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2014 YEAR-END UPDATE

In an earlier BNA Insights article, the authors analyzed the early operations of the Consumer Financial Protection Bureau, which was created by the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act, emphasizing that the agency has defined unfair, deceptive, and abusive acts or practices through its own enforcement activities. This article updates that assessment with data reported through the end of 2014.

The CFPB & UDAAP: A 'Know It When You See It' Standard?



DONALD C. LAMPE, NANCY R. THOMAS AND JAMES NGUYEN

The Consumer Financial Protection Bureau's (CFPB) continued and expanded reliance on its sweeping authority to prohibit unfair, deceptive, and abusive acts or practices (UDAAP)¹ continues to command the attention of financial institutions and fi-

nancial 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. The number of CFPB UDAAP enforcement actions nearly doubled from 2013 to 2014. In 2014, the CFPB made public 23 enforcement actions based in whole or in part on alleged UDAAP violations.

To assist regulated and potentially regulated entities in understanding how the CFPB will exercise its UDAAP authority, we issued our "Know It When You See It" Client Alert in June 2014 (103 BBR 146, 7/15/14). That Alert 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 May 2014 based on the following sources:

¹ 12 U.S.C. §§ 5531, 5536.

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

- 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.

The CFPB has increased the pace of UDAAP enforcement activity significantly since then. The number of enforcement action filings increased from four in the first half of 2014 to 19 in the second half of 2014.

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.³ The CFPB's informal bulletins or statements ordinarily are not binding legal precedent. Nevertheless, the CFPB's activities provide guideposts for regulated entities seeking to conform to industry standards and mitigate risks of being charged with UDAAP in a proceeding brought by the CFPB.

CFPB UDAAP – Regulation by Enforcement

A summary analysis of the CFPB's public UDAAP pronouncements since we issued our initial "Know It When You See It" Alert in June 2014 is provided below.⁴ The chart covers the period through 2014. We also offer observations about lessons learned from these actions and other CFPB activities to date.

Unfair Acts and Practices

- **Mortgage Origination.**
The CFPB identified several "unfair" mortgage origination acts and practices, including failure to disclose markups of appraisal validation reports and failure to disclose affiliate relationships.
- **Mortgage Servicing.**
The CFPB continued to focus on loan modification practices, identifying as "unfair" the failure to timely convert a substantial number of trial modifications to permanent modifications and failure to honor trial or permanent modifications after servicing transfers. The CFPB also relied on UDAAP to find that loan modification practices made unlawful under new mortgage servicing rules were allegedly unfair or deceptive, even though committed before the January 2014 effective date of the rules. In another enforcement action, the CFPB alleged that several foreclosure practices prohibited by the new rules, such as filing false and misleading affidavits, "robot signing," dual

tracking and charging unauthorized fees, were "unfair."

- **Debt Collection.**
Debt collection practices continued to be a high-priority target for the agency. The CFPB followed through on its earlier guidance indicating it would rely on UDAAP to expand the prohibitions of the Fair Debt Collections Practices Act to first-party debt collectors. The acts identified as "unfair" included phone calls made at improper times, disclosure of debts to non-liable third parties, misrepresenting a lender's ability to prevent the transfer of debt to a third-party collector and misrepresenting the acts that would be taken by a third-party collector if a debt was transferred. The CFPB also focused on actions expressly authorized by contract, alleging as "unfair" the filing of suit in accordance with a venue selection clause in the credit agreement and contacting third parties to discuss the debt as authorized by a third-party contacts clause in the agreement.
- **Student Lending.**
The second half of 2014 brought another UDAAP enforcement action against a for-profit educational institution, asserting as "unfair" alleged improper methods of attempting to collect past-due payments and alleged unlawful misrepresentations about the success of student programs. The CFPB's continued focus on for-profit institutions may stem from the relatively high number of complaints the CFPB reports that it has received regarding student lending.⁵
- **Expansion of Jurisdiction.**
The CFPB appears intent on expanding its UDAAP jurisdiction beyond institutions and companies engaged in consumer financial services transactions. In an unprecedented action, the CFPB filed an enforcement proceeding against a wireless carrier, alleging the carrier was allowing third-party merchants to place unauthorized charges on customers' phone bills. Specifically, the CFPB alleged automatic enrollment in third-party billing and related practices, ignored consumer-facing "red flags" and were "unfair" acts and practices. This proceeding is the CFPB's first public enforcement action against a company that is typically under the regulatory purview of the Federal Communications Commission. The CFPB alleged the wireless carrier is a "covered person" subject to the CFPB's enforcement jurisdiction based on the company's alleged payment processing and credit extension activities for consumers.
- We noted in our earlier "Know It When You See It" chart a complaint the CFPB filed against an educational institution alleging UDAAP violations in the student loan context. The CFPB brought another case against an educational institution in August of 2014. In this court action covering student loans, the CFPB alleged UDAAP wrongdoing against a group of colleges. Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, colleges and universities are not thought of as "covered persons" subject to CFPB jurisdiction.

