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**THE CFPB & UDAAP:
A “KNOW IT WHEN YOU
SEE IT” STANDARD?**

2015 YEAR-END UPDATE

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The Consumer Financial Protection Bureau’s (CFPB) exercise of its sweeping authority to prohibit unfair, deceptive, and abusive acts or practices (UDAAP)¹ continues to command the attention of financial institutions and financial services companies regulated by the agency. As promised by CFPB Director Richard Cordray,² the CFPB has defined UDAAP primarily through enforcement actions, along with a few agency-issued supervisory findings and guidance bulletins.

To assist regulated and potentially regulated entities in understanding how the CFPB will exercise its UDAAP authority, we have issued “Know It When You See It” Alerts bi-annually since June 2014. These Alerts included a chart listing the specific acts and practices that the CFPB had alleged and/or identified as unfair, deceptive, and/or abusive from its inception to mid-2015, based on the following sources:

- CFPB consent orders based in whole or in part on alleged UDAAP violations;

- Agency enforcement actions filed in federal court;
- Specific prohibited practices cited in the CFPB’s Examination Manual, derived in part from substantive statutes and regulations and previous FTC guidance; and
- Guidance in agency-issued bulletins and similar informal statements that reflect the CFPB’s UDAAP priorities.

Given the critical need to keep up with the CFPB’s ever-expanding interpretations of the scope of UDAAP, we have updated our previous “Know It When You See It” chart (attached) through the end of 2015.³

As we’ve explained in the previous Alerts, neither the allegations in enforcement actions nor recitations in consent orders are potentially binding against any party other than the respondent or defendant in the case or proceeding. Thus far, there has been only one case in which a court has ruled on the merits in finding a covered person violated UDAAP.⁴ The CFPB’s informal bulletins or statements ordinarily are not binding legal precedent. Nevertheless, the CFPB’s activities

¹ 12 U.S.C. §§ 5531, 5536.

² See, e.g., Kate Davidson, “Trying to Stay Above Politics: A Conversation with Richard Cordray,” *American Banker* (Mar. 23, 2012).

³ New entries in the chart, representing CFPB activities in the second half of 2015, are highlighted in blue. Consent Orders entered in the second half of 2015 in actions filed earlier are highlighted in yellow.

⁴ *CFPB v. Chance Gordon et al.*, CV 12-6147 RSWL (MRWx), [Minute Order](#) (C.D. Cal. June 26, 2013).

provide guideposts for regulated entities seeking to conform to industry standards and mitigate the risk of being charged with UDAAP in a proceeding brought by the CFPB.

CFPB UDAAP – Regulation by Enforcement

In 2015, almost 80% of the enforcement actions brought by the CFPB included at least one UDAAP claim. That percentage is a slight increase over the 72% of the enforcement actions brought in 2014 that alleged at least one UDAAP claim.

Of the 70 individual unfair, deceptive or abusive claims alleged by the CFPB in 2015, more than half of them were “deceptive” claims. The CFPB alleged only eight “abusive” claims in 2015, which is up slightly from the five “abusive” claims alleged in 2014. These relatively small numbers are consistent with Director Cordray’s statements indicating the CFPB would be cautious in its use of the “abusive” prong because it is a new standard created by the Dodd-Frank Act.

A summary analysis of the CFPB’s public UDAAP pronouncements since we issued our previous “Know It When You See It” Alert in July 2015 is provided below, along with observations about lessons learned from these actions and other CFPB activities to date.

Unfair Acts and Practices

- **Deposit Accounts.** Failing to resolve discrepancies between the amounts on deposit slips and actual amounts deposited and crediting accounts for the amount on the deposit slip where the actual amounts were more than the amount stated were identified by the CFPB as “unfair.”
- **Mortgage Servicing.** The CFPB brought another enforcement action challenging loan modification practices in the second half of 2015, with the CFPB alleging that failing to honor loan modifications after servicing transfers and requiring borrowers to waive defenses to foreclosure as a condition to receiving a payment plan were “unfair” practices.
- **Debt Collection.** Debt collection practices were at issue in a majority of the Consent Orders issued since July 2015. The acts identified as “unfair” included making an excessive number of calls at inconvenient times, requiring borrowers to list contact information for references without disclosing that these individuals would be contacted in the event of default, placing debt collection calls to consumers at their place of work after being told such calls were prohibited by the employer, and failing to disclose a policy of attempting multiple ACH withdrawals after an initial failure, which often resulted in multiple bank fees.

- **Short-Term, Small Dollar Loans.** The CFPB alleged conditioning loan agreements on wage assignment clauses, calculating finance charge disclosures based on an unrealistic assumption that consumers would repay the loan in one payment, and including a contract provision allowing the lender to create remotely created checks in the event of withdrawal of ACH authorization were “unfair.”
- **Lead Aggregators.** The CFPB alleged a lead aggregator, which purchased loan applications from lead generators and sold them to lenders, was a “service provider” subject to the CFPB’s UDAAP jurisdiction. In an action filed in late 2015, the CFPB alleged as “unfair” the purchase of leads from lead generators that the lead aggregator knew or should have known were making misleading statements to consumers regarding the lenders that would receive the consumers’ information and the loans those lenders would offer, failing to monitor the lead purchasers for illegal activity, and failing to notify consumers of the lead aggregator’s involvement in processing their loan applications.

the CFPB alleged that misrepresenting that consumers were entering a trial period or were consenting to receive additional information when they actually were enrolling in the product, misrepresenting the scope of coverage, and failing to inform consumers they likely would be ineligible for one or more benefits were “deceptive” practices. The add-on consent order also included allegations not previously identified as “deceptive,” including the practice of obtaining consent to enroll by having the consumer verify the date of their birth and sending an acknowledgement form for the consumer to sign and return when the form had no effect on enrollment.

- **Deferred Interest Products.** After issuing a Bulletin warning covered persons regarding the marketing of deferred interest products, the CPPB targeted as “deceptive” advertisements describing these products as “no interest” loans and advertisements that failed to inform consumers the products would accrue interest if the balance was not paid in full by the end of the promotional period.

Deceptive Acts and Practices

- **Marketing of Add-On Products.** We saw another credit card “add-on” products action in the second half of 2015, bringing the total to 11 enforcement actions based on these products. As in prior consent orders,

- **Mortgage Servicing.** Failing to take into account trial modification plans from prior servicers when advising consumers regarding loan status and misrepresenting borrowers would receive an escrow refund were said to be “deceptive” by the CFPB.

- **Credit Reporting.** Misrepresenting that the lender would report “good credit” to CRAs to help customers build credit when the lender did not do so for many customers was alleged to be “deceptive” by the CFPB. The CFPB also targeted reporting of debts as delinquent without sufficient basis to believe that the debts were owed.
- **Debt Collection.** Continuing its intense focus on debt collection activities, the CFPB alleged as “deceptive” misrepresentations that the debt collector intended to prove its claims if challenged, the consumer had a legal obligation to pay the debt, that an attorney had reviewed the debt or that the collection call was made on an attorney’s behalf, and that litigation was imminent even though the collector had not yet decided whether to file suit. The CFPB also alleged that filing affidavits in debt-collection proceedings in which the filer knew or should have known the affiants did not have personal knowledge of the validity or ownership of debts were “deceptive.”
- **Student Loan Services.** The CFPB alleged as “deceptive” misrepresenting to consumers that a company would identify financial aid options for a fee when the company did nothing, misrepresenting an alleged affiliation with the federal government or a college or university, and creating a false sense of urgency to pressure consumers to sign up and pay the required fee.

Abusive Acts and Practices

- **Pension Advance Products.** Misrepresenting that pension advance loans marketed to military veterans were not loans with interest and fees, thereby obscuring the true nature of the transaction, misrepresenting costs, and providing misleading advice on the benefits of the product compared to other credit sources were “abusive” marketing practices because they interfered with the consumer’s ability to understand the risks and costs of the product and took unreasonable advantage of the consumers’ inability to protect their interests.
- **Lead Aggregators.** The CFPB alleged an “abusive” claim based on a lead aggregator’s alleged practice of steering leads to lenders that offer less-favorable terms than may otherwise be available even though the lead aggregator knew or should have known that some lead generators made representations that the applicants would be sent to favorable lenders.
- **Debt Collection.** Collecting on loans the CFPB alleged were void under state usury law and misrepresenting that those laws did not apply was deemed “abusive” by the CFPB because consumers likely did not understand the legality of the loans.

CFPB UDAAP – What Have We Learned?

The CFPB's UDAAP-related activity in the second half of 2015 continued to build out a roadmap for regulated entities. For example:

- The CFPB has continued to focus its UDAAP authority on its hot-button issues, including debt collection, credit reporting, add-on products, mortgage servicing, student lending, and any financial services targeted at servicemembers. The CFPB added lead aggregators to the list of entities subject to its UDAAP jurisdiction.
- The CFPB continued to “federalize” state law by alleging various loan contract terms were “unfair” and by bringing UDAAP claims for collection of loans allegedly void under state usury laws.
- The CFPB continued to reserve “abusive” claims for products aimed at customers it considers vulnerable, including subprime borrowers, veterans, and short term, small dollar borrowers. The allegations supporting “abusive” claims overlapped with the allegations supporting “unfair” or “deceptive” claims. The “abusive” claims were based on the inability of consumers to understand credit features or contractual rights due to allegedly inadequate or misleading disclosures.
- Certain of the consent orders contained detailed injunctive relief provisions, which provide insight into the CFPB's views on appropriate conduct. These lists of requirements often go beyond the requirements of federal laws.
- We saw fewer actions in which the CFPB teamed with other government actors in bringing UDAAP enforcement actions in the second half of 2015. The CFPB brought an action with the New York DFS against a company offering pension advance products and an action with the OCC and the FDIC challenging deposit crediting practices. We would not expect this slow down to continue in the coming year, as the CFPB continues to emphasize its broad cooperation agreements with state and federal agencies.

UNFAIR, DECEPTIVE, OR ABUSIVE ACTS AND PRACTICES IDENTIFIED OR ALLEGED BY THE CONSUMER FINANCIAL PROTECTION BUREAU

New actions shaded in blue. New developments shaded in yellow.

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Exam Manual 2.0 October 31, 2012	Auto Leasing	Inadequately disclosing material lease terms in television advertising		✓		CFPB Exam Manual (UDAAP, P. 7) (In the matters of Mazda Motor of America, Inc., et al., FTC Enforcement Action 1997)
Consent Order In the Matter of Dealers' Financial Services, LLC June 25, 2013	Auto Loan / Ancillary Products	Representing that GAP insurance would add "just a few pennies a day to your monthly payment" when average monthly cost is \$12.55		✓		Consent Order, In re Dealers' Financial Services, LLC, Docket No. 2013-CFPB-0004 (June 25, 2013)
Consent Order In the Matter of U.S. Bank June 26, 2013	Auto Loan / Ancillary Products	Representing that car repair service contract would add "just a few dollars to your monthly payment" when average monthly cost is over \$40		✓		Consent Order, In re U.S. Bank Nat'l Ass'n, Docket No. 2013-CFPB-0003 (June 26, 2013)
Consent Order In the Matter of U.S. Bank June 26, 2013	Auto Loan / Ancillary Products	Failure to list and prominently disclose car parts and repairs that would not be covered in a car repair service contract		✓		Consent Order, In re U.S. Bank Nat'l Ass'n, Docket No. 2013-CFPB-0003 (June 26, 2013)
Consent Order In the Matter of Interstate Auto Group, d/b/a CarHop, et al. December 17, 2015	Auto Loan / Credit Reporting	Misrepresenting that the lender would report "good credit" to CRAs to help customers build credit when lender did not do so for many customers		✓		Consent Order, In the Matter of Interstate Auto Group et al., Docket No. 2015-CFPB-0032 (Dec. 17, 2015)

* CFPB Consent Orders typically describe acts or practices that the CFPB alleges were unfair, deceptive, or abusive; Consent Orders typically do not contain admissions of liability and are not binding precedent on any party other than the parties to the particular proceeding. Complaints that the CFPB has filed in administrative or judicial proceedings contain allegations that are unproven, in the absence of administrative or judicial disposition. Acts or practices in CFPB examination and supervisory materials are illustrative, for reference by CFPB examiners and supervisors. Accordingly, CFPB Consent Orders, Complaints, and examination and supervisory materials described in this chart are not necessarily legal precedent or indications of liability of any party. The descriptions are summaries only and should not be cited or relied upon in any manner as authoritative.

