

CONSUMER PROTECTION & MORE SUCCESSFUL
CONSTRUCTION PROJECTS
(We're In It Together)

By

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Contents

What’s the issue 1
Why the subtitle, “We’re In It Together” 2
Overview of a construction project..... 3
Ethics..... 6
When a Project Goes Bad 7
New Jersey’s Consumer Fraud Act..... 7
Conclusion 8
Disclaimer 9
BIO..... 9
Editing Attribution 9
APPENDIX I – Definitions 10
APPENDIX II – The Attorney General of Each State..... 13

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What's the issue

Owners, consumers, professionals, tradespeople, vendors, and regulators are all involved in the purchase goods and services. However, how many are actually, accurately aware of their duties and rights for those transactions according to the law? Some parties are ethical and/or competent to make a wise purchase. Some believe that only a win-lose outcome is appropriate, possible, or "fair." After all, we are "only human", products of nature and nurture, and usually "only" a merchant or a business owner, i.e., a lay person.

Owners are most often "taught" to rely on

1. their Better Business Bureau, various commercial referral services,
2. the entertainment/education/vicarious experience that they gather from "do-it-yourself" television,
3. design software, and
4. others who are not "technical" in their particular field, but feign expertise nevertheless.

Merchants across industries may be new to the business or perhaps using the business as a stopgap measure, and as a result, do not have the same commitment as a long-term member of that business community.

To help combat illegal, unprofessional behavior between businesses and consumers, most states have enacted laws, primarily focusing on "consumer" fraud. While some have "delayed payment" provisions, consumer protection acts typically fail to recognize that merchants are also consumers, who may be victims of unscrupulous consumers.

Fraud is generally defined in the law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading. (See Appendix I)

The strategy in construction projects (and any other business relationship) to avoid conflict, acrimony, and especially a crime like fraud is to foster good understandings, expectations, communications, and mutuality.

Why the subtitle, "We're In It Together"

"Agreement" is an essential part of defining the word "contract." Why would either party knowingly agree to being coerced, deceived, or participate in a win-lose relationship? None of the stakeholders would logically accept shoddy goods and services, or offer-acceptance-consideration that does not meet their needs. Therefore mutuality must be integral to the relationship, and fraud has no place in it. Loss of mutual trust or second-guessing each other is a sign of a troubled project and a good time to talk and either restore trust or part company. The golden rule is alive and well.

Overview of a construction project

The Medical field includes the concept, “Informed consent”, which basically requires a health care professional to provide his or her patient (or guardian) with the options for proposed medical treatment and the pros and cons of each. It then requires the patient and/or guardian to be able to understand and reasonably agree to the recommended care.

Consumer fraud in construction has a similar presumption, but with a few twists, for example:

- Either party can withhold information about its capabilities and resources, existing conditions, and ability or willingness to pay.
- In a hypercompetitive economy, some tradespeople contract to perform work beyond their licensure and/or training.
- “Do-it-yourself” television, various software packages, and other resources purport to provide John or Jane Doe with sufficient resources for a proposed project, but fail to mention the critical importance of safety and insurance issues, tricks of the trade, specialized knowledge, techniques, building code, ordinances, or procedures. Those “technical” details put the “author” at risk of errors and omissions, and do not make for good entertainment.

These and numerous other scenarios offer opportunities for either party to coerce, deceive, or otherwise cheat another party.