³ CFPB v. *Chance Gordon et al.*, CV 12-6147 RSWL (MRWx), Minute Order (C.D. Cal. June 26, 2013).

⁴ New entries in the chart, representing CFPB activities beginning in June 2014, are shaded.

⁵ See, e.g., CFPB, "Annual Report of the CFPB Student Loan Ombudsman" at 22-23 (October 16, 2014).

Deceptive Acts and Practices

■ Marketing of Add-On Products.

We saw more “add-on” products cases in the second half of 2014, indicating the CFPB will continue to focus on the oversight of third parties acting on a regulated entity’s behalf. The CFPB expanded its focus beyond credit card products, alleging as “deceptive” representations made to service members about installment loan add-on products.

■ Mortgage Origination.

Deceptive mortgage loan interest rate disclosures in lender advertisements caught the CFPB’s attention, including alleged advertisement of lower interest rates than the lender would honor, failure to disclose that advertised rates were based on superior credit scores and allowing customers to enter information to determine a so-called personalized mortgage rate quote that was based on several undisclosed factors that may not have been representative of the customer.

■ Mortgage Servicing.

Alleged misrepresentations regarding the right to appeal a loan modification denial, the lender’s waiver of the right to a deficiency judgment, and the costs and benefits of the Home Affordable Modification Program (HAMP) versus proprietary loan modification programs all were said to be “deceptive” by the CFPB.

■ Debt Collection.

Continuing its intense focus on debt collection activities, the CFPB alleged as “deceptive” false threats to collect on debts, misrepresentations in affidavits in debt-collection proceedings in which the affiants did not have personal knowledge of the validity or ownership of debts and collection efforts on debts originated in states whose state licensing and usury laws rendered void or limited the consumer’s obligation to repay the loans. This action posed the unique issue of whether alleged violations of state laws and concomitant state law remedies may be enforced by the CFPB under UDAAP.

■ Student Lending.

As was the case in an earlier enforcement action filed against a for-profit educational institution, the CFPB’s “deceptive” allegations regarding student loans focused on alleged misrepresentations regarding post-graduation employment rates.

■ Credit Cards.

The CFPB published a Bulletin explaining it is a deceptive act and practice to fail to adequately convey in marketing materials that a consumer who accepts a promotional annual percentage rate offer will lose the grace period on new purchases if the consumer does not pay the entire statement balance, including the amount subject to the promotional APR, by the payment due date.

Abusive Acts and Practices

■ Debt Collection / Debt Relief.

The CFPB alleged a creditor’s filing of a debt-collection lawsuit in a forum where the service-

member had no contacts was “abusive” because the lawsuit was likely to result in a default judgment and garnishment. Debt relief providers focusing on student loans and payday loans also found themselves the target of “abusive” allegations, with the CFPB identifying alleged sophisticated marketing campaigns and statements creating the illusion of individualized services and expertise, taking of fees from consumers who were not eligible for the provided services and statements creating a false sense of urgency to induce borrowers to take out another loan to repay their existing loan.