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of DriveTime Automotive Group, Inc. and DT Acceptance Corp. November 11, 2014	Auto Loan / Debt Collection	Failing to prevent calls to consumers at their workplaces after the consumers requested that they not be called at work, or when the auto dealer and financier otherwise had reason to know that consumers were not permitted to receive calls at work	✓			Consent Order, In re DriveTime Automotive Group, Inc. and DT Acceptance Corp., Docket No. 2014-CFPB-0017 (Nov. 19, 2014)
Consent Order In the Matter of DriveTime Automotive Group, Inc. and DT Acceptance Corp. November 11, 2014	Auto Loan / Debt Collection	Failing to prevent repeated calls to third-party references after the references or consumers asked the auto dealer and financier to stop calling	✓			Consent Order, In re DriveTime Automotive Group, Inc. and DT Acceptance Corp., Docket No. 2014-CFPB-0017 (Nov. 19, 2014)
Consent Order In the Matter of DriveTime Automotive Group, Inc. and DT Acceptance Corp. November 11, 2014	Auto Loan / Debt Collection	Failing to prevent calls to third parties at wrong numbers after the third parties asked the auto dealer and financier to stop calling	✓			Consent Order, In re DriveTime Automotive Group, Inc. and DT Acceptance Corp., Docket No. 2014-CFPB-0017 (Nov. 19, 2014)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Misrepresenting that collection calls were originating from repossession companies or that repossession was imminent		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Using a collection device to change the incoming phone number to appear as if coming from a pizza or flower delivery or family member in an attempt to get the borrower to provide their current address		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket No. 2015-CFPB-0026 (Sept. 30, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Contacting borrowers' friends, families, and employers without consent and disclosing information about the borrowers' loans	✓			Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Threatening to contact borrowers' friends, families, and employers without borrowers' consent	✓			Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Misrepresenting that borrowers faced investigation or criminal charges		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Paying a third-party repossession company to make collection calls on the company's behalf when the company had not yet decided to repossess the vehicle		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Misrepresenting that partial payment would release their repossessed car even though payment of total amount owed was required		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Unilaterally extending loan terms and suggesting to borrowers that the modified schedule was beneficial without disclosing that additional interest would accrue under the extended term		✓		Consent Order, In the Matter of Westlake Services, LLC et al., Docket. No. 2015-CFPB-0026 (Sept. 30, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Advertising an interest rate without disclosing the APR or displaying the APR less conspicuously than the featured rate		✓		Consent Order, <i>In the Matter of Westlake Services, LLC et al.</i>, Docket No. 2015-CFPB-0026 (Sept. 30, 2015)
Consent Order In the Matter of Westlake Services, LLC et al. September 30, 2015	Auto Loan / Debt Collection	Omitting the APR when responding to inquiries, but providing other periodic interest rates		✓		Consent Order, <i>In the Matter of Westlake Services, LLC et al.</i>, Docket No. 2015-CFPB-0026 (Sept. 30, 2015)
Complaint In the Matter of Sprint Corporation December 17, 2014	Billing Practices	Billing customers for unauthorized charges by enrolling customers in third-party billing without the consumer's authorization	✓			Complaint, <i>Consumer Financial Protection Bureau v. Sprint Corporation</i>, No. 14-cv-9931 (S.D. N.Y. Dec. 17, 2014)
Complaint In the Matter of Sprint Corporation December 17, 2014	Billing Practices	Billing customers for unauthorized charges by giving third parties access to defendant's customers and billing system without implementing adequate compliance controls or oversight	✓			Complaint, <i>Consumer Financial Protection Bureau v. Sprint Corporation</i>, No. 14-cv-9931 (S.D. N.Y. Dec. 17, 2014)
Complaint In the Matter of Sprint Corporation December 17, 2014	Billing Practices	Failing to adequately resolve customer disputes regarding unauthorized charges, and refusing to provide complete refunds	✓			Complaint, <i>Consumer Financial Protection Bureau v. Sprint Corporation</i>, No. 14-cv-9931 (S.D. N.Y. Dec. 17, 2014)
Complaint In the Matter of Sprint Corporation December 17, 2014	Billing Practices	Failing to take adequate steps to prevent unauthorized charges, and billing customers for unauthorized charges despite warnings from customers, government agencies, and public-interest groups	✓			Complaint, <i>Consumer Financial Protection Bureau v. Sprint Corporation</i>, No. 14-cv-9931 (S.D. N.Y. Dec. 17, 2014)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. Cellco Partnership d/b/a Verizon Wireless May 12, 2015	Billing Practices	Billing customers for unauthorized charges by enrolling customers in third-party billing without the consumer's authorization	✓			Complaint, Consumer Financial Protection Bureau v. Cellco P'ship d/b/a Verizon Wireless, No. 3:15-cv-03268-PGS-LHG (D.N.J. May 12, 2015)
Complaint CFPB v. Cellco Partnership d/b/a Verizon Wireless May 12, 2015	Billing Practices	Giving third parties access to its customers and billing systems without implementing adequate compliance controls	✓			Complaint, Consumer Financial Protection Bureau v. Cellco P'ship d/b/a Verizon Wireless, No. 3:15-cv-03268-PGS-LHG (D.N.J. May 12, 2015)
Complaint CFPB v. Cellco Partnership d/b/a Verizon Wireless May 12, 2015	Billing Practices	Failing to adequately resolve customer disputes regarding unauthorized charges, and refusing to provide complete refunds	✓			Complaint, Consumer Financial Protection Bureau v. Cellco P'ship d/b/a Verizon Wireless, No. 3:15-cv-03268-PGS-LHG (D.N.J. May 12, 2015)
Complaint CFPB v. Cellco Partnership d/b/a Verizon Wireless May 12, 2015	Billing Practices	Failing to take adequate steps to prevent unauthorized charges, and billing customers for unauthorized charges despite warnings from customers, government agencies, and public-interest groups	✓			Complaint, Consumer Financial Protection Bureau v. Cellco P'ship d/b/a Verizon Wireless, No. 3:15-cv-03268-PGS-LHG (D.N.J. May 12, 2015)
Consent Order In the Matter of American Express Centurion Bank October 1, 2012	Credit Card	Solicitations offering "22,500 bonus points—receive a bonus \$300" that provided only points, but not \$300		✓		Consent Order, In re American Express Centurion Bank, Docket No. 2012-CFPB-0002 (Oct. 01, 2012)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Exam Manual 2.0 October 31, 2012	Credit Card	Dishonoring credit card convenience checks without notice	✓			CFPB Exam Manual (UDAAP, P. 4) . See also Cease and Desist Order, In re American Express Bank, FSB, Order No. WN-09-016 , and Order of Assessment of a Civil Money Penalty, In re American Express Bank FSB, WN-09-017 , June 29, 2009; Cease and Desist Order, In re American Express Centurion Bank, Docket No. FDIC-09-251b , June 30, 2009.
CFPB Bulletin 2014-02 September 3, 2014	Credit Card	Failing to adequately convey in marketing materials that a consumer who accepts a promotional APR offer will lose the grace period on new purchases if he or she does not pay the entire statement balance, including the amount subject to the promotional APR, by the payment due date		✓		CFPB Bulletin 2014-02
CFPB Bulletin 2014-02 September 3, 2014	Credit Card	Failing to adequately inform consumers, or failing to make reasonable efforts to alert consumers, that a grace period for new purchases is conditioned on full repayment of the promotional balance			✓	CFPB Bulletin 2014-02
Complaint In the Matter of Union Workers Credit Services, Inc. December 17, 2014	Credit Card	Representing that consumers would receive general-use credit cards if they enrolled and paid a membership fee when, in fact, consumers received closed-end, purchase-specific credit to fund purchases from defendant		✓		Complaint, Consumer Financial Protection Bureau v. Union Workers Credit Services, Inc., No. 3:14-cv-04410-L (N.D. Tex. Dec. 17, 2014)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint In the Matter of Union Workers Credit Services, Inc. December 17, 2014	Credit Card	Representing that a credit card company is affiliated or associated with labor unions when, in fact, the company has no union affiliation or association		✓		Complaint, Consumer Financial Protection Bureau v. Union Workers Credit Services, Inc., No. 3:14-cv-04410-L (N.D. Tex. Dec. 17, 2014)
Consent Order In the Matter of Continental Finance Company, LLC February 4, 2015	Credit Card/ Debt Collection	Representing that a consumer could “elect” paper statements and pay a monthly fee of \$4.95, but automatically sending certain customers paper statements and charging the fee		✓		Consent Order, In the Matter of Cont’l Fin. Co., LLC, Docket No. 2015-CFPB-0003 (Feb. 4, 2015)
Consent Order In the Matter of Continental Finance Company, LLC February 4, 2015	Credit Card/ Debt Collection	Falsely representing that funds deposited to secure the credit card balance would be “FDIC insured”		✓		Consent Order, In the Matter of Cont’l Fin. Co., LLC, Docket No. 2015-CFPB-0003 (Feb. 4, 2015)
CFPB Bulletin 2012-06 July 18, 2012	Credit Card/ Ancillary Products	Failing to accurately state the terms and conditions of various products, including material limitations on eligibility for benefits		✓		CFPB Bulletin 2012-06
CFPB Bulletin 2012-06 July 18, 2012	Credit Card/ Ancillary Products	Enrolling consumers in programs without obtaining clear affirmative consent to purchase an add-on product and/or obtaining consent before the consumer has been informed of the terms and conditions of the product		✓		CFPB Bulletin 2012-06

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Bulletin 2012-06 July 18, 2012	Credit Card / Ancillary Products	Failing to provide clear guidance as to the wording and appropriate use of rebuttal language and any limits on the number of times that the telemarketer or customer service representative may attempt to rebut the consumer's request for additional information or to decline the product		✓		CFPB Bulletin 2012-06
CFPB Bulletin 2012-06 July 18, 2012	Credit Card / Ancillary Products	Failing to make clear to consumers that the purchase of add-on products is not required as a condition of obtaining credit, unless there is such a requirement		✓		CFPB Bulletin 2012-06
Consent Order In the Matter of Capital One Bank, (USA) N.A. July 18, 2012	Credit Card / Ancillary Products	Representing to consumers that certain products (Payment Protection and Credit Monitoring) were not optional products but were free, normal benefits associated with cardholder's account		✓		Stipulation and Consent Order, In re Capital One Bank, (USA) N.A., Docket No. 2012-CFPB-0001 (July 18, 2012)
Consent Order In the Matter of Capital One Bank, (USA) N.A. July 18, 2012	Credit Card / Ancillary Products	Representing to consumers that certain products (Payment Protection and Credit Monitoring) had no eligibility requirements when, in fact, product required employment for eligibility		✓		Stipulation and Consent Order, In re Capital One Bank, (USA) N.A., Docket No. 2012-CFPB-0001 (July 18, 2012)
Consent Order In the Matter of JPMorgan Chase Bank, N.A.; and Chase Bank USA, N.A. September 19, 2013	Credit Card / Ancillary Products	Accepting monthly payments while failing to provide credit monitoring services paid for by consumer	✓			Consent Order, In re JPMorgan Chase Bank, Docket No. 2013-CFPB-0007 (Sept. 19, 2013)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card/ Ancillary Products	Misrepresenting to consumers in introductory statements contained in telemarketing scripts that “payment protection” product or “identity theft protection” product was free “benefit” rather than fee-paid program		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card/ Ancillary Products	Misrepresenting to consumers in introductory statements contained in telemarketing scripts that the bank was placing a “courtesy call” when in fact the bank was placing an outbound sales call		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card/ Ancillary Products	Omitting in telemarketing scripts material fact that enrollment or membership in “payment protection” or “identity theft” product constituted agreement to purchase the product(s)		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card/ Ancillary Products	Soliciting, in telemarketing scripts, consumer's interest in “enrolling” in “payment protection” or “identity theft” product before providing the product's price or material terms and conditions		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card / Ancillary Products	Suggesting rebuttal responses in telemarketing scripts that imply that accountholder could comparison shop by reviewing comprehensive list of “payment protection” or “identity theft” product terms and conditions before accountholder was enrolled in product program; however, accountholders were required to first purchase product before receiving comprehensive list of product terms and conditions		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card / Ancillary Products	Speaking more rapidly during mandatory disclosure portion of sales call that included statement of product's price and some material terms and conditions of the product		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card / Ancillary Products	Failing to disclose material terms and conditions of “payment protection” product in telemarketing scripts		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card / Ancillary Products	Telemarketing calls using scripts and quick speech that downplay disclosure of key terms regarding prices and terms of add-on products		✓		Joint Consent Order, Inre Discover Bank, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Discover Bank September 24, 2012	Credit Card / Ancillary Products	Stating in telemarketing scripts that consumer would receive a letter describing "payment protection" product's material terms and conditions before an account holder was required to pay for the product, but sending this letter only after account holder had been enrolled in the product		✓		Joint Consent Order, <i>In re Discover Bank</i>, Docket No. FDIC-11-548b, et al. (Sept. 24, 2012)
Consent Order In the Matter of GE Capital Retail Bank; Care Credit LLC December 10, 2013	Credit Card / Ancillary Products	Failure to ensure that material disseminated by service provider was capable of counteracting erroneous information given to consumers about credit card pricing and terms	✓			Consent Order, <i>In re GE Capital Retail Bank, et al.</i>, Docket No. 2013-CFPB-0009 (Dec. 10, 2013)
Consent Order In the Matter of GE Capital Retail Bank; Care Credit LLC December 10, 2013	Credit Card / Ancillary Products	Misrepresenting and omitting material facts about deferred-interest credit card pricing and terms (likely to mislead consumers)		✓		Consent Order, <i>In re GE Capital Retail Bank, et al.</i>, Docket No. 2013-CFPB-0009 (Dec. 10, 2013)
Consent Orders In the Matter of American Express Centurion Bank; In the Matter of American Express Bank, FSB; In the Matter of American Express Travel Related Services Company, Inc. December 24, 2013	Credit Card / Ancillary Products	Implying that payment protection benefits would last up to 24 months when only 2 of 13 qualifying events had benefit period of 24 months		✓		Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013) Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013) Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card/ Ancillary Products	Representing that there would be no fee if account balance was paid off without disclosing that the account balance had to be paid off before the end of the billing cycle		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>
<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card/ Ancillary Products	Disclosing on telemarketing calls that there would be no fee for balances under \$100 when the fee for payment protection benefit was .85% of cardholder's balance		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013, (Dec. 24, 2013)</p>

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<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Failing to disclose at outset of telemarketing call that the payment protection product was optional and not required for activation or use of account holder's credit card account		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>
<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Failing to ensure that cardholder enrolled in "lost wallet" product benefit based on telemarketing calls conducted in Spanish understood the terms of the product (because written disclosures were provided in English)	✓			<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>
<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Representing that payment protection product would improve or maintain cardholder's credit score		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>

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<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Representing that benefit payment amount would cover card member's minimum payment due when it frequently did not		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011, (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013, (Dec. 24, 2013)</p>
<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Implying that the payment protection benefit would be immediately available when benefits actually were contingent on a claims process		✓		<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>

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<p>Consent Orders</p> <p>In the Matter of American Express Centurion Bank;</p> <p>In the Matter of American Express Bank, FSB;</p> <p>In the Matter of American Express Travel Related Services Company, Inc.</p> <p>December 24, 2013</p>	Credit Card / Ancillary Products	Using two-step enrollment process whereby consumer was billed upon enrollment but the consumer was not informed that full benefit of product (ID Protection) would not be available until consumer provided additional information	✓			<p>Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2013-CFPB-0011 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Bank</i>, Docket No. 2013-CFPB-0012 (Dec. 24, 2013)</p> <p>Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2013-CFPB-0013 (Dec. 24, 2013)</p>
<p>Consent Order</p> <p>In the Matter of Bank of America, N.A.; FIA Card Services, N.A.</p> <p>April 9, 2014</p>	Credit Card / Ancillary Products	Representing that customers were only consenting to receive additional information about “credit protection” product when they were also being enrolled in the product and were actually purchasing the product		✓		<p>Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)</p>
<p>Consent Order</p> <p>In the Matter of Bank of America, N.A.; FIA Card Services, N.A.</p> <p>April 9, 2014</p>	Credit Card / Ancillary Products	Billing customers full fee for “identity protection” product even though customer had not yet provided required authorization for customer to receive product's full credit monitoring and/or credit report retrieval services	✓			<p>Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)</p>