Candid, honest communication between the parties must include existing conditions, project scope, goals, price, budget, logistics, time frames, aesthetics, durability, code compliance, safety, and the parties’ credentials, among other details. All parties need to share objective, accurate answers to questions like:

1. Do any sections of the Building Code, regulatory agencies’ policies, and/or good practice affect your plans:
 - a. Yes, regulators may be an unwelcome necessity, but avoidance and evasion is always unwise. What are the potential consequences of ignoring laws? Warning: They are not always right.
 - b. What type(s) of project is planned: new construction or addition, renovation, restoration, remodel, maintain and repair, demolition
 - c. Environmental
 - d. Soil Type/Geology
 - e. Drainage & Topography
 - f. Architectural standards
 - g. Zoning
 - h. Building and MEP (Electrical, Mechanical, Plumbing)
 - i. What are the consequences of discovering mold, lead, asbestos, or other toxins in the course of performing the work?
 - j. What types of work require what permits in the project’s jurisdiction?
 - k. Does the project require any building, zoning, and/or other variances?
 - l. Depending on the scope and complexity of the project, what credentials are required for those performing each type of work and why? Do these types of work offer any options, and if so, what are the pros and cons of each?
 - i. Skilled friend or family member,
 - ii. Licensed architect
 - iii. A registered/licensed contractor, electrician, plumber, engineer, alarm contractor, and/or other artisans?
 - iv. A project manager or owner's representative?

2. Are all parties' understandings and expectations accurate and reasonable?
 - a. Budget
 - b. Scope
 - c. Aesthetics
 - d. Durability
 - e. Timeliness
 - f. Functionality
 - g. Cost
 - h. Comfort
 - i. Stress free/cordiality
 - j. Contract, scope, & regulatory compliance
 - k. Quality vs. Grade. Quality is an item or service's suitability for use; grade is its cache, reputation, or rank among related products.
 - l. Quality can be fuzzy and subjective, but products and services are usually required to comply with and be judged against building code, manufacturers' specifications, and other independent criteria.
 - m. Quality Assurance vs. Quality Control.
 - i. Quality Assurance involves monitoring the way the project is executed, not about the product that results at the end of the project.
 - ii. Quality Control monitors the results or outcomes of the project to see if they meet the specified quality standards. Does the toaster toast bread without electrocuting the user?

3. Could the owner install any details now to save money when the additional work is performed in the future (e.g. framing now to install skylights when the budget allows later)?

The "buying" and "decision-making" processes also require mutuality from all parties.

1. What's the best way to choose a client or on the other hand, a construction professional? Try hiring the candidate who
 - a. Appears to understand your needs and goals,
 - b. Explains recommendations and alternatives clearly and without patronizing, and
 - c. Reminds you of a trusted, admired teacher from your past

2. What are the warning signs of a bad relationship before it begins, or a project before it fails (e.g.: "finger-pointing" hassles)

3. What are the signs of a scam by either party, and what are your options before, during, and after?

4. How much and what type of insurance should an owner, contractor, architect, or other person have?

5. Why do projects' cost & durations vary so much? There are a few reasons:
 - a. Ethics – It is incumbent on all parties to share candor and a best effort.
 - b. Estimating skills – We use the best information available, including unknowables; often with evolving specifications, and various techniques for estimating (material, labor, time), and other technical expertise, as well as the bona-fide cost of running an ongoing business.

