CONSUMER LAW FINAL CHECKLIST, SUMMER 2007 (DeWolf)

QUESTION 1

☐ TILA Violation?
☐ Was there proper disclosure?
☐ Timing of disclosure
☐ Remedies for violation of TILA
☐ Statutory damages
☐ Right to rescind
☐ Attorney fees
☐ Failure to disclose rate from Bank One?
☐ Was it an ECOA violation?
☐ Was it substantively unconscionable?
☐ Did Elsea violate LCPA?
☐ Unfair or deceptive act or practice?
☐ Standard for unfair practice
☐ Standard for deceptive practices
☐ Violation of FTC Rule?
☐ Was interest rate usurious?
☐ Did Elsea breach an express warranty?
☐ Disclaimer is inconsistent with other parts of I
☐ No Q of some warranty (30 days)
☐ Did Elsea effectively restrict remedies?
☐ Can McWs revoke acceptance?
☐ Was failure to remedy defects unreasonable?

Remedies
☐ Operate as counterclaim to suit against them
☐ Linden Consumer Protection Act remedies
☐ Advantages of rescission
☐ Can damages be recovered from both Elsea and Mid-Linden
☐ Attorney Fees under LCPA
☐ Class Action?

QUESTION 2

☐ Is the claim subject to arbitration?
☐ Enforceable unless procedurally or substantively unconscionable?
☐ Procedurally unconscionable?
☐ But prominently displayed
☐ Substantively unconscionable?
☐ No financial burden on borrowers
☐ State law seems favorable
☐ Federal act takes supremacy
☐ Liability under the ECOA
☐ Proof of overt discrimination
☐ Proof of discriminatory effect
☐ Shifting burdens of proof
☐ Can NMAC be held liable?
☐ Did NMAC control or ratify discrimination?
☐ Monetary damages
☐ Attorney fees
☐ Class action?

QUESTION 3

☐ Pro: Reduce junk mail
☐ Arguably a misuse of credit info.
☐ Consumer might feel privacy invaded
☐ Con: Would increase costs for credit report
☐ No personal info
☐ Presumably some consumers benefit
☐ Does it reduce junk mail because carefully targeted?