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Consent Order In the Matter of Bank of America, N.A.; FIA Card Services, N.A. April 9, 2014	Credit Card/ Ancillary Products	Informing some customers that the first 30 days of “credit protection” coverage would be free, when enrolled customers were agreeing to purchase coverage and incurring charges unless the customers cancelled within the 30-day review period		✓		Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)
Consent Order In the Matter of Bank of America, N.A.; FIA Card Services, N.A. April 9, 2014	Credit Card/ Ancillary Products	Representing to some customers that additional steps were required to enroll in or purchase the product before the product was activated		✓		Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)
Consent Order In the Matter of Bank of America, N.A.; FIA Card Services, N.A. April 9, 2014	Credit Card/ Ancillary Products	Misrepresenting that customers could receive benefits for duration longer than permitted under the terms and conditions of “credit protection” product		✓		Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)
Consent Order In the Matter of Bank of America, N.A.; FIA Card Services, N.A. April 9, 2014	Credit Card/ Ancillary Products	Misrepresenting that customers were to be entitled to an “up to \$25,000 death benefit” by enrolling in a “credit protection” product when enrollment did not entitle customers or their survivors to \$25,000 upon death but instead permitted customers to cancel the amount owed on the decedent customer's account up to \$25,000		✓		Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)

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Consent Order In the Matter of Bank of America, N.A.; FIA Card Services, N.A. April 9, 2014	Credit Card/ Ancillary Products	Misrepresenting to customers that the benefits covered by the “credit protection” product were automatic upon notice of a “qualifying event” when, in fact, the programs required a benefit request submission and approval process		✓		Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)
Consent Order In the Matter of Synchrony Bank, f/k/a GE Capital Retail Bank June 16, 2014	Credit Card/ Ancillary Products	Enrolling cardholders in add-on products or services via a service-to-sales channel without adequately informing the cardholders that they were purchasing the add-on product(s) or service(s)		✓		Consent Order, <i>In re Synchrony Bank</i>, Docket No. 2014-CFPB-0007 (June 19, 2014)
Consent Order In the Matter of Synchrony Bank, f/k/a GE Capital Retail Bank June 16, 2014	Credit Card/ Ancillary Products	Misrepresenting to cardholders the costs of add-on products by suggesting that cardholders could avoid a fee by paying their balance in full before the monthly due date when, in fact, avoidance of the fee required the cardholder to pay the balance in full prior to the statement’s issuance		✓		Consent Order, <i>In re Synchrony Bank</i>, Docket No. 2014-CFPB-0007 (June 19, 2014)
Consent Order In the Matter of Synchrony Bank, f/k/a GE Capital Retail Bank June 16, 2014	Credit Card/ Ancillary Products	Failing to inform cardholders, who had disclosed information suggesting that they would be ineligible for one or more benefits of an add-on product or service, that the cardholders would not be eligible for one or more of the benefits of the add-on product or service		✓		Consent Order, <i>In re Synchrony Bank</i>, Docket No. 2014-CFPB-0007 (June 19, 2014)

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Consent Order In the Matter of Synchrony Bank, f/k/a GE Capital Retail Bank June 16, 2014	Credit Card / Ancillary Products	Representing, as part of an introductory call, that customer service representatives were attempting to handle ministerial tasks related to a cardholder's accounts when, in fact, cardholders were being enrolled in an optional fee-based product		✓		Consent Order, In re Synchrony Bank, Docket No. 2014-CFPB-0007 (June 19, 2014)
Consent Order In the Matter of Synchrony Bank, f/k/a GE Capital Retail Bank June 16, 2014	Credit Card / Ancillary Products	Misrepresenting the availability of add-on products by representing them as "limited time" offers		✓		Consent Order, In re Synchrony Bank, Docket No. 2014-CFPB-0007 (June 19, 2014)
Consent Order In the Matter of U.S. Bank, N.A. September 25, 2014	Credit Card / Ancillary Products	Billing customers full fees for "identity protection" products even when the customer was not receiving all of the credit monitoring or credit report retrieval benefits of the products	✓			Consent Order, In re U.S. Bank National Ass'n, Docket No. 2014-CFPB-0013 (Sept. 25, 2014)
Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card / Ancillary Products	Misrepresenting that credit scores provided with credit monitoring service came from one or all of the three major reporting agencies		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)
Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card / Ancillary Products	Stating that identity theft insurance benefit covered any or all expenses caused by identity theft without disclosing material limitations		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)
Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card / Ancillary Products	Stating that identity theft insurance benefit covered specific related expenses, such as legal fees, court costs, and lost wages, without disclosing material limitations		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)

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Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card/ Ancillary Products	Misrepresenting scope of coverage for identity theft insurance in retention calls		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)
Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card/ Ancillary Products	Misrepresenting that the Credit Information Hotline benefit would improve the consumer's credit score by directly removing inaccurate information from the consumer's credit report		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)
Complaint CFPB v. Affinion Grp. Holdings, Inc. July 1, 2015	Credit Card/ Ancillary Products	Promoting the fraud liability protection benefit for unauthorized use of debit or credit cards without disclosing potential liability for such unauthorized use was much less than suggested by Affinion		✓		Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015)
Complaint CFPB v. Affinion Grp. Holdings, Inc. CFPB v. Intersections Inc. July 1, 2015	Credit Card/ Ancillary Products	Billing consumers full price for credit monitoring products when the vendors had not received written consent from the consumer, and therefore were unable to provide full product benefits	✓			Complaint, Consumer Financial Protection Bureau v. Affinion Grp. Holdings, Inc., No. 5:15-cv-01005 (D. Conn. July 1, 2015) Complaint, Consumer Financial Protection Bureau v. Intersections, Inc., No. 1:15-cv-0835 (E.D. Va. July 1, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card/ Ancillary Products	Misrepresenting the costs of add-on products by telling cardholders they could avoid a fee by paying their balance in full before the monthly due date when avoidance of the fee requires the cardholder to pay the balance in full prior to the statement's issuance		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)

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Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Misrepresenting the trial period as “free” when consumers who did not cancel the product within the 30-day trial period were charged for coverage during that time		✓		Consent Order, In the Matter of Citibank, N.A.; Dep’t Nat’l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Failing to inform some cardholders who had disclosed information that indicated that they would be ineligible for certain benefits about their likely ineligibility		✓		Consent Order, In the Matter of Citibank, N.A.; Dep’t Nat’l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Misrepresenting that the product provided a fraud alert service at the transaction level when it actually provided alerts of changes in the member’s credit file maintained by the major credit reporting agencies		✓		Consent Order, In the Matter of Citibank, N.A.; Dep’t Nat’l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Misrepresenting that credit scores provided with credit monitoring service came from one or all of the three major reporting agencies		✓		Consent Order, In the Matter of Citibank, N.A.; Dep’t Nat’l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)

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Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Omitting that there would be a reoccurring charge if the cardholder did not cancel when some cardholders expressed an incorrect belief that they could enroll for 30 days for \$1 without further obligation		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Encouraging agents to go off script with material misrepresentations on calls that would not be reviewed by quality assurance service provider		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Billing consumers full price for credit monitoring products when the vendors had not received written consent from the consumer, and therefore were unable to provide full product benefits	✓			Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Inadequate disclosure that consumers applying for credit cards at point-of-sale terminals had also purchased debt protection product		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)

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Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Failing to disclose material terms of debt protection product before enrollment at point-of-sale		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Using pin-pad sequence that conflated completion of credit application and debt protection product sign-up		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Using ambiguous text on pin-pad offer screens that could lead consumers to believe they were acknowledging receipt of product literature instead of enrolling		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Failing to ensure in-store retail associates consistently provided terms and conditions before conclusion of pin-pad enrollment process		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>

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Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Misrepresenting scope of benefits of scaled-down product in retention calls		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Ancillary Products	Misrepresenting scope of identity theft insurance coverage in retention calls		✓		Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Representing that customers were consenting to receive additional information about debt protection product when they were also being enrolled in and purchasing the product		✓		Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting that consumers were being offered a risk-free trial of debt protection product when they actually were being offered an optional product with reoccurring charges		✓		Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Obtaining permission to enroll by requesting cardholders verify their "participation" in the "debt protection" product by verifying their date of birth		✓		Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)

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Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting, by providing an acknowledgement form, that the cardholder was not enrolled in the product until the form was signed and returned, when in fact the cardholder had completed enrollment on the phone and would remain enrolled regardless of whether the form was returned		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Failing to inform some cardholders who had disclosed information that indicated that they would be ineligible for certain benefits about their likely ineligibility		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Failing to inform cardholders that the death benefit did not apply to cardholders over the age of 70		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting the scope of coverage by telling consumers that the product covered certain qualifying events that were excluded under the product's terms and conditions		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting that the product's benefits began immediately when cardholder had to activate the benefit after 90 days of enrollment		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting the terms, benefits, and price of the enhanced product by sending enrolled cardholders the non-enhanced welcome kit		✓		<u>Consent Order, In the Matter of Fifth Third Bank, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)</u>

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			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Fifth Third Bank September 28, 2015	Credit Card / Ancillary Products	Misrepresenting the costs of add-on products by telling cardholders that if they did not carry a balance, they could avoid a fee when the cardholder was required to pay the balance in full prior to the statement's issuance to avoid the fee		✓		Consent Order, <i>In the Matter of Fifth Third Bank</i>, Docket No. 2015-CFPB-0025 (Sept. 28, 2015)
Consent Orders In the Matter of American Express Centurion Bank In the Matter of American Express Bank FSB In the Matter of American Express Travel Related Services October 1, 2012	Credit Card / Debt Collection	Telling consumers that if old debt was paid off, payment would be reported to credit bureaus and could improve their credit scores when many of the debts had aged off the consumers' credit reports		✓		Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2012-CFPB-0002 (Oct. 01, 2012) Consent Order, <i>In re American Express Bank</i>, Docket No. 2012-CFPB-0003 (Oct. 01, 2012) Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2012-CFPB-0004 (Oct. 01, 2012)
Consent Orders In the Matter of American Express Centurion Bank In the Matter of American Express Bank FSB In the Matter of American Express Travel Related Services October 1, 2012	Credit Card / Debt Collection	After entering into a debt settlement agreement with consumer, stating that consumer's remaining debt would be "waived" or "forgiven" without prominently disclosing that consumer must pay full debt balance before the bank would process any future credit card application		✓		Consent Order, <i>In re American Express Centurion Bank</i>, Docket No. 2012-CFPB-0002 (Oct. 01, 2012) Consent Order, <i>In re American Express Bank</i>, Docket No. 2012-CFPB-0003 (Oct. 01, 2012) Consent Order, <i>In re American Express Travel Related Services Co.</i>, Docket No. 2012-CFPB-0004 (Oct. 01, 2012)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc. July 8, 2015	Credit Card / Debt Collection	Selling credit card accounts to debt collectors that the Bank knew or should have known were either unenforceable or had inadequate or inaccurate information to support the claims that the consumers owed the debts and/or the amounts stated	✓			<u>Consent Order, In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc., Docket No. 2015-CFPB-0013 (July 8, 2015)</u>
Consent Order In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc. July 8, 2015	Credit Card / Debt Collection	Knowingly or recklessly providing substantial assistance for the deceptive acts of debt collectors who purchased and then tried to collect the unsubstantiated, inaccurate, and/or unenforceable debts originated by the debt seller defendant		✓		<u>Consent Order, In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc., Docket No. 2015-CFPB-0013 (July 8, 2015)</u>
Consent Order In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc. July 8, 2015	Credit Card / Debt Collection	Robo-signing sworn statements to support collection actions	✓	✓		<u>Consent Order, In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc., Docket No. 2015-CFPB-0013 (July 8, 2015)</u>

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			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc. July 8, 2015	Credit Card / Debt Collection	Failing to notify courts and consumers once the Bank learned that some or all of the evidentiary support for judgments was based on documents that were falsely sworn	✓			<u>Consent Order, In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc., Docket No. 2015-CFPB-0013 (July 8, 2015)</u>
Consent Order In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc. July 8, 2015	Credit Card / Debt Collection	Failing to immediately address the approximately 9% of judgments that incorporated alleged miscalculation of amount owed	✓			<u>Consent Order, In the Matter of Chase Bank, USA N.A. and Chase Bankcard Servs., Inc., Docket No. 2015-CFPB-0013 (July 8, 2015)</u>
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Debt Collection	Misrepresenting purpose and benefits of expedited payment fee		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>

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			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Debt Collection	Suggesting customers pay by phone and setting payment posting date to trigger fee		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>
Consent Order In the Matter of Citibank, N.A.; Department National Bank; and Citicorp Credit Services, Inc. (USA) July 21, 2015	Credit Card / Debt Collection	Charging expedited payment posting fee even though it was "almost never" in the consumer's interest to ensure same-day posting		✓		<u>Consent Order, In the Matter of Citibank, N.A.; Dep't Nat'l Bank; and Citicorp Credit Servs., Inc. (USA), Docket No. 2015-CFPB-0015 (July 21, 2015)</u>
Complaint CFPB v. PayPal, Inc. and BillMe Later, Inc. May 19, 2015	Credit Product	Enrolling consumers in credit product without the consumers' consent or authorization	✓			<u>Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)</u>
Complaint CFPB v. PayPal, Inc. and BillMe Later, Inc. May 19, 2015	Credit Product	Processing payments through a different payment method than the consumer had selected	✓			<u>Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)</u>

