

# CONTRIBUTION AND INDEMNITY FOR WRONG NUMBER CALLS UNDER THE TELEPHONE CONSUMER PROTECTION ACT

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## I. INTRODUCTION

The Telephone Consumer Protection Act (TCPA)<sup>1</sup> imposes liability without fault where a caller is given an incorrect telephone number or where

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1. 47 U.S.C. § 227 (2006).

the called party's telephone number is recycled to a new party.<sup>2</sup> The TCPA permits an action to recover actual damages,<sup>3</sup> but only as an alternative to statutory damages.<sup>4</sup> It is those statutory damages—\$500 per violation<sup>5</sup> or \$1,500 per violation if the statute is willfully or knowingly violated<sup>6</sup>—that creates devastating potential exposure for TCPA defendants.

But should a fault-free caller to a wrong/recycled number be entitled to contribution or indemnity from the person who was at fault for giving the wrong number or failing to notify the caller that their number would be recycled? This Article explores whether a person liable under the TCPA should be entitled to contribution or indemnity from the party who provided the wrong or unauthorized number to the caller, or if the party's (mis)conduct caused the caller to dial the wrong party.

## II. THE TELEPHONE CONSUMER PROTECTION ACT

Calls or texts made or initiated with the express consent of the called party are not actionable under the TCPA.<sup>7</sup> Consent may be given orally or

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2. *Soppet v. Enhanced Recovery Co.*, 679 F.3d 637, 640 (7th Cir. 2012). Note, however, that the 2015 FCC TCPA Ruling allows the caller to *initiate* one call to that number without incurring TCPA liability. In *ACA International v. FCC*, however, the Court of Appeals for the D.C. Circuit agreed with the 7th Circuit, but found the FCC's "safe harbor" arbitrary. *ACA Int'l v. FCC*, 885 F.3d 687, 706 (D.C. Cir. 2018) ("We find the Seventh Circuit's analysis persuasive insofar as it supports concluding that the Commission was not compelled to interpret 'called party' in § 227(b)(1)(A) to mean the 'intended recipient' rather than the current subscriber. The Commission thus could permissibly interpret 'called party' in that provision to refer to the current subscriber. Petitioners next argue that the Commission's one-call safe harbor is arbitrary. On this score, we agree with petitioners."). *But see* *Roark v. Credit One Bank, N.A.*, Civ. No. 16-173 (PAM/ECW), 2018 WL 5921652, at \*3 (D. Minn. Nov. 13, 2018) ("Credit One had express consent from R.B. to call him at the number he provided, including consent to call him with prerecorded messages. Credit One had no reason to know that the phone number had been reassigned because they received no notice from Roark and the caller I.D. for the number still populated with R.B.'s information. It was reasonable for Credit One to rely on R.B.'s prior express consent to call his number, and therefore summary judgment on this issue is proper.").

3. 47 U.S.C. § 227(b)(3)(B) ("[A]n action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater. . . .").

4. *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 944 (D. Minn. 2016) ("TCPA also provides for statutory damages of \$500 per violation, in the alternative to actual damages. . . .").

5. 47 U.S.C. § 227(b)(3)(B).

6. *Id.*; *Bridgeview Healthcare Ctr. Ltd. v. Clark*, No. 09 C 5601, 2013 WL 1154206, at \*7–8 (N.D. Ill. Mar. 19, 2013).

7. 47 U.S.C. § 227(b)(1)(A)–(B).

in writing<sup>8</sup> and is deemed given any time the called party supplies the phone number.<sup>9</sup>

Callers better get it right, because the damages under the TCPA can be daunting. The TCPA permits an action to recover actual damages,<sup>10</sup> but only as an alternative to \$500 per call in statutory damages<sup>11</sup>—a plaintiff may recover the larger of the two, but not both.<sup>12</sup> As with other consumer protection statutory schemes, actual damages would likely include “economic loss” (i.e., out-of-pocket monetary losses) and “non-economic loss” (i.e., mental anguish, humiliation, or embarrassment).<sup>13</sup>

Most TCPA claimants simply sue for the \$500 statutory per-text or per-call amount and, sometimes, attempt to triple it.<sup>14</sup> The TCPA permits tripling of those statutory damages, if the trial court finds that the statute was willfully or knowingly violated.<sup>15</sup>

### III. LIABILITY WITHOUT FAULT FOR WRONG/RECYCLED NUMBERS

There are three basic ways that the provider of the telephone number can cause a dialer to call the “wrong person” (i.e., someone who was not the intended recipient of the call). First, telephone numbers get “recycled”<sup>16</sup>

8. Rules and Regs. Implementing the Tel. Consumer Prot. Act of 1991, 30 FCC Rcd. 7961, 7991 ¶ 52 (F.C.C. 2015) [hereinafter 2015 FCC TCPA Ruling] (declaratory ruling and order) (“For non-telemarketing and non-advertising calls, express consent can be demonstrated by the called party giving prior express oral or written consent, or, in the absence of instructions to the contrary, by giving his or her wireless number to the person initiating the autodialed or pre-recorded call.”).