- c. Think of the metaphorical emergency in the power plant...sirens and lights blaring...electrical engineer walks in, examines the dials and gages, turns one, and ends the emergency...the bill to the plant manager lists, "turning the dial \$1, knowing which dial to turn and do so decisively, \$100".
 - d. "Custom" is more expensive and takes longer than standard.
 - e. Lennar Corp. teaches its construction staff that those who provide a good product or service at a fair price typically do well; those who don't are not destined for long-term survival.
 - f. Size and complexity obviously affect durations and sequences among subprojects.
 - g. All projects, except those that are small, and don't contain subprojects, must proceed in steps (e.g. we must sand drywall before installing trim or painting).
 - h. Addressing unknowns can only be done at no additional charge if there was fluff in the budget. For example, you would expect to be paid for working late or accepting more responsibility. It is only fair to pay your construction professional for them.
6. Why can't contractors seem to finish projects on time?
- a. Unknowables and withheld information
 - b. Changing scope
 - c. Availability of labor or materials
 - d. Overly optimistic time estimates
 - e. Variability of skills and expertise
 - f. Availability of decisions
 - g. Unusual weather conditions
 - h. Newly discovered conditions
7. What should be in my contract? People to ask
- a. The relevant consumer protection act via your appropriate State Attorney General's staff (see Appendix II)
 - b. The local construction official (provisions of building code)
 - c. A construction attorney's legal opinions (if not an expert in construction techniques, time frames, procedures, etc., also seek a trustworthy owner's rep./ construction manager). (including: compliance with consumer protection laws, time frames, issues like lead-based paint, materials, fixtures, finishes, techniques, code compliance, etc., some of which the architect or engineer provides)
 - d. Your architect and/or engineer (experts in aesthetic and/or structural factors, may also be a construction manager), who provide specifications that must be included in the project plans, and by that connection, in your agreement. (code, structural, finishes, zoning, roles and responsibilities, to name a few)
- Remember that information that is not in writing is less credible.
8. What construction quality and procedural guidelines and standards can I consult?
- a. Local, municipal, county/parish, state, and federal ordinances
 - b. Appropriate building codes
 - i. Generally under the Uniform Construction Code, under the International Code Council - <http://www2.iccsafe.org/>
 - ii. Fire, Mechanical, Electrical, Plumbing, and Building (commercial and residential)
 - iii. Zoning - Height, buildings on the property, uses, setbacks, entrances, impervious coverage, abutting properties and structures, slopes

- c. Residential Construction Performance Guidelines, 4th Edition, Contractor Reference, National Association of Home Builders, BuilderBooks.com®, ISBN#: 978-0-86718-670-3
 - d. Environmental Protection
 - i. U.S. EPA, NJ DEP, and county and local governments
 - ii. Lead-based paint, asbestos, mold, etc.
 - iii. Wetlands, stream encroachment, and hydrology in the Engineering Dept.
 - iv. Tree ordinances
 - e. Americans with Disabilities Act
 - f. Health
 - g. Public sewer and/or water, versus septic system and/or well
 - h. Historic Preservation
 - i. Prior approvals (e.g. zoning code, then building code, followed by the required inspections)
9. Develop a prioritized list of client wants and needs, and the reasons for each, as well as details that are unknown to the owner.

Ethics

Ethics come from a set of standards that are as old as civilization (“Am I my brother’s keeper?”, “An eye for an eye.”, “Hammurabi”, “A baker’s dozen”, “The golden rule”), and continue to evolve. Some would say that our industrialized society has turned its back on the “Ozzie and Harriet” era, fostering some cynicism and doubt about the feasibility of win-win relationships. Another way to decide how/whether to proceed with an action is to ask oneself, “would I like to see the action published in the media?”

These hypotheticals might sound trite to some, but thinking about these concepts can help us to avoid ethically ambiguous issues:

1. You had to work late and forgot to pick up a highlighter for your child’s homework. Do you borrow one from work and plan to replace it later?
2. Should a vendor of a contractor cut his/her bid to the bone to get the job, with plans to make up the difference in change orders?
3. Where consumer protection laws require an ethical contractor to provide project and product details in a contract, is it proper then for an owner to use those details with the low bidder or a handy relative?
4. “We are on a tight budget, and we’re already paying enough for the work. Beside that, the contractor must be making thousands of dollars, so he can afford to give up a few dollars.” Would one of us react kindly to our employer behaving similarly about one of us at work?
5. In a construction project, an Owner’s Representative denied payment on a proper change order from a subcontractor. Can or should the project manager make up the difference on a subsequent change order?
6. Because those darned [homeowners, buyers, building officials, contractors, realtors, etc.] are so [greedy, arrogant, egotistical, slimy, impolite, useless, etc.], I have the right to [withhold information, wait to pay their last invoice, second-guess them, charge for every little issue]. Let’s each walk a mile in each other’s shoes.
7. How many business owners decide that they will go out of business without cutting corners? Maybe, it is true?
8. “But building permits are a pain in the neck, my property taxes will rise, and it’s only a [new doorway, little bit of new wiring or old paint, finished basement, etc.]”

