

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**
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- Failure to disclose rate from **Bank One**?
- Was it an **ECOA** violation?
- Was it **substantively unconscionable**?
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- Did Elsea violate LCPA?
- Unfair or deceptive** act or practice?
- Standard for **unfair** practice
- Standard for **deceptive** practices
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- 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**?
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- 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**?
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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**
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- Liability under the **ECOA**
- Proof of **overt** discrimination
- Proof of **discriminatory effect**
- Shifting **burdens** of proof
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- 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?