9. *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 955 (9th Cir. 2009) (“Express consent is ‘[c]onsent that is clearly and unmistakably stated.’” (quoting *Consent*, BLACK’S LAW DICTIONARY (8th ed. 2004))).

10. 47 U.S.C. § 227(b)(3)(B) (“an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater. . .”).

11. *Id.*

12. *Hashw v. Department Stores National Bank*, 182 F.Supp.3d 935, 944 (D. Minn. 2016).

13. *See, e.g., Anderson v. United Fin. Co.*, 666 F.2d 1274, 1277 (9th Cir. 1982) (“Actual damages may include out-of-pocket monetary losses, injury to credit reputation, and mental anguish, humiliation or embarrassment.”). *See generally*, ERIC J. TROUTMAN & SCOTT J. HYMAN, *DEBT COLLECTION PRACTICES IN CALIFORNIA* § 2.57–.59 (CEB 2017).

14. 141 AM. JUR. TRIALS 109, § 11 (2015 & Supp. 2017).

15. 47 U.S.C. § 227(b)(3)(B); *Bridgeview Healthcare Ctr. Ltd. v. Clark*, No. 09 C 5601, 2013 WL 1154206, at \*7 (N.D. Ill. Mar. 19, 2013).

16. *ACA Int’l v. FCC*, 885 F.3d 687, 705 (D.C. Cir. 2018) (“While there is no consensus about the exact numbers of reassignments, there is no dispute that millions of wireless numbers are reassigned each year. In the event of a reas-

(i.e., the holder of the number may cancel the number, or have it canceled by the service provider, and the number will be re-assigned to a new party with whom the caller has no relationship). In such circumstances, the dialer generally cannot rely on the consent of its customer as a defense to a TCPA suit filed by the new holder of the telephone number.<sup>17</sup> Second, the person providing the telephone number to the caller may simply provide the wrong number intentionally or mistakenly (i.e., by typographical or data entry error). Autodialed calls to such wrong numbers also lack the requisite consent for claims filed by the erroneous number-holder.<sup>18</sup> Third, if the number provider provides a third party's number (e.g., friend or relative), the TCPA may be violated if the provider lacked the authority to supply the third party's number or consent to receive auto-dialed calls to the number.<sup>19</sup> The status of the latest category is in flux following the Federal Com-

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signment, the caller might initiate a phone call (or send a text message) based on a mistaken belief that the owner of the receiving number has given consent, when in fact the number has been reassigned to someone else from whom consent has not been obtained.”).

17. See *supra* text accompanying note 2.

18. 2015 FCC TCPA Ruling, *supra* note 8, at 8006 ¶ 84 (“We emphasize that the TCPA does not prohibit calls to reassigned wireless numbers, or any wrong number call for that matter. Rather, it prescribes the method by which callers must protect consumers *if they choose* to make calls using an autodialer, a pre-recorded voice, or an artificial voice. In other words, nothing in the TCPA prevents callers from manually dialing. Callers could remove doubt by making a single call to the consumer to confirm identity. Even if the consumer does not answer, his or her voicemail greeting might identify him or her. Callers can also email consumers to confirm telephone numbers. Consumers who receive the types of messages Petitioners describe, such as bank and health-related alerts to which they have consented, can reasonably be expected to respond to such email requests to inform callers about number reassignments. In other words, callers have options other than the use of autodialers to discover reassignments. If callers choose to use autodialers, however, they risk TCPA liability. Consumers switched numbers at the time Congress passed the TCPA and callers undoubtedly called wrong numbers, yet we see nothing in the law or legislative history suggesting that Congress intended lesser—or no—protection for the unfortunate consumer who inherited a new number or happened to be one digit off the intended number.”) (emphasis in original).