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Failing to accept, process, or timely post consumer payments	✓			Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Misrepresenting that consumers would receive the benefit of promotional offers		✓		Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Providing little information to consumers about how it allocated payments to and among standard and deferred-interest balances and not explaining that the practice was to apply amounts in excess of minimum payments proportional to promotional balances			✓	Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Unavailability of customer service representatives to process requests to allocate payments to specific balances			✓	Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Ignoring specific allocation requests or allocating payments differently than the consumers requested			✓	Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
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Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Failing to adequately address billing disputes	✓			Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Complaint CFPB v. PayPal, Inc. and Bill Me Later, Inc. May 19, 2015	Credit Product	Having insufficient customer service representatives to address billing disputes		✓		Complaint, Consumer Financial Protection Bureau v. PayPal, Inc. and Bill Me Later, Inc., No. 1:15-cv-01426-RDB (D. Md. May 19, 2015)
Consent Order In the Matter of Springstone Financial, LLC August 19, 2015	Credit Product	Misrepresenting a deferred-interest loan product as a “no-interest” loan		✓		Consent Order, In the Matter of Springstone Financial, LLC, Docket No. 2015-CFPB-0021 (August 19, 2015)
Consent Order In the Matter of Springstone Financial, LLC August 19, 2015	Credit Product	Failing to inform consumers that the deferred-interest loan product would accrue interest at a certain rate from the date of purchase if the balance was not paid before the end of the promotional period		✓		Consent Order, In the Matter of Springstone Financial, LLC, Docket No. 2015-CFPB-0021 (August 19, 2015)
Consent Order In the Matter of First Investors Financial Services Group, Inc. August 8, 2014	Credit Reporting	Stating that lender would only report accurate credit information and would correct errors promptly when lender knew flaws in its computer system caused inaccurate reporting and lender did not promptly correct its inaccurate reporting		✓		Consent Order, In re First Investors Financial Services Group, Inc., Docket No. 2014-CFPB-0012 (Aug. 8, 2014)
Complaint CFPB v. Collecto, Inc. d/b/a EOSCCA December 7, 2015	Credit Reporting	Misrepresenting to consumers and consumer reporting agencies that consumers owed debts without reasonable basis to believe debts were owed		✓		Complaint, CFPB v. Collecto, Inc. d/b/a EOSCCA, No. 1:15-cv-14024 (D. Mass. Dec. 7, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. Collecto, Inc. d/b/a EOSCCA December 7, 2015	Credit Reporting / Debt Collection	Collecting on debts that consumers challenged without reasonable basis to believe debts were owed		✓		Complaint, CFPB v. Collecto, Inc. d/b/a EOS CCA, No. 1:15-cv-14024 (D. Mass. Dec. 7, 2015)
CFPB Bulletin 2013-07 July 10, 2013	Debt Collection	Taking possession of property without the legal right to do so	✓		✓	CFPB Bulletin 2013-07
CFPB Bulletin 2013-07 July 10, 2013	Debt Collection	Falsely representing the character, amount, or legal status of the debt		✓		CFPB Bulletin 2013-07
CFPB Bulletin 2013-07 July 10, 2013	Debt Collection	Misrepresenting that a debt collection communication is from an attorney		✓		CFPB Bulletin 2013-07
CFPB Bulletin 2013-07 July 10, 2013	Debt Collection	Threatening any action that is not intended or that the covered person or service provider does not have the authorization to pursue, including false threats of lawsuits, arrest, prosecution, or imprisonment for non-payment of a debt	✓	✓	✓	CFPB Bulletin 2013-07
CFPB Bulletin 2013-08 July 10, 2013	Debt Collection	Representing that payments on obsolete debts will result in the removal of information about the debt from the consumer's credit report		✓		CFPB Bulletin 2013-08
CFPB Bulletin 2013-08 July 10, 2013	Debt Collection	Representing that debt payments will be reflected on a consumer's credit report when debt owner or third-party debt collector does not furnish payment information to credit reporting agencies		✓		CFPB Bulletin 2013-08

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CFPB Bulletin 2013-08 July 10, 2013	Debt Collection	Representing that paying debts in collection will improve a consumer's credit score when such payments may not improve the credit score of the consumer to whom the representation is made		✓		CFPB Bulletin 2013-08
CFPB Bulletin 2013-08 July 10, 2013	Debt Collection	Representing that paying debts in collection will improve creditworthiness or enhance the likelihood that a consumer will subsequently receive credit from a lender when potential lenders use a variety of sources of information to assess creditworthiness		✓		CFPB Bulletin 2013-08
CFPB Complaint In the Matter of Frederick J. Hanna & Associates, P.C. et al. July 14, 2014	Debt Collection	Using affidavits in which affiants represented that they had personal knowledge of the validity and ownership of debts when, in fact, the affidavit filer knew or should have known that the affiants lacked personal knowledge		✓		Complaint, Consumer Financial Protection Bureau v. Frederick J. Hanna & Associates, P.C. et al. No. 1:14-cv-02211-AT-WEJ (N.D. Ga. July 14, 2014) Final Judgment and Order, Consumer Financial Protection Bureau v. Frederick J. Hanna & Associates, P.C. et al. No. 1:14-cv-02211-AT-WEJ (N.D. Ga. Dec. 28, 2015)
CFPB Supervisory Highlights, Winter 2015 March 11, 2015	Debt Collection	Misrepresenting that borrowers could adjust or cancel recurring ACH payment with only 24 hours' notice when a minimum of 72 hours was required		✓		CFPB Supervisory Highlights, Winter 2015

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Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Misrepresenting that the consumer committed a crime that the debt collectors were authorized to prosecute		✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions. No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Misrepresenting that consumers owed a debt that the debt collectors had authority to collect		✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions. No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Misrepresenting that consumers had a legal obligation to pay debts		✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions. No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Misrepresenting that debt collectors had authority to take, and would take, legal action against consumers, including arrest, due to non-payment of debt		✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions. No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Causing consumers' bank accounts to be debited without consumers' consent, or by using threats and harassment to obtain consumers' purported consent	✓			Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions. No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)

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			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection	Against individuals – providing substantial assistance to unlawful conduct of debt collector by purchasing debt & leads, providing skip tracing, phone lines, and broadcasting services, leasing office space, providing access to payment processing services, hiring/paying debt collectors	✓	✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions, No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. National Corrective Group, Inc. et al. March 30, 2015	Debt Collection	Misrepresenting that debt collection communications to consumers were from an attorney		✓		Complaint, Consumer Financial Protection Bureau v. Nat'l Corrective Grp., Inc. et al. (D. Md. Mar. 30, 2015)
Complaint CFPB v. National Corrective Group, Inc. et al. March 30, 2015	Debt Collection	Misrepresenting that the non-payment of a debt will result in arrest or imprisonment		✓		Complaint, Consumer Financial Protection Bureau v. Nat'l Corrective Grp., Inc. et al. (D. Md. Mar. 30, 2015)
Complaint CFPB v. National Corrective Group, Inc. et al. March 30, 2015	Debt Collection	Representing that legal action would be taken against the consumer for non-payment of debt when the collector either could not take legal action or did not intend to take such action		✓		Complaint, Consumer Financial Protection Bureau v. Nat'l Corrective Grp., Inc. et al. (D. Md. Mar. 30, 2015)
Complaint CFPB v. National Corrective Group, Inc. et al. March 30, 2015	Debt Collection	Misrepresenting that the written communications in connection with debt collection were from an official or agency of the state		✓		Complaint, Consumer Financial Protection Bureau v. Nat'l Corrective Grp., Inc. et al. (D. Md. Mar. 30, 2015)
Complaint CFPB v. National Corrective Group, Inc. et al. March 30, 2015	Debt Collection	Misrepresenting, directly or indirectly, that consumers had to enroll in and pay for a financial accountability class as part of the diversion program to avoid criminal prosecution		✓		Complaint, Consumer Financial Protection Bureau v. Nat'l Corrective Grp., Inc. et al. (D. Md. Mar. 30, 2015)

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<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>In the Matter of Encore Capital Group, Inc. et al.</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting that debt collector had a reasonable basis for asserting the consumer owed a certain amount when the collector failed to validate the debt, and there was reason to doubt the validity either because the consumer disputed the debt or based on past performance of the portfolio		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p> <p>Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)</p>
<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>In the Matter of Encore Capital Group, Inc. et al.</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting either in litigation or in threats of litigation that the collector intended to prove its claims if contested		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p> <p>Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)</p>
<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>In the Matter of Encore Capital Group, Inc. et al.</p> <p>September 9, 2015</p>	Debt Collection	Using affidavits in which affiants represented that they had reviewed account-level detail and that documentation attached to the affidavit was customer specific when, in fact, the affidavit filer knew or should have known that the affiants lacked personal knowledge and that the documents were not customer specific		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p> <p>Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)</p>

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<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>In the Matter of Encore Capital Group, Inc. et al.</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting that consumers had a legal obligation to pay debts		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p> <p>Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)</p>
<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting that an attorney had reviewed the debt or that a collector was calling on an attorney's behalf		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p>
<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting that litigation was imminent when the collector had not yet decided whether to file suit		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p>
<p>Consent Orders</p> <p>In the Matter of Portfolio Recovery Associates, LLC</p> <p>September 9, 2015</p>	Debt Collection	Misrepresenting that consumers could not stop collection calls to their cell phones before 9 am local time unless they consented to receiving computer dialing system calls on their cell phones		✓		<p>Consent Order, In the Matter of Portfolio Recovery Associates, LLC, Docket No. 2015-CFPB-0023 (Sept. 9, 2015)</p>

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Consent Order In the Matter of Encore Capital Group, Inc. et al. September 9, 2015	Debt Collection	Misrepresenting that if the consumer did not dispute the debt in writing within a certain amount of time, the burden of proof would shift to the consumer to disprove the debt in litigation, and making the same representation in affidavits to the court		✓		Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)
Consent Order In the Matter of Encore Capital Group, Inc. et al. September 9, 2015	Debt Collection	Making an excessive number of collection calls at times the collector knew or should have known would be inconvenient	✓			Consent Order, In the Matter of Encore Capital Group, Inc. et al., Docket No. 2015-CFPB-0022 (Sept. 9, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Visiting consumers at work and at home, even when they were able to talk to consumers by phone, and discussing the consumers' debt with third parties despite policies prohibiting such discussion	✓			Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Requiring potential borrowers to list addresses and phone numbers for references (including employers) without disclosing that these individuals would be contacted in connection with debt collection efforts and told of the consumers' debt	✓			Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Contacting borrowers at work after being told that consumers were not allowed to receive calls at work	✓			Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)

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Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Failing to adequately disclose its policy of attempting three consecutive ACH withdrawals after the initial ACH withdrawal failed, often resulting in multiple bank fees for insufficient funds	✓			Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Misrepresenting to borrowers that their accounts would be put in “legal status” or referred to the legal department, or that the account would incur legal fees if the borrower failed to pay past due amount		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Misrepresenting to borrowers that the only way to stop the ACH debiting was to make a payment or set up a payment plan		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Misrepresenting to borrowers that the only way to stop collection calls was to make a payment or set up a payment plan		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Misrepresenting that electronic fund transfer would not initiate until the day after the payment was due when it was, in fact, initiated very early in the morning on the payment due date		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Debt Collection	Misrepresenting that consumers were not permitted to repay their multi-payment installment loans early without penalty		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)

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Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection / Payment Processing	Failing to conduct reasonable due diligence to detect unlawful conduct of debt collectors, approving merchant applications that contained indicia of fraud, and ignoring warnings from industry and consumers that the payment processors' debt collector clients were engaged in fraud	✓			Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions, No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection / Payment Processing	Providing substantial assistance to debt collectors' unfair or deceptive conduct by approving merchant applications replete with indicia of fraud and ignoring industry warnings of same	✓	✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions, No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection / Telephone Broadcast Services	Broadcasting threatening collection messages to consumers on behalf of debt collectors	✓			Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions, No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)
Complaint CFPB v. Universal Debt and Payment Solutions March 26, 2015	Debt Collection / Telephone Broadcast Services	Providing substantial assistance to unfair and deceptive acts of debt collector by broadcasting message it knew or should have known was unfair or deceptive and materially contributing to unlawful debt collection	✓	✓		Complaint, Consumer Financial Protection Bureau v. Universal Debt and Payment Solutions, No. 1:15-cv-00859 (N.D. Ga. Mar. 26, 2015)

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CFPB Complaint In the Matter of Mission Settlement Agency and Michael Levitis May 7, 2013	Debt Settlement/ Debt Relief	Concealing that creditors will not be paid by the time that consumers expect or may not be paid at all despite promising consumers that their unsecured debt would be settled typically for 55% of their outstanding credit card balances	✓			<u>Complaint, Consumer Financial Protection Bureau v. Mission Settlement Agency LLC, et al., No. 1:13-cv-3064 (S.D. N.Y. May 7, 2013)</u>
CFPB Complaint In the Matter of Mission Settlement Agency and Michael Levitis May 7, 2013	Debt Settlement/ Debt Relief	Representing that the debt-relief program was affiliated with the government and that the company did not charge advance fees for debt-relief services when, in fact, both representations were material and false and were likely to mislead a reasonable consumer		✓		<u>Complaint, Consumer Financial Protection Bureau v. Mission Settlement Agency LLC, et al., No. 1:13-cv-3064 (S.D. N.Y. May 7, 2013)</u>
CFPB Complaint In the Matter of Mission Settlement Agency and Michael Levitis May 7, 2013	Debt Settlement/ Debt Relief	Charging large debt-relief services fees often without settling debts despite promising consumers that their unsecured debt would be settled typically for 55% of their outstanding credit card balances	✓			<u>Complaint, Consumer Financial Protection Bureau v. Mission Settlement Agency LLC, et al., No. 1:13-cv-3064 (S.D. N.Y. May 7, 2013)</u>
CFPB Complaint In the Matter of Mission Settlement Agency and Michael Levitis May 7, 2013	Debt Settlement/ Debt Relief	Leaving consumers in worse financial position than before they enrolled in a company's debt-relief program despite promising consumers that their unsecured debt would be settled typically for 55% of their outstanding credit card balances	✓			<u>Complaint, Consumer Financial Protection Bureau v. Mission Settlement Agency LLC, et al., No. 1:13-cv-3064 (S.D. N.Y. May 7, 2013)</u>

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Stipulated Judgment In the Matter of American Debt Settlement Solutions, Inc. and Michael DiPanni June 7, 2013	Debt Settlement/ Debt Relief	Representing that customer's debt likely would be renegotiated, settled, reduced, or otherwise altered within first three to six months after consumer enrolled in a debt-relief program when, in fact, it was unlikely to occur		✓		<u>Stip. Judgment, Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni, No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013)</u>
Stipulated Judgment In the Matter of American Debt Settlement Solutions, Inc. and Michael DiPanni June 7, 2013	Debt Settlement/ Debt Relief	Failure to disclose material restrictions, limitations, or conditions that it was nearly impossible to renegotiate, settle, reduce, or otherwise alter the terms of debt under \$700		✓		<u>Stip. Judgment, Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni, No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013)</u>
Stipulated Judgment In the Matter of American Debt Settlement Solutions, Inc. and Michael DiPanni June 7, 2013	Debt Settlement/ Debt Relief	Representing that customer's debt likely would be renegotiated, settled, reduced, or otherwise altered when, in fact, it was unlikely to occur		✓		<u>Stip. Judgment, Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni, No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013)</u>
Stipulated Judgment In the Matter of American Debt Settlement Solutions, Inc. and Michael DiPanni June 7, 2013	Debt Settlement/ Debt Relief	Knowingly enrolling consumers into debt-relief program whose financial conditions made it highly unlikely that such consumers could complete the program		✓	✓	<u>Stip. Judgment, Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni, No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013)</u>

