

**Prevalence of Arbitration Agreements Intake in Certain Markets –  
Script of Questions for Trade Associations (and if Necessary, for Sample of Firms)**

Note: Where necessary, the Bureau may contact the trade association or firm in advance in writing to alert the entity that the Bureau will be contacting them on this topic. This advance communication would state the following (which would be restated at the beginning of any phone call):

*We are from the Division of Research, Markets, and Regulation at the Consumer Financial Protection Bureau (CFPB). We would like to ask your organization a brief series of questions regarding the degree to which participants in [insert market description] use arbitration agreements in consumer contracts. This information is relevant to the Bureau's assessment of the impact of a proposal it is considering to regulate firms whose consumer contracts include arbitration agreements. (By "arbitration agreement," we mean an agreement or part of an agreement under which parties can be required to resolve a future dispute by arbitration.) Your participation in our collection of this information is voluntary. If you do not wish for us to speak with your organization to collect this information, please let us know by calling or e-mailing [insert staff contact and phone number and email] by [insert date]. If your organization would be willing to speak with us, please contact us at the above phone or e-mail to let us know when would be a convenient time for us to call you prior to December 4, 2015, and also who would be the most knowledgeable person at your organization for us to contact.*

*Information you provide in response to these questions may be included in a report on this proposal prepared with the Small Business Administration and the Office of Management and Budget, and also may be utilized in a rulemaking proposal or final rule issued by the Bureau. However, the Bureau will not identify you or your organization by name in these documents. These questions will not ask for any personally-identifiable information about consumers, and please do not share such information with the Bureau in responding to these questions.*

If you have any other observations on this topic, please feel free to share them with us at the end of the conversation.

- 1) Are you generally aware of whether any firms in this market use arbitration agreements in their contracts with consumers?
  - a. If not, please let us know if you know of a source that may have such information. (End questions here.)
  - b. If so, describe what you know. For example, does your trade association recommend members use arbitration agreements? In providing us with any additional response, please be sure as noted above not to include any personally-identifiable information about consumers.

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- 2) How common would you say it is for arbitration agreements to be used in this market? That is, speaking generally, about what proportion of the entities participating in the market use arbitration agreements in their contracts with consumers?
  - a. Virtually all participants (80% or more)
  - b. Most participants (more than 50% but less than 80%)
  - c. Some participants (between 20% and 50%)
  - d. Few participants (less than 20%)
- 3) Is the proportion of market participants using arbitration agreements about the same, regardless of the size of the market participants?
  - a. If not, how would you answer Question 2, focusing only on entities whose [insert revenues/employees/assets] are no more than [insert SBA threshold for applicable NAICS Code].
- 4) Do participants in your market that use standardized form providers to obtain standard text that they use in these agreements? If so, who are the providers? Can you share any of these standardized forms with us?