

(c) A power of attorney is given to confess judgment in this state, or an assignment of wages is given; provided, that nothing herein contained shall prohibit the giving of an assignment of wages contained in a separate instrument, executed pursuant to Section 300 of the Labor Code.

(d) The seller or holder of the contract or other person acting on his behalf is given authority to enter upon the buyer's premises unlawfully or to commit any breach of the peace in the repossession of goods.

(e) The buyer waives any right of action against the seller or holder of the contract or other person acting on his behalf, for any illegal act committed in the collection of payments under the contract or in the repossession of goods.

(f) The buyer executes a power of attorney appointing the seller or holder of the contract, or other person acting on his behalf, as the buyer's agent in collection of payments under the contract or in the repossession of goods.

(g) The buyer relieves the seller from liability for any legal remedies which the buyer may have against the seller under the contract or any separate instrument executed in connection therewith.

(h) The buyer agrees to the payment of any charge by reason of the exercise of his right to rescind or void the contract.

(i) The seller or holder of the contract is given the right to commence an action on a contract under the provisions of this chapter in a county other than the county in which the contract was in fact signed by the buyer, the county in which the buyer resides at the commencement of the action, the county in which the buyer resided at the time that the contract was entered into, or in the county in which the goods purchased pursuant to such contract have been so affixed to real property as to become a part of such real property. (Added Stats. 1959, c. 201, p. 2097, § 1, as amended Stats. 1961, c. 1214, p. 2950, § 4; Stats. 1963, c. 1310, p. 2833, § 1; Stats. 1965, c. 776, p. 2361, § 1.)

§ 1804.2 *Assignment of contract*

No right of action or defense arising out of a retail installment sale which the buyer has against the seller, other than as provided in Section 1812.7, and which would be cut off by assignment, shall be cut off by assignment of the contract to any third party whether or not he acquires the contract in good faith and for value unless the assignee gives notice of the assignment to the buyer as provided in this section, and within 15 days of the mailing of such notice receives no written notice of the facts giving rise to the claim or defense of the buyer. A notice of assignment shall be in writing addressed to the buyer at the address shown on the contract and shall: identify the contract; state the name of the seller and buyer; describe the goods and/or services; state the time balance and the number and amounts of the installments. The notice of assignment shall contain the following warning to the buyer.

You have 15 days within which to notify us of any claims or defenses which you may have against the seller. If you have any complaints or objections to make, you should notify us at this time.

Nothing contained in this section shall be construed as modifying or restricting rights, equities or defenses afforded under Section 1459 of this code or Section 368 of the Code of Civil Procedure with respect to transactions regulated by this chapter. (Added Stats. 1959, c. 201, p. 2098, § 1, as amended Stats. 1961, c. 1214, p. 2951, § 5; Stats. 1963, c. 1602, p. 3180, § 1.)

Section 11 of Stats. 1961, c. 1214, p. 2953, provided: "Notwithstanding the amendment of Section 1804.2 enacted at the 1961 Regular Session of the Legislature, a notice of assignment made in the form and manner provided by the section prior to the amendment shall be valid and effective until July 1, 1962."

§ 1805.4 *Inclusive charge*

The service charge shall be inclusive of all charges incident to investigating and making the contract and for the extension of the credit provided for in the contract, and no fee, expense or other charge whatsoever shall be taken, received, reserved or contracted for except as otherwise provided in this chapter. (Added Stats. 1959, c. 201, p. 2098, § 1.)

§ 1805.5 *Splitting or dividing sales transactions*

No seller shall induce or permit any buyer to split up or divide any sales transaction for the purpose of contracting for or receiving a higher rate of time