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
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Stipulated Judgment In the Matter of American Debt Settlement Solutions, Inc. and Michael DiPanni June 7, 2013	Debt Settlement/ Debt Relief	Collecting fees from consumers who had inadequate income to complete their debt-settlement program			✓	Stip. Judgment, Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni, No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013)
CFPB Complaint In the Matter of Morgan Drexen, Inc. and Walter Ledda August 20, 2013	Debt Settlement/ Debt Relief	Representing in advertisements that consumers who enroll in debt relief program will be debt free within months (i.e., less than a year) of enrolling in the program when, in fact and in numerous instances, consumers do not become debt free within months of enrolling in the debt relief program		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Morgan Drexen, Inc. and Water Ledda, No. 13-1267 (C.D. Cal. Aug. 20, 2013)
CFPB Complaint In the Matter of Morgan Drexen, Inc. and Walter Ledda August 20, 2013	Debt Settlement/ Debt Relief	Requiring consumers to place up-front fee payments in accounts and failing to hold these payments in trust			✓	Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Morgan Drexen, Inc. and Water Ledda, No. 13-1267 (C.D. Cal. Aug. 20, 2013)
CFPB Complaint In the Matter of Morgan Drexen, Inc. and Walter Ledda August 20, 2013	Debt Settlement/ Debt Relief	Representing that consumers are not charged advance fees for debt relief services when, in fact, consumers are charged advanced fees for debt relief services		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Morgan Drexen, Inc. and Water Ledda, No. 13-1267 (C.D. Cal. Aug. 20, 2013)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. Orion Processing, LLC et al. August 17, 2015	Debt Settlement/ Debt Relief	Misrepresenting that the consumers who enroll in the debt relief program will be represented by an attorney and/or that their debt relief would be negotiated by an attorney		✓		Complaint, CFPB v. Orion Processing, LLC et al., Docket No. 1:15-cv-23070 (S.D. Fla. Aug. 17, 2015)
CFPB Exam Manual 2.0 October 31, 2012	Deposit and Payment Processing	Processing payments for companies engaged in fraudulent activities	✓			CFPB Exam Manual (In re Wachovia Bank, N.A., OCC Enforcement Action, 2010)
Consent Order In the Matter of Manufacturers and Traders Trust Company October 9, 2014	Deposit Account	Representing that consumers with “free” checking accounts would not pay a monthly maintenance fee while failing to disclose the minimum activity required for free checking, as well as the automatic conversion of a maintenance fee-free checking account to a maintenance-fee checking account after 90 days of account inactivity		✓		Consent Order, In re Manufacturers and Traders Trust Company, Docket No. 2014-CFPB-0016 (Oct. 9, 2014)
CFPB Supervisory Highlights, Winter 2015 March 11, 2015	Deposit Account	Failing to adequately disclose change from a ledger-balance method to an available-balance method used to determine whether to authorize debit transactions		✓		CFPB Supervisory Highlights, Winter 2015
CFPB Supervisory Highlights, Winter 2015 March 11, 2015	Deposit Account	Charging overdraft fees after authorizing an electronic transaction, when the settlement of another unrelated transaction put the account into overdraft status before the authorized electronic transaction settled, and failing to adequately disclose the process	✓	✓		CFPB Supervisory Highlights, Winter 2015

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Regions Bank April 28, 2015	Deposit Account	Misrepresenting that consumers would not be assessed overdraft fees in connection with ATM or one-time debit card transactions unless they opted-in, but then assessing fees on consumers who had Linked Coverage (where two accounts were linked) and had not opted in		✓		<u>Consent Order, In the Matter of Regions Bank, Docket No. 2015-CFPB-0009 (Apr. 28, 2015)</u>
Consent Order In the Matter of Regions Bank April 28, 2015	Deposit Account	Misrepresenting that consumers would not be assessed overdraft fees in connection with small dollar line of credit repayments when in fact, due to a programming glitch, overdraft fees were assessed		✓		<u>Consent Order, In the Matter of Regions Bank, Docket No. 2015-CFPB-0009 (Apr. 28, 2015)</u>
Consent Order In the Matter of RBS Citizens Financial Group, Inc., RBS Citizens, N.A., and Citizens Bank of Pennsylvania August 12, 2015	Deposit Account	Failing to resolve discrepancies between amounts on deposit slips and actual amounts deposited when the discrepancy was under a certain threshold and crediting customers' accounts for the amount written on the deposit slip when the actual amount deposited was more than was stated	✓			<u>Consent Order, In the Matter of RBS Citizens Fin. Grp., Inc., RBS Citizens, N.A., and Citizens Bank of Pennsylvania, Docket No. 2015-CFPB-0020 (Aug. 12, 2015)</u>
Consent Order In the Matter of RBS Citizens Financial Group, Inc., RBS Citizens, N.A., and Citizens Bank of Pennsylvania August 12, 2015	Deposit Account	Representing that all deposits were subject to verification when discrepancies that fell below a certain amount were not resolved		✓		<u>Consent Order, In the Matter of RBS Citizens Fin. Grp., Inc., RBS Citizens, N.A., and Citizens Bank of Pennsylvania, Docket No. 2015-CFPB-0020 (Aug. 12, 2015)</u>

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint CFPB v. D and D Marketing, Inc., d/b/a T3 Leads, Grigor Demirchyan and Marina Demirchyan December 17, 2015	Lead Aggregators	Failing to vet or monitor the entities to which it sold leads/loan applications and not requiring lenders to provide information about whether they complied with state laws	✓			Complaint, CFPB v. D and D Marketing, Inc., d/b/a T3 Leads et al., Docket No. 2:14-cv-09692 (C.D. Cal. Dec. 17, 2015)
Complaint CFPB v. D and D Marketing, Inc., d/b/a T3 Leads, Grigor Demirchyan and Marina Demirchyan December 17, 2015	Lead Aggregators	Individual defendant officers knowingly or recklessly provided substantial assistance to the unfair acts of lead generator that failed to vet or monitor the entities to which it sold leads/loan applications	✓			Complaint, CFPB v. D and D Marketing, Inc., d/b/a T3 Leads et al., Docket No. 2:14-cv-09692 (C.D. Cal. Dec. 17, 2015)
Complaint CFPB v. D and D Marketing, Inc., d/b/a T3 Leads, Grigor Demirchyan and Marina Demirchyan December 17, 2015	Lead Aggregators	Steering consumer to less favorable loans than would otherwise be available to them, such as loans that violated state usury statutes and loans by tribal lenders with an exclusive tribal dispute process			✓	Complaint, CFPB v. D and D Marketing, Inc., d/b/a T3 Leads et al., Docket No. 2:14-cv-09692 (C.D. Cal. Dec. 17, 2015)
Complaint CFPB v. D and D Marketing, Inc., d/b/a T3 Leads, Grigor Demirchyan and Marina Demirchyan December 17, 2015	Lead Aggregators	Individual defendant officers knowingly or recklessly providing substantial assistance to the abusive acts of lead generator steering consumer to less favorable loans than would otherwise be available to them			✓	Complaint, CFPB v. D and D Marketing, Inc., d/b/a T3 Leads et al., Docket No. 2:14-cv-09692 (C.D. Cal. Dec. 17, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
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Consent Order In the Matter of Eric V. Sancho d/b/a Lead Publisher December 17, 2015	Lead Aggregators	Lead seller knowingly or recklessly providing substantial assistance to unfair and deceptive acts of lead purchasers by selling large volumes of leads to lead purchasers, without vetting the purchasers, which then used the personal information in the leads to perpetuate a fraud and collect phantom debts	✓	✓		<u>Consent Order, In the Matter of Eric V. Sancho d/b/a Lead Publisher, Docket No. 2015-CFPB-0033 (Dec. 17, 2015)</u>
Complaint CFPB v. All Financial Services, LLC Consent Order In the Matter of Flagship Financial Group, LLC In the Matter of American Preferred Lending, Inc. February 12, 2015	Mortgage Loan	Misrepresenting in advertisements that the Company was affiliated with the United States government or that the mortgage product was a sponsored or endorsed government program		✓		<u>Complaint, Consumer Financial Protection Bureau v. All Fin. Servs, LLC, No. 1:15-cv-00420-JFM (D. Md. Feb. 12, 2015)</u> <u>Consent Order, In the Matter of Flagship Fin. Grp., Docket No. 2015-CFPB-0006 (Feb. 12, 2015)</u> <u>Consent Order, In the Matter of Am. Preferred Lending, Inc., Docket No. 2015-CFPB-0005 (Feb. 12, 2015)</u>
Complaint CFPB v. All Financial Services, LLC February 12, 2015	Mortgage Loan – Reverse Mortgages	Representing that there was no monthly payment required when the borrower was required to continue to pay property tax and hazard insurance and non-borrower spouse could be responsible for repayment upon death of the borrower		✓		<u>Complaint, Consumer Financial Protection Bureau v. All Fin. Servs, LLC, No. 1:15-cv-00420-JFM (D. Md. Feb. 12, 2015)</u>
Complaint CFPB v. All Financial Services, LLC February 12, 2015	Mortgage Loan – Reverse Mortgages	Misrepresenting that there was an impending expiration date or deadline for application		✓		<u>Complaint, Consumer Financial Protection Bureau v. All Fin. Servs, LLC, No. 1:15-cv-00420-JFM (D. Md. Feb. 12, 2015)</u>

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			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Exam Manual 2.0 October 31, 2012	Mortgage Loan	Misrepresenting loan terms (“3.5% fixed payment” disguised an ARM loan)		✓		CFPB Exam Manual (FTC v. Chase Financial Funding, Inc., No. SACV04-549 (C.D. Cal. 2004))
Consent Order In the Matter of Amerisave Mortgage Corporation et al. August 12, 2014	Mortgage Loan	Listing, or allowing to be listed, lower mortgage interest rates than defendant would honor		✓		Consent Order, In re Amerisave Mortgage Corporation et al., Docket No. 2014-CFPB-0010 (Aug. 12, 2014)
Consent Order In the Matter of Amerisave Mortgage Corporation et al. August 12, 2014	Mortgage Loan	Failing to adequately disclose in advertising that rates were based on a sample consumer profile that included an 800 credit score when the majority of the company’s customers have credit scores below 800		✓		Consent Order, In re Amerisave Mortgage Corporation et al., Docket No. 2014-CFPB-0010 (Aug. 12, 2014)
Consent Order In the Matter of Amerisave Mortgage Corporation et al. August 12, 2014	Mortgage Loan	Failing to disclose, except as a component of APR, that discount points are used to reduce advertised mortgage rates in display ads		✓		Consent Order, In re Amerisave Mortgage Corporation et al., Docket No. 2014-CFPB-0010 (Aug. 12, 2014)
Consent Order In the Matter of Amerisave Mortgage Corporation et al. August 12, 2014	Mortgage Loan	Failing to adequately disclose that purportedly personalized “Mortgage Rate Quotes” were based on several factors, including an 800 FICO score		✓		Consent Order, In re Amerisave Mortgage Corporation et al., Docket No. 2014-CFPB-0010 (Aug. 12, 2014)

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Consent Order In the Matter of Amerisave Mortgage Corporation et al. August 12, 2014	Mortgage Loan	(1) Hiding markups on the cost of an appraisal validation report by disclosing the mortgage lending company's affiliate relationship with the appraisal company after misrepresenting that validation fees were not marked up and were the product of a "special deal" for consumers; (2) scheduling the appraisal; (3) imposing an authorization hold on consumers' credit or debit card; and (4) imposing a potential appraisal cancellation fee if consumers cancelled the appraisal within 24 hours of the scheduled appraisal	✓			Consent Order, <i>In re Amerisave Mortgage Corporation et al.</i>, Docket No. 2014-CFPB-0010 (Aug. 12, 2014)
CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Loan	Including a broad general waiver that could be read to include claims based on federal statutes		✓		CFPB Supervisory Highlights, Summer 2015
Court Order In re Chance Gordon et al. June 26, 2013	Mortgage Relief	Falsely representing that consumers would obtain mortgage loan modifications that substantially reduced consumers' mortgage payments or interest rates		✓		Minute Order, <i>Consumer Financial Protection Bureau v. Chance Gordon et al.</i>, No. CV 12-6147 RSWL (MRWx) (C.D. Cal. June 26, 2013)
Court Order In re Chance Gordon et al. June 26, 2013	Mortgage Relief	Falsely representing that consumers would obtain loan modifications that substantially reduced consumers' mortgage payments as a result of forensic audits conducted by the defendant		✓		Minute Order, <i>Consumer Financial Protection Bureau v. Chance Gordon et al.</i>, No. CV 12-6147 RSWL (MRWx) (C.D. Cal. June 26, 2013)
Court Order In re Chance Gordon et al. June 26, 2013	Mortgage Relief	Falsely representing that the defendants were affiliated with, endorsed by, or approved by the United States government		✓		Minute Order, <i>Consumer Financial Protection Bureau v. Chance Gordon et al.</i>, No. CV 12-6147 RSWL (MRWx) (C.D. Cal. June 26, 2013)

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CFPB Complaint In the Matter of Stephen Lyster Siringoringo, d/b/a Siringoringo Law Firm; Clausen & Cobb Management Company, Inc.; Alfred Clausen; and Joshua Cobb July 22, 2014	Mortgage Relief	Representing that a consumer would receive a mortgage loan modification and legal representation, or would avoid foreclosure within specified time, and not providing the promised services		✓		Complaint, Consumer Financial Protection Bureau v. Stephen Lyster Siringoringo, also d/b/a Siringoringo Law Firm, et al., No. 2:14-cv-5681 (C.D. Cal., W.D. July 22, 2014)
CFPB Complaint In the Matter of The Mortgage Law Group, LLP, d/b/a The Law Firm of Macey, Aleman, & Searns, et al. July 22, 2014	Mortgage Relief	Representing that a consumer would receive a mortgage loan modification and legal representation, or would avoid foreclosure within specified time, and not providing the promised services		✓		Complaint, Consumer Financial Protection Bureau v. The Mortgage Law Group, LLP, et al., No. 3:14-cv-00513 (W.D. Wisc. July 22, 2014)
CFPB Exam Manual 2.0 October 31, 2012	Mortgage Servicing	Failing to release lien after consumer makes the final payment on a mortgage	✓			CFPB Exam Manual (FTC v. Capital City Mortgage Corp., Civil No. 98CV-237 (D.D.C. Feb. 2005))
CFPB Supervisory Highlights, Summer 2013 August 21, 2013	Mortgage Servicing	Providing inadequate notice to borrowers of change in payment address	✓			CFPB Supervisory Highlights, Summer 2013
CFPB Supervisory Highlights, Summer 2013 August 21, 2013	Mortgage Servicing	Failing to provide notice regarding change in date for property tax payments from escrow accounts	✓			CFPB Supervisory Highlights, Summer 2013
CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Requiring all borrowers, regardless of individual circumstance, to enter into across-the-board waivers of existing claims in order to obtain forbearance or loan modification agreements	✓			CFPB Supervisory Highlights, Winter 2013