■ Credit Cards.

In its Bulletin, the CFPB explained that failing to adequately inform consumers that a grace period is conditioned on full repayment of the promotional APR balance is an “abusive” practice.

CFPB UDAAP – What Do We Know So Far?

The CFPB’s UDAAP-related activity in the second half of 2014 added to the “body of law,” reinforcing observed trends and establishing new ones:

- The CFPB appears to be changing its standard consent order format. Earlier consent orders included sections on CFPB findings and conclusions of fact that detailed the UDAAP allegations. More recent consent orders do not include these sections, which means that regulated entities must look to the complaint filed or issued with the consent order to identify the practices the CFPB alleges are UDAAP.
- The CFPB will continue to rely on UDAAP authority to target its hot-button issues, including debt collection, debt relief services, oversight of third-party service providers, student lending and mortgage servicing. The same is true for products and services the CFPB does not believe are in the best interests of consumers, per the UDAAP enforcement actions and bulletins covering add-on products, payday loans and lenders, and for-profit educational institutions and private student loans.
- The CFPB is using its UDAAP authority as a means to expand its jurisdiction. Wireless carriers likely do not expect to fall within the definition of “covered persons” simply because they charge individuals for services and collect on the charges. The same is the case for colleges and universities. With respect to substantive laws, established federal debt collection law applies only to third-party debt collectors. Although the CFPB plans to issue rules that may cover first-party debt collectors, it will use its UDAAP authority to bring actions against first-party debt collectors in advance of finalizing those rules.
- Providers of consumer financial products whose customers are considered vulnerable by the CFPB should beware. The CFPB’s exercise of its UDAAP authority continues to be heavily weighted toward these populations, including students, borrowers who are behind on their payments and service-members.

- The CFPB has continued to pursue UDAAP cases and proceedings in which alleged facts do not include a showing of actual harm to consumers. Rather, the CFPB continues to assume that the challenged acts and practices have caused harm and has imposed significant restitution obligations, monetary penalties, and broad compliance requirements extending many years into the future.
- The theme that compliance with federal consumer financial laws is not sufficient to mitigate UDAAP risks remains alive and well. The CFPB continues to pursue UDAAP actions even if a regulated en-

tity is in full compliance with other federal consumer financial laws.

- The CFPB has continued to team with state attorneys general in bringing UDAAP enforcement actions. Director Cordray, a former state attorney general, emphasized that the CFPB would look for opportunities to cooperate with state attorneys general. Regulated entities should continue to be prepared for scrutiny from both state and federal agencies given broad information-sharing agreements among these entities, as well as their demonstrated joint enforcement activities.

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

New entries beginning in June 2014 are shaded. Clicking on this table will show a larger display of its contents. A version of this chart on the Morrison & Foerster website includes links within the Source Citation column: See the following URL: <http://media.mofo.com/docs/PDF/150120-cfpb-udaap.pdf>

