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About the Editors

Richard E. Gottlieb (lead editor, and author of chapters 1, 13, 15, 16, 18, and 26) is a partner at Manatt, Phelps & Phillips, LLP, co-resident in the firm’s Chicago and Los Angeles offices. He counsels and defends primarily banks, mortgage companies, captive auto finance companies, and retailers in the defense of both individual and putative class action suits alleging false or deceptive practices and statutory consumer lending violations, represents financial institutions in federal and state regulatory and enforcement matters (including before the CFPB), and counsels clients on compliance with consumer financial services laws. Mr. Gottlieb is a frequent author and lecturer on financial services, class actions, and trial practice matters, and has been interviewed on programs such as NBC Nightly News and National Public Radio’s All Things Considered. He is an active member of various bar and trade associations. A recognized leader in the field, Mr. Gottlieb has been one of the few lawyers listed every year since inception in the nationwide listings of Chambers USA’s Financial Services Regulation: Consumer Finance Litigation. He has likewise been elected by his peers to both the American College of Consumer Financial Services Lawyers (where he is a Member of the Board of Regents) and the American College of Mortgage Attorneys. Mr. Gottlieb is a graduate of Georgetown University Law Center (LL.M.), State University of New York at Buffalo (J.D.), and Vanderbilt University (B.A.). He is a member of the California, Illinois, and New York bars.

Mr. Gottlieb’s articles and publications include: “ACE in the Hole: Developments Since ACE Securities in Residential Mortgage-Backed Securities Litigation,” 72 Business Lawyer 585 (Spring 2017); “Court to CFPB: Unconstitutional and Wrong on RESPA,” JD Supra (October 11, 2016); “First Nail in the Coffin for No-Injury Suits? Supreme Court Makes Clear the Days of Hyper-Technical Lawsuit Claims May Be Over,” ABA Consumer Financial Services Newsletter (July 2016); “Madden High Court Denial—Much Ado About Not Much,” Law360 (June 27, 2016); “Greener Pastures Ahead for Class Action Bar,” Los Angeles Daily Journal, (May 2016); “Recent Developments in Residential Mortgage Backed Securities Litigation,” Business Lawyer, Vol. 71, Iss. 2 (Spring 2016);

ARTHUR B. AXELSON (editor, and author of chapters 2, 5 and 14) is Senior Associate General Counsel at Freddie Mac. Prior to joining Freddie Mac, Mr. Axelson was in private practice at Dykema Gossett, Reed Smith and Morgan Lewis & Bockius. In his practice, he regularly interacted with federal and state banking officials to assist clients on compliance and new product development and advised financial service providers on both federal and state law, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and their implementing regulations.

Mr. Axelson represented a broad range of financial institutions, brokers, lenders, loan servicers, investors, and other service providers on consumer financial service and retail banking matters. His primary areas of practice included federal and state regulatory compliance with special emphasis on new product development, secured and unsecured lending, regulatory banking, and e-commerce in the financial services industry. Mr. Axelson has particular experience in reverse mortgage lending and other mortgage products, and also advised clients regarding various regulatory banking issues, specific loan transaction problems, mortgage fraud concerns, alleged violations of applicable law and regulations, and loan servicing and debt collection issues.

Mr. Axelson regularly writes and speaks on regulatory compliance matters and has been elected by his peers as a Fellow of the American College of Consumer Financial Services Lawyers.

Please note that the views and positions contained in Mr. Axelson’s chapters are solely his and in no way reflect the positions or policies of Freddie Mac.
THOMAS M. HANSON (editor, and author of chapter 21) is a member in McGlinchey Stafford’s Dallas office. Mr. Hanson is a commercial litigator who is licensed to practice in Texas, California, and Michigan as well as a host of federal district and appellate courts throughout the country. Mr. Hanson has long devoted the bulk of his practice to the representation of financial services companies in a variety of litigation matters, including commercial disputes, wrongful foreclosure, mortgage fraud, reverse mortgage issues, and individual and putative class actions alleging various statutory and common law theories of deceptive practices/predatory lending. Mr. Hanson also advises his clients on various regulatory matters, including supervision and enforcement, vendor management, and operational process and policy issues.