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CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Failing to honor existing permanent or trial loan modifications after servicing transfer	✓			CFPB Supervisory Highlights, Winter 2013
CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Communicating to borrowers that they should have made payments required by original (unmodified) note, instead of acknowledging that borrowers were to make reduced payments set by their trial modification agreements with prior servicer		✓		CFPB Supervisory Highlights, Winter 2013
CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Failing to properly code the account of military borrower to reflect deferred payment plan under state law while on active military duty	✓			CFPB Supervisory Highlights, Winter 2013
CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Misrepresenting to borrowers that payment program would apply biweekly payments and save interest when, in fact, servicer submitted payments on monthly basis and retained the extra money to make a 13th annual payment		✓		CFPB Supervisory Highlights, Winter 2013
CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Stating on escrow statements to delinquent borrowers that they would receive refund of escrow surplus when, in fact, accounts were delinquent and borrower would not receive refunds		✓		CFPB Supervisory Highlights, Winter 2013

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CFPB Supervisory Highlights, Winter 2013 January 30, 2014	Mortgage Servicing	Stating in short sale conditional approval letter that borrower must "close" by specific sale date when, in fact, servicer also required that it (1) receive the funds by that date and (2) conduct review of the file to ensure the loan is paid off according to investor guidelines		✓		CFPB Supervisory Highlights, Winter 2013
CFPB Bulletin 2014-01 August 19, 2014	Mortgage Servicing	Failing to properly identify loans that were in a trial or permanent modification with the prior servicer at the time of mortgage servicing transfers	✓			CFPB Bulletin 2014-01
CFPB Bulletin 2014-01 August 19, 2014	Mortgage Servicing	Failing to honor trial or permanent modification offers from a prior servicer unless it could be independently confirmed that the prior servicer properly offered a modification, or that the offered modification met investor criteria	✓			CFPB Bulletin 2014-01
Consent Order In the Matter of Flagstar Bank, F.S.B. September 29, 2014	Mortgage Servicing	Failing to review loss-mitigation applications in a reasonable amount of time	✓			Consent Order, In re Flagstar, F.S.B., Docket No. 2014-CFPB-0014 (Sept. 29, 2014)
Consent Order In the Matter of Flagstar Bank, F.S.B. September 29, 2014	Mortgage Servicing	Improperly denying borrower requests for loan modifications	✓			Consent Order, In re Flagstar, F.S.B., Docket No. 2014-CFPB-0014 (Sept. 29, 2014)

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Consent Order In the Matter of Flagstar Bank, F.S.B. September 29, 2014	Mortgage Servicing	Improperly prolonging trial periods for loan modifications	✓			Consent Order, In re Flagstar, F.S.B., Docket No. 2014-CFPB-0014 (Sept. 29, 2014)
Consent Order In the Matter of Flagstar Bank, F.S.B. September 29, 2014	Mortgage Servicing	Representing that only borrowers who reside in certain states are permitted to appeal loan modification denials when, in fact, borrowers in all states have appeal rights		✓		Consent Order, In re Flagstar, F.S.B., Docket No. 2014-CFPB-0014 (Sept. 29, 2014)
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Mortgage Servicing	Failing to timely convert a substantial number of trial modifications to permanent modifications after the successful completion of a trial modification	✓			CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Mortgage Servicing	Sending permanent modification agreements to some borrowers that did not match the terms approved by a servicer's underwriting software		✓		CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Mortgage Servicing	Notifying a borrower about eligibility for two different modifications—a Home Affordable Modification Program (HAMP) modification and a proprietary modification—while misrepresenting aspects of HAMP and touting the benefits and downplaying the drawbacks of the proprietary modification		✓		CFPB Supervisory Highlights, Fall 2014

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CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Mortgage Servicing	Misrepresenting that a deficiency judgment relating to a short sale would not be sought when, in fact, the short sale approval agreements did not specifically waive the right to pursue a deficiency judgment		✓		CFPB Supervisory Highlights, Fall 2014
Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Misrepresenting the amount that the customers will save and when they will achieve the savings by paying biweekly instead of monthly		✓		Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)
Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Misrepresenting that consumers will realize savings without increasing the amount they pay each month when consumers had to pay enrollment fees and an additional monthly payment each year to comply with program terms		✓		Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)
Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Misrepresenting that consumers cannot achieve the same savings without enrolling in biweekly payment program		✓		Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
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Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Misrepresenting or failing to disclose the amount or existence of program set-up fee		✓		Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)
Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Misrepresenting affiliation with the consumer's mortgage servicers or lenders		✓		Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)
Complaint CFPB v. Nationwide Biweekly Administration, Inc. Loan Payment Administration, and Daniels. Lipsky May 11, 2015	Mortgage Servicing	Guaranteeing consumers would save money if they enrolled in the program knowing fees would exceed savings in the first several years and many consumers would leave the program before realizing any savings			✓	Complaint, Consumer Financial Protection Bureau v. Nationwide Biweekly Admin., Inc. Loan Payment Admin., and Daniel S. Lipsky, No. 3:15-cv-02106 (N.D. Cal. May 11, 2015)
CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Servicing	Failing to send any acknowledgment of receiving loss mitigation documents	✓			CFPB Supervisory Highlights, Summer 2015
CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Servicing	Failing to honor the terms of trial modifications on acquired loans	✓			CFPB Supervisory Highlights, Summer 2015

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CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Servicing	Misrepresenting when deferred interest would become due		✓		CFPB Supervisory Highlights, Summer 2015
Consent Order In the Matter of Pay Map Inc. July 28, 2015	Mortgage Servicing / Payment Processing	Misrepresenting that the average consumer achieves over \$33,000 in interest savings from its mortgage payment service when only a tiny percentage, if any, obtained such savings		✓		Consent Order, In the Matter of PAYMAP Inc., Docket No. 2015-CFPB-0017 (July 28, 2015)
Consent Order In the Matter of Pay Map Inc. In the Matter of: LoanCare, LLC July 28, 2015	Mortgage Servicing / Payment Processing	Misrepresenting that the mortgage payment service remits payments according to an accelerated payment schedule, when the withdrawals were in fact transferred to a custodial account and paid according to the same payment schedule as before enrollment, so the only savings achieved was the result of making a higher annual payment		✓		Consent Order, In the Matter of PAYMAP Inc., Docket No. 2015-CFPB-0017 (July 28, 2015) Consent Order, In the Matter of LoanCare, LLC, Docket No. 2015-CFPB-0018 (July 28, 2015)
Consent Order In the Matter of Residential Credit Solutions, Inc. July 30, 2015	Mortgage Servicing	Failing to honor trial loan modification agreements from prior servicer unless the lender would have approved the same modification	✓			Consent Order, In the Matter of Residential Credit Solutions, Inc., Docket No. 2015-CFPB-0019 (July 30, 2015)
Consent Order In the Matter of Residential Credit Solutions, Inc. July 30, 2015	Mortgage Servicing	Failing to take into account consumers' trial modification plans agreed to by the prior servicer when communicating with borrowers about their unpaid balances, due dates, interest rates, and delinquency status		✓		Consent Order, In the Matter of Residential Credit Solutions, Inc., Docket No. 2015-CFPB-0019 (July 30, 2015)
Consent Order In the Matter of Residential Credit Solutions, Inc. July 30, 2015	Mortgage Servicing	Misrepresenting to borrowers that they would be receiving an escrow account refund when the borrowers were not due to receive a refund		✓		Consent Order, In the Matter of Residential Credit Solutions, Inc., Docket No. 2015-CFPB-0019 (July 30, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of Residential Credit Solutions, Inc. July 30, 2015	Mortgage Servicing	Requiring borrowers to waive any and all defenses to foreclosure as a condition to receiving a payment plan	✓			Consent Order, <i>In the Matter of Residential Credit Solutions, Inc.</i>, Docket No. 2015-CFPB-0019 (July 30, 2015)
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Mortgage Servicing	Misrepresenting to borrowers than in order to cancel PMI they had to wait until the loan balance reached 75 % and until 24 months after origination		✓		CFPB Supervisory Highlights, Fall 2015
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Failing to identify the foreclosing party properly in the course of a mortgage servicing company's foreclosure activities	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Charging unauthorized foreclosure-related fees	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Preparing, executing, notarizing, or presenting false and misleading foreclosure- related documents	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Filing false and misleading foreclosure- related documents with courts and government agencies	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Using false or misleading documents, including affidavits, declarations, certifications, substitution of trustees, and assignments, as part of the foreclosure process	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Filing affidavits in foreclosure proceedings signed by affiants who lacked personal knowledge, and failing to verify affiant statements	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Filing affidavits in foreclosure proceedings that were not notarized in accordance with applicable state law	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Misrepresenting the identity, office, or legal status of an affiant executing foreclosure- related documents	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Inappropriately charging servicing, document-creation, recordation, and other foreclosure-related costs and expenses	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint In the Matter of SunTrust Mortgage, Inc. June 17, 2014	Mortgage Servicing/ Debt Collection	Inappropriately dual- tracking foreclosure and loan modification activities while failing to communicate with borrowers with respect to foreclosure activities	✓	✓		Complaint, <i>United States v. SunTrust Mortgage, Inc.</i>, (D.D.C. June 17, 2014)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Misrepresenting loan status, including unpaid balance, payment due dates, interest rates, monthly payment amounts, delinquency statuses, and unpaid fees or other amounts due		✓		Complaint, <i>FTC and CFPB v. Green Tree Servicing, LLC</i>, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Misrepresenting that making a payment was a prerequisite to being considered for a loan modification even though programs such as HAMP did not require any such payment		✓		Complaint, <i>FTC and CFPB v. Green Tree Servicing, LLC</i>, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)

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			UNFAIR	DECEPTIVE	ABUSIVE	
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Misrepresenting time to respond to short sale request		✓		Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Misrepresenting that non-payment of mortgage loan will result in arrest, imprisonment, seizure, garnishment, attachment, or sale of the consumer's property		✓		Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Misrepresenting that a payment method that required payment of a fee was the only payment method available to make timely payment		✓		Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Debiting consumers' bank accounts without consumer consent	✓			Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Failing to honor loan modifications approved by prior servicer and in process at the time of the transfer	✓			Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)
Complaint FTC and CFPB v. Green Tree Servicing, LLC April 21, 2015	Mortgage Servicing/ Debt Collection	Contacting consumers' employers without consent and disclosing the existence and sometimes the amount of the consumers' debt; contacting consumers at their place of work after being told that such calls were prohibited by the consumers' employer	✓			Complaint, FTC and CFPB v. Green Tree Servicing, LLC, No. 0:15-cv-02064 (D. Minn. Apr. 21, 2015)

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CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Servicing / Debt Collection	Sending notices of intent to foreclose to borrowers who had been approved for loan modifications before the first trial payment was due, without checking to see if there was a loss mitigation plan in place	✓	✓		CFPB Supervisory Highlights, Summer 2015
CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Mortgage Servicing / Debt Collection	Misrepresenting that foreclosure was imminent for borrowers who were current on their loans		✓		CFPB Supervisory Highlights, Summer 2015
CFPB Exam Manual 2.0 October 31, 2012	Mortgage Settlement Services	In connection with unearned fees, failing to disclose fees or charges, or misleading or misrepresenting amount, purpose, or nature of fees being charged to consumer	✓	✓	✓	CFPB Exam Manual (RESPA, P. 16)
Consent Order In the Matter of Cash America International, Inc. November 21, 2013	Pay day Loan	Filing inaccurate affidavits and pleadings that could potentially cause consumers to pay incorrect debts or legal costs and court fees to defend against invalid or excessive claims	✓			Consent Order, <i>In re Cash America Int'l</i>, Docket No. 2013-CFPB-0008 (Nov. 21, 2013)
Consent Order In the Matter of Cash America International, Inc. November 21, 2013	Pay day Loan	Misleading consumers into believing that affidavits or other court filings were reviewed, executed, and notarized in compliance with applicable law and that the information was material to consumers subject to debt collection litigation		✓		Consent Order, <i>In re Cash America Int'l</i>, Docket No. 2013-CFPB-0008 (Nov. 21, 2013)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
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CFPB Complaint In the Matter of CashCall, Inc., WS Funding, LLC, Delbert Services Corporation, and J. Paul Feddam December 16, 2013	Pay day Loan	Attempting to collect debts from consumers that are void under state usury or licensing laws by taking advantage of their lack of understanding of the impact of state usury and licensing laws on the collectability of their loans	✓		✓	Complaint, Consumer Financial Protection Bureau v. CashCall, Inc., et al., No. 1:13-cv-13167 (D. Mass. Dec. 16, 2013)
CFPB Complaint In the Matter of CashCall, Inc., WS Funding, LLC, Delbert Services Corporation, and J. Paul Feddam December 16, 2013	Pay day Loan	Sending billing notices and other notices informing consumers that they have acquired collection rights to their loans, initiating ACH debits to take payments from consumers' bank accounts, and demanding payments from consumers in dunning letters and other communications on debts that are void under state usury laws and failing to disclose that these loans were void or not subject to a repayment obligation		✓		Complaint, Consumer Financial Protection Bureau v. CashCall, Inc., et al., No. 1:13-cv-13167 (D. Mass. Dec. 16, 2013)
CFPB Complaint In the Matter of Richard F. Moseley, Sr.; Richard F. Moseley, Jr.; Christopher J. Randazzo; SSM Group, LLC; CMG Group, LLC; DJR Group, LLC; BCD Group, LLC; Hydra Financial Limited Fund I; et al. September 17, 2014	Pay day Loan	Representing that consumers authorized a pay day loan or authorized the pay day lender to make withdrawals from the consumer's bank accounts and therefore were obligated to pay finance charges when, in fact, consumers had not authorized the loans or withdrawals and therefore were not obligated to pay finance charges		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al., 4:14-cv-00789-DW (W.D. Mo. Sept. 17, 2014)