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|---------|---------------------------------------------------------------------------------------------------------------------------------|
| | | | 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) (<i>In the matters of Mazda Motor of America, Inc., et al., FTC Enforcement Action 1997</i>) |
| 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, <i>In re Dealers' Financial Services, LLC</i> , Docket No. 2013-CFPB-0004 (June 25, 2013) |
| Consent Order In the Matter of U.S. Bank June 26, 2013 | Auto Loan / Ancillary Product | 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, <i>In re U.S. Bank Nat'l Ass'n</i> , 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, <i>In re U.S. Bank Nat'l Ass'n</i> , Docket No. 2013-CFPB-0003 (June 26, 2013) |
| Consent Order In the Matter of DriveTime Automotive Group, Inc. and DTAcceptance 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, <i>In re DriveTime Automotive Group, Inc. and DTAcceptance Corp.</i> , Docket No. 2014- CFPB-0017 (Nov.19, 2014) |
| Consent Order In the Matter of DriveTime Automotive Group, Inc. and DTAcceptance 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, <i>In re DriveTime Automotive Group, Inc. and DTAcceptance Corp.</i> , Docket No. 2014- CFPB-0017 (Nov.19, 2014) |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| Consent Order In the Matter of DriveTime Automotive Group, Inc. and DTAcceptance 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, <i>In re DriveTime Automotive Group, Inc. and DTAcceptance Corp.</i> , Docket No. 2014- CFPB-0017 (Nov.19, 2014) |
| 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) |
| Consent Order In the Matter of American Express Centurion Bank October 1, 2012 | Credit Card | Solicitations of fering "22,500 bonus points— receive a bonus \$300" that provided only points, but not \$300 | | ✓ | | Consent Order, <i>In re American Express Centurion Bank</i> , Docket No. 2012-CFPB-0002 (Oct. 01, 2012) |
| CFPB Exam Manual 2.0 October 31, 2012 | Credit Card | Dishonoring credit card convenience checks without notice | ✓ | | | CFPB Exam Manual (UDAAP,P4). <i>See also</i> Cease and Desist Order, <i>In re American Express Bank,FSB</i> , Order No. WN-09-016,and Order of Assessment of a Civil Money Penalty, <i>In re American Express Bank FSB</i> , WN-09-017, June 29, 2009; Cease and Desist Order, <i>In re American Express Centurion Bank</i> , 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 of fer 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 |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| 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, <i>Consumer Financial Protection Bureau v. Union Workers CreditServices, Inc.</i> , No. 3:14-cv-04410-L (N.D. Tex. Dec. 17, 2014) |
| 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, <i>Consumer Financial Protection Bureau v. Union Workers CreditServices, Inc.</i> , No. 3:14-cv-04410-L (N.D. Tex. Dec. 17, 2014) |
| 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 |
| 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, <i>In re Capital One Bank, (USA) N.A.</i> , 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 em- | | ✓ | | Stipulation and Consent Order, <i>In re Capital One Bank, (USA) N.A.</i> , Docket No. 2012-CFPB-0001 (July 18, 2012) |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| | | ployment for eligibility | | | | |
| 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, <i>In re JP-Morgan Chase Bank</i> , Docket No. 2013-CFPB-0007 (Sept. 19, 2013) |
| 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, <i>In re Discover Bank</i> , 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, <i>In re Discover Bank</i> , 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, <i>In re Discover Bank</i> , 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, <i>In re Discover Bank</i> , 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 | 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, <i>In re Discover Bank</i> , 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, <i>In re Discover Bank</i> , 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, <i>In re Discover Bank</i> , Docket No. FDIC-11-548b, et al. (Sept. 24, 2012) |
| Consent Order | Credit Card / | Telemarketing calls using | | | | Joint Consent Order, <i>In</i> |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| In the Matter of Discover Bank September 24, 2012 | Ancillary Products | scripts and quick speech that downplay disclosure of key terms regarding prices and terms of add-on products | | ✓ | | <i>re Discover Bank</i> , 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 | Stating in telemarketing scripts that consumer would receive a letter describing “payment protection” product’s material terms and conditions before an accountholder was required to pay for the product, but sending this letter only after accountholder 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; CareCredit 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; CareCredit 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) |
| 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 | Representing that there would be no fee if account balance was paid of f without disclosing that the account balance had to be paid of f before the end of the billing cycle | | ✓ | | 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 ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 2013) |
