the company to court.
Arbitration is when a neutral third-party considers the arguments of all parties and makes a binding decision
Some of these processes can be found online and may seem similar to ODR
Terms of Use

These Terms of Use are effective on January 19, 2013. To access our previous Terms of Use, please click here.

By accessing or using the Instagram website, the Instagram service, or any applications (including mobile applications) made available by Instagram (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned or controlled by Instagram, LLC ("Instagram"). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND INSTAGRAM WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.
14.3 Agreement to Arbitrate. You and PayPal each agree that any and all disputes or claims that have arisen or may arise between you and PayPal shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

a. Prohibition of Class and Representative Actions and Non-Individualized Relief.

YOU AND PAYPAL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND PAYPAL AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER PAYPAL USERS.

b. Arbitration Procedures.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of this User Agreement as a court would.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA’s rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA’s website at http://www.adr.org.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, you or PayPal may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and PayPal subject to the arbitrator’s discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or PayPal, unless the arbitrator requires otherwise.
Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this Arbitration provision (individually and collectively, a “Claim”) must, after an election by you or us, be resolved by binding arbitration in accordance with this Arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-776-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first $250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 through 16.
PHYSICIAN-PATIENT ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term “patient” herein shall mean both the mother and the mother’s expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician’s partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.
### Summary of New Claims Resolution Provision (including Arbitration)
**Effective January 1, 2013**

**First**, if you have an issue or dispute, please contact our Customer Service Department at the number listed on the back of your card. They are able to resolve most issues and disputes.

**Second**, before initiating a mediation, arbitration or litigation, we ask that you send a Claim Notice to: American Express ADR c/o CT Corporation System, 111 8th Ave., New York, NY 10011. For a sample Claim Notice form, go to americanexpress.com/claim.

**Third**, you may now mediate your claim prior to initiating an arbitration or litigation. In mediation, a neutral mediator helps to resolve your claim.

**Fourth**, our Claims Resolution provision includes an arbitration provision. This means that either you or we may choose to have an arbitrator decide any claim instead of having the claim decided by a court. However, you may **reject the arbitration provision** if you notify us in writing prior to February 15, 2013.

**Rejecting arbitration:** If you reject the arbitration provision, it will not apply to you, except for any claims subject to litigation or arbitrations pending at the time you send your rejection notice. Also, your rejection will apply to the arbitration provision in any other American Express Card accounts you may have, except for Corporate Card accounts. It will have no other effect on your ability to use your card or the service you have with American Express.

**How to reject arbitration:** You must send us a rejection notice by **February 15, 2013**, that contains your:
- name
- address
- account number(s)
- signature

Mail your rejection notice to American Express, P.O. Box 981556, El Paso, TX 79908. For a sample form, go to americanexpress.com/reject. You are not required to use the sample form.
Before you file. Resources you need.

To move a case along expeditiously, parties need to know the cost of filings, the appropriate rules and procedures to use for the type of case at hand, and where to file. The AAA has the resources and information you need to understand the process and procedures involved in ADR.
**COMMERCIAL ARBITRATION RULES**

**DEMAND FOR ARBITRATION**

**MEDICATION:** If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box.

**There is no additional administrative fee for this service.**

<table>
<thead>
<tr>
<th>Name of Respondent</th>
<th>Name of Firm (if applicable)</th>
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<tbody>
<tr>
<td>Address</td>
<td>Representative’s Address</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Phone No.</td>
<td>Fax No.</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
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</tbody>
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The named claimant, a party to an arbitration agreement dated __________, which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

**THE NATURE OF THE DISPUTE**

<table>
<thead>
<tr>
<th>Dollar Amount of Claim</th>
<th>Other Relief Sought</th>
<th>Amount Enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td>$</td>
</tr>
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</table>

In accordance with Fee Schedule: □ Flexible Fee Schedule □ Standard Fee Schedule

**PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE:**

Hearing locale: □ Requested by Claimant □ Locale provision included in the contract

Estimated time needed for hearings overall: □ hours □ days

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Claimant</th>
<th>Respondent</th>
</tr>
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</table>

Is this a dispute between a business and a consumer? □ Yes □ No

Does this dispute arise out of an employment relationship? □ Yes □ No

If this dispute arises out of an employment relationship, what was the employee’s annual wage range? Note: This question is required by California law. □ Less than $100,000 □ $100,000 - $250,000 □ Over $250,000
1. Contact the company/individual and attempt to resolve

2. Use an ODR that the company subscribes to/has created

3. Use the BBB and/or CFPB and submit a formal complaint

4. Figure out if you are required to arbitrate, if so-arbitrate

5. Consider your options, talk to an attorney, file suit
WHERE TO GET A LAWYER

- Boulder County Legal Services
  - 303-449-7575

- Boulder County Bar Association
  - 303-440-4758

**CU and BCHHS do not endorse any attorney or legal service provider**
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