Mr. Hanson is a frequent writer and speaker on numerous financial services and litigation topics. In addition to serving as co-editor and chapter author on previous editions of the PLI Consumer Financial Services Answer Book, his publications include “Lessening the Pain: How Policies Can Help You Prevent, and Fight, Lawsuits,” Smart Business Dallas (June 2012); “Defending the Adequacy of Disclosures in Non-Traditional Mortgage Products,” The Review of Banking & Financial Services (June 2009); and “Intestate Succession for Stepchildren: California Leads the Way, But Has It Gone Far Enough?,” Hastings Law Journal (1996). He has been a presenter at financial services conferences and webinars organized by the American Conference Institute, the Mortgage Banking Association, the American Bar Association’s Consumer Financial Services Subcommittee, the Practising Law Institute and Lorman, and he frequently provides in-house CLE presentations to his clients.

Mr. Hanson’s nationwide litigation practice has resulted in a host of favorable reported trial court and appellate decisions in a wide range of jurisdictions, including federal and state courts in California, New York, Illinois, Pennsylvania, Michigan, and Texas. Prior to relocating to Dallas, Mr. Hanson resided and practiced in Ann Arbor, Michigan, where he was elected to the Scio Township Board of Trustees in 2008. Mr. Hanson graduated magna cum laude and Order of the Coif from the University of California Hastings College of the Law in San Francisco, California, and received his B.A. from the University of Michigan in Ann Arbor, Michigan.
About the Contributors

**KYLE M. ASHER** (chapter 23) is an attorney practicing in the Lansing, Michigan office of Dykema Gossett PLLC. He regularly defends clients against claims alleging violations of the Fair Debt Collection Practices Act. Before joining Dykema, he served as a law clerk to the Honorable Robert Holmes Bell at the United States District Court for the Western District of Michigan. He received his J.D. from Michigan State University College of Law and a B.A. in Finance from Michigan State University.

**BENJAMIN T. BRICKNER** (chapter 17) is an associate in the New York office of Manatt, Phelps & Phillips, LLP. He represents clients in corporate finance, securities and capital markets transactions. Mr. Brickner received his J.D. from Columbia Law School, where he was editor of the *Columbia Journal of Environmental Law*. He received a Master in Public Policy from Harvard Kennedy School and a B.A., summa cum laude, from Cornell University.

**SUSAN E. CHYLIK** (chapter 8) is a member in McGlinchey Stafford’s Cleveland office. She focuses her practice on consumer finance regulatory and compliance matters. Ms. Chylik regularly advises state and national banks, automotive and personal property finance companies, mortgage lenders and servicers and small loan lenders on a variety of compliance and regulatory matters including licensing, rates and fees, substantive conduct, business planning, risk management and other operational considerations. She has particular experience assisting creditors and servicers with issues concerning payment processing, debt collection practices, commercial financing, and vehicle and personal property leasing. Ms. Chylik frequently advises clients with compliance matters involving the federal Truth in Lending Act, Truth in Leasing Act, Fair Debt Collection Practices Act, Electronic Funds Transfer Act and E-SIGN.

**MICHAEL F. DERKSEN** (chapter 24) is a senior attorney in the Chicago office of Dykema. In his general commercial litigation practice, Mr. Derksen represents clients in disputes concerning insurance coverage, financial services, bankruptcy, healthcare, IT outsourcing, breach of contract, non-compete and trade secrets, class actions, labor and employment,
civil rights, false claims, white-collar, toxic tort, and product liability. Mr. Derksen received his J.D. from the University of Chicago Law School in 2008, and his B.A. from the University of Michigan in 2001.

