

2/4/18: *The Hill*: Appeals court CFPB ruling a big win for consumers

2/2/18: *KJZZ*: Payday Lenders Partner With Native American Tribes To Circumvent Consumer Protection Laws

1/31/18: *Yahoo Finance*: People are taking Equifax to small-claims court — and winning

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## Class Action Preservation

- **We're protecting patients' rights to band together in class actions:** We won a Third Circuit victory in *Cottrell v. Alcon Laboratories, Inc.* paving the way for glaucoma patients to band together and take on pharmaceutical companies that use prescription eye droppers that waste expensive medications and increase the likelihood of side effects.
- **We're working to ensure corporations can't undermine class actions:** In *Chen v. Allstate Insurance Co.*, we persuaded the Ninth Circuit to reject a corporation's effort to avoid legal liability to a class of thousands by paying off the named class representative. The court held that the **"pick off" tactic should not be allowed.**

## Consumers' Rights

- **Transunion can't use its slick website design to trick consumers into giving up their day in court.** In *Sgouros v. Transunion Corp.*, the Seventh Circuit struck down the arbitration agreement Transunion's website that could only be found "if one searched long enough." The ruling means that companies **won't be able to hide an arbitration clause on a website** and expect to be able to enforce it, and that a consumer class action alleging deceptive practices against TransUnion can proceed in court.
- **We're taking on predatory payday lenders.** In *Hayes v. Delbert Services Corp.*, we successfully argued that the collection agent for the notorious online lender Western Sky should not be permitted to enforce its arbitration agreement. The court found that the revised **arbitration agreement included an express waiver of all federal statutory rights**, which was impermissible under the "effective vindication of statutory rights" doctrine of arbitration law. The ruling allowed consumers who were duped into taking out internet loans with triple-digit interest rates to pursue in court a class action over improper debt collection practices..

## Workers' Rights

- **We're helping workers fight for fair wages:** In *SFBSC Management, LLC v. Roes* (9<sup>th</sup> Cir.), we successfully argued that a company providing management services for nightclubs could not compel arbitration of a wage and hour dispute with dancers because it was **not a party to the arbitration agreements** and could not establish any right to enforce them as a third party.
- **We won a major victory for America's port truck drivers:** In *Oliveira v. New Prime Inc.*, we won a landmark decision finding that transportation companies cannot force their workers to arbitrate wage and hour disputes simply by misclassifying their workers as independent contractors. As a result of this victory, a nationwide class of drivers will now have a chance to press their claims in court.

## Mandatory Arbitration

- **We're fighting arbitration and standing with consumers:** We won a Ninth Circuit victory in *Dang v. Samsung Electronics Co., Ltd.* and a companion case called *Norcia v. Samsung Telecommunications America LLC* finding that consumers do not waive their right to a day in court simply by failing to opt out of – and taking no action on – arbitration clauses buried in fine print. Despite efforts to Samsung to overturn this win for consumers, the U.S. Supreme Court declined to reconsider, handing consumers a major victory against a tech giant.
- **We're standing with consumers targeted by dishonest debt collectors:** In *Cain v. Midland Funding, LLC* (MD), Maryland's highest court found **that notorious debt buyer Midland Funding waived any right to arbitrate by choosing first to litigate, rather than arbitrate, in small claims court** over Clifford Cain, Jr.'s debts. The decision's discussion of waiver law is an important precedent that highlights the unfairness of a practice – invoking arbitration clauses mid-dispute - that too many courts allow.