

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">EFTA/ Remittance transfers</a>	Servicio UniTeller, Inc.	CFPB found that since 2013, UniTeller has engaged in wide-ranging failures to comply with the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E, including Subpart B, known as the Remittance Transfer Rule. These include failures to: (1) provide tax and fee refunds when required to remedy errors; (2) accurately inform senders of cancellation rights; (3) accurately disclose the date funds would be available; (4) accurately characterize key terms; (5) use required minimum font sizes; (6) develop and maintain compliant written error resolution policies and procedures; and (7) retain evidence showing its compliance with the Remittance Transfer Rule and EFTA.	Redress/CMP	CFPB	12/22/22	<ol style="list-style-type: none"> <li>\$30,000 redress</li> <li>\$700,00 to the CFPB</li> </ol>
<a href="#">UDAAP</a>	Wells Fargo Bank, N.A.	Wells Fargo has been found to have multiple violations across several of the bank's largest consumer product lines, which led to billions of dollars in financial harm and, in thousands of cases, the loss of customers' vehicles and homes. Specifically, with respect to auto loan servicing Wells Fargo engaged in unfair acts and practices in violation of the Consumer Financial Protection Act of 2010 by incorrectly applying consumer payments; charging borrowers incorrect fees, interest, or other amounts; wrongly repossessing borrowers' vehicles; and failing to refund consumers who had paid certain fees upfront to automobile dealers when warranted. Wells Fargo also engaged in unfair practices by improperly denying mortgage loan modifications, miscalculating fees and other charges, and assessing unwarranted charges and fees. With respect to deposit accounts, Wells Fargo: unfairly froze multiple consumer accounts in instances of suspected fraud when lesser restraints were available; made deceptive claims as to the availability of waivers of monthly service fees; and unfairly charged overdraft fees even if the consumer had enough funds available in their account to cover the amount of the transaction at the time they made it.	Redress/CMP	CFPB	12/10/22	<ol style="list-style-type: none"> <li>\$2 billion redress</li> <li>\$1.7 billion to the CFPB</li> </ol>

<a href="#">EFTA</a>	<p>ACTIVE Network, LLC</p>	<p>ACTIVE provides enrollment and payment processing services to organizers of charity races, youth camps, and other events. The Bureau alleges that ACTIVE engaged in deceptive and abusive acts and practices in violation of the Consumer Financial Protection Act of 2010 (CFPA) by enrolling consumers in and charging them for discount club memberships without their knowledge, consent, or a full understanding of the material terms of the transaction. ACTIVE does this by inserting a webpage into the online event registration and payment process that provides an offer for a free trial enrollment in a discount club membership called “Active Advantage.” Many consumers click on the highlighted call to action button—which is typically labeled “Accept”—because they believe that by doing so, they are accepting charges to participate in an event. Instead, consumers are enrolling in a trial membership in Active Advantage, which automatically converts to a paid subscription with an annual fee, unless consumers opt out by canceling their membership within 30 days. The Bureau also alleges that ACTIVE violated the Electronic Fund Transfer Act (EFTA) and Regulation E when it increased consumers’ membership fees without sending the consumer written notice of the new amount and the date of the new payment at least 10 days before initiating the new payment.</p>	<p>Redress</p>	<p>CFPB</p>	<p>10/18/22</p>	<p>TBD</p>
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<a href="#">BSA/AML</a>	Bittrex, Inc.	<p>Bittrex operated as an “exchanger” of over 250 different CVCs,4 including bitcoin, ether, monero, zcash, and dash.5 During the Relevant Time Period, Bittrex facilitated almost 546 million trades on its platform in the United States and at times averaged over 20,000 transactions (deposits and withdrawals) through its hosted wallets daily during the Relevant Time Period, including transactions involving over \$17 billion worth of bitcoin during the Relevant Time Period. failed to develop, implement, and maintain an effective AML program during the Relevant Time Period. In particular, Bittrex was required to develop and implement internal controls that were reasonably designed to assure compliance with the BSA’s suspicious activity reporting requirements, but it failed to do so. F</p>	CMP	FinCEN	10/11/22	\$5 million
<a href="#">EFTA/ Remittance Transfer</a>	Choice Money Transfer, Inc. d/b/a Small World Money Transfer	<p>Since the 2013 effective date of the Remittance Transfer Rule, Choice Money engaged in practices that violated numerous provisions of the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E, including Subpart B, known as the Remittance Transfer Rule. Specifically, the Bureau found that Choice Money failed to comply with a wide range of disclosure requirements set out in EFTA and the Remittance Transfer Rule. Choice Money failed to disclose accurately certain required information, including when funds would be available to recipients, exchange rates, and transfer fees. Its disclosures also failed to use proper terms, to adequately disclose other key terms, to clearly and conspicuously disclose the exchange rate, and to provide disclosures in both English and Spanish as required by the Remittance Transfer Rule. Choice Money also failed to refund fees after senders properly submitted error resolution requests; failed to obtain consumer consent prior to providing receipts in electronic form on its mobile application and website platforms; failed to develop and maintain required policies and procedures for error resolution and to retain evidence demonstrating that it complied with error resolution requirements; and included in its disclosures an improper waiver of consumer rights under EFTA.</p>	CMP	CFPB	10/4/22	\$950,000