**Robert N. Driscoll** (chapter 6), a member, leads McGlinchey Stafford’s Washington, D.C. office and serves as co-chair of the firm’s White Collar/Government Investigations Group. He is the former Deputy Assistant Attorney General and Chief of Staff, Civil Rights Division, U.S. Department of Justice. Mr. Driscoll represents corporations, governmental entities, and individuals in judicial proceedings and investigations by executive branch agencies, including the Department of Justice (DOJ), Department of Homeland Security (DHS), Health and Human Services (HHS), Commerce, State, Treasury, the Drug Enforcement Administration (DEA), the Food and Drug Administration (FDA), the Securities and Exchange Commission (SEC), and legislative branch bodies or committees of the U.S. House of Representatives and the U.S. Senate, as well as the Consumer Financial Protection Bureau (CFPB). These investigations have involved allegations of fair lending and compliance issues for lending industry clients. Mr. Driscoll also conducts internal investigations for public and private companies and represents individuals in high-profile congressional investigations, drawing on firsthand experience to prepare clients to testify before House and Senate committees.

**Diana L. Eisner** (chapter 13) is an associate in the Washington, D.C. office of Manatt, Phelps & Phillips, LLP. She represents regional and national businesses, such as financial services, retail and healthcare companies, in single-plaintiff and class action litigation arising out of consumer protection and privacy laws, with particular focus on claims under the federal Telephone Consumer Protection Act. She has experience defending clients against junk fax, autodialer and text messaging actions and has been a part of the litigation teams responsible for securing early or voluntary dismissals in numerous cases brought under the TCPA. Ms. Eisner also counsels clients on data privacy issues, telemarketing compliance, and advertising. She advises companies on how to structure and implement customer outreach programs that comply with the TCPA, the Telemarketing Sales Rule, and parallel state law. In the advertising arena, Ms. Eisner works with various
companies to ensure their advertising complies with applicable federal and state laws and mitigate litigation risk. Ms. Eisner received her J.D., cum laude, from Temple University, Beasley School of Law in 2010 and her B.A., with high honors, from Rutgers University in 2007.

ASHLEY R. FICKEL (chapter 10) is a member in Dykema Gossett’s Los Angeles office and focuses his practice on consumer financial services litigation. Mr. Fickel earned his B.A. in History from Westmont College and his J.D., cum laude, from Pepperdine University School of Law, where he served as a senior staff member of the Pepperdine Law Review.

JEFFREY R. FINE (chapter 25) is a member of Dykema, resident in the Dallas office, and practices bankruptcy law. He received his B.A. from Columbia University and his J.D. from The Benjamin N. Cardozo School of Law.

BRIAN FINK (chapter 26) is Of Counsel in the Washington, D.C. office of McGlinchey Stafford. In his practice, he advises depository and non-depository financial institutions on aspects of compliance, government investigations, and regulation. Mr. Fink received his J.D. from the Hamline University School of Law in 1999, his M.B.A. from the University of St. Thomas in 2002, and his B.A. from Oberlin College in 1993.

TODD GALE (chapter 24) is Senior Counsel in the Chicago, Illinois office of Dykema Gossett PLLC. His practice focuses on litigation matters, with an emphasis on complex commercial disputes, financial services litigation, and class action defense. He has tried cases before state and federal courts and arbitrators on matters related to contracts, real estate, intellectual property, unfair competition, antitrust, mass torts, securities fraud, and bankruptcy. Mr. Gale earned a B.A. from Michigan State University, and a J.D. from the University of Notre Dame School of Law, where he served as Note Editor of the Notre Dame Law Review.

MICHAEL GILMAN (chapter 20) is a senior attorney at Dykema Gossett PLLC, in Chicago, Illinois. His practice focuses on financial services litigation. Immediately before joining Dykema, he was Senior Claims Counsel for Fidelity National Title Group, then comprised of Chicago Title Insurance Company, Ticor Title Insurance Company, Fidelity
National Title Insurance Company, and Security Union Title Insurance Company.