19. Consent provided by such persons is sometimes called “intermediary consent.” The Eleventh Circuit has strongly suggested that the TCPA permits intermediary consent on an “agency” analysis. See *Osorio v. State Farm Bank*, F.S.B., 746 F.3d 1242, 1253–54 (11th Cir. 2014) (summarizing the arguments from each party regarding whether there was an agency, and ultimately remanding this issue to the factfinder). The *Osorio* court further held that a regular user of a cellular telephone might be able to consent on behalf of the subscriber for the subscriber to be called on his or her cellular telephone. See *id.* at 1251 (finding persuasive that “there can’t be any long-term consent to call a given Cell Number, because no one—not Customer, not Bystander, not even the phone com-

munications Commission (FCC) 2015 TCPA Ruling<sup>20</sup> and *ACA International v. FCC*.<sup>21</sup> Of note here, if the caller dialed the wrong number for a reason traceable or attributable to conduct of the person who provided the number in the first instance such that the TCPA imposes liability on the caller, the question becomes whether the TCPA permits an action for contribution or indemnity by the caller against the primary tortfeasor who allowed the number to be recycled, gave the wrong number, or exceeded the authority of the cell phone subscriber or customary user.

#### A. Loss Shifting.

##### 1. *Common law contribution or indemnity for violation of a federal statute.*

The question is whether the TCPA permits equitable indemnity by the caller against the person who caused the caller to dial the wrong or unauthorized party. Since the text of the TCPA does not explicitly provide for a statutory right of indemnity, the right must be found elsewhere.

As a general proposition, “[a] defendant held liable under a federal statute has a right to contribution or indemnification from another who has also violated the statute only if such right arises (1) through the affirmative

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pany—has a property right in a phone number.”); see also *Lamont v. Furniture N., L.L.C.*, No. 14-cv-036-LM, 2014 WL 1453750, at \*4 (D. N.H. Apr. 15, 2014) (acknowledging that an agency relationship is possible as in *Gutierrez and Osorio*); *Balschmitter v. TD Auto Fin. L.L.C.*, 303 F.R.D. 508, 521 (E.D. Wis. 2014) (upholding the agency analysis in *Osorio* to show consent); *Gutierrez v. Barclays Group*, No. 10cv1012 DMS (BGS), 2011 WL 579238, at \*3 (S.D. Cal. Feb. 9, 2011) (“permission to search [may be] obtained from a third party who possessed common authority over or other sufficient relationship to the premises or effects sought to be inspected.” (quoting *United States v. Matlock*, 415 U.S. 164, 171 (1974))).

20. 2015 FCC TCPA Ruling, *supra* note 8, at 8001–02 ¶75 (“In construing the term ‘prior express consent’ in section 227(b)(1)(A), we consider the caller’s reasonableness in relying on consent. The record indicates that it is reasonable for callers to rely on customary users, such as a close relative on a subscriber’s family calling plan or an employee on a company’s business calling plan, because the subscriber will generally have allowed such customary users to control the calling to and from a particular number under the plan, including granting consent to receive robocalls. The caller in this situation cannot reasonably be expected to divine that the consenting person is not the subscriber or to then contact the subscriber to receive additional consent. To require callers to ignore consent received from customary users in this context would undermine the full benefits of these calling plans for such users and place additional unwanted burdens on the actual subscribers.”).

21. *ACA Int’l*, 885 F.3d at 708 (setting aside the 2015 FCC TCPA Ruling’s treatment of reassigned numbers because that “would mean that a caller is strictly liable for *all* calls made to the reassigned number, even if she has no knowledge of the reassignment.”).

creation of a right of action by Congress, either expressly or implicitly, or (2) via the power of the courts to formulate federal common law.”<sup>22</sup>

Federal courts are generally “reluctant to recognize a right of contribution as a matter of either federal common law or of statute.”<sup>23</sup> Where Congress establishes a comprehensive scheme, it also evidences a congressional intent not to authorize additional remedies.<sup>24</sup> Fashioning a right of contribution under federal common law has been held to be limited to “those few instances where ‘a federal rule of decision is “necessary to protect uniquely federal interests.”’”<sup>25</sup> Uniquely federal interests generally involve topics “such as the definition of rights or duties of the United States, . . . the resolution of interstate controversies[,]” or admiralty.<sup>26</sup>

## 2. *Equitable contribution and indemnity under the TCPA.*

Despite the high hurdle of implying a common law right to indemnify in a federal statute that does not specifically provide for one, cross-complaints or counter-claims for equitable indemnity against a party supplying an errant phone number or unauthorized consent have been permitted in some circumstances.<sup>27</sup>

22. *Mortgs., Inc. v. U.S. Dist. Court for Dist. of Nev.*, 934 F.2d 209, 212 (9th Cir. 1991).