<a href="#">TILA/EFTA/ UDAAP</a>	Regions Bank	<p>Regions to cease certain unlawful conduct related to its charging overdraft fees. Regions was found to have: (1) violated the law when it failed to obtain consent for overdraft fees from customers with linked savings accounts; and (2) deceived customers by charging them overdraft fees in connection with repaying deposit advances despite the bank’s representations that it would not charge such fees. In this case, the Bureau found that, from August 2018 through July 2021, Regions charged overdraft fees on debit-card purchases and ATM withdrawals even though consumers had sufficient funds when they made the transaction ( “Authorized-Positive Overdraft Fees”). There is a delay between the time a customer made a purchase with a debit card and when Regions pays the merchant from the customer’s account for the purchase. When a customer had sufficient funds in their account to make a debit-card purchase, Regions authorized the transaction and indicated that it was “holding” those funds aside. And yet, until July 2021, when it came time for Regions to pay the merchant for the initial purchase, Regions charged an overdraft fee on that purchase if the account’s available funds were insufficient to cover the purchase at that time. Regions assessed these fees as a result of counter-intuitive, complex practices that it knew customers did not understand. The Bureau found that Regions acted unfairly and abusively in violation of the Consumer Financial Protection Act of 2010 when it charged these Authorized-Positive Overdraft Fees fees. The Bureau also found that Regions could have discontinued the fee years ago but chose to wait while it pursued changes that would generate new overdraft fees to make up for the lost revenue from the illegal fee.</p>	C&D/Refund /CMP	CFPB	9/28/22	<ol style="list-style-type: none"> <li>1. Cease and desist overdraft fees for Authorized-Positive Overdraft Fees</li> <li>2. Refund at least \$141million to customers</li> <li>3. \$50 million to the CFPB</li> </ol>
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<a href="#">UDAAP</a>	<p>Hello Digit, LLC</p>	<p>Hello Digit, LLC (“Hello Digit”), a financial-technology company that offers consumers an automated-savings tool was found to be deceptive in their business practices. When consumers signed up for the service, Hello Digit uses a proprietary algorithm to make automatic transfers from the consumer’s checking account, called “auto-saves,” to an account held in Hello Digit’s name. Hello Digit represented that the tool “never transfers more than you can afford,” provided a “no overdraft guarantee,” and represented that, in the unlikely event of an overdraft, Hello Digit would reimburse consumers. The Bureau found that Hello Digit engaged in deceptive acts or practices because, in fact, Hello Digit’s automated-savings tool routinely caused consumers’ checking accounts to overdraft and Hello Digit did not always reimburse consumers for overdraft fees caused by the auto-save tool. The Bureau also found that as early as mid-2017, Hello Digit deceived consumers when it represented that it would not keep any interest earned on consumer funds that it was holding, when in fact Hello Digit kept a significant amount of the interest earned.</p>	<p>CMP/Redress</p>	<p>CFPB</p>	<p>8/10/22</p>	<p>\$68,145 in customer redress \$2.7 million to CFPB</p>
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<a href="#">TILA/TISA/FCRA/UDAAP</a>	<p>U.S. Bank National Association</p>	<p>U.S. Bank was found to have imposed sales goals on bank employees as part of their job description and implemented an incentive-compensation program that financially rewarded employees for selling those products and services. The Bureau found that U.S. Bank issued credit cards and lines of credit and opened deposit accounts for certain consumers without their knowledge and consent and without required applications and disclosures in violation of the Truth in Lending Act, Truth in Savings Act, and their implementing regulations. The Bureau also found that the bank’s opening of accounts without consumers’ permission was abusive in violation of the Consumer Financial Protection Act of 2010. The Bureau further found that U.S. Bank violated the Fair Credit Reporting Act by using or obtaining consumer reports without a permissible purpose in connection with unauthorized applications for credit cards. The bank’s conduct likely caused substantial injury in the form of fees; negative effects on consumer-credit profiles; the loss of control over personal identifying information; and the expenditure of consumer time and effort. The order requires U.S. Bank to stop its unlawful practices</p>	<p>CMP/ Remediation</p>	<p>CFPB</p>	<p>7/28/22</p>	<p>37.5 million to the CFPB Fees, costs, and interest to consumers</p>