| Consent Orders In the Matter of American Express Centurion Bank; In the Matter of American Express Bank,FSB; In the Matter of Ameri- | 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 | | ✓ | | 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- |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| can Express Travel Related Services Company, Inc. December 24, 2013 | | | | | | 0012 (Dec. 24, 2013) Consent Order, <i>In re American Express Travel Related ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 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 | Failing to disclose at outset of telemarketing call that the payment protection product was optional and not required for activation or use of accountholder's credit card account | | ✓ | | 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 ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 2013) |
| Consent Orders In the Matter of American Express Centurion Bank; In the Matter of American Express Travel Related Services Company Inc. December 24, 2013 | 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) | ✓ | | | 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 Travel Related ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 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 | Representing that payment protection product would improve or maintain cardholder's credit score | | ✓ | | 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 ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 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 | Representing that benefit payment amount would cover card member's minimum payment due when it frequently did not | | ✓ | | 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 ServicesCo.</i> , Docket No. 2013-CFPB-0013, (Dec. 24, 2013) |
| Consent Orders In the Matter of Ameri- | Credit Card / Ancillary Products | Implying that the payment protection benefit would be immediately available when | | | | Consent Order. <i>In re American Express Centurion Bank</i> , Docket No. |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| <p>can 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> | | there was claims process that benefits are contingent upon | | ✓ | | <p>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 ServicesCo.</i>, Docket No. 2013-CFPB-0013, (Dec. 24, 2013)</p> |
| <p>Consent Orders 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 ServicesCo.</i>, Docket No. 2013-CFPB-0013, (Dec. 24, >2013)</p> |
| <p>Consent Order In the Matter of Bank of America, N.A.; FIACardServices, 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 In the Matter of Bank of America, N.A.; FIACardServices, 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> |
| <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 | 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 | | ✓ | | <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 | Representing to some customers that additional steps were required to enroll in or purchase the product before the product was activated | | ✓ | | <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> | Credit Card / Ancillary Products | Misrepresenting that customers could receive benefits for duration longer than permitted under the terms and conditions of “credit protection” product | | ✓ | | <p>Consent Order, <i>In re Bank of America</i>, Docket No. 2014-CFPB-0004 (Apr. 9, 2014)</p> |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| April 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) |
| 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 requires 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) |
| 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. <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 the availability of add-on products by representing them as “limited time” offers | | ✓ | | Consent Order. <i>In re Synchrony Bank</i> , Docket No. 2014- CFPB-0007 (June 19, 2014) |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| 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, <i>In re U.S. Bank National Ass’n</i> , Docket No. 2014- CFPB-0013 (Sept.25, 2014) |
| Consent Orders In the Matter of American Express Centurion Bank In the Matter of American Express BankFSB 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 ServicesCo.</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 BankFSB 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 ServicesCo.</i> , Docket No. 2012-CFPB-0004 (Oct. 01, 2012) |
| 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, <i>In re First Investors Financial Services Group, Inc.</i> , Docket No. 2014-CFPB-0012 (Aug. 8, 2014) |
| 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 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 | Debt Collection | Representing that payments on obsolete debts will result | | | | CFPB Bulletin 2013-08 |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| July 10, 2013 | | in the removal of information about the debt from the consumer's credit report | | ✓ | | |
| 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 |
| 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 credit worthiness | | ✓ | | 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, <i>Consumer Financial Protection Bureau v. Frederick J. Hanna & Associates, P.C. et al.</i> , No. 1:14-cv-02211-AT-WEJ (N.D. Ga. July 14, 2014) |
| 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 | ✓ | | | Complaint, <i>Consumer Financial Protection Bureau. Mission Settlement Agency LLC, et al.</i> , No. 1:13-cv-3064 (S.D.N.Y. May 7, 2013) |
| 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 are material and false and are likely to mislead a reasonable consumer | | ✓ | | Complaint, <i>Consumer Financial Protection Bureau. Mission Settlement Agency LLC, et al.</i> , No. 1:13-cv-3064 (S.D.N.Y. May 7, 2013) |