When a Project Goes Bad

How does someone proceed when he or she feels victimized?

1. Talk with the party causing the dispute to discuss perceived differences. Maybe, there is a misunderstanding? It's tough, but essential, to remain calm and focus on the contract and mutuality that has hopefully existed throughout the project.
2. Construction expert. Many individuals with expertise and credentials in the wide spectrum of construction matters make themselves available to help injured parties and those who allegedly created the injury to document their client's position in order to help him or her to prevail.
3. Your architect or engineer is the primary licensed professional who has staked his or her license and reputation on the quality and code compliance of the project's signed, sealed drawings. The agreement between oneself and the architect or engineer should include a provision for legal support.
4. Depending on the nature of the work and regulatory conditions in the project jurisdiction, a construction official and/or other regulators are able to enforce codes and ordinances for which they have authority. This is an important reason to "do it right."
5. Hiring an attorney is not always worthwhile. You and the attorney should perform a cost/benefit analysis to determine whether pursuit of legal actions is warranted or advisable. On one hand, we feel wronged, but the process involves practical tradeoffs, and recovery of damages is not necessarily guaranteed.

A chancery court or court of equity is a court that is authorized to apply principles of equity, as opposed to law, to cases brought before it. (see Appendix I, "equity") It is incumbent upon those who appeared before the court (or in any activities) to be on the right side of the law, with "clean hands."

6. The State Attorney General typically has the duty to enforce consumer affairs matters. See Appendix II for the web sites of each state's Attorney General.

New Jersey's Consumer Fraud Act

Among its full provisions, the N.J.S.A. 56:8 (<http://www.state.nj.us/lps/ca/ocp/ocpreg.pdf>), with respect to construction includes

- Requirements for craftspeople and professionals who must register with the State
- Definitions of terms such as: Contractor, Home improvement, contract, and Residential or non-commercial property.
- Specifications for fees, permissible activities, relevant time frames, illegal activities and the penalties for violations, etc.
- Requirements for a valid contract
- The regulating authority

Conclusion

A project will most likely succeed if all parties work toward the “superordinate goal.” This principle involves two parts: One’s work is not, for example, “building a cabinet” per se, but fulfilling the client’s needs. The second part involves all parties, including the client, collaborating to meet the owner’s needs. In other words, the superordinate goal, if used faithfully, fosters a client-centric project with a win-win perspective.

The parties must all have reasonable, accurate understandings and expectations; be mature and professional. They must put fair, legal contracts into effect, including as much foresight as possible, and ideally without ambiguities. Then, the parties must conscientiously create written addenda to document changes in the project as it evolves.

Attorney, John Caravella, who specializes in construction law, advises, “the most effective construction contracts includes details that clarify risks and includes provisions for dispute resolution, as opposed to those who choose to shift and/or hide risks.”

In accordance with both the letter and spirit of New Jersey’s Consumer laws, our construction contract includes a list of foreseeable potential project complications, along with alternative solutions and a summarized cost/benefit/time analysis of each.

When a party commences a project with a deceptive, malicious, win-lose perspective, the project is most likely doomed to failure. At that point, a solid, legal contract, good documentation, the involvement of skilled, trustworthy technical construction professionals, and dedicated legal representation with are essential to prevailing against a non-performing party. President Reagan recommended a strategy of “trust but verify”, which is terrific as long as the parties also encourage mutuality, trust, and cordiality from the project’s onset.

Disclaimer

Whereas most of the public has insufficient knowledge of this topic, this paper is being presented by a construction professional; not an attorney, as an introduction to customer care, professionalism, and ethics with respect to Consumer Fraud Act and construction projects. Each of us (lay people, home and business owners, typically “semi-technical” professionals like realtors and designers, licensed and registered professionals, etc.) must all know our rights and duties under the law to protect ourselves, our businesses, properties, families, employees, and so forth.