A. Paul Heeringa (chapter 1) is a Counsel in the Chicago office of Manatt, Phelps & Phillips, LLP. He represents clients in the banking and finance industries facing enforcement actions and litigation, including class actions, complex civil litigation, consumer finance cases and corporate lawsuits. His financial services litigation experience includes complex litigation involving residential mortgage-backed securities, mortgage foreclosures and breaches of contract, as well as defending cases arising under the Fair Debt Collection Practices Act, Fair Credit Reporting Act, and Telephone Consumer Protection Act. Mr. Heeringa also defends other individual and corporate clients in a wide range of industries and matters during all phases of litigation and trial. He is co-author of several articles, including “Recent Developments in Residential Mortgage-Backed Securities Litigation,” The Business Lawyer (American Bar Association), Vol. 71, Iss. 22 (Spring 2016), and “Class Action Settlement Considerations: Ten Tips for a Successful Settlement (The Case Law),” Federation of Defense & Corporate Counsel Insights (December 2015). He is a member of the Chicago Bar Association’s Consumer Credit Committee and has presented on financial services topics. Mr. Heeringa received his J.D., summa cum laude and Order of the Coif, from DePaul University College of Law in 2006 and his A.B. from the University of Chicago in 1997.

Jeffrey Jamison (chapter 9) is Senior Counsel and Vice President at BMO Financial Group in Chicago, Illinois. Prior to joining BMO, Mr. Jamison counseled and represented a diverse group of clients in a broad range of litigation, regulatory, and compliance matters, including complex class actions, statutory consumer lending violations, securities and commodities, bankruptcy, appeals, white-collar criminal, and internal investigations. Mr. Jamison also provided regulatory and compliance services to clients, including conducting compliance reviews and internal audits, developing policies and procedures, and creating auditing and monitoring programs.

Mr. Jamison has also authored several articles on governmental regulations and compliance, consumer financial services, and corporate governance. In 2012 and 2013, Mr. Jamison was recognized by Super Lawyers as a Rising Star. At Harvard Law School, Mr. Jamison served
on the editorial board of the *Civil Rights-Civil Liberties Law Review*, was awarded the David Westfall Memorial Dean’s Award for Community Leadership, and was a student attorney/Public Interest Law Initiative Fellow with the Wilmer Hale Legal Services Center. Prior to law school, Mr. Jamison served as the Litigation Assistant to Laurence Tribe.

In college, he was an accomplished public speaker and debater, reaching the quarterfinals of several national championships and winning the Interstate Oratorical Society National Championship.

**Howard S. Kao** (chapters 4 and 14) is an attorney in the Los Angeles office of Manatt, Phelps & Phillips, LLP. He advises financial services clients in a wide range of regulatory and compliance matters within the consumer and commercial finance industry. Mr. Kao received his J.D. from Loyola Law School in 2008 and his B.S. from the University of California, Davis in 2004. He also received his M.B.A. from the University of California, Los Angeles in 2017.

**Brian S. Korn** (chapter 17) is a partner in the New York office of Manatt, Phelps & Phillips, LLP and chair of Manatt’s digital finance and marketplace lending group. His practice focuses on corporate finance transactions, including initial public offerings, early-stage and start-up venture financings, and mature corporate and high-yield debt finance. He also advises clients on SEC compliance, broker-dealer compliance and corporate swap transactions. Mr. Korn has authored and co-authored more than a dozen articles related corporate finance, marketplace lending and crowdfunding including “Madden High Court Denial—Much Ado About Not Much,” *Law360* (June 2016), “Guidelines for Foreign Securities Issuers in the United States,” *Westlaw Journal Securities Litigation & Regulation* (June 2014), “Hut, Hut, Hike! Investors Buying Stock in NFL Player Through First Fantex IPO,” *Harvard Law School Forum on Corporate Governance and Financial Regulation* (May 2014), and “Top 5 Things You Should Know About Online Direct (P2P) Lending Law and Regulations—Before You Do Anything Else!” (April 2014). Mr. Korn received his J.D. from Northwestern University School of Law in 1997 and his B.A., with honors and distinction, from the University of California, Berkeley, in 1993.
Katherine Lamberth (chapter 25) is an associate in the Washington, D.C. office of Venable LLP. She represents banks and other financial institutions on matters involving regulatory, compliance and transactional issues arising under banking and consumer protection laws. Ms. Lamberth also represents clients in connection with federal and state legislative and rulemaking activities. Her recent articles include “Do You Think Banks Are Debt Collectors? The CFPB and the FTC Do,” ABA Business Law Today (Oct. 2016) and “Accountability on the Rise for Bank Officers—Implications of the NYDFS AML Personal Liability Proposal,” 133 Banking Law Journal 117 (Mar. 2016). She received her J.D. from the University of North Carolina at Chapel Hill and her B.A. from Bucknell University.