| 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 of ten without settling debts despite promising consumers that their unsecured debt would be settled typically for 55% of their outstanding credit card balances | ✓ | | | Complaint, <i>Consumer Financial Protection Bureau. Mission Settlement Agency LLC, et al.</i> , No. 1:13-cv-3064 (S.D.N.Y. May 7, 2013) |
| 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 | ✓ | | | Complaint, <i>Consumer Financial Protection Bureau. Mission Settlement Agency LLC, et al.</i> , No. 1:13-cv-3064 (S.D.N.Y. |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| | | that their unsecured debt would be settled typically for 55% of their outstanding credit-card balances | | | | May 7, 2013) |
| 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 will be renegotiated, settled, reduced or otherwise altered within first three to six months after consumer enrolls in a debt-relief program when, in fact, it is unlikely to occur | | ✓ | | Stip. Judgment, <i>Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni</i> , No. 9:13-cv-80548-DMM (S.D. Fla. June 7, 2013) |
| 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 is nearly impossible to renegotiate, settle, reduce or otherwise alter the terms of debt under \$700 | | ✓ | | Stip. Judgment, <i>Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni</i> , No. 9:13-cv-80548-DMM (S.D.Fla. June 7, 2013) |
| 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 will be renegotiated, settled, reduced or otherwise altered when, in fact, it is unlikely to occur | | ✓ | | Stip. Judgment, <i>Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni</i> , No. 9:13-cv-80548-DMM (S.D.Fla. June 7, 2013) |
| 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 make it highly unlikely that such consumers can complete the program | | ✓ | ✓ | Stip. Judgment, <i>Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni</i> , No. 9:13-cv-80548-DMM (S.D.Fla. June 7, 2013) |
| 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, <i>Consumer Financial Protection Bureau v. American Debt Settlement Solutions Inc. and Michael DiPanni</i> , 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 <i>Permanent Injunction and Other Relief</i> , <i>Consumer Financial Protection Bureau v. Morgan Drexen, Inc. and Water Ledda</i> , 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 <i>Permanent Injunction and Other Relief</i> , <i>Consumer Financial Protection Bureau v. Morgan Drexen, Inc. and Water Ledda</i> , No. 13-1267 (C.D.Cal. Aug. 20, 2013) |
| CFPB Complaint In the Matter of Morgan Drexen, Inc. and Walter Ledda | Debt Settlement / Debt Relief | Representing that consumers are not charged advance fees for debt relief services when, in fact, consumers are | | ✓ | | Complaint for <i>Permanent Injunction and Other Relief</i> , <i>Consumer Financial Protection Bureau v.</i> |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| August 20, 2013 | | charged advanced fees for debt relief services | | | | <i>Morgan Drexen, Inc. and Water Ledda</i> , No. 13-1267 (C.D.Cal. Aug. 20, 2013) |
| CFPB Exam Manual 2.0 October 31, 2012 | Deposit and Payment Processing | Processing payments for companies engaged in fraudulent activities | ✓ | | | CFPB Exam Manual (<i>In re Wachovia Bank, N.A., OCC Enforcement Action, 2010</i>) |
| 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, <i>In re Manufacturers and Traders Trust Company</i> , Docket No. 2014-CFPB-0016 (Oct. 9, 2014) |
| CFPB Exam Manual 2.0 October 31, 2012 | Mortgage Loan | Misrepresenting loan terms (“3.5% fixed payment” disguised an ARM loan) | | ✓ | | CFPB Exam Manual (<i>FTC v. Chase Financial-Funding, Inc.</i> , 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, <i>In re Amerisave Mortgage Corporation et al.</i> , 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, <i>In re Amerisave Mortgage Corporation et al.</i> , 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, <i>In re Amerisave Mortgage Corporation et al.</i> , 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, <i>In re Amerisave Mortgage Corporation et al.</i> , Docket No. 2014- CFPB-0010 (Aug.12, 2014) |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| 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) |
| 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. 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. 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. Chance Gordon et al.</i> , No. CV 12-6147 RSWL (MRWx) (C.D.-Cal. June 26, 2013) |
| 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 will receive a mortgage loan modification and legal representation, or will avoid foreclosure within specified time, and not providing the promised services | | ✓ | | Complaint, <i>Consumer Financial Protection Bureau v. StephenLyster Siringoringo, also d/b/a Siringoringo LawFirm,et al.</i> , No. 2:14-cv-5681 (C.D.Calif., 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 will receive a mortgage loan modification and legal representation, or will avoid foreclosure within specified time, and not providing the promised services | | ✓ | | Complaint, <i>Consumer Financial Protection Bureau v. The MortgageLaw Group, LLP, et al.</i> , No. 3:14-cv-00513W.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 | ✓ | | | <i>CFPB Exam Manual (FTC v. Capital City Mortgage Corp., Civil No. 98CV-237 (D.D.C. Feb. 2005)</i> |
| 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 | Mortgage Servicing | Failing to provide notice regarding change in date for property tax payments from | ✓ | | | CFPB Supervisory Highlights, Summer 2013 |