Any references to expertise in construction-related legal matters are a function of our skill, knowledge, and experience as construction professionals. This paper is not intended, nor should the contents be construed, as legal advice in any respect by The Artisans Group, LLC. We encourage those seeking legal advice to consult with a properly accredited attorney of their choice to discuss all legal matters.

BIO

Wayne Baruch is President of Wayne Baruch Artisans Group, LLC,

- A full-service remodeler, specializing in historic restoration & repairing structural, insect, & water damage,
- An expert witness & an adjunct instructor in construction-related topics.

His audiences have included several colleges and universities, the local Realtors association, the NY Real Estate Investors Assn., and he has been a repeat guest on WDVR-FM. In addition to being a hands-on craftsman, he holds an MBA from Temple Univ., is a HUD/EPA/NJ Certified Renovator, and owns Lead-Safe Certified Firm NAT-20233-1. The Bucks County, PA Chamber of Commerce honored Baruch & three others with its 2009 Humanitarian Award for their work rebuilding in Miss. in the aftermath of Katrina, Rita, & Gustav.

Baruch is past Vice Chair of PMI's Design-Procurement-Construction Group, was the #5-ranked Builder for Lennar Corp's NJ Div. in 2003, & has earned awards from the NJ Community Builder's Assn. & the Central Jersey Chap. of NARI.

Editing Attribution

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APPENDIX I – Definitions

contract, *n.* 1. An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law <a binding contract>. 2. The writing that sets forth such an agreement <a contract is valid if valid under the law of the residence of the party wishing to enforce the contract >.

"The term contract has been used indifferently to refer to three different things: (1) the series of operative acts by the parties resulting in new legal relations; (2) the physical document executed by the parties as the lasting evidence of their having performed the necessary operative acts and also as an operative fact in itself; (3) the legal relations resulting from the operative acts, consisting of a right or rights in personam and their corresponding duties, accompanied by certain powers, privileges, and immunities. The sum of these legal relations is often called 'obligation.' The present editor prefers to define contract in sense (3)...." William R. Anson, *Principles of the Law of Contract* 13 n.2 (Arthur L. Corbin ed., 3d Am. ed. 1919).

"A contract is a promise, or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. This definition may not be entirely satisfactory since it requires a subsequent definition of the circumstances under which the law does in fact attach legal obligations. But if a definition were attempted which should cover these operative facts, it would require compressing the entire law relating to formation of contracts into a single sentence." Samuel Williston, *A Treatise on the Law of Contracts* § 1, at 1-2 (Walter H.E. Jaeger ed., 3d ed. 1957) (footnote omitted).

"The term 'contract' is also used by lay persons and lawyers alike to refer to a document in which the terms of a contract are written. Use of the word in this sense is by no means improper so long as it is clearly understood that rules of law utilizing the concept 'contract' rarely refer to the writing itself. Usually, the reference is to the agreement; the writing being merely a memorial of the agreement." John D. Calamari & Joseph M. Perillo, *The Law of Contracts* § 1.1, at 3 (4th ed. 1998).

3. Loosely, an unenforceable agreement between two or more parties to do or not to do a thing or set of things; a compact <when they finally agreed, they had a contract>. 4. A promise or set of promises by a party to a transaction, enforceable or otherwise recognizable at law; the writing expressing that promise or set of promises <when the lessor learned that the rooms were to be used for the delivery of blasphemous lectures, he declined to carry out his contract >.