Amanda Rose Martin (chapter 8) is an associate in McGlinchey Stafford’s Cleveland office. She focuses her practice on federal and state compliance matters for consumer financial services clients. Ms. Martin regularly advises state and federal banks, automotive and personal property finance companies, and small loan companies on a variety of compliance and regulatory matters including licensing, rates and fees, substantive conduct, business planning, and other operational considerations. Ms. Martin also has experience with state compliance issues, including state lending and licensing laws, consumer credit laws, and consumer protection laws. Ms. Martin has particular familiarity in working with consumer-facing financial services products, and has advised on issues relevant to sales finance, secured and unsecured lending, consumer and commercial loan brokering, lead generation, and title lending.

John W. McGuinness (chapter 16) is a partner at Manatt, Phelps & Phillips, LLP, co-resident in the firm’s Los Angeles and Washington, D.C. offices. Mr. McGuinness litigates commercial disputes throughout the country and has significant experience in complex business conflicts, represents publicly traded companies and emerging businesses in industries that include energy, oil and gas, and media and technology, and prosecutes major power reliability lawsuits against electric utilities on behalf of one of the world’s largest petroleum companies.

Mr. McGuinness represents clients in consumer class and individual actions (including consumer protection, mortgage/financial services and data security/privacy) and handles arbitrations, mediations,
court and jury trials and appeals; appearances before the California appellate courts; and the U.S. District Courts of Appeals in the First, Fifth and Ninth Circuits.

For clients in the mortgage, financial services, banking, technology and retail industries, Mr. McGuinness handles suits related to both state and federal consumer protection statutes and also counsels clients on consumer financial services, privacy, consumer protection and insurance recovery.

**BRETT J. NATARELLI** (chapters 21 and 22) is a partner in the Chicago office of at Manatt, Phelps & Phillips, LLP. He represents financial services clients in a wide range of federal and state enforcement, litigation, and regulatory matters. He focuses his practice on: (1) RMBS repurchase and indemnification litigation defense; (2) mortgage servicing regulatory compliance; and (3) individual and class action litigation involving mortgage servicing and other consumer financial issues.


Mr. Natarelli received his law degree from the University of Chicago Law School. He has served on the Executive Board of the Illinois Mortgage Bankers’ Association since 2014 and is also an adjunct
professor of trial practice at Benedictine University. He received his J.D. from the University of Chicago in 2008 and his B.A. from Benedictine University, cum laude, in 2005.

DARRELL W. PIERCE (chapter 19) is a member at Dykema Gossett PLLC who focuses his practice in the areas of commercial and corporate finance law. Mr. Pierce, a Fellow of the American College of Commercial Finance Lawyers, is co-leader of Dykema Gossett PLLC’s Lending Team and supervises its UCC Filing Team. He is the Chair of the Uniform Commercial Code Committee of the Business Law Section of the State Bar of Michigan and the Co-Chair of the ABA’s Task Force on Filing Office Operations and Search Logic.

BRANDON P. REILLY (chapter 18) is an associate in the Costa Mesa, California, office of Manatt, Phelps & Phillips, LLP. He represents financial services clients in federal and state enforcement, litigation, and regulatory matters, with a particular emphasis on privacy and data security. On financial services matters, Mr. Reilly has represented national and regional banks, mortgage servicers and originators, short-term and installment lenders, auto finance lenders and servicers, payment card processors, and sovereign Native American nations. He has authored articles related to privacy and data security, mortgage lending, and class action litigation, and presents regularly on those and related issues. Mr. Reilly is a Certified Information Privacy Professional for the U.S. Private Sector and an active member of the International Association of Privacy Professionals. He received his J.D. from University of Southern California Law School in 2011 and his B.A. from Pepperdine University, magna cum laude, in 2007.