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			UNFAIR	DECEPTIVE	ABUSIVE	
<p>CFPB Complaint</p> <p>In the Matter of Richard F. Moseley, Sr.; Richard F. Moseley, Jr.; Christopher J. Randazzo; SSM Group, LLC; CMG Group, LLC; DJR Group, LLC; BCD Group, LLC; Hydra Financial Limited Fund I; et al.</p> <p>September 17, 2014</p>	Pay day Loan	Representing that total payments will equal the amount financed plus a stated finance charge when, in fact, the total payments exceed these amounts		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al., 4:14-cv-00789-DW (W.D. Mo. Sept. 17, 2014)
<p>CFPB Complaint</p> <p>In the Matter of Richard F. Moseley, Sr.; Richard F. Moseley, Jr.; Christopher J. Randazzo; SSM Group, LLC; CMG Group, LLC; DJR Group, LLC; BCD Group, LLC; Hydra Financial Limited Fund I; et al.</p> <p>September 17, 2014</p>	Pay day Loan	Causing a consumer's bank accounts to be debited without the consumer's express, informed consent in connection with the origination and servicing of payday loans	✓			Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al., 4:14-cv-00789-DW (W.D. Mo. Sept. 17, 2014)
<p>CFPB Complaint</p> <p>CFPB v. NDG Financial Corp., et al.</p> <p>July 31, 2015</p>	Pay day Loan	Misrepresenting that consumers were obligated to repay loans that violated state usury laws	✓	✓	✓	Complaint, Consumer Financial Protection Bureau v. NDG Financial Corp., et al., Docket No. 1:15-cv-05211-CM (S.D.N.Y. July 31, 2015)
<p>CFPB Complaint</p> <p>CFPB v. NDG Financial Corp., et al.</p> <p>July 31, 2015</p>	Pay day Loan	Misrepresenting that the lender had the legal right to collect on loans that were void by law	✓	✓	✓	Complaint, Consumer Financial Protection Bureau v. NDG Financial Corp., et al., Docket No. 1:15-cv-05211-CM (S.D.N.Y. July 31, 2015)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Complaint CFPB v. NDG Financial Corp., et al. July 31, 2015	Pay day Loan	Misrepresenting to consumers that their loan agreements were not subject to federal or applicable state law		✓	✓	Complaint, Consumer Financial Protection Bureau v. NDG Financial Corp., et al., Docket No. 1:15-cv-05211-CM (S.D.N.Y. July 31, 2015)
CFPB Complaint CFPB v. NDG Financial Corp., et al. July 31, 2015	Pay day Loan	Misrepresenting to consumers that failure to repay their loans would result in lawsuits, arrest and/or imprisonment, or wage garnishment when the lenders neither intended to take such action, nor had authority to take some of the actions that they threatened		✓		Complaint, Consumer Financial Protection Bureau v. NDG Financial Corp., et al., Docket No. 1:15-cv-05211-CM (S.D.N.Y. July 31, 2015)
CFPB Complaint CFPB v. NDG Financial Corp., et al. July 31, 2015	Pay day Loan	Conditioning some loan agreements on irrevocable wage assignment clauses	✓			Complaint, Consumer Financial Protection Bureau v. NDG Financial Corp., et al., Docket No. 1:15-cv-05211-CM (S.D.N.Y. July 31, 2015)
Notice of Charges In the Matter of Integrity Advance, LLC and James R. Carnes November 18, 2015	Pay day Loan	Calculating its finance charge disclosures based on the assumption of one payment when the lender's default practice was to debit installment payments and charge multiples of that finance fee	✓	✓		Notice of Charges, In the Matter of Integrity Advance, LLC and James R. Carnes, Docket No. 2015-CFPB-0029 (Nov. 18, 2015)
Notice of Charges In the Matter of Integrity Advance, LLC and James R. Carnes November 18, 2015	Pay day Loan	Including a loan contract term that permitted the lender to create remotely created checks if the consumer cancelled the ACH authorization	✓			Notice of Charges, In the Matter of Integrity Advance, LLC and James R. Carnes, Docket No. 2015-CFPB-0029 (Nov. 18, 2015)
Consent Order In the Matter of EZCORP, Inc. et al. December 16, 2015	Pay day Loan	Misrepresenting that the lender would not conduct credit checks on loan applicants		✓		Consent Order, In the Matter of EZCORP, Inc. et al., Docket No. 2015-CFPB-0031 (Dec. 16, 2015)

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Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Making an excessive number of debt-collection calls to consumers' home, work, and cell phone numbers	✓			Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Disclosing the existence of consumers' debts to non-liaible third parties	✓			Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Continuing to call consumers at work after being told that such calls were prohibited in connection with debt collection	✓			Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Continuing to call consumers directly after being told that they were represented by counsel in connection with debt collection	✓			Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Continuing to call consumers with no relation to the debt after being told that the debt collector called the wrong person	✓			Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Misrepresenting the acts that would be taken by third-party debt collectors if a debt was transferred		✓		Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Misrepresenting the lender's ability to prevent a debt from being transferred to a third-party collector		✓		Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Falsely threatening litigation in connection with debt collection		✓		Consent Order, In re ACE Cash Express, Inc., Docket No. 2014-CFPB-0008 (July 10, 2014)

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			UNFAIR	DECEPTIVE	ABUSIVE	
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Falsely threatening to report non-payment to credit bureaus		✓		Consent Order, <i>In re ACE Cash Express, Inc.</i>, Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Falsely threatening to report non-payment for possible criminal prosecution		✓		Consent Order, <i>In re ACE Cash Express, Inc.</i>, Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Falsely threatening to add collection fees		✓		Consent Order, <i>In re ACE Cash Express, Inc.</i>, Docket No. 2014-CFPB-0008 (July 10, 2014)
Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014	Pay day Loan / Debt Collection	Creating and leveraging an artificial sense of urgency to induce delinquent borrowers with a demonstrated inability to repay their existing loan to take out a new loan with accompanying fees			✓	Consent Order, <i>In re ACE Cash Express, Inc.</i>, Docket No. 2014-CFPB-0008 (July 10, 2014)
Complaint CFPB et al. v. Pension Funding, LLC et al. August 20, 2015	Pension Advance Products	Misrepresenting that the loans against pensions marketed to veterans did not accrue interest and/or omitting or denying fees that would be assessed	✓	✓		Complaint, <i>CFPB et al. v. Pension Funding, LLC et al.</i>, Docket No. 8:15-cv-01329 (C.D. Cal. Aug. 20, 2015)
Complaint CFPB et al. v. Pension Funding, LLC et al. August 20, 2015	Pension Advance Products	Misrepresenting the nature of the credit transaction by denying that the product was a loan with interest and fees and stating that the loan product cost less and was preferable to other sources of credit			✓	Complaint, <i>CFPB et al. v. Pension Funding, LLC et al.</i>, Docket No. 8:15-cv-01329 (C.D. Cal. Aug. 20, 2015)

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Complaint In the Matter of Freedom Stores, Inc., et al. December 18, 2014	Retail Installment Credit/ Debt Collection	Filing debt-collection lawsuits in a forum in which the consumer has no contacts based on venue selection clause in credit agreement, which was “almost certain” to produce default judgments and lead to garnishments	✓		✓	Complaint for Injunctive Relief and Damages, Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al., No. 2:14-cv-643 (E.D. Va. Dec. 18, 2014)
Complaint In the Matter of Freedom Stores, Inc., et al. December 18, 2014	Retail Installment Credit/ Debt Collection	Contacting third parties, including consumers’ military chain-of-command, to discuss debts owed by consumers in accordance with third-party contacts clause in credit agreement	✓			Complaint for Injunctive Relief and Damages, Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al., No. 2:14-cv-643 (E.D. Va. Dec. 18, 2014)
Complaint In the Matter of Freedom Stores, Inc., et al. December 18, 2014	Retail Installment Credit/ Debt Collection	Withdrawing payments from a related payor’s credit card or checking accounts without authorization	✓			Complaint for Injunctive Relief and Damages, Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al., No. 2:14-cv-643 (E.D. Va. Dec. 18, 2014)
Complaint In the Matter of Freedom Stores, Inc., et al. December 18, 2014	Retail installment Credit/ Debt Collection	Withdrawing payments from back-up accounts designated by military customers for use in the event their allotment ended based on predicted allotment end-dates, which often resulted in double payments in a single billing cycle, without providing notice to consumers	✓			Complaint for Injunctive Relief and Damages, Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al., No. 2:14-cv-643 (E.D. Va. Dec. 18, 2014)
Consent Order In the Matter of Colfax Capital Corporation et al. July 29, 2014	Servicemember Loans	Purchasing financing agreements from merchant-creditors with knowledge that the agreements misrepresented the amounts for finance charges and annual percentage rates by artificially inflating disclosed prices for the goods	✓			Consent Order, In re Colfax Capital Corporation et al., Docket No. 2014-CFPB-0009 (July 29, 2014)

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Consent Order In the Matter of Colfax Capital Corporation et al. July 29, 2014	Servicemember Loans	Servicing and collecting on financing agreements originated in states that rendered void or limited the consumer's obligation to repay due to state licensing and usury laws		✓		Consent Order, In re Colfax Capital Corporation et al., Docket No. 2014-CFPB-0009 (July 29, 2014)
Consent Order In the Matter of Colfax Capital Corporation et al. July 29, 2014	Servicemember Loans	Sending billing statements and demanding payments without disclosing that the underlying financing agreements were void or not subject to a repayment obligation under applicable state law		✓		Consent Order, In re Colfax Capital Corporation et al., Docket No. 2014-CFPB-0009 (July 29, 2014)
Consent Order In the Matter of Colfax Capital Corporation et al. July 29, 2014	Servicemember Loans	Taking, or attempting to take, the full balance from consumers in states where licensing or usury laws rendered financing agreements void or otherwise limited the consumers' obligation to repay			✓	Consent Order, In re Colfax Capital Corporation et al., Docket No. 2014-CFPB-0009 (July 29, 2014)
Consent Order In the Matter of NewDay Financial, LLC February 10, 2015	Servicemember Loans	Advertising that the company was the designated exclusive lender for the Veterans' Organization and including substantive reasons for endorsement in the marketing materials, without disclosing that the Company paid the Veterans' Organization a licensing fee and "lead generation fees" in exchange for being the exclusive lender for the organization		✓		Consent Order, In the Matter of NewDay Fin., LLC, Docket No. 2015-CFPB-0004 (Feb. 10, 2015)
Consent Order In the Matter of R M K Financial Corporation, d/b/a Majestic Home Loans April 9, 2015	Servicemember Loans	Misrepresenting that mortgages were affiliated with or sponsored by the FHA or the VA, and/or representing that one of these agencies disseminated the mailings		✓		Consent Order, In the Matter of R M K Fin. Corp., d/b/a Majestic Home Loans, Docket No. 2015-CFPB-0007 (Apr. 9, 2015)

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Consent Order In the Matter of R M K Financial Corporation, d/b/a Majestic Home Loans April 9, 2015	Servicemember Loans	Disclosing that advertised mortgage interest rates were variable in small print on the back of the mailer		✓		Consent Order, In the Matter of R M K Fin. Corp., d/b/a Majestic Home Loans, Docket No. 2015-CFPB-0007 (Apr. 9, 2015)
Complaint CFPB v. Security National Automotive Acceptance Company, LLC June 17, 2015	Servicemember Loans	Threatening to notify and in some cases actually contacting the servicemembers' commanding officers to inform them of exaggerated claims that the servicemember is in violation of the Military Code regulations due to non-payment of debt	✓		✓	Complaint, Consumer Financial Protection Bureau v. Sec. Nat'l Auto. Acceptance Co., LLC, No. 1:15-cv-401 (S.D. Ohio June 17, 2015) Consent Order, In the Matter of Sec. Nat'l Auto. Acceptance Co., LLC, Docket No. 2015-CFPB-0027 (Oct. 28, 2015)
Complaint CFPB v. Security National Automotive Acceptance Company, LLC June 17, 2015	Servicemember Loans	Burying a contractual provision purporting to authorize contact with borrower's commanding officer and including the provision in the contract without an opportunity to bargain for its removal or an understanding of anticipated frequency of contacts	✓		✓	Complaint, Consumer Financial Protection Bureau v. Sec. Nat'l Auto. Acceptance Co., LLC, No. 1:15-cv-401 (S.D. Ohio June 17, 2015) Consent Order, In the Matter of Sec. Nat'l Auto. Acceptance Co., LLC, Docket No. 2015-CFPB-0027 (Oct. 28, 2015)

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Complaint CFPB v. Security National Automotive Acceptance Company, LLC June 17, 2015	Servicemember Loans	Misrepresenting intent to take legal action in connection with collection of debt		✓		Complaint, Consumer Financial Protection Bureau v. Sec. Nat'l Auto. Acceptance Co., LLC, No. 1:15-cv-401 (S.D. Ohio June 17, 2015) Consent Order, In the Matter of Sec. Nat'l Auto. Acceptance Co., LLC, Docket No. 2015-CFPB-0027 (Oct. 28, 2015)
Complaint CFPB v. Security National Automotive Acceptance Company, LLC June 17, 2015	Servicemember Loans	Misrepresenting that unpaid debt could have negative consequences to borrowers' military careers and/or could result in action brought under the Military Code	✓	✓	✓	Complaint, Consumer Financial Protection Bureau v. Sec. Nat'l Auto. Acceptance Co., LLC, No. 1:15-cv-401 (S.D. Ohio June 17, 2015)
Consent Order In the Matter of Fort Knox National Company and Military Assistance Company, LLC April 20, 2015	Servicemember Lending/ Ancillary Products	Failing to adequately disclose fees before assessing them against the residual balance of servicemembers' allotment accounts and failing to notify servicemembers when the fees were assessed	✓	✓	✓	Consent Order, In the Matter of Fort Knox Nat'l Co. and Military Assistance Co., LLC, Docket No. 2015-CFPB-0008 (Apr. 20, 2015)
Press Release July 20, 2015	Servicemember Loans	Offering servicemembers the option to repay loans incurred to buy, lease, or rent personal property by military allotment in violation of DOD prohibition	✓	✓	✓	Press Release, CFPB Cautions Military Lenders Against Illegal Military Allotment Practices, July 20, 2015