"The promissory element present in every contract is stressed in a widely quoted definition: 'A contract is a promise, or set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty.' [1 Samuel Williston, *Contracts*

§ 1.1 (4th ed. 1990).] This, like similar definitions, is somewhat misleading. While it is true that a promise, express or implied, is a necessary element in every contract, frequently the promise is coupled with other elements such as physical acts, recitals of fact, and the immediate transfer of property interests. In ordinary usage the contract is not the promise alone, but the entire complex of these elements." John D. Calamari & Joseph M Perillo, *The Law of Contracts* S 1.1, at 1-2 (4th ed. 1998).

5. Broadly, any legal duty or set of duties not imposed by the law of tort; esp., a duty created by a decree or declaration of a court <an obligation of record, as a judgment, recognizance, or the like, is included within the term "contract" >. 6. The body of law dealing with agreements and exchange <the general theory of contract >. 7. The terms of an agreement, or any particular term <there was no express contract about when the money was payable>. — **contract**, *vb.* — **contractual**, *adj.* (Source Black's Law Dictionary, 7th Ed., West Group, 1999, p. 318)

equity, *n.* 1. Fairness; impartiality; evenhanded dealing <the company's policies require managers to use equity in dealing with subordinate employees >. 2. The body of principles constituting what is fair and right; natural law <the concept of "inalienable rights" reflects the influence of equity on the Declaration of Independence.> 3. The recourse to principles of justice to correct or supplement the law as applied to particular circumstances <the judge decided the case by equity because the statute did not fully address the issue >. — Also termed *natural equity*. 4. The system of law or body of principles originating in the English Court of Chancery and superseding the common and statute law (together called "law" in the narrower sense) when the two conflict <in appealing to the equity of the court, she was appealing to the "king's conscience" >.

"Equity is that system of justice which was developed in and administered by the High Court of Chancery in England in the exercise of its extraordinary jurisdiction. This definition is rather suggestive than precise; and invites inquiry rather than answers it. This must necessarily be so. Equity, in its technical and scientific legal sense, means neither natural justice nor even all that portion of natural justice which is susceptible of being judicially enforced. It has, when employed in the language of English law, a precise, definite and limited signification, and is used to denote a system of justice which was administered in a particular court. — the nature and extent of which system cannot be defined in a single sentence, but can be understood and explained only by studying the history of that court, and the principles upon which it acts. In order to begin to understand what equity is, it is necessary to understand what the English High Court of Chancery was, and how it came to exercise what is known as its extraordinary jurisdiction. Every true definition of equity must, therefore, be, to a greater or less extent, a history." George T. Bispham, *The Principles of Equity* 1-2 (Joseph D. McCoy ed., 11th ed. 1931).

"The term 'equity' is an illustration of Mr. Towkington's proposition that some words have a legal meaning very unlike their ordinary one. In ordinary language 'equity' means natural justice; but the beginner must get that idea out of his head when dealing with the system that the lawyers

call equity. Originally, indeed, this system was inspired by ideas of natural justice, and that is why it acquired its name; but nowadays equity is no more and no less) natural justice than the common law, and it is in fact nothing else than a particular branch of the law of England. Equity, therefore, is law. The student should not allow himself to be confused by the lawyer's habit of contrasting "law" and 'equity,' for in this context 'law' is simply an abbreviation for the common law. Equity is law in the sense that it is part of the law of England; it is not law only in the sense that it is not part of the common law." Glanville Williams, *Learning the Law* 28-26 (11th ed. 1982). (Source Black's Law Dictionary, 7th Ed., West Group, 1999, p. 560)

fraud, n. 1. A knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. Fraud is usu. a tort, but in some cases (esp. when the conduct is willful) it may be a crime. 2. A misrepresentation made recklessly without belief in its truth to induce another person to act. 3. A tort arising from a knowing misrepresentation, concealment of material fact, ° reckless misrepresentation made to induce another to act to his or her detriment. 4. Unconscionable dealing; esp., in contract law, the unconscientious use of power arising out of the parties' relative positions and resulting in an unconscionable bargain. – **fraudulent** adj. (Source Black's Law Dictionary, 7th Ed., West Group, 1999)