HAYDN J. RICHARDS, JR. (chapter 27) is a partner in the Washington, D.C. office of Bradley Arant Boult Cummings LLP. Mr. Richards advises members of the financial services industry on state and federal regulatory matters. The focus of his client service efforts include state licensing matters pertaining to mortgage lenders, brokers, servicers, and their employees, as well as licensing matters pertaining to other financial services companies, including consumer lending companies, student loan companies, money transmitters, debt collectors, and real estate settlement service providers. Prior to private practice, Mr. Richards clerked for the Hon. Diane Gilbert Sypolt of the U.S.
Court of Federal Claims. Mr. Richards also served as Executive Managing Editor of the *American Intellectual Property Law Association Quarterly Journal* from 2001 to 2002. He received his J.D. from George Washington University.

**Ethan D. Roman** (chapter 7) is an associate in the New York office of Manatt, Phelps & Phillips, LLP. He represents financial services clients in a wide range of federal and state enforcement, litigation, and regulatory matters. Mr. Roman also advises financial services companies on cybersecurity and regulatory compliance, as well as other privacy and data security issues. Mr. Roman received his J.D., cum laude, from Cornell Law School in 2014 and his B.S. from Park University in 2009. Prior to joining Manatt, Mr. Roman served in the United States Marine Corps, where he designed and implemented comprehensive training programs for chemical, biological, radiological, and nuclear defense.

**Arthur Rotatori** (chapter 8) is a member in McGlinchey Stafford’s Cleveland office. Mr. Rotatori handles consumer finance and regulatory matters relating to residential mortgage lending, electronic records and signatures, private student loans and credit cards for banks, mortgage companies, loan program administrators and marketers and finance companies. His clients include education loan program marketers and administrators in connection with licensing compliance, the negotiation of loan program agreements and general consumer credit compliance matters. Mr. Rotatori’s practice also involves advising clients on how to create and manage multi-state consumer lending programs, and he has developed and maintained multi-state consumer credit programs for such clients as a national franchisor of buy-here, pay-here used car dealerships, a start-up national mortgage lender offering a full suite of mortgage products, and a student loan program group that both markets the program and holds the loan portfolio. Mr. Rotatori has also helped numerous clients develop the documentation and procedures to create and execute consumer credit contracts online.

**Marc S. Roth** (chapter 13) is a partner in the New York office of Davis, Wright, Tremaine LLP. Before joining Davis, Wright, Tremaine, Mr. Roth was chief compliance counsel for a Time Warner company and an FTC staff attorney. Mr. Roth received his J.D. and an M.P.A. from Syracuse University in 1991 and a B.A. in European History from Hobart College in 1986.
BENJAMIN P. SAUL (chapter 25) is a partner in the Financial Institutions Advisory practice of White & Case LLP based in the Washington, D.C. office. Mr. Saul represents banks and non-banks in a wide range of matters, with a focus on those relating to retail banking and consumer finance. In particular, he has extensive experience representing clients in supervisory, enforcement and litigation matters involving the CFPB and other federal and state regulatory agencies. Mr. Saul is a frequent author and speaker on issues relating to the use of financial technology (FinTech) by banks and other consumer financial product and service providers. He has been recognized by D.C. Super Lawyers since 2011, and was recently inducted as a fellow of the American College of Consumer Financial Services Lawyers. He received his J.D. from American University, Washington College of Law and his B.A from the University of Pennsylvania.

THEODORE W. SEITZ (chapters 12 and 23) is a member in the Lansing, Michigan office of Dykema. He represents financial services, banking, retail, and other various public and private corporations, along with governmental clients in state and federal litigation throughout the United States, with a particular focus on the defense of class actions. Mr. Seitz received his J.D. from the Washington University School of Law in 1999, and B.A. and B.S. degrees from Michigan State University in 1996.