23. *Anderson v. Griffin*, 397 F.3d 515, 523 (7th Cir. 2005). *Accord Carroll v. SGS N. Am. Inc.*, CIVIL ACTION 16-537-SDD-RLB, 2018 WL 4001457, at \*3 (M.D. La. Aug. 21, 2018) (“SGS, a Third-Party Plaintiff, claims that it is entitled to compensatory damages because of alleged violations of the TCPA. The TCPA is a federal statute and any indemnity or contribution claim arising from a violation of federal law is defined by federal, not state law. Given that the TCPA itself does not explicitly or implicitly create a claim for contribution or indemnification, and that common law does not recognize SGS’s claim for indemnification, SGS is not entitled as a matter of law to claim compensatory damages from C. Carroll and Acura.”).

24. *Nw. Airlines, Inc. v. Transp. Workers Union of Am.*, AFL-CIO, 451 U.S. 77, 97 (1981) (“The presumption that a remedy was deliberately omitted from a statute is strongest when Congress has enacted a comprehensive legislative scheme including an integrated system of procedures for enforcement.”).

25. *Mortgs., Inc.*, 934 F.2d at 213 (quoting *Tex. Indus., Inc. v. Radcliff Materials*, 451 U.S. 630, 640 (1981)).

26. *Nw. Airlines, Inc.*, 451 U.S. at 95.

27. *See, e.g., Osorio v. State Farm Bank*, F.S.B. (11th Cir. 2014) 746 F.3d 1242, 1259 (overruling summary judgment against the provider of an inaccurate phone number, but allowing a third party complaint to proceed to the jury); *Tucker v. Credit One Bank, N.A.*, CIVIL ACTION NO. 4:17-CV-00066-JHM, 2018 WL 2994643, at \*2 (W.D. Ky. June 14, 2018) (allowing leave to amend against debtor daughter who had provided mother’s cellular telephone as part of the application process and agreed, by contract, to “indemnify Credit One for any costs and expenses, including reasonable attorney’s fees, incurred by Credit One” resulting from the daughter providing the errant telephone num-

By contrast, several courts have concluded that claims for equitable contribution and indemnity are not available under the TCPA.<sup>28</sup> It is no solution to distinguish contribution (partial loss sharing) from indemnity (total loss sharing)—the result is the same.<sup>29</sup> Nor have courts allowed “vicariously” liable TCPA defendants to seek indemnity from the primary actor in other circumstances.<sup>30</sup>

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ber); *Webb v. Healthcare Revenue Recovery Grp., L.L.C.*, Case No. 13-cv-00737-JD, 2014 WL 2967559, at \*4 (N.D. Cal. June 30, 2014) (permitting a TCPA defendant to file a third party claim against the person who provided plaintiff’s cell phone number to the defendant).

28. *See, e.g., Lemieux v. Lender Processing Ctr.*, Case No. 16-cv-01850-BAS-DHB, 2018 WL 637945, at \*3 (S.D. Cal. Jan. 31, 2018) (“Although Plaintiff could have filed suit against the Third Party Defendants, he chose not to do so. The TCPA ‘is in essence a strict liability statute’ and it is not up to this Court to equitably temper its bite.”); *Kim v. Cellco P’ship*, Cause No. 1:14-cv-00312-JD-SLC, 2016 WL 871256, at 3 (N.D. Ill. Jan. 29, 2016) (granting a motion to dismiss an indemnification claim because “there is no federal cause of action for indemnification under the TCPA.”); *Env’tl. Progress, Inc. v. Metro. Life Ins. Co.*, Case No. 12-cv-80907-MIDDLEBROOKS/BRANNON, 2013 WL 12084488, at \*3 (S.D. Fla. Apr. 1, 2013) (“The TCPA does not explicitly provide for the sharing of liability among parties and is in essence a strict liability statute. . . . Since the right to contribution or indemnification does not exist in the context of the TCPA, MetLife has failed to state a claim upon which relief can be granted.”); *Desai v. ADT Sec. Sys., Inc.*, No. 11 C 1925, 2012 WL 4482012, at \*2 (N.D. Ill. Sept. 26, 2012) (“ADT cannot state a cause of action for indemnification or contribution under either the TCPA or the common law.”); *Garrett v. Ragle Dental Lab., Inc.*, No. 10 C 1315, 2011 WL 2637227, at \*1 (N.D. Ill. July 6, 2011) (“[T]he TCPA does not create an affirmative cause of action for contribution or indemnification [and] federal common law does not recognize such a cause of action. . . .”); *Glen Ellyn Pharmacy, Inc. v. Meda Pharm., Inc.*, No. 09 C 4100, 2011 WL 6156800, at \*2 (N.D. Ill. Dec. 9, 2011) (recognizing the TCPA’s silence as to contribution, and stating “the TCPA itself strongly suggests that Congress never intended to create such a right.”).