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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| August 21, 2013 | | escrow accounts | | | | |
| 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 |
| 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 bi-weekly 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 |
| 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 of f 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 of fers from a prior servicer unless it could be independently confirmed that the prior servicer properly of fered a modification, or that the of fered modification met investor criteria | ✓ | | | CFPB Bulletin 2014-01 |

| SOURCE | PRODUCT MARKET | DESCRIPTION/ ALLEGATION* | CFPB CHARACTERIZATION | | | SOURCE CITATION |
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| | | | UNFAIR | DECEPTIVE | ABUSIVE | |
| 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, <i>In re Flagstar, F.S.B.</i> , 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, <i>In re Flagstar, F.S.B.</i> , 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 prolonging trial periods for loan modifications | ✓ | | | Consent Order, <i>In re Flagstar, F.S.B.</i> , 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, <i>In re Flagstar, F.S.B.</i> , 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 propriety modification--while misrepresenting aspects of HAMP and touting the benefits and downplaying the drawbacks of the proprietary modification | | ✓ | | CFPB Supervisory Highlights, Fall 2014 |
| 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 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) |

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| Complaint In the Matter of Sun-Trust 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 Sun-Trust 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 Sun-Trust 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) |
| Complaint In the Matter of Sun-Trust 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 Sun-Trust 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 Sun-Trust 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 Sun-Trust 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 Sun-Trust 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) |
| 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 | Payday 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 CashAmericaInt'l</i> , Docket No. 2013-CFPB-0008 (Nov. 21, 2013)< |
| Consent Order In the Matter of Cash America International, Inc. November 21, 2013 | Payday 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 CashAmericaInt'l</i> , Docket No. 2013-CFPB-0008 (Nov. 21, 2013) |
| CFPB Complaint In the Matter of Cash-Call, Inc., WSFunding, | Payday Loan | Attempting to collect debts from consumers that are void under state usury or | | | | Complaint, <i>Consumer Financial Protection Bureau v. CashCall, Inc., et</i> |

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| LLC, Delbert Services Corporation, and J. Paul Feddam December 16, 2013 | | 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 | ✓ | | ✓ | <i>al.</i> , No. 1:13-cv-13167 (D.Mass. Dec. 16, 2013) |
| CFPB Complaint In the Matter of Cash-Call, Inc., WSFunding, LLC, Delbert Services Corporation, and J. Paul Feddam December 16, 2013 | Payday Loan | Sending billing notices and other notices informing consumers that they have acquired collection rights 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, <i>Consumer Financial Protection Bureau v. CashCall, Inc., et al.</i> , 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; BCDGroup, LLC; Hydra Financial Limited Fund I; et al. September 17, 2014 | Payday Loan | Representing that consumers authorized a payday loan or authorized the payday 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, <i>Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al.</i> , 4:14-cv- 00789-DW (W.D. Mo. Sept. 17, 2014) |
| 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; BCDGroup, LLC; Hydra Financial Limited Fund I; et al. September 17, 2014 | Payday 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, <i>Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al.</i> , 4:14-cv- 00789-DW (W.D. Mo. Sept. 17, 2014) |
| 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; BCDGroup, LLC; Hydra Financial Limited Fund I; et al. September 17, 2014 | Payday 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, <i>Consumer Financial Protection Bureau v. Richard F. Moseley, Sr. et al.</i> , 4:14-cv- 00789-DW (W.D. Mo. Sept. 17, 2014) |
| Consent Order In the Matter of ACE Cash Express, Inc. July 10, 2014 | Payday Loan/ Debt Collection | Making an excessive number of debt-collection calls to consumers' home, work and cell phone numbers | ✓ | | | Consent Order, <i>In re ACE Cash Express, Inc.</i> , 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 | Payday Loan/ Debt Collection | Disclosing the existence of consumers' debts to non-lia- ble third parties | ✓ | | | 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 | Payday Loan/ Debt Collection | Continuing to call consum- ers at work after being told that such calls were prohib- ited in connection with debt collection | ✓ | | | 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 | Payday Loan/ Debt Collection | Continuing to call consum- ers directly after being told that they were represented by counsel in connection with debt collection | ✓ | | | 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 | Payday Loan/ Debt Collection | Continuing to call consum- ers with no relation to the debt after being told that the debt collector called the wrong person | ✓ | | | 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 | Payday Loan/ Debt Collection | Misrepresenting the acts that would be taken by third- party debt collectors if a debt was transferred | | ✓ | | 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 | Payday Loan/ Debt Collection | Misrepresenting the lender's ability to prevent a debt from being transferred to a third-party collector | | ✓ | | 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 | Payday Loan/ Debt Collection | Falsely threatening litigation in connection with debt col- lection | | ✓ | | 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 | Payday Loan/ Debt Collection | Falsely threatening to report non-payment to credit bu- reaus | | ✓ | | 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 | Payday 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 | Payday 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 | Payday Loan/ Debt Collection | Creating and leveraging an artificial sense of urgency to induce delinquent borrowers with a demonstrated inabil- ity 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) |