GREGG D. STEVENS (chapters 3 and 11) is a member in the commercial litigation section of McGlinchey Stafford’s Dallas office. Mr. Stevens represents clients in litigation nationwide, with a primary emphasis on representing lenders and financial institutions in commercial and technical consumer financial services disputes. His client base includes a wide range of financial institutions and lenders, such as large national banks, one of the largest private-label card issuers in the United States, auto finance companies, and debt collectors. Mr. Stevens has defended companies in matters involving credit acceptance, mortgage fraud, credit card fees and practices, consumer leases, payday loans, debt collection practices, credit reporting, and application of credit card payments, including handling of billing errors and alleged unauthorized charges. As a seasoned authority on consumer protection statutes such as the FCRA, TCPA, and FDCPA, Mr. Stevens frequently speaks to clients and national audiences on these topics.
About the Contributors

and other issues in consumer financial services litigation. He has authored several pieces on consumer credit issues, including FCRA, debt collection, and handling debt elimination scams. Mr. Stevens received his J.D. from the Southern Methodist University Dedman School of Law in Dallas, Texas.

AIMEE SZYGENDA (chapters 3 and 11) is Of Counsel at McGlinchey Stafford’s Dallas, Texas office. Ms. Szygenda’s practice is focused on commercial litigation and consumer finance litigation. Ms. Szygenda regularly represents consumer financial service providers including state and national banks, credit card issuers, and auto finance companies. She also has experience representing third-party debt collectors. In representing consumer financial services providers, Ms. Szygenda often defends claims under the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Texas Debt Collection Act and the Telephone Consumer Protection Act. She received her B.S. from the University of Texas at Austin in 1997 and her law degree from Baylor University in 2000.

ROSA M. TUMIALÁN (chapter 13) is a member of Dykema, resident in the Chicago office. Ms. Tumialán is a litigator who focuses her practice on complex commercial disputes, including class action defense and insurance coverage litigation, including as lead defense counsel in TCPA cases.

AARON L. VORCE (chapter 12) is a member of Dykema’s Lansing, Michigan office. Mr. Vorce’s practice focuses on commercial and consumer finance litigation with an emphasis on defending financial institutions and the law firms that represent those financial institutions in individual and class action matters. His recent matters include, among others, the defense of financial institutions and law firms in various mortgage, securities, FDCPA, TCPA, and FCRA matters in state and federal courts. Mr. Vorce also advises clients on various federal and state regulatory and compliance matters.

CHARLES E. WASHBURN, JR. (chapter 4) is a partner in the Los Angeles office of Manatt, Phelps & Phillips, LLP. He advises clients with respect to federal and state laws governing consumer financial services and products, including the Truth in Lending Act and Regulation Z, as well as the Electronic Fund Transfer Act and Regulation E, the Equal
Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and Regulation V, and state lender licensing, choice of law and usury laws. Much of his work revolves around rules and guidance issued and enforcement actions taken by the Consumer Financial Protection Bureau (CFPB), including with respect to unfair, deceptive or abusive acts or practices (UDAAP), especially in the advertising and marketing space. His clients range from Fortune 500 telecommunications and entertainment companies and retailers, to emerging companies and their venture capital and other investors in the FinTech space, to traditional financial institutions such as commercial banks and auto finance companies. He has been identified by Chambers USA as a Noted Practitioner in Financial Services Regulation: Consumer Finance [Compliance]—Nationwide, and has been named as one of the Best Lawyers in America for over fifteen years. Mr. Washburn received his J.D. from UCLA School of Law and his M.B.A. from the UCLA Anderson School of Management.