29. *See Garrett*, 2011 WL 2637227, at \*1 (dismissing cross-claims for both indemnification and contribution, based on the principle that violations of a federal statute are governed under the federal law, which only permits contribution in specific circumstances).

30. *APB Assocs., Inc. v. Bronco’s Saloon, Inc.*, Case No. 09-14959, 2012 WL 12994864, at \*6 (E.D. Mich. Sept. 17, 2012) (“[T]he FCC has concluded that ‘the entity or entities on whose behalf facsimiles are transmitted are ultimately liable for compliance with the rule banning unsolicited facsimile advertisements.’” (quoting Rules and Regs. Implementing the Tel. Consumer Prot. Act of 1991, 10 FCC Rcd. 12391, 12407 ¶ 35 (F.C.C. 1995)). Further,

[W]hile general tort-related liability principles could conceivably ‘apply absent rules and regulations implemented by an administering agency, in this case there exists an interpretation of the statute that clarifies the liability of entities on whose behalf unsolicited facsimiles are sent.’ Courts have relied on the FCC’s interpretation to conclude that defendants can-



### 3. Contractual Indemnity for TCPA Claims.

Nothing in the TCPA prohibits contractual indemnification, however, so long as the TCPA claim falls within the terms of the contract.<sup>31</sup> Indeed, *Soppett v. Enhanced Recovery Co.* confirms that a debt collector could protect itself by “getting an indemnity” from the creditor who originally obtained the consent.<sup>32</sup>

Additionally, having created liability based on an agency theory, the FCC has implied that suits for contractual indemnity are authorized against consumers that change their phone numbers and fail to update creditors (thus creating errant calls to their old numbers),<sup>33</sup> and courts appear to agree.<sup>34</sup>

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not escape liability simply by hiring an independent contractor to transmit unsolicited facsimiles on their behalf.

*Id.* (quoting *Bridgeview Health Care Ctr., Ltd. v. Clark*, No. 09-CV-05601, 2011 WL 4585028, at \*4 (N.D. Ill. 2011)). *Accord* *Compressor Eng’g Corp. v. Mfr.’s Fin. Corp.*, No. 09-14444, 2012 WL 12991338, at \*1 (E.D. Mich. Oct. 10, 2012) (seeking nonparty fault for any unsolicited facsimile sent on the primary actor’s behalf).

31. *See Kim*, 2016 WL 871256, at \*4 (“Because Verizon has alleged each of the elements for its cause of action against Tarter for breach of contract, and has included sufficient facts to support this claim, I RECOMMEND that Tarter’s motion to dismiss Verizon’s third-party complaint be DENIED with respect to Verizon’s breach of contract claim.”); *Desai*, 2012 WL 4482012, at \*2 (“Elephant Group also seeks to dismiss ADT’s contractual indemnification claim, arguing that the facts of this case do not trigger either of the two indemnification provisions in the operative contract.”).

32. *Soppett v. Enhanced Recovery Co., L.L.C.*, 679 F.3d 637, 642 (7th Cir. 2012) (“Ask Creditor, who obtained Customer’s consent, whether Customer still is associated with Cell Number—and get an indemnity from Creditor in case a mistake has been made. (Indemnity may be automatic under ¶ 10 of the 2008 TCPA Order, which states that calls placed by a third-party collector on behalf of a creditor are treated as having been made by the creditor itself.”). *See also* *Carroll v. SGS N. Am. Inc.*, CIVIL ACTION 16-537-SDD-RLB, 2018 WL 4001457, at \*3 (“SGS also fails to allege that either C. Carroll or SGS had a specific agreement regarding the sharing of liability. Accordingly, C. Carroll’s and Acura’s *Motions to Dismiss* SGS’s claims for negligence and negligent misrepresentation under Louisiana law are granted.”).