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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, <i>Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al.</i> , 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, <i>Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al.</i> , 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 payors’ credit card or checking accounts without authorization | ✓ | | | Complaint for Injunctive Relief and Damages, <i>Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al.</i> , 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, <i>Consumer Financial Protection Bureau v. Freedom Stores, Inc., et al.</i> , 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. <i>In re Colfax Capital Corporation et al.</i> , Docket No. 2014-CFPB-0009 (July 29, 2014) |
| 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. <i>In re Colfax Capital Corporation et al.</i> , 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. <i>In re Colfax Capital Corporation et al.</i> , 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. <i>In re Colfax Capital Corporation et al.</i> , Docket No. 2014-CFPB-0009 (July 29, 2014) |

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| 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, <i>In re USADiscounters, Ltd.</i> , 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, <i>In re USADiscounters, Ltd.</i> , 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 loans to consumers who did not have resources to repay the initial private student loan | ✓ | | ✓ | Complaint for <i>Injunctive Relief and Damages, Consumer Financial Protection Bureau v. ITT Educational Services, Inc.</i> , No. 1:14-cv-292 (S.D. Ind. Feb. 26, 2014) |
| 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, <i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i> , No. 1:14-cv- 07194 (N.D. Ill.Sept.16, 2014) |
| 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, <i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i> , No. 1:14-cv- 07194 (N.D. Ill.Sept.16, 2014) |
| 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 |
| 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 was therefore not due | | ✓ | | CFPB Supervisory Highlights, Fall 2014 |

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| 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 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, <i>Consumer Financial Protection Bureau v. College Education Services LLC et al.</i> , 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 | 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, <i>Consumer Financial Protection Bureau v. College Education Services LLC et al.</i> , 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, <i>Consumer Financial Protection Bureau v. College Education Services LLC et al.</i> , No. 8:14-cv3078 (M.D. Fla. Dec. 11, 2014) |

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| CFPBComplaint In the matter of Irvin-eWebWork s, 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 <i>Financial Protection Bureau v. IrvineWebWorks, Inc. d/b/a Student Loan Processing. US</i> , No. 8:14-cv-01967 (C.D. Cal. Dec. 11, 2014) |
| Complaint In the matter of Irvin-eWebWork s, 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 <i>Financial Protection Bureau v. IrvineWebWorks, Inc. d/b/a Student Loan Processing. US</i> , No. 8:14-cv-01967 (C.D. Cal. Dec. 11, 2014) |

* CFPB Consent Orders typically describe acts or practices that the CFPB alleged 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.