DONNA L. WILSON (chapter 7) is a partner in the Los Angeles office of Manatt, Phelps & Phillips, LLP. Ms. Wilson is chair of Manatt’s privacy and data security practice and co-chair of its financial services litigation and enforcement practice. She represents a wide range of consumer financial services providers and others with respect to consumer protection-related disputes and counseling. A nationally recognized privacy and data security practitioner, her practice focuses on litigation and risk management, and includes assisting clients with respect to third-party and business partner contracts, data security planning and incident response, the development and implementation of new products and services, insurance coverage and coordination, and compliance and gap auditing. Ms. Wilson is a fellow in the American College of Consumer Financial Services Lawyers, was named one of the top 100 women lawyers in the state of California by the Daily Journal (2013 and 2016), and has been repeatedly recommended by Legal 500 with respect to her data protection and privacy work. She is a frequent author and speaker on cutting-edge legal matters and is regularly quoted by various media, including the Wall Street Journal, USA Today and Bloomberg. She received her J.D., Order of the Coif, from the University of Virginia and her B.A. from George Washington University.
Contrary to the breathless speculation of some members of the punditry, the regulation of consumer financial services did not end with the results of the 2016 election. In fact, as the industry flourished with technological advances and a continually improving economy, the agencies, legislators and courts charged with its oversight remained as active and vigilant as ever. While the Trump Administration has promised significant curtailment of the seminal Dodd-Frank Act and its offspring, and the Financial CHOICE Act loomed on the horizon as this edition went to press, the foundational consumer protection laws regulating consumer credit (such as the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Federal Debt Collection Practices Act, the Telephone Consumer Protection Act, and many others) will continue to present challenges for those whose business is connected with the extension of consumer credit unless and until Congress alters that framework. As this book went to press, proposed legislation could greatly reduce the CFPB’s powers but an agency with some of its current powers would remain.

In this, the Sixth Edition of the leading desk reference for consumer financial services lawyers and compliance professionals, we present our readers with a substantial revision of those chapters relating to the bedrock laws and regulations affecting consumer financial services. This effort includes first-time contributions from the financial services teams at Manatt, Phelps & Phillips, and McGlinchey Stafford, who offer a fresh perspective on these laws. Likewise, this edition also includes an entirely new chapter on Marketplace Lending, one of the latest product developments to impact consumer lending.

The 2017 Edition provides updated chapters on the primary federal laws affecting practitioners in the field, including the Truth in Lending Act, the Fair Credit Reporting Act, the Equal Credit Opportunity Act, the Electronic Signatures in Global and National Commerce Act (ESIGN), the Telephone Consumer Protection Act, the consumer
provisions of the Bankruptcy Code, and the Fair Debt Collection Practices Act. For those focused on mortgage lending and servicing, the book has enhanced chapters on the Real Estate Settlement Procedures Act, Mortgage Loan Servicing, Licensing, and Residential Foreclosures and Evictions. For those who deal with automotive finance, we offer an expanded chapter on that topic that includes fair lending issues. And our chapters on Credit Cards, Military Lending, and Short-Term Lending address three other sources of consumer credit. Likewise, numerous other chapters have received substantial updates, including the chapters devoted to CFPB enforcement, which includes a first-time discussion on the CFPB’s enforcement manual, and vendor management, which has received updated guidance from a key regulator.

Whether our reader is a seasoned practitioner or someone just entering the world of consumer finance, this book is intended to provide some basic answers to the many questions facing lawyers in this field. While the authors have attempted to offer a reasonably comprehensive treatise, no single-volume desk reference could possibly cover the entire law of consumer financial services. In addition to federal law, the legislatures of the fifty states and the District of Columbia—and even some local governments—have enacted myriad laws and ordinances affecting consumer lending; these state and municipal laws and ordinances are largely beyond the scope of this book.

The Dodd-Frank Act created a brave new world, one that has already resulted in major changes in the way consumer credit is offered to consumers, and the manner in which the relevant laws are enforced. Today, the structures created in response to the 2008 recession face an uncertain future in which the CFPB may not survive in its original form—the jury was still out when this edition went to press. Nevertheless, consumer financial services professionals would be remiss to ignore the myriad protections that will remain and that will continue to be the subject of prudential regulation and enforcement. Simply put, political questions offer no comfort to those whose job—today, tomorrow and for the foreseeable future—requires them to stay on the cutting edge of consumer finance issues. The authors are
pleased that this treatise has already allowed so many practitioners, compliance professionals, and other readers to advance their understanding of, and compliance with, the various laws affecting consumer financial services.

RICHARD E. GOTTLIEB
ARTHUR B. AXELSON
THOMAS M. HANSON
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*Aaron L. Vorce and Theodore W. Seitz*

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Richard E. Gottlieb

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*Todd Gale and Michael F. Derksen*

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Richard E. Gottlieb and Brian Fink

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