33. *See* 2015 FCC TCPA Ruling, *supra* note 8, at 8007–08 ¶ 86 (“Nothing in the TCPA or our rules prevents parties from creating, through a contract or other private agreement, an obligation for the person giving consent to notify the caller when the number has been relinquished.”). *See also id.* at n.302 (“The failure of the original consenting party to satisfy a contractual obligation to notify a caller about such a change . . . creates a situation in which the caller may wish to seek legal remedies for violation of the agreement.”).

34. *See Tucker v. Credit One Bank, N.A.*, CIVIL ACTION NO. 4:17-CV-00066-JHM, 2018 WL 2994643 (W.D. Ky. June 14, 2018) (allowing leave to amend against debtor–daughter who had provided mother’s cellular telephone as part



#### IV. CONCLUSION

In short, the courts have been hesitant to displace the absence of statutory authority under the TCPA to create a common law right of equitable indemnity where the TCPA's text does not provide one. Clearly, the TCPA does not displace contractual indemnity claims, and both the FCC and the courts appear to allow such claims—so long as loan and application documents have caught up with the legal theories and include the proper language. Creditors should revisit their lending documents to make sure they impose reasonable state-of-the-art obligations on consumers to protect against TCPA claims. But, where the TCPA imposes strict liability derived from common law principles of actual and ostensible agency, the TCPA should similarly incorporate such common law principles of indemnity and contribution.

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of the application process and agreed, by contract, to “indemnify Credit One for any costs and expenses, including reasonable attorneys’ fees incurred by Credit One” resulting from the daughter providing the errant telephone number).



# The Conference on Consumer Finance Law Annual Consumer Financial Services Conference

November 7-8, 2019 | Texas A&M University School of Law | Ft. Worth, TX

## About the Conference

This is a two-day conference. We believe this will maximize the use of your time with the highest quality presentations on the most pertinent issues facing the industry.

On the first day, we will address issues common to most financial services companies, including TCPA, fintech litigation, class action litigation and small dollar lending. On the afternoon of the first day, we will have two separate tracks - Track One will address mortgage finance and Track Two will address auto finance.

On the morning of the second day, we will meet together again for additional presentations on issues of common interest, including credit reporting and payment systems. We will have one more session in each of the mortgage and auto finance tracks that morning. In the afternoon, we will conclude with sessions covering Fintech regulations, CCPA and ethics.

The panels are comprised of top consumer finance lawyers who practice both at law firms and in house at financial industry companies. The Conference also provides excellent opportunities to expand your network.

## CLE Credits to Be Provided

13 hours CLE credit of MCLE, including 1 hour of ethics, may be available to Program attendees.

## Conference Facilities

The Conference will be held at the Amon G. Carter Lecture Hall at Texas A&M University School of Law, with the Track Two breakout sessions in other classrooms.

## PLANNED PROGRAM

(Subject to Change)

### Day One: Thursday, November 7

#### Common Track

Payment Systems  
Litigation Trends in Fintech  
Class Action Litigation  
Small Dollar Lending  
TCPA Developments

#### Track One

##### Mortgage Finance

Mortgage Servicing Update  
Alternative Mortgage Products

#### Track Two

##### Auto Finance

Nuts & Bolts of Auto Litigation  
Voluntary Protection Products

### Day Two: Friday, November 8

#### Common Track

Credit Reporting  
Debt Collection  
Fintech Regulatory Challenges  
CCPA - Privacy & Data Breach  
Ethics

#### Track One

##### Mortgage Finance

Hot Topics - Mortgage Origination

#### Track Two

##### Auto Finance

Handling Confiscations  
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## Registration Information

**Fees:** \$495 Before October 1, 2019 \$595 On/After October 1, 2019 (\$100 off additional attendees)

■ There will be no charge for in-house or corporate counsel or their staff (online registration required) ■

**How to Register:** Register online at <https://www.ccfonline.org/conference/>

## Hotel Accommodations

A block of rooms has been reserved at the **Sheraton Fort Worth Downtown Hotel**, 1701 Commerce Street, Fort Worth, TX 76102. (817) 355-7000. There is a special rate of **\$149 + tax** per night including breakfast. Book online at: <https://www.marriott.com/event-reservations/reservation-link.mi?cid=1565281235519&key=GRP&app=reslink>. The special rate will be available until **October 11 unless all rooms in the block are sold out prior to that date.**