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<a href="#">EFTA/UDAAP</a>	<p>Bank of America, N. A</p>	<p>Since 2020, Bank of America had contracts with 12 states, including California, to deliver unemployment insurance and other government benefit payments to consumers through prepaid debit cards. The onset of the COVID-19 pandemic in March 2020 led to a surge in consumers seeking unemployment insurance benefits. In the fall of 2020, and continuing through mid-2021, Bank of America changed its practices for investigating prepaid debit cardholder notices of error to solely rely on an automated fraud filter, which it knew or should have known would incorrectly determine that no error had occurred and which led to its incorrectly freezing or blocking accounts. The Bureau found that Bank of America engaged in unfair acts or practices by denying prepaid debit cardholders’ notices of error and freezing their prepaid debit card accounts based solely on the results of the Bank’s flawed fraud filter. The Bank also engaged in abusive acts or practices by retroactively applying its fraud filter to deny notices of error submitted by prepaid debit cardholders that it had previously investigated and paid. Further, Bank of America engaged in unfair acts and practices by impeding unemployment insurance benefit prepaid debit cardholders’ efforts to file notices of error concerning their prepaid debit card accounts.</p>	<p>CMP</p>	<p>CFPB OCC</p>	<p>7/14/22</p>	<p>\$100 million to the CFPB \$125 million to the OCC</p>
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<a href="#">Garnishment/ UDAP</a>	<p>Bank of America, N. A</p>	<p>The CFPB found that Bank of America, N.A., engaged in unfair and deceptive acts and practices in violation of the Consumer Financial Protection Act of 2010. Specifically, Bank of America unfairly required consumers to waive its liability as to consumers’ garnishment-related protections in its deposit agreement and misrepresented to consumers that they could not go to court to attempt to prevent wrongful garnishments. This conduct violated the CFPA. The Bureau also found that Bank of America failed to disclose to courts in states that restricted the garnishment of out-of-state accounts that the garnishment notice pertained to bank accounts located out-of-state; and Bank of America froze accounts and sent funds to creditors even though prohibited by state law. Bank of America also in some instances applied the wrong state’s exemption laws and represented to consumers that their rights to have certain funds exempted from garnishment were governed by the law of the issuing state when in reality the consumer’s own state law applies.</p>	<p>Redress and CMP</p>	<p>CFPB</p>	<p>5/24/22</p>	<p>\$592,000 refund \$10 million CMP</p>
<a href="#">EFTA/ Remittance Transfer</a>	<p>MoneyGram International, Inc. and MoneyGram Payment Systems, Inc.</p>	<p>The CFPB alleges that defendants violated the Remittance Transfer Rule and Regulation E, which implements the Electronic Fund Transfer Act (EFTA) by failing to disclose accurate fund availability dates, failing to investigate accurate fund availability dates, failing to promptly report the results of its error investigations to consumers, failing to provide a written explanation of its findings to consumers, failing to notify senders of their right to request documents related to their investigation, failing to provide fee refunds when required to remedy errors, failing to develop and maintain sufficient error resolution policies and procedures, and failing to sufficiently address retention of documents showing its compliance with the Remittance Transfer Rule and EFTA. The Bureau also alleges that MoneyGram engaged in unfair acts and practices in violation of the Consumer Financial Protection Act of 2010 (CFPA) by failing to promptly send payments or make refunds.</p>	<p>Redress and CMP</p>	<p>CFPB  Attorney General NY</p>	<p>4/12/22</p>	<p>Redress to consumers, disgorgement, appropriate injunctive relief, and the imposition of civil money penalties.</p>