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Complaint CFPB v. Security National Automotive Acceptance Company, LLC June 17, 2015	Servicemember Loans	Representing that (1) the collector could immediately commence an involuntary allotment or wage garnishment without first obtaining judgment; (2) the consumer's failure to pay the deficiency judgment could result in the consumer being held in contempt of court; and (3) the unpaid balance could be taxed		✓		Complaint, Consumer Financial Protection Bureau v. Sec. Nat'l Auto. Acceptance Co., LLC, No. 1:15-cv-401 (S.D. Ohio June 17, 2015)
Consent Order In the Matter of USA Discounters, Ltd. August 14, 2014	Servicemember Lending / Ancillary Products	Requiring servicemembers to pay a fee for services they were entitled to under law or for services that were not provided	✓			Consent Order, In re USA Discounters, Ltd., Docket No. 2014-CFPB-0011 (Aug.14, 2014)
Consent Order In the Matter of USA Discounters, Ltd. August 14, 2014	Servicemember Lending / Ancillary Products	Misrepresenting that independent company would provide various services of benefit to servicemembers, such as verifying military status and handling address changes, when company actually derived all of its revenue from defendant, services were required by law, and services were or could be performed by defendant	✓	✓		Consent Order, In re USA Discounters, Ltd., Docket No. 2014-CFPB-0011 (Aug.14, 2014)
CFPB Complaint In the Matter of ITT Educational Services February 24, 2014	Student Loan	Using high-pressure tactics to offer a second private student loan to consumers who did not have resources to repay the initial private student loan	✓		✓	Complaint for Injunctive Relief and Damages, Consumer Financial Protection Bureau v. ITT Educational Services, Inc., No. 1:14-cv-292 (S.D. Ind. Feb. 26, 2014)

SOURCE	PRODUCT MARKET	DESCRIPTION/ ALLEGATION*	CFPB CHARACTERIZATION			DIRECT LINK
			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Complaint In the Matter of Corinthian Colleges, Inc. August 16, 2014	Student Loan	Misrepresenting or failing to disclose the likelihood a student would get a job after graduating, and the likelihood that the job would last for more than one day		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Corinthian Colleges, Inc., No. 1:14-cv-07194 (N.D. Ill. Sept. 16, 2014) Default Judgment and Order, Consumer Financial Protection Bureau v. Corinthian Colleges, Inc., No. 1:14-cv-07194 (N.D. Ill. Oct. 27, 2015)
CFPB Complaint In the Matter of Corinthian Colleges, Inc. August 16, 2014	Student Loan	Misrepresenting that a private student loan program was an independent third-party loan program in which defendant did not have a financial interest, and that defendant could not collect on delinquent loans when, in fact, the defendant prevented enrolled students from attending class, pulled students out of class, denied students access to computers, and otherwise prevented students from completing their course of study in an effort to collect past-due in-school loan payments from students	✓			Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. Corinthian Colleges, Inc., No. 1:14-cv-07194 (N.D. Ill. Sept. 16, 2014) Default Judgment and Order, Consumer Financial Protection Bureau v. Corinthian Colleges, Inc., No. 1:14-cv-07194 (N.D. Ill. Oct. 27, 2015)
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Proportionally allocating partial payments among loans in a student loan account in a manner that maximized late fees while failing to disclose this practice	✓			CFPB Supervisory Highlights, Fall 2014

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			UNFAIR	DECEPTIVE	ABUSIVE	
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Over-stating minimum payment on periodic statements and online account statements by including accrued interest on loans that were in deferment and were therefore not due		✓		CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Assessing late fees for payments received during a grace period in breach of promissory note terms	✓	✓		CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Requiring consumers to provide, without adequate disclosures, an additional certification that a student loan was used for qualified higher education expenses, even though this information was included in loan applications, and refusing to provide necessary tax paperwork to consumers who did not submit the additional forms	✓			CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Misrepresenting on online statements that consumers had paid no deductible student loan interest if consumers failed to submit an additional certification		✓		CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Misrepresenting to consumers that student loans are never dischargeable in bankruptcy		✓		CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Fall 2014 October 28, 2014	Student Loan	Routinely placing automated dialer phone calls to delinquent consumers in the early morning or late at night	✓			CFPB Supervisory Highlights, Fall 2014
CFPB Supervisory Highlights, Summer 2015 June 23, 2015	Student Loan	Misrepresenting that students could not deduct certain interest payments on their tax returns until they reached a threshold amount		✓		CFPB Supervisory Highlights, Summer 2015

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Consent Order In the Matter of Discover Bank, The Student Loan Corp., and Discover Products, Inc. July 22, 2015	Student Loan	Failing to provide tax document required to obtain tax benefits available to certain borrowers unless those borrowers provided the necessary IRS form to the issuer	✓			Consent Order, In re Discover Bank et al., Docket No. 2014-CFPB-0016 (July 22, 2015)
Consent Order In the Matter of Discover Bank, The Student Loan Corp., and Discover Products, Inc. July 22, 2015	Student Loan	Failing to send IRS forms required to obtain tax benefits to borrowers and failing to disclose adequately that borrowers had not submitted these forms and that failing to submit the form would prevent them from receiving a tax document required to receive tax benefits	✓			Consent Order, In re Discover Bank et al., Docket No. 2014-CFPB-0016 (July 22, 2015)
Consent Order In the Matter of Discover Bank, The Student Loan Corp., and Discover Products, Inc. July 22, 2015	Student Loan	Misrepresenting in online disclosures that borrowers who had not submitted the IRS form required to obtain tax benefits had paid \$0 in interest and failing to explain adequately that the \$0 interest paid disclosure was due to failure to submit the form	✓	✓		Consent Order, In re Discover Bank et al., Docket No. 2014-CFPB-0016 (July 22, 2015)
Consent Order In the Matter of Discover Bank, The Student Loan Corp., and Discover Products, Inc. July 22, 2015	Student Loan	Over-stating the minimum payment due in account statements by including interest that was not yet due for loans in deferment		✓		Consent Order, In re Discover Bank et al., Docket No. 2014-CFPB-0016 (July 22, 2015)
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Allocating partial payments proportionally without disclosing impact of this allocation methodology, i.e., multiple late fees	✓			CFPB Supervisory Highlights, Fall 2015

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CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Failing to adequately communicate borrowers' ability to direct payments to particular loans	✓			CFPB Supervisory Highlights, Fall 2015
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Processing automatic payment debits earlier than the scheduled due date due to computer malfunction	✓			CFPB Supervisory Highlights, Fall 2015
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Failing to credit back interest that accrued because of bank's error in processing payment on next business day after due date	✓			CFPB Supervisory Highlights, Fall 2015
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Misrepresenting that student loan debt is not dischargeable		✓		CFPB Supervisory Highlights, Fall 2015
CFPB Supervisory Highlights, Fall 2015 November 3, 2015	Student Loan	Misrepresenting that Department of Education loans may incur late fees		✓		CFPB Supervisory Highlights, Fall 2015
Complaint CFPB v. Student Financial Aid Services, Inc. July 23, 2015	Student Loan/ Third Party Services	Misrepresenting upgrades from the standard service as "free" without clearly disclosing that consumers who participate in the upgrade plan are subject to automatic, recurring yearly charges		✓		Complaint, CFPB v. Student Fin. Aid Servs., Inc., No. 2:15-a5-00821 (E.D. Cal. July 23, 2015)
Complaint CFPB v. Student Financial Aid Services, Inc. July 23, 2015	Student Loan/ Third Party Services	Charging consumers on an automatic, recurring yearly basis without the consumers' authorization for future charges	✓			Complaint, CFPB v. Student Fin. Aid Servs., Inc., No. 2:15-a5-00821 (E.D. Cal. July 23, 2015)
Complaint CFPB v. Global Financial Support, Inc. et al. October 29, 2015	Student Loan/ Third Party Services	Misrepresenting that the company would apply for student aid on behalf of the consumer after submission of an application and payment of fees		✓		Complaint, CFPB v. Global Financial Support, Inc. et al., Docket No. 3:15-cv-02440-GPC-WVG (S.D. Cal. Oct. 29, 2015)

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Complaint CFPB v. Global Financial Support, Inc. et al. October 29, 2015	Student Loan/ Third Party Services	Misrepresenting that the company would do extensive searches to match consumers with student aid opportunities		✓		Complaint, CFPB v. Global Financial Support, Inc. et al., Docket No. 3:15-cv-02440-GPC-WVG (S.D. Cal. Oct. 29, 2015)
Complaint CFPB v. Global Financial Support, Inc. et al. October 29, 2015	Student Loan/ Third Party Services	Misrepresenting that if the consumers do not submit a fee and an application by a specific deadline, they would lose their opportunity to obtain financial aid when the deadlines stated in the materials are artificial		✓		Complaint, CFPB v. Global Financial Support, Inc. et al., Docket No. 3:15-cv-02440-GPC-WVG (S.D. Cal. Oct. 29, 2015)
Complaint CFPB v. Global Financial Support, Inc. et al. October 29, 2015	Student Loan/ Third Party Services	Misrepresenting that the company is affiliated with the federal government, the Department of Education, or a college or university		✓		Complaint, CFPB v. Global Financial Support, Inc. et al., Docket No. 3:15-cv-02440-GPC-WVG (S.D. Cal. Oct. 29, 2015)
Consent Order In the Matter of Discover Bank, The Student Loan Corp., and Discover Products, Inc. July 22, 2015	Student Loan/ Debt Collection	Making collection calls to borrower cell phones at inconvenient times where borrower's cell phone area code was a different time zone from the time zone of the borrower's mailing address	✓			Consent Order, In re Discover Bank et al., Docket No. 2014-CFPB-0016 (July 22, 2015)
CFPB Complaint In the Matter of College Education Services LLC et al. December 11, 2014	Student Loan/ Debt Settlement/ Debt Relief	Representing that student-loan debt relief services would result in lower monthly student-loan payments and improve credit scores, and that such results would be achieved in less than eight weeks when, in fact, defendant failed to provide any services or obtain the promised results		✓		Complaint for Permanent Injunction, Civil Money Penalties, and Other Relief, Consumer Financial Protection Bureau v. College Education Services LLC et al., No. 8:14-cv3078 (M.D. Fla. Dec. 11, 2014)

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CFPB Complaint In the Matter of College Education Services LLC et al. December 11, 2014	Student Loan / Debt Settlement / Debt Relief	Targeting financially distressed consumers with sophisticated and expensive Internet-marketing campaigns and creating the illusion of individualized services and expertise to induce reliance even though defendant knew some consumers were not eligible for offered services			✓	Complaint for Permanent Injunction, Civil Money Penalties, and Other Relief, Consumer Financial Protection Bureau v. College Education Services LLC et al., No. 8:14-cv3078 (M.D. Fla. Dec. 11, 2014)
CFPB Complaint In the Matter of College Education Services LLC et al. December 11, 2014	Student Loan / Debt Settlement / Debt Relief	Enrolling and taking fees from consumers whose loans were ineligible for consolidation, who did not otherwise qualify for the promised benefits, or who received services that left them in a worse financial position			✓	Complaint for Permanent Injunction, Civil Money Penalties, and Other Relief, Consumer Financial Protection Bureau v. College Education Services LLC et al., No. 8:14-cv3078 (M.D. Fla. Dec. 11, 2014)
CFPB Complaint In the Matter of IrvineWebWorks, Inc. d/b/a Student Loan Processing.US December 11, 2014	Student Loan / Debt Settlement / Debt Relief	Making representations that created the false net impression that defendant was affiliated with the U.S. Department of Education		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. IrvineWebWorks, Inc. d/b/a Student Loan Processing.US, No. 8:14-cv-01967 (C.D. Cal. Dec. 11, 2014)
Complaint In the Matter of IrvineWebWorks, Inc. d/b/a Student Loan Processing.US December 11, 2014	Student Loan / Debt Settlement / Debt Relief	Failing to clearly disclose the total cost of student loan debt relief services		✓		Complaint for Permanent Injunction and Other Relief, Consumer Financial Protection Bureau v. IrvineWebWorks, Inc. d/b/a Student Loan Processing.US, No. 8:14-cv-01967 (C.D. Cal. Dec. 11, 2014)

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CFPB Supervisory Highlights, Winter 2015 March 11, 2015	Student Loan / Debt Settlement / Debt Relief	Misrepresenting that consumers could not participate in student loan rehabilitation program unless consumers made payments by credit or debit card or by ACH		✓		CFPB Supervisory Highlights, Winter 2015
Complaint CFPB and Navajo Nation v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc.; J Thomas Development of NM, Inc. formerly d/b/a/a H&R Block; Dennis R. Gonzales; and Jeffrey Scott Thomas April 14, 2015	Tax Refund Loan	Providing financial incentives to tax preparers for steering low-income consumers to high-cost (APR 240-310%), short-term refund anticipation loans (RALs) that were originated by a sister company owned by the same individual as the tax franchise, instead of suggesting lower-cost products (APR capped at 36%) and not disclosing the financial incentives or the relationship between the tax franchise and RAL lender			✓	Complaint; Consumer Financial Protection Bureau v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc., et al., No. 1:15-cv-00299 (D.N.M. Apr. 14, 2015)
Complaint CFPB and Navajo Nation v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc.; J Thomas Development of NM, Inc. formerly d/b/a/a H&R Block; Dennis R. Gonzales; and Jeffrey Scott Thomas April 14, 2015	Tax Refund Loan	Reissuing new high-cost RALs even after receiving the consumer's tax refund without disclosing that the refund had been received	✓	✓	✓	Complaint; Consumer Financial Protection Bureau v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc., et al., No. 1:15-cv-00299 (D.N.M. Apr. 14, 2015)

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Complaint CFPB and Navajo Nation v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc.; J Thomas Development of NM, Inc. formerly d/b/a/ a H&R Block; Dennis R. Gonzales; and Jeffrey Scott Thomas April 14, 2015	Tax Refund Loan	Failing to disclose that RAL APRs were based on estimates calculated using a methodology that substantially understated the cost of credit		✓		Complaint; Consumer Financial Protection Bureau v. S/W Tax Loans, Inc. formally d/b/a Fast Refund Loans, Inc., et. al. No. 1:15-cv-00299 (D.N.M. Apr. 14, 2015)

AUTHORS

Donald C. Lampe
Washington, D.C.

Nancy R. Thomas
Los Angeles

Sarah N. Davis
San Francisco

MORRISON

FOERSTER