

**STATUTORY DAMAGES/ATTORNEY'S FEES AWARDS**  
**MANDATORY FOR TILA VIOLATIONS**

In [\*Harris v. Schonbrun\*](#), 773 F.3d 1180 (11th Cir. 2014) (No. 13-15505), plaintiff borrower alleged that defendant mortgage lender violated the Truth in Lending Act (“TILA”) by failing to notify her of her right to rescind the loan within three business days. Plaintiff sought to rescind her loan, plus an award of statutory damages, attorney’s fees and costs. The district court ordered rescission of the loan, but denied plaintiff’s request for damages, fees and costs. On appeal, the Eleventh Circuit affirmed the rescission order, but reversed the portion of the ruling denying plaintiff additional relief. The court held that an award of statutory damages, attorney’s fees and costs is mandatory after rescission of a loan transaction, and the trial court’s decision not to award such relief was inconsistent with the text of TILA and was based on an incorrect reading of precedents. The statute plainly states that any lender who fails to comply with TILA “is liable” for an amount equal to the sum of actual damages, statutory damages not less than \$400 or greater than \$4,000, and the costs of the action, including reasonable attorney’s fees. Thus, the district court must award statutory damages, fees and costs, even if no actual damages resulted or the violation was *de minimis*.