<a href="#">BSA/AML</a>	USAA Federal Savings Bank (San Antonio, TX)	USAA FSB willfully violated the BSA and its implementing regulations during the Relevant Time Period. Specifically, FinCEN has determined that USAA FSB willfully failed to implement and maintain an AML program that met the minimum requirements of the BSA, in violation of 31 U.S.C. § 5318(h) and 31 C.F.R. § 1020.210. Additionally, FinCEN has determined that USAA FSB willfully failed to accurately and timely report suspicious transactions to FinCEN, in violation of 31 U.S.C. § 5318(g) and 31 C.F.R. § 1020.320.	CMP	FinCEN	3/17/22	\$140,000,000
<a href="#">BSA/AML</a>	National Bank of Pakistan, Karachi, Pakistan and National Bank of Pakistan New York Branch, New York, NY	The most recent examination of the Branch conducted by the Federal Reserve Bank of New York (the “Reserve Bank”) and the New York State Department of Financial Services (“NYDFS”) as of March 4, 2021 disclosed significant deficiencies in the Branch’s risk management and compliance with federal laws, rules, and regulations relating to anti-money laundering (“AML”) compliance, including the Bank Secrecy Act (“BSA”) (31 U.S.C. § 5311 et seq.); the rules and regulations issued thereunder by the U.S. Department of the Treasury (31 C.F.R. Chapter X); and the requirements of Regulation K of the Board of In the Matter of NATIONAL BANK OF PAKISTAN Karachi, Pakistan and NATIONAL BANK OF PAKISTAN NEW YORK BRANCH New York, New York 2 Governors to report suspicious activity and to maintain an adequate BSA/AML compliance program (12 C.F.R. §§ 211.24(f) and 211.24(j)) (collectively, the “BSA/AML Requirements”)	CMP	FRB	2/22/22	\$20,400,000
<a href="#">EFAA/Regulation CC</a>	Craig Meader, First National Bank of Kansas, Burlington, KS	Meader directed employees to implement extended holds on automated clearing house (“ACH”) deposits in violation of the Expedited Funds Availability Act, 12 U.S.C. § 4001 et. seq. (“EFAA”), and 12 C.F.R. § 229.10(b)(1). Respondent was aware that the extended holds would violate the EFAA and 12 C.F.R. § 229.10(b)(1). Respondent’s actions resulted in nine instances of violations of 12 C.F.R. § 229.10(b)(1).	CMP	OCC	2/10/22	\$3,000

\*2022 (as of December 31, 2022) DEPOSIT COMPLIANCE RELATED ENFORCEMENT ACTIONS  
 (NUMBER BY PENALTY TYPE AND REGULATOR)

LAW/REGULATION	FDIC	FRB	OCC	CFPB	NCUA	FinCEN/OFAC	OTHER	TOTAL
REGULATION CC			1					1
REGULATION DD								
REGULATION E				1				1
REGULATION D								
UDAP/UDAAP								
PRIVACY								
CMS								
BSA		1				1		2
OFAC								
OTHER								
<b>TOTAL</b>		<b>1</b>	<b>1</b>	<b>1</b>		<b>1</b>		<b>3</b>

Deposit, BSA, and Compliance Management related enforcement actions against financial institutions and other companies that may be helpful to financial institutions. Chart is intended to be an educational tool. Not guaranteed to be comprehensive.

\*\*The violation of this law/regulation was part of an enforcement action that contained violations of multiple laws/regulations. The violation of this particular law is notated in the chart but is not counted as a separate enforcement action and, as a result, is not counted in the *Totals* of this chart in order to avoid duplicative results.