APPENDIX II – The Attorney General of Each State

STATE or DISTRICT	LINK
Alabama	http://www.ago.state.al.us/Page-Consumer-Protection
Alaska	http://www.law.state.ak.us/consumer/
Arizona	http://www.azag.gov/consumer/
Arkansas	http://www.ag.arkansas.gov/
California	http://ag.ca.gov/consumers/general.php
Colorado	https://www.coloradoattorneygeneral.gov/departments/consumer_protection/file_consumer_complaint
Connecticut	http://www.ct.gov/ag/cwp/browse.asp?a=2066
Delaware	http://www.attorneygeneral.delaware.gov/consumers/index.shtml
Wash., D.C.	http://oag.dc.gov/DC/OAG/Services+for+the+Community/Consumer+Protection+and+Antitrust
Florida	http://myfloridalegal.com/
Georgia	http://www.georgia.gov/00/channel_title/0,2094,87670814_87670969,00.html
Hawaii	http://hawaii.gov/ag/cpja/
Idaho	http://www.ag.idaho.gov/consumerProtection/consumerIndex.html
Illinois	http://illinoisattorneygeneral.gov/consumers/index.html
Indiana	http://www.in.gov/attorneygeneral/2350.htm
Iowa	http://www.iowaattorneygeneral.org/protecting_consumers/index.html
Kansas	http://www.ksag.org/page/assisting-consumers
Kentucky	http://ag.ky.gov/civil/consumerprotection/
Louisiana	http://www.ag.state.la.us/Article.aspx?articleID=16&catID=9
Maine	http://www.maine.gov/ag/consumer/
Maryland	http://www.msa.md.gov/msa/mdmanual/08conoff/attorney/html/06agf.html#consumer
Massachusetts	http://www.mass.gov/ago/consumer-resources/
Michigan	http://www.michigan.gov/ag/0,4534,7-164-17337---,00.html
Minnesota	http://www.ag.state.mn.us/consumer/complaint.asp
Mississippi	http://www.ago.state.ms.us/index.php/sections/consumer
Missouri	http://ago.mo.gov/Consumer-Protection.htm

STATE or DISTRICT	LINK
Montana	http://www.doj.mt.gov/consumer/
Nebraska	http://www.ago.ne.gov/consumer_protection
Nevada	http://ag.state.nv.us/org/bcp/bcp.html
New Hampshire	http://doj.nh.gov/consumer/
New Jersey	http://www.njconsumeraffairs.gov/ocp/
New Mexico	http://www.nmag.gov/office/Divisions/CP/Default.aspx
New York	http://www.nysconsumer.gov/
North Carolina	http://www.ncdoj.gov/Consumer.aspx
North Dakota	http://www.ag.nd.gov/
Ohio	http://www.ohioattorneygeneral.gov/consumerlaws
Oklahoma	http://www.oag.state.ok.us/oagweb.nsf/Consumer!OpenPage
Oregon	http://www.doj.state.or.us/finfraud/
Pennsylvania	http://www.attorneygeneral.gov/consumers.aspx?id=255
Rhode Island	http://www.ri.gov/links/?tags=consumer+protection
South Carolina	http://www.scconsumer.gov/
South Dakota	http://atg.sd.gov/Consumers/HandlingComplaints/ConsumerComplaintForm.aspx
Tennessee	http://tn.gov/consumer/index.shtml
Texas	https://www.oag.state.tx.us/consumer/index.shtml
Utah	http://consumerprotection.utah.gov/
Vermont	http://www.atg.state.vt.us/issues/consumer-protection.php
Virginia	http://www.vdacs.virginia.gov/consumers/oca.shtml
Washington	http://www.atg.wa.gov/page.aspx?id=1792
West Virginia	http://www.wvago.gov/consumers.cfm
Wisconsin	http://datcp.wi.gov/
Wyoming	http://attorneygeneral.state.wy